

## SERVICE TERMS: ENERGY EFFICIENCY CERTIFICATION SERVICES

These Service Terms shall govern all Energy Efficiency Certification Services (“EEC Services”) performed by UL Solutions Contracting Party (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the client (“Client”). These Terms and the terms of the Global Services Agreement (“GSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for Energy Efficiency Certification Service. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

1. **Scope of Service.** UL Solutions Contracting Party will perform EEC Services for Client. EEC Services are intended to assess Client’s product(s) compliance to energy efficiency standards including, but not limited to, government regulations. EEC Services shall not result in UL Solutions Contracting Party issuing product safety certification of any product, or registration of any management system. The Services requested by Client and to be provided by UL Solutions Contracting Party for specific projects shall be specifically stated in an individual Quotation or Project Confirmation.
2. **Price.** The Quotation or Project Confirmation will establish the price for UL Solutions Contracting Party’s Services. The price will depend upon the test and/or auditing requirements. A Quotation or Project Confirmation is subject to change at UL Solutions Contracting Party’s discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.
3. **Requirements, Specifications, and Protocols.** UL Solutions Contracting Party agrees that it will assess Client’s product samples according to requirements and methods dictated by each energy efficiency program selected by the Client (i.e. ENERGY STAR®, Natural Resources Canada, and California Energy Commission). Program specific requirements can be found at the ENERGY STAR®, Natural Resources Canada, and California Energy Commission websites.
4. **Product Information.** The Client acknowledges its willingness to support UL Solutions Contracting Party’s environmental mission and that UL Solutions Contracting Party, as the certifier of Subscriber’s products, is entitled to receive information received, developed, or collected by the Client regarding the field performance of products certified by UL Solutions Contracting Party. Accordingly, the Client will promptly notify UL Solutions Contracting Party in writing when the Client’s product fails to meet any of the following:
  - a. The description, specifications, and Requirements contained in the UL Solutions Contracting Party’s Report to Client.
  - b. The published Standard(s), if any, applicable from time-to-time to the covered product.
  - c. The performance requirements applied as a condition of UL Solutions Contracting Party’s Service.

The Client agrees to make available to UL Solutions Contracting Party for inspection and copying all documents, test results, and other information related to the above, keep a record of all complaints made known to the Client relating to any product’s compliance with the UL Solutions Contracting Party’s Requirements, and to make these records available to UL Solutions Contracting Party when requested. The Client agrees to take appropriate action to respond to such complaints, and any noncompliance with the UL Solutions Contracting Party’s Requirements and to keep a record of such actions. Client agrees that UL Solutions Contracting Party may share such information with its affiliates and subcontractors worldwide. Client also agrees to make arrangements for the participation of any third-party observers during the Product Investigation, as deemed necessary by the UL Solutions Contracting Party.

5. **Samples.** Client shall indicate which products, including model numbers, it desires to have assessed, which shall be set forth in the Quotation, and sent to the UL Solutions Contracting Party. UL Solutions Contracting Party will evaluate samples of the product(s) indicated on the Quotation. UL Solutions Contracting Party will assess the product sample to determine compliance with the efficiency program indicated on the Quotation.
6. **Validity of Test Results.** UL Solutions Contracting Party’s EEC Services, test results, and report apply only to the sample(s) actually acquired and assessed by UL Solutions Contracting Party. The results outlined in the Test Report represent a “snapshot” of each sampled product’s compliance with the program(s) indicated in the Quote. UL Solutions Contracting Party makes no representation that the reported test results are representative of the entire population of product at the time the sample(s) were obtained by UL Solutions Contracting Party.

