

PurView® Terms of Use (effective June 2023)

Welcome to the PurView Platform (the "Site"), provided by UL Verification Services Inc. ("UL") ("we" or "us"). Collectively, UL and its affiliates shall be known as the "UL Companies." Please read these terms of use ("Terms") carefully before using the Site.

1. Agreement.

These Terms, including the Data Use Tier Disclosure Appendix below, constitute an agreement between UL and the organization on whose behalf you are utilizing the Site ("Agreement"). That organization may be a manufacturer or reseller of products, a supplier within a supply chain, or a provider of other services, such as property or utility services (hereafter, a "Company"). You represent that you are authorized by your Company to utilize the Site, provide the information requested by the Site and bind your Company to this Agreement. "You" and "your" will refer to that Company. "UL" and "you" may be collectively referred to as "Parties" or individually as a "Party."

In order to use the Site, you must first register for an administrative account. During registration you are required to provide contact information (such as your name and email address) and to identify the Company you represent. As a registered user, we will provide you with a password-protected account. It is your responsibility to select an appropriate password for this account, to change it regularly and to ensure that your password is not disclosed to others.

By obtaining your administrative account and accessing the Site, you accept and agree to be legally bound by this Agreement. If you do not agree to these Terms, you should not access or use the Site.

Further, you should note that this Agreement may be updated or amended from time to time. All such updates and changes are effective thirty (30) days following notice thereof, which UL will give by posting a revised version of this Agreement or other notice on this Site. It is your responsibility to review this Agreement to stay informed of changes that may affect you, as your continued use of this Site signifies your continuing consent to be bound by the Terms of this Agreement. If you do not agree to such changes, then you should not access or use the Site.

The Terms, including any disclaimers or conditions, in this Agreement are of general application and may be supplemented by additional terms or conditions of specific application on any particular page of this Site.

2. Services

Through the Site, entities engage UL to collect and manage and data about materials, components, products, facilities, or companies. The information you contribute via the Site (or via your use of other UL services such as WERCSmart, Supply Chain Network, Prospector, etc.) is used to produce Reports (collectively, the "Services"). Reports are generated using evaluative frameworks that are selected and controlled by the entity licensing the services, which may be a product manufacturer operating one of more Supplier catalogs, or a retailer operating one or more Retailer catalogs. The data you contribute and the resulting Reports will be shared with this entity (hereafter, a "Designated Recipient"), subject to the constraints described in the Your Information section below.

3. Your Information.

Information provided to us by you, or on your behalf ("Your Information") will be used to provide the Services. UL reviews your submitted data for consistency, but it does not verify via testing or other methods. You represent and warrant that 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 the Services. In addition, you represent and warrant that all of Your Information is owned or licensed by you, and that the provision of such information 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 the Services.

Your Information may include "Confidential Data," defined as attributes of a material, component, product, facility, or company that are (i) defined as confidential in the Data Use Tier Disclosure Appendix below; or (ii) are expressly indicated at the point of collection by UL as protected by the confidentiality terms of this Agreement. Confidential Data does not include information that is: (i) already known to the UL Companies at the time of disclosure and not subject to an obligation of confidentiality; (ii) publicly available or that become publicly available other than through the acts or omissions of the UL Companies; (iii) subsequently acquired by the UL Companies from other sources not in violation of any confidentiality obligations; or (iv) is required by law or regulation to be treated as non-confidential.

UL agrees to treat Your Information, including any Confidential Data, 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. UL has implemented technical, organizational, and administrative systems, policies, and procedures to help ensure the security, integrity, and confidentiality of Your Information and to mitigate the risk of unauthorized access to, use, or alteration thereof. UL further agrees that your intellectual property submitted through the Site remains your property. Your Information and Reports generated from it may be provided to a Designated Recipient, subject to the limitations set forth in the Data Use Tier Disclosure Appendix below. Notwithstanding, we may only disclose Confidential Data received from you to a third-party if required by a law enforcement action such as a court order, subpoena or search warrant. If permitted, we will provide you advance notice without undue delay so that you may oppose or limit such disclosure or seek any other appropriate relief.

Notwithstanding anything to the contrary, you agree that the UL Companies shall have a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use aggregated, anonymized data derived from Your Information, including any Confidential Information, and your use of the Services (the "Aggregated Data") for purposes of improving Services hereunder.

