

GLOBAL SERVICES AGREEMENT

Subscriber No: _____

Employee No: _____

(For Internal UL Use Only)

Mail to: _____

Fax to: _____ E-mail to: _____

THIS GLOBAL SERVICES AGREEMENT is made as of _____ (the "Effective Date"), by and between Underwriters Laboratories Inc., a not-for-profit Delaware Corporation, its subsidiaries and affiliates (collectively, "UL") and _____ ("Client")
(Client Name)

whose principal place of business is

("Principal Place of Business").

(Client Address, City, State/Province and Country)

This Global Services Agreement, the Service Terms and Conditions for the specific services requested by Client ("Services", as defined below), and the UL quotation, order form or order confirmation (collectively, "Quotation") provided to Client for such specific Services, as explicitly incorporated herein ("this Agreement"), shall collectively constitute the entire agreement that governs UL's performance of Services for Client, and shall supersede all other agreements, applications or Quotations whatsoever between the Parties with respect to the Services (whether written or oral). Unless otherwise specified in the Service Terms and Conditions; the contracting party for Services provided under this Agreement is:

(A) Underwriters Laboratories Inc.; or (B) the contracting party for clients whose Principal Place of Business is located in: (i) Taiwan and Thailand is UL International Services B.V.; (ii) India is UL India Pvt. Ltd.; (iii) Brazil is UL do Brasil Ltda; and (iv) Argentina is UL de Argentina S.r.l.

1. Scope of Services. What UL Is and What UL Does: Client hereby expressly acknowledges and agrees as follows: UL is a private voluntary organization whose primary function is, upon Client's request, to provide Services.

What UL Is Not and What UL Does Not Do: Client expressly acknowledges and agrees that UL is not a designer, manufacturer, marketer, seller, endorser, guarantor, or insurer of any product or system of any kind anywhere. Thus, by providing services hereunder, UL is not assuming any obligation -- including any duty of care -- toward Client or toward any third party in any way related to the design, non-UL testing, manufacture, marketing, or sale of any product(s) or system(s) that Client submits to UL for Services. Rather, Client acknowledges and agrees that Client is solely responsible for the design, non-UL testing, manufacture, marketing, and sale of any product(s) that it submits to UL for Services. Furthermore, Client expressly acknowledges and agrees that (a) UL's provision of Services hereunder is not intended to supplant Client's examination and testing of such product(s) or system(s); (b) by its performance of Services, UL is not assuming any duty that Client might otherwise have to examine and/or test the design of such product(s) or system(s), either before or after manufacture or sale; (c) UL is not in any way "endorsing," or warranting the "safety" or performance of, such product(s) or system(s); and (d) in rendering Services hereunder, UL does not intend to supply, and is not supplying, information for the guidance of Client in the conduct of its business.

2. Terms for Specific Services. UL provides a wide variety of Services to its Clients, each of which has its own applicable set of Service Terms and Conditions. CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICE TERMS AND CONDITIONS APPLICABLE TO EACH AND EVERY SPECIFIC SERVICE THAT CLIENT REQUESTS UNDER THIS AGREEMENT ARE EXPRESSLY INCORPORATED BY REFERENCE HEREIN AND ARE AN INTEGRAL PART HEREOF. The specific Services requested by Client, and to be provided by UL, will be set forth in individual Quotations from UL to Client. Each such Quotation incorporates all Service Terms and Conditions applicable to each such Service as of the date of the Quotation. Such applicable Service Terms and Conditions are set forth at www.ul.com/contracts. Any service requested by Client and provided by UL, regardless of whether a Quotation is issued, will be considered "Services" for the purpose of this Agreement and will, therefore, be governed by the terms of this Agreement. The term "Services" includes, but is not limited to, UL's conception, development, promulgation, review, publication, modification, withdrawal, interpretation, use, and/or application of any testing standard or requirement, including UL's Standards.

3. Payment Terms. Client shall pay, in full and without set off, UL fees and related expenses upon receipt of UL's invoice. Client shall not deduct any wire or transfer fees, taxes, duties, or levies. UL may charge interest at the rate of 1.5% per month (18% per year), or the maximum legal rate, on all outstanding balances, from the due date until paid in full. Client agrees to pay reasonable collection costs, including attorneys' fees, if necessary, in the event of untimely payment or non-payment. If charges are not paid when due, UL may deny or withdraw any UL Services to or from Client.

