

## SPOT SAAS SERVICE TERMS

These Service Terms shall govern the provision of software as a service ("SaaS") solutions by the UL 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. Services.

**(a) Descriptions.** UL Contracting Party will perform one or more of the following services (the "Services") as detailed in the Quotation: (i) the listing, linkage and access to Client's product information ("Client Information") and documents or abstracts thereof, for Users of the SPOT site ("Users") of a selected industry category and region; (ii) the placement of digital media at [www.ul.com/spot](http://www.ul.com/spot) and/or in other communications venues made available to Users; (iii) the transmission to Client of activity reports recording User accesses of Client product information including User sample, sales and technical requests, (iv) access to software and tools that assist in the use of services at (i) - (iii); (v) document processing, indexing and other maintenance services associated with enabling (i) - (iv); and (vi) SaaS tools related to data processing, document creation, and web-based document search and retrieval.

**(b) Delivery and Performance.** Client shall deliver its product information to UL Contracting Party in such file formats and on such media as reasonably required by UL Contracting Party.

**(c) Linked Web Sites.** Where available UL Contracting Party shall provide hyper-links to Client Information that is available on-line on or through websites or systems specified by Client. Client shall ensure that each such website and system functions in accordance with customary industry standards and that Client Information available on such websites or systems conforms to the information content standards set forth in this Agreement and is kept up-to-date.

**(d) Reports.** Where included in the Service, Client activity reports will be made available on-demand, or on a bi-monthly or monthly basis. Each report contains records of all User accesses and sample/technical/sales requests related to Client Information at [www.ul.com/spot](http://www.ul.com/spot) and/or in other communication venues made available to Users. A Client's annual contract cost for some of the Services will be directly related to the number of sales opportunities provided by UL Contracting Party to the Client over the contract period. A sales opportunity is defined as a User activity record - not including activity records from other Client companies, distributors, consultants, and educational institutions - that indicates company or product interest from a search and access of any Client document at [ul.com/spot](http://ul.com/spot) in a single day. Multiple activity records by the same User on a single day are counted as one sales opportunity. Activity records originating from non-search activities (e.g., from a digital media placement) are also excluded from the sales opportunity count.

**2. License and Provision of Client Information.** In consideration of UL Contracting Party's performance of the obligations of this Service Agreement and solely in connection with UL Contracting Party's performance of this Service Agreement, Client grants to UL Contracting Party a limited, non-exclusive, revocable worldwide license, for the term of this Service

Agreement and with respect to the operation of ul.com/spot (or such other website(s) as UL Contracting Party may from time to time advise Client) and the computer hardware and software used to maintain, backup and mirror the ul.com/spot and other websites, to: (a) copy, use, store, publicly display, publicly transmit Client Information; (b) incorporate hypertext reference links to, and framed pages from, Client Information provided such links shall be subject to UL Contracting Party's prior written approval which shall not be unreasonably withheld; and (c) display Client's trade names, trademarks, service marks, trade dress and images within the ul.com/spot in connection with providing on-line access to Client Information in accordance with the terms of this Agreement.

**3. Proprietary Rights.** Client shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in Client Information submitted as part of this Service Agreement, including without limitation Client's trade names, trademarks, service marks, trade dress and images therein. UL Contracting Party shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in UL Contracting Party's information and intellectual property, including without limitation the UL Companies' trade names, trademarks, service marks, trade dress and images therein. Client acknowledges that the ul.com/spot website, including, without limitation, all trade names, trademarks, service marks, content, text, images, software, media and other materials therein, is a work or collective work proprietary to or licensed by UL Contracting Party or its affiliates and protected under copyright, trademark and other intellectual property laws. Client acknowledges that the UL Companies possess and exclusively own compilation copyrights in the information and data maintained on their website(s).

**4. Availability of Services.** Subject to the terms and conditions of this Agreement, UL Contracting Party shall use commercially reasonable efforts to provide the Services twenty-four (24) hours a day, seven (7) days a week, throughout the term of this Service Agreement. Client's sales opportunity reports will be generated and/or made available by UL Contracting Party to Client based on one of the standard intervals offered by UL Contracting Party. Client acknowledges that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which UL Contracting Party may undertake from time to time; or (iii) causes beyond the control of UL Contracting Party. Any such Service disruptions shall not be a breach of UL Contracting Party's performance obligations under this Service Agreement provided UL Contracting Party engages in commercially reasonable efforts to remedy such disruptions.

**5. Substitute/Successor Web Sites.** Client agrees that UL Contracting Party may establish and substitute other web sites for the ul.com/spot website, provided such substitute websites are in substance and function similar to the ul.com/spot website. In the event UL Contracting Party makes such a substitution, all references in this Service Agreement to ul.com/spot shall be deemed to refer to the substitute website and related services.

