

# SERVICE TERMS: UL JAPAN S MARK TESTING AND CERTIFICATION SERVICES

These Service Terms shall govern UL Japan S Mark Testing and Certification Services performed by UL Solutions Contracting Party, utilizing its affiliate UL Japan Inc. ("UL Japan") an S Mark Certification body, authorized by Japan Quality Assurance Organization and Japan Electrical Safety & Environment Technology Laboratories, the S Mark owners, ("we", "our", or "us" as the context requires) as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client ("you" or "your" as the context requires, or Applicant or "Applicant's" as the context requires). 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 ("Service Agreement") entered into by the Parties for UL Japan S Mark Testing and Certification Service. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

## A. UL Japan S Mark Testing and Certification Services.

### 1. Scope of the Services. These Service Terms govern your relationship with us as:

- a. An Applicant," who submits electrical appliance, component and/or accessory which is produced or sold by the Applicant ("Product(s)") to us for the object of the "Certification" which is acknowledgment by us that the Applicant's Product(s) and Production Site(s) comply with the requirements for the Certification and registration of the Product(s) by us under GSA and a "Product Investigation" designed to assess:
  - 1) The Product's conformity to applicable requirements of UL Japan S Mark which is the certification mark set forth in a separate set of rules set forth by UL Japan, and the trademark licensed to UL Japan for certification purpose, including, without limitation, program requirements, any applicable Japanese Industrial standards (JIS) and technical requirements ("Technical Requirements") for Electrical Appliance and Material Safety Law (DENAN), including performance requirements if requested, and any applicable requirements of "UL Japan S Mark Factory Inspection Service" which is an onsite inspection service regarding UL Japan S Mark (collectively, "UL Japan S Mark Requirements"), and
  - 2) The eligibility of such Product(s) for the UL Japan S Mark Certificate and UL Japan S Mark Factory Inspection Service (collectively "UL Japan S Mark Service").
- b. and/or A "Production Site", that serves as a location at which the Product, covered by the UL Japan S Mark Service, is produced or assembled and covered by the UL Japan S Mark Requirements. "Certificate" means the document proving the Certification completed based on the Certification scheme of UL Japan S Mark.

Before we establish UL Japan S Mark Service for any Product, the Applicant must provide us with the name and address of the Production Site(s) where the Product is to be manufactured or assembled. No UL Japan S Mark Service will be established or maintained unless all necessary and appropriate Applicant and Production Site(s) have entered into, and comply with the terms of, all applicable agreements with us.

### 2. Product Investigation. A "Product Investigation" consists of the following:

- a. Our performance of tests on samples of a Product, in accordance with UL Japan S Mark Requirements; and
- b. Our evaluation of Product construction criteria by examination of samples of the Product, in accordance with UL Japan S Mark Requirements.

The purpose of such testing and examination is to determine whether representative Product samples conform to UL Japan S Mark Requirements and whether the Product might be eligible for UL Japan S Mark Service. If no prescribed tests and/or no construction criteria exist for the Product, we may, but are under no obligation whatsoever, to develop and establish such standards and criteria as are necessary to assess the Product. If we choose, in our sole discretion, to formulate any such standards and/or criteria, we will do so in accordance with professional standards generally applicable to conformity assessment testing organizations. You expressly agree that our liability for the formulation of any such standards and/or criteria will be strictly limited by the terms of the Service Agreement, including, those of the GSA. If we determine, in

our sole discretion, that submitted Products are eligible for UL Japan S Mark Service, we will issue a UL Japan S Mark Certificate to the Applicant (at which time the Applicant will be referred to on the UL Japan S Mark Certificate as "Certificate Holder") that permits you to use the UL Japan S Mark according to the terms of the Service Agreement. For the purposes of the Service Agreement, the term "UL Japan S Mark" shall include both the UL Japan S Mark Certificate and the UL Japan S Mark.

Further, you agree to make all necessary arrangements for:

- a. The conduct of Product Investigation, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and your subcontractors.
- b. Investigation of complaints; and
- c. The participation of observers, if applicable.

**3. Compliance with UL Japan S Mark Requirements.** You expressly agree that if, following a Product Investigation, we, in our sole discretion, determine that a submitted Product (including its ongoing production) is eligible for UL Japan S Mark Service, you shall at all times thereafter comply with the applicable UL Japan S Mark Requirements, including, but not limited to:

- a. The description and specifications contained in the Test Report.
- b. The Japanese Industrial standards (JIS) and Technical Requirements for Electrical Appliance and Material Safety Law (DENAN); and
- c. Any other rules for the use of UL Japan S Mark set forth by us or UL Japan, if any, applicable to the covered Product. You agree to use the UL Japan S Mark solely according to the terms of the Service Agreement and in accordance with the UL Japan S Mark Certificate.

