

ENVIRONMENTAL CLAIMS VALIDATION SERVICE TERMS

These Service Terms shall govern all Environmental Claims Validation Services (“ECV”) performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client, also sometimes referred to as Subscriber. These Service Terms and the terms of the Global Services Agreement (“GSA”) are incorporated by reference and are an integral part of each Service Agreement entered into by the Parties for Environmental Claims Validation Service. The capitalized terms in these Service Terms which are not defined herein have the same meaning as in the GSA.

1.0 SERVICES

1.1 Scope of Services. UL Contracting Party will perform the auditing, certification, surveillance, testing, inspection, and reporting services (“ECV Services”) as requested by the Applicant on a sample of a device, equipment, material, or system (“Product”) and/or Applicant’s practices, operations, or procedures (“Process”) in accordance with the Certification Standards (as defined below) which include but not limited to assessment of environmental marketing claims such as: recycled content, rapidly renewable materials, regional materials, volatile organic compound emissions and content, energy efficiency, water efficiency, hazardous/toxic substances, reclamation program, design for environment program, manufacturing energy use, and mold resistance. The ECV Services consist of an initial Product or Process evaluation for conformance to the applicable Certification Standard which will result in a UL Contracting Party issuing a UL Report. If the assess Product or Process is found compliant with the Certification Standard, Applicant will be eligible to receive further Certification Services as defined in Section 2.0. Subscriber acknowledges and agrees that any ECV Services performed by UL Contracting Party on a Product or Process will be valid only for the specified model of that Product or Process version. Subscriber shall make all necessary arrangements for UL Contracting Party to conduct the initial and ongoing ECV Services, including provisions for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and Subscriber’s subcontractors. The details for the specific projects shall be set out in individual Quotations or Project Confirmations.

1.2 Definition of Subscriber and Related Matters. The term Subscriber means a Client that enters into a Service Agreement with UL Contracting Party in one or more of the following capacities: (a) an “Applicant” (the party that applies to UL Contracting Party for ECV Service), (b) a “Manufacturer” (the manufacturer or assembler of the Product or Process which is being assessed at whose factory the ECV Service is established), or (c) a “Listee” the company whose name is published in the published records maintained by UL Contracting Party or another UL Company). Where a Client’s obligations do not solely pertain to its specific status as Applicant, Manufacturer or Listee, the Client is referred to as “Subscriber.” Where a Client’s obligation arises from its specific status as Applicant, Manufacturer or Listee, the Client is referred to as “Applicant,” “Manufacturer,” or “Listee,” as appropriate. Before UL Contracting Party establishes ECV Services for any Product or Process, 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 Manufacturer and the addresses of the locations where the Product is being manufactured, assembled, fabricated, processed, finished, where it is stored or labeled, or the location whose Process is being assessed (each, a “Manufacturing Location”). Listee authorizes UL Contracting Party to publish its name and other information regarding the Product or Processes in UL Contracting Party’s or another UL Company’s published records. No ECV Service will be established or maintained unless all necessary and appropriate Applicants,

Manufacturers, and Listees have accepted and comply with the terms of the Service Agreement for ECV Services. To the extent Applicant subcontracts all or a part of the manufacture or assembly of its Product(s) to a third party Manufacturer, Applicant shall cause such Manufacturer to comply with UL's requirements, including without limitation, the terms of any Service Agreement.

1.3 Certification Standard. UL Contracting Party will assess the Product(s) or Process(es) against current ECV Certification Scheme requirements for the applicable claim ("Certification Standards"). All Scheme documents are available upon request and standards are available on UL's Comm 2000 website <https://www.shopulstandards.com/>. ECV Certification Scheme documents may be amended from time to time at the sole discretion of UL Contracting Party, in which changes shall become part of the requirement under this Service Agreement thirty (30) days after notice to Applicant via e-mail or pursuant to the notice procedures set forth in your GSA. Subscriber shall adhere to the certification requirements and any scheme changes in the timeframe communicated.

1.4 Samples and Data. Applicant shall provide samples of its Product(s) and data associated with such Product(s) and/or Processes regarding any environmental claims to be validated. Representative Product samples shall be shipped and corresponding manufacturing data shall be sent to the UL Contracting Party in accordance to the scheme requirements.

1.4 Validity of Results. The results outlined in the UL Report represent a "snapshot" of compliance to the environmental claims made by the Subscriber. UL Contracting Party makes no representation that the reported results are representative of the entire population of Product or Process at the time the samples were taken or manufacturing data was provided.

