

## ECOLOGO CERTIFICATION SERVICES SERVICE TERMS

These Service Terms shall govern the ECOLOGO Certification Services performed by the UL Contracting Party (as identified in the Quotation or Project Confirmation), 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 the ECOLOGO Service. The capitalized terms in these Service Terms shall have the same meaning as in the GSA.

### 1. Certification Services

- 1.1 Scope of the Services.** These Service Terms govern Client’s relationship with UL Contracting Party for ECOLOGO Certification Services as: (a) an “Applicant,” who submits products, devices, processes, equipment, materials or systems (“Product(s)”) for “ECOLOGO Certification Services” designed to assess: (1) the Product’s conformity to applicable UL Contracting Party requirements and requirements defined in the applicable ECOLOGO Certification Service standards (collectively, “UL Requirements”), and (2) the eligibility of such Product(s) for Certification; (b) a “Manufacturer,” who manufactures, generates, distributes, fabricates, labels, stores or assembles Product(s); and (c) a “Listee,” whose name is listed in UL Contracting Party’s published records in connection with the Covered Product(s). “Covered Product” means a Product that UL Contracting Party or another UL Company has determined is eligible to bear certain names, trademarks, service marks and certifications marks that are controlled or used by UL Contracting Party that include “ECOLOGO” (each an “ECOLOGO Mark”). Before UL Contracting Party establishes ECOLOGO Services 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, generated, distributed or assembled. Listee authorizes UL Contracting Party to publish its name and other information regarding the Product in their published records.
- 1.2 UL Report.** Upon the determination that Client’s Product(s) is/are eligible for ECOLOGO Service, UL Contracting Party will prepare, lend, and may provide to the Manufacturer(s) the UL Report for each Covered Product. The UL Report will contain provisions and conditions identifying and defining (a) the Covered Product; (b) the applicable ECOLOGO Service; (c) the conditions that apply for use of the ECOLOGO Marks in connection with the Covered Product; and (d) Manufacturing Locations of the Covered Product
- 1.3 “Subscriber”** shall refer to a Client acting as an Applicant, Manufacturer, or Listee, unless otherwise indicated. No ECOLOGO Service will be established or maintained unless all necessary and appropriate Applicants, Manufacturers, and Listees have entered into, and comply with the terms of the UL Requirements and all applicable agreements with UL Contracting Party.
- 1.4 ECOLOGO Certification Services.** Consists of the following: (a) UL Contracting Party will evaluate a sample of the Product or information related to the product, in accordance with UL Requirements; (b) UL Contracting Party will audit the documentation, records and processes at the location where the Product is being manufactured, generated, distributed, fabricated, labeled, stored or assembled (each a “Manufacturing Location”) in accordance with UL Requirements; and (c) UL Contracting Party will have representatives perform on-site inspections in accordance with UL Requirements. The purpose of such examination is to determine whether the Product samples conform to UL Requirements and whether the Product might be eligible for ECOLOGO Service. Client agrees to provide and disclose all relevant data to UL Contracting Party for the fulfillment of the UL Requirements including, but not limited to: formulation information, chemical lists, capacity of generation facility(ies), annual electricity production and any applicable government regulations. If no standard 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 sole discretion, 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 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 12 and that such evaluation may take longer than typical given the unique circumstance. If UL Contracting Party determines, in its sole discretion, that submitted Products are Covered Products, UL Contracting Party will permit Client to use the applicable ECOLOGO Marks according to the terms of the Service Agreement. The ECOLOGO Mark certification term is three (3) or four (4) years depending on additional certifications held by the Client. Client's Certification term will be specified in the final Certification. If Client desires to maintain ECOLOGO Mark certification after expiration of initial term, Client shall cooperate with all surveillance and renewal activities, remain in compliance with all UL Requirements and be up-to-date on all fees.