You shall promptly notify us of any intended changes that may affect the ability to confirm with the UL Japan S Mark Requirements. In case you are to make any design change in the Certified Product, to newly establish Production Site(s) where the Certified Product will also be produced, or to make changes in the manufacturing process, you shall give a prior written notice thereon to us, and take the necessary measures as directed by us. In case changes arise regarding the items stated on the Certificate, you shall give, without delay, a written notice thereon to us. We shall take the necessary measures based on the notice.

You shall not make any public statements misleading third parties to believe that any Products not certified as yet are the Certified Product.

In case you provide copies of the UL Japan S Mark Certificate to a third party, you shall reproduce it in its entirety or as specified in the UL Japan S-Mark certification scheme set forth by us or UL Japan.

**4. The validity of the UL Japan S Mark.** The UL Japan S Mark Certificate is valid for from the date of issuance until it is withdrawn by the occurrence of any of the following events:

- i. The Service Agreement terminates for any reason.
- ii. Production of the Product which is certified by UL Japan ("Certified Product") ceases, or the Product is modified without notification to us.
- iii. The UL Japan S Mark Certificate or UL Japan S Mark are used contrary to the terms of the Service Agreement.
- iv. We withdraw permission to use the UL Japan S Mark for any other reason including subsequent changes in UL Japan S Mark Requirements.
- v. All fees and expenses, including the Annual Maintenance Fee are not paid when due.
- vi. The Production Site does not fulfill the requirements of the UL Japan S Mark Factory Inspection Service.
- vii. We are not permitted access to the Production Site(s) for which the UL Japan S Mark Certificate is authorized; or
- viii. If based on the request from the Applicant.

- 5. Product Information.** You acknowledge your willingness to support our public safety mission and that we, as the certifier of your products, are entitled to receive information received, developed or collected by you regarding the field performance of UL Japan S Mark Certified Products. Accordingly, you will promptly notify us in writing:
- i. When you notify a relevant authority of potential field hazards.
  - ii. When your product fails to meet any of the following:
    - a. The description and specifications contained in the Test Report or UL Japan S Mark Certificate.
    - b. The UL Japan S Mark Requirements; or
    - c. Any other rules for the use of UL Japan S Mark set forth by us or UL Japan.
  - iii. and/or, When you have found or has received a report that your Product could create a substantial hazard to users.

You agree to make available to us 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 you relating to any Product's compliance with UL Japan S Mark Requirements, and to make these records available to us when requested. You agree to take appropriate action to respond to such complaints, and any noncompliance with UL Japan S Mark Requirements (including any other rules for the use of UL Japan S Mark set forth by us or UL Japan, the same hereinafter) and to keep a record of such actions. You agree that we may share such information with its affiliates and subcontractors worldwide. Specifically, with respect to documents provided by you to any authority, you authorize that authority to make those documents available to us for inspection and copying. You further agree that you will cooperate with and assist us in connection with our investigation of any affected Product(s) and undertake such corrective action, including, without limitation, recall, where, in our sole opinion, such action is in the best interests of public safety.

- 6. Revisions to, or Withdrawal of, UL Japan S Mark Requirements.** You acknowledge and agree that if a revision to an applicable UL Japan S Mark Requirement (e.g. JIS Standard) is adopted, or if an applicable UL Japan S Mark Requirement, including without limitation the applicable Japanese Industrial standards (JIS) and Technical Requirements for Electrical Appliance and Material Safety Law (DENAN), is withdrawn, during the term of the Service Agreement, we shall, in our sole discretion, determine the date by which you must cease using the UL Japan S Mark on your Product(s) ("the date of withdrawal") and shall notify you in writing, and as soon as is practicable, of such date ("the cancellation notice"). You unconditionally agree to comply with the terms of any such cancellation notice. If an applicable UL Japan S Mark Requirement, including without limitation the applicable Japanese Industrial standards (JIS) and Technical Requirements for Electrical Appliance and Material Safety Law (DENAN), is revised, we may, in our sole discretion, permit you to continue to use the UL Japan S Marks beyond the cancellation date if, and only if, all of the following conditions are met prior to such cancellation date:
- a. You submit a revised Product sample to us for testing and examination.
  - b. We find the Product to conform to the revised UL Japan S Mark Requirement; and
  - c. We and you agree on the appropriate amendment to the Test Report. In such event, you must pay any applicable testing and examination fees as though it were submitting its Product to us for the first time.