**6. Information Content Standards.** Client agrees to comply with UL Contracting Party's reasonable legal, decency and preventability standards relating to Client Information, which may be amended or changed from time to time in UL Contracting Party's reasonable discretion upon notice to Client. UL Contracting Party reserves the right to refuse to perform the Services with respect to any of Client Information that does not conform to such standards or otherwise fails to comply with the requirements of this Service Agreement.

**7. Fees, Taxes and Payment.** Client shall pay UL Contracting Party when due the fees described on the Quotation ("Fees"). The Fees may be changed by UL Contracting Party effective upon each renewal term of this Service Agreement, provided UL Contracting Party notifies Client in writing of such change sixty (60) days or more in advance of the effective date of such change.

**8. Privacy and Disclosure.**

**(a) Client's Restricted Information.** The Parties acknowledge while UL Contracting Party restricts access to its Clients and Users only, employees and professionals from product manufacturing companies and organizations world-wide, are eligible to join the service. The Parties further acknowledge that the Client may wish to restrict access to portions of its Information to certain Users or groups of Users of ul.com/spot. UL Contracting Party shall implement commercially reasonable measures, including restricting User access by password authorization, to ensure that access through ul.com/spot to Client's Information will be limited to those Users or categories of Users identified by Client as authorized to access that portion of its Information. Client acknowledges and agrees that UL Contracting Party shall not be responsible or liable for any unauthorized User access to Client Information resulting from the misuse of User names or passwords, the misrepresentation by Users of their identities or affiliations, or any other failure to restrict User access to Client Information, provided UL Contracting Party acts promptly and reasonably to limit such unauthorized access upon notice from Client.

**(b) Usage Data.** Client hereby grants UL Contracting Party a non-exclusive, perpetual, irrevocable, royalty-free and fully paid license (with the right to assign such license to affiliates) to use, reproduce, modify, create derivative works of, distribute, perform and display aggregated, anonymized data derived from Client's use of the Services and Client Information, including any Confidential Information, (the "Aggregated Data") for UL Contracting Party's business purposes, including the provision of products and services to UL Companies' other customers, provided the Aggregated Data is combined with similar data from other customers and does not include (directly or by inference) any information identifying Client or any identifiable individual and does not include Client Information or Client's Confidential Information in a non-aggregated, identifiable format. The Aggregated Data will not be considered Client's information or Client's confidential information. The UL Companies also shall be able to refer to the fact that Client uses the Services in our promotional materials.

**9. Warranties and Disclaimer.**

**(a) Client Warranty.** Client warrants to the UL Contracting Party that: (i) Client Information shall conform substantially to the description and specifications set forth on the Quotation; (ii) Client Information does not and shall not contain or be alleged to contain any content, work, name, mark, designation, materials or link (a) that actually or potentially violates any applicable law or regulation or infringes any proprietary, intellectual property, contract or tort right of any person, or (b) that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; and (iii) Client has the right to grant the UL Contracting Party the license to Client Information provided herein and authorize the worldwide copying, display and transmission of its Information, subject to the terms of this Service Agreement. Client Information is included in the definition of Your Information under the GSA.

**(b) DISCLAIMER. UL CONTRACTING PARTY DOES NOT WARRANT THAT THE SERVICES OR ITS WEBSITE(S) WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES UL CONTRACTING PARTY MAKE ANY WARRANTY AS TO THE PERFORMANCE OR ANY RESULTS THAT MAY BE OBTAINED BY USE OF ITS WEBSITE(S). UL CONTRACTING PARTY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE MATERIALS OR THE USER POSTINGS. THE WEBSITE(S) AND THE MATERIALS, INFORMATION, SERVICES, AND PRODUCTS IN THE WEBSITE, INCLUDING, WITHOUT LIMITATION, DATA, TEXT, GRAPHICS, AND LINKS, ARE PROVIDED "AS IS" AND UL CONTRACTING PARTY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. UL CONTRACTING PARTY DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS IN THE WEBSITE IN TERMS OF THEIR COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE.**

**10. Term and Termination.** The term of this Service Agreement shall commence on the effective date specified on the Quotation and shall continue for one (1) year, unless sooner terminated as provided herein, or unless a different term is specified in the Quotation. Thereafter, this Service Agreement shall automatically renew for successive one (1) year terms beginning on the anniversary date unless (i) a different term is specified in the Quotation or (ii) either Party provides to the other Party written notice of its election not to renew this Service Agreement at least thirty (30) days prior to the expiration of the then current term. If, prior to the expiration of the then current term, the Parties agree to amend the Quotation by adding Services, updating pricing, or otherwise, this Service Agreement will continue in effect subject to those modified terms with the same effective date as originally stated on the initial Quotation. UL Contracting Party may immediately terminate this Service Agreement and all of your rights hereunder for any violation or breach of the terms and conditions set forth herein.