

EPEAT Conformity Assurance Program Service Terms

These Service Terms shall govern all EPEAT Conformity Assurance Program (“EPEAT” moving forward) Services performed by UL Contracting Party 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”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for EPEAT Product Registration Service owned by the Global Ecolabelling Network (GEC). The capitalized terms in these Service Terms which are not defined shall have the same meaning as in the GSA.

The Global Electronics Council (GEC) is the owner of the EPEAT Conformity Assurance Program. UL Verification Services Inc. is an approved Conformity Assessment Body (CAB) (referred to throughout this document as UL CAB) by GEC and is responsible to fulfill all material respects the obligations of a Conformity Assurance Body. Manufacturer shall sign and complete a License and Client Agreement with GEC before selecting and declaring UL as a CAB to complete their EPEAT service. You shall submit product information related to the standard(s) you have selected within the scope of the EPEAT Program. 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. Scope of Service

2.1 The EPEAT Conformity Assurance Program is offered via two pathways: priority pathway or certification pathway (together further defined as “EPEAT Processes”).

2.2 All information supplied by you to the UL Contracting Party for EPEAT Services is subject to review by GEC as the owner of the EPEAT Registry and Program. The UL Contracting Party has signed a confidentiality agreement between the UL Contracting Party and GEC for the information collected from Manufacturers through their EPEAT Service as well as the Agreement you have signed with GEC for use of the EPEAT Registry.

2.3 **Deliverable.** Upon completion of either the PMV or Certification pathways, EPEAT Product Registration is the final deliverable. UL does perform final decisions, all final decisions of the evaluation work performed by the UL Contracting Party is reviewed by GEC. The UL Contracting Party is not authorized to issue EPEAT Marks, this is determined and authorized by GEC.

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 and communicate with the UL Contracting Party for ongoing compliance.

- (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) Manufacturer shall report all relevant product or corporate changes for any/all products part of the EPEAT Program as soon as possible. The UL Contracting Party shall review and request, as needed, additional documentation related to the criteria the Manufacturer is claiming for the changes submitted. Manufacturer shall make the necessary arrangements for us to have access to required documents, records, personnel, subcontractors, equipment and products.
- (e) Within sixty (60) 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 Continuous Monitoring Requirements (as defined within the applicable standard or EPEAT Registry Guidance) to enable Product Continuous Monitoring as further described in Section 6 (below). Failure to provide such information within sixty (60) days of a request under this subsection may result in CAB not approving the Product Information for inclusion on the EPEAT Registry.

- (f) 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 Client Agreement with GEC and pay the applicable fees defined therein.
- (g) Keep a record of all complaints known to it relating to compliance with requirements of the EPEAT system.
- (h) Comply to the applicable EPEAT program policies and procedures while participating in the program.
- (i) Manufacturer shall always fulfil the EPEAT Program Requirements for all its registered products, and implement changes when they are communicated by the UL or GEC in the defined timeframe.
- (j) In the event, the UL Contracting Party is terminated as a CAB by GEC as a provider of EPEAT services, the UL Contracting Party will work with the Manufacturer for a orderly transition to a new CAB.

4. EPEAT Processes. According to the provisions of the appropriate standards, in order to maintain the EPEAT Registry, the UL Contracting Party maintains and operates a the EPEAT processes to verify the accuracy of Product Information.

GEC policies related to the EPEAT Processes are maintained on the EPEAT website and administered by the UL Contracting Party. In addition, if and when Manufacturer's Product(s) are selected for Verification, then the UL Contracting Party 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 60 days of CAB's request in accordance with applicable standards and Section 3(d), above.
- (c) EPEAT Program Staff will make all final decisions regarding Verifications ("**Decision(s)**"). Manufacturer may appeal EPEAT Program Staff's final outcome decisions to GEC according to GEC policies.
- (d) Once a Product is selected for Verification in a verification plan approved by EPEAT Program Staff, 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 EPEAT Program Staff.
- (e) If the Decision of the EPEAT Program Staff 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 EPEAT Program Staff to have repeated instances of nonconformance then they may recommend to the UL Contracting Party that Manufacturer be disqualified from further participation in EPEAT. On receiving such recommendation, the UL Contracting Party may terminate Manufacturer for cause.

5. Fees. Unless otherwise agreed in writing, the UL Contracting Party will bill Manufacturer for all fees associated with EPEAT Services initial and ongoing compliance, including but not limited to assessment, inspection, testing, product purchasing and shipping fees. These fees cover the assessment, inspection and testing activities along with site visits (as required), determined by the UL Contracting Party as appropriate for the scope, ongoing level verification rounds, and/or certification activities.

Annual Fees are determined by the Manufacturer's previous years Annual Sales for products declared on the EPEAT Registry. Additional fees may be charged to the Manufacturer based on the Products involvement in Verification Rounds. The Manufacturer shall be billed for any expenses for inspection, testing and product purchasing/shipping.

These fees shall not be mistaken for the additional fees required by the Manufacturer to GEC for Product Registry Access and Mark Usage. The UL Contracting Party does not grant EPEAT Marks and Badges.

6. 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 MANUFACTURER 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. THE UL CONTRACTING PARTY IS NOT PROVIDING LEGAL ADVICE, AND NO UL CONTRACTING PARTY PROVIDED SERVICE OR DELIVERABLE SHALL BE CONSTRUED OR INTERPRETED AS LEGAL ADVICE. IT IS MANUFACTURER'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 MANUFACTURER SHOULD CONSULT LEGAL COUNSEL FOR ADVICE ON THIS TOPIC. MANUFACTURER 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 MANUFACTURER'S PRODUCTS, SERVICES OR MANUFACTURER'S USE OF THE MARKS, INCLUDING ANY VIOLATION(S) OF 15 USC SEC 45, THE GREEN GUIDES OR OTHER APPLICABLE LAWS OR REGULATIONS.