

## SERVICE TERMS: PRELIMINARY INVESTIGATION AND MANAGEMENT SYSTEM GAP ANALYSIS SERVICES

These Service Terms shall govern Preliminary Investigation (PI) and Management System Gap Analysis Services performed by the UL Solutions Contracting Party (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client. These Service 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 Preliminary Investigation and Management System Gap Analysis 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 investigate Client’s products or portions thereof, and product drawings or similar information, to determine compliance with UL Solutions Contracting Party’s requirements and/or will assess management systems. These Services shall not result in UL Solutions Contracting Party issuing product safety certification or management registration. The Services requested by Client for specific projects shall be set out in a Quotation or Project Confirmation.
2. **Price.** A Quotation or Project Confirmation will establish the price for the Services. The price will depend upon the type of product and the test requirements. All Quotations and Project Confirmations are subject to change at UL Solutions Contracting Party’s discretion, upon notice to Client, and depending upon the requirements of the specific project.
3. **PI Samples.** UL Solutions Contracting Party will examine and test one or more samples of the product. The number of samples required will depend upon the product, the number and type of tests required, and other factors. Once UL Solutions Contracting Party has determined the investigation program for the product, UL Solutions Contracting Party will inform Client of the number of samples needed.
  - **Shipping Samples.** UL Solutions Contracting Party will provide Client with information on where to ship the product. Usually, UL Solutions Contracting Party will ask Client to ship product samples to a nearby UL Solutions Contracting Party facility. To avoid unnecessary shipping expenses, Client should not send samples until UL Solutions Contracting Party requests them.
  - **Oversized Samples.** Some products or systems cannot be shipped easily or economically to UL Solutions Contracting Party for testing. If a product cannot be shipped to UL Solutions Contracting Party, the parties will mutually agree upon other ways to investigate Client’s product at Client’s facility or other locations.
  - **Testing and Return of Samples.** A PI will not physically destroy Client’s samples. However, samples may be damaged by a PI. UL Solutions Contracting Party shall not be responsible for lost, damaged, or destroyed samples, or for injuries or damages of any nature caused by any sample.
4. **Deliverables.** UL Solutions Contracting Party will provide Client with a report indicating the results of the Services. Any report issued will not indicate acceptability of the product for UL Solutions Contracting Party’s product safety certification or management registration. Client may not use any such report to convey the impression that the product has been or is eligible for UL Solutions Contracting Party’s product safety certification or management registration.
5. **Use of Names and Marks.** The Services shall not result in UL Solutions Contracting Party issuing product safety certification, or any authorization to use the Marks. Except as otherwise expressly authorized by UL Solutions Contracting Party, Client shall not use UL Solutions Contracting Party’s, or any other UL Company’s, name, abbreviation, symbols, Marks or any other form of reference which may be interpreted to refer to UL Solutions Contracting Party or any other UL Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.
6. **Insurance.** Client shall present to UL Solutions Contracting Party’s satisfaction a certificate of insurance showing UL Solutions Contracting Party as an additional insured under a Comprehensive General Liability insurance policy with limits of \$1 million (USD) per occurrence and \$2 million (USD) in the aggregate through either a single primary Comprehensive General Liability policy or through a combination of a Comprehensive General Liability policy and an Excess Liability policy. Client shall maintain such insurance in effect for the duration of the Service Agreement with UL Solutions Contracting Party and shall present a certificate evidencing such insurance to UL Solutions Contracting Party.