

UL ECOLOGO/ EPEAT JOINT CERTIFICATION SERVICES SERVICE TERMS

These Service Terms shall govern the UL ECOLOGO/ EPEAT Joint Certification Services performed by the UL Contracting Party (as identified in the Quotation or Project Confirmation) through its UL Environment division (“ULE”), 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 Global Testing and Certification Service. The capitalized terms in these Service Terms shall have the same meaning as in the GSA.

A. Testing and 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 Requirements, including, without limitation the applicable UL 110 Standard for Sustainability for Mobile Phones (utilizing interpretations published in [EPEAT’s Verification Requirements](#) and [EPEAT Clarifications](#)), and any 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 (“Environmental Service”); (b) a “Manufacturer,” who manufactures or assembles Product(s) covered by Environmental Service; and/or (c) a “Listee,” whose name is listed in UL Contracting Party’s published records in connection with Product(s) covered by Environmental Service. Before UL Contracting Party through ULE establishes Environmental Service for any Product, 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/ies 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. Upon certification by ULE, Listee will also be eligible to list its Products on the Green Electronics Council’s (“GEC”) on-line registry of environmentally preferable products (“EPEAT”). Listee is responsible for entering into a separate agreement with GEC and paying all applicable registration fees to GEC.
2. **“Subscriber”** shall refer to a Client acting as an Applicant, Manufacturer, or Listee, unless otherwise indicated. No ULE 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 tests on samples of a Product, in accordance with ULE Requirements; and (b) UL Contracting Party causing ULE to evaluate the Product construction criteria by examination of samples of the Product, in accordance with ULE Requirements; (c) UL Contracting Party having ULE audit the documentation, records and processes at Client’s facilities, in accordance with ULE Requirements. The purpose of such testing and examination is to determine whether the Product samples conform to ULE Requirements and whether the Product might be eligible for Environmental Service. If no prescribed tests and/or no construction criteria exist for the Product, UL Contracting Party may, but is under no obligation whatsoever, to develop and establish such standards and criteria as are necessary to assess the Product. If UL Contracting Party chooses, in its discretion and in coordination with GEC, to formulate any such standards and/or criteria, it will do so in accordance with professional standards generally applicable to conformity assessment testing organizations. Client expressly agrees that UL Contracting Party’s and GEC’s liability for the formulation of any such standards and/or criteria will be strictly limited by the terms of the GSA, including, but not limited to, Paragraphs 10 and 11. If UL Contracting Party determines, in its sole discretion, that submitted Products are eligible for Environmental Service, UL Contracting Party will cause ULE to permit Client to use the applicable Marks according to the terms of the Service Agreement.

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 Environmental Service, 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 Standard(s) used by UL Contracting Party and ULE, if any, applicable to the covered Product. Client agrees to use the Marks solely according to the terms of the GSA.

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), if any, applicable from time to time to the covered product; and/or (c) the performance requirements applied as a condition of Environmental Service; 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.

ULE may share any information submitted for certification with GEC for the purpose of development, implementation and maintenance of the Program, including but not limited to, technical files collected and retained for each certification project

6. **Revisions to, or Withdrawal of, ULE Requirements.** Client acknowledges and agrees that if a revision to an applicable ULE Requirement is adopted, or if an applicable ULE Requirement is withdrawn, during the term of the Service Agreement, UL Contracting Party shall, in its sole discretion, determine the date by which 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 a revised Product sample to UL Contracting Party for testing and 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 testing and examination 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.

ULE Conformity Integrity Service

1. **ULE Report.** Upon the determination that Client's Product(s) is/are eligible for Environmental Service, 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 Environmental Service; (c) the conditions that

apply for use of the Marks in connection with the Product; and (d) the facilities where ULE Marks are to be applied.

2. **Initial Product Inspection.** Before UL Contracting Party authorizes Client to apply any Mark to any Product, UL Contracting Party reserves the right to conduct an Initial Production Inspection (“IPI”) through ULE to determine whether a sample or samples of the Product from the production line conform to ULE Requirements. The IPI is intended to evaluate whether each Manufacturer of a Product that is eligible for Environmental Service is, at the time of the IPI, producing the Product in accordance with the requirements of the Procedure, commencing with the very first production run. Client acknowledges and agrees that the Manufacturer(s) of the Product must demonstrate to UL Contracting Party’s satisfaction that the Manufacturer(s) is/are producing, and intend/s to produce, the Product in accordance with the Service Agreement, including, but not limited to, the applicable Procedure referenced in Paragraph B.1., above. Client further 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 Mark conform at all times to ULE Requirements.
3. **ULE Conformity Integrity Inspections.** Client acknowledges and agrees that UL Contracting Party representatives will make periodic examinations or tests of any Product(s) for which Environmental Service has been established (“Covered Product(s)”) at facilities where such Covered Product(s) are manufactured. UL Contracting Party or its affiliate ULE may, from time to time, select samples at such facilities, at any place of sale, or elsewhere, for examination and/or testing to determine whether the specific samples so examined and/or tested conform to applicable ULE Requirements.
4. **Access to Facilities.** Client 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 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 agrees to provide UL Contracting Party’s representatives and third party observers accompanying the representatives, 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 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.
5. **Access to ULE Marks.** Consistent with Paragraph 4, 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) and/or test(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.
6. **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 and/or testing 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 testing and measuring equipment at its facilities. Client will ensure that the testing and measuring equipment is properly calibrated and maintain appropriate records of calibration for the equipment. Client will make its calibration records and its testing and measuring equipment available to UL Contracting Party during a ULE Conformity Integrity inspection as appropriate for the applicable Products. 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. Client agrees to limit GEC's liability, indemnify and defend GEC in accordance with the terms of the GSA.

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 and one set of such tests as UL Contracting Party determines are appropriate for the Product (not including testing of additional samples, re-testing the Product or a modified sample of the Product, separate investigations of components of a Product, 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 ULE 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.
5. **GEC Registration Fees.** Client will be responsible directly to GEC for all EPEAT registration fees. EPEAT registration fees are addition to and separate from any fees paid to UL Contracting Party for the Environmental Services.

D. Marks

1. **Ownership.** Client acknowledges and agrees that UL Contracting Party or another UL Company has rights to several Marks including, without limitation, “UL Environment Inc.,” 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 Environmental Service as “ULE pending”). Client further agrees that UL Contracting Party and ULE may, but are not obligated to, notify any third party of any improper or unauthorized use of the Marks, or reference to ULE, 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.
3. **Client’s Use of Marks.** Client expressly agrees and warrants, that Client is solely responsible for its use of any Marks and that Client will, through proper inspection, examination, testing, 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 an Environmental Service 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 Mark, or a description referring to UL Contracting Party or ULE, could mislead third parties if such Product is not, in fact, covered by Environmental Service and/or does not comply with ULE Requirements (including, without limitation, the applicable Standards or Procedure), and/or if the 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 name or Mark would constitute a “misuse” under the terms of the GSA. Client expressly agrees that any misuse of the ULE name or Mark 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 Inc. or 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 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 is not intended to and does not create a misleading impression as to the nature of the findings, coverages, and/or the Environmental Service; 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.

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 or ULE, including, but not limited to, any misuse of any ULE 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) or rights granted by GEC to register the Product on EPEAT, 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 or the GEC EPEAT registration agreement between Client and GEC: (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 Environmental Service, 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) including Client's registration on EPEAT, 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 Environmental Service 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, registration on EPEAT, or any reference to either UL Contracting Party or ULE, in the marketing, promotion, and/or advertising of such Product(s).