

## SPIRE MARKETING CLAIM VERIFICATION TERMS AND CONDITIONS

These Terms will govern SPIRE Marketing Claim Verification Services (“MCV Services”) performed by the UL Solutions affiliate (“UL Solutions” as identified in the Quotation) and set out the responsibilities and obligations of the company identified on the quotation, proposal, statement of work or other offer by UL Solutions for its services (“Quotation”). (“Client” These Terms and the Quotation constitute the agreement between the UL Solutions and Client for the MCV Services (the “Agreement”).

1. **Scope of Service.** MCV Services are intended to verify Client's marketing claims as approved by the UL Solutions (“Claim”) related to the building, location, facility, or other site which will be assessed (“Site(s”). MCV Services may involve testing, inspection, document review, and other professional services to verify Client's marketing claim, however the MCV Services shall not result in UL Solutions issuing any other type of certification or certification mark for any product, site, or registration of any management system.
2. **Performance.** UL Solutions is responsible for the performance of MCV Services in accordance with the terms this Agreement by our and our affiliates' employees, directors, officers, and contractors (collectively referred to herein as “Personnel”) acting within the scope of the Agreement. UL Solutions will assign work to its Personnel as is deems appropriate to effectively perform the MCV Services.
  - a. UL Solutions is responsible for the performance of MCV Services in accordance with the terms this Agreement by our and our affiliates' employees, directors, officers, and contractors (collectively referred to herein as “Personnel”) acting within the scope of the Agreement. UL Solutions will assign work to its Personnel as is deems appropriate to effectively perform the MCV Services.
  - b. UL Solutions warrants to Client that MCV Services will be performed in accordance with the Agreement and professional standards of conduct generally applicable to organizations that perform such services. The foregoing warranty is exclusive, and any other warranties (including any implied warranties of merchantability or fitness for a particular purpose) or guarantees (including any guarantee as to a particular result) are disclaimed and waived. This clause survives a termination of this Agreement.
  - c. UL Solutions will perform the Services in accordance with applicable anti-bribery and anti-corruption laws.
  - d. Client will provide UL Solutions such information, documents, and cooperation as may be necessary or appropriate for UL Solutions to perform the MCV Services. The information provided to UL Solutions by Client (or on Client's behalf) will be complete and accurate, may be relied upon by UL Solutions to provide MCV Services, and must not infringe the intellectual property rights of any third party. If any such information or data is incomplete or inaccurate, UL Solutions will not be liable in any manner for any related deficiencies in the MCV Services.
  - e. If the MCV Services involve UL Solutions' accessing the Site, Client will provide UL Solutions' Personnel safe and secure access to the Site. UL Solutions will direct its Personnel to exercise reasonable care to comply with any Site safety regulations provided to UL Solutions in advance that are generally applicable to individuals at the Site. UL Solutions has no responsibility for the presence, discovery, handling, removal, or disposal of hazardous materials, infectious diseases, or other hazardous conditions in any form at the Site. While at a Site, Client will ensure that UL Solutions Personnel will be provided all applicable safety and other protections that are required by law (including U.S. Occupational Safety and Health Administration rules and regulations, or local equivalents) for Client's employees. Client will ensure that nobody will attempt to condition UL Solutions Personnel's right to obtain access to the Site upon the signing of any agreement, waiver, or release which in any way purports to affect the legal rights or obligations of UL Solutions or its Personnel; if any UL Solutions Personnel sign such an agreement, waiver, or release, it will be void and of no force or effect. If UL Solutions Personnel are required to participate in training to permit Site access, UL Solutions may quote for additional fees.
  - f. If U Solutions' performance of its obligations under this Agreement is delayed or prevented by acts or omissions of Client or its representatives, UL Solutions will be excused from performance until such delay or prevention is cured, and any affected timelines and fees will be correspondingly extended.



refer to UL Solutions or any other UL Solutions affiliated company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise. A product must meet UL Solutions' safety certification requirements and be covered by UL Solutions' Follow-Up Service in order to bear registered safety certification marks owned by UL Solutions or another UL Solutions affiliated company.

