

Exhibit

GDPR Processor Addendum Terms

1. Definitions. “Data Protection Legislation” shall mean, the applicable laws, decisions, codes of practice and guidance of a competent institution supervising or regulating data protection, the Processing of Personal Data and privacy of EU citizens, including the General Data Protection Regulation (EU) 2016/679 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications).

2. Data Protection. References in these Terms to Data Subjects, Personal Data, Process, Processed, Processing, Data Controller or Data Processor, where capitalised, shall have the meanings in, and shall be interpreted in accordance with, the Data Protection Legislation.

3. Compliance with laws. UL shall not cause Client to breach any obligation under the Data Protection Legislation. UL shall notify Client without undue delay, if in the delivery of the Services as an experienced supplier of the Services, it or they identifies any potential areas of actual or potential non-compliance with the Data Protection Legislation.

4. Authority. Client authorises UL to Process the Personal Data during the term of the Agreement as a Data Processor (on its and its Affiliates behalf) for the purposes of providing the Services only. Client’s users input Personal Data into the Service.

5. Sub-processing. Client acknowledges and agrees that (a) UL Affiliates may be retained as Sub-Processors; and (b) UL may engage third-party Sub-Processors in connection with provision of the Services. UL has entered into a written agreement with each Sub-Processor containing data protection obligations no less protective than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the services provided by such Sub-Processor. UL shall remain responsible for all acts or omissions of the Sub-Processor as if they were its own.

UL shall make available to Client the current list of Sub-Processors for the Services. Such Sub-Processor list shall include the identities of those Sub-Processors and their country of location, available at: <https://psi.ul.com/en/gdpr> (the “Data Protection Site”). The Data Protection Site has a mechanism for Client to subscribe to notifications of new Sub-Processors for each applicable Service, and if Client subscribes, UL shall provide notification of a new Sub-Processor(s) before authorizing any new Sub-Processor(s) to Process Personal Data in connection with provision of the applicable Services.

Client may object to UL’s use of a new Sub-Processor by notifying UL promptly in writing within ten (10) business days after receipt of UL’s notice in accordance with the mechanism set out above. In the event Client objects to a new Sub-Processor, as permitted in the preceding sentence, UL will use reasonable efforts to make available to Client a change in the Services or Client’s use of the Services to avoid Processing of Personal Data by the objected-to new Sub-Processor. If UL is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Client may terminate the applicable Statement of Work with respect only to those Services that cannot be provided by UL without use of the objected-to new Sub-Processor by providing written notice to UL.

6. UL Obligations. UL shall (and shall procure that any Authorised Sub-Processor shall):

6.1 process the Personal Data only on documented instructions from Client, including this Agreement;

6.2 not permit any Processing of Personal Data outside the European Economic Area without Client’s prior written consent (unless UL or Authorised Sub-Processors are required to transfer the Personal Data, to comply with European Union or European Member State Applicable Laws and such laws prohibit notice to Client on public interest grounds);

6.3 ensure that any person authorised to process the Personal Data: (a) have committed themselves to appropriate contractual confidentiality obligations or are under an appropriate statutory obligation of confidentiality; (b) Processes the Personal Data solely on instructions from Client; and (c) are appropriately reliable, qualified and trained in relation to their Processing of Personal Data;

6.4 implement (and assist Client to implement) technical and organisational measures to ensure a level of security appropriate to the risk presented by Processing the Personal Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed (together, a “Data Security Breach”);

6.5 notify Client without undue delay (and in any event no later than 48 hours) after becoming aware of a Data Security Breach. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay;

6.6 provide reasonable assistance to Client in: (a) responding to requests for exercising the Data Subject’s rights under the Data Protection Legislation, including by appropriate technical and organisational measures, insofar as this is possible; (b) reporting any Data Security Breach to any supervisory authority or Data Subjects and documenting any Data Security Breaches; (c) taking measure to address the Data Security Breach, including, where appropriate, measures to mitigate its possible adverse effects; and (d) conducting privacy impact assessments of any Processing operations and consulting with any applicable supervisory authority or appropriate persons accordingly; and

6.7 securely delete or return all Personal Data to Client after the end of the provision of services relating to processing in accordance with the Agreement.

7. Information provision. UL shall make available to Client all information necessary to demonstrate compliance with the obligations laid down in this Exhibit and allow for and contribute to audits, including inspections, conducted by Client or another auditor mandated by Client. Client shall reimburse UL for any time expended for any on-site audit at UL’s current professional services rates, which UL will make available to Client upon request. Before the commencement of any such on-site audit, Client and UL shall mutually agree upon the timing, scope and duration of the audit in addition to the reimbursement rate for which Client shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by UL. UL shall immediately inform the controller if, in its opinion, an

instruction infringes the Data Protection Legislation or other Union or Member State data protection provisions.

Contract Reference:

(identify underlying client contract)

Client Name:

By:

Title:

Date:

UL Entity:

By:

Title:

Date: