

## FOLLOW-UP SERVICE TERMS

These Follow-Up Service Terms (i) govern Follow-Up Service performed by UL Contracting Party for the Client, also sometimes referred to as Subscriber, with respect to a Product, and (ii) set out the responsibilities and obligations of the Client in connection with the Follow-Up Service. The Parties' Global Services Agreement is incorporated by reference into these Follow-Up Service Terms and into each Service Agreement for Follow-Up Services. The capitalized terms used but not defined in these Follow-Up Service Terms have the same meaning as in the Global Services Agreement.

- 1. Definition of Covered Product and Product Category.** "Covered Product" means a device, equipment, material or system ("Product") (a) that UL Contracting Party or another UL Company has determined eligible to bear certain names, trademarks, service marks, and certification marks that are controlled or used by UL Contracting Party that include "UL" or the "UL" symbol (each a "UL Mark"), following investigation under a separate Service Agreement for Product Investigation Services, (b) as to which Subscriber has been granted permission for Use of the UL Mark by issuance of a Follow-Up Service Procedure in accordance with Section 8 hereof, and (c) the name of the Listee and the identification of which Product appears in UL's published records, but only provided that and so long as Subscriber agrees to the performance of Follow-Up Service by UL Contracting Party. "Product Category" means a category of products to which a Product is assigned in the Follow-Up Service Procedure.
- 2. Definition of Follow-Up Service(s).** "Follow-Up Services" means inspection (including but not limited to Follow-Up Service Inspection) of Covered Products or manufacturing process(es) and of Manufacturing Locations, additional testing and any other activities by UL Contracting Party or another UL Company to determine if the Covered Products satisfy UL Requirements.
- 3. Definition of Subscriber and Related Matters.** The term Subscriber means a Client that enters into a Service Agreement with UL Contracting Party in one or more of the following capacities: (a) an "Applicant" (the party that applies to UL Contracting Party for Follow-Up Service), (b) a "Manufacturer" (the manufacturer or assembler of the Covered Product at whose factory the Follow-Up Service is established), or (c) a "Listee" (the company (Listee, Classified Company, Verified Company or Recognized Company) whose name is published in the published records maintained by UL Contracting Party or another UL Company). Where a Client's obligations do not solely pertain to its specific status as Applicant, Manufacturer or Listee, the Client is referred to as "Subscriber." Where a Client's obligation arises from its specific status as Applicant, Manufacturer or Listee, the Client is referred to as "Applicant," "Manufacturer," or "Listee," as appropriate. Before UL Contracting Party establishes Follow-Up Service for any Product, the Applicant must provide UL Contracting Party with the intended Listee's company name and address (if different from that of the Applicant), the name of the Manufacturer and the addresses of the locations where the Product is being manufactured, assembled, fabricated, processed, finished or where it is stored or labeled (each, a "Manufacturing Location"). Listee authorizes UL Contracting Party to publish its name and other information regarding the Covered Product in UL Contracting Party's or another UL Company's

published records. No Follow-Up Service will be established or maintained unless all necessary and appropriate Applicants, Manufacturers, and Listees have accepted and comply with the terms of the Service Agreement for Follow-Up Services. To the extent Applicant subcontracts all or a part of the manufacture or assembly of its Product(s) to a third party Manufacturer, Applicant shall cause such Manufacturer to comply with UL's requirements, including without limitation, the terms of any Service Agreement.

