

FEMB CERTIFICATION SERVICES SERVICE TERMS

These Service Terms shall govern the Services performed by the UL Contracting Party (as identified in the Quotation or Project Confirmation) through its UL Environment division (“ULE”) to the standard set out by Fédération Européenne de Mobilier du Bureau (“FEMB”) for FEMB level certification and set out the responsibilities and obligations of the Client. 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 FEMB Services. The capitalized terms in these Service Terms shall have the same meaning as in the GSA.

A. Certification Services

1. **Scope of the Services.** These Service Terms govern Client’s relationship with UL Contracting Party as: (a) an “Applicant,” who submits devices, equipment, materials, or systems (“Product(s)”) for a “Product Investigation” designed to assess: (1) the Product’s conformity to applicable ULE and FEMB Requirements, including, without limitation, the then-current applicable FEMB standard on and FEMB level certification scheme requirements, which can be found at <http://femb.org>, and applicable ULE Report (“Report”) (collectively, “ULE Requirements”), and (2) the eligibility of such Product(s) for Certification, Verification, Follow Up Service, and/or other Service (“FEMB Services”); (b) a “Manufacturer,” who manufactures or assembles Product(s) covered by FEMB Services; and/or (c) a “Listee,” whose name is listed in UL Contracting Party’s published records in connection with Product(s) covered by FEMB Service. Before UL Contracting Party through ULE establishes FEMB Services for any Product in the scope of the FEMB level scheme, the Applicant must provide UL Contracting Party with the intended Listee’s company name and address (if different from that of the Applicant), the name of the Product Manufacturer(s), and the address of the factory where the Product is to be manufactured or assembled. Listee authorizes UL Contracting Party and ULE to publish its name and other information regarding the Product in their published records including its online database.
2. **“Subscriber”** shall refer to a Client acting as an Applicant, Manufacturer, or Listee, unless otherwise indicated. No FEMB Service will be established or maintained unless all necessary and appropriate Applicants, Manufacturers, and Listees have entered into, and comply with the terms of, all applicable agreements with UL Contracting Party.
3. **Product Investigation.** A “Product Investigation” consists of the following: (a) UL Contracting Party causing ULE to perform an evaluation of a Product, in accordance with ULE Requirements; and (b) UL Contracting Party having ULE audit the documentation, records and processes at Client’s facilities, in accordance with ULE Requirements; and (c) UL Contracting Party having representatives perform on-site inspections in accordance the FEMB level scheme requirements. The purpose of such examination is to determine whether the Product samples conform to ULE Requirements and whether the Product might be eligible for FEMB Certification Services. If UL Contracting Party determines, in its sole discretion, that submitted Products are eligible for FEMB Certification, UL Contracting Party will cause ULE to permit Client to use the applicable Marks according to the terms of the Service Agreement. The FEMB Certification term is three (3) years with once surveillance assessment. If Client desires to maintain FEMB certification after expiration of initial term, Client shall cooperate with all surveillance and renewal activities and remain in compliance with all FEMB Requirements.
4. **Compliance with ULE Requirements.** Client expressly agrees that if, following a Product Investigation, UL Contracting Party, in its sole discretion, determines that a submitted Product is eligible for FEMB Certification Services, Client will at all times thereafter comply with the applicable ULE Requirements including, but not limited to: (a) the description, specifications, and requirements contained in the ULE Report; and (b) and the FEMB Standard(s) used by UL Contracting Party and ULE, applicable to the covered Product. Client agrees to use the Marks

solely according to the terms of the GSA. If Client shares any certification documentation with third parties, it shall be done in accordance to Section 14 of the GSA in which all UL Documentation shall be reproduced in their entirety. The Client shall not use its certification in such a manner as to bring the UL Contracting Party into disrepute and shall not make any statement regarding its certification that the UL Contracting Party may consider misleading or unauthorized. Client agrees that the Manufacturer(s) shall establish and maintain a quality control program of inspection and testing of manufactured Product(s) in order to ensure that Products bearing any ULE and/or FEMB Mark conform at all times to ULE Requirements.

5. **Product Information.** Subscriber acknowledges its willingness to support UL Contracting Party's environmental mission and that UL Contracting Party's affiliate, ULE, as the certifier of Subscriber's products, is entitled to receive information received, developed or collected by Subscriber regarding the field performance of ULE certified products. Accordingly, Subscriber will promptly notify UL Contracting Party in writing: (i) when Subscriber notifies a relevant governmental agency of potential field hazards; (ii) when Subscriber's product fails to meet any of the following: (a) the description, specifications, and Requirements contained in the Subscriber's ULE Report; (b) the published Standard(s), applicable from time to time to the covered product; and/or (c) the performance requirements applied as a condition of FEMB Services; and/or (iii) when the Subscriber has found or has received a report that Subscriber's product could create a substantial hazard to users. Subscriber agrees to make available to UL Contracting Party for inspection and copying all documents, test results, and other information related to i-iii above, keep a record of all complaints made known to the Subscriber relating to any product's compliance with ULE Requirements, and to make these records available to UL Contracting Party when requested. Subscriber agrees to take appropriate action to respond to such complaints, and any noncompliance with ULE Requirements and to keep a record of such actions. Subscriber agrees that UL Contracting Party and ULE may share such information with its affiliates and subcontractors worldwide.