If, on the other hand, your Product does not conform to any new or revised UL Japan S Mark Requirement, including without limitation the applicable Japanese Industrial standards (JIS) and Technical Requirements for Electrical Appliance and Material Safety Law (DENAN), or if the UL Japan S Mark Requirement is withdrawn entirely, you acknowledge and agree that you will lose any coverage for your Product, and must cease using the UL Japan S Mark with respect to such Product, on the date of withdrawal.

## **B. UL Japan S Mark Factory Inspection Service.**

- 1. Requirements for UL Japan S Mark Factory Inspection Service.** The UL Japan S Mark Factory Inspection Service requirements include Common Interest Group (CIG) inspection requirements as described in the "Permanent Document PD CIG 021 Factory Inspection Procedures", which is incorporated herein by reference and will be provided to the Applicant as part of the certification process.

2. **UL Japan S Mark Factory Inspection Service.** Upon our determination that your Product(s) is/are eligible for UL Japan S Mark Service, we will prepare an UL Japan S Mark Factory Inspection Report for each Production Site and provide this to the Applicant (and in case of findings of non-compliance during the UL Japan S Mark Factory Inspection this report will also be provided to the Production Site).
3. **Initial Inspection (Pre-License Inspection).** Before we authorize you to apply the UL Japan S Mark to any Product, we reserve the right to conduct an Initial Inspection to determine whether the Production Site conforms to UL Japan S Mark Requirements, including the CIG inspection requirements. The "Initial Inspection" is intended to evaluate whether each Production Site of a Product that is eligible for UL Japan S Mark Service, at the time of the Initial Inspection, has a production line that is capable of producing a Product that is in accordance with UL Japan S Mark Requirements. You acknowledge and agree that the Production Site(s) of the Product must be demonstrated to our satisfaction that the Production Site(s) is/are producing, and intend/s to produce, the Product in accordance with the Service Agreement, including, but not limited to, the applicable Procedure referenced in Paragraph B.1. You further agree that you shall establish and maintain a quality control program of inspection and testing of manufactured Product(s) at each Production Site in order to ensure that Products bearing any UL Japan S Mark conform at all times to UL Japan S Mark Requirements.
4. **Initial-Lot Inspection.** If applicable, before we authorize you to ship the products from the Production Site, we reserve the right to conduct an initial-lot inspection to determine whether the Production Site conforms to UL Japan S Mark Requirements, including the CIG inspection requirements.
5. **Routine Factory Inspection.** You acknowledge and agree that our representatives will make at least one yearly UL Japan S Mark Factory Inspection visit to the Production Site(s) where the Products, that are eligible for UL Japan S Mark Service, are manufactured. If during the UL Japan S Mark Factory inspection any non-compliance with UL Japan S Mark Requirement(s) is found, the number of UL Japan S Mark Factory Inspection visits will increase according to the UL Japan S Mark Factory Inspection Report. We may, from time to time, select samples at such facilities, at any place of sale, or elsewhere, for examination and/or testing to determine whether the specific samples so examined and/or tested conform to applicable UL Japan S Mark Requirements.
6. **Access to Facilities.** You acknowledge and agree that our representatives, as well as any third-party observers accompanying the representatives, shall have free, unannounced, immediate, safe, and secure access to the Production Site(s) and/or storage facilities where the covered Product(s), or any components thereof, are fabricated, processed, finished, stored, and/or located, during normal business hours and/or when the Production Site or storage facilities are actually in operation. You agree to provide our representatives with all safety and other protections required by law for your own employees, including, without limitation, all local occupational safety and health rules and regulations. You shall not attempt to condition the right of our representatives and third-party observers to obtain free access to the Production Site, and/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 us or our representative. If any representative of us signs such an agreement, waiver, or release, it shall be considered void and shall be of no force and effect. We shall, however, direct its representatives to exercise reasonable care to comply with any plant safety regulations generally applicable to personnel at any such Production Site or storage facility.
7. **Access to UL Japan S Marks.** Consistent with Paragraph 4, above, you shall ensure that you will make all UL Japan S Marks, and the means of applying such UL Japan S Marks, available for inspection by our representatives at each Production Site at all reasonable times. If our Inspection discloses features that, in the sole opinion of our representative, do not conform to UL Japan S Mark Requirements, you must correct such items within a time period designated by us, remove the UL Japan S Marks from all Products that our representative identifies as non-conforming, or cease selling any such non-conforming Product(s) pending the outcome of any appeal to us, as provided hereinafter.
8. **Limitation of UL's Liability for UL Japan S Mark Factory Inspection Services.** You expressly acknowledge and agree that UL Japan S Mark Factory Inspection Services does not in any way relieve you of any responsibility for the design, manufacture, testing, marketing, and sale of its Product(s). Rather, you acknowledge and agree that UL Japan S Mark Factory Inspection Service is designed solely to serve as a check on the means that the Production Site(s) is/are using to determine the continued conformity of the UL Japan S Mark Requirements. You further acknowledge and agree that UL Japan S Mark Factory Inspection Service is designed to supplement, and not to supplant, your own efforts to examine and to test your

