

## GREENGUARD Certification Program Service Terms

These GREENGUARD Certification Program Service Terms control the terms by which Client, sometimes referred to as Subscriber, can receive GREENGUARD certification of its products performed by UL Contracting Party for the Client. The Parties' Global Services Agreement is incorporated by reference into these GREENGUARD Certification Service Terms. UL has established environmental standards for indoor products and building materials ("Certification Standards"), and a certification program for certifying those products and materials (the "Certification Program") that comply with the GREENGUARD Certification Standards ("Certification Standards"). Client seeks to have certain products that it manufactures and/or distributes evaluated for compliance with the Certification Standards. Upon satisfactory completion of Product Investigation Services and appropriate documentation, Client may obtain authorization from UL Contracting Party to use UL's GREENGUARD names, trademarks, certification marks, and service marks (each, a "GREENGUARD Mark") on Client's products and materials that satisfy the Certification Standards ("Certified Products"). This authorization is contingent on Client's continued compliance with Ongoing Certification Testing and reporting obligations, among others.

- 1. Certification Notification.** Promptly upon notification to Client that a Sample and its related Product(s) has been approved as a Certified Product(s), Client shall pay to UL Contracting Party the Initial Certification Program Fees for that Certified Product.
- 2. Assignment of Certification Date.** UL Contracting Party will notify Client in writing of the Certification Date (the date of written notice from UL Contracting Party to Client that the applicable Product(s) complies(y) with the Certification Standards), and the schedule with UL Contracting Party dates for Ongoing Certification Testing (as hereinafter defined), for each Certified Product, by providing to Client a completed Notification of Certification Date form. UL Contracting Party will assign the dates for Ongoing Certification Testing pursuant to UL Contracting Party's then-current Ongoing Certification Testing Procedures.
- 3. Authorization to Use GREENGUARD Mark.** Subject to the terms and conditions of the Service Agreement, effective upon Client's receipt of notice of the Certification Date for a Certified Product within a Sample, Client is granted the limited non-exclusive, non-transferable authorization to use the GREENGUARD Mark solely on the Certified Products. Such Certified Products must (i) be manufactured by Client or a supplier under contract to Client after the Certification Date, (ii) comply with the Certification Standards when manufactured and delivered; and (iii) be sold within the Territory (as defined in Client's Quotation), or be shipped for intended distribution within the Territory. Advertising for such Certified Product(s) must be directed within the Territory. Client may use the GREENGUARD Mark on an Internet website (including a website accessible worldwide) in connection with advertisement for the Certified Products only if the website is operated and targeted within the Territory (i.e., the website uses only the primary language(s) spoken within the Territory and contact addresses provided are solely within the Territory). If the Client shares any certification documents with third parties in accordance with Section 14 of the GSA, all such certification documents must be reproduced in their entirety.

#### 4. Ownership and Use of the GREENGUARD Marks

- 4.1 Ownership of GREENGUARD Marks.** Client (i) acknowledges that, as between Client and UL Contracting, UL Contracting Party owns all rights, title and interests in the GREENGUARD Marks, (ii) agrees that it will do nothing inconsistent with that ownership and that nothing in this Service Agreement gives Client any right, title or interest in the GREENGUARD Marks other than the authorization to use the GREENGUARD Marks in accordance with this Service Agreement, (iii) acknowledges that all use of the GREENGUARD Marks by Client shall inure to the benefit of UL Contracting Party, and (iv) agrees (a) to assist UL Contracting Party in recording this Service Agreement with appropriate government authorities at UL Contracting Party's request, (b) not to challenge UL Contracting Party's title to the GREENGUARD Marks, or attack the validity of the GREENGUARD Marks, the Certification Program, the Certification Standards, or this Service Agreement while this Service Agreement is in effect and thereafter, and (c) not to seek registration anywhere in the world of the GREENGUARD Marks or domain names incorporating any of the GREENGUARD Marks or oppose any application of UL Contracting Party to register the GREENGUARD Marks anywhere in the world.
- 4.2 Modifications to the GREENGUARD Marks.** Client acknowledges and agrees that UL Contracting Party has the right to modify or replace the GREENGUARD Marks in the Territory from time to time during the Term. UL Contracting Party will provide Client an example of the new GREENGUARD Marks, and Client must, within thirty (30) days of receipt, begin using such GREENGUARD Marks on the Certified Products and related materials and phase out its use of the replaced GREENGUARD Marks (in preexisting materials) over a reasonable period of time, but no longer than twenty four (24) months.
- 4.3 Standards for Use of GREENGUARD Marks.** Client agrees: (i) to use the GREENGUARD Marks only in the form and manner and with appropriate legends as prescribed by UL Contracting Party, including in accordance with UL Contracting Party's GREENGUARD Certification Mark Guidelines; (ii) to cooperate with UL Contracting Party in facilitating its control of all uses of the GREENGUARD Marks; (iii) to permit, UL Contracting Party to inspect at Client's facilities uses of the GREENGUARD Marks; and, (iv) supply UL Contracting Party with physical and/or photographic specimens showing Client's use of the GREENGUARD Marks, prior to first use. Within ten (10) days of any reasonable UL Contracting Party request, Client must submit sample Certified Product(s), advertising and/or packaging materials for UL Contracting Party's review. If UL Contracting Party determines at its sole discretion, that Client is not using the GREENGUARD Marks or in accordance with the GREENGUARD Certification Mark Guidelines, or making potentially misleading statements as determined by the then current US Federal Trade Commission Green Guides, other regulations or UL Contracting Party instructions, UL Contracting Party will so notify Client and Client must correct its usage of the GREENGUARD Marks or other marketing materials as requested, and provide to UL Contracting Party revised samples that are acceptable to UL Contracting Party. If Client fails to do so, UL Contracting Party may terminate the authorization to use the GREENGUARD Marks immediately in accordance with Section 8 of the GSA, at our sole discretion.

