

UL TURBO CARBON™ REPORTING SOLUTION SERVICE TERMS

These Service Terms shall govern the provision of Turbo Carbon reporting solution services by the UL Company named in the Quotation or Statement of Work (“UL Contracting Party”) and set out the responsibilities and obligations of the Client. These Service Terms, the Global Services Agreement (“GSA”) between the parties, and each Quotation form the Service Agreement for the Turbo Carbon reporting solution services. The capitalized terms in these Service Terms, which are not defined herein, shall have the same meaning as in the GSA.

These Service Terms govern your use of the Turbo Carbon™ Reporting Solution (“Service”) which is accessible at turbocarbon.credit360.com (the “Site”).

1. Language of the terms

Where the UL Contracting Party has provided you with a translation of the English version of the Service Terms, you agree that the translation is provided for your convenience only and that the English language versions of the Service Terms will govern your relationship with the UL Contracting Party. If there is any conflict between the English language version of the Service Terms and a translation, then the English language version shall take precedence.

2. Services

Through the Site, you will create a user account that will enable you to access and use the Service subject to the Service Agreement and any additional terms provided on the Site. The standard package for the Service will consist of:

1. An activation session which consists of up to four (4) hours of access to a carbon specialist to train your users and prepare your reporting structure.
2. SaaS carbon reporting solution which includes data collection and report creation for up to five (5) facilities and other features which may be added by the UL Contracting Party in its sole discretion. Licenses can be purchased for extra facilities.
3. Support desk: will provide to one (1) hour per year of support from the UL Contracting Party’s help desk, which is operational from 09:00 to 17:00 GMT from Monday to Friday with the exception of public holidays.
4. Analytics: at the start of each renewal year the UL Contracting Party will provide up to four (4) hours of analytics on the data submitted by you in the preceding year with the intention of identifying opportunities for you to improve your carbon management.

3. Delivery of a Report

Once you have collected and submitted your data, you can generate a Report based on your submitted data for the default reporting period covering January 1st to December 31st. You will be notified of the Report’s availability for download via e-mail. Please be sure your network allows receipt of emails from the UL Contracting Party’s support team <reply@cr360.com> to ensure notification Reports are dynamically associated with the most recent data that you have collected and submitted. **YOU ACKNOWLEDGE AND**

AGREE THAT ANY REPORT GENERATED HAS NOT BEEN VERIFIED BY THE UL CONTRACTING PARTY, THAT YOU SHALL REVIEW ANY REPORT PRIOR TO ITS DISTRIBUTION OR PUBLICATION AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY PUBLISHED OR OTHERWISE DISTRIBUTED REPORT.

4. Fees and Payment

You will pay the fees for Services before you will be permitted to access and use the Services. The fees for the Services shall be paid on a yearly basis. You are responsible for ensuring that any payment information associated with your account is accurate, valid and up to date, and that you are authorized to use it. If the UL Contracting Party cannot collect payment from you, the UL Contracting Party may cancel your access to the Services and delete any data associated with your use of the Services.

You will receive a notice by email and notices posted in the Services notifying you of an upcoming automatic renewal. You are responsible for taking action prior to a yearly renewal if you do not want your subscription to renew automatically by ensuring that your administrator for Site access contacts carbon@ul.com to notify the UL Contracting Party of your intent to cancel. The UL Contracting Party may change the pricing of the Services for a subscription renewal and shall provide you with notice of such change.

5. Account Information and Security

The UL Contracting Party does not own any data, information, or material that you submit to the Service in the course of using the Service and such inputs will be considered "Your Information". In addition to the representations made in the GSA, you hereby represent and warrant that you have all necessary rights in and to all Your Information you provide and that your submission of Your Information and its use in connection with the Site shall not infringe, violate, or misappropriate any intellectual property or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information. You hereby represent and warrant that you will comply with all applicable laws in your use of the Service, that you are authorized under such laws to provide the UL Contracting Party with any personal data and that you have obtained any necessary consent or fulfilled any other requirements for the UL Contracting Party to process such personal data in performance of the Service.