12. **Disclaimer;** Compliance with Laws and Regulations; and Indemnity. THE UL SOLUTIONS AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES THAT ANY CLAIMS OR TRADEMARKS, SERVICEMARKS, LABELS, TEXT, GUIDANCE OR OTHER MATERIALS OR SERVICES PROVIDED TO CLIENT OR THE USE THEREOF WILL COMPLY WITH FTC REGULATIONS, 15 USC SEC 45, OR OTHER APPLICABLE LAWS OR REGULATIONS, AND IN NO EVENT SHALL UL SOLUTIONS OR ITS AFFILIATES HAVE ANY LIABILITY IN CONNECTION THEREWITH. UL SOLUTIONS DOES NOT PROVIDE LEGAL ADVICE, AND NO UL SOLUTIONS SERVICE SHALL BE CONSTRUED OR INTERPRETED AS LEGAL ADVICE. THE MCV SERVICES ARE NOT A GUARANTEE OF A SITE'S INTERCONNECTIVITY, PHYSICAL OR CYBER SECURITY, STRUCTURAL STABILITY, SUSTAINABILITY, ENERGY COST SAVINGS, OR THAT SUCH FACILITY(IES) ARE FREE OF MOLD OR MILDEW, FREE OF BACTERIA, VIRUSES, PATHOGENS, VOLATILE ORGANIC COMPOUNDS, ALLERGENS, OR TOXINS. IT IS CLIENT'S SOLE RESPONSIBILITY TO COMPLY WITH THE US FTC ACT AND ALL OTHER APPLICABLE LAWS AND REGULATIONS REGARDING MARKETING CLAIMS AND PRACTICES AND CLIENT SHOULD CONSULT LEGAL COUNSEL ON THIS TOPIC. IN ADDITION TO THE INDEMNITY OBLIGATIONS IN THIS AGREEMENT, CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE UL SOLUTIONS AND ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AFFILIATES, AGENTS AND SUBCONTRACTORS FROM ALL LOSSES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR RELATED TO CLAIMS ASSERTED BY THIRD PARTIES THAT RELATE TO UNFAIR OR DECEPTIVE MARKETING CLAIMS INVOLVING CLIENT'S SITES OR SERVICES, INCLUDING IN VIOLATION OF 15 USC SEC 45 OR OTHER APPLICABLE LAWS OR REGULATIONS.
13. **Surveillance.** UL Solutions will review any verification report(s) issued according to the surveillance review schedule indicated in the program documents for continued compliance to the MCV Services report. Client will be billed for renewal fees per the terms of the original project Quotation in order to maintain the verification of the Claim(s) and use of the UL VERFIEID mark.
14. **Client Changes.** If Client makes changes to the Site that may take the Site out of conformity with the Claim that was verified, Client must promptly notify UL Solutions in writing and tell UL Solutions if Client will resubmit the Site for review or immediately stop using the Claim that was verified and UL VERIFIED mark. Where further examination or assessment is required by UL Solutions as a result of the Client changes, the Client will be duly notified and be given the opportunity to authorize additional MCV Services.
15. **Revocation.** UL Solutions reserves the right to revoke its permission to use the Claim and UL VERIFIED mark, the verification of the Claim and to remove sites from our Verification Database if, in our sole discretion, Client is found to be using misleading or incorrect information related to the Claim and/or UL VERIFIED mark or misusing the UL VERIFIED mark. If Client makes changes to the Site that takes the site out of conformity with the Claim that was verified and did not notify UL Solutions as required, Client may, in UL Solutions' sole discretion, be required to suspend use of the Claim and UL VERIFIED mark and take corrective action as deemed by UL Solutions at Client's expense when these changes are discovered.
16. **Expiration and Sell Off Period.** Upon expiration of any time period established by UL Solutions for Client's use of the Claim and UL Verified Mark, Client has sixty (60) calendar days after the expiration date to remove the UL VERIFIED mark from the Site. In addition, Client must remove all references to marketing claim verification in all online and print advertising, marketing collateral, promotions and catalogs within those sixty (60) calendars days.
17. **Program Changes.** Client acknowledges and agrees that during the term of the Agreement, UL Solutions may, at its sole discretion, change the Assessment Methods, Claim Requirements or terminate the MCV Services program in its entirety. If any such change is made that would take the Site out of conformity with the Claim that was verified, UL Solutions will determine the date by which Client must cease using the Claim and the UL VERIFIED mark (the "Termination Date") and shall notify Client, in writing and as soon as is practicable, of such date (the "Termination Notice").