**4.4 Infringement by Others.** Client agrees to notify UL Contracting Party of any unauthorized use of the GREENGUARD Marks by others promptly as it comes to Client's attention. UL Contracting Party shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the GREENGUARD Marks. Nothing in this Service Agreement, however, shall require UL Contracting Party to take any action concerning any unauthorized use of the GREENGUARD Marks.

**5. 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 IN VIOLATION OF 15 USC SEC 45, THE GREEN GUIDES OR OTHER APPLICABLE LAWS OR REGULATIONS.

**6. Certified Product Quality Standards and Maintenance**

**6.1 Certification Development Plan.** As between the parties, UL Contracting Party shall own all rights, title and interest in and to, and nothing herein shall grant Client any rights to use any of, the Certification Development Plan including the selection of materials for testing and establishment of test groups, processes, analyses, know-how, formulae, techniques and algorithms used by UL Contracting Party in the performance of the services under this Service Agreement.

**6.2 Quality Obligations of Client.** Client acknowledges and agrees that its use of the GREENGUARD Mark constitutes Client's declaration and representation that a Certified Product bearing the GREENGUARD Mark is covered by the Certification Program and was manufactured in conformity with all applicable requirements of the UL Contracting Party, including the Certification Standards. Client further covenants that: (i) all products sold as Certified Products will comply with the Certification Standards upon which the Certified Product(s) were approved in the most recent Initial or Annual Confirmation Testing; (ii) Client and/or the manufacturer of the Certified Products will maintain a quality control system that covers all Certified Products at all times while Client (or manufacturer) manufactures and distributes

products as Certified 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 Certified Products. Client agrees to notify UL Contracting Party of any complaints that Client receives that relate to a Certified 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.

- 6.3 Improper Use.** If at any time UL Contracting Party determines that Client has used the GREENGUARD Marks on, or in connection with, products or materials that are not Certified Product(s) or otherwise not in compliance with these Service Terms or Global Services Agreement, UL Contracting Party may notify Client in writing of the mislabeling or misuse of the GREENGUARD Marks. Client must correct the labeling or usage of the GREENGUARD Marks as requested by UL Contracting Party, and notify UL Contracting Party of the corrective actions it has taken. Client further agrees that any unauthorized use or other misuse of the GREENGUARD Marks or other UL names, trademarks, certification marks or service marks will subject Client both to liability for breach of contract and to the remedies for such breach set forth in the Global Services Agreement and in these Service Terms.
- 6.4 Right to Communicate Certification Status.** UL Contracting Party shall have the right, but not the obligation, at all times, whether 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 in the UL's Product Sustainable Database. UL Contracting Party shall have no liability to Client whatsoever for any harm caused Client by UL Contracting Party's communication thereof.
- 6.5 Corrective Action.** Client agrees to take corrective actions, as instructed by UL Contracting Party and in UL Contracting Party's sole discretion, including but not limited to re-labeling and public notification of mislabeled product(s) to remedy any misuse of the GREENGUARD Marks or failure of Certified Product(s) to comply with the Certification Standards. All corrective actions shall be at Client's sole expense.

## **7. Client's On-Going Certification Testing and Reporting Obligations**

- 7.1 On-Going Compliance with Procedures.** Client agrees to comply with UL Contracting Party's then-current Ongoing Certification Testing Procedures, including compliance surveillance testing. Client understands that they will be issued an additional Quotation for such Services. Client acknowledges that successful completion of Ongoing Certification Testing is solely Client's responsibility, and that UL Contracting Party shall not be responsible for any failure of Client to complete testing prior to the applicable deadline for any reason, including but not limited to Client's unwillingness or inability to deliver Products to the UL Contracting Party in sufficient time to permit completion of such Testing. All samples and other information submitted by Client in connection with Ongoing Certification Testing shall be provided by Client at Client's expense. Products are retained onsite for no longer than thirty (30) days for any additional testing, after the thirty (30) day holding period

the clients product is subject to disposal if post-testing information is not provided. The Client is to make arrangements when the UL Contracting Party performs an onsite audit, if needed, and allows the presence of third-party observers that will not influence or interfere with the evaluation.