4. **Definition of UL Contracting Party.** The UL Contracting Party for Follow-Up Service with respect to a Product or Product Category will be set forth in the Follow-Up Service Procedure. If a Product or Product Category is manufactured at more than one Manufacturing Location, the Applicant and Manufacturers may receive more than one Follow-Up Service Procedure and enter into more than one Service Agreement for Follow-Up Services with more than one UL Contracting Party.
5. **Offer and Acceptance.** Nothing in this Section 5, other than definitions, shall apply to any Service Agreement for Follow-Up Services for Covered Products for which Client was receiving Follow-Up Service prior to January 1, 2012. Service Agreements for Follow-Up Services for such Covered Products are formed pursuant to Section 27 of the Global Services Agreement between UL Contracting Party and Client with an effective date on or after January 1, 2012.
  - (a) The issuance by UL Contracting Party or another UL Company, acting on behalf of UL Contracting Party, to Manufacturer of a Follow-Up Service Procedure in accordance with Section 8, below) will be considered UL Contracting Party's Quotation and offer to each Subscriber to provide Follow-Up Service and charge applicable fees.
  - (b) Such Quotation and offer will be deemed accepted by each Subscriber and a binding agreement for Follow-Up Services ("Service Agreement for Follow-Up Services") shall be formed with each Subscriber upon any Subscriber's earliest (1) Use of the UL Mark, (2) admittance to a Manufacturing Location of a representative of UL Contracting Party or another UL Company to perform a Follow-Up Service Inspection, or (3) payment by any Subscriber of Follow-Up Service fees. Such Service Agreement for Follow-Up Services shall incorporate the Global Services Agreement and these Follow-Up Service Terms.
  - (c) If a revised Follow-Up Service Procedure is delivered for an existing Product Category such revised Follow-Up Service Procedure will constitute a new Quotation for Follow-Up Services only if such revised Follow-Up Service Procedure adds or changes a Manufacturing Location for such Product Category and only with respect to such new Manufacturing Location. If a revised Follow-Up Services Procedure does not add or change a Manufacturing Location, such revised Follow-Up Services Procedure will not constitute a new Quotation for Follow-Up Services but shall modify the existing Follow-Up Services Procedure.
6. **Use of the UL Mark.** The Subscriber's "Use of the UL Mark" shall mean, (i) the manufacture, sale, delivery, shipment, distribution or promotion of any Covered Product bearing a UL Mark, or (ii) a description referring to UL Contracting Party or another UL Company, or (iii) the Subscriber's use of the name of UL Contracting Party or another UL Company or UL Mark in advertising or promotional materials (as described in Section

27 of these Follow-Up Service Terms). The Subscriber's Use of the UL Mark shall be deemed to commence upon the earliest of (i), (ii) or (iii) above.

7. **UL Requirements.** "UL Requirements" means, solely for the purposes of these Follow-Up Service Terms, any requirements imposed by UL Contracting Party including without limitation the description, specifications and requirements contained in the Follow-Up Service Procedure, Underwriters Laboratories Inc. or other local, regional or internationally recognized standard or standards, if any, applicable from time to time to the Covered Product or its Product Category, and the performance requirements applied as a condition of Subscriber's Use of the UL Mark.
8. **Follow-Up Service Procedure.** Upon a UL Company's determination that Client's Product(s) is/are eligible to bear the UL Mark, UL Contracting Party or another UL Company, acting on behalf of UL Contracting Party, will prepare, lend and provide to the Manufacturer(s) the Follow-Up Service Procedure for each Product. The Follow-Up Service Procedure will contain provisions and conditions identifying (a) the Applicant and Manufacturer, (b) the Product Category, (c) the applicable Follow-Up Service, (d) the conditions that apply for Use of the UL Mark in connection with the Product or Product Category including any dispositions and required actions provided by the UL Contracting Party during surveillance and (e) the Manufacturing Locations where UL Mark is to be applied. If a Subscriber does not accept the Service Agreement for Follow-Up Services in accordance with Section 5 of these Follow-Up Service Terms, the Subscriber must immediately return the Follow-Up Service Procedure to UL Contracting Party.
9. **Initial Production Inspection.** As a condition on Use of the UL Mark by Subscriber with respect to a Covered Product, UL Contracting Party reserves the right to conduct an Initial Production Inspection (IPI). The IPI is a check on the means that the manufacturer has in place to produce a Covered Product in accordance with UL Requirements.
10. **Follow-Up Service Inspections.** Subscriber acknowledges and agrees that UL Contracting Party representatives will make periodic examinations or tests of the Covered Product or manufacturing process(es) ("Follow-Up Service Inspection") at facilities where such Covered Product is manufactured. UL Contracting Party may, from time to time, examine the Subscriber's management system and production records as part of the check on the means that the Manufacturer is using to determine the continued conformity of the Covered Product to UL Requirements. UL Contracting Party may, from time to time, select samples at such facilities, at any place of sale, or elsewhere, for examination or testing to determine whether the specific samples so examined or tested conform to applicable UL Requirements.

