

# SERVICE TERMS: DATA TEST LABS BY UL SOLUTIONS SERVICES

These Service Terms shall govern 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. The Services do not involve any assessment or evaluation to independent safety standards, and UL Solutions Contracting Party and our affiliates have no responsibility to make any independent safety assessment of any samples. 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 Services. 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.** Services may include: battery, corrosion, electrical, electromagnetic compatibility (EMC), fluids, global market access, IP code/dust/water spray, materials, mechanical, vibration, wireless testing; environmental simulation, interoperability, security, and durability/reliability validation ("Services"). ("Services"). UL Solutions Contracting Party is the UL Solutions Contracting Party named in the order, scope of work, project proposal, quotation, or order acknowledgment ("Quotation"). UL Solutions will evaluate Client's devices, equipment, materials, or systems ("Products") to assess the Product's compatibility with the requirements as designated in our Quotation. The Services do not involve any assessment or evaluation to independent safety standards, and UL Solutions Contracting Party and any Affiliates have no responsibility to make any independent safety assessment of any samples.
2. **3PP.** If Client requests UL Solutions Contracting Party to test compliance with retailer, carrier or other third party program ("3PP") by requesting Services under the 3PP's program, Client consent to our disclosure of all associated information, materials, and Deliverables to such 3PP and acknowledge that, notwithstanding any terms to the contrary in these Service Terms, the ownership of the deliverables for the Services will be in accordance with the 3PP's program.
3. **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, Clients should not send samples to UL Solutions Contracting Party until UL Solutions Contracting Party requests them.
  - **Oversized Samples.** Some products or systems cannot be easily or economically shipped to UL Solutions Contracting Party for testing. If a product cannot be shipped to UL Solutions Contracting Party, UL Solutions Contracting Party and Client will mutually agree upon other ways to investigate Client's product at Client's facility or other locations.
  - **Testing and Return of Samples.** testing may not physically destroy Client's samples. However, products may be damaged by testing. UL Solutions Contracting Party will, as instructed, return to Client or destroy/dispose of samples after testing at Client's expense, and insure them for a nominal value. 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. **Use of Names and Marks.** 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 Solutions Company's, name, abbreviation, or symbols, Marks or any other form of reference which may be interpreted to refer to UL Solutions Contracting Party or any other UL Solutions Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.
5. **On-Site Investigations.** If we perform Services on-site at Client's facilities, or the facilities or other parties as directed by Client; Client will ensure that UL Solutions Contracting Party representatives have safe, secure, and free access to Client's facilities or at other parties' facilities. UL Solutions Contracting Party access will not be conditioned upon the execution of any agreement, waiver, or release. If UL Solutions Contracting Party

representatives are prevented from performing or completing any Services for any reason beyond our reasonable control, UL Solutions Contracting Party will not be responsible for the nonperformance, and Client may be charged for any actual expenses UL Solutions Contracting Party incurs and fees for Services performed.

6. **Deliverables.** UL Solutions Contracting Party will provide Client with a report outlining:
- i. Client's instructions and request for Services accepted by UL Solutions Contracting Party.
  - ii. The requirements used in providing the Services.
  - iii. The Services performed.
  - iv. The results of those Services.

UL Solutions Contracting Party is under no obligation to refer to or report on any facts or circumstances which are outside Client's specific instructions received and accepted by UL Solutions Contracting Party.

7. **Our Findings.** UL Solutions Contracting Party does not guarantee that UL Solutions Contracting Party opinions or findings will be recognized or accepted by third parties.
8. **Web Services.** UL Solutions Contracting Party 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 our 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 us, our affiliates, or our service providers may be deleted, modified, or damaged. You acknowledge that if Client wishes to protect Client's transmission of data or files to us, 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 Client's sole risk and may be subject to additional terms of use. Web Services are included in the definition of Services above.