6. **Revisions to, or Withdrawal of, ULE Requirements.** Client acknowledges and agrees that once a revision to the FEMB standard is in place, it shall follow the FEMB requirements for new standard versions upon surveillance and recertification. If the requirements are not met in the timeframe dictated by FEMB the Client must cease using the Marks on its Product(s) (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. If an applicable ULE Requirement is revised, UL Contracting Party may, in its sole discretion, permit Client to continue to use the Marks beyond the Termination Date if, and only if, all of the following conditions are met prior to such Termination Date: (a) Client submits all required documentation for revised Product sample to UL Contracting Party for examination by ULE; (b) UL Contracting Party acting through ULE finds the Product to conform to the revised ULE Requirement; and (c) UL Contracting Party and Client agree on the appropriate revisions to the Procedure. In such event, Client must pay any applicable fees as though it were submitting its Product to UL Contracting Party for the first time. If, on the other hand, Client's Product does not conform to any new or revised ULE Requirement, or if the ULE Requirement is withdrawn entirely, Client acknowledges and agrees that it will lose any coverage for its Product, and must cease using the Marks with respect to such Product, on the termination date.

- B. **ULE Conformity Integrity Service**
 1. **ULE Report.** Upon the determination that Client's Product(s) is/are eligible for FEMB Services, UL Contracting Party will prepare, lend, and may provide to the Manufacturer(s) the ULE Report for each Product. The ULE Report will contain provisions and conditions identifying and defining (a) the Product; (b) the applicable FEMB Services; (c) the conditions that apply for use of the Marks in connection with the Product; and (d) the facilities where ULE and/or FEMB Marks are to be applied.

2. **ULE Conformity Integrity Inspections.** Client acknowledges and agrees that UL Contracting Party representatives will make surveillance examinations of any Product(s) for which FEMB Services have been established (“Covered Product(s)”) at facilities where such Covered Product(s) are manufactured while certification is maintained in accordance to the FEMB level scheme. UL Contracting Party or its affiliate ULE may, from time to time, review samples at such facilities, for examination to determine whether the specific samples so examined conform to applicable ULE Requirements. UL Contracting Party will spend the required time as determined in the FEMB level Scheme on-site for all credits being sought by the client.
3. **Access to Facilities.** Client acknowledges and agrees that UL Contracting Party’s representatives, as well as any third-party observers accompanying the representatives, shall have free, unannounced, immediate, safe, and secure access to facilities, factories and/or storage facilities where the covered Product(s), or any components thereof, are fabricated, processed, finished, stored, and/or located, during normal business hours and/or when the factory or storage facilities are actually in operation. Client shall make necessary arrangements for UL Contracting Party and third-party observers to conduct the Services, including provisions for examining documentation, records and complaints, and access to the relevant equipment, location(s), area(s), personnel and Client’s subcontractors. Client agrees to provide UL Contracting Party’s representatives and third-party observers with all safety and other protections required by law for Client’s own employees, including, without limitation, all U.S. Occupational Safety and Health Administration (“OSHA”) rules and regulations. Client shall not attempt to condition the right of UL Contracting Party’s representatives or third-party observers to obtain free access to a factory and/or storage facility upon the signing of any agreement, waiver, or release which in any way purports to affect the legal rights or obligations of ULE or its representative. If any UL Contracting Party representative signs such an agreement, waiver, or release, it shall be considered void and shall be of no force and effect. UL Contracting Party shall, however, direct its representatives to exercise reasonable care to comply with any plant safety regulations generally applicable to personnel at any such factory or storage facility.
4. **Access to Marks.** Consistent with Paragraph 3, above, Manufacturer(s) shall make all Marks, and the means of applying such Marks, available for inspection by UL Contracting Party’s representatives at all reasonable times. If UL Contracting Party’s examination(s) disclose features that, in the sole opinion of UL Contracting Party’s representative, do not conform to ULE Requirements, the Manufacturer(s) must correct such items within a time period designated by UL Contracting Party, remove the Marks from all Products that the UL Contracting Party representative identifies as non-conforming, or cease selling any such non-conforming Product(s) pending the outcome of any appeal to UL Contracting Party, as provided hereinafter. If any Manufacturer disagrees with UL Contracting Party’s representative regarding whether a Product is eligible to bear the Marks, the Manufacturer(s) may hold the Product at the factory or storage facility pending an appeal to, and a decision by, UL Contracting Party.
5. **Limitation of UL Contracting Party’s Liability for ULE Conformity Integrity Services.** Client expressly acknowledges and agrees that ULE Conformity Integrity Services -- including, without limitation, inspection of facilities where covered Product(s) is/are manufactured or assembled and examination of sample manufactured Product(s) -- does not in any way relieve Client of any responsibility for the design, manufacture, testing, marketing, and sale of its Product(s). Rather, Client acknowledges and agrees that ULE Conformity Integrity Service is designed solely to serve as a check on the means that the Manufacturer(s) is/are using to determine the continued conformity of the Product(s) to ULE Requirements. Client further acknowledges and agrees that ULE Conformity Integrity Service is designed to supplement, and not to supplant, Client’s own efforts to examine and to test its manufactured Product(s). Client agrees to maintain appropriate documentation and records to support their certification and on-going compliance with ULE Requirements. As such, Client expressly agrees that, among others, the provisions of Paragraphs 10 and 11 of the GSA shall apply to provision of ULE Conformity Integrity Services.