**Samples for Examination or Testing.** Subscriber acknowledges that only authentic samples, as directed by UL Contracting Party representatives, will be provided to Contracting Party representatives, when such samples are required from facilities where Covered Product is manufactured. In no case is such a sample to be modified after selection unless specified in the Follow-Up Procedure.

11. **Acceptance of Components Certified by Others.** The following provisions apply if the Covered Product includes components certified by other certification organizations:
  - (a) Subscriber acknowledges that upon Product submittal, Applicant identified in writing any non-UL tested/certified product components certified by other

certification organizations and the requirements, programs and marks to which they are certified.

- (b) Subscriber acknowledges that UL Contracting Party may accept certain non-UL tested/certified components, with or without additional testing, that are certified by certain other certification organizations as determined by UL Contracting Party in its sole discretion (“Accepted Component”). Any additional testing or verification of certification of Accepted Components performed by UL Contracting Party shall not relieve Subscriber of its obligations under these Service Terms. UL Contracting Party only accepts selected components certified by selected certification organizations. The components and other certification organizations UL Contracting Party accepts may change from time to time at the sole discretion of UL Contracting Party. Components not accepted by UL Contracting Party must be separately tested by UL Contracting Party to determine compliance with the UL Requirements.
- (c) Subscriber represents and warrants to UL Contracting Party that all Accepted Components are in compliance with the component’s applicable certification requirements at all times a UL Mark is used on or in connection with the Product.
- (d) Subscriber acknowledges that UL Contracting Party’s Services may not include re-testing or verifying the compliance of any Accepted Component with any component certification requirements; that UL Contracting Party accepts such Accepted Components “AS IS”; and that UL Contracting Party’s Services in no way imply that UL Contracting Party is guaranteeing or making any representation whatsoever with respect to the Accepted Components, other than what appears in the UL Contracting Party’s report or Procedure. Subscriber agrees that UL Contracting Party may rely upon Subscriber’s representation and warranty that the Accepted Components meet all applicable certification requirements and, in addition to those provisions set forth in Section 11 (Third Party Claims) of the GSA, Subscriber agrees to indemnify, defend and hold UL Contracting Party and each Indemnified Party harmless from any claims, losses or causes of action, whatsoever, arising out of or in connection with the Accepted Components.
- (e) Accepted Components may, at UL Contracting Party’s sole discretion, be examined by UL Contracting Party at the end product manufacturing location as part of UL Contracting Party’s Follow-Up Services, however, any such examination shall not relieve Subscriber of its obligations under these Service Terms.
- (f) UL Contracting Party may withdraw the certification of any Product that utilizes an Accepted Component if UL Contracting Party: becomes aware at any time that the Accepted Component no longer is in compliance with the component’s certification requirements to which it was tested; no longer accepts that specific non-UL tested/certified component, and/or no longer accepts components certified by the certification organization which certified that component. In addition, UL Contracting Party may modify or terminate acceptance of any non-UL tested/certified component in its sole discretion at any time by providing notice to Subscriber.

**12. Access to Facilities.** Subscriber acknowledges and agrees that representatives of UL Contracting Party, as well as any third-party observers accompanying the

representatives, shall have free, unannounced, immediate, safe, and secure access to factories or storage facilities where the Covered Product, or any components thereof, are fabricated, processed, finished, stored, or located, during normal business hours or when the factory or storage facilities are actually in operation. Subscriber also acknowledges and agrees to provide access to their management system and production records for the Covered Product. Subscriber agrees to provide UL Contracting Party's representatives and third-party observers with all applicable safety, and other, protections required by law for Subscriber's own employees, including, without limitation, all U.S. Occupational Safety and Health Administration ("OSHA") rules and regulations or any non-U.S. equivalents. Subscriber will **not** attempt to condition the right of UL Contracting Party's representatives, or the third-party observers accompanying the representatives, to obtain free access to a factory or storage facility upon the signing of any agreement, waiver or release which in any way purports to affect the legal rights or obligations of UL Contracting Party or its representative. If any representative of UL Contracting Party signs such an agreement, waiver, or release, it shall be considered void and will be of no force and effect. UL Contracting Party will, however, direct its representatives to exercise reasonable care to comply with any plant safety regulations generally applicable to personnel at any such factory or storage facility.

