

ENVIRONMENTAL PRODUCT DECLARATION PROGRAM SERVICE TERMS

These Service Terms shall govern all Environmental Product Declaration Program Services (“EPD Services”) performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client and in the case of Mutual Recognition, originating and recognizing Program Operator. 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 entered into by the Parties for Environmental Product Declaration Program Service. The capitalized terms in these Service Terms not herein defined shall have the same meaning as in the GSA.

1.0 SERVICES

1.1 The EPD Services requested by Client and to be provided by UL Contracting Party utilizing its affiliate UL Environment, Inc. (“ULE”) for specific projects shall be set out in individual Quotations or Project Confirmations. EPD and Water Footprint Services are intended to assess the conformance of the Client’s declaration(s) regarding its specified product(s) to ULE’s EPD Program Operator Rules including, without limitation, ISO 14040, ISO 14044, ISO 14046, ISO 14025, and any applicable Product Category Rules as specified in the Quotation or Project Confirmation. Client’s declarations may include, but are not limited to, Life Cycle Impact Assessments. Client may request that UL Contracting Party through ULE verify other relevant environmental claims. EPD Services shall not result in product safety or health certification of any product, or registration of any management system by UL Contracting Party or ULE or any other UL Company.

1.2 **Scope of EPD Services.** EPD Services do not include ULE Environmental Claims Validation (ECV) services and are not intended to verify Client’s claims regarding its product(s) environmental marketing claims such as: recycled content, rapidly renewable materials, regional materials, volatile organic compound emissions and content, energy efficiency, water efficiency, hazardous/toxic substances, reclamation program, design for environment program, manufacturing energy use, and mold resistance. UL Contracting Party through ULE may provide such ECV services in accordance with the Quotation. All such ECV services shall be performed in accordance with UL Contracting Party’s Environmental Claims Validation Service Terms available at www.ul.com/contracts.

1.3 **Price.** UL Contracting Party’s Quotation or Project Confirmation will establish the price for the EPD Services and annual fee structure. The price will depend upon the services requested and/or auditing and verification requirements. The Quotation or Project Confirmation is subject to change at UL Contracting Party’s discretion, upon reasonable notice to Client and Client’s acceptance in writing, depending upon the requirements of the specific project. Mutual Recognition is an option under the EPD Services with a different pricing structure.

2.0 VALIDATION

2.1 **EPD Requirements, Specifications, and Protocols.** UL Contracting Party will evaluate Client’s EPD(s) and Water Footprint(s) according to requirements and methods as outlined in the ULE Program Operator Rules, any applicable Product Category Rules approved for use by UL Contracting Party and its affiliate ULE within the EPD Program as specified in the Quotation, and if applicable, the EPD Mutual Recognition Agreement between ULE and other Program Operator. The Program Operator Rules and applicable Product Category Rules are incorporated herein and made a part of the Service Agreement by reference.

