

SERVICE TERMS: ADVISORY SERVICES

These Service Terms: Advisory Services (the “**Service Terms**”) apply to an order that incorporates these Service Terms by reference (an order may be in the form of a quote, statement of work, proposal, order confirmation, or other form of order agreed by the parties, any of which is referred to here as the “**Quote**”). These Service Terms relate to advisory, consulting, regulatory research, training, protocol development, or other professional advisory services (the “**Services**”), as detailed in the Quote agreed to between the client identified in that Quote (the “**Client**”) and the UL Solutions company identified in that Quote (“**UL Solutions**”).

Services are governed by these Service Terms, the terms of the Quote, and any additional agreement or terms incorporated by reference in the Quote (such as a Global Services Agreement or other form of master agreement). Any capitalized terms in these Service Terms that are not defined in these Service Terms share the definition provided in other governing terms.

1. **Client Responsibilities.** As a prerequisite to UL Solutions' performance or delivery of Services, Client will:
 - a. Fulfill Client's responsibilities as specified in the Quote.
 - b. Ensure that any assumptions contained in the Quote are accurate.
 - c. Promptly provide the UL Solutions reliable, accurate, and complete information, documents, and materials, as may be necessary or appropriate for the fulfillment of Services.
 - d. Promptly provide the UL Solutions direction, approval, and cooperation as may be necessary or appropriate for the fulfillment of Services (UL Solutions is not required to advise on or confirm any such Client decisions or approvals).
2. **Deliverables.** Upon full performance by Client of all of its responsibilities, including payment of fees due and those responsibilities identified above, Client will have a limited, non-exclusive, non-transferable, revocable license to use, reproduce, display, and distribute the report, training materials, or deliverables developed specifically for Client in fulfillment of the Services (the “**Deliverables**”) for its internal business purposes. Client may not:
 - 1) Modify or make derivative works of the Deliverables.
 - 2) Use the Deliverables for promotional or marketing purposes; or
 - 3) Distribute the Deliverables externally except as necessary for Client's regulatory compliance purposes or to its advisors, affiliates, or consultants for purposes of providing Client business advice.In all cases, the Deliverables must be distributed in their entirety. UL Solutions will retain all right, title and interest in and to:
 - 1) The Deliverables including, without limitation, all patent, copyright, trademark, and other intellectual property rights in the Deliverables, and
 - 2) Any ideas, methodologies, techniques, concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other copyrightable works, and any other work product created, conceived or developed by UL Solutions (whether alone or jointly with others, including employees or agents of Client) before or during the performance of the Services, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein.
3. **Acceptance.** Client will accept Deliverables that conform to the requirements of the Quote and notify UL Solutions of any non-conformance of the Deliverables with such requirements (a “**Non-conformance**”) within 10 business days of receipt. UL Solutions will have a reasonable period of time, based upon the severity and complexity of a Non-conformance, to correct the Non-conformance. If Client uses the Deliverables or fails to promptly notify UL Solutions of a Non-conformance, then the Deliverables will be considered accepted by Client.
4. **Samples.** If UL Solutions requires sample examination at a UL Solutions facility (or an affiliate's or subcontractor's facility), Client will ship representative samples at Client's expense. Once UL Solutions has determined the sample requirements, UL Solutions will inform Client of the number of samples needed and

shipping instructions. UL Solutions, in its sole discretion, may not allow samples to be returned to Client for environmental, health, or safety reasons.

- i. **Sample Information:** Prior to the Services, Client must promptly disclose to UL Solutions the presence of any asbestos, hazardous chemicals, pollutants, contaminants, or other inherently dangerous substances which are contained in the samples (“**Hazardous Substances**”). Client will retain title to all Hazardous Substances in transit to UL Solutions and to the waste generated in performance of the Services.
 - ii. **Shipping Samples.** UL Solutions will provide Client with information on where to ship the product. Usually, UL Solutions will ask Client to ship product samples to a nearby UL Solutions facility. To avoid unnecessary shipping, storage, and disposition expenses, Clients shall not send samples to UL Solutions until UL Solutions requests them and only in the quantity and condition requested by UL Solutions. Client shall comply with all applicable federal, state and local laws, codes, ordinances, UL Solutions policies, and other rules and legal requirements applicable to the shipping, handling, and disposition of the samples.
 - iii. **Oversized Samples.** Some products or systems cannot be easily or economically shipped to UL Solutions. If a product cannot be shipped to UL Solutions, UL Solutions and Client may mutually agree upon other ways to investigate Client’s product at Client’s facility or other location.
 - iv. **Testing and Return of Samples.** The Services may not physically destroy Client’s samples, however, products which have been tested will not be in a condition to be reused or resold. UL Solutions will not be responsible for lost, damaged, or destroyed samples, or for injuries or damage of any nature caused by any sample. UL Solutions is not responsible for the storage of Client’s samples. If Client does not respond in the timeframe UL Solutions instruction require regarding sample disposition, UL Solutions may immediately remove the sample(s) from its premise and charge Client for any related expenses or costs, including without limitation expenses related to hazardous waste disposal, storage fees, packaging, and shipping.
5. **Disclaimer.** The Services are provided independently of UL Solutions’ or its affiliates’ conformity assessment services such as preliminary product investigations, product certification, or field evaluation services. UL Solutions does not guarantee, warranty, or provide an assurance (express or implied) that a positive test result, compliance report, or issuance of a certification mark will result from the performance of Services. UL Solutions does not guarantee that its opinions or findings will be recognized or accepted by third parties. Deliverables are provided for general information purposes only and are not intended to convey legal advice.
 6. **Warranty.** UL Solutions warrants that the Services will be performed with reasonable care in a diligent and competent manner. UL Solutions sole obligation will be to correct any Non-conformance in accordance with the provisions of the Acceptance clause above. The warranty set forth in this paragraph is exclusive, and any other warranties (including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or suitability for any purpose) or guarantees are disclaimed and waived.
 7. **Web Services.** UL Solutions may provide Client with certain website tools and related services, including the ability to order services online through a website (collectively, the “**Web Services**”). The Web Services are provided to Client as a convenience and are provided on an “as is, as available” basis. By using the Web Services, Client acknowledges and agrees that no data or content transmitted over UL Solutions’ networks, the Internet, or wirelessly, or through or in connection with the Web Services, is guaranteed to be secure or free from unauthorized intrusion, and that data stored by UL Solutions, its affiliates, or its service providers may be deleted, modified, or damaged. Client acknowledges that if it wishes to protect its transmission of data or files to UL Solutions, it is Client’s responsibility to use a secure encrypted connection to communicate with and use the Web Services. Client’s use of the Web Services is at its sole risk and is subject to any terms of use applicable to such Web Services. Web Services are included in the definition of Services above.
 8. **Subcontracting and Personnel.** UL Solutions is responsible for assigning and re-assigning its personnel, as appropriate, to perform the Services. UL Solutions may subcontract Services to its affiliates or third parties, and Client authorizes UL Solutions to disclose information (including Confidential Information) to an affiliate or subcontractor as is necessary for their performance of Services. UL Solutions will provide as a term of any such subcontract that the subcontractor shall meet its current qualification requirements and will comply with its requirements for confidentiality, conflicts of interest, and ethical standards. For the duration of the engagement and for a period of 12 months after the Services are completed, Client will not actively solicit the employment of UL Solutions’ personnel involved directly with providing the Services to Client.