- 1.5 Compliance with ECOLOGO Requirements.** Subscriber expressly agrees that if, following ECOLOGO Certification Services UL Contracting Party, in its sole discretion, determines that a submitted Product is eligible for ECOLOGO Certification, Client will at all times thereafter comply with the applicable UL Requirements including, but not limited to: (a) the description, specifications, and requirements contained in the UL Report; and (b) and standard(s) used by UL Contracting Party, if any, applicable to the Covered Product. Client agrees to use the ECOLOGO Marks solely according to the terms of the GSA and the applicable Service Agreement. If Client shares any certification documentation with third parties, it shall be done in accordance to Section 14 of the GSA in which all UL Documentation shall be reproduced in their entirety. The Client shall not use the ECOLOGO Services in such a manner as to bring the UL Contracting Party into disrepute and shall not make any statement regarding the ECOLOGO Services that the UL Contracting Party may consider misleading or unauthorized. Client agrees that all Manufacturer(s) of a Covered Product shall establish and maintain a quality control program of inspection and testing of the Covered Product(s) in order to ensure that any Product(s) bearing an ECOLOGO Mark conform at all times to the UL Requirements.
- 1.6 Product Information.** Subscriber acknowledges its willingness to support UL Contracting Party's environmental mission and that UL Contracting Party and the UL Companies are entitled to receive information received, developed or collected by Subscriber regarding the field performance of Covered 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 UL Requirements contained in the Subscriber's UL 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 ECOLOGO Service; and/or (iii) when the Subscriber has found or has received a report that Subscriber's Covered Product could create a substantial hazard to users or the environment. 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 Covered Product's compliance with UL 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 UL Requirements and to keep a record of such actions. Subscriber agrees that, in addition to the rights granted under the GSA, UL Contracting Party may share such information with the UL Companies and their subcontractors worldwide.
- 1.7 Revisions to, or Withdrawal of, UL Requirements.** Client acknowledges and agrees that if a revision to an applicable UL Requirement is adopted, or if an applicable UL 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 ECOLOGO Marks on its Covered 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 UL Requirement is

revised, UL Contracting Party may, in its sole discretion, permit Client to continue to use the ECOLOGO 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 UL Contracting Party; and (b) UL Contracting Party finds the Product to conform to the revised UL Requirement. In such event, Client must pay any applicable 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 UL Requirement, or if the UL Requirement is withdrawn entirely, Client acknowledges and agrees that it will lose any coverage for its Product, and must cease using the ECOLOGO Marks with respect to such Product, on the Termination Date.

- 1.8 Notice of Changes:** Client shall, within seven (7) days, notify UL Contracting Party of any change in or new Manufacturing Location or of any change in the name or address of Client. Client shall provide notice without delay to UL Contracting Party of any changes in the manufacturing processes or changes in the materials, chemicals or generation capacity used by the Client in the manufacturing, construction or generation of renewable energy of such a Covered Product. Client shall provide written confirmation of the product change(s) to UL Contracting Party and agrees that the product may undergo an audit and examination, at the UL Contracting Party's discretion, to ensure compliance to the current UL Requirements. In return, when changes are communicated to the Client from the UL Contracting Party, the Client shall implement the appropriate changes as requested.

## **2. Ongoing Certification Services**

- 2.1 Ongoing Certification Services.** Client acknowledges and agrees that UL Contracting Party representatives will perform annual remote surveillance examinations of any Covered Product(s) at the Manufacturing Location(s). UL Contracting Party or another UL Company may, from time to time, select and review samples at such Manufacturing Locations for examination to determine whether the specific samples examined continue to conform to applicable UL Requirements. UL Contracting Party's representative, contractor, and their representatives shall have the right to remove from the Manufacturing Location(s), without charge, reasonable quantities of samples of the Covered Product, raw materials, components, manufacturing wastes, or any other materials associated with the Covered Product or ECOLOGO Certification Service. Client shall furnish without charge such reasonable quantities of samples of the Covered 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. Client further agrees that the Manufacturer(s) of Covered Products shall establish and maintain a quality control program of inspection and testing of the Covered Product(s) in order to ensure that Products bearing any ECOLOGO Mark(s) conform at all times to UL Requirements.
- 2.2 Re-Certification Requirements.** UL Contracting Party will re-audit Client's facilities every four years if the Client is ISO 9001 or 14001 certified and every three years if not certified. The exception to scheduled re-certification audits are electricity generation Clients, who do not require any re-audit during the term of the Certification. However, if Client has relocated to another Manufacturing Location, changed its manufacturing processes, or generation capacity or made other changes with regard to how it operates or produces the Covered 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.
- 2.3 Access to Facilities.** Client acknowledges and agrees that UL Contracting Party's representatives, as well as any subcontractors or third-party observers accompanying the representatives, shall have free, unannounced, immediate, safe, and secure access to facilities, Manufacturing Locations, factories and/or storage facilities where the covered Covered

Product(s), or any components thereof, are fabricated, processed, finished, stored, and/or located, during normal business hours and/or when the facility, factory or storage facilities are actually in operation. Client shall make necessary arrangements for the UL Contracting Party representative, subcontractor, or third-party observers to conduct the ECOLOGO Certification Services, including provisions for examining documentation, records and complaints, and access to the relevant equipment, location(s), area(s), personnel and Client's subcontractors. Client agrees to provide UL Contracting Party's representatives, subcontractors and third-party observers 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, subcontractors, or third-party observers to obtain free access to a Manufacturing Location, facility, 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 UL Contracting Party 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.