The UL Contracting Party will collect and store Your Information in compliance with applicable laws and in a manner consistent with industry security standards. We have implemented technical, organizational, and administrative systems, policies, and procedures to help ensure the security, integrity, and confidentiality of Your Information and to mitigate the risk of unauthorized access to, use, or alteration thereof. You grant to the UL Contracting Party a non-exclusive, perpetual, irrevocable, fully paid up, royalty free license to use aggregated, anonymized data derived from Your Information or your use of the Service (the "Aggregated Data") for the UL Contracting Party's business purposes, including anonymized performance benchmarking and the provision of products and services. "Aggregated Data" does not include (directly or by inference) any information identifying you or any identifiable individual and does not include Your Information in a non-aggregated format. The Aggregated Data will not be considered to be Your Information.

6. **Site Data**

While the UL Contracting Party does not sell, transfer or provide your personal information to third parties, UL may provide aggregate and other information to third-parties. Such information does not personally identify individuals, but instead provides a helpful understanding of the groups of people, including firms and organizations. The UL Contracting Party may also collect general data pertaining to every visitor to its Site, including, but not limited to, the IP location, the length of time spent utilizing the Service and/or Site, project locations and the data pages accessed while visiting the Site ("Data"). This information may be collected to, among other things: aggregate statistical information, facilitate system administration, and manage and improve the UL Contracting Party services. The Data will not be considered Your Information or Confidential Information and the UL Contracting Party shall be free to use, disclose, and distribute such Data to third parties without limitation.

7. **Licenses**

In consideration for payment to the UL Contracting Party of the applicable Service fee, the UL Contracting Party grants to you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes. You may not modify, sell or transfer the Service or Service content, in whole or in part. You shall not decompile, disassemble, reverse engineer, or in any way derive source code from the Service or Service content. No rights to use the Service in a time-sharing, service bureau or reseller capacity are granted.

You hereby grant the UL Contracting Party a non-exclusive, worldwide, royalty-free, and fully paid license (with the right to assign such license to affiliates) to use, reproduce, modify, create derivative works of Your Information, including any Confidential Information for the sole purpose of performing the Service under this Agreement.

8. **Your Responsibilities**

You are responsible for all activity occurring under your account and shall abide by all applicable local, state, national, and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify the UL Contracting Party immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to the UL Contracting Party immediately and use reasonable efforts to immediately stop any copying or distribution of Service Content (as defined herein) that is known or suspected by you or your users; and (iii) not impersonate another user or provide false identity information to gain access to or use the Service.

You agree not to access the Site by any means other than through the interface that is provided by the UL Contracting Party for use in accessing the Site. You acknowledge and agree that the UL Contracting Party may terminate your password or account or deny you access to all or part of the Site without prior notice if you engage in any conduct or activities that violate any of the terms and conditions of the Service Agreement or any applicable laws,

violate the rights of the UL Contracting Party, or is otherwise inappropriate for continued access.

The Service requires that questions relevant to you in the Site are fully and accurately answered by you. By using this Service, you are certifying that the information you enter is true, accurate, and complete. The UL Contracting Party has no responsibility to verify the information you provide.

9. **UL Intellectual Property**

The IP Rights in and to the Service and Service Content (as defined herein) are and shall remain the property of the UL Contracting Party and its licensors. **“IP Rights”** means all intellectual property and industrial property rights of any kind whatsoever, including patents, supplementary protection certificates, rights in know-how, trademarks, designs, models, design rights, rights to prevent passing off or unfair competition in copyright (whether in drawings, plans, specifications, designs, computer software or otherwise), database rights, any rights in any invention, discovery or process and applications for and rights to apply for any of the foregoing, in each case in the United States, United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions. **“Service Content”** means the computer code, operating instructions, graphics, designs, proprietary scripts, underlying technology, third party content, information and/or other material (whether in written, graphical or other form) comprised in the Service.

10. **Termination of Service**

Once your use of the Service has terminated, the UL Contracting Party will promptly destroy Your Information contained within the Service. You agree that the UL Contracting Party may retain one (1) copy of Your Information in an encrypted archived computer backup system made in accordance with the UL Contracting Party’s business continuity and disaster recovery policies.

11. **Internet Delays**

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE UL CONTRACTING PARTY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.