2.0 CERTIFICATION

2.1 Certification Term. Unless earlier terminated in accordance with these Service Terms, the term of this Service Agreement for ECV Certification Services shall begin on the Certification Date as defined in 2.2 below and expire three (3) years from the Certification Date ("Initial Term"). If desires to maintain certification after expiration of the Initial Term, Subscriber shall cooperate with all annual and renewal activities to confirm the Subscriber's continued fulfillment of the product requirements for the scheme via UL Contracting Party's ongoing audits and/or testing and pay all applicable fees.

2.2 Assignment of Certification Date. UL Contracting Party will notify Applicant in writing of the date that the applicable Product(s) or Processes complies(y) with the Certification Standards ("Certification Date") and the schedule of dates for Ongoing Certification Compliance Auditing (as defined in section 2.4 of these Service Terms), for each Certified Product or Process, by providing to Applicant a completed Notification of Certification and Environmental Claim Summary which is available through the UL SPOT website [at https://spot.ulprospector.com/en/na/BuiltEnvironment](https://spot.ulprospector.com/en/na/BuiltEnvironment). If the Subscriber 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 Deliverables. When UL Contracting Party completes the ECV Service, UL Contracting Party shall provide Applicant with a report outlining the method(s) used, claim verified and results of any ECV testing services.

2.4 Ongoing Certification Compliance Auditing. In accordance with the ECV scheme requirements UL Contracting Party shall conduct annual surveillance audits. Annual surveillance audit include the review all ECV report(s) issued during the past calendar year to Applicant for continued compliance to such report. If in UL Contracting Party's sole discretion the Product or Process does not require re-validation, Applicant will be billed for annual renewal fees. UL Contracting Party reserves the right to remove products from its SPOT Database if Subscriber is found to have provided misleading or incorrect information related to the ECV Services. If Subscriber makes changes to its certified Product or Process that will take the Product or Process out of compliance with the claim that was validated, Subscriber must immediately notify UL Contracting Party and submit the Product or Process for a re-evaluation or immediately stop using the Mark. 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 Subscriber's expense. Onsite audits will be conducted by representatives of UL Contracting Party, and may be in the presence of third-party observers. If changes are made that take the Product or Process out of compliance and UL Contracting Party is not notified, Subscriber may be required to suspend its use of the Mark.

2.5 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 facilities, factories or storage facilities where the Product or Process, 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 shall ensure UL Contracting Party has access to relevant documentation, records, equipment, location(s), area(s), personnel, and subcontractors. 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 facility, 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.

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

2.7 Program Changes. Subscriber acknowledges and agrees that during the term of the Service Agreement, UL Contracting Party may, at its sole discretion, change the Service Terms or terminate the program. If such change is made UL Contracting Party will determine the date by which Subscriber must cease using the Mark (the "Termination Date") and shall notify Applicant, in writing and as soon as is practicable, of such date (the "Termination Notice"). Subscriber unconditionally agrees to comply with the terms of any such Termination Notice. UL Contracting Party may, in its sole discretion, permit Subscriber to continue to use the Mark or other UL Mark to be determined by UL Contracting Party beyond the Termination Date if, and

only if, all of the following conditions are met prior to such Termination Date: Applicant submits their Product to the appropriate UL Company program for testing and examination and is found to comply with the appropriate requirements. In such event, Subscriber 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, Subscriber's product does not conform to any new or revised Requirements from UL Contracting Party, or if the Environmental Claims Validation Scheme is withdrawn entirely, Subscriber acknowledges and agrees that it will lose any coverage for its product, and must cease using the ECV Mark on its marketing materials and/or packaging on the termination date.

2.8 ECV Service Fees. Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party or another UL Company will bill the Applicant for ECV Service 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. ECV Service charges may vary, depending upon the nature, extent of the necessary inspection, examination, and testing that UL Contracting Party may undertake, including any costs resulting from the failure of the Product or Process to conform to UL Requirements or from insufficient Manufacturer quality control procedures. Charging of such costs shall not limit UL Contracting Party's other remedies for such nonconformity.

2.9 Field Report and Corrective Action Investigation Fees. Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party or another UL Company will bill Applicant at UL Contracting Party's then-current rates for any and all investigations or corrective actions necessitated by any unauthorized Use of the UL Mark or by any failure of a Product or Process to conform to the Certification Standard ("Field Report Investigation Fees").

