



GLOBAL SERVICES AGREEMENT

Subscriber No.: **570172-001**
Agreement No.: **5000626145**
Processor ID No.: **19886**
(For Internal Use Only)

The terms of this Global Services Agreement ("GSA") effective as of **08-JUL-2013** ("Effective Date") will apply to all Services to be provided to **I G G ELECTRONICS CANADA INC** ("Client" or "you") by the UL Company identified or referred to in a Quotation or Project Confirmation ("UL Contracting Party," "we" or "us"). "UL Contracting Party" and "Client" may be collectively referred to as "Parties" or individually as "Party." Your principal place of business is **827 MCCAFFREY, VILLE ST LAURENT, QC, H4T 1N3, CA.**

"UL Company" means a UL Contracting Party or an entity controlled by, controlling, or under common control with that UL Contracting Party, and "UL Companies" means all of them, collectively. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of more than 50% of the interests in such entity, by contract, or otherwise.

1. **Services.** The term "Service(s)" means the services that are identified in a Quotation or Project Confirmation which by its terms incorporates this GSA. Each type of Service has its own specific additional requirements ("Service Terms") which we may amend from time to time. Any amendment will apply prospectively from the date the amendment(s) are posted to the website referred to in the next sentence. They are available at www.ul.com/ServiceTerms and will be provided to you in print or electronic format upon request. The capitalized terms used but not defined in this GSA will have the same meaning as in the applicable Service Terms.

2. **Service Agreements.** A service agreement ("Service Agreement") will be formed by: (i) your acceptance of a written offer (including by email) made by us or on our behalf to provide Services (a "Quotation"); (ii) the issuance of a written acceptance (including by email) of your order by us or on our behalf (a "Project Confirmation"); or (iii) your written or oral request for Services and our commencement of such Services if neither a Quotation nor Project Confirmation is issued. In the case of Follow-Up Services, the Follow-Up Service Procedure is our Quotation to all Subscribers for Follow-Up Services regardless of which Subscriber receives the Quotation; and acceptance (in the manner set forth in the Follow-Up Service Terms) by any Subscriber of a Quotation for Follow-Up Services shall bind all Subscribers and form your Service Agreement for Follow-Up Services. The terms "Subscriber," "Follow-Up Services" and "Follow-Up Service Procedure" are defined in the Follow-Up Service Terms. Each Service Agreement will incorporate both the applicable Service Terms in effect on the date the Service Agreement is formed and this GSA.

More than one Service Agreement may be formed which incorporate the terms of this GSA. If you obtain more than one Service under separate Quotations or Project Confirmations, your Service Agreements may be with different UL Contracting Parties, as identified in each Quotation or Project Confirmation.

3. **Scheduling, Pricing and Payment Terms.** Any pricing and delivery schedules quoted for Services are estimates only, and may be subject to change by us upon prior notice to you, depending on the requirements of the specific project. Before we begin Services, we may require you to make a deposit (to be credited against the total charges). You will pay our fees and related expenses promptly upon receipt of an invoice. You will be responsible for all taxes, duties or imposts which may be levied by a governmental body ("Taxes") other than taxes measured by a UL Company's net income related to any Service Agreement. We may add such Taxes to our invoices and collect them from you. You will not deduct any wire or transfer fees or other offsets. We may charge interest at 1% per month (12% per year), or the maximum legal rate, whichever is less, on all outstanding balances, from the due date until paid in full. You agree 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, we may deny or withdraw any Services to you.

4. **Your Information.** You represent and warrant that all information and/or data provided to us or another UL Company by you, or on your behalf ("Your Information"), will be complete and accurate and that you are in compliance with any relevant data protection laws in furnishing it to us, and agree that we may rely upon and process such information when providing you Services. In addition, you represent and warrant that all of Your Information is owned or licensed by you, and does not infringe on the intellectual property rights of any third party. If any of Your Information is inaccurate, we will not be liable for any performance or alleged non-performance of Services. You agree that we may share Your Information (to the extent permitted by applicable laws and contractual obligations) with other UL Companies, subcontractors or third parties, in order for us to: (i) perform the Services; (ii) conduct surveys for input about us and our Services or the improvement of our Services; (iii) provide additional information about our Services to you; or (iv) act in the interest of public safety.

5. **Confidential Information.** Each Party acknowledges that in connection with the Services it may have access to or