

SERVICE TERMS: FUNCTIONAL SAFETY CERTIFICATE SERVICES

These Service Terms shall govern the Functional Safety Certificate Services performed by the UL Solutions Contracting Party for Applicant (also referred to as “Applicant”, as identified in the Quotation or Project Confirmation) and sets out the responsibilities and obligations of Applicant. These Service Terms and the terms of 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 Functional Safety Certificate Service. The capitalized terms used but not defined in these Service Terms shall have the same meaning as in the Global Services Agreement.

1. **Functional Safety Certificate Services.** When Applicant submits either a) schematics and relevant details of the applicable safety-related system, sub-system, or element of a safety related product (“Module”), or b) their organization’s Functional Safety Management (“FSM”) process (collectively known as “Covered Product”), UL Solutions Contracting Party will perform an assessment (Functional Safety Certificate Services) for the Applicant, designed to assess the Covered Product’s conformity to applicable requirements imposed by UL Solutions Contracting Party, including, but not limited to, any applicable Underwriters Laboratories Inc. or other local, region or internationally recognized standards (collectively, “UL Solutions Requirements”). A Functional Safety Certification includes without limitation the following:
 - a. Assessment of a Module and its associated functional safety and manufacturing related processes in accordance with UL Solutions Requirements.
 - b. Assessment of an organization’s functional safety and manufacturing related processes in accordance with UL Solutions Requirements.

If no prescribed tests or assessment criteria exist for the Covered Product, UL Solutions Contracting Party may, but is under no obligation whatsoever to, develop and establish such standards and criteria as are necessary to assess the Covered Product. If UL Solutions Contracting Party chooses, in its sole discretion, to formulate any such standards and/or criteria, it will do so in accordance with professional standards generally applicable to conformity assessment certification organizations. Applicant expressly agrees that UL Solutions Contracting Party’s liability for the formulation of any such standards and/or criteria will be strictly limited by the terms of the Functional Safety Certificate Service Agreement, including, but not limited to, Paragraphs 10, 11, and 12 of the Global Services Agreement. The purpose of such Functional Safety Certificate Service is to determine whether the Covered Product conforms to UL Solutions Requirements, the applicable safety or performance rating, and whether the Covered Product is eligible to receive our Certificate of Compliance.

These Services shall not result in UL Solutions Contracting Party issuing product safety certification of any product. The services requested by Applicant for specific projects shall be set out in individual quotations or project confirmations.

2. **Definition of Functional Safety Management (FSM).** “FSM” is an organization’s Functional Safety Management system, which defines functional safety related processes and procedures applied to product development and manufacturing of products.
3. **Definition of Module.** “Module” is a safety-related system, sub-system, element, or a safety device or component which provides safety function capabilities.
4. **Definition of Covered Product.** “Covered Product” refers collectively to Product and FSM.
5. **Definition of Surveillance.** “Surveillance” is an assessment of FSM to determine the continued conformity with UL Solutions Requirements. The assessment includes relevant activities relating to the applicable phases of the safety lifecycle, product quality, company functional safety management, product modification review, software defects, field returns, document control and validations records. Surveillance is not conducted for Products (five-year certificate validity) and is annually conducted for FSM (three-year certificate validity).
6. **Definition of UL Solutions Contracting Party.** The UL Solutions Contracting Party for Functional Safety Certificate Service will be identified in the Quotation or Project Confirmation provided to the Applicant.
7. **Offer and Acceptance.**