**7.2 Product Changes/Additional Testing.** Client will provide written notice to UL Contracting Party of any changes in the manufacturing processes or changes in the materials and/or chemicals used by Client in the manufacturing or construction of such Product provided by Client since the most recent including compliance surveillance testing for the applicable Product, except for insignificant changes that Client does not believe would affect the results of the Testing. On an annual basis, Client will provide written confirmation by submission of the Product Change Form to UL Contracting Party of any changes made or affirm that no such changes have been made or have occurred. Client will also provide a completed Product Amendment Form to accompany desired changes in scope of products included within the Sample.

**7.3 Annual Confirmation and Re-certification of Compliant Products.** Client shall pay to UL Contracting Party the applicable Annual Certification Fees by the designated annual recertification date. The Certified Product shall be deemed re-certified upon (i) receipt of all fees due the UL Contracting Party, and (ii) Client's meeting the requirements set forth in this Service Agreement, both as determined by UL Contracting Party in its sole discretion.

**7.4 Non-Compliance.** If, by any Ongoing Certification Testing deadline, (i) any or all Certified Products have not successfully completed Ongoing Certification Testing, (ii) UL Contracting Party has not received full payment of all fees owed by Client, or (iii) any Certified Product has failed such Testing, all affected Certified Products within the affected Sample shall become provisionally non-compliant pursuant to the Non Compliance Procedures.

## 8. Termination

**8.1 Termination by Client without Cause.** Client may at any time, upon sixty (60) days' notice to UL Contracting Party, terminate this Service Agreement and/or the authorization granted under this Service Agreement with respect to certain Certified Products. UL Contracting Party shall be under no obligation to refund any fees paid by Client. If Client discontinues any Certified Products, Client shall notify UL Contracting Party and the authorization shall terminate with respect to those Discontinued Products (as defined in Section 8.3).

**8.2 Termination for Breach.** In addition to the other termination provisions provided for in this Service Agreement, either party may terminate this Service Agreement if the other party (i) breaches any material term or condition of this Service Agreement (except as otherwise provided in Sections 4, 6 and 7); (ii) becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or the like, under the law of the United States, for the benefit of creditors; or (iii) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or the like, under the law of the United States, for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

### 8.3 Termination by UL Contracting Party for Breach

8.3.1 Termination of authorization with respect to certain Certified Products. UL Contracting Party may terminate the authorization to use the GREENGUARD Marks with respect to certain Certified Products without further right to cure if Client:

- i. Fails to pay any fees due in connection with the Certified Products within thirty (30) days of the due date of such fees;
- ii. Becomes de-certified in some, but not all, Certified Products pursuant to UL Contracting Party's then-current procedures.

8.3.2 Termination of the Service Agreement. UL Contracting Party may terminate this Service Agreement if Client:

- i. Fails to pay any Fees due in connection with all Certified Products then-certified within thirty (30) days of the due date of such Fees;
- ii. Becomes de-certified in all Certified Products pursuant to UL Contracting Party's then-current procedures;
- iii. Fails to take corrective action as required by UL Contracting Party pursuant to Section 6.5.

9. **Access to Facilities.** Subscriber acknowledges and agrees that representatives of UL Contracting Party, as well as any third-party observers accompanying the representatives, shall have free, unannounced, immediate, safe, and secure access to factories or storage facilities where the Covered Product, or any components thereof, are fabricated, processed, finished, stored, or located, during normal business hours or when the factory or storage facilities are actually in operation. Subscriber agrees to provide UL Contracting Party's representatives and third-party observers with all applicable safety, and other, protections required by law for Subscriber's own employees, including, without limitation, all U.S. Occupational Safety and Health Administration ("OSHA") rules and regulations or any non-U.S. equivalents. Subscriber will **not** attempt to condition the right of UL Contracting Party's representatives, or the third-party observers accompanying the representatives, to obtain free access to a factory 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 UL Contracting Party or its representative. If any representative of UL Contracting Party signs such an agreement, waiver, or release, it shall be considered void and will be of no force and effect. UL Contracting Party will, 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.

## 10. EFFECT OF TERMINATION OR EXPIRATION

10.1 **Termination or Expiration of authorization with respect to certain Certified Products.** Upon termination or expiration of the authorization with respect to certain Certified Products, formerly Certified Products that are de-certified pursuant to Section 8.3.1 shall be deemed "**De-Certified Products**" and all De-Certified Products that were manufactured after the De-certification Date shall be deemed "**Non-Compliant Product(s)**". Client agrees:

- i To cease marking Non-Compliant Products with the GREENGUARD Marks immediately and to remove the GREENGUARD Marks from any

Non-Compliant 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 Non-Compliant 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's products.

**10.2 Termination or Expiration of this Service Agreement.** Upon termination or expiration of this Service Agreement, Client agrees, in addition to that set forth in Section 9.1 above:

- i To destroy all printed materials, including marketing and promotional materials, advertising and packaging, bearing the GREENGUARD Marks, and use commercially reasonably 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 Service Agreement from all government records; and
- iii That, as between Client and UL Contracting Party, all rights in the GREENGUARD Marks and the goodwill associated therewith shall remain the property of UL Contracting Party.