**13. Access to UL Mark.** Consistent with Section 10, above, Manufacturer will make the UL Mark, and the means of applying such UL Mark, available for inspection by UL Contracting Party's representatives at all reasonable times. If UL Contracting Party's examination(s) or test(s) disclose features that, in the sole opinion of UL Contracting Party's representative, do not conform to UL Requirements, the Manufacturer must correct such items within a time period designated by UL Contracting Party, follow the disposition and required action provided by the UL Contracting Party which may include removing the UL Mark from the Product that UL Contracting Party representative identifies as not conforming to UL Requirements, or ceasing the sale of any such Product identified as not conforming to UL Requirements pending the outcome of any appeal to UL Contracting Party, as provided below. If any Manufacturer disagrees with UL Contracting Party's representative regarding whether a Product is eligible to bear the UL Mark, the Manufacturer may appeal the representative's decision and may hold the Product at the factory or storage facility pending decision by UL Contracting Party in any such appeal.

**14. Use of Information Communication Technologies.** Client acknowledges and agrees that UL Contracting Party may utilize information communication technologies including without limitation, drones, cameras, special glasses, mobile devices, and artificial intelligence (together, "ICT") in performing the Services. The ICT may be a partial or full replacement for an existing evaluation method (like the human eye) or as a new evaluation method. If UL Contracting Party notifies Client that ICT will be utilized for the Services, Client will be responsible for ensuring that all necessary information and approvals are in place so that the ICT can be utilized in a safe and compliant manner, including without limitation:

- (a) Acquiring any applicable legal and safety requirements (e.g., permits, local permissions).
- (b) Coordinating and communicating with any third parties onsite about the use of the ICT and ensuring they do not to disrupt or interfere with the Services.

- (c) Ensuring all legal and work site limitations associated with the use of the ICT are met. UL Contracting Party will employ commercially reasonable information, physical, cyber and data security measures in connection with its use of the ICT.

- 15. Limitation of Liability for Follow-Up Service.** Subscriber expressly acknowledges and agrees that Follow-Up Service—including, without limitation, UL Contracting Party’s inspection of facilities where the Covered Product is manufactured or assembled and UL Contracting Party’s examination or testing of sample manufactured Covered Product—does not in any way relieve Subscriber of any responsibility for the design, manufacture, testing, marketing, and sale of the Covered Product. Rather, Subscriber acknowledges and agrees that Follow-Up Service is designed solely to serve as a check on the means that the Manufacturer is using to determine the continued conformity of the Covered Product to UL Requirements. Subscriber further acknowledges and agrees that Follow-Up Service is designed to supplement, and not to supplant, Subscriber’s own efforts to examine and to test the manufactured Covered Product. Subscriber further agrees that the Manufacturer shall establish and maintain a quality control program of inspection and testing of manufactured Covered Product in order to ensure that Covered Product bearing a UL Mark conforms at all times to UL Requirements. Manufacturer agrees to maintain appropriate testing and measuring equipment at its facilities. Manufacturer will ensure that the testing and measuring equipment is properly calibrated and maintain appropriate records of calibration for the equipment. Manufacturer will make its calibration records and its testing and measuring equipment available to UL Contracting Party during a Follow-Up Service Inspection as appropriate for the Covered Product.
- 16. Covered Product Compliance and Field Performance.** Subscriber acknowledges its willingness to support UL Contracting Party’s public safety mission and that UL Contracting Party is entitled to receive information received, developed or collected by Subscriber regarding the field performance of a Covered Product. Accordingly, Subscriber will promptly notify UL Contracting Party in writing: (i) when Subscriber notifies a relevant governmental agency of potential field hazards, such as the notification of U.S. Consumer Products Safety Commission (“CPSC”) pursuant to Section 15(b) of the Consumer Product Safety Act, 15 U.S.C. 2064(b); (ii) when the Covered Product fails to meet any of the following: (a) the description, specifications, and UL Requirements contained in the Follow-Up Service Procedure; (b) the published standard(s), if any, applicable from time to time to the Covered Product; or (c) the performance requirements applied as a condition of Follow-Up Service; or (iii) when the Subscriber has found or has received a report that the Covered Product could create a substantial hazard to users. Subscriber agrees to make available to UL Contracting Party for inspection and copying all documents, test results and other information related to (i)-(iii) above, keep a record of all complaints made known to the Subscriber relating to any Covered Product in compliance with UL Requirements and to make these records available to UL Contracting Party when requested. Subscriber agrees to take appropriate action to respond to such complaints and any noncompliance with UL Requirements and keep record of such actions. Subscriber agrees that UL Contracting Party may share such information with other UL Companies and subcontractors worldwide. Specifically, with respect to documents provided by Subscriber to the CPSC or any similar federal, state, local, or governmental agency, Subscriber authorizes that agency to make those documents available to UL Contracting Party for inspection and copying. Subscriber agrees that it will cooperate with and assist UL Contracting Party in connection with its investigation of