4. Deposit and Credit Information. UL may require a preliminary deposit (to be credited against the total charges) before UL begins Services. UL, its subsidiaries and its affiliates, also reserve the right to share a Client's credit history among themselves.

5. Client Information. Client represents and warrants that all information and/or data provided to UL by Client, or on Client's behalf, are complete and accurate and that UL may rely thereon when providing Services. If any information and/or data provided to UL by Client, or

on Client's behalf, are either incomplete or inaccurate, UL shall not be liable in any manner for any performance or alleged non-performance of Services under this Agreement. Client agrees and consents to UL sharing Client's information and data, including its employees' personal data, with UL's subsidiaries, affiliates, subcontractors or third parties, in order for UL to: (i) perform the Services; (ii) conduct surveys for input about UL and its services or the improvement of UL's services and provide additional information about UL's Services to Client including, without limitation, marketing materials, in any media including, without limitation, e-mail, phone or otherwise; or (iii) act in the interest of public safety. Client further represents and warrants that all information and data provided to UL by Client are properly owned or licensed by Client, do not infringe upon the intellectual property rights of any third party, and that Client is allowed to provide such information to UL without restriction.

6. **Ownership of Work Product.** UL shall retain all right, title, and interest, in and to any reports, procedures, data, calculations, notes, or other documents in any form whatsoever conceived, prepared, or originated by UL.
7. **Confidentiality.** Subject to Paragraph 5 above, UL shall use reasonable efforts to maintain in confidence, and not to disclose to third parties (except UL's affiliates, subsidiaries, and subcontractors), information that it obtains in confidence from Client ("Confidential Information"), without Client's prior written consent. Confidential Information shall not include information that is (a) already known to UL; (b) publicly available; (c) subsequently acquired by UL from other sources in a manner that does not constitute a breach of this Agreement; (d) disclosure when deemed by UL, in its sole discretion, to be necessary to UL's performance of the requested Services; (e) required to be produced pursuant to an order or command of any judicial, regulatory, or accreditation authority; (f) required by any common law or statutory duty; or (g) disclosed in the interest of public safety. UL shall take reasonable steps to safeguard client data within UL systems prior to external transmission and may transmit Client's Confidential Information and data to Client through the Internet or any public network, unless otherwise directed in writing by Client.
8. **Samples.** If the Services require examination of samples, the Client will ship the samples to UL at Client's expense. Upon completion of testing, the samples may be destroyed, unless other arrangements are made for the return of the samples at Client's expense. Client hereby expressly acknowledges and agrees that testing and sample preparation may damage and/or destroy any sample that Client has provided for such testing and/or sample preparation. Client further expressly agrees that under no circumstances will client seek to hold UL liable for any such damage or destruction, and UL will not be so liable.
9. **Subcontracting.** Client agrees that UL may subcontract the Services to third parties. Client authorizes UL to disclose all information to the subcontractor, including Confidential Information, necessary for such performance of the Services by the subcontractor. UL shall provide as a term of any such subcontract that the subcontractor shall meet UL's current qualification requirements and shall comply with UL's requirements for confidentiality, conflicts of interest, and ethical standards.
10. **UL's Name or Marks.** Client acknowledges and agrees that UL is the sole and exclusive owner of all rights, title and interest in and to UL's name and trademarks including, without limitation, service marks and certification marks (collectively, the "Marks"). Except for Client's right to use the Marks as specifically granted in this Agreement, Client has no rights or interest in or to such Marks. Client agrees that it will not during the term of this Agreement or at any time thereafter, contest or assist any third party in contesting the validity of UL's ownership of the Marks. Client acknowledges that any misuse of the Marks, UL's name, reports, certificates or other documents would result in irreparable harm to UL for which damages at law would be an insufficient remedy. Client further agrees that UL may apply for and have injunctive relief in any court of competent jurisdiction to specifically prohibit the continuing misuse by Client of the Marks, UL's name, reports, certificate, or other documents and hereby waives all defenses to the strict enforcement of the terms of this paragraph.
11. **Export Control.** Client represents and warrants that it: (a) will not cause UL to violate any export or trade sanction law, including those enforced by the U.S.; (b) will promptly advise UL if a project involves technology that is subject to any government controls, including U.S. export controls, and will promptly supply all information needed to comply with those controls; and (c) will make payments to UL for Services rendered under this Agreement through financial institutions and accounts that are not subject to any trade sanctions.
12. **No Assignment.** Neither Party may assign any of its rights or obligations under this Agreement to any other person without the other Party's express, written consent, except that UL, upon prior written notice to Client, may assign this Agreement or any of its rights or obligations under this Agreement to any of its subsidiaries or affiliates.
13. **No Third Party Beneficiaries.** The Parties intend that no provisions of this Agreement shall in any way benefit any third party, and that no third party shall have any rights or cause of action under this Agreement. Neither Party is an agent for an undisclosed principal, and the Parties acknowledge and agree that any such undisclosed principal would have no rights or causes of action against UL for any Services requested by, or provided to, the Client under this Agreement.
14. **Waiver.** Any failure by a Party to insist upon the performance of any provision of this Agreement shall not constitute a waiver of any rights under the Agreement or a waiver of any right to future performance of that provision. For any waiver of any provision of this Agreement to be effective, it must be set forth in a writing executed by both Parties.
15. **Limitation of Remedies Available To Client.** UL will provide Services hereunder in accordance with professional standards of conduct generally applicable to conformity assessment service organizations. In the event a tribunal described in Paragraph 22 hereof finally determines that UL has failed to comply with such standards of conduct in providing such Services and that such failure directly caused harm to Client, UL will compensate Client for such harm, PROVIDED, HOWEVER, that the amount of such compensation shall under no circumstances exceed the amount of fees paid by Client to UL for the specific portion of the Services rendered hereunder that directly caused harm to Client, and PROVIDED FURTHER that under no circumstances shall UL be liable to Client for any incidental, consequential, or punitive damages. OTHER THAN AGREEING THAT IT WILL COMPLY WITH PROFESSIONAL STANDARDS OF CONDUCT GENERALLY APPLICABLE TO CONFORMITY ASSESSMENT SERVICES ORGANIZATIONS IN ITS PERFORMANCE OF SERVICES HEREUNDER, UL MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND

WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ITS PROVISION OF SERVICES HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY "IMPLIED WARRANTY OF MERCHANTABILITY" OR "IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE," AND EXPRESSLY DISCLAIMS THE SAME.

- 16. Release And Waiver.** IN CONSIDERATION OF UL'S AGREEMENT TO PERFORM SERVICES FOR CLIENT HEREUNDER, CLIENT HEREBY EXPRESSLY WAIVES, RELEASES, AND EXEMPTS UL AND ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AFFILIATES, AGENTS, AND SUBCONTRACTORS FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION WHATSOEVER FOR ANY ALLEGED LOSS, DAMAGE, OR INJURY, OTHER THAN A CLAIM FOR COMPENSATION FROM UL PROVIDED FOR IN PARAGRAPH 15. THIS EXPRESS RELEASE AND WAIVER IS INTENDED TO COVER, AND DOES COVER, ALL CLAIMS ARISING IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENT MISREPRESENTATION, INTENTIONAL MISREPRESENTATION, TORTIOUS BREACH OF CONTRACT, UNFAIR COMPETITION, DEFAMATION, AND/OR TORTIOUS INTERFERENCE WITH ACTUAL OR PROSPECTIVE CONTRACT, BUSINESS RELATIONSHIP, OR ECONOMIC ADVANTAGE), AS WELL AS THOSE ARISING UNDER ANY STATE OR FEDERAL STATUTE, THAT IN ANY WAY ARISE OUT OF, OR RELATE TO, UL'S SERVICES OR TO UL'S PERFORMANCE AND/OR ALLEGED NON-PERFORMANCE UNDER THIS AGREEMENT.
- 17. Indemnification As To Third Party Claims.** IN CONSIDERATION OF UL'S AGREEMENT TO PERFORM SERVICES FOR CLIENT HEREUNDER, CLIENT UNCONDITIONALLY AGREES TO INDEMNIFY UL, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AFFILIATES, AGENTS, AND SUB-CONTRACTORS FROM ANY AND ALL LOSS OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR RELATED TO, ANY AND ALL CLAIMS ASSERTED BY THIRD PARTIES THAT IN ANY WAY RELATE TO THE DESIGN, TESTING, MANUFACTURE, MARKETING, OR SALE OF CLIENT'S PRODUCT(S) OR SERVICES (INCLUDING, BUT NOT LIMITED TO, CLIENT'S USE OF ANY OF THE MARKS OR CERTIFICATION) AND TO UL'S PROVISION OF SERVICES HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS SOUNDING IN TORT, CONTRACT, AND/OR WARRANTY, AND/OR ARISING OUT OF ANY FEDERAL OR STATE STATUTE. IN THE EVENT THAT UL IS SUED AS A DEFENDANT ON ANY SUCH CLAIM BROUGHT BY A THIRD-PARTY, UL SHALL HAVE THE RIGHT TO SELECT COUNSEL AND TO DEFEND ITSELF AT CLIENT'S EXPENSE.
- 18. Representations and Modifications.** This Agreement, its explicitly incorporated Service Terms and Conditions, and any and all related Quotations, constitute the entire, complete, and fully integrated agreement between the parties. There are no other statements, representations, terms, covenants, warranties, guarantees, conditions, agreements, or obligations in any way relating to UL's provision of Services to Client, and the Parties hereby expressly disclaim any purported reliance on any statements, representations, claims, brochures, and/or advertisements of any kind not explicitly set forth herein, including prior oral and/or written representations. This Agreement may be modified only in writing and only if such writing is duly executed by authorized agents for both Parties. Under no circumstances shall any preprinted additional or different terms or conditions on Client's purchase orders, invoices, sales or marketing materials, or other business documents apply to Services provided under this Agreement.
