

UL Environment E-PEAT Product Registration Service Terms

These Service Terms shall govern all EPEAT Product Registration Services performed by UL Environment Inc. “UL Contracting Party” (referred to below as the “CAB”) and set out the responsibilities and obligations of the Client (referred to in these Service Terms as the “Manufacturer”). These Service Terms and the terms of the Global Services Agreement (“GSA”) or Environmental Services Agreement (“ESA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for EPEAT Product Registration Service.

RECITALS:

Green Electronics Council (“GEC”) operates an on-line database or registry of environmentally and/or socially preferable electronic products (the “EPEAT Registry”) that is available to the public without charge at URL www.epeat.net (the “Website”). CAB is a GEC designated Conformity Assurance Body and is responsible to fulfill in all material respects the obligations of a Conformity Assurance Body. Manufacturer may enter products into the EPEAT Registry by 1) entering into a License and Subscriber Agreement with GEC and 2) declaring to CAB certain information related to the environmental and social characteristics of their products (“Product Information”). CAB shall be responsible for determining whether to approve such Product Information, and upon approval, shall provide the Product Information to GEC for inclusion in the EPEAT Registry. Manufacturer is in the business of designing and marketing one or more unique brands of electronic products (“Products”) and wishes to declare Product Information to CAB so that, when approved, the Product Information may appear on the EPEAT Registry. This Agreement may be updated from time to time as reflected on the Website, which updates shall be effective as of the Renewal Date.

1. Definitions.

- (a) “Criteria” or “Criterion” shall mean the adopted EPEAT standard applicable to the Product in each country, as published on the Website.
- (b) “CAB” shall mean “Conformity Assurance Body”.
- (c) “Manufacturer” shall mean an individual or entity engaged in the business of designing and marketing one or more unique brands of electronic products who desires to enter their Product Information, as appropriate, onto a register or database of EPEAT registered products that is available to the public without charge at the Website.
- (d) “Website” means the domain name containing a register or database of registered Products that is available to the public without charge at the URL www.epeat.net.

2. Intended Beneficiary. GEC, an Oregon, U.S.A. nonprofit corporation, is an intended third party beneficiary of this agreement.

3. Obligations of Manufacturer. During the term of this Agreement, and any applicable renewal periods, Manufacturer will bear sole responsibility to and shall:

- (a) Appoint a liaison (the “Manufacturer Liaison”) to interact with CAB on behalf of Manufacturer as respects this Agreement and to whom will be granted access to the facility provided by CAB through which Manufacturer may enter product information (the “Declaration Portal”) into CAB’s declaration database (the “Database”). Manufacturer’s Liaison will bear sole responsibility to further delegate and manage responsibilities within Manufacturer’s organization for entering such information into the Database via the Declaration Portal;
- (b) Enter into the Database via the Declaration Portal certain Product Information which Manufacturer elects, in its sole discretion, to declare under this agreement related to the Products as they are sold by Manufacturer in one or more specific countries;

- (i) The Database supports Product Information as related to the sale of Products in only certain countries. Manufacturer understands that they cannot enter Product Information as it relates to sales in countries that are not supported on the Database. CAB is solely responsible for determining what countries are supported and therefore for which countries Manufacturer may enter Product Information. CAB may add or remove countries to/from the list of supported countries from time to time.
 - (ii) In entering Product Information, Manufacturer is solely responsible for ensuring and hereby represents and warrants that all Product Information so entered is accurate in all material respects and that all units that are sold by Manufacturer of the subject Product in the applicable country(ies) conform with the Product Information entered for the Product in that country by Manufacturer.
 - (iii) Manufacturer understands that According to the Product Information that Manufacturer enters for the Product in each country, GEC shall assign each Product as entered in each country the designation (each, a “**Designation**”) as EPEAT Gold, EPEAT Silver, or EPEAT Bronze corresponding to the appropriate level identified in the adopted EPEAT standard applicable to the Product. Because Manufacturer may enter different Product Information for the same Product in different countries, Manufacturer understands that a Product may have different Designations in different countries. In addition, CAB may establish alternative designations for Products conforming with other standards.
 - (iv) The Product Information declared to the CAB shall include a clear description of the subject Product that conforms to the Criteria.
 - (v) By entering the Product Information, Manufacturer acknowledges that all such Product Information is subject to Product Verification, as defined below.
- (c) Keep all Product Information entered into the Database up to date and to remove the Product from the Database when the Product is no longer available. “**Up to date**” means that the entered Product Information shall be accurate in all material respects for all units of Product sold by Manufacturer in the indicated country(ies) while the Product Information is in the Database. Manufacturer shall remove any materially incorrect Product Information within thirty (30) days of discovery. Manufacturer may also remove from the Database, at any time and in Manufacturer’s sole discretion, any Product registered by Manufacturer.
 - (d) Within thirty (30) days of CAB’s request, or CAB’s agent’s request, as respects any Product Information declared, provide to CAB the information identified in the Verification Requirements (as defined within the applicable standard or EPEAT Registry Guidance) to enable Product Verification as further described in Section 6 (below). Failure to provide such information within thirty (30) days of a request under this subsection may result in CAB not approving the Product Information for inclusion on the EPEAT Registry.
 - (e) **Acknowledge that, in addition to the provisions of this Service Agreement, in order for the Product Information to appear on the EPEAT Registry, Manufacturer must sign a separate License and Subscriber Agreement with GEC and pay the applicable fees defined therein. Further, Manufacturer acknowledges that they may choose other GEC designated Conformity Assurance Bodies to whom to declare their Product Information as necessary to have the Product Information appear on the EPEAT Registry.**
 - (f) Keep a record of all complaints known to it relating to compliance with requirements of the EPEAT system.
 - (g) Comply with GEC’s requirements regarding use of the EPEAT mark and make claims consistent with GEC’s Style Guidelines on the use of EPEAT.