Client unconditionally agrees to comply with the terms of any such Termination Notice. UL Solutions may, in its sole discretion, permit Client to continue to use the Claim or other language to be determined by UL Solutions

beyond the Termination Date if, and only if, all of the following conditions are met prior to such Termination Date: Client submits their Site to the appropriate UL Solutions program for assessment and examination and is found to comply with the appropriate UL Solutions revised or new requirements. In such event, Client must pay any applicable assessment and examination fees as though it were submitting its Site to UL Solutions for the first time.

If, on the other hand, Client's Site does not conform to any new or revised requirements from UL Solutions, or if the Marketing Claim Verification Program is withdrawn entirely, Client acknowledges and agrees that it will no longer be eligible for any MCV Services coverage for its Site and must cease using the Claim and UL VERIFIED mark in its marketing materials and/or on Site and marketing materials on the termination date.

#### **18. Confidentiality and Intellectual Property.**

- a. Each party acknowledges that in connection with the MCV Services it may receive, have access to, or observe confidential or proprietary information or materials of the other party ("Confidential Information"). Confidential Information includes business and marketing plans, financial information, Site plans and designs (including engineering and technical information), trade secrets, and information concerning the disclosing party's affiliates, business partners, tenants, or customers.

Confidential Information does not include information or materials that are: already known to the receiving party at the time of disclosure, publicly available or that become publicly available other than through the acts or omissions of the receiving party, or subsequently acquired by the receiving party from other sources not in violation of any confidentiality obligations.

The receiving party agrees to treat all Confidential Information of the disclosing party with the same degree of care it employs to protect its own Confidential Information and in no event less than a reasonable standard of care. The receiving party will not, in whole or in part, disclose, transfer, use, or reverse engineer the disclosing party's Confidential Information, except as permitted in this Agreement or as additionally permitted by the disclosing party in writing. In performing MCV Services, UL Solutions may share Confidential Information with its Personnel, provided that any such individuals are bound by confidentiality obligations at least as restrictive as those herein.

To the extent permitted by applicable laws and any other contractual obligations, UL Solutions may share Client's Confidential Information with UL Solutions affiliates for the purpose of conducting surveys for input about the MCV Services or to provide information about other services that UL Solutions or its affiliates may offer. UL Solutions will promptly inform Client if UL Solutions is legally required to disclose Confidential Information (including by order of a court or other governmental or regulatory authority, or by statute) or if UL Solutions is required to disclose Confidential Information to an applicable accreditation authority. UL Solutions may disclose Confidential Information to the extent necessary to act in the interest of public safety, provided that in such a circumstance UL Solutions will give Client advance written notice of the proposed disclosure and allow UL Solutions and Client a reasonable opportunity to discuss the basis for the planned disclosure.

- b. Each party agrees at its expense to return or destroy (as instructed by the disclosing party) all Confidential Information upon request from the disclosing party, except that one copy may be retained solely for recordkeeping, legal, or accreditation purposes (which copy will remain confidential in accordance with this clause). Each party to this Agreement retains exclusive ownership of all right, title, and interest in its Confidential Information.