manufactured Product(s). You agree to maintain appropriate testing and measuring equipment at your facilities. You will ensure that the testing and measuring equipment is properly calibrated and maintain appropriate records of calibration for the equipment. You will make your calibration records and your testing and measuring equipment available to us during a UL Japan S Mark Factory Inspection as appropriate for the applicable Products. As such, you expressly agree that the provisions of the GSA shall apply to our provision of UL Japan S Mark Factory Inspection Services.

### C. Fees and Expenses.

- 1. Product Investigation Fees.** We will establish a fee for each Product Investigation (including engineering, technical, and support personnel charges) and provide this fee in a Quotation to you. Unless we expressly agree in writing otherwise, we will bill Applicant for all Product Investigation fees. The fee shall cover one examination and one set of such tests as we determine is appropriate for the Product (not including testing of additional samples, retesting the Product or a modified sample of the Product, separate investigations of components of a Product, or reimbursable expenses), as well as the preparation of a Test Report. We shall not exceed the agreed upon fee without written authorization from Applicant.
- 2. UL Japan S Mark Factory Inspection Service Fees.** Unless we expressly agree in writing otherwise, we will bill the Applicant for the UL Japan S Mark Factory Inspection Service at our then-current rates, which we may, in our sole discretion, and upon notice to the Applicant, change from time to time. UL Japan S Mark Factory Inspection Service charges may vary, depending upon the nature and extent of the necessary inspection that we may undertake, including any costs resulting from the failure of a Production Site(s) to conform to UL Japan S Mark Requirements or from insufficient Production quality control procedures.
- 3. Field Report Investigation Fees.** Unless we expressly agree in writing otherwise, we will bill Applicant at our then current rates for any and all investigations and/or corrective actions necessitated by any unauthorized use of the UL Japan S Mark and/or by any failure of a covered Product to conform to the description and specifications contained in the UL Japan S Mark Test Report; the UL Japan S Mark Requirements and/or the UL Japan S Mark Certificate.
- 4. Annual Fee.** We will bill the Applicant an Annual Fee for each UL Japan S Mark Certificate issued at our then current rates.
- 5. Expenses.** Unless we expressly agree in writing otherwise, we will bill Applicant for all reimbursable expenses associated with a Product Investigation and/or any UL Japan S Mark Factory Inspection, 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 Japan S Mark Test Reports and other documents.

### D. UL Japan S Marks.

- 1. UL Solutions Contracting Party's Ownership.** You acknowledge and agree that we or another UL Company owns or has rights to several Marks You expressly agree that you shall not use our Marks on, or in connection with, your Products, containers, or packaging, unless and until expressly authorized by us, and then only in the form or manner specified by us in writing (e.g., you may not refer to a Product submitted for UL Japan S Mark Service as "UL Japan S Mark pending"). You further agree that we may, but are not obligated to, notify any third party of any improper or unauthorized use of the Marks, or reference to us or any other UL Company, by you.
- 2. Form of UL Japan S Mark.** The UL Japan S Mark Certificate entitles the Product to bear the UL Japan S Mark in the following form:



Unless we expressly agree in writing otherwise, any UL Japan S Marks shall be in the form of separable, legible labels, as further defined on the UL Japan S Mark Certificate, not readily transferable from one Product to another.