any affected Covered Products and undertake such corrective action as is in the best interests of public safety.

**17. Changes Affecting the Covered Product.**

(a) Revisions to UL Requirements.

Subscriber acknowledges and agrees that if a revision to an applicable UL Requirement is adopted during the term of the Service Agreement for Follow-Up Services, UL Contracting Party shall, in its sole discretion, determine the date by which Subscriber must cease using the UL Mark on the Covered Product and shall notify Subscriber, in writing and as soon as is practicable, of such date. Subscriber unconditionally agrees to comply with the terms of any such notice of termination. Where further examination or testing is required by UL Contracting Party as a result of the revision to UL Requirements, the Applicant will be duly notified and be given the opportunity to authorize additional Product Investigation Service.

(b) Subscriber Changes.

Subscriber shall notify UL Contracting Party in writing and without delay of any changes that may affect its ability to conform with the UL Requirements, including without limitation, changes to its legal, commercial, organizational status or ownership; modifications to the Covered Product; or changes to its contact address and production sites. Where further examination or testing is required by UL Contracting Party as a result of the Subscriber changes, the Applicant will be duly notified and be given the opportunity to authorize additional Product Investigation Service.

(c) Specific Requirements Concerning Changes Affecting Covered Products Certified for Field Installation or Use with Specified Equipment.

It is understood that circumstances may develop which could make the combination of the Covered Product and the specified equipment no longer suitable as a result of changes in the Covered Product, changes in the specified equipment, or both; and if such circumstances develop, UL Contracting Party may terminate or modify the certification of the Covered Product as UL Contracting Party, in its sole judgment deems appropriate. Additionally, the Subscriber agrees to notify UL Contracting Party when it becomes aware of any circumstances that might have an effect on the suitability of the combination of the Covered Product and the specified equipment. Where further examination or testing is required by UL Contracting Party as a result of such circumstances, the Applicant will be duly notified and be given the opportunity to authorize additional Product Investigation Service.

(d) Result of Additional Product Investigation Service.

Following completion of the additional Product Investigation Service described in (a), (b), and (c) of this section, UL Contracting Party may, in its sole discretion, permit Subscriber to continue to use the UL Mark beyond the date of termination if, and only if, the revised Covered Product is found to conform to the UL Requirements as defined in the Product Investigation Service Terms, and UL Contracting Party revises the applicable Follow-Up Service Procedure. If the revised Covered Product does not conform to the UL Requirements, Subscriber acknowledges that it must cease using the UL Mark.

**18. Withdrawal of UL Requirements.** Subscriber acknowledges and agrees that if an applicable UL Requirement is withdrawn entirely during the term of the Agreement, UL Contracting Party shall, in its sole discretion, determine the date by which Subscriber

must cease using the UL Mark on the Covered Product and shall notify Subscriber, as soon as practicable, of such date. Subscriber unconditionally agrees to comply with the terms of any such notice of termination. Subscriber acknowledges and agrees that it must cease using the UL Mark with respect to such Covered Product or Product Category, on the date of termination set forth in the written notice described above.