3.0 Expenses. Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party or another UL Company will bill Applicant for all reimbursable expenses associated with any ECV 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 UL Contracting Party reports and other documents.

3.0 MARKS

3.1. Ownership. Subscriber acknowledges and agrees that UL Contracting Party or another UL Company has rights to several Marks including, without limitation, "UL Environment," and "ULE". Subscriber 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, Subscriber's Products or Processes, containers, or packaging, unless and until expressly authorized by UL Contracting Party in writing, and then only in the form or manner specified in the UL Report (e.g., Subscriber may not refer to a Product or Process submitted for ECV Service as "UL pending"). Subscriber further agrees that UL Contracting Party may, but are not obligated to, notify any third party of any improper or unauthorized use of the Marks, or reference to a UL Company, by Subscriber.

3.2. 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 or Process to another.

3.3 Use of Marks. Subscriber expressly agrees and warrants, that Subscriber is solely responsible for its use of any Marks and that Subscriber will, through proper inspection, examination, testing, and/or otherwise, periodically confirm that any of its Products or Processes that bear a Mark have been, and are being, manufactured in conformity with UL Contracting Party's Requirements. Subscriber further agrees that its use of the Mark constitutes Subscriber's declaration and representation that Products and Processes bearing the Mark are covered by a ECV Service and were manufactured in conformity with all applicable UL Requirements and Certification Standards.

3.4 Misuse of Name or Mark. Subscriber acknowledges and agrees that the manufacture, sale, delivery, shipment, distribution, or promotion of any Product or Process utilizing a Mark, or a description referring to UL Contracting Party, could mislead third parties if such Product or Process is not, in fact, covered by ECV Service and/or does not comply with UL 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. Subscriber acknowledges and agrees that any such use of the UL Contracting Party name or Mark would constitute a "misuse" under the terms of the GSA. Subscriber expressly agrees that any misuse of the UL Contracting Party name or Mark will subject Subscriber both to liability for breach of contract and to the remedies for such breach set forth in the GSA and in these Service Terms.

3.5 Authorization to Use Mark. Use of Name and Marks in Advertising and Promotional Materials. Subject to the terms of the Service Agreement, UL Contracting Party will permit Subscriber to make appropriate references to UL Contracting Party or the form or text (wording) as authorized by UL Contracting Party and specified in the UL Report in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with covered Products or Processes that bear the 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, is not intended to and does not create a misleading impression as to the nature of the findings, coverages, and/or the ECV 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 is in any way (i) "endorsing" or "certifying" the Product or Process; or (ii) "warranting" or "guaranteeing" any aspect of the Product or Process, its performance, and/or its "safety." Except for the Mark that is prescribed for use in a specific UL Report, no other Marks may be used in any advertising or promotional material related to a certified Product or Process. In those instances where a Mark is used, any text that is required by the UL Report, shall be set forth in full in any such advertising or promotional materials.

3.6 Modifications to the Marks. Subscriber acknowledges and agree that UL Contracting Party has the right to modify or replace the Marks from time to time during the Term. UL Contracting Party will provide Subscriber an example of the new Marks and the Subscriber shall, within thirty (30) days of receipt, begin using such Marks on the certified Products Processes and related materials and phase out its use of the replaced Marks (in preexisting materials) over a reasonable period of time but no longer than twenty four (24) months.

3.7 Standards for Use of Licensed Marks. Subscriber agrees: (i) to use the 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 Marks; (iii) to permit, from time to time at UL Contracting Party's request, UL Contracting Party to inspect Subscriber'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 Subscriber's use of the Marks. Within ninety (90) days of the Certification Date of a certified Product or Process, or within ten (10) days of any reasonable UL Contracting Party request, Subscriber must submit sample certified Product or Process, advertising and/or packaging materials for UL Contracting Party's review. If UL Contracting Party determines, in its sole discretion, that Subscriber is not using the Marks in accordance with the then current Certification Mark Usage Guidelines as supplied upon certification or other instructions, UL Contracting Party may immediately terminate the authorization to use the Mark.

