

ENERGY EFFICIENCY CERTIFICATION SERVICES SERVICE TERMS

These Service Terms shall govern all Energy Efficiency Certification Services (“EEC Services”) performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the client (“Client”). These 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 Energy Efficiency Certification Service. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

- 1. Scope of Service.** UL Contracting Party will perform EEC Services for Client. EEC Services are intended to assess Client’s product(s) compliance to energy efficiency standards including, but not limited to, government regulations. EEC Services shall not result in UL Contracting Party issuing product safety certification of any product, or registration of any management system. The Services requested by Client and to be provided by UL Contracting Party for specific projects shall be specifically stated in an individual Quotation or Project Confirmation.
- 2. Price.** The Quotation or Project Confirmation will establish the price for UL Contracting Party’s Services. The price will depend upon the test and/or auditing requirements. A Quotation or Project Confirmation is subject to change at UL Contracting Party’s discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.
- 3. Requirements, Specifications, and Protocols.** UL Contracting Party agrees that it will assess Client’s product samples according to requirements and methods dictated by each energy efficiency program selected by the Client (i.e. ENERGY STAR®, Natural Resources Canada, and California Energy Commission). Program specific requirements can be found at the following: ENERGY STAR at www.energystar.gov Natural Resources Canada at <http://oee.nrcan.gc.ca/english/index.cfm?attr=0> and California Energy Commission at <http://www.energy.ca.gov/efficiency/index.html>.
- 4. Product Information.** The Client acknowledges its willingness to support UL Contracting Party’s environmental mission and that UL Contracting Party, as the certifier of Subscriber’s products, is entitled to receive information received, developed or collected by the Client regarding the field performance of products certified by UL Contracting Party. Accordingly, the Client will promptly notify UL Contracting Party in writing when the Client’s product fails to meet any of the following: (a) the description, specifications, and Requirements contained in the UL Contracting Party’s Report to Client; (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 UL Contracting Party’s Service. The Client agrees to make available to UL Contracting Party for inspection and copying all documents, test results, and other information related to the above, keep a record of all complaints made known to the Client relating to any product’s compliance with the UL Contracting Party’s Requirements, and to make these records available to UL Contracting Party when requested. The Client agrees to take appropriate action to respond to such complaints, and any noncompliance with the UL Contracting Party’s Requirements and to keep a record of such actions. Client agrees that UL Contracting Party may share such information with its affiliates and subcontractors worldwide. Client

also agrees to make arrangements for the participation of any third-party observers during the Product Investigation, as deemed necessary by the UL Contracting Party.

5. **Samples.** Client shall indicate which products, including model numbers, it desires to have assessed, which shall be set forth in the Quotation, and sent to the UL Contracting Party. UL Contracting Party will evaluate samples of the product(s) indicated on the Quotation. UL Contracting Party will assess the product sample to determine compliance with the efficiency program indicated on the Quotation.
6. **Validity of Test Results.** UL Contracting Party's EEC Services, test results, and report apply only to the sample(s) actually acquired and assessed by UL Contracting Party. The results outlined in the Test Report represent a "snapshot" of each sampled product's compliance with the program(s) indicated in the Quote. UL Contracting Party makes no representation that the reported test results are representative of the entire population of product at the time the sample(s) were obtained by UL Contracting Party.
7. **Deliverables.** When UL Contracting Party completes the EEC Services investigation, UL Contracting Party will provide Client with a report outlining the results of the EEC Services. For California and Canadian Programs (see paragraph 3 above) and provided that the Client's products(s) comply with the specified requirements, UL Contracting Party may, at its sole discretion, authorize Client to use the UL Contracting Party's Leaf Mark with the words "energy verified". **Client can only refer to UL Contracting Party by its full and proper corporate name within Client's marketing materials and may only use the UL Contracting Party's EEC Leaf Mark on the product(s) covered by the test report in paragraph 7. See www.UL.com for the artwork ready the UL Contracting Party's EEC Service Logo.**
8. **Ownership of Marks.** Client acknowledges and agrees that UL Contracting Party or another UL Company owns or controls several Marks including, without limitation, "UL," and "UL Leaf Mark" and that UL Contracting Party has rights to the Marks. Client expressly agrees that it shall not use 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 UL Contracting Party's Report, and then only in the form or manner specified in the UL Contracting Party's Report (e.g., Client may not refer to a Product submitted for UL Contracting Party's Service as "UL pending"). Client further agrees that UL Contracting Party may, but is not obligated to, notify any third party of any improper or unauthorized use of the Marks, or reference to UL Contracting Party or another UL Company, by Client. The ENERGY STAR logo is owned and controlled by the EPA. Control and proper use is provided via agreements between the EPA and the ENERGY STAR Partners
9. **Form of UL Contracting Party's 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.
10. **Client's Use of UL Contracting Party's 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, and testing, periodically confirm that any of its Products that bear a Mark have been, and are being, manufactured in conformity with UL Contracting Party's Requirements. Client further agrees that its use of a Mark constitutes Client's declaration and representation that Products bearing the Mark are covered by UL Contracting Party

Service and were manufactured in conformity with all applicable UL Contracting Party's 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 UL Contracting Party's Service and have been installed, and will be maintained, in conformity with all applicable UL Contracting Party's Requirements.