- 19. Termination.** This Agreement will continue in effect until terminated by either Party, with or without cause, upon 30 days' prior written notice to the other ("the termination notice"). In the event of any breach of this Agreement, either Party may terminate this Agreement, effective immediately upon the other party's receipt of the termination notice. Client further agrees that any additional provisions regarding rights of termination set forth in any applicable Service Terms and Conditions or Quotations are expressly incorporated herein by reference. Finally, Client hereby agrees that it shall pay all reasonable fees and expenses incurred by UL up to the date of termination. If Client fails to pay such fees and expenses upon demand, Client agrees that it shall pay any and all costs (including, but not limited to, collection agency fees, attorneys' fees, and court costs) that UL incurs in obtaining payment from Client.
- 20. Notice.** Notice under this Agreement must be made by hand delivery, courier service, mail, facsimile, or e-mail transmission at Client's designated place of business. Notice delivered by facsimile or courier shall be effective upon confirmed receipt, and by mail or courier upon the earlier of (i) receipt or (ii) five (5) business days after the notice is deposited in the mail. UL's designated place of business shall be: Underwriters Laboratories Inc., c/o General Counsel, 333 Pfingsten Road, Northbrook, Illinois, U.S.A., 60062.
- 21. Severability.** If any provision of this Agreement is held invalid, void, or unenforceable for any reason, all other provisions of this Agreement shall be severed and remain valid to the extent permissible under law.
- 22. Dispute Resolution/Binding Arbitration.** Any dispute or disagreement arising out of, or relating to, UL's Services or this Agreement, including the breach, termination, or validity thereof, shall be finally settled by binding arbitration, which shall be administered by the International Centre for Dispute Resolution of the American Arbitration Association ("AAA") pursuant to the AAA Commercial Arbitration Rules and, specifically, the Procedures for Large, Complex Commercial Disputes, by which UL and Client agree to be bound. Unless the Parties expressly agree in writing otherwise, the venue for arbitration shall be Chicago, Illinois, except for: (i) Clients whose Principal Place of Business is in Europe, the venue shall be London, UK; and (ii) Clients whose Principal Place of Business is in Asia, the venue shall be Singapore, Republic of Singapore. The arbitration proceedings shall be conducted before a panel of three (3) arbitrators. Unless the Parties consent in writing, each arbitrator shall be an individual with substantial commercial transactional experience of at least fifteen (15) years in a corporate legal setting. The arbitration panel shall be selected as follows: the Parties shall request a list of ten (10) arbitrators drawn from the AAA's panel of commercial arbitrators (to be experienced in and familiar with the AAA's Procedures for Large, Complex Commercial Disputes). From this list of ten (10) arbitrators, Client and UL shall each choose one arbitrator. After they have been notified of their selection to the panel, the two chosen arbitrators shall agree on a third arbitrator from the list of ten (10), who shall be the chair of the panel, and the panel shall be final. The decision of the majority of the arbitrators shall be the decision of the panel. The arbitrators shall not have the authority to add to, change, or disregard any lawful term of this Agreement, to award incidental, consequential, or punitive damages (including, but not limited to, loss of use, unjust enrichment, and/or lost profits), or to exceed the remedies provided by Paragraph 15 above, or the limitation of liability and release and waiver described in Paragraphs 15 and 16 above.