4.0 CERTIFIED PRODUCT QUALITY STANDARDS AND MAINTENANCE

4.1 **Quality Obligations of Client.** Subscriber covenants that: (i) all products and processes sold as Certified Products or Process(es) will comply with the Certification Standards upon which the Certified Product(s) or Process(es) were approved in the most recent Initial or Annual Confirmation Evaluation; (ii) Client will ensure that the certified Products and Processes will be manufactured with quality control systems that cover all certified Products or Processes at all times during the Certification Term. Subscriber acknowledges and agrees that (i) Subscriber 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 or processes that become Certified Products or Certified Processes. Client agrees to maintain records and immediately notify UL Contracting Party of any complaints that Subscriber receives that relate to a certified Product's or Process 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 these Service Terms, 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 Subscriber has used the Marks on, or in connection with, products or materials that are not certified Product(s) or Process(es), UL Contracting Party may notify Subscriber in writing of the mislabeling or misuse of the Marks. Subscriber must correct the labeling or usage of the Marks as requested by UL Contracting Party, and notify UL Contracting Party of the corrective actions it has taken within thirty (30) days of Subscriber's receipt of notice.

4.3 **Change in Ability to Conform.** Subscriber 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, process, or production method; (iv) contact address or production sites; and, (v) quality management system.

5.0 EFFECT OF TERMINATION OR EXPIRATION

5.1 Immediate Termination Events.

(a) If Subscriber defaults on any of its obligations under any Service Agreement in effect between Subscriber and either UL Contracting Party or another UL Company, UL Contracting Party may, in its sole discretion, immediately terminate or suspend, in whole or in part, the Service Agreement for ECV Services. Such termination shall be

without prejudice to any other rights or remedies that UL Contracting Party might have for default, subject to any limitations under the Global Services Agreement.

(b) If UL Contracting Party defaults on any of its obligations under the Service Agreement for Follow-Up Services, the Subscriber may, in its sole discretion, immediately terminate the Service Agreement for ECV Services. Such termination shall be without prejudice to any other rights or remedies that Subscriber might have for default, subject to any limitations under the Global Services Agreement.

5.2 Additional Termination Events.

Upon Subscriber's failure to use the UL Mark on certified Product or Process for a period of two (2) consecutive calendar years, and upon thirty (30) days' written notice to Subscriber, any UL Contracting Party may terminate, in whole or in part, as to the Product or Process, any rights or authority conferred upon Subscriber by the Service Agreement. In such written notice of termination, UL Contracting Party will provide Subscriber with a date by which Subscriber must cease using any and all UL Marks covered by the notice.

5.3 Termination Upon Non-Eligibility. If, at any time and for any reason, a Product or Process becomes non-compliant with the Certification Standard, UL Contracting Party shall immediately discontinue ECV Service on such ineligible Product or Process and, upon issuance thirty (30) days' written notice to Subscriber, shall terminate Subscriber's rights and authorities under the Service Agreement for ECV Services, pursuant to such notice.

5.4 Termination with respect to a Manufacturing Location. When a Subscriber ceases production of a Product or Process at a Manufacturing Location with the intention of ceasing Use of the UL Mark with respect to such Product or Process at such Manufacturing Location, the Subscriber shall provide written notice to UL Contracting Party and both the Service Agreement for ECV Services between UL Contracting Party and the Applicant, the Service Agreement for ECV Services(s) between UL Contracting Party and the Listee(s) and the Service Agreement for ECV Services between UL Contracting Party and the Manufacturer with respect to such Product or Process at such Manufacturing Location will terminate thirty (30) days after written notice to UL Contracting Party.

5.5 UL Contracting Party's Actions Upon Termination. Upon any termination of the Global Services Agreement or the Service Agreement for ECV Services under these Service Terms, UL Contracting Party may, among other things, (a) discontinue any ECV Service on any of the certified Product(s) or Process(es), or (b) take physical possession of any unused UL Mark and UL Documentation, which, in UL Contracting Party's judgment, were issued for use in connection with any certified Product(s) or Process(es) related to the termination. Subscriber expressly agrees that, on or before the date set forth in the written notice of termination, it will cease using any UL Mark on, or in connection with, any certified Product(s) or Process(es) addressed in the written notice of termination, including any use of any UL Mark, or any reference to UL Contracting Party or one of its Corporate Affiliates, in the marketing, Promotion, or advertising of such Product(s) or Process(es).

6.0 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.

7.0 Joint Responsibility.

Applicant, Manufacturer and Listee(s) will be jointly and severally responsible to UL Contracting Party for the Manufacturer's fulfillment of its obligations under the Manufacturer's Service Agreement for ECV Services and for any breach by Manufacturer of those obligations and a Manufacturer's breach of its obligations under its Service Agreement for Follow-Up Services will also constitute a breach by Applicant and Listee(s) of their Service Agreement for ECV Services.