- a. The terms of any Functional Safety Certificate Service requested by the Applicant, and to be provided by UL Solutions Contracting Party, including the amount of the Functional Safety Certificate fee, will be set forth in a Quotation or Project Confirmation from UL Solutions Contracting Party to the Applicant. The Quotation will be UL Solutions Contracting party's offer to provide Functional Safety Certificate Service on the terms set forth or incorporated by referenced therein, provided that if the Quotation is issued before Applicant's acceptance of the Global Services Agreement, the offer contained in the Quotation is contingent upon Applicant's acceptance of the Global Services Agreement.
 - b. In the event that Applicant submits an order without a Quotation, UL Solutions Contracting Party's issuance of a Project Confirmation will constitute UL Solutions Contracting Party's acceptance of Applicant's order and will also create a separate binding Functional Safety Certificate Service Agreement between UL Solutions Contracting Party and the Applicant.
 - c. Each Quotation or Project Confirmation and Functional Safety Certificate Service Agreement is deemed to incorporate the Certificate of Functional Safety Service Terms applicable to such Functional Safety Certificate Service as of date of the Quotation or Project Confirmation and the terms of the Global Services Agreement.
 - d. Unless otherwise expressly stated in the Quotation or Project Confirmation, as applicable, each Quotation or Project Confirmation covers the assessment judged appropriate for the Covered Product.
 - e. To the extent Applicant subcontracts all or a part of the manufacture or assembly of its Covered Product to a third-party manufacturer ("Manufacturer"), Applicant shall cause such Manufacturer to comply with UL Solutions Contracting Party requirements, including without limitation, the terms of any Service Agreement.
 - f. Applicant also agrees to make arrangements for the participation of any third-party observers during the Assessment, as deemed necessary by the UL Solutions Contracting Party.
- 8. Selection of UL Solutions Requirements.** The Assessment is performed in accordance with the requirements of a published and relevant functional safety standard(s) as determined by the UL Solutions Contracting Party.
- 9. Functional Safety Rating.** Functional safety standards additionally define functional safety ratings, such as Safety Integrity Level (SIL), Automotive Safety Integrity Level (ASIL), Performance Level (PL) or Class. Applicant identifies the functional safety ratings to which a Covered Product will be assessed to.
- 10. Estimated Schedule.** Applicant acknowledges and agrees that each Assessment is unique and that the timing of each investigation will vary, depending upon the nature of the particular investigation and upon the findings resulting therefrom. If appropriate, the UL Solutions Contracting Party will provide Applicant with an estimated time schedule in the Quotation or Project Confirmation, as applicable. This schedule is only an estimate. Applicant expressly waives, released, and exempts UL Solutions Contracting Party and its trustees, directors, officers, employees, members, affiliates, agents, and subcontractors from any and all liability, claims, demands, or actions whatsoever for any alleged loss, damage, or injury arising from any alleged failure on UL Solutions Contracting Party's part to perform Functional Safety Certificate Service under the Functional Safety Certificate Service Agreement within the time set forth in any estimated time schedule that UL Solutions Contracting Party might provide to Applicant.
- 11. Functional Safety Certificate Fees.** UL Solutions Contracting Party or another UL Solutions Company will bill Applicant for all Functional Safety Certificate fees. These fees will cover the assessment as UL Solutions Contracting Party determines are appropriate for the Covered Product (not including conformity assessment of additional samples or modified samples, Covered Products or modified Covered Products, separate assessments of Covered Products, or reimbursable expenses), as well as the preparation of a report and certificate.
- 12. Expenses.** Unless UL Solutions Contracting Party expressly agrees in writing otherwise, UL Solutions Contracting Party or another UL Solutions Company will bill Applicant for all reimbursable expenses associated with certification assessment or surveillance activities, which may include, without limitation: travel expenses, and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions, and printing; and charges for preparation of extra copies of UL Solutions Contracting Party reports and other documents.
- 13. Voluntary Termination Upon Written Notice.** Except as set forth in Section 14 below, the Functional Safety Certificate Service Agreement will continue in effect until terminated by either the Applicant or UL Solutions Contracting Party, without cause, upon provision of thirty (30) days prior written notice to the other.

14. Immediate Termination Events.

- a. If Applicant defaults on any of its obligations under the Global Services Agreement or any Service Agreement in effect between Applicant and either UL Solutions Contracting Party or another UL Solutions Company, UL Solutions Contracting Party may, in its sole discretion, immediately terminate or suspend, in whole or in part, the Functional Safety Certificate Service Agreement, any other Service Agreement between Applicant and UL Solutions Contracting Party and any and all rights or authorities granted to Applicant by virtue of the Functional Safety Certificate Service Agreement or those other Service Agreements. Such termination will be without prejudice to any other rights or remedies that UL Solutions Contracting Party might have for default, subject to any limitations under the Global Services Agreement.
- b. In the event that UL Solutions Contracting Party defaults on any of its obligations under the Functional Safety Certification Service Agreement, the Applicant may, in its sole discretion, immediately terminate the Functional Safety Certification Service Agreement. Such termination will be without prejudice to any other rights or remedies that Applicant may have for default, subject to any limitations under the Global Services Agreement.