Through the Site, you may elect additional services offered by UL and instruct UL to transfer Your Information, which may include Confidential Data, to such services. Such services are subject to separate terms and policies. Please review such terms and policies carefully.

We may also use your contact information to communicate with you about Services we provide, in order for us to: (i) survey you about our Services and potential improvements to the Services; or (ii) provide you additional information about other UL services. You may opt-out of promotional email communications from us by clicking on a link provided in our promotional email messages. After opting-out, you will no longer receive marketing or promotional communications but will continue to receive other messages, such as important notices or communications regarding the Services.

4. Limited Warranty and Limitation of Liability.

Based on the information you provide through the Site, we will provide the Services in a good, workman like and professional manner. You agree to defend, indemnify, and hold any UL Company harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, which are in any way connected with any Report generated by the Site or arise in any way from your use of the Site or related to any violation of this Agreement by you, unless a claim results from the gross negligence or willful misconduct of the UL Companies.

EXCEPT AS EXPRESSLY STATED HEREIN, UL DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY DELIVERABLE HEREUNDER. THE UL COMPANIES' TOTAL LIABILITY UNDER THIS AGREEMENT, TO YOU OR ANYONE CLAIMING ON BEHALF OF OR THROUGH YOU SHALL BE LIMITED TO THE FEES PAID BY YOU HEREUNDER IN THE 12 MONTH PERIOD PRECEDING ANY CLAIM FOR THE PARTICULAR SERVICE DIRECTLY INVOLVED. IN NO EVENT WILL EITHER YOU OR UL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY DAMAGE OR LOSS RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS SITE OR FROM LOSS OF DATA, PROFITS, USE, BUSINESS, BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, HOWEVER CAUSED. This limitation of liability will apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise.

ALTHOUGH THE SITE CONTAINS CERTAIN CONTENT RELATING TO LAWS AND REGULATIONS, SUCH CONTENT IS INTENDED TO BE A GENERAL INFORMATION RESOURCE AND REFERENCE TOOL AND IS NOT AN EXHAUSTIVE OR DETAILED ACCOUNT OF ALL POTENTIALLY APPLICABLE LEGAL OR REGULATORY REQUIREMENTS, NOR SHOULD IT BE CONSTRUED AS SUCH. THE SITE SHOULD IN NO WAY BE CONSIDERED LEGAL ADVICE, INTERPRETATIVE COUNSEL OR OTHER PROFESSIONAL ADVICE. YOU ARE ENCOURAGED TO CONSULT WITH COUNSEL FOR LEGAL ADVICE REGARDING COMPLIANCE WITH ANY LAWS OR REGULATIONS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE UL COMPANIES DISCLAIM ANY RESPONSIBILITY RELATED TO A DESIGNATED RECIPIENT'S USE OR DISEMINATION OF YOUR INFORMATION OR A REPORT IN VIOLATION OF THE DATA USE TIER DISCLOSURE APPENDIX BELOW. A Designated Recipient's use and handling, including public disclosure, of any of Your Information or any Report derived therefrom provided in accordance with these Terms is between you and the Designated Recipient.

UL'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. UL IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

5. Your Use of Services

You are authorized to access the Site for the purposes using the Services. You agree to use the Site only for purposes that are lawful and permitted by the Agreement. You specifically agree not to access (or attempt to access), or systematically retrieve data from, any part of the Site through any automated

means (including use of scripts, bots or web crawlers) unless the data exchange is authorized in writing by UL. You agree that you will not engage in any activity that interferes with or disrupts the Site or interferes with any other party's use of the Site. You agree not to engage in any conduct in connection with your use of the Site that is anti-competitive, deceptive or otherwise in violation of any law including those governing competition or trade practices. You further agree not to tamper with the Site or its functionality. You shall not post or transmit any information, file or software that contains a virus, worm or any other potentially contaminating or destructive information, data or feature.

You also represent and warrant that you will not cause us to violate any export, trade or other economic sanction law and (i) will promptly advise us if a product involves technology that is subject to any government controls, including, without limitation, U.S. export controls, and will promptly supply all information needed to comply with those controls; and (ii) will make payment to us for Services with funds obtained and through financial institutions and accounts in compliance with applicable laws concerning the prevention of money laundering, terrorist financing and other illicit activities, including, without limitation, those enforced by the United States.