3. **Ownership of Labels.** Notwithstanding the fact that we will not bear the manufacturing cost of labels or other means of applying the UL Japan S Marks, you agree that title to, and control of, labels, markers, or other means of marking, shall be vested solely in us in perpetuity. Our representatives shall have the right, on demand, to acquire possession of any and all unused labels, markers, or other means of applying the UL Japan S Marks when, in the sole opinion of our representative, such action is warranted under the circumstances.
4. **Client's Use of UL Japan S Mark.** You expressly agree and warrant that you are solely responsible for your use of any Mark and that you will, through proper inspection, examination, testing, and/or otherwise, periodically confirm that any of your Products that bear a UL Japan S Mark have been, and are being, manufactured in conformity with UL Japan S Mark Requirements. You further agree that your use of the UL Japan S Mark constitutes your declaration and representation that Products bearing the UL Japan S Mark are covered by a UL Japan S Mark Service and were manufactured in conformity with all applicable UL Japan S Mark Requirements, including without limitation the description and details contained in the UL Japan S Mark Test Report and UL Japan S Mark Certificate.
5. **Misuse of UL Solutions Contracting Party's Name or UL Japan S Mark.** You acknowledge and agree that the manufacture, sale, delivery, shipment, distribution, or promotion of any Product utilizing a Mark, or a description referring to us, could mislead third parties if such Product is not, in fact, covered by UL Japan S Mark Service and/or does not comply with UL Japan S Mark Requirements (including, without limitation, the applicable Japanese Industrial standards (JIS) and Technical Requirements for Electrical Appliance and Material Safety Law (DENAN) or Test Report), and/or if the UL Japan S Marks are used in any way other than as provided in the Service Agreement and in the applicable UL Japan S Mark Test Report and UL Japan S Mark Certificate. You acknowledge and agree that any such use of our or any other UL Company's name or UL Japan S Mark would constitute a "misuse" under the terms of the Service Agreement. You expressly agree that any misuse of a UL Company's name or Mark, such as the UL Japan S Mark, will subject you both to liability for breach of contract and to the remedies for such breach set forth in the Service Agreement and in Paragraphs E.1 - E.4 below.
6. **Use of UL Solutions Contracting Party's Name and UL Japan S Marks in Advertising and Promotional Materials.** Subject to the terms of the Service Agreement, we will permit you to make appropriate references to us or another UL Company as authorized by us in writing 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 Japan S Mark; PROVIDED THAT, in our sole opinion, the following conditions are met:
  - a. The promotional or advertising material is in no way inconsistent with the findings and/or coverage of us.
  - b. The reference to us or another UL Company is not intended to and does not create a misleading impression as to the nature of our findings, our coverage, and/or our UL Japan S Mark Service; and
  - c. The promotional or advertising material does not in any manner state or imply that we are in any way:
    - i. "Endorsing" or "certifying" the Product; or (ii)
    - ii. "Warranting" or "guaranteeing" any aspect of the Product, its performance, and/or its "safety."

Except for the UL Japan S Mark that is prescribed for use on the UL Japan S Mark Certificate, no other Marks may be used in any advertising or promotional material related to a Covered Product, unless otherwise expressly authorized by us in writing.

#### **E. Termination.**

1. **Immediate Termination Events.** In the event that you default on any of your obligations under any agreement with us, including, but not limited to, any misuse of any UL Japan S Mark, as defined in

Paragraph D.5 above, we may, in our sole discretion, immediately terminate or suspend, any of your Products related to such default, and any and all rights or authorities conferred upon you by virtue of the Parties' agreements, including any right to use any Marks on any Product(s), without prejudice to any other rights or remedies that we may have.

2. **Additional Termination Events.** Upon the occurrence of any of the following events or conditions, and upon thirty (30) days' written notice to you ("the cancellation notice"), we may terminate, in whole or in part, as to any or all Covered Product(s), any rights or authority conferred upon you by the Service Agreement:
  - a. Your failure to use the UL Japan S Mark on covered Product(s) for a period of two (2) consecutive calendar years.
  - b. Your filing of any voluntary or involuntary petition in bankruptcy.
  - c. The appointment of a receiver for your business; and/or
  - d. The voluntary or involuntary liquidation of your business.

In such termination notice, we will provide you with a date by which you must cease using any and all UL Japan S Marks covered by the notice (the "date of withdrawal").

3. **Termination Upon Non-Eligibility.** If, at any time and for any reason, any of your Product(s) become ineligible for UL Japan S Mark Service, we shall immediately discontinue UL Japan S Mark Service on such ineligible Product(s) and shall terminate your rights and authorities under the Service Agreement with respect to such Product(s), pursuant to a termination notice.
4. **UL Solutions Contracting Party's Actions Upon Termination.** Upon any termination of the Service Agreement, we may, among other things:
  - a. Discontinue any UL Japan S Mark Service on any of your Product(s), and/or
  - b. Take physical possession of any unused UL Japan S Marks, which, in our judgment, were issued for use in connection with any Product(s) related to the termination.

You expressly agree that, on or before the cancellation date, as defined in Paragraph E.2. above, you will cease using any UL Japan S Marks on, or in connection with, any covered Product(s) addressed in the cancellation notice, including any use of any UL Japan S Marks, or any reference to us, in the marketing, promotion, and/or advertising of such Product(s).