

SUSTAINABILITY AND ENVIRONMENTAL INFORMATION VERIFICATION SERVICE TERMS

These Service Terms shall govern all UL Solutions Contracting Party services for Sustainability and Environmental Information Verification. These Service Terms and the terms of the Japan Services Agreement (“JSA”) are incorporated by reference into and are an integral part of each Service Agreement entered by the Parties for Verification Services (as defined below). The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the JSA.

1. SCOPE OF SERVICE.

1.1 UL Solutions Contracting Party will perform the auditing, inspection, evaluation and reporting services as requested by the Client on their completed declaration of their organization’s Sustainability and Environmental Information Statements in accordance with standard specified as set for the in the UL Quotation. “Sustainability Information” means information or attribute(s) that can influence sustainability, including an organizations governance, objectives, goals, plans, processes and performance around. “Environmental Information” means quantitative or qualitative information related to environmental conditions or performance.

1.2 Verification Services are performed, as requested, to the scope and boundaries defined in the application for the pre-engagement activities. Verification Services consist of phases for planning, execution, evaluation and reporting on the Sustainability and Environmental Information Statement. All Verification Services shall be completed with the issuance of a Verification Report (defined herein). A Verification Report shall be issued to the level of assurance (see section 1.4) defined by the Client along with the UL Solutions Contracting Party’s opinion statement (unmodified, modified, adverse or disclaiming an issuance of opinion, further defined in Section 2.

2. Client acknowledges and agrees that all Verification Services performed by UL Solutions Contracting Party shall be valid only for the timeframe and boundaries specified in the Verification Report. Client shall make all necessary arrangements for UL Solutions Contracting Party to conduct the Verification Services, including provisions for examining documentation and records, access to the relevant software, facilities, location(s), area(s) and personnel.

1.3 Pre-Engagement. All Verification Services start with pre-engagement activities that include the review of a completed application form to compile the scope, boundaries, level of assurance, objectives and materiality of the Verification Services. Client may request for a limited or reasonable level assurance but cannot change the level of assurance once the project has started. If the request for a level of assurance change occurs after the project has started, the project shall be cancelled and a new project opened, however the material already supplied by the Client can be used.

1.4 Levels of Assurance. Verification Services are offered at two different levels: limited and reasonable. Limited assurance has a higher acceptable risk than reasonable assurance. Limited assurance requires less time and consists of a lesser scope of evidence, however the review is intended to still cover meaningful information contained in the Sustainability and Environmental Information Statement. Reasonable assurance provides a higher level of confidence to the intended user that the information provided for verification is accurate and complete but is not absolute. Reasonable assurance shows a reduced verification risks to acceptably low levels, deeper evaluation reviews and on-site visits. Levels of assurance are issued based on request from the Client and incorporate evaluation activity risks associated with the requested level of assurance.

1.5 Evaluation Activities. Verification Services are composed of evaluation activities that are performed in accordance to the level of assurance as set out in the Quotation. These activities include but are not limited to performing risk assessments, assessment of Sustainability and Environmental Information (calculations and methodologies used), review of information management system, planning of verification needs, on-site audits (if required) and evidence-gathering plan. The depth and timing of these evaluation activities is related to the level of assurance and scope defined during the pre-engagement phase.

2. Deliverable. Upon completion of Verification Services, the UL Solutions Contracting Party will deliver a report which will define the Sustainability and Environmental Information Statement, level of assurance, criteria, scope, time period and the opinion statement (“Verification Report”). The opinion statement made by the UL Solutions Contracting Party is relevant to activities performed for the level of assurance and scope, in which opinions are stated in four (4) ways: unmodified, modified, adverse and disclaiming of opinion. The opinion statement is provided in a format defined in accordance with standard specified in the Quotation which shall be unmodified (limited or reasonable given without any modifications), modified (given when there is a departure from the criteria or scope), adverse (given when there is insufficient or inappropriate evidence) or disclaiming of an opinion (given when the UL Solutions Contracting Party is unable to obtain sufficient appropriate evidence). All opinion statements shall be documented, no matter the final opinion and sent to the Client and the applicable Sustainability Program(s), as needed.

