

Building Indoor Air Quality Performance Certification Services Service Terms

These Service Terms will govern the Building Indoor Air Quality Performance Certification Services ("Services") by which the Client, sometimes referred to as Subscriber, can receive UL Indoor Air Quality Performance Certification for its buildings, floors within a building, or defined space within a building (each a "Building" and collectively, "Buildings") performed by UL Contracting Party ("we", "our", or "us" as the context requires and as identified in the Quotation or Project Confirmation) through its UL Environment division ("ULE"). ULE has established environmental standards for indoor air quality management, moisture management, and the evaluation of a Building's indoor air quality ("Certification Standards"), and a certification program for certifying those Buildings (the "Certification Program") that comply with the ULE's Standards for Indoor Air Quality Performance Certification for Buildings ("Certification Standards"). These Service Terms and the terms of the UL Japan Inc. Services Agreement ("JSA") are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for Services. The capitalized terms in these Service Terms which are not defined herein will have the same meaning as in the JSA.

The Certification Requirements include:

- Visual inspection of a Building and its systems
- Verification that key systems are installed and operating properly
- Review of existing maintenance and IAQ monitoring documentation (if existing)
- Interior moisture testing
- Testing for CO2 levels and particulates
- Sampling and testing for VOCs

Ongoing Certification Maintenance Requirements of the Certification include:

- Training of operations and maintenance staff
- Implementation of IAQ and moisture management plan
- Incident response and communication tools
- Annual audit and sampling

Client seeks to have certain Buildings that it owns, occupies, or operates evaluated for compliance with the Certification Standards. Upon satisfactory completion of Certification Requirements, Client may obtain authorization from UL Contracting Party to use the UL Indoor Air Quality Performance Certification for Buildings Mark on Client's Buildings, as applicable, that satisfy the Certification Standards (each, a "Certified Building") and related promotional materials. This authorization is contingent on Client's continued compliance with Ongoing Certification Maintenance Requirements (described above).

1. Audit, Sampling, and Analysis Results. Promptly upon reception of Audit, Sampling, and Analysis Results Report, Client shall pay to UL Contracting Party the invoiced service fees.

Certification Notification. Promptly upon notification to Client that a Building(s) has been approved as a Certified Building(s), Client shall pay to UL Contracting Party the Initial Certification Program Fees.

2. Assignment of Certification Date. UL Contracting Party will notify Client in writing of the Certification Date (the date of written notice from UL Contracting Party to Client that the applicable Building(s) complies with the Certification Standards), and the schedule with UL Contracting Party dates for Ongoing Certification Audits (as hereinafter defined), for each Certified Building, by providing to Client a completed Notification of Certification Date form. UL Contracting Party will assign the dates for Ongoing Certification Audits pursuant to UL Contracting Party's then-current Ongoing Certification Audit Procedures.

3. Authorization to Use UL Indoor Air Quality Performance Certification for Buildings Mark. Subject to the terms and conditions of the Service Agreement, effective upon Client's receipt of notice of the Certification Date for a Certified Building, Client is granted the limited, non-exclusive, non-transferable, non-sublicensable authorization to use the UL Indoor Air Quality Performance Certification for Buildings Mark solely on the Certified Building(s) or promotional materials referencing the Certified Building(s). Specific Guidelines for Certification Mark usage will be provided at time of certification.

4. Ownership and Use of the UL Indoor Air Quality Performance Certification for Buildings Marks (UL Certification Marks).

4.1 Ownership of UL Certification Marks. Client (i) acknowledges that, as between Client and UL Contracting, UL Contracting Party owns all rights, title and interests in the UL Certification Marks, (ii) agrees that it will do nothing inconsistent with that ownership and that nothing in this Service Agreement gives Client any right, title or interest in the UL Certification Marks other than the limited authorization to use the UL Certification Marks in accordance with this Service Agreement, (iii) acknowledges that all use of the UL Certification Marks by Client shall inure to the benefit of UL Contracting Party or its licensors, and (iv) agrees (a) to assist UL Contracting Party in recording this Service Agreement with appropriate government authorities at UL Contracting Party's request, (b) not to challenge UL Contracting Party's or any other UL Company's title to the UL Certification Marks, or attack the validity of the UL Certification Marks, the Certification Program, the Certification Standards, or this Service Agreement while this Service Agreement is in effect and thereafter, and (c) not to seek registration anywhere in the world of the UL Certification Marks or domain names incorporating any of the UL Certification Marks or oppose any application of UL Contracting Party or any other UL Company to register the UL Certification Marks anywhere in the world.

4.2 Modifications to the UL Certification Marks. Client acknowledges and agrees that UL Contracting Party has the right to modify or replace the UL Certification Marks in the Territory from time to time during the Term. UL Contracting Party will provide Client an example of the new UL Certification Marks, and Client must, within thirty (30) days of receipt, begin using such UL Certification Marks on the Certified Buildings and related materials and phase out its use of the replaced UL Certification Marks (in preexisting materials) over a reasonable period of time, but no longer than twenty four (12) months, at its sole cost and expense.