15. On-Site Assessment and/or Surveillance. UL Solutions Contracting Party may perform Functional Safety Certificate Services and Surveillance activities on site at Applicant's facilities, or at facilities of other parties, including provision for examining documentation and records, access to relevant equipment, locations, areas, personnel, and subcontractors. Applicant agrees that UL Solutions Contracting Party's representatives, as well as any third-party observers accompanying the representatives shall have safe, secure, and free access to the facilities where the requested services will be performed. UL Solutions Contracting Party shall direct its representatives to exercise due care in complying with any safety regulations which may be generally applicable to the facility's personnel. Access to the facilities by UL Solutions Contracting Party's representatives shall not be conditioned upon the execution of any agreement, waiver, or release. If UL Solutions Contracting Party's representatives are prevented from performing or completing any on-site services for reason beyond UL Solutions Contracting Party's reasonable control, UL Solutions Contracting Party shall not be responsible for the non-performance and Applicant may be charged for any actual expenses UL Solutions Contracting Party incurs, including part of the price equal to the cost of services already performed.

16. Deliverables. When UL Solutions Contracting Party completes the Functional Safety Certification Services and confirms that the Applicant has demonstrated that the Covered Product has met all applicable requirements, UL Solutions Contracting Party will issue certification via a Module Certificate of Compliance valid for five (5) years (Module) and/or Company's FSM Certificate of Compliance valid for three (3) years (FSM), in addition to an assessment report documenting the assessment and certification criteria. The certificate automatically expires after the validity period from the date of issue.

17. Covered Product Changes. The Applicant is responsible for notifying UL Solutions Contracting Party whenever a change is made to the Covered Product. UL Solutions Contracting Party will determine if the changes require additional assessment in order to maintain use of the Certificate of Compliance and remain in compliance with UL Solutions Requirements. If Applicant fails to notify UL Solutions Contracting Party when a change is made to the Covered Product, or the assessment of the changes to the Covered Product are not compliant with UL Solutions requirements, the Certificate of Compliance will no longer be valid, and the Applicant will cease using and distributing copies of the Certificate of Compliance and assessment report.

18. Use of UL Solutions Company Name and UL Solutions Mark in Advertising and Promotional Materials. UL Solutions Contracting Party will permit Applicant to make appropriate references to UL Solutions Contracting Party in promotional or advertising material, in any medium, including without limitation, print or electronic media, solely in connection with Covered Products that have received a Certificate of Compliance; PROVIDED THAT, in UL Solutions Contracting Party's sole opinion, the following conditions:

- a. The promotional or advertising material is in no way inconsistent with the findings or coverages of UL Solutions Contracting Party.
- b. The reference to UL Solutions Contracting Party is not intended to and does not create a misleading impression as to the nature of UL Solutions Contracting Party's findings, its coverages, or its Service
- c. The promotional or advertising material does not in any manner state or imply that UL Solutions Contracting Party or any other UL Solutions Company is in any way:
 - i. "Endorsing" or "certifying" the Covered Product.
 - ii. "Warranting" or "guaranteeing" any aspect of the Covered Product, its performance, or its "safety."

No use of the UL Solutions Mark may be used any advertising or promotional material related to a Covered Product.

The UL Solutions promotional badge guidelines and rules for Functional Safety Certificate Service are specified on UL Solutions.com: <https://marks.ul.com/about/ul-listing-andclassification-marks/promotion-and-advertising-guidelines/specific-guidelines-and-rules/>

- 19. Certificate Scope and Terms.** The functional safety certificate is valid for 3 (FSM) or 5 years (Product Lifecycle) as long as the applicant fulfills the requirements of the Certificate of Functional Safety Service Terms and UL Solutions Requirements, but will be withdrawn earlier if:
- The Service Agreement terminates for any reason.
 - Production of the Certified Product ceases, or the product is modified without notifying the UL Solutions Contracting Party.
 - The UL Solutions promotional badge is used contrary to these Service Terms and promotional guidelines.
 - The production site does not fulfil the requirements of the Surveillance Audit.
 - The production site does not fulfil the quality requirements of the UL Solutions Requirements.
 - UL Solutions Contracting Party representative is not permitted access to the production site(s) for which the Certificate is authorized.
 - Based on the request from the applicant.
 - Applicant makes an inconsistent claim regarding certification.
 - The published or relevant standard used for certification is no longer valid.
- 20. Suspension and/or Termination of Certificate.** UL Solutions Contracting Party reserves the right to withdraw the functional safety certificate if, in our sole opinion, the Applicant obstructs in any way the aim or operation of the Functional safety certificate scheme, fails to take action regarding misuse of functional safety certificate or otherwise violates the Certificate of Functional Safety Service Terms. Upon suspension, withdrawal, or termination of certification the use of all promotional and advertising matter that contains any reference to the certification must be discontinued. For termination of certification the certification documents must be returned and no longer used.
- 21. Surveillance Scheduling Process.** Upon issuing the certificate of the Functional Safety, the UL Solutions Company, acting on behalf of UL Solutions Contracting Party, will contact Applicant for the upcoming surveillance audit. Surveillance is not conducted for Products (five-year certificate validity) and is annually conducted for FSM (three-year certificate validity).
- 22. Surveillance Acknowledgement.** Applicant acknowledges and agrees that UL Solutions Contracting Party representatives will make surveillance audits of the Covered Product or FSM at facilities covered by the functional safety certificate.
- 23. Access to UL Solutions Promotional badge during Surveillance Audit.** Applicant will make the UL Solutions Promotional badge, available for audit by UL Solutions Contracting Party's representatives at all reasonable times. If UL Solutions Contracting Party's examination(s) disclose features that, in the sole opinion of UL Solutions Contracting Party's representative, do not conform to UL Solutions Requirements, the Applicant must correct such items within a time period designated by UL Solutions Contracting Party.
- 24. Limitation of Liability for Surveillance Audit.** Applicant expressly acknowledges and agrees that Surveillance – including, without limitation, UL Solutions Contracting Party's inspection of facilities where the Covered Product is manufactured or assembled and UL Solutions Contracting Party's examination or testing of sample manufactured Covered Product—does not in any way relieve Applicant of any responsibility for the design, manufacture, testing, marketing, and sale of the Covered Product. Rather, Applicant acknowledges and agrees that Surveillance is designed solely to serve as a check on the means that the Manufacturer is using to determine the continued safety related conformity of the Covered Product to UL Solutions Requirements. Applicant further acknowledges and agrees that Surveillance is designed to supplement, and not to supplant, Applicant's own efforts to examine and to test the manufactured Covered Product. Applicant further agrees that the Manufacturer shall establish and maintain a quality control program in order to ensure that the manufactured Product or FSM conforms at all times to UL Solutions Requirements. Applicant agrees to maintain appropriate testing and measuring equipment is properly calibrated and maintain appropriate records of calibration for the

equipment. Applicant will make its calibration records and its testing and measuring equipment available to UL Solutions Contracting Party during Surveillance as appropriate for the Covered Product.

25. Covered Product Compliance and Field Performance. Applicant acknowledges its willingness to support UL Solutions Contracting Party's public safety mission and that UL Solutions Contracting Party is entitled to receive information received, developed, or collected by Applicant regarding the field performance of a Covered Product. Accordingly, Applicant will promptly notify UL Solutions Contracting Party in writing:

- i. When Applicant 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 Solutions Requirements contained in the Certificate and Assessment Report.
 - b. The published standard(s), if any, applicable from time to time to the Covered Product.
 - c. The functional safety process or UL Solutions requirements applied as a condition of Follow-Up Service.
- iii. When the Applicant has found or has received a report that the Covered Product could create a substantial hazard to users.

Applicant agrees to make available to UL Solutions 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 Applicant relating to any Covered Product in compliance with UL Solutions Requirements and to make these records available to UL Solutions Contracting Party when requested.