6. Fees and Payment.

Applicable fees (if any) for Services are as disclosed on the Site or as specified in your Company's statement of work with UL. Prices for the Services exclude all applicable taxes and telecommunication charges. Such taxes and charges are your responsibility. Fees are nonrefundable other than as specifically provided for in Section 8 below. UL may change the pricing for Services upon thirty (30) days' notice to you.

7. UL Intellectual Property.

The Site, the systems and procedures contained therein and all intellectual property associated with the operation of the Site are proprietary to the UL Companies or their licensors. Any such intellectual property is protected by copyright and other intellectual property laws and treaties. UL reserves all rights not expressly granted. You agree not to "link," "frame" or "mirror" the Site, or any content contained on or accessible from the Site, on or from any other server or device without the advanced written authorization of UL.

8. Termination.

The term of the Services will automatically renew and continue until terminated by either Party with no less than thirty (30) days' prior written notice to the other Party effective as of the end of the current subscription-year period (if applicable), or as specified in your Company's statement of work with UL. Your notice must comply with any procedures posted on the Site. In the event UL terminates for convenience, unused prepaid fees shall be refunded. In the event of your material breach of any service agreement with us or any other UL Company, we may immediately terminate any or all service agreements including this Agreement thirty (30) days following notice and opportunity to cure.

Your failure or inability to pay your debts and obligations in the normal course of business as well as any filing of a petition in bankruptcy or any similar filing for protection from creditors will be a material breach by you of all service agreements with the UL Companies. Upon notice of termination of this Agreement, we will take immediate steps to bring the Services to a close in a prompt manner. Upon

termination, we are entitled to reimbursement in full for all Services provided and any other sums due pursuant to this Agreement up to the effective date of termination, including any other direct costs and expenses incurred by us in connection with the termination.

Upon termination of this Agreement, we retain Your Information (which information shall remain subject to the confidentiality terms of this Agreement) for purposes of responding to claims with respect to information we provide to Designated Recipients.

Any terms of this Agreement that would, by their nature, survive the termination of this Agreement will so survive.

9. Trademarks and Representations.

Without the prior written consent of the appropriate UL Company and other than any logo appearing on a Report generated through our Services, you are not authorized to utilize any trademark belonging to UL. The Services provide Reports to Designated Recipient. Reports are generated using evaluative frameworks controlled by the Designated Recipient. UL does not make any independent evaluation of the quality, efficacy, or reliability of any material, component, product, facility, or company. A Report does not constitute any type of endorsement or rejection of your material, component, product, facility, or company by UL. You are not authorized to make any representations contrary to the foregoing.

10. Choice of Law and Location for Resolving Disputes.

Claims for enforcement, breach or violation of duties or rights under this Agreement will be adjudicated under the laws of the State of Illinois, without reference to conflict of laws principles. You hereby irrevocably consent to the exclusive jurisdiction and venue of state or federal courts in Chicago, Illinois, USA in all disputes arising out of or relating to the use of the Services.

11. Statute of Limitations.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

12. Subcontracting

You agree that we may subcontract this Service to any Affiliate or other third parties subject to our requirements. We will provide as a term of any such subcontract that the subcontractor will meet our current qualification requirements, including complying with the confidentiality requirements of this Agreement. UL will be responsible for any breach of this Agreement by its subcontractors.

13. Interpreting the Agreement; Assignment.

The failure of UL to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. All provisions of this Agreement apply to the maximum extent permitted by applicable law. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a

valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect. UL may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement, or assign, transfer or sublicense any rights in the Service. Except as expressly stated herein, this Agreement constitutes the entire agreement between you and UL with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and UL with respect to the Services. The section titles in the Agreement are solely used for the convenience of the parties and have no legal or contractual significance. No text or information set forth on any other purchase order, preprinted form, document or other agreement shall add to or vary the terms and conditions of this Agreement.

14. International Users.

Please note that our servers are based in the United States. You may not use the Site in violation of the export laws of the United States or any other country. If you access the Site from a location outside of the United States, you are responsible for compliance with all applicable laws. Access to and use of the Site from territories where the Site's content is illegal is prohibited.

