

SERVICE TERMS: SAAS

These Service Terms shall govern the provision of software as a service (“SaaS”) solutions 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 Global Services Agreement (“GSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for SaaS solutions. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

1. **License Grant.** In consideration for payment to UL Solutions Contracting Party of applicable license fee(s), UL Solutions Contracting Party grants to Client and Affiliates (as defined below) a non-exclusive, non-transferable license to access and use the Services listed in a Quotation in accordance with the terms and conditions of the Service Agreement. “Affiliate” or “Affiliates” means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. For the purposes of the foregoing, “own,” “owned,” or “ownership” means ownership of fifty percent (50%) or more of the stock or other equity interest entitled to vote for the election of directors or an equivalent body. The entity will be deemed to be an Affiliate only so long as such ownership or control exists. The terms of the Service Agreement will apply to Affiliates to the extent they access and/or use the Services.
2. **Intellectual Property Rights of the UL Solutions Contracting Party.** The Service is comprised of computer programming/formatting code, operating instructions, graphics, designs, information and/or other material (whether in written, graphical, or other form, collectively “Service Content”) protected by copyright, trademark, trade secret, patent, or other intellectual property rights laws. The Service and Service Content are and shall remain the property of the UL Solutions Contracting Party and its licensors. Client shall comply with all such laws and shall not assert any rights in the Service and Service Content, other than its right to access and otherwise use the Service as provided for in a Service Agreement. Client may not modify, copy, provide to any third party, sell, transfer, or create derivative works of the Service and any Service Content, in whole or in part. Client shall not decompile, disassemble, reverse engineer, or in any way derive source code from the Service. All right, title and interest in and to the Service, and all related software programs, computer source code, technology, information, documents, files and other materials, including all intellectual property and proprietary rights developed in connection with the Service, including but not limited to know-how, feedback, methodologies, and processes are and will remain with the UL Solutions Contracting Party. No rights or implied licenses in such intellectual property are granted to Client by the Service Agreement or Client’s use of the Service.
3. **Intellectual Property Rights of Client.** All rights, title and interest in and to Client data input into the Service, including personal information and Client’s logos, trademarks, trade name, service marks, or any other graphics, designs or pictures (“Client Data”), are and will remain with Client. No rights or implied licenses in such Client Data are granted to the UL Solutions Contracting Party by the Service Agreement. The UL Solutions Contracting Party will retain Client Data on its systems for sixty (60) days after expiration or termination of the Service Agreement. During this sixty (60) day period, the UL Solutions Contracting Party will return Client Data to Client for a fee to be quoted upon Client’s request.
4. **Confidential Information.** In addition to the categories listed in the GSA, the following information shall be considered Confidential Information:
 - i. Employee or trainee data on the Service and generated from Client’s access to and use of the Service; and
 - ii. All terms and conditions, including but not limited to pricing, of the Service Agreement.
5. **Responsibility for Use/Unauthorized Access.** Client agrees with respect to the Service:
 - i. To obtain access to the world wide web in order to access and use the Service.
 - ii. To complete the implementation and set-up process as required by the UL Solutions Contracting Party to access the Service.
 - iii. That Client is entirely responsible for maintaining the confidentiality of any passwords and account information required for access to the Service, and for all acts that occur in connection with Client’s account.

- iv. To immediately notify the UL Solutions Contracting Party of any unauthorized use of Client's account, breach of security or loss or theft of usernames or passwords.
- v. That use of the Service is limited to use by employees and contractors of Client for which applicable fees have been paid and that such use does not include the right to resell or sublicense such Service.
- vi. To abide by all applicable local, state, national and international law and regulations, and not to use the Service for any purpose that is unlawful, not contemplated or prohibited by the Service Agreement.
- vii. That while the security of Client's account will be maintained through the use of passwords, it is possible for Client's account to be accessed by unauthorized third parties via communication between Client and the UL Solutions Contracting Party using the Internet, other network communications, facilities, telephone, or any other electronic means.

6. UL Solutions Contracting Party Representations and Warranties. The UL Solutions Contracting Party represents, warrants and agrees as follows:

- a. It will provide the Service with reasonable skill and care and substantially in accordance with the specifications contained in each applicable Service Agreement.
- b. The Service, when used in accordance with the terms and conditions of the Service Agreement, does not infringe upon or misappropriate any copyright, patent, trade secret or other third party right; and
- c. It will comply with all applicable federal, state and local laws and regulations in the performance of its obligations hereunder. The UL Solutions Contracting Party's warranty obligations are personal to Client and do not extend to any third party.

7. Client Representations and Warranties. Client represents, warrants and agrees as follows:

- a. It will comply with all applicable federal, state and local laws and regulations in the performance of its obligations hereunder.
- b. All Client materials (whether provided directly by Client or any agent or other representative of Client) uploaded or utilized on the Service, do not infringe upon or misappropriate any copyright, patent, trade secret or other third party right.
- c. Client has the requisite expertise to evaluate the suitability of the Service in relation to Client's training, reporting and data management needs; and
- d. Client will have sole responsibility for training its employees and conducting its occupational health and safety and occupational medical management programs in a reasonable manner.

8. IP Indemnification. The UL Solutions Contracting Party shall indemnify, defend and hold Client, its subsidiaries and affiliates, and their respective directors, officers, employees and agents harmless against any and all claims, damages or liability, whatsoever, including payment of reasonable attorneys' fees and costs, suffered or incurred by Client in connection with any U.S. patent, copyright or other intellectual property infringement claim by any third party against Client with respect to the Service. This indemnity obligation shall apply only to the extent that Client promptly notifies the UL Solutions Contracting Party after Client becomes aware of such claim, grants to the UL Solutions Contracting Party the authority to defend, compromise or settle the claim of infringement, and provides any Client information relevant to such claim. The UL Solutions Contracting Party shall have no liability for any claims of infringement that are based on:

- i. Client's modification to the Service or
- ii. A use of the Service in a manner not contemplated by the Service Agreement.

This Section shall constitute the UL Solutions Contracting Party's entire obligation to Client with respect to any claim of infringement.

9. Term and Termination. The term of each Service Agreement shall be set forth in the Quotation. The Service Agreement may only be terminated upon the occurrence of any of the following:

- a. A material default or breach of the Service Agreement by the other party, provided that written notice has been given of such material default or breach and such material default or breach remains uncured for a period of thirty (30) days after written notice has been given.
- b. A material breach by the other party of any of its warranties and representations set forth in the Service Agreement; or
- c. A party becomes or is declared insolvent or bankrupt, the subject of any proceedings relating to liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations.

In addition to the foregoing, the UL Solutions Contracting Party may terminate this Agreement for failure by Customer to pay any undisputed amount due. In the event the UL Solutions Contracting Party properly terminates the Service Agreement, all contracted fees under the Service Agreement shall become immediately due and payable.