

**UL BUILT inFORM™ SOFTWARE SOLUTION**  
**SERVICE TERMS**

These Service Terms shall govern the provision of Built inForm™ building and facility solutions services by the UL Contracting Party (as identified in a Quotation, Statement of Work, or Order (together, the “Quotation”)) 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 Built inForm™ building and facility solutions services. 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 Contracting Party of applicable license fee(s), UL Contracting Party grants to Client and Affiliates (as defined below) a limited non-exclusive, non-sublicensable, and non-transferable license to access and use the Service(s) 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 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, and/or other intellectual property rights laws. The Service and Service Content and all intellectual property rights therein are and shall remain the exclusive property of the UL Contracting Party and/or its licensors as applicable. Client shall comply with all such laws and shall not assert any rights in the Service and Service Content, other than its limited 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 exclusively with the UL 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. Except for the purpose of fulfilling its obligations to Client under the Service Agreement or as otherwise stated in these Service Terms, the UL Contracting Party has no rights in Client Data. The UL Contracting Party will retain Client Data on its systems for sixty (60) days after expiration or termination of the Service Agreement and after this sixty (60) day period, UL Contracting Party has no obligation to retain such data. During this sixty (60) day period, the UL 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: all terms and conditions, including but not limited to pricing, of the Service Agreement.

- 5. Security and Data Usage.** The UL Contracting Party will collect and store Client Data in compliance with applicable laws and in a manner consistent with industry security standards. The UL Contracting Party has implemented technical, organizational, and administrative systems, policies, and procedures to help ensure the security, integrity, and confidentiality of Client Data and to mitigate the risk of unauthorized access to, use, or alteration thereof. Client grants to the UL Contracting Party a non-exclusive, perpetual, irrevocable, fully paid up, royalty free license to use aggregated, anonymized data derived from Client Data and/or Client's use of the Service (the "Aggregated Data") for the UL Contracting Party's business purposes, which includes, but is not limited to, anonymized performance benchmarking, the provision of products and services, and aggregating data with UL Contracting Party's scoring methodologies. "Aggregated Data" does not include (directly or by inference) any information identifying Client or any identifiable individual and does not include Client Data in a non-aggregated format. The Aggregated Data will not be considered to be Client Data.
- 6. 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 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 Contracting Party of any unauthorized use of Client's account, breach of security or loss or theft of user names 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 Contracting Party using the Internet, other network communications, facilities, telephone, or any other electronic means.
- 7. UL Contracting Party Representations and Warranties.** The UL 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; and (b) it will comply with all applicable federal, state and local laws and regulations in the performance of its obligations hereunder. The UL Contracting Party's warranty obligations are personal to Client and do not extend to any third party. Except as expressly stated herein, the UL Contracting Party disclaims all warranties of any kind, express or implied, including without limitation, any implied warranties of merchantability, suitability, fitness for a particular purpose, or non-infringement with respect to the Service hereunder. The UL Contracting Party does **not** warrant that a) the Service will be uninterrupted or error free, b) that Client will obtain any specific results by using the Service, or c) that the opinions or findings it provides in connection with the Service will be recognized or accepted by third parties or represent legal or other regulatory advice.
- 8. 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 (which includes any third party intellectual property or data that Client uploads or inputs into the Service) and Client Data (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 building and facility needs; and (d) Client will have sole responsibility for maintaining its own building and facility activities, necessary certifications, and determining the governance of its building portfolio and the safety of any occupant(s), tenant(s), resident(s), and any visitors on premises.

- 9. Remedy for IP Infringement.** If the use of the Service or Service Content infringes, or in UL Contracting Party's determination, is likely to infringe, a third party proprietary right, UL Contracting Party may, in its sole discretion and at its option and expense (a) obtain for Client the right to use the allegedly infringing item(s), (b) substitute or modify such item to be non-infringing and have equivalent functionality, or if the foregoing options are not commercially reasonable (c) terminate the Quotation and provide a pro-rated refund of any prepaid fees. This Section 9 is Client's sole and exclusive remedy for the actual or alleged infringement of any third party's proprietary right(s) arising from Client's use of the Service or Service Content.
- 10. Indemnification By Client.** In addition to the indemnification obligations listed in Section 11. Third Party Claims of the GSA, Client shall indemnify, defend, and hold UL Contracting Party, its subsidiaries and affiliates, and their respective directors, officer, 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 UL Contracting Party in connection with (i) any claim that the Client Data infringe the IP Rights of any third party; and (ii) any claims or actions brought by third parties arising out of, or related to, Client's building and facility activities, policies, public safety (including the life safety of tenant(s), occupant(s), resident(s), or visitor(s)), or incidents that occur in or are related to the building and facility.
- 11. 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 Contracting Party may terminate this Agreement for failure by Customer to pay any undisputed amount due. In the event the UL Contracting Party properly terminates the Service Agreement, all contracted fees under the Service Agreement shall become immediately due and payable.
- 12. 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.