15. Language of the Agreement.

If you have been provided with a translation of the English language version of this Agreement, then you agree that the translation is provided for your convenience only and that the English language version of this Agreement will govern your usage of the Site. If there is any contradiction between the English language version of this Agreement and a translation, then the English language version shall take precedence.

16. Electronic Signature.

This Agreement shall be executed upon your acceptance of your administrative account, which shall constitute your signature. UL's electronically or other properly stored copies of this Agreement, shall be the true, complete, valid, authentic and enforceable copies of these documents, and you agree that you shall not contest the admissibility or enforceability of UL's copies of them in a court or any proceeding arising out of such documents. You acknowledge and agree that this is a legally binding electronic agreement which you fully understand the Terms of and are authorized by your Company to enter into in connection with your use of the Site.

Data Use Tier Disclosure Appendix

Authorized Uses of Your Information by UL and Designated Recipients

Section I. Data Use Consents

A. Consents Granted by a Company that Provides Data via the UL WERCSmart Platform

1. **Mandatory Consent – Tier 1 Consent.** Any Company that is a registered as a WERCSmart Direct Supplier (a “Direct Supplier”) is deemed to consent to providing Tier 1 Data Use – Regulatory Support (“Tier 1 Consent”) to any entity that sells, transports, stores or disposes of such Direct Supplier’s product (each, a “WERCSmart Recipient”), as specified in the WERCSmart Terms of Use. The WERCSmart Platform provides Direct Suppliers with a current list of all WERCSmart data recipients as well as product-level information about which specific WERCSmart data recipients are in receipt of Tier 1 data. Any Company that is a registered Supplier that provides components to a Direct Supplier (a “Third-Party Supplier”) is also deemed to provide Tier 1 Consent to WERCSmart Recipients. Use of the term “Supplier(s)” shall mean both Direct Suppliers and Third-Party Suppliers
2. **Optional Consents.** Beyond mandatory Tier 1 Consent, a Supplier can further opt-in to one or more of the additional Data Use Tiers that are described below in Section III (each, an “Optional Consent”). Such Optional Consents are not automatic and are limited to just those specific WERCSmart Recipient(s) granted a specific Optional Consent by a Supplier (each, a “Designated Recipient”). The WERCSmart Platform will inform Suppliers about the Data Use Tiers that may be required or requested by different WERCSmart Recipients for specified product categories. In the event that a Supplier declines to consent to a Data Use Tier required or requested by a WERCSmart Recipient, the consequences of that choice will be solely determined by such recipient, not UL.
3. **Data shall only be provided to WERCSmart Recipients or Designated Recipients as authorized by a Supplier’s Consent(s).**

B. Consents Granted by a Company that Provides Data via the Purview or Supply Chain Network Platforms

1. **Default Consents.** Any Company that provides information via the PurView or Supply Chain Network Platforms agrees to the following Data Use Tiers: Tier 1 (Regulatory Support), Tier 2 (Chemical Program Support), Tier 3 (Supplemental Reports) and Tier 4 (Public Disclosure), unless a Designated Recipient has given you an opportunity to opt-in to specific Data Use Tiers.
2. **Customized Consents.** If a Designated Recipient gives you the opportunity to opt-in to specific Data Use Tiers, your selection of applicable Tiers on either the Purview or Supply Chain Network Platforms will determine what data in Your Information and what Reports are shared with a Designated Recipient.
3. **Data shall only be provided to Designated Recipient(s) as authorized by a Company’s Consent(s).**

Section II. Definitions of Types of Data

The Purview Platform collects and manages data about two broad categories of entities, specifically (1) materials, components, or products, and (2) facilities or companies. Data provided by a Company can either be shared with a Designated Recipient consistent with the Consents a Company provides or

treated as confidential. “Confidential Data” are defined as attributes of a material, component, product, facility or company that (i) have not been publicly disclosed by a Company and (ii) are provided to UL under the protection of the confidentiality terms of this Agreement. The following sections summarize the types of information collected and identify the specific data elements that are included in the definition of Confidential Data.