- 19. Follow-Up Service Fees.** Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party or another UL Company will bill the Applicant for Follow-Up Service at UL Contracting Party's then-current rates, which UL Contracting Party may, in its sole discretion, and upon notice to the Applicant, change from time to time. Follow-Up Service charges may vary, depending upon the nature, extent of the necessary inspection, examination, and testing that UL Contracting Party may undertake, including any costs resulting from the failure of the Covered Product to conform to UL Requirements or from insufficient Manufacturer quality control procedures. Charging of such costs shall not limit UL Contracting Party's other remedies for such nonconformity.
- 20. Corrective Action Investigation Fees.** Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party or another UL Company will bill Applicant at UL Contracting Party's then-current rates for any and all investigations or corrective actions necessitated by any unauthorized Use of the UL Mark or by any failure of a Covered Product to conform to (a) the description, specifications, and UL Requirements contained in the Follow-Up Service Procedure; and (b) the published standard(s), if any, applicable to the Covered Product.
- 21. Expenses.** Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party or another UL Company will bill Applicant for all reimbursable expenses associated with any Follow-Up Service, which may include, without limitation: travel expenses; carrier communications, and special equipment charges; materials, energy, and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions, and printing; and charges for preparation of extra copies of UL Contracting Party reports and other documents.
- 22. UL Ownership.** Subscriber acknowledges and agrees that UL Contracting Party or another UL Company owns the UL Mark. Subscriber expressly agrees that it shall not use the name of UL Contracting Party or another UL Company or the UL Mark on or in connection with, the Covered Product, containers, or packaging, unless and until the Subscriber has entered into a Service Agreement for Follow-Up Services with UL Contracting Party and then only in the form of manner specified in the Follow-Up Service Procedure (e.g., Subscriber may not refer to a Covered Product as "UL pending"). Subscriber further agrees that UL Contracting Party may, but is not obligated to, notify any third party of any improper or unauthorized Use of the UL Mark, or reference to UL Contracting Party or another UL Company, by Subscriber.
- 23. Form of UL Mark.** Unless UL Contracting Party expressly agrees in writing otherwise, any UL Mark shall be in the form of separable, legible labels not readily transferable from one product to another. Orders for separable labels shall be processed through UL Contracting Party or another UL Company and obtained only from a UL Contracting Party-authorized printer or manufacturer of the UL Mark.
- 24. Ownership of Labels.** Notwithstanding the fact that UL Contracting Party will not bear the manufacturing cost of labels or other means of applying the UL Mark, Subscriber

agrees that title to, and control of, labels, markers, or other means of marking, shall be vested solely in UL Contracting Party or another UL Company in perpetuity. UL Contracting Party's representatives shall have the right, on demand, to acquire possession of any and all unused labels, markers, or other means of applying the UL Mark when, in the sole opinion of UL Contracting Party's representative, such action is warranted under the circumstances.

- 25. Subscriber's Use of UL Mark.** Subscriber expressly agrees and warrants that Subscriber is solely responsible for its Use of the UL Mark and that Subscriber will, through proper inspection, examination, testing, or otherwise, periodically confirm that any of the Covered Products that bear a UL Mark have been, and are being, manufactured in conformity with UL Requirements. Subscriber further agrees that its Use of the UL Mark constitutes Subscriber's declaration and representation that a Covered Product bearing the UL Mark is covered by a Service Agreement for Follow-Up Services with a UL Contracting Party and was manufactured in conformity with all applicable UL Requirements.

Specific Requirements for Covered Products Certified for Field Installation or Use with Specified Equipment.

Subscriber further agrees that its use of such a UL Mark constitutes Subscriber's declaration and representation that a field installed Covered Product bearing the UL Mark is covered by a Service Agreement for Follow-Up Services with a UL Contracting Party and has been installed, and will be maintained, in conformity with all applicable UL Requirements.

