

ECOLOGO Certification Program Service Terms

These ECOLOGO Certification Program Service Terms control the terms by which Client, (also referred to as “Subscriber” or “Applicant”), can receive ECOLOGO certification of its products and/or services (“products”) performed by UL Contracting Party for Client. The Parties’ Global Services Agreement (the “GSA”) is incorporated by reference into these ECOLOGO Certification Service Terms. Underwriters Laboratories Inc. has established environmental standards for certain products (“Certification Standards”), and a certification program for certifying those products (the “Certification Program”) that comply with the ECOLOGO certification standards available at:

<http://services.ul.com/service/ecologo-certification/>

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 (available at www.ul.com/contracts/Terms-After-12-31-2011, and which are incorporated herein by reference) and appropriate documentation, Client may obtain authorization from UL Contracting Party to use the ECOLOGO names, trademarks, certification marks, and service marks that are controlled or used by UL Contracting Party (each, an “ECOLOGO 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, surveillance, inspection and reporting obligations, among others.

1. **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 Surveillance Audits (as hereinafter defined in 7.2.5 below) for each Certified Client, by providing to Client a completed Notification of Certification Date form (the “Notification”).
2. **Authorization to Use ECOLOGO 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 ECOLOGO 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 and (ii) comply with the Certification Standards when manufactured and delivered.
3. **Certification of a Product:** When a Product meets the [Certification Criteria](#), UL Contracting Party shall issue a Certificate to the Client in respect of the Product. The Certificate shall remain the property of UL Contracting Party and shall be returned on demand.
4. **Ownership and Use of the ECOLOGO Marks.**
 - 4.1 **Ownership of ECOLOGO Marks.** Client acknowledges and agrees that: (i) that UL Contracting Party or another UL Company owns all rights, title and interests in the ECOLOGO Marks; (ii) (ii) Client will do nothing inconsistent with that ownership and that nothing in this Service Agreement gives Client any right,

title or interest in the ECOLOGO Marks other than the authorization to use the ECOLOGO Marks in accordance with this Service Agreement; (iii) all use of the ECOLOGO Marks by Client shall inure to the benefit of UL Contracting Party or another UL Company; and (iv) Client agrees: (a) to assist UL Contracting Party or another UL Company in recording this Service Agreement with appropriate government authorities at UL Contracting Party's or another UL Company's request; (b) not to challenge UL Contracting Party's or another UL Company's title to the ECOLOGO Marks, or attack the validity of the ECOLOGO 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 ECOLOGO Marks or domain names incorporating any of the ECOLOGO Marks or oppose any application of UL Contracting Party or another UL Company to register the ECOLOGO Marks anywhere in the world.

4.2 Modifications to the ECOLOGO Marks. Client acknowledges and agrees that UL Contracting Party or another UL Company has the right to modify or replace the ECOLOGO Marks from time to time. UL Contracting Party will provide Client an example of the new ECOLOGO Marks, and Client must, within thirty (30) days of receipt, begin using such ECOLOGO Marks on the Certified Products and related materials and phase out its use of the replaced ECOLOGO Marks (in preexisting materials) over a reasonable period of time, but no longer than twenty four (24) months.

4.3 Standards for Use of ECOLOGO Marks. Client agrees: (i) to use the ECOLOGO 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 [ECOLOGO Certification Mark Guidelines](#); (ii) to cooperate with UL Contracting Party in facilitating its control of all uses of the ECOLOGO Marks; (iii) to permit UL Contracting Party to inspect at Client's facilities uses of the ECOLOGO Marks; and (iv) supply UL Contracting Party with physical and/or photographic specimens showing Client's use of the ECOLOGO 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 ECOLOGO Marks or in accordance with the ECOLOGO 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 ECOLOGO Marks or other marketing materials 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 authorization to use the ECOLOGO Marks immediately in accordance with Sections 8 and 16 of the GSA or at its sole discretion.