UL Solutions will retain its rights in any information, tools, know-how, protocols, procedures, policies, reports, documents, data, calculations, notes, or other materials in any form conceived, prepared, or generated by UL Solutions or its Personnel ("UL Solutions Materials").

Client may distribute UL Solutions reports internally (to Client's officers, directors, and employees) and to regulatory authorities if required to do so. Client may not otherwise distribute UL Solutions Materials to any third party without UL Solutions' prior written consent.

- c. This Section 4 survives a termination of this Agreement.

#### **19. Term and Termination.**

- a. This Agreement may be terminated by:

- i. Mutual agreement of the parties.
  - ii. Either party with thirty (30) days' prior written notice to the other party, or
  - iii. Party for cause, as set forth below.
- b. Either party may terminate this Agreement for cause immediately upon written notice to the other party. For the purposes of this provision, cause means the following circumstances:
- i. The other party breached the Agreement and fails to cure such breach after notice by the terminating party identifying the act or omission constituting the breach and at least a ten (10) day opportunity to cure.
  - ii. The parties cannot, after a diligent effort, reach agreement with respect to a change to an Agreement.
  - iii. The other party ceases to conduct business in the normal course; becomes insolvent; makes a general assignment or enters into a composition for the benefit of creditors; suffers or permits the appointment of a receiver, trustee, or similar officer for its business or assets; or becomes the subject of a petition filed under a bankruptcy or analogous proceeding, or
  - iv. Any other circumstance where UL Solutions is prevented by Client or by law from rendering effective service.
- c. Upon notice of termination of the Agreement, UL Solutions will bring the associated MCV Services to a close in a prompt manner. Upon termination, UL Solutions is entitled to reimbursement in full for all services provided and any other sums due pursuant to the Agreement up to the effective date of termination, including reasonable and direct costs and expenses incurred by UL Solutions in connection with the termination.
- d. This Section 19 survives a termination of this Agreement.

20. **Dispute Resolution and Limitations.** All disputes, claims, controversies, questions, or differences related to or arising out of this Agreement or the MCV Services will be finally settled by confidential arbitration (except for the limited court remedies provided below). The arbitration will be conducted in English before a single arbitrator agreed to by both parties (or if the parties cannot so agree, an arbitrator appointed by the applicable administrator), in accordance with the then-current rules and procedures of the applicable administrator. The administrator, location, and governing law applicable to the construction and interpretation of this Agreement will be as follows:
- a. If UL Solutions' principal place of business is in the United States of America, the arbitration will be administered in Chicago, Illinois by the American Arbitration Association, and the arbitrator will apply the laws of the State of Illinois.
  - b. If UL Solutions' principal place of business is in Canada, the arbitration will be administered in Toronto by the International Centre for Dispute Resolution Canada, and the arbitrator will apply the laws of Ontario.
  - c. If UL Solutions' principal place of business is in Latin America, the arbitration will be administered in Miami, Florida, USA by the International Centre for Dispute Resolution, and the arbitrator will apply the laws of the State of Florida.
  - d. If UL Solutions' principal place of business is in Europe, Africa, or the Middle East, the arbitration will be administered in Zurich, Switzerland by the International Chamber of Commerce, and the arbitrator will apply the laws of Switzerland.
  - e. If UL Solutions' and Client's principal places of business are in China and the MCV Services were performed in China, the arbitration will be administered in Beijing by the China International Economic and Trade Arbitration Commission, and the arbitrator will apply the laws of China. If UL Solutions' principal place of business is in China but Client's principal place of business is outside China, or if the MCV Services were performed outside China, the next clause will apply.
  - f. If UL Solutions' principal place of business is in Asia (except as set forth in the preceding clause), Australia, or New Zealand, the arbitration will be administered in Singapore by the Singapore International Arbitration Centre, and the arbitrator will apply the laws of the Republic of Singapore.