- 2.4 Access to Marks.** Consistent with paragraph 3, above, Client 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) disclose features that, in the sole opinion of UL Contracting Party's representative, do not conform to UL Requirements, the Client 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 Client disagrees with UL Contracting Party's representative regarding whether a Product is eligible to bear the Marks, the Client may hold the Product at the factory or storage facility pending an appeal to, and a decision by, UL Contracting Party.

### **3. Fees and Expenses**

- 3.1 Certification Fees.** UL Contracting Party will establish a fee for each ECOLOGO Certification Service (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 Certification fees. The fee shall cover one examination as UL Contracting Party determines are appropriate for the Product (not including evaluation of additional samples, separate investigations of components of a Product, or reimbursable expenses), as well as the preparation of the UL Report. UL Contracting Party shall not exceed the agreed fee without written authorization from Applicant.
- 3.2 Ongoing Certification Fees.** Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party will bill the Applicant for ongoing certification fees 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. ECOLOGO Certification Service charges may vary, depending upon the nature and extent of the necessary inspection, and examination that UL Contracting Party may undertake, including any costs resulting from the failure of a Product to conform to UL Requirements or from insufficient Manufacturer quality control procedures.
- 3.3 Expenses.** Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party will bill Applicant for all reimbursable expenses associated with a ECOLOGO Certification Services, 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.

**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
- 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 Covered 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 Mark.** Client agrees: (i) to use the ECOLOGO Mark 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 Mark; (iii) to permit UL Contracting Party to inspect at Client's facilities uses of the ECOLOGO Mark; and (iv) supply UL Contracting Party with physical and/or photographic specimens showing Client's use of the ECOLOGO Mark, prior to first use. Within ten (10) days of any reasonable UL Contracting Party request, Client must submit sample Covered 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 Mark 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 notify Client and Client must correct its usage of the ECOLOGO Mark or other marketing materials as requested, and provide to UL Contracting Party revised marketing materials 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 Mark immediately.
- 4.4 Use of Name and Marks in Advertising and Promotional Materials.** Subject to the terms of the Service Agreement, UL Contracting Party will cause UL to permit Client to make appropriate references to ECOLOGO or in the form of 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 scope of certification that bear the ECOLOGO 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, UL Contracting Party is not intended to and does not create a misleading impression as to the nature of the findings, coverages, and/or the ECOLOGO Certification Service; and (c) the promotional or advertising material does not in any manner state or imply that the 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 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 Report, shall be set forth in full in any such advertising or promotional materials. If changes are made to promotional media regarding certification, the Client shall immediately notify the UL Contracting Party of the changes. Upon termination, suspension or withdrawal of certification services all advertising and promotional materials shall be removed.
- 4.5 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. 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

**5. Termination.**

- 5.1 Immediate Termination Events.** In the event that Client defaults on any of its obligations under any Service Agreement with either UL Contracting Party or any UL Company including, but not limited to, any misuse of any ECOLOGO Mark, UL Contracting Party may, in its sole discretion, immediately terminate or suspend, any of Client's Covered Products related to such default, and any and all rights or authorities conferred upon Client by virtue of the Parties' Service Agreements, including any right to use any Marks on any product(s), without prejudice to any other rights or remedies that either UL Contracting Party or the UL Companies might have.
- 5.2 No-use Termination.** 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: if Client's failure to use the Mark on covered Product(s) for a period of two (2) consecutive calendar years.
- 5.3 Actions Upon Termination.** Upon any termination of the Service Agreement or the GSA, UL Contracting Party may, among other things, (a) discontinue any ECOLOGO Certification Service on any of Client's Product(s) including immediate removal of the product(s) from all listing sites, 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 will cease using any Marks on, or in connection with, any Covered Product(s) as of the date specified in the termination notice, including any use of any ECOLOGO Marks, or any reference to either UL Contracting Party or any UL Companies, in the marketing, promotion, and/or advertising of such Product(s).