4.4 Infringement by Others. Client agrees to notify UL Contracting Party of any unauthorized use of the ECOLOGO 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 ECOLOGO

Marks. Nothing in this Service Agreement, however, shall require UL Contracting Party to take any action concerning any unauthorized use of the ECOLOGO 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. 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.
6. **Certified Product Quality Standards and Maintenance.**
 - 6.1 **Quality Obligations of Client.** Client acknowledges and agrees that its use of the ECOLOGO Mark constitutes Client's declaration and representation that a Certified Product bearing the ECOLOGO Mark is covered by the Certification Program and was manufactured in conformity with all applicable ECOLOGO program requirements, 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 Confirmation Testing (defined as testing that is performed before Client's products becomes certified to the ECOLOGO standards and which may include, but not be limited to, site visits and product analysis) or Annual Confirmation Testing (defined as testing Client's products and facilities once a year to ensure Client's continued compliance with the ECOLOGO standard that applies to their Certified Products); (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.

- 6.2 Improper Use.** If at any time UL Contracting Party determines that Client has used the ECOLOGO 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 GSA, UL Contracting Party may notify Client in writing of the mislabeling or misuse of the ECOLOGO Marks. Client must correct the labeling or usage of the ECOLOGO 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. Client further agrees that any unauthorized use or other misuse of the ECOLOGO Marks, UL Contracting Party, or another UL Company's name, 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 GSA and in these Service Terms.
- 6.3 Right to Communicate Certification Status.** UL Contracting Party shall have the right, but not the obligation, at all times, 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 Sustainable Products Database](#). UL Contracting Party shall have no liability to Client whatsoever for any harm caused Client by UL Contracting Party's communication thereof.
- 6.4 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 ECOLOGO 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 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. Client will provide written confirmation of the product change(s) to UL Contracting Party and Client agrees that the product may undergo an audit and verification, at the UL Contracting Party's discretion, to ensure compliance to the current standard.
- 7.2 Compliance Audit and Inspections:** UL Contracting Party, their agent, or their representatives may at any time or times during the term of this Service Agreement, perform inspections of the Product, or Service at the Manufacturing Location(s) (see Section 7.2.2 for definition) upon no less than twenty-four (24) hours written notice and during normal business hours and rather than executing Client's standard confidentiality agreement, the confidentiality provisions of the GSA shall apply. Client shall provide UL Contracting Party, their agent, or their

representatives with access and assistance, without charge, to any relevant books and records to assist in determining compliance with this Service Agreement and the Certification Criteria. Client understands that they will be issued an additional Quotation for such Services.

7.2.1 **Compliance Audit** means a confidential audit of the Product and/or Manufacturing Location(s), which is conducted by a UL Contracting Party auditor or an agent of UL Contracting Party, for the purposes of reviewing the Location's quality control procedures and confirming compliance with Certification Criteria.

7.2.2 **Manufacturing Location** means any and all manufacturing location(s) where the Product is produced or the Service is conducted.

7.2.3 **Extent of Access and Other Rights:** The access and other rights of UL Contracting Party, their agent, and their representatives to Manufacturing Locations shall not be conditional upon the execution of any agreement, waiver, release or other instrument which in any way affects the rights or obligations of UL Contracting Party, their agent, and their representatives. Any such instrument executed in contravention of this provision shall be without force or effect.

7.2.4 **Recertification – Purpose, Objectives and Activities.** Should the applicable environmental certification standard upon which the ECOLOGO certification is based be revised or rewritten, UL Contracting Party will provide Client with at least 120 days' notice of such change to the standard. UL Contracting Party will also issue a Quotation to Client to initiate this recertification process to the new standard. The recertification process may also require that Client submit updated documents for each of the new criteria in the revised standard. If Client is unable to recertify to the new standard, unless otherwise specified, Client will no longer be able to participate in the ECOLOGO Certification Program.