Verification Reports are a one-time evaluation to Sustainability and Environmental Information Statements in a historical period. Unless additional information or facts are brought to the UL Solutions Contracting Party’s attention after the Verification Report is issued, the Verification Report is final. If the Client determines to use the UL Solutions Contracting Party to perform Verification Services for another scope or in future years, another Service Agreement will apply.

3. USE OF THE VERIFICATION REPORT.

3.1 Permitted Use. Client is permitted to share the Verification Report with regulators for regulatory or compliance reasons which includes sharing with the relevant Sustainability and Environmental Information Program(s), government agencies or regulatory bodies. The Verification Report shall be shared in its entirety and only in accordance to the scope defined therein.

3.2 Misuse of Verification Report. Client shall not use the Verification Report in a manner as to bring UL Solutions Contracting Party into disrepute. Client will not make any statement regarding the Verification Report status that UL Solutions Contracting Party may consider misleading or unauthorized. Verification Reports are for the historical time period requested in the scope and defined in the Verification Report. There is no ongoing or future verification status outside of this timeframe. UL Solutions Contracting Party does not offer or authorize the use of any Marks associated with this Verification Service. If at any time UL Solutions Contracting Party determines that Client has misused the Verification Report for reasons other than regulatory or compliance or used in reference outside the scope of the Verification Report, UL Solutions Contracting Party will notify Client in writing of the misrepresentation or misuse of the Verification Report. Client must immediately correct the usage or reference of the Verification Report as UL Solutions Contracting Party requests, and promptly notify UL Solutions Contracting Party of the corrective actions it has taken.

4. Use of Name and Verification Report in Advertising and Promotional Materials. Subject to the terms of the Service Agreement, UL Solutions Contracting Party may permit Client to make

appropriate references to UL Solutions Contracting Party and Verification Report in form of text (wording), with prior written authorization in all cases by the UL Solutions Contracting Party, in Client's promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with the issued Verification Report; PROVIDED THAT, in UL Solutions Contracting Party's sole opinion, the following conditions are met: (a) the promotional or advertising material is in no way inconsistent with the findings and/or coverages of UL Solutions Contracting Party; (b) the reference to a UL Solutions Company, including without limitation, is not intended to and does not create a misleading impression as to the nature of the findings, coverages, and/or the Verification Service; and (c) the promotional or advertising material does not in any manner state or imply that UL Solutions Contracting Party is in any way (i) "endorsing" or "certifying" the Client; or (ii) "warranting" or "guaranteeing" any aspect of the Sustainability and Environmental Information Statement. No Marks shall be used in any advertising or promotional material related to a Verification Report.

5. VERIFICATION STANDARDS AND MAINTENANCE

5.1 Obligations of Client. Client represents and warrants that: (i) the scope and boundary of the Verification Report comply with the scope of the Verification Report is defined; (ii) Client will maintain a data management and control system that covers the scope of the Verification Report at all times; and (iii) ensure their Sustainability and Environmental Information Statement uses the proper calculations and emissions inputs. Client agrees to immediately notify the UL Solutions Contracting Party of any complaints that Client receives that relate to the scope of the Verification Report, appropriateness of information and, together with the notification of the complaint, indicate what responsive action has been or will be taken with respect to the complaint. Depending on the UL Solutions Contracting Party's assessment of the validity of the complaint, the UL Solutions Contracting Party may invoke any and all relevant remedial provisions of these Service Agreement and may consider the complaint in structuring and conducting further on-site investigations.

5.2 Access to Facilities. Client acknowledges and agrees that representatives of UL Solutions Contracting Party, as well as any third-party observers accompanying the UL Solutions Contracting Party representatives, shall have free, unannounced, immediate, safe, and secure access to facilities, factories or storage facilities where the scope of the Verification Services have been defined, during normal business hours or when the facility(ies) are actually in operation. Client shall ensure UL Solutions Contracting Party has access to relevant documentation, complaints, records, equipment, location(s), area(s), personnel, and subcontractors. Client agrees to provide UL Solutions Contracting Party's representatives and third-party observers with all applicable safety, and other, protections required by law for Client's own employees, including, without limitation, all U.S. Occupational Safety and Health Administration ("OSHA") rules and regulations or any non-U.S. equivalents. Client will not attempt to condition the right of UL Solutions Contracting Party's representatives, or the third-party observers accompanying the representatives, to obtain free access to a facility or factory upon the signing of any agreement, waiver or release which in any way purports to affect the legal rights or obligations of UL Solutions Contracting Party or its representative. If any representative of the UL Solutions Contracting Party signs such an agreement, waiver, or release, it shall be considered void and will be of no force and effect. The UL Solutions Contracting Party will, however, direct its representatives to exercise reasonable care to comply with any safety regulations generally applicable to personnel at any such facility.