- 2.2** In markets where UL Contracting Party is acting as a certification body for a water footprint verification scheme, UL Contracting Party will evaluate Client's Water Footprint according to the requirements and methods outlined in the scheme specified in the Quotation, including but not limited to the use of specific scheme-certified auditors and on- and off-site audit and assessment requirements.
- 2.3 Data and Life Cycle Assessments.** Client shall provide all information and data necessary for originating Program Operator and UL Contracting Party acting through ULE to perform EPD Services, including without limitation, water footprints, validated life cycle assessment(s) (LCA) along with proof of LCA verification from an authorized third party verifier for each declaration submitted for verification through the EPD Service. Client warrants that all such information and data is accurate and complete and that UL Contracting Party has the right to rely upon the LCA and all such other information and data in the performance of EPD Services. The EPD Services apply only to the data actually received and reviewed by originating Program Operator and UL Contracting Party acting through ULE. Neither UL Contracting Party nor ULE will be responsible for any inaccurate results or issues relating to integrity arising from the Client's collection of and providing of data, information and documentation to originating Program Operator and UL Contracting Party.
- 2.4 Validity of Results.** The results outlined in the Declaration represent a "snapshot" of conformance of the Client's declaration(s) regarding its specified product(s) to the EPD Program Operator Rules including, without limitation, ISO 14025, any applicable Product Category Rules as specified in the Quotation or Project Confirmation, and any EPD Mutual Recognition Agreement. The LCA Verification Report submitted to UL Contracting Party from a credible independent third party that meets the requirements within the program operator rules also represents a "snapshot" of compliance to ISO 14044 and any applicable Product Category Rules. UL Contracting Party makes no representation that the declaration and the LCA are representative of the entire population of product at the time the assessment was made, manufacturing data was provided, or when the LCA was completed.
- 2.5 Deliverables.** When the EPD Services are complete and the conformance of the Client's declaration(s) is verified or recognized as conformant regarding its specified product(s) to the EPD Program Operator Rules including, without limitation, ISO 14025, ISO 14040, ISO 14044, ISO 14046 and any applicable Product Category Rules as specified in the Quotation or Project Confirmation, UL Contracting Party will cause ULE to allow Client to formally use the approved declaration as a part of the EPD Program. UL Contracting Party or ULE will maintain a registry of approved declarations, making the registry available to the public per ISO 14025 requirements.
- 2.6 Declaration Term.** Unless earlier terminated in accordance with these Service Terms, the term of this Service Agreement shall begin on the Declaration Date as defined in Section 2.7 below and expire five (5) years from the Declaration Date ("Initial Term"). If the Client desires to maintain verification of the Declaration after expiration of the Initial Term for another five (5) year renewal ("Renewal Term"), Client must give UL Contracting Party written notice at least sixty (60) calendar days before the Initial Term expires so that UL Contracting Party can initiate the required renewal investigation Services. If UL Contracting Party determines that the renewal investigation Services cannot be fully completed prior to the expiration of the Initial Term, it is within UL Contracting Party's sole discretion to authorize Client a provisional extension of the Initial Term for up to one year duration ("Provisional Term"). This Provisional Term may be applied to an existing Declaration Term. Client will be billed for additional fees to maintain the validation of claims status report and related Services for both the Provisional and Renewal Terms. If the Parties have not executed a new Service Agreement by the date of expiration of the Initial Term nor agreed in writing to extend the Initial Term of this Service Agreement, the Service Agreement and all licenses granted to the Client herein shall expire.

- 2.7 Assignment of Declaration Date.** UL Contracting Party will notify Client in writing of the date of written notice from UL Contracting Party to Client that the applicable product(s) complies(y) with UL EPD Program requirements (“Declaration Date”) and the schedule of dates for Annual Review (as defined in section 2.8 of these Service Terms), for each Declared Product. If the Client shares and verification documents with third parties in accordance with Section 14 of the GSA, all such certification documents must be reproduced in their entirety.
- 2.8 Annual Review.** UL Contracting Party will cause ULE to annually review any declaration(s) issued during the past calendar year to Client for continued compliance to the Program Operator Rules including, without limitation, ISO 14025 and any applicable Product Category Rules. Client is responsible for notifying UL Contracting Party of any requested changes to the declaration and shall provide proper documentation for the verification with the new relevant requirements. If changes are made that take the declaration out of compliance and UL Contracting Party is not notified, Client may be required to suspend use of the EPD. If, in UL Contracting Party’s sole discretion, the product does not require re-validation, Client will be billed for annual renewal fee per the terms of the original project quote in order to maintain the validation of claims status report. UL Contracting Party reserves the right to remove products from the ULE Product Database if the Client is found to be using misleading or incorrect information related to the EPD or Water Footprint Services that UL Contracting Party had provided to the Client. In the case of Mutual Recognition, all responsibility in regards to conformance to ISO 14025 and applicable Product Category Rules is assumed by originating Program Operator.