A. Materials, Components or Products. To support Tier 1 and Tier 2 Data Uses (as described below in Section III), a Supplier or Company must provide information about the chemical or material composition of a material, component or product. For Formulated Products¹, a complete ingredient list with percent composition may be required. For Articles² or Complex Objects³, a bill of materials with percent composition may be required. These data may be provided via the WERCSmart Platform or collected on the PurView or Supply Chain Network Platforms.

1. Formulated Products, Articles and Complex Objects are composed of the following constituents:
 - a. “Unique Chemical(s) or Materials,” specific chemicals or materials that can be identified uniquely by a Standard Chemical Name⁴ or Standard Chemical Number⁵ or by a canonical material naming system,
 - b. “Third-Party Component(s),” an ingredient, mixture or material within a product that is provided by a third-party Supplier and that is composed of one or more Unique Chemicals or Materials, the identity of which are separately provided to UL by such Supplier, or
 - c. “Generic Ingredient(s) or Material(s),” an ingredient or material within a product that is composed of one or more Unique Chemicals or Materials, the identity of which have not been disclosed to UL by any Supplier.
2. In a Formulated Product, all constituents so identified constitute a product’s (or, as applicable, a Third-Party Component’s) “Full Formulation Ingredient List.” In an Article or Complex Object, all constituents so identified constitute a product’s (or, as applicable, a Third-Party Component’s) “Full Bill of Materials.”

¹ A “Formulated Product” is composed of at least two ingredients which are selected, processed and combined in a specific way to obtain well-defined target properties, functionality and performance. It can exist in liquid, semisolid, powder or aerosol form.

² “Article” means an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition.

³ Complex Objects are made up of more than one Article (e.g., clothing, furniture, or electronic devices).

⁴ “Standard Chemical Name” means a chemical name defined by the International Union of Pure and Applied Chemistry or some other canonical naming system, such as the International Nomenclature of Cosmetic Ingredients or the Consumer Specialty Products Association Consumer Product Ingredients Dictionary.

⁵ “Standard Chemical Number” means a unique numerical identifier assigned by the Chemical Abstract Service (a “CAS #”) or some other canonical identification system, such as a European Community number or WERCSmart identifier.

3. Disclosure of the Identity of Constituents in a Formulation or Bill of Materials. Subject to any applicable legal requirements, a Company controls whether it discloses to the public the identity of a constituent on a product's Full Formulation Ingredient List or Full Bill of Materials.
 - a. At the point of data collection, UL will provide a Company with the ability to expressly indicate whether the identity of a constituent in a Formulation or Bill of Materials is publicly disclosed.
 - b. The set of constituents that a Company marks as "publicly disclosed" constitutes a product's "Publicly Disclosed Ingredient List" or its "Publicly Disclosed Bill of Materials."
 - c. For each constituent marked as publicly disclosed, UL may collect a "Public Name," defined as the name a Company uses to identify that constituent on a product's label, safety data sheet, or other public marketing collateral.

4. Confidential Data Regarding Materials, Components or Products. The following data elements about materials, components or products are defined as Confidential Data, except as subject to Section 5 below:
 - a. The chemical identity by Standard Chemical Name or Standard Chemical Number of any constituent in a product's Full Formulation Ingredient List or Bill of Materials that is marked as not publicly disclosed or is marked as trade secret.
 - b. The percent by weight of any constituent in a Formulated Product or Article, unless such percent is presented as a range.
 - c. The identity of the Company supplying any Third-Party Component, unless that identity is included in or revealed by that constituent's Public Name.
 - d. Any other data element that is expressly marked as Confidential Data at the point of collection.

5. Public Data Regarding Materials, Components, or Products. For avoidance of doubt, the following data elements about materials, components or products cannot be defined as Confidential Data because they are publicly disclosed by a Company (or other sources not in violation of any confidentiality obligations to the Company). These elements include:
 - a. Identity information for any material, component or product (e.g., name used in commerce, brand, UPC or other identifiers used in commerce);
 - b. Any public attribute data (e.g., product category, size, weight, packaging, label claims);
 - c. Safety documents (e.g., safety data sheets, product labels, shipping labels);
 - d. Any data element included in the definition of Confidential Data that is required by law or regulation to be publicly disclosed.

B. Facilities or Companies. To support Tier 3 and Tier 4 Data Uses (as described below in Section III), a Company may be asked to provide information about the attributes of a facility or a Company or about various environmental, social or governance policies, practices or performance. These data may be collected on the PurView or Supply Chain Network Platforms.