- g. The arbitrator does not have authority to modify this Agreement and must apply the foregoing choice of law without regard to conflicts of law principles. The arbitrator's decision will be the binding and final remedy for any dispute between the parties arising out of this Agreement or the MCV Services. However, a party may seek from a court of competent jurisdiction:
  - i. Judgement on an arbitration award.
  - ii. Provisional remedies in aid of arbitration.
  - iii. Injunctive relief to stop or prevent misuse or misappropriation of its marks or confidential information or infringement of its intellectual property.

In the event a party rejects a written financial offer to settle a dispute and ultimately does not receive an arbitration award greater than such offer, such party will be responsible for the other party's reasonable legal fees and expenses incurred after presentation of the offer (and, if applicable, such party will not be entitled to recovery of its own legal fees or expenses incurred after its rejection of the offer).

- h. UL Solutions and its affiliates assume no responsibility for the safety, construction, quality, design, fitness, suitability, marketability, compliance, usage, or performance of the Site or any other subject of the MCV Services. By providing the MCV Services, UL Solutions and its affiliates do not serve as an endorser, guarantor, or insurer of the Site or any other subject of the MCV Services. UL Solutions' performance of MCV Services is not intended to replace Client's examination and testing of the Site or other subject of the MCV Services, and UL Solutions does not assume any duty that Client may have to examine or test the design of the Site or other subject of the MCV Services (whether before, during, or after construction, manufacture, or sale). UL Solutions and its affiliates assume no responsibility for the acts or omissions of any third parties (other than UL Solutions' Personnel) that may perform work related to the Site or other subject of the MCV Services (including for any testing not performed by UL Solutions or its Personnel). UL Solutions disclaims and Client waives any liability by UL Solutions or its affiliates with respect to the matters set forth in this clause.
- i. If a tribunal of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, such provision will be reformed to the minimal extent necessary to preserve its intent and render it valid and enforceable, and if reformation is not practicable, the invalid provision (or portion thereof, to the minimal extent necessary) will be severed, and the remaining provisions will remain enforceable to the full extent permitted by law.
- j. In the event UL Solutions or its affiliates or Personnel become subject to third party claims (including governmental actions or investigations) related to or arising out of the Site (including any claims asserted by tenants, occupants, or visitors to the Site) or the MCV Services, then Client agrees to indemnify such entity or individual from and against resulting damages, fines, losses, and reasonable expenses. If applicable, indemnified expenses include reasonable legal fees and reasonable time defending against a claim. The foregoing obligation does not apply if and to the extent a final adjudication determines that the claim resulted from UL Solutions' (or its affiliates or Personnel's) negligence or malicious misconduct.
- k. Except if and to the extent resulting from malicious misconduct, any liability by UL Solutions or its affiliates or Personnel related in any way to this Agreement or the MCV Services, or the Site (regardless of the theory of liability, including claims stated in any form of negligence or other tort) will under no circumstance exceed an amount equal to the total fees received by UL Solutions for the MCV Services under this Agreement. UL Solutions or affiliates or Personnel will not have any liability for any claims for: indirect, consequential, incidental, special, exemplary, or punitive damages of any nature whatsoever; loss of profits, goodwill, use, data, future business, or production; cancellation of contracts entered into by Client; business interruption; or other intangible losses (even if UL Solutions has been advised of the possibility of such damages).
- l. This Section 20 survives a termination of this Agreement.

## 21. General Provisions.

- a. This Agreement will constitute the complete and fully integrated understanding between the parties with respect to the MCV Services to be performed. Under no circumstances will any preprinted, additional, or different terms or conditions on requests for quotation, purchase orders, invoices, sales or marketing materials, or other business documents apply to any MCV Services, modify this Agreement, or bind UL Solutions.