Applicant agrees to take appropriate action to respond to such complaints and any noncompliance with UL Solutions Requirements and keep record of such actions.

Applicant agrees that UL Solutions Contracting Party may share such information with other UL Solutions Companies and subcontractors worldwide. Specifically, with respect to documents provided by Applicant to the CPSC or any similar federal, state, local, or governmental agency, Applicant authorizes that agency to make those documents available to UL Solutions Contracting Party for inspection and copying.

Applicant agrees that it will cooperate with and assist UL Solutions 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.

26. Changes Affecting the Covered Product.

- a. Revisions to UL Solutions Requirements. Applicant acknowledges and agrees that if a revision to an applicable UL Solutions Requirement is adopted during the term of the Service Agreement, UL Solutions Contracting Party shall, in its sole discretion, determine the date by which Applicant must cease using the certificate and shall notify Applicant, in writing and as soon as is practicable, of such date. Applicant unconditionally agrees to comply with the terms of any such notice of termination. Where further assessment is required by UL Solutions Contracting Party as a result of the revision to UL Solutions Requirements, the Applicant will be duly notified and be given the opportunity to authorize additional Functional Safety Certificate Service.
- b. Applicant Changes. Applicant shall notify UL Solutions Contracting Party in writing and without delay of any changes that may affect its ability to conform with the UL Solutions Requirements, including without limitation, changes to its legal, commercial, organizational status or ownership; modifications to the Covered Product; or changes to its contact address or applicable manufacturing sites. Where further assessment is required by UL Solutions Contracting Party as a result of the Licensee changes, the Applicant will be duly notified and be given the opportunity to authorize additional assessment.
- c. Result of Additional Functional Safety Certificate Services. Following completion of the additional Functional Safety Certificate Service described in (a) and (b) of this section, UL Solutions Contracting Party may, in its sole discretion, permit Applicant to continue to use the certificate beyond the date of termination if, and only if, the revised Covered Product is found to conform to the UL Solutions Requirements as defined in the Certificate of Functional Safety Service Terms, and UL Solutions Contracting Party revises the applicable certificate. If the revised Covered Product does not conform to the UL Solutions Requirements, Applicant acknowledges that it must cease using the certificate.

- 27. Surveillance Audit Fees.** Unless UL Solutions Contracting Party expressly agrees in writing otherwise, UL Solutions Contracting Party or another UL Solutions Company will bill the Applicant for Surveillance at UL Solutions Contracting Party's then-current rates, which UL Solutions Contracting Party may, in its sole discretion, and upon notice to the Applicant, change from time to time. Surveillance may vary, depending upon the nature, extent of the necessary inspection, examination, and testing that UL Solutions Contracting Party may undertake, including any costs resulting from the failure of the Covered Product to conform to UL Solutions Requirements or from insufficient Manufacturer quality control procedures. Charging of such costs shall not limit UL Solutions Contracting Party's other remedies for such nonconformity.
- 28. Misuse of UL Solutions Company Name or UL Solutions Mark.** Applicant acknowledges and agrees that the manufacture, sale, delivery, shipment, distribution, or promotion of any certificate of a certified object (Covered Product) bearing the UL Solutions Mark, or a description referring to UL Solutions Contracting Party or another UL Solutions Company, could mislead third parties and/or bring UL Solutions Contracting Party or another UL Solutions Company into disrepute if such Covered Product is not, in fact, covered by this Service Agreement or does not comply with UL Solutions Requirements (including, without limitation, the applicable standards), or if the UL Solutions Mark is used in any way other than as provided in the certificate, including these Service Terms. Applicant acknowledges and agrees that any such use of the name of UL Solutions Contracting Party, the name of another UL Solutions Company, or of any UL Solutions Mark would constitute a "Misuse" under the terms of the Service Agreement. Applicant expressly agrees that any Misuse of the name of UL Solutions Contracting Party, another UL Solutions Company or the UL Solutions Mark will subject Applicant both to liability for breach of contract and to the remedies for such breach set forth in the Global Services Agreement and in these Service Terms.