5.3 Change in Sustainability and Environmental Information Statement. Client agrees to inform the UL Solutions Contracting Party immediately of any changes to their Sustainability and

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Environmental Information Statement after the Verification Report has been issued that may affect the Clients Verification Report.

5.4 Corrective Action. Client agrees to take corrective actions, as instructed by the UL Solutions Contracting Party, including but not limited to Sustainability and Environmental Information Program notification to remedy any misuse of the Verification Report and immediate removal of all marketing and promotional activities associated with the Verification Report. All corrective actions shall be at Client's sole expense.

6. VERIFICATION FEES

Unless otherwise agreed in writing, UL Solutions Contracting Party will bill Client for all Verification Services and associated site visit fees. These fees will cover the assessment activities and site visits as determined by the UL Solutions Contracting Party as appropriate for the scope and level of the verification as well as reimbursable expenses associated with the preparation of a Verification Report.

7. EFFECT OF TERMINATION AND FACTS DISCOVERED AFTER THE VERIFICATION

7.1 Voluntary Termination Upon Written Notice. Upon termination of the Verification Service with respect to the issued Verification Report, Client agrees:

- (i) To amend all marketing and promotional materials to reflect accurately the status of the Verification Report; and
- (ii) That UL Solutions Contracting Party may take any and all actions necessary to communicate to the applicable Sustainability and Environmental Information Programs the status of Verification Report.

7.2 Immediate Termination of Service Agreement. If Client defaults on any of its obligations under the JSA or any Service Agreement in effect between Client and UL Solutions Contracting Party, the UL Solutions Contracting Party may immediately terminate, in whole or in part, the Service Agreement, any other Service Agreement between Client and the UL Solutions Contracting Party. Upon termination or expiration of this Service Agreement, Client agrees, in addition to that set forth in Section 7.1 above to destroy all printed materials, including marketing and promotional materials, advertising of the Verification Report, no later than sixty (60) days following such termination and provide written notice of such destruction to the UL Solutions Contracting Party.

The UL Solutions Contracting Party may immediately terminate this Service Agreement if it discovers facts about Client's Sustainability and Environmental Information Statement after the issue of the Verification Report which could materially affect the Verification Service.

8. Additional terms for Sustainability and Environmental Information Calculator Verification Services.

The following additional service terms shall also apply for verification of Sustainability Information calculators.

- a) **Scope:** The verification is limited to the methodology, content and controls of the Sustainability and Environmental Information Calculator. No verification will be provided of the end-user outputs.
- b) **Evaluation Activities:** Verification of Sustainability and Environmental Information calculators evaluates the methodological basis, content accuracy and quality management of Sustainability and Environmental Information calculator to determine that when used as intended, it may produce Greenhouse Gas (GHG) information for the end user that is materially correct and conforms to criteria. For the purposes of this section:
- **Materially correct means:** free from individual or aggregate defects that could influence the intended user's decisions
 - **Conforms to criteria means:** policy, procedure or requirement used as a reference against which the Sustainability Information is compared
- c) **Changes to Sustainability and Environmental Information Calculator:** The Sustainability and Environmental Information Calculator Verification Report is valid for one year from date of issue and is limited to the version of the calculator evaluated. Any changes made to the calculator, such as intended use, methodology, outputs will require re-verification under a separate Quotation.
- d) **Permitted Use of the Verification Report:** Under no circumstances does the verification extend to the end user outputs of the calculator The Verification Report can be provided to recipients other than the owner of the calculator for informational purposes only. UL Solutions Contracting Party accepts no liability to recipients of the verification report and their use of the verification report for any purpose is entirely at their own risk.