The decision of the panel shall be final and binding and judgment on the arbitration award may be entered by a court of competent jurisdiction, as described in Paragraph 23 below. Arbitration shall be the exclusive, final remedy for any dispute between the Parties arising out of this Agreement, provided, however, that nothing in this provision shall prevent either Party from seeking injunctive relief for misuse or misappropriation of its Marks, confidential or proprietary information, or for infringement of its intellectual property, in a court of law. The language of the arbitration shall be English. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. The non-prevailing Party shall bear all costs of the arbitration proceeding and, unless the arbitrators determine otherwise, shall bear all legal fees and costs of the prevailing Party. **NOTHING IN THIS PROVISION SHALL PREVENT UL, AT ITS OPTION, FROM ENFORCING THE TERMS OF PARAGRAPH 17 IN ANY COURT OF COMPETENT JURISDICTION, INCLUDING ANY COURT IN WHICH ANY THIRD-PARTY ACTION AGAINST UL IS PENDING, WHERE SUCH ACTION IN ANY WAY RELATES TO CLIENT'S PRODUCT(S) OR TO UL'S PROVISION OF SERVICES UNDER THIS AGREEMENT.**

- 23. **Governing Law/Jurisdiction.** This Agreement shall be governed by the laws of the State of Illinois, United States of America, without reference to Illinois's choice of law principles. Subject to Paragraph 22, and without limiting its scope, the Parties consent to the sole and exclusive jurisdiction in the state courts and federal courts that have jurisdiction over Cook County, Illinois, for any claims or disputes that are determined not to be subject to resolution by arbitration, as provided in Paragraph 22 above.
- 24. **Insurance.** UL reserves the right to require Client to produce satisfactory evidence that Client has in force satisfactory insurance coverage for the purpose of meeting any third party liability.
- 25. **Survival of Terms.** The provisions of Paragraphs 5 (Client Information); 6 (Ownership of Work Product); 7 (Confidentiality); 13 (Third Party Beneficiaries); 14 (Waiver); 15 (Limitation of Remedies Available to Client); 16 (Release and Waiver); 17 (Indemnification as to Third Party Claims), 22 (Dispute Resolution/Binding Arbitration), 23 (Governing Law/Jurisdiction); and 26 (English Language) shall survive any termination of this Agreement.
- 26. **English Language.** The Parties hereby acknowledge that they have mutually required that this Agreement and all documentation, notices, judicial proceedings, and dispute resolution and arbitration entered into, given, instituted pursuant to, or relating to, this Agreement be drawn up in the English language. Any translations of this Agreement or its attachments that are provided to the Client are done solely for the convenience of the Client and, in all cases, the English language version of such documents shall govern.
- 27. **Force Majeure.** Neither Party shall be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the Party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented and provided further, that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing delay.
- 28. **Independent Contractors.** The Parties are, and intend to be, independent contractors with respect to the Services described herein. Neither Party shall act as an agent of the other, nor shall it be entitled to enter into any agreements or incur any obligations on behalf of the other Party. No form of joint employer, joint venture, partnership, or similar relationship between the Parties is intended or created hereby. As an independent contractor, UL shall be solely responsible for determining the means and methods for performing the Services.
- 29. **Construction.** The Service Terms and Conditions shall take precedence over any different or conflicting provisions in this Global Services Agreement. Client expressly acknowledges and agrees that this Agreement is the product of arms-length negotiations between UL and Client, both of whom are sophisticated commercial Parties of equal bargaining power, and that Client has in no manner relied on UL's expertise and/or superior knowledge, if any, in entering into this Agreement. Client further agrees that this Agreement shall be construed as if jointly prepared and drafted by both Parties and that under no circumstances will any provision hereof be construed for or against either Party due to that Party's actual role in the preparation or drafting of this Agreement. Headings used in this Agreement are for reference purposes only and shall not constitute any part of this Agreement.

CLIENT AGREES TO THE TERMS OF THIS AGREEMENT AND WARRANTS THAT IT HAS MADE NO ALTERATIONS TO ITS TEXT, UNLESS SET FORTH SEPARATELY IN AN ADDENDUM THAT HAS BEEN EXECUTED BY UL. THE UNDERSIGNED REPRESENTS AND WARRANTS THAT S/HE IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CLIENT.

By:  _____

Name: Sajeev Jesudas

As Legal Representative of Underwriters Laboratories Inc.,
Its Subsidiaries and Affiliates

By: _____

Name: _____

Title: _____

(Client's Full Legal Company Name)