4.3 Standards for Use of UL Certification Marks. Client agrees: (i) to use the UL Certification Marks only in the form and manner and with appropriate legends as prescribed by UL Contracting Party, including in accordance with UL Contracting Party's UL Certification Mark Guidelines; (ii) to cooperate with UL Contracting Party in facilitating its control of all uses of the UL Certification Marks; (iii) to permit UL Contracting Party to inspect at Client's facilities uses of the UL Certification Marks; and (iv) supply UL Contracting Party with physical and/or photographic specimens showing Client's use of the UL Certification Marks prior to first use.

Within ten (10) days of any reasonable UL Contracting Party request, Client must submit sample advertising and/or materials for UL Contracting Party's review. If UL Contracting Party or any other UL Company determines at its sole discretion that Client is not using the UL Certification Marks properly or in accordance with the UL 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 so notify Client and Client must correct its usage of the UL Certification Marks or other marketing materials as requested, and provide to UL Contracting Party revised samples that are acceptable to UL Contracting Party as determined in its sole discretion. If Client fails to do so or UL Contracting Party determines that Client's actions cannot be remedied, UL Contracting Party may terminate the authorization to use the UL Certification Marks immediately in accordance with Section 8 of the JSA, at our sole discretion.

4.4 Infringement by Others. Client agrees to notify UL Contracting Party of any unauthorized use of the UL Certification Marks by others promptly as it comes to Client's attention. UL Contracting Party shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the UL Certification Marks. Nothing in this Service Agreement, however, shall require UL Contracting Party to take any action concerning any unauthorized use of the UL Certification Marks.

5. Disclaimer: Compliance with Laws and Regulations: and Indemnity. THE UL COMPANIES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES IN CONNECTION WITH THE UL INDOOR AIR QUALITY PERFORMANCE CERTIFICATION SERVICE AND 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. 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, INCLUDING IN VIOLATION OF 15 USC SEC 45, THE GREEN GUIDES OR OTHER APPLICABLE LAWS OR REGULATIONS.

6. Certified Product Quality Standards and Maintenance.

6.1 Certification Process and Documents. As between the parties, UL Contracting Party shall own all rights, title and interest in and to, and nothing herein shall grant Client any rights to use any of, the Certification Process and Documents including the selection of samples for testing and establishment of an indoor air quality management plan, moisture management plan, processes, analyses, know-how, formula, techniques and algorithms used by UL Contracting Party in the performance of the services under this Service Agreement.

6.2 Quality Obligations of Client. Client acknowledges and agrees that its use of the UL Certification Mark constitutes Client's declaration and representation that a Certified Building bearing the UL Certification Mark is covered by the Certification Program and conforms to all applicable requirements of the UL Contracting Party, including the Certification Standards. Client further covenants that: (i) all buildings advertised as Certified Buildings will comply with the Certification Standards upon which the Certified Building(s) were approved in the most recent Initial or Annual Confirmation Audit; (ii) Client will maintain an indoor air quality management and moisture management system that covers all Certified Buildings at all times while Client advertises buildings as Certified Buildings, and will follow such quality control system with respect to all such Buildings. Client acknowledges and agrees that (i) Client is responsible for the management and operation of its buildings and (ii) UL Contracting Party will rely on such systems to ensure consistent quality of any buildings that become Certified Buildings. Client agrees to notify UL Contracting Party of any complaints that Client receives that relate to a Certified Building's 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.

6.3 Improper Use. If at any time UL Contracting Party determines that Client has used the UL Certification Marks on, or in connection with, Buildings that are not certified or otherwise not in compliance with these Service Terms or UL Japan Inc. Services Agreement, UL Contracting Party may notify Client in writing of the mislabeling or misuse of the UL Certification Marks. Client must correct the labeling or usage of the UL Certification Marks as requested by UL Contracting Party, and notify UL Contracting Party of the corrective actions it has taken within thirty (30) days of Client's receipt of notice. Client further agrees that any unauthorized use or other misuse of the UL Certification Marks or other UL names, trademarks, certification marks or service marks will subject Client both to liability for breach of contract and to the remedies for such breach set forth in the UL Japan Inc. Services Agreement and in these Service Terms.

6.4 Right to Communicate Certification Status. UL Contracting Party shall have the right, but not the obligation, at all times, whether this Service Agreement is in effect, to communicate to the public accurately Client's current and past certification status and any impending action that UL Contracting Party might take with respect to such certification status, including but not limited to publication on the UL Website. UL Contracting Party shall have no liability to Client whatsoever for any harm caused Client by UL Contracting Party's communication thereof.

6.5 Corrective Action. Client agrees to take corrective actions, as instructed by UL Contracting Party and in UL Contracting Party's sole discretion, including but not limited to re-labeling and public notification of mislabeled building(s) or promotional materials to remedy any misuse of the UL Certification Marks or failure of Certified Building(s) to comply with the Certification Standards. All corrective actions shall be at Client's sole expense.