- 11. Misuse of UL Contracting Party's 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 one of its affiliates, could mislead third parties if such Product is not, in fact, covered by UL Contracting Party's Service and/or does not comply with UL Contracting Party's Requirements (including, without limitation, the applicable Standards or UL Contracting Party's Test Report), and/or if the Marks are used in any way other than as provided in the Service Agreement and in the applicable UL Contracting Party's Test Report. Client acknowledges and agrees that any such use of the UL Contracting Party's name or Mark would constitute a "misuse" under the terms of the Service Agreement. Client expressly agrees that any misuse of the UL Contracting Party's name or Mark will subject Client both to liability for breach of contract and to the remedies for such breach set forth in the Service Agreement; and –as set forth below.
- 12. Use of UL Contracting Party's Name and Marks in Advertising and Promotional Materials.** Subject to the terms of the Service Agreement, UL Contracting Party will permit Client to make appropriate references to UL Contracting Party or the form or the wording of text, as authorized by UL Contracting Party, and specified in the UL Contracting Party's 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 UL Contracting Party's 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 UL Contracting Party is not intended to and does not create a misleading impression as to the nature of the UL Contracting Party's findings, its coverages, and/or its Service; and (c) the promotional or advertising material does not in any manner state or imply that UL Contracting Party 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 UL Contracting Party's 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 UL Contracting Party's Report shall be set forth in full in any such advertising or promotional materials.
- 13. Verification Testing.** UL Contracting Party will perform periodic retesting of Client's products it has assessed and found to comply with the energy efficiency requirements as previously outlined in the Quotation to verify their ongoing compliance. On an annual basis, the review may include UL Contracting Party's retesting of at least 5%, or as specified in the Program specific requirements, of Client's models representing Client's product(s) previously found to comply with the energy efficiency requirements by procuring those such products from customary retail distribution channels, or as specified in the Program specific requirements. UL Contracting Party reserves the right to revoke use of the UL Contracting Party's Leaf Mark on products and remove listing from the UL Contracting Party's Product Database if UL Contracting Party determines the product is not in compliance with the requirements as outlined on the Quotation covering the

UL Contracting Party's Service preformed. If Client makes changes to the product(s) that will take the product(s) out of compliance with the requirements outlined on the Quotation, Client must promptly notify UL Contracting Party and submit the product for a re-assessment. If changes are made that take the product out of compliance and UL Contracting Party is not notified, Client may be required to suspend use of the UL Leaf Mark, report and/or certificate and pay a penalty when these changes are discovered during the annual verification testing. Continued noncompliance of the product may result in complete withdrawal from the EEC Services program.

14. **Changes to Requirements.** Energy Efficiency requirements and/or regulations are subject to be updated and changed. When an efficiency requirement and/or regulation changes, products that have been certified to those requirements and/or regulations may need to be re-assessed to determine compliance with the new requirements and/or regulations. UL Contracting Party will provide sufficient notice for Client to submit their product for re-assessment to determine continued compliance. Client is responsible for all costs associated with the re-assessment. If Client does not submit their product for re-assessment within the time period specified by UL Contracting Party, the product may be removed from the Product Database and the product may no longer be eligible to carry the EEC Leaf Mark, to utilize the UL Contracting Party's report and/or certificate.
15. **Challenge Testing.** In the event an outside party challenges the test results of Client's product(s) which are EEC certified by UL Contracting Party, UL Contracting Party will confirm with Client that they are aware of the challenge and product(s) affected. UL Contracting Party will review the challenge, and, if determined necessary, arrange to evaluate the challenged product(s) to validate or disprove the challenge. If the product is found to meet the necessary EEC requirements the process will be terminated and the regulatory body notified if results differ from initial qualification yet remain in compliance. If the product(s) are found not to meet the necessary EEC requirements, UL Contracting Party will work with the Client to address these discrepancies with any associated regulatory body(s) in a timely manner to clarify the parameters of the product(s) certification. Regulatory body(s) will be notified by UL Contracting Party within two (2) business days of any results that are noncompliant with the efficiency regulations tested to under the initial qualification.
16. **Immediate Termination Events.** In the event that Client defaults on any of its obligations under any agreement with UL Contracting Party or any other UL Company, including, but not limited to, any misuse of any Mark, as defined in Paragraph 13 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), and without prejudice to any other rights or remedies that UL Contracting Party might have.
17. **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: (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”).

18. **Termination Upon Non-Eligibility.** If, at any time and for any reason, any of Client’s Product(s) become ineligible for UL Contracting Party’s 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), pursuant to a termination notice.
19. **UL Contracting Party’s Actions Upon Termination.** Upon any termination of the Service Agreement, UL Contracting Party may: (a) discontinue UL Contracting Party’s 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 19 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, or any reference to UL Contracting Party, in the marketing, promotion, and/or advertising of such Product(s).
20. **Dispute Resolution Concerning Standards Council of Canada Accreditation Criteria.** If any Client dispute or disagreement regarding fulfillment of applicable Standards Council of Canada (SCC) accreditation criteria cannot be resolved, the Client’s final level of appeal will be the SCC, whose decision concerning fulfillment of accreditation criteria will be binding.