- 7. Deliverables.** When UL Solutions Contracting Party completes the EEC Services investigation, UL Solutions Contracting Party will provide Client with a report outlining the results of the EEC Services. For California and Canadian Programs (see paragraph 3 above) and provided that the Client's products(s) comply with the specified requirements, UL Solutions Contracting Party may, at its sole discretion, authorize Client to use the UL Mark. Client can only refer to UL Solutions Contracting Party by its full and proper corporate name within Client's marketing materials and may only use the UL Mark on the product(s) covered by the test report.
- 8. Ownership of Marks.** Client acknowledges and agrees that UL Solutions Contracting Party or another UL Company owns or controls several Marks, and that UL Solutions Contracting Party has rights to the Marks. Client expressly agrees that it shall not use UL Solutions Contracting Party's, or any other UL Company's, name, or any abbreviation, symbol, or Mark thereof, on, or in connection with, Client's Products, containers, or packaging, unless and until expressly authorized by the UL Solutions Contracting Party's Report, and then only in the form or manner specified in the UL Solutions Contracting Party's Report (e.g., Client may not refer to a Product submitted for UL Solutions Contracting Party's Service as "UL pending"). Client further agrees that UL Solutions Contracting Party may, but is not obligated to, notify any third party of any improper or unauthorized use of the Marks, or reference to UL Solutions Contracting Party or another UL Company, by Client. The ENERGY STAR logo is owned and controlled by the EPA. Control and proper use is provided via agreements between the EPA and the ENERGY STAR Partners
- 9. Form of UL Solutions Contracting Party's Marks.** Unless UL Solutions Contracting Party expressly agrees in writing otherwise, any Marks shall be in the form of separable, legible labels not readily transferable from one Product to another.
- 10. Client's Use of UL Solutions Contracting Party's Marks.** Client expressly agrees and warrants that Client is solely responsible for its use of any Marks and that Client will, through proper inspection, examination, and testing, periodically confirm that any of its Products that bear a Mark have been, and are being, manufactured in conformity with UL Solutions Contracting Party's Requirements. Client further agrees that its use of a Mark constitutes Client's declaration and representation that Products bearing the Mark are covered by UL Solutions Contracting Party Service and were manufactured in conformity with all applicable UL Solutions Contracting Party's Requirements. Client further agrees that its use of such a Mark constitutes Client's declaration and representation that field-installed Products bearing the Mark are covered by UL Solutions Contracting Party's Service and have been installed, and will be maintained, in conformity with all applicable UL Solutions Contracting Party's Requirements.
- 11. Misuse of UL Solutions Contracting Party's Name or Mark.** Client acknowledges and agrees that the manufacture, sale, delivery, shipment, distribution, or promotion of any Product utilizing a Mark, or a description referring to UL Solutions Contracting Party or one of its affiliates, could mislead third parties if such Product is not, in fact, covered by UL Solutions Contracting Party's Service and/or does not comply with UL Solutions Contracting Party's Requirements (including, without limitation, the applicable Standards or UL Solutions Contracting Party's Test Report), and/or if the Marks are used in any way other than as provided in the Service Agreement and in the applicable UL Solutions Contracting Party's Test Report. Client acknowledges and agrees that any such use of the UL Solutions Contracting Party's name or Mark would constitute a "misuse" under the terms of the Service Agreement. Client expressly agrees that any misuse of the UL Solutions Contracting Party's name or Mark will subject Client both to liability for breach of contract and to the remedies for such breach set forth in the Service Agreement; and as set forth below.
- 12. Use of UL Solutions Contracting Party's Name and Marks in Advertising and Promotional Materials.** Subject to the terms of the Service Agreement, UL Solutions Contracting Party will permit Client to make appropriate references to UL Solutions Contracting Party or the form or the wording of text, as authorized by UL Solutions Contracting Party, and specified in the UL Solutions Contracting Party's Report, in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with covered Products that bear the UL Solutions Contracting Party's Mark; PROVIDED THAT, in UL Solutions Contracting Party's sole opinion, the following conditions are met:

  - a. The promotional or advertising material is in no way inconsistent with the findings and/or coverages of UL Solutions Contracting Party.
  - b. The reference to UL Solutions Contracting Party is not intended to and does not create a misleading impression as to the nature of the UL Solutions Contracting Party's findings, its coverages, and/or its Service.
  - c. The promotional or advertising material does not in any manner state or imply that UL Solutions Contracting Party is in any way "Endorsing" or "certifying" the Product; or (ii) "warranting" or "guaranteeing" any aspect of

the Product, its performance, and/or its “safety.” Except for the Mark that is prescribed for use in a specific UL Solutions Contracting Party’s Report, no other Marks may be used in any advertising or promotional material related to a Covered Product. In those instances where a Mark is used, any text that is required by the UL Solutions Contracting Party’s Report shall be set forth in full in any such advertising or promotional materials.