3.0 CERTIFIED PRODUCT QUALITY STANDARDS AND MAINTENANCE

- 3.1 Quality Obligations of Client.** Client covenants that: (i) all products sold as Declared Products will comply with the Certification Standards upon which the Declared Product(s) were approved in the most recent Initial or Annual Confirmation Evaluation; (ii) Client and/or the manufacturer of the Declared Products will maintain a quality control system that covers all Declared Products at all times while Client (or manufacturer) manufactures and distributes products as Declared Products, and will follow such quality control system with respect to all such Products. Client acknowledges and agrees that (i) Client is responsible for the design and operation of its quality control system and (ii) UL Contracting Party will rely on such system to ensure consistent quality of any products that become Declared Products. Client agrees to immediately notify UL Contracting Party of any complaints that Client receives that relate to a Declared Product’s compliance with the Certification Standards and, together with the notification of the complaint, indicate what responsive action has been or will be taken with respect to the complaint. Depending on UL Contracting Party’s assessment of the validity of the complaint, UL Contracting Party may invoke any and all relevant remedial provisions of this Section, including Section 3.2, 3.3, and 3.4, and may consider the complaint in structuring and conducting On-going Certification Compliance Auditing which may require additional Certification Services and a new Service Agreement.
- 3.2 Improper Use.** If at any time UL Contracting Party determines that the Client has used the Marks on, or in connection with, products that are not Declared Product(s), UL Contracting Party may notify Client in writing of the mislabeling or misuse of the Licensed Marks. Client must correct the labeling or usage of the Licensed Marks as requested by UL Contracting Party, and notify UL Contracting Party of the corrective actions it has taken within thirty (30) days of Client’s receipt of notice.
- 3.3 Change in Ability to Conform.** Client agrees to inform UL Contracting Party immediately of any changes that may affect ability to conform with the Certification Standards, including changes to: (i) ownership or status; (ii) managerial organization; (iii) product or production method; (iv) contact address or production sites; and, (v) quality management system.

3.4 Right to Communicate Certification Status. UL Contracting Party shall have the right at all times, whether or not this Service Agreement is in effect, to communicate to the public accurately Client's current and past certification status and any impending action that UL Contracting Party might take with respect to such certification status, including but not limited to publication on UL Contracting Party's website. UL Contracting Party shall have no liability to Client whatsoever for any harm caused Client by UL Contracting Party's communication thereof.

4.0 OWNERSHIP AND USE OF ULE INTELLECTUAL PROPERTY AND EPD MARK

4.1 Use of Names and Marks. Subject to the terms of the Service Agreement, UL Contracting Party will cause ULE to permit Client to make appropriate references to UL Environment Inc. in the form or text (wording) as authorized by UL Contracting Party and specified in the EPD in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with covered products included in the EPD Program; PROVIDED THAT, in UL Contracting Party's sole opinion, the following conditions are met: (a) the promotional or advertising material is in no way inconsistent with the findings and/or coverages of UL Contracting Party; (b) the reference to ULE is not intended to and does not create a misleading impression as to the nature of ULE's findings, its coverages, and/or its Service; (c) the promotional or advertising material will not bring UL Contracting Party into disrepute; and (d) the promotional or advertising material does not in any manner state or imply that either UL Contracting Party or any other UL Company such as ULE is in any way (i) "endorsing" or "certifying" Client's products; or (ii) "warranting" or "guaranteeing" any aspect of Client's products, or their performance or "sustainability." EPD Services shall not result in any product certification or any authorization to use the Marks of UL Contracting Party, ULE or any other UL Company, except as specified above. No other Marks of ULE or any other UL Company may be used in any advertising or promotional material, except as otherwise expressly authorized by UL Contracting Party in writing.

4.2 Public Statements. Client agrees that UL Contracting Party may use Client's name and logo and display the Declared Products in publications such as UL Environment's Sustainable Products Database in print and electronic form. Upon UL Contracting Party's request, Client will promptly provide UL Contracting Party with an electronic copy of its name and logo, as well as those of the Declared Products for use in connection with UL Environment's Sustainable Products Database. Except as expressly provided in this Service Agreement, each party agrees that it may not use, or permit a third party to use, the other party's name, logo, or marks without the prior written consent of such other party. Without the prior written consent of the other party, neither party may make any press release or other public announcement of, or otherwise disclose the Service Agreement or any provision thereof to any third party, except as may be required by applicable law.