3. Confidential Data Regarding Facilities or Companies. The following data elements about facilities or companies are defined as Confidential Data:
 - a. Any data element that is expressly marked as Confidential Data at the point of collection.

Section III. Data Use Tiers

Tier 1 Data Use – Regulatory Support

A. Definition. “Regulatory Support” is any evaluation of Supplier’s data that is required to assist any WERCSmart Recipient or Designated Recipient in complying with any statute or regulation applicable in the United States, Canada or other countries (including international laws and regulations), governing the sale, handling, transportation, storage or disposal of products containing chemicals. These evaluations are included in the “WERCSmart Results” which are provided to WERCSmart Recipients to support their regulatory compliance programs, and may also be provided in PurView Reports. WERCSmart Results and PurView Reports are derived using both Public Data and Confidential Data submitted by a Direct Supplier (and its Third-Party Suppliers). WERCSmart Results also include the provision of product safety data sheets, whether authored by the Direct Supplier or by UL authoring services.

B. Disclosure of Confidential Data. All data elements defined as Confidential Data above will be treated as such and will not be provided to a WERCSmart Recipient or any Designated Recipient, unless a local, state or federal statute or other applicable law requires that a specific element be treated as non-confidential.

Tier 2 Data Use – Chemical Program Support

A. In connection with Tier 2 Data Use for Chemical Program Support as described in Section (B) below, a Supplier or Company may be required or offered the option to provide:

- Tier 2.1 Consent, which shall include Chemical Screen Results and Aggregate Chemical Usage Reports, and/or
- Tier 2.2 Consent, which shall include Chemical Identity of Publicly Disclosed Product Ingredient or Bill of Materials Lists and Transparency Ratios.

B. Definition. “Chemical Program Support” includes providing the following types of information to Designated Recipient(s) for products associated⁶ with the Designated Recipient within specific product categories selected by the Designated Recipient:

3. Publicly Disclosed Product Ingredient List or Bill of Materials List. The Standard Chemical Names and Standard Chemical Numbers for each constituent on an associated product’s Publicly Disclosed Ingredient List or Bill of Materials List. These data do not include any of the following Confidential Data elements:

⁶ A product is associated with a Designated Recipient if it is (i) sold, stored, transported or disposed by that Designated Recipient; (ii) utilized in production processes by a Designated Recipient; or (iii) being evaluated for inclusion in a Designated Recipient’s inventory.

- a. The chemical identity of any constituent marked as not publicly disclosed or as a trade secret on a Product Formulation page;
- b. The chemical identity of the constituents of any Third-Party Component in a product (unless those constituents are marked as publicly disclosed on a Component Formulation page by the Third-Party Supplier of the component); and
- c. The percent by weight of any constituent in a product.

This information is used by a Designated Recipient to search its product portfolio for chemicals of interest. The Public Name of a constituent is insufficient for this purpose, because a Public Name may be ambiguous and fail to resolve to a specific Unique Chemical. Standard Chemical Names and/or Standard Chemical Numbers are required because these chemical identifiers are used to define which constituents are included in the various regulatory, scientific or trade association lists that Designated Recipients use to identify chemicals of interest. In the absence of Tier 4.2 Consent, the Designated Recipient is not authorized to publicly disclose this additional chemical identity data.