- 13. Verification Testing.** UL Solutions Contracting Party will perform periodic retesting of Client’s products it has assessed and found to comply with the energy efficiency requirements as previously outlined in the Quotation to verify their ongoing compliance. On an annual basis, the review may include UL Solutions Contracting Party’s retesting of at least 5%, or as specified in the Program specific requirements, of Client’s models representing Client’s product(s) previously found to comply with the energy efficiency requirements by procuring those such products from customary retail distribution channels, or as specified in the Program specific requirements. The acquisition and testing of such samples will be at Client’s expense. UL Solutions Contracting Party reserves the right to revoke use of the UL Mark on products and remove listing from the UL Solutions Contracting Party’s Product Database if UL Solutions Contracting Party determines the product is not in compliance with the requirements as outlined on the Quotation covering the UL Solutions Contracting Party’s Service performed. If Client makes changes to the product(s) that will take the product(s) out of compliance with the requirements outlined on the Quotation, Client must promptly notify UL Solutions Contracting Party and submit the product for a re-assessment. If changes are made that take the product out of compliance and UL Solutions Contracting Party is not notified, Client may be required to suspend use of the UL Mark, report and/or certificate and pay a penalty when these changes are discovered during the annual verification testing. Continued noncompliance of the product may result in complete withdrawal from the EEC Services program.
- 14. Access to Facilities.** Subscriber acknowledges and agrees that UL Solutions Contracting Party representatives may make periodic examinations of the Covered Product at facilities where such Covered Product is manufactured. Subscriber acknowledges and agrees that representatives of UL Solutions Contracting Party, as well as any third-party observers accompanying the representatives, shall have free, unannounced, immediate, safe, and secure access to factories or storage facilities where the Covered Product, or any components thereof, are fabricated, processed, finished, stored, or located, during normal business hours or when the factory or storage facilities are actually in operation. Subscriber also acknowledges and agrees to provide access to their production records for the Covered Product. Subscriber agrees to provide UL Solutions Contracting Party’s representatives and third-party observers with all applicable safety, and other, protections required by law for Subscriber’s own employees, including, without limitation, all U.S. Occupational Safety and Health Administration (“OSHA”) rules and regulations or any non-U.S. equivalents. Subscriber will not attempt to condition the right of UL Solutions Contracting Party’s representatives, or the third-party observers accompanying the representatives, to obtain free access to a factory or storage facility upon the signing of any agreement, waiver, or release which in any way purports to affect the legal rights or obligations of UL Solutions Contracting Party or its representative. If any representative of UL Solutions Contracting Party signs such an agreement, waiver, or release, it shall be considered void and will be of no force and effect. UL Solutions Contracting Party will, however, direct its representatives to exercise reasonable care to comply with any plant safety regulations generally applicable to personnel at any such factory or storage facility.
- 15. Use of Information Communication Technologies.** Client acknowledges and agrees that UL Solutions Contracting Party may utilize information communication technologies including without limitation, drones, cameras, special glasses, mobile devices, and artificial intelligence (together, “ICT”) in performing the Services. The ICT may be a partial or full replacement for an existing evaluation method (like the human eye) or as a new evaluation method. If UL Solutions Contracting Party notifies Client that ICT will be utilized for the Services, Client will be responsible for ensuring that all necessary information and approvals are in place so that such technology can be utilized in a safe and compliant manner, including without limitation:
- Acquiring any applicable legal and safety requirements (e.g., permits, local permissions), and
  - Coordinating and communicating with any third parties onsite about the use of the ICT and ensuring they do not to disrupt or interfere with the Services, and
  - Ensuring all legal and work site limitations associated with the use of the ICT are met. UL Solutions Contracting Party will employ commercially reasonable information, physical, cyber and data security measures in connection with its use of the ICT.
- 16. Changes to Requirements.** Energy Efficiency requirements and/or regulations are subject to be updated and changed. When an efficiency requirement and/or regulation changes, products that have been certified to those requirements and/or regulations may need to be re-assessed to determine compliance with the new requirements and/or regulations. UL Solutions Contracting Party will provide sufficient notice for Client to submit

their product for re-assessment to determine continued compliance. Client is responsible for all costs associated with the re-assessment. If Client does not submit their product for reassessment within the time period specified by UL Solutions Contracting Party, the product may be removed from the Product Database and the product may no longer be eligible to carry the UL Mark, or to utilize the UL Solutions Contracting Party's report and/or certificate.