C. Fees and Expenses

1. **Product Investigation Fees.** UL Contracting Party will establish a fee for each Product Investigation (including engineering, technical, and support personnel charges) and provide this fee in a Quotation or Project Confirmation to Client. Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party will bill Applicant for all Product Investigation fees. The fee shall cover one examination as UL Contracting Party determines are appropriate for the Product (not including evaluation of additional samples, review of additional criteria points, or reimbursable expenses), as well as the preparation of a report. UL Contracting Party shall not exceed the agreed fee without written authorization from Applicant.
2. **ULE Conformity Integrity Services Fees.** Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party will bill the Applicant for Follow-up Services at UL Contracting Party's then-current rates, which UL Contracting Party may, in its sole discretion, and upon notice to the Applicant, change from time to time. Conformity Integrity Services charges may vary, depending upon the nature and extent of the necessary inspection, examination, and testing that UL Contracting Party may undertake, including any costs resulting from the failure of a Product to conform to ULE Requirements or from insufficient Manufacturer quality control procedures.
3. **Field Report Investigation Fees.** Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party will bill Applicant at UL Contracting Party's then-current rates for any and all investigations and/or corrective actions necessitated by any unauthorized use of the FEMB Mark and/or by any failure of a covered Product to conform to (a) the description, specifications, and ULE Requirements contained in the Procedure; and (b) the published Standard(s), if any, applicable to the covered product.
4. **Expenses.** Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party will bill Applicant for all reimbursable expenses associated with a Product Investigation and/or any Follow Up Service, which may include, without limitation: travel expenses; carrier, communications, and special equipment charges; materials, energy, and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions, and printing; and charges for preparation of extra copies of reports and other documents.

D. Marks

1. **Ownership.** The European Office Furniture Federation (FEMB) is the owner of the FEMB level Certification Mark. Client acknowledges and agrees that UL Contracting Party or another UL Company has rights to several Marks including, without limitation, "UL Environment," and "ULE". Client expressly agrees that it shall not use either UL Contracting Party's or any other UL Company's name, or any abbreviation, symbol, or Mark thereof, on, or in connection with, Client's Products, containers, or packaging, unless and until expressly authorized by the Procedure, and then only in the form or manner specified in the ULE Report (e.g., Client may not refer to a Product submitted for FEMB Services as "ULE pending"). Client further agrees that UL Contracting Party and ULE is obligated to, notify FEMB of any improper or unauthorized use of the Marks, or reference to FEMB, by Client.
2. **Form of Marks.** Unless UL Contracting Party expressly agrees in writing otherwise, any Marks shall be in the form of separable, legible labels not readily transferable from one Product to another. All Marks shall follow the FEMB Brand Manual in which FEMB may update from time to time.
3. **Client's Use of Marks.** Client expressly agrees and warrants, that Client is solely responsible for its use of any UL and FEMB Marks and that Client will, through proper inspection, examination, and/or otherwise, periodically confirm that any of its Products that bear a Mark have been, and are being, manufactured in conformity with ULE Requirements. Client further agrees that its use

of the Mark constitutes Client's declaration and representation that Products bearing the Mark are covered by FEMB Services and were manufactured in conformity with all applicable ULE Requirements. Client further agrees that its use of such a Mark constitutes Client's declaration and representation that field-installed Products bearing the Mark are covered by a ULE Service and have been installed, and will be maintained, in conformity with all applicable ULE Requirements.