3. Transparency Scores for each associated product. The “Transparency Score” is the percent of ingredients on a product’s Full Formulation Ingredient List or Bill of Materials List that resolve to a Unique Chemical and are on a product’s Publicly Disclosed Ingredient List or Bill of Materials List. The ratios are used by a Designated Recipient to evaluate the visibility it has into the chemical composition of its product portfolio. In the absence of Tier 4.1 Consent, the Designated Recipient is not authorized to publicly disclose product Transparency Scores.
4. Chemical Screen Results. Product Chemical Screen results, where a product’s Full Formulation Ingredient List or Bill of Materials List is screened against a Designated Recipient’s restricted substance list or any other substance list (a “Chemical Screen”). The Designated Recipient is provided with an indication of whether the product passes or fails the screen. The Standard Chemical Name or Standard Chemical Number of the specific constituent(s) failing the Chemical Screen shall only be provided if that constituent is listed on a product’s Publicly Disclosed Ingredient List or Bill of Materials List. Confidential Data may be used to derive Chemical Screen results (e.g., screen against a Full Formulation Ingredient List or Bill of Materials List, or use percent formulation to demonstrate compliance with a restriction limit), provided there is no disclosure of any Confidential Data to the Designated Recipient. In the absence of Tier 4.1 Consent, the Designated Recipient is not authorized to publicly disclose product-level results from its Chemical Screens.
5. Aggregate Chemical Usage Reports. “Aggregate Chemical Usage Reports” are reports which summarize the prevalence or volume of chemicals in a Designated Recipient’s product portfolio. These reports track and characterize usage of chemicals to inform chemical policy development at the Designated Recipient. Confidential Data may be used to derive Aggregate Chemical Usage Reports (e.g., calculate prevalence of all chemicals on the Full Formulation Ingredient List or Bill of Material List of products in an assortment, or use percent formulation to calculate mass-weighted chemical usage), provided there is no disclosure of any Confidential Data to the Designated Recipient. The Designated Recipient is authorized to publicly disclose summary information from Aggregate Chemical Usage Reports, provided that such disclosure does not identify specific products or Companies. If the Designated Recipient is reporting on the volume of chemicals in its assortment, for example, such results must be presented at the product category level, without identifying amounts per specific Company or product.

C. Third Party Suppliers. All Third-Party Suppliers of components in a product shall separately provide Tier 2 Data Use Consent to the use of their Confidential Data for providing Chemical Program Support.

Tier 3 Data Use – Supplemental Reports (Designated Recipient Internal Business Use Only)

A. Definition. For materials, components, or products, “Supplemental Reports” include sustainability evaluations, product qualification and rating programs, and assortment curation programs. For facilities and companies, “Supplemental Reports” include data and evaluations of policies, practices and performance in any material issue area. All Supplemental Reports are generated using evaluative frameworks selected by a Designated Recipient.

3. Supplemental Reports are derived using Company-submitted data on materials, components, products, facilities or companies that may be collected via UL’s WERCSmart, PurView, and Supply Chain Network Platforms, or as otherwise provided.
4. Confidential Data may be used to derive Supplemental Reports (e.g., as inputs for rules used to rate or qualify materials, products, facilities or suppliers), provided there is no disclosure of Confidential Data to the Designated Recipient. Any data element designated at the point of collection or by this Agreement as Confidential Data will not be disclosed to a Designated Recipient.

B. Third-Party Suppliers. In the event that the Confidential Data required to derive a Supplemental Report is controlled by a Third-Party Supplier, that party shall separately provide Tier 3 Data Use Consent to the use of its Confidential Data for deriving Supplemental Reports.

Tier 4 Data Use – Public Disclosure Options

A. Definition of Public Disclosure Options: Companies may be required or offered the option to authorize a Designated Recipient to publicly disclose one or more of the following types of data for its external business purposes, which may include consumer-facing marketing or material, product, facility or supplier information programs:

3. Derived Results from Chemical Program or Supplemental Reports (Tier 4.1). Derived Results include any qualification decisions or ratings the Designated Recipient derives based on the data about a material, component, product, facility or company. Qualification decisions are determinations that a material, component, product, facility or company satisfies a set of criteria (e.g., a supplier exhibits a set of sustainability attributes, or a product does not contain certain types of chemicals). Ratings are scores assigned to a material, component, product, facility or company based on an evaluative framework selected by a Designated Recipient. A Designated Recipient may publicly disclose information from a Chemical Program or Supplemental Reports only in a form that does not reveal the Confidential Data of any Company. For example, a Designated Recipient may publish the results of a product qualification decision (e.g., the product meets a set of criteria), but it is prohibited from disclosing that a product exhibits a specific attribute that is Confidential Data.

4. Product Ingredient Lists (Tier 4.2). A Designated Recipient may utilize the Public Names on a product's Publicly Disclosed Ingredient List or Bill of Materials List to publish such list on its website.
5. Other Company-Provided Data (Tier 4.3). A Designated Recipient may publicly disclose any non-confidential data elements provided by a Company about a material, component, product, facility or company. No Confidential Data elements may be publicly disclosed.