**17. Challenge Testing.** In the event an outside party challenges the test results of Client's product(s) which are EEC certified by UL Solutions Contracting Party, UL Solutions Contracting Party will confirm with Client that they are aware of the challenge and product(s) affected. UL Solutions Contracting Party will review the challenge, and, if determined necessary, arrange to evaluate the challenged product(s) to validate or disprove the challenge. If the product is found to meet the necessary EEC requirements the process will be terminated, and the regulatory body notified if results differ from initial qualification yet remain in compliance. If the product(s) are found not to meet the necessary EEC requirements, UL Solutions Contracting Party will work with the Client to address these discrepancies with any associated regulatory body(s) in a timely manner to clarify the parameters of the product(s) certification. Regulatory body(s) will be notified by UL Solutions Contracting Party within two (2) business days of any results that are noncompliant with the efficiency regulations tested to under the initial qualification.

**18. Immediate Termination Events.** In the event that Client defaults on any of its obligations under any agreement with UL Solutions Contracting Party or any other UL Company, including, but not limited to, any misuse of any Mark, as defined in Paragraph 11 above, UL Solutions Contracting Party may, in its sole discretion, immediately terminate or suspend, any of Client's Products related to such default, and any and all rights or authorities conferred upon Client by virtue of the Parties' agreements, including any right to use any Marks on any Product(s), and without prejudice to any other rights or remedies that UL Solutions Contracting Party might have.

**19. Additional Termination Events.** Upon the occurrence of any of the following events or conditions, and upon thirty (30) days' written notice to Client ("the termination notice"), UL Solutions Contracting Party may terminate, in whole or in part, as to any or all Covered Product(s), any rights or authority conferred upon Client by the Service Agreement:

- a. Client's failure to use the Mark on covered Product(s) for a period of two (2) consecutive calendar years.
- b. Client's filing of any voluntary or involuntary petition in bankruptcy.
- c. The appointment of a receiver for Client's business,
- d. The voluntary or involuntary liquidation of Client's business.

In such termination notice, UL Solutions Contracting Party will provide Client with a date by which Client must cease using any and all Marks covered by the notice (the "Termination Date").

**20. Termination Upon Non-Eligibility.** If, at any time and for any reason, any of Client's Product(s) become ineligible for UL Solutions Contracting Party's Service, UL Solutions Contracting Party shall immediately discontinue service on such ineligible Product(s) and shall terminate Client's rights and authorities under the Service Agreement with respect to such Product(s), pursuant to a termination notice.

**21. UL Solutions Contracting Party's Actions Upon Termination.** Upon any termination of the Service Agreement, UL Solutions Contracting Party may:

- a. Discontinue UL Solutions Contracting Party's Service on any of Client's Product(s).
- b. Take physical possession of any unused Marks, which, in UL Solutions Contracting Party's judgment, were issued for use in connection with any Product(s) related to the termination.

Client expressly agrees that, on or before the Termination Date, as defined in Paragraph 19 above, it will cease using any Marks on, or in connection with, any covered Product(s) addressed in the termination notice, including any use of any Marks, or any reference to UL Solutions Contracting Party, in the marketing, promotion, and/or advertising of such Product(s).

**22. Dispute Resolution Concerning Standards Council of Canada Accreditation Criteria.** If any Client dispute or disagreement regarding fulfillment of applicable Standards Council of Canada (SCC) accreditation criteria cannot be resolved, the Client's final level of appeal will be the SCC, whose decision concerning fulfillment of accreditation criteria will be binding.