5.0 EFFECT OF CHANGES, TERMINATION OR EXPIRATION

5.1 EPD Program Changes. Client acknowledges and agrees that during the term of the Service Agreement, UL Contracting Party may at its sole discretion, change the requirements of the EPD Program, EPD Mutual Recognition Agreement, or terminate the program. If such change is made UL Contracting Party will determine the date by which Client must cease using the Declaration (the "Termination Date") and shall notify Client, in writing and as soon as is practicable, of such Termination Date (the "Termination Notice"). Client unconditionally agrees to comply with the terms of any such Termination Notice.

5.2 Termination or Expiration of Declaration. Upon termination or expiration of the Declaration with respect to certain Certified Products, formerly Certified Products that are de-certified pursuant to the EPD Program shall be deemed "**De-Certified Products.**" Client agrees:

- (i) To cease marking De-Certified Products with the Licensed Marks immediately and to remove the Licensed Marks from any Products previously marked, and to cause its agents and distributors to do the same;
- (ii) To amend all marketing and promotional materials so as to reflect accurately the certification status of the De-certified Products, and to cause its agents and distributors to do the same; and
- (iii) That UL Contracting Party may take any and all actions necessary so as to communicate to the public the certification status of Client products.

5.3 Termination or Expiration of Agreement. Upon termination or expiration of this Service Agreement, Client agrees, in addition to that set forth in Section 5.2 above:

- (i) To destroy all printed materials, including marketing, advertising and promotional materials, bearing the Marks, and use its best efforts to cause its agents and distributors to do the same, as soon as no Certified or De-Certified Products remain in inventory, but no later than six (6) months of such expiration or termination, and provide written notice of such destruction to UL Contracting Party; and
- (ii) To cooperate with UL Contracting Party or its appointed agent to apply to the appropriate authorities to cancel any recording of this Agreement from all government records;
- (iii) That, as between Client and UL Contracting Party, all rights in the Marks and the goodwill associated therewith shall remain the property of UL Contracting Party.

5.4 Disclaimer; Compliance with Laws and Regulations; and Indemnity. THE UL COMPANIES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES THAT ANY TRADEMARKS, SERVICE MARKS, CERTIFICATION MARKS, LABELS, TEXT, GUIDANCE OR OTHER MATERIALS OR SERVICES PROVIDED TO CLIENT OR THE USE THEREOF WILL COMPLY WITH THE GREEN GUIDES, 15 USC SEC 45, OR OTHER APPLICABLE LAWS AND REGULATIONS, AND IN NO EVENT SHALL THE UL COMPANIES HAVE ANY LIABILITY IN CONNECTION THEREWITH. UL CONTRACTING PARTY DOES NOT PROVIDE LEGAL ADVICE, AND NO UL CONTRACTING PARTY-PROVIDED SERVICE OR DELIVERABLE SHALL BE CONSTRUED OR INTERPRETED AS LEGAL ADVICE. IT IS CLIENT'S SOLE RESPONSIBILITY TO COMPLY WITH THE US FTC ACT, THE GREEN GUIDES AND ALL OTHER APPLICABLE LAWS AND REGULATIONS REGARDING ENVIRONMENTAL MARKETING CLAIMS AND PRACTICES, AND CLIENT SHOULD CONSULT LEGAL COUNSEL FOR ADVICE ON THIS TOPIC. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE UL COMPANIES AND THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AFFILIATES, AGENTS AND SUBCONTRACTORS FROM ALL LOSSES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR RELATED TO, CLAIMS ASSERTED BY THIRD PARTIES THAT RELATE TO UNFAIR OR DECEPTIVE MARKETING CLAIMS, INCLUDING IN VIOLATION OF 15 USC SEC 45, THE GREEN GUIDES OR OTHER APPLICABLE LAWS OR REGULATIONS.