- 26. Misuse of UL Company Name or UL Mark.** Subscriber acknowledges and agrees that the manufacture, sale, delivery, shipment, distribution, or promotion of any Covered Product bearing a UL Mark, or a description referring to UL Contracting Party or another UL Company, could mislead third parties and/or bring UL Contracting Party or another UL Company into disrepute if such Covered Product is not, in fact, covered by a Service Agreement for Follow-Up Services or does not comply with UL Requirements (including, without limitation, the applicable standards or Follow-Up Service Procedure), or if the UL Mark is used in any way other than as provided in a Service Agreement for Follow-Up Services, including these Follow-Up Service Terms. Subscriber acknowledges and agrees that any such use of the name of UL Contracting Party, the name of another UL Company, or of any UL Mark would constitute a "Misuse" under the terms of the Service Agreement for Follow-Up Services. Subscriber expressly agrees that any Misuse of the name of UL Contracting Party, another UL Company or the UL Mark will subject Subscriber both to liability for breach of contract and to the remedies for such breach set forth in the Global Services Agreement and in these Follow-Up Service Terms.

- 27. Use of UL Company Name and UL Mark in Advertising and Promotional Materials.** UL Contracting Party will permit Subscriber to make appropriate references to UL Contracting Party or another UL Company as authorized from time to time in writing by UL Contracting Party and specified in the Follow-Up Service Procedure) in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with Covered Products that bear the UL Mark; PROVIDED THAT, in UL Contracting Party's sole opinion, the following conditions are met: (a) the promotional or advertising material is in no way inconsistent with the findings or coverages of UL Contracting Party; (b) the reference to UL Contracting Party or another UL Company is not intended to and does not create a misleading impression as to the

nature of UL Contracting Party's findings, its coverages, or its Service; and (c) the promotional or advertising material does not in any manner state or imply that UL Contracting Party or any other UL Company is in any way (i) "endorsing" or "certifying" the Covered Product; or (ii) "warranting" or "guaranteeing" any aspect of the Covered Product, its performance, or its "safety." Except for the UL Mark that is prescribed for use in a specific Follow-Up Service Procedure, no other UL Mark may be used in any advertising or promotional material related to a Covered Product. In those instances where a UL Mark is used, any text which is required by the Follow-Up Service Procedure shall be set forth in full in any such advertising or promotional materials.

**28. Voluntary Termination Upon Written Notice.** Except as provided in Sections 29-31 below, the Service Agreement for Follow-Up Services will continue in effect until terminated by either the Subscriber or UL Contracting Party, without cause, upon thirty (30) days' prior written notice from one party to the other.

**29. Immediate Termination Events.**

(a) If Subscriber defaults on any of its obligations under any Service Agreement in effect between Subscriber and either UL Contracting Party or another UL Company, UL Contracting Party may, in its sole discretion, immediately terminate, in whole or in part, the Service Agreement for Follow-Up Services, any other Service Agreement between Subscriber and UL Contracting Party and any and all rights or authorities conferred upon Subscriber by virtue of the Service Agreement for Follow-Up Services or any other Service Agreement. Such termination shall be without prejudice to any other rights or remedies that UL Contracting Party might have for default, subject to any limitations under the Global Services Agreement.

(b) If UL Contracting Party defaults on any of its obligations under the Service Agreement for Follow-Up Services, the Subscriber may, in its sole discretion, immediately terminate the Service Agreement for Follow-Up Services. Such termination shall be without prejudice to any other rights or remedies that Subscriber might have for default, subject to any limitations under the Global Services Agreement.

**30. Additional Termination Events.** Upon Subscriber's failure to use the UL Mark on Covered Product for a period of two (2) consecutive calendar years, and upon thirty (30) days' written notice to Subscriber, any UL Contracting Party may terminate, in whole or in part, as to the Covered Product, any rights or authority conferred upon Subscriber by the Follow-Up Service Procedure. In such written notice of termination, UL Contracting Party will provide Subscriber with a date by which Subscriber must cease using any and all UL Marks covered by the notice.