7.2.5 **Ongoing Surveillance Audits.** In addition to the Annual Certification Audits, UL Contracting Party will re-audit Client's facilities every three or four years depending on whether Client is ISO 9001 certified. However, if Client has relocated to another location, changed its manufacturing processes, or made other changes with regard to how it operates or produces the Product, UL Contracting Party may, at its sole discretion and at Client's expense, re-audit Client before the three- or four-year period customarily required for a re-audit.

7.3 **Samples:** UL Contracting Party, their agent, and their representatives shall have the right to remove from the Manufacturing Location(s), without charge, reasonable quantities of samples of the Product, raw materials, components, manufacturing wastes, or any other materials associated with the Certified Product or Service. Client shall furnish without charge such reasonable quantities of samples of the Product or as may be required from time to time by UL Contracting Party, their agent, or their representatives, for examination and testing purposes. Such samples will be returned at Client's expense if requested

by Client. Neither UL Contracting Party, nor their agent shall be responsible for the condition of such samples.

7.4 Notification to UL Contracting Party: Client shall notify UL Contracting Party, in writing, within seven (7) days of Client's discovery of any non-compliance with the terms of this Service Agreement or the Certification Criteria.

7.5 Notification to UL Contracting Party: In cases where Client has knowledge that the results of examination of the Product or Service by UL Contracting Party or its agent proves to be materially invalid, Client shall immediately notify UL Contracting Party.

7.6 Notice of Changes: Client shall, within seven (7) days, notify UL Contracting Party of Client voluntarily entering into proceedings in bankruptcy or insolvency, making an assignment for the benefit of creditors, or if a petition shall be filed against Client under a bankruptcy law, a corporate reorganization law, or any other law for relief of debtors; of Client's ceasing to actively conduct business or entering into liquidation or dissolution proceedings; of any change in control of Client; of any change in or new Manufacturing Location; of any change in the name or address of Client.

7.7 Annual Confirmation and Re-certification of Compliant Products. Client shall pay to UL Contracting Party the applicable Annual Renewal Fees by the designated renewal date. The Certified Product shall continue to be 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.

7.8 Non-Compliance. If, by any annual renewal or recertification: (i) any or all Certified Products have not successfully completed Ongoing Surveillance or recertification requirements; (ii) UL Contracting Party has not received full payment of all fees owed by Client; or (iii) if any Certified Product or Facility has failed testing, surveillance, inspection or audits, all affected Certified Products and Facilities may be either: (i) listed as decertified; or (ii) removed from the Sustainable Product Database and considered decertified.

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 the 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 De-Certified Products (as defined in Section 9.1).

8.2 Termination by UL Contracting Party for Breach.

8.3.1 Termination of authorization with respect to the Certified Products. UL Contracting Party may terminate the authorization to use the

ECOLOGO Marks with respect to the 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 correct improper usage of the ECOLOGO Marks within the thirty (30) day cure period as set forth in Section 4.2;
- iv. Fails to correct use of the ECOLOGO Marks on non-Certified Products within the thirty (30) day cure period as set forth in Section 6.2;
- v. Fails to take corrective action as required by UL Contracting Party pursuant to Section 6.4.

9. EFFECT OF TERMINATION OR EXPIRATION.

9.1 Termination or Expiration of authorization with respect to the Certified Products. Upon termination or expiration of the authorization with respect to the 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)**". The "De-Certification Date" is defined as the date when Client's Certified Product is no longer ECOLOGO certified and it has been De-Certified. When a product is De-Certified, UL Contracting Party shall send Client a termination letter indicating the De-Certification Date of their product. The date of that termination letter is the "De-Certification Date")

As of the De-Certification Date, Client agrees:

- i To cease marking Non-Compliant Products with the ECOLOGO Marks immediately and to remove the ECOLOGO 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;
- 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.

9.2 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 ECOLOGO 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;
- 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;
 - iii That, as between Client and UL Contracting Party, or another UL Company, all rights in the ECOLOGO Marks and the goodwill associated therewith shall remain the property of UL Contracting Party, or another UL Company.