4. **Misuse of Name or Mark.** Client acknowledges and agrees that the manufacture, sale, delivery, shipment, distribution, or promotion of any Product utilizing a UL or FEMB Mark, or a description referring to UL Contracting Party, ULE or FEMB, could mislead third parties if such Product is not, in fact, covered by FEMB Services and/or does not comply with ULE Requirements (including, without limitation, the applicable Standards or Procedure), and/or if the UL or FEMB Marks are used in any way other than as provided in the GSA and in the applicable Procedure. Client acknowledges and agrees that any such use of the ULE and/or FEMB name(s) or Mark(s) would constitute a "misuse" under the terms of the GSA. Client expressly agrees that any misuse of the ULE and/or FEMB name(s) or Mark(s) will subject Client both to liability for breach of contract and to the remedies for such breach set forth in the GSA and in Paragraphs E.1 - E.4, below.
5. **Use of Name and Marks in Advertising and Promotional Materials.** Subject to the terms of the Service Agreement, UL Contracting Party will cause ULE to permit Client to make appropriate references to UL Environment and FEMB in the form or text (wording) as authorized by UL Contracting Party and specified in the ULE Report in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with covered Products that bear the ULE or FEMB Mark; 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 a UL Company, including without limitation, ULE and FEMB is not intended to and does not create a misleading impression as to the nature of the findings, coverages, and/or the FEMB Environmental Services; and (c) the promotional or advertising material does not in any manner state or imply that either UL Contracting Party or another UL Company such as ULE is in any way (i) "endorsing" or "certifying" the Product; or (ii) "warranting" or "guaranteeing" any aspect of the Product, its performance, and/or its "safety." Except for the Mark that is prescribed for use in a specific ULE Report, no other Marks may be used in any advertising or promotional material related to a Covered Product. In those instances where a Mark is used, any text that is required by the ULE Report, shall be set forth in full in any such advertising or promotional materials. If changes are made to promotional media regarding certification, the Client shall immediately notify the UL Contracting Party of the changes. Upon termination of certification services all advertising and promotional materials shall be removed.
6. **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. IN ADDITION TO THE OBLIGATIONS IN SECTION 11 (THIRD PARTY CLAIMS) OF THE GSA, 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 INVOLVING CLIENT'S PRODUCTS, SERVICES OR CLIENT'S USE OF THE MARKS, INCLUDING ANY VIOLATION(S) OF 15 USC SEC 45, THE GREEN GUIDES OR OTHER APPLICABLE LAWS OR REGULATIONS

E. Termination.

1. **Immediate Termination Events.** In the event that Client defaults on any of its obligations under any agreement with either UL Contracting Party, ULE or FEMB, including, but not limited to, any misuse of any ULE or FEMB Mark, as defined in Paragraph D.4., above, UL Contracting Party may, in its sole discretion, immediately terminate or suspend, any of Client's Products related to such default, and any and all rights or authorities conferred upon Client by virtue of the Parties' agreements, including any right to use any Marks on any Product(s), without prejudice to any other rights or remedies that either UL Contracting Party or ULE might have.
2. **Additional Termination Events.** Upon the occurrence of any of the following events or conditions, and upon thirty (30) days' written notice to Client (the "Termination Notice"), UL Contracting Party may terminate, in whole or in part, as to any or all Covered Product(s), any rights or authority conferred upon Client by the Service Agreement: (a) Client's failure to use the Mark on covered Product(s) for a period of two (2) consecutive calendar years; (b) Client's filing of any voluntary or involuntary petition in bankruptcy; (c) the appointment of a receiver for Client's business; and/or (d) the voluntary or involuntary liquidation of Client's business. In such termination notice, UL Contracting Party will provide Client with a date by which Client must cease using any and all Marks covered by the notice (the "Termination Date").
3. **Termination Upon Non-Eligibility.** If, at any time and for any reason, any of Client's Product(s) become ineligible for FEMB Services, UL Contracting Party shall immediately discontinue service on such ineligible Product(s) and shall terminate Client's rights and authorities under the Service Agreement with respect to such Product(s), pursuant to a termination notice.
4. **Actions Upon Termination.** Upon any termination of the Service Agreement, UL Contracting Party may, among other things, (a) discontinue any FEMB Services on any of Client's Product(s), and/or (b) take physical possession of any unused Marks, which, in UL Contracting Party's judgment, were issued for use in connection with any Product(s) related to the termination. Client expressly agrees that, on or before the Termination Date, as defined in Paragraph E.2., above, it will cease using any Marks on, or in connection with, any covered Product(s) addressed in the termination notice, including any use of any Marks, or any reference to either UL Contracting Party, ULE, or FEMB, in the marketing, promotion, and/or advertising of such Product(s).