

BIFMA level® CERTIFICATION SERVICES SERVICE TERMS

These Service Terms shall govern BIFMA level® Certification Services performed by UL Verification Services Inc. ("UL Contracting Party") 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 BIFMA level® Certification. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

1.0 CERTIFICATION SERVICES

1.1 UL Contracting Party will perform the auditing, verification, surveillance, testing, inspection, and reporting services ("Certification Services") requested by the Client on Client's product and/or product category desired ("Product[s]") in accordance with the specifications in BIFMA's then-current level® certification program requirements which can be found at <http://levelcertified.org/thirdparty/>. Client acknowledges and agrees that any Certification Services performed by UL Contracting Party on a Product will be valid only for the specified model of that Product. Client will make all necessary arrangements for UL Contracting Party to conduct the Certification Services, including provisions for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and Client's subcontractors.

1.2 If it is determined that Client's Product(s) comply with current BIFMA level® certification program requirements ("Certification Standards"), Client may request further Certification Services and seek BIFMA Certification of such Products. All forms, standards and procedural documents referenced in these Service Terms are available to you at the BIFMA website <http://levelcertified.org/thirdparty/>. Such documents may be amended from time to time at the sole discretion of BIFMA, which changes shall become part of the requirement under this Service Agreement thirty (30) days after notice to you via e-mail or pursuant to the notice procedures set forth in your GSA.

1.3 Upon satisfactory completion of additional Certification Services and appropriate documentation, Client will be granted a license to use the BIFMA level® mark on its product(s) and materials that satisfy the BIFMA level® certification program requirements. Such product(s) and materials will be considered Certified Products. The licenses granted for Certified Products are contingent on Client's continued compliance with Ongoing Certification Compliance Auditing as defined in section 2.3 of these Service Terms and reporting obligations, among others.

1.4 Data. Client consents to the internal use by UL Contracting Party and its affiliates of the information, data, or findings obtained in the performance of the Certification Services or other services conducted on Client's samples, products and information ("Data") for research and to improve and provide its services to others. UL Contracting Party and its affiliates may publish the Data aggregated within a product category once they have obtained testing results for at least three (3) manufacturers in Client's industry but may not do so in a manner that identifies such Data with Client.

2.0 CERTIFICATION

2.1 Certification Term. Unless earlier terminated in accordance with these Service Terms, the term of this Service Agreement shall begin on the Certification Date as defined in 2.2 below and expire three (3) years from the Certification Date (“Initial Term”). If Client desires to maintain certification after expiration of the Initial Term, you must give UL Contracting Party written notice at least one hundred and fifty (150) calendar days before the Initial Term expires. The parties agree to negotiate in good faith to enter into a new Service Agreement using the then current level Service Terms which may have changed during the Certification Term. 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 you herein shall expire.

2.2 Assignment of Certification 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 the BIFMA Certification Standards (“Certification Date”) and the schedule of dates for Ongoing Certification Compliance Auditing (as defined in section 2.3 of these Service Terms), for each Certified Product, by providing to Client a completed Notification of Certification Date form which is available through the BIFMA website at <http://levelcertified.org/thirdparty/>. 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.

2.3 Ongoing Certification Compliance Auditing. In accord with the BIFMA level® program requirements UL Contracting Party will conduct yearly surveillance audits that will cover the following:

- Proper use of the level TM certification mark;
- Conformance to all prerequisites in the standard;
- Conformance to an appropriate representative sample of the optional credits in the standard;
- Possible changes to the Applicant or Client organization's operations and Certified Product that may impact a Product's conformance with the Certification Standard;
- If in UL Contracting Party's sole opinion, it is determined that significant changes have occurred, an onsite audit may be required and additional Certification Services required at Client's expense. Onsite audits will be conducted by representatives of UL Contracting Party, and may be in the presence of third-party observers that will not influence or interfere with the conduct of the audit.

2.4 Misuse of Certification Status. Client will not use its product certification status in such a manner as to bring UL Contracting Party into disrepute. Client will not make any statement regarding its product certification status that UL Contracting Party may consider misleading or unauthorized.

3.0 OWNERSHIP AND USE OF ULE INTELLECTUAL PROPERTY AND LEVEL® MARK

3.1 USE OF THE BIFMA level® MARK. Subject to the terms and conditions of this Service Agreement and the BIFMA level® Program Requirements, and effective upon Client completing the BIFMA International level® Certification Program level® Mark Authorization form to be provided to you upon the successful completion of your Certification; Client will be

permitted to display the level® Certification Mark according to the terms and conditions of BIFMA's level® program.