**31. Termination Upon Non-Eligibility.** If, at any time and for any reason, a Covered Product becomes ineligible for Follow-Up Service, UL Contracting Party shall immediately discontinue Follow-Up Service on such ineligible Covered Product and, upon issuance thirty (30) days' written notice to Subscriber, shall terminate Subscriber's rights and authorities under the Service Agreement for Follow-Up Services, including the Follow-Up Service Procedure with respect to such Covered Product, pursuant to such notice.

**32. Joint Responsibility.** Applicant, Manufacturer and Listee(s) will be jointly and severally responsible to UL Contracting Party for the Manufacturer's fulfillment of its obligations under the Manufacturer's Service Agreement for Follow-Up Services and for any breach

by Manufacturer of those obligations and a Manufacturer's breach of its obligations under its Service Agreement for Follow-Up Services will also constitute a breach by Applicant and Listee(s) of their Service Agreement for Follow-Up Services.

- 33. Termination with respect to a Manufacturing Location.** When a Subscriber ceases production of a Product Category at a Manufacturing Location with the intention of ceasing Use of the UL Mark with respect to such Product Category at such Manufacturing Location, the Subscriber shall provide written notice to UL Contracting Party and both the Service Agreement for Follow-Up Services between UL Contracting Party and the Applicant, the Service Agreement for Follow-Up Services(s) between UL Contracting Party and the Listee(s) and the Service Agreement for Follow-Up Services between UL Contracting Party and the Manufacturer with respect to such Product Category at such Manufacturing Location will terminate thirty (30) days after written notice to UL Contracting Party.
- 34. UL Contracting Party's Actions Upon Termination.** Upon any termination of the Global Services Agreement or the Service Agreement for Follow-Up Services under these Follow-Up Service Terms, UL Contracting Party may, among other things, (a) discontinue any Follow-Up Service on any of the Covered Product(s), or (b) take physical possession of any unused UL Mark and the Follow-Up Service Procedure, which, in UL Contracting Party's judgment, were issued for use in connection with any Covered Product(s) related to the termination. Subscriber expressly agrees that, on or before the date set forth in the written notice of termination, it will cease using any UL Mark on, or in connection with, any Covered Product(s) addressed in the written notice of termination, including any use of any UL Mark, or any reference to UL Contracting Party or one of its Corporate Affiliates, in the marketing, Promotion, or advertising of such Covered Product(s).
- 35. Note to Clients Selling Products Into Canadian Markets:**  
Specific Canadian requirements for bilingual markings. Canadian Federal and Provincial/Territorial statutes and regulations, including without limitation the Consumer Packaging and Labeling Act and the Charter of the French Language ("Canadian Law"), require the use of bilingual product markings for products sold in Canada and in the province of Quebec. These bilingual requirements include without limitation, safety, warning and caution markings referenced within UL Requirements and as defined by the applicable standard or other recognized document (ORD). Except in a case that the standard or UL Requirements specifically require bilingual markings, the UL Follow-Up Service Procedure contains only the English language markings. **It is the sole responsibility of the Client to comply with the applicable Canadian Law and to provide all necessary translations.** For clarity, the above also applies to any additional product marking (including without limitation safety, warning, and caution) or labels not required by a UL Requirement. Client shall ensure that any additional marking or labels do not contradict the mandated marking requirements contained in the UL Requirements. UL Contracting Party will not be responsible to validate these additional marking or labels and makes no representations or warranties, expressed or implied, that these additional marking(s) will prevent any unsafe conditions.
- 36. Note to Clients Selling Products With markings, labels, or literature in a Language that is not supported by published Product Requirements:**  
It may be desirable for some products to have markings and/or literature in only one language, without also including English or some other language that is supported by the product requirements. The UL Follow-Up Service Procedure contains only the marking,

label, or literature in the language(s) supported by the published requirements. *It is the sole responsibility of the Client to assure the equivalency of any markings or literature in other languages that are not supported by the published requirements.*

- 37. Dispute Resolution Concerning Standards Council of Canada Accreditation Criteria.** If any Client dispute or disagreement regarding fulfillment of applicable Standards Council of Canada (SCC) accreditation criteria cannot be resolved, the Client's final level of appeal will be the SCC, whose decision concerning fulfillment of accreditation criteria will be binding.