- b. The relationship created by this Agreement is strictly that of an independent contractor and does not constitute any form of partnership, joint venture, joint authorship, or agreement for the sharing of profits or losses. Neither party assumes any responsibility for the other party's business or operations.
- c. Unless UL Solutions consents in writing, Client may not, during the term of any Agreement and for a period of one year thereafter, hire an individual who is or was a part of UL Solutions' Personnel involved in the MCV Services within the preceding one-year period. This provision is necessary to protect the legitimate business interests of UL Solutions and may be enforced by a court in equity by injunctive relief, without waiving any claim that UL Solutions may have to recover damages.
- d. The time for a party to perform a non-monetary obligation under this Agreement will be extended by the duration of any disruption attributable to unforeseen and uncontrollable events constituting force majeure (such as fire, flood, earthquake, elements of nature, acts of God, acts of war, terrorism, riots, civil disorder, rebellions, pandemic or outbreak of disease, or other similar cause beyond the reasonable control of the affected party). The affected party must give notice of such event to the other party with reasonable promptness, specifying the cause of the delay, and use reasonable efforts to resume performance of its obligations as promptly as practicably possible. In the event the conditions of any force majeure continue for more than thirty days, such circumstances will constitute cause for immediate termination of the affected this Agreement by either party.
- e. No forbearance or delay in exercising any right or remedy under this Agreement waives such right or remedy. Unless a longer period is required by applicable law, notice of any claims between the parties relating to the Agreement or the MCV Services must be specified in writing within one year after such claim arises or it will be barred; provided, the foregoing does not apply with respect to any indemnification rights related to third party claims.
- f. Notices must be in writing, addressed to a principal at the recipient party, and effective when delivered by hand, mail, or email (provided that the sender retains proof of successful time-dated transmission of any electronic communication). Notices to UL Solutions should be addressed to UL Solutions, Attention: Legal Department, 333 Pfungsten Road, Northbrook, Illinois, 60062, USA, and should include a copy by email to [legal.department@ul.com](mailto:legal.department@ul.com). Any communications between the parties related to this Agreement (including notices, invoices, and other documents or communications related to the MCV Services) may be in English.
- g. The headings in this Agreement are solely for convenience and do not govern the interpretation thereof. Any terms used in this Agreement that are not expressly defined have the meanings commonly associated with such terms in the industry. Terms defined in the plural include the singular and vice versa.
- h. Client represents and warrants that Client:
  - i. Will not cause UL Solutions or its affiliates to violate any export, trade or other economic sanction law.
  - ii. Will promptly advise UL Solutions if a project involves technology that is subject to any government controls (including United States export controls) and will promptly supply all information needed to comply with those controls.
  - iii. Will make payment for MCV Services with funds obtained and through financial institutions and accounts in compliance with laws (including those concerning the prevention of money laundering, terrorist financing and other illicit activities) and sanctions enforced by the United States or any other applicable government.
- i. All other UL Solutions affiliates, including UL LLC, are intended third party beneficiaries of the Agreement for purposes of enforcing all provisions of the Agreement, other than those provisions that create rights to receive income related to the MCV Services. Except as otherwise provided herein, each party to this Agreement intends that no third parties are accorded any rights or remedies under this Agreement.
- j. Except as otherwise expressly provided in this Agreement, neither party to the Agreement may assign any of its rights or obligations under the Agreement to any other entity without the other party's written authorization.
- k. The parties acknowledge they have read and understood the terms of this Agreement and have had an opportunity to consult with counsel or have voluntarily declined to seek legal counsel. Accordingly, the parties agree that no provision of this Agreement may be construed against any party on the basis that such party was a draftsman. An individual signing for a party has the authority to bind that party. The parties have

agreed to the preparation of this Agreement in English, and in the event a translation is required, the parties agree to cooperate in the preparation of a mutually agreeable translation, with the understanding that the English version remains controlling.

- I. This Agreement, and any addenda thereto may be executed in multiple counterparts, electronically signed, or delivered by electronic mail as a scanned document, and the foregoing will be treated in all respects as having the same effect as an original signature.
- m. This Section 21 survives a termination of the Agreement.