7. Client's On-Going Certification Audit and Reporting Obligations.

7.1 On-Going Compliance with Procedures. Client agrees to comply with UL Contracting Party's then-current Ongoing Certification Maintenance Requirements, including Annual Audit, Confirmation Air Sampling, documentation review, and re-training of facility staff. Client understands that they will be issued an additional Quotation for such Services. Client acknowledges that successful completion of Ongoing Certification Procedures is solely Client's responsibility, and that UL Contracting Party shall not be responsible for any failure of Client to complete audit prior to the applicable deadline for any reason, including but not limited to Client's unwillingness or inability to grant access to buildings to the UL Contracting Party in

sufficient time to permit completion of such audit. All information submitted by Client in connection with Ongoing Certification Audit shall be provided by Client at Client's expense.

7.2 Building Changes/Additional Testing. Client will provide written notice to UL Contracting Party of any changes in the building, building use, or maintenance processes or materials or renovation projects including new furnishings, new flooring, painting, ventilation and structural changes since the last Annual Certification Audit. On an annual basis, Client will provide written confirmation by submission of the Change Form to UL Contracting Party of any changes made or affirm that no such changes have been made or have occurred.

7.3 Annual Confirmation and Re-certification of Compliant Building and Space. Client shall pay to UL Contracting Party the applicable Annual Certification Fees by the designated annual recertification date. The Certified Building shall be deemed re-certified upon (i) receipt of all fees due the UL Contracting Party, and (ii) Client's meeting the requirements set forth in this Service Agreement, both as determined by UL Contracting Party in its sole discretion.

7.4 Non-Compliance. If, by any Ongoing Certification Audit deadline, (i) any or all Certified Buildings have not successfully completed Ongoing Certification Audit, (ii) UL Contracting Party has not received full payment of all fees owed by Client, or (iii) any Certified Building has failed such Audit, affected Certified Buildings shall become provisionally non-compliant pursuant to the Non Compliance Procedures.

8. Termination.

8.1 Termination by Client without Cause. Client may at any time, upon sixty (60) days-notice to UL Contracting Party, terminate this Service Agreement and/or the authorization granted under this Service Agreement with respect to one or more Certified Buildings. UL Contracting Party shall be under no obligation to refund any fees paid by Client. If Client discontinues ownership or lease of any Certified Buildings, Client shall immediately notify UL Contracting Party and the authorization shall terminate with respect to those Buildings.

8.2 Termination for Breach. In addition to the other termination provisions provided for in this Service Agreement, either party may terminate this Service Agreement if the other party (i) breaches any material term or condition of this Service Agreement (except as otherwise provided in Sections 4, 6 and 7) and fails to cure such breach within thirty (30) days after being provided written notice of the breach; (ii) becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or the like, under the law of the United States, for the benefit of creditors; or (iii) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or the like, under the law of the United States, for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

8.3 Other Termination Events.

8.3.1 Termination of authorization with respect to specific Certified Buildings.

UL Contracting Party may terminate the authorization to use the UL Certification Marks with respect to Certified Buildings without further right to cure if Client:

- i. Fails to pay any fees due in connection with the Certified Buildings within thirty (30) days of the due date of such fees;
- ii. Becomes de-certified pursuant to UL Contracting Party's then-current procedures.

- iii. Fails to correct improper usage of the UL Certification Marks as set forth in Section 4.2; or
- iv. Fails to take corrective action as required by UL Contracting Party pursuant to Section 6.5.

9. Effect of termination or expiration.

9.1 Termination or Expiration of authorization with respect to Certified Buildings. Upon termination or expiration of the authorization with respect to Certified Buildings, formerly Certified Buildings that are de-certified pursuant to Section 8.3.1 shall be deemed "Non-Compliant Building(s)" and shall be deemed "De-Certified Buildings." Client agrees:

- i. To cease marking Non-Compliant Buildings with the UL Certification Marks immediately and to remove the UL Certification Marks from any Non-Compliant Buildings previously marked, and to cause its agents and marketers to do the same;
- ii. To amend all marketing and promotional materials so as to reflect accurately the certification status of the Non-Compliant Buildings and De-certified Buildings, and to cause its agents and marketers to do the same; and
- iii. That UL Contracting Party may take any and all actions necessary so as to communicate to the public the certification status of Client's buildings.

9.2 Termination or Expiration of this Service Agreement. Upon termination or expiration of this Service Agreement, Client agrees, in addition to that set forth in Section 9.1 above:

- i. To destroy all printed materials, including marketing and promotional materials and advertising bearing the UL Certification Marks, and use commercially reasonably its best efforts to cause its agents and distributors to do the same, no later than three (3) months of such expiration or termination, and provide written notice of such destruction to UL Contracting Party;
- ii. To cooperate with UL Contracting Party or its appointed agent to apply to the appropriate authorities to cancel any recording of this Service Agreement from all government records; and
- iii. That, as between Client and UL Contracting Party, all rights in the UL Certification Marks and the goodwill associated therewith shall remain the property of UL Contracting Party.