3.2 Payment of BIFMA Fees for Non-BIFMA members. UL Contracting Party is required by BIFMA to collect fees in the amount of \$5,000.00 from non-BIFMA members that want to participate in the BIFMA level® program. Neither UL Contracting Party nor its affiliates sets this fee and this fee may be changed from time to time by BIFMA. UL Contracting Party will make its best efforts to keep Client informed as to any changes to the BIFMA set fee structure for non-BIFMA member that participate in the level® program.

3.3 Ownership of Licensed Marks. BIFMA is the owner of the level® Certification Mark. UL Contracting Party represents and warrants that it has sufficient rights in the Licensed Marks to grant Client the license granted in Section 3.0 in those jurisdictions within the Territory in which the Licensed Marks are registered. Client (i) acknowledges that, as between Client and UL Contracting Party, UL Contracting Party either owns all rights, title and interests in the Licensed Marks or has the authority to license such 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 Licensed Marks other than the right to use the Licensed Marks in accordance with this Service Agreement, (iii) acknowledges that all use of the Licensed 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 rights to the Licensed Marks, or attack the validity of the Licensed 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 Licensed Marks or domain names incorporating any of the Licensed Marks or oppose any application to register the Licensed Marks anywhere in the world.

3.4 Standards for Use of Licensed Marks. Client agrees: (i) to use the Licensed Marks only in the form and manner and with appropriate legends as prescribed by UL Contracting Party, (ii) to cooperate with UL Contracting Party in facilitating its control of all uses of the Licensed Marks; (iii) to permit, from time to time at UL Contracting Party's request, UL Contracting Party to inspect at Client's facilities uses of the Licensed Marks, accompanied by third-party observers; and, (iv) if and as requested by UL Contracting Party, to supply UL Contracting Party with physical and/or photographic specimens showing Client's use of the Licensed Marks. Within ninety (90) days of the Certification Date of a Certified Product, or 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, in its sole discretion, that Client is not using the Licensed Marks in accordance with the then current Certification Mark Usage Guidelines as defined on the BIFMA website <http://levelcertified.org/thirdparty/> or other instructions, UL Contracting Party will so notify Client and Client must correct its usage of the Licensed Marks as requested, and provide to UL Contracting Party revised samples that are acceptable to UL Contracting Party, within thirty (30) days of receipt of notice. If Client fails to do so, UL Contracting Party may terminate the License granted pursuant to the terms of Section 6.1 of this Service Agreement, at UL Contracting Party's sole discretion.

4.0 CERTIFIED PRODUCT QUALITY STANDARDS AND MAINTENANCE

4.1 Quality Obligations of Client. Client 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 Evaluation; (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 immediately 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. 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 3.4, 4.2, 4.3 and 4.4, 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.

4.2 Improper Use. If at any time UL Contracting Party determines that Client has used the Licensed Marks on, or in connection with, products or materials that are not Certified 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.

4.3 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.

4.4 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.

4.5 Corrective Action. Client agrees to take reasonable corrective actions, as instructed by UL Contracting Party and in UL Contracting Party's sole discretion, including but not limited to re-labeling, public notification and recall of mislabeled product(s), to remedy any misuse of the Licensed Marks or failure of Certified Product(s) to comply with the Certification Standards. All corrective actions shall be at Client's sole expense.

5.0 PROMOTIONAL USE OF MARKS OR CERTIFICATION

5.1 Public Statements. Client agrees that UL Contracting Party may use Client's name and logo and display the Certified Products in publications such as UL Environment's Sustainable Products Database Guide 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 Certified Products, if available, 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 this Service Agreement or any provision thereof to any third party, except as may be required by applicable law.

5.2 Advertising and Promotional Material. In addition to the GSA and these Service Terms, it is the responsibility of the Client to comply with the current requirements of the BIFMA level Scheme (<http://levelcertified.org/thirdparty/>) when making reference to its certified product(s) in any promotional media such as documents, brochures or advertising material. If changes are made to promotional media regarding certification, the Client is to immediately notify the UL Contracting Party of the changes.

6.0 EFFECT OF TERMINATION OR EXPIRATION

6.1 Termination or Expiration of License with respect to certain Certified Products. Upon termination or expiration of the License with respect to certain Certified Products, formerly Certified Products that are de-certified pursuant to the Certification Program 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 Licensed Marks immediately and to remove the Licensed 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 products.

6.2 Termination or Expiration of Agreement. Upon termination or expiration of this Service Agreement, Client agrees, in addition to that set forth in Section 6.1 above:

- (i) To destroy all printed materials, including marketing and promotional materials, advertising and packaging, bearing the Licensed 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 Licensed Marks and the goodwill associated therewith shall remain the property of UL Contracting Party.

6.3. 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 OR SERVICES, INCLUDING IN VIOLATION OF 15 USC SEC 45, THE GREEN GUIDES OR OTHER APPLICABLE LAWS OR REGULATIONS.