4. Obligations of CAB. During the term of this agreement, and any applicable renewal periods, CAB will bear sole responsibility to and shall:

- (a) Fulfill in all material respects the obligations of a Conformity Assurance Body, by establishing and maintaining a Declaration Portal, Conformity Decision Panel verifier qualification program and list of Auditors, and providing Product Verification pursuant to and in accordance with Section 6 (below). Such obligations may be fulfilled by CAB directly or through agreements with GEC or others.
- (b) At certain times as determined by CAB, review with the Manufacturer Liaison or other responsible party identified by Manufacturer the Product Information that Manufacturer has entered into the Database, in order to ensure that Manufacturer understands the criteria and the declaration process and fully intends to make the declarations that are being made (“**Desk Review**”). CAB may not approve Product Information for inclusion on the EPEAT Registry until completion of Desk Review. This Desk Review shall in no way diminish Manufacturer’s sole responsibility for the accuracy of Product Information as set forth in Section 3(b)(ii) (above) and is entirely independent of Product Verification as set forth in Section 6 (below).

5. Agency. CAB acts as an authorized agent for GEC to perform the duties of a Conformity Assurance Body. CAB does not have authority to make any representations on behalf of GEC or to bind GEC to any contractual or other agreements, by estoppel or otherwise, irrespective of any apparent authority. CAB’s sole and limited authority is to serve as a Conformity Assurance Body. All other acts and omissions are outside the course and scope of this limited agency appointment.

6. Product Verification. According to the provisions of the appropriate standards, in order to maintain high credibility of the EPEAT system CAB maintains and operates a program to verify the accuracy of Product Information (such verification, individually and collectively, is termed “**Verification**” or “**Product Verification**”).

GEC policies related to Verification, are maintained on the Website and administered by CAB. In addition, if and when Manufacturer’s Product(s) are selected for Verification then CAB will communicate all related policies and procedures to Manufacturer. These procedures will include the specific steps, time frames, communications, and other details that Manufacturer must follow to successfully support Verification. These procedures will be consistent with the following provisions (a) through (g).

- (a) All Product Information related to all units of all Products as declared in all countries is subject to Verification.
- (b) Manufacturer is obligated to provide only the information identified in the Verification Requirements (as defined in applicable standards), but the CAB may use any information in performing Verifications. Manufacturer must provide to CAB the information in Verification Requirements within 30 days of CAB’s request in accordance with applicable standards and Section 3(d), above.
- (c) GEC will maintain a conformity decision panel (“**Conformity Decision Panel**”) that will make all final decisions regarding Verifications (“**Decision(s)**”). Decisions are final and not subject to further appeal and are specifically not subject to any legal action or conflict resolution process. Manufacturer may appeal Conformity Decision Panel decisions to GEC according to GEC policies.
- (d) Once a Product is selected for Verification in a verification plan approved by the Conformity Decision Panel, Verification will proceed based on the then current selected Products’ Product Information on the EPEAT Registry. Manufacturer may change Product Information or remove the Product from the Database and therefore from the EPEAT Registry at any time but all Verification activities and reporting on the related Decisions shall be based on the Product Information on the EPEAT Registry at the time the verification plan is approved by the Conformity Decision Panel.
- (e) If the Decision of the Conformity Decision Panel regarding one of Manufacturer’s Products is of nonconformance to the entered Product Information then CAB will instruct Manufacturer to change the Product Information in the Database or to otherwise resolve the nonconformance. If Manufacturer does not comply within the prescribed time CAB may disapprove Product Information related to the Product for provision to GEC, thus removing it from the EPEAT Registry.

- (f) Manufacturer understands that GEC may publicly report information regarding Decisions, or modifications thereto, and regarding significant changes to Product Information on the EPEAT Registry made by Manufacturer, CAB or GEC, potentially including the addition of Products, changes to a Product's Designation (Gold, Silver, Bronze or other designation as provided in Section b)(iii), or removal of Products from the Database. This reporting may include aggregated statistical reports on the results of the Verifications contained in each verification plan, maintaining lists of Products that have changed status, and/or email alerts to interested parties.
- (g) If Manufacturer is found by the Conformity Decision Panel to have repeated instances of nonconformance then the Conformity Decision Panel may recommend to CAB that Manufacturer be disqualified from further participation in EPEAT. On receiving such recommendation CAB may terminate Manufacturer for cause.

7. LIMITATION OF LIABILITY. SUBSCRIBER HEREBY AGREES THAT NEITHER CAB'S NOR GEC'S LIABILITY, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, MAY EXCEED THE LATEST FEE OR RENEWAL FEE PAID BY SUBSCRIBER. THIS LIMITATION OF LIABILITY SHALL APPLY TO CAB'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND ANY INDEMNIFICATION OBLIGATIONS OF GEC UNDER ANY AGREEMENTS BETWEEN MANUFACTURER AND GEC.

8. Disclaimer; Compliance with Laws and Regulations; and Indemnity. THE UL COMPANIES AND GEC 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 OR GEC HAVE ANY LIABILITY IN CONNECTION THEREWITH. NEITHER THE UL CONTRACTING PARTY NOR GEC PROVIDES LEGAL ADVICE, AND NO UL CONTRACTING PARTY OR GEC 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 GEC 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.