

Owner: Director of Finance and Contracts Management	P 26: Issue 1, Rev 4
Approver: CEO	Date of Approval: February 4, 2020

**GREEN ELECTRONICS COUNCIL EPEAT
LICENSE AND PARTICIPATING MANUFACTURER AGREEMENT**

THIS AGREEMENT, including all Schedules and Exhibits attached hereto (this "Agreement"), is entered into as of the date indicated below (the "Effective Date"), between Green Electronics Council ("GEC"), an Oregon, U.S.A., not-for-profit corporation and _____, a _____ corporation ("Participating Manufacturer"). GEC and Participating Manufacturer will be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

GEC is the owner of certain valuable trademarks as defined in Section 6 of the Agreement (the "Marks"), including the name EPEAT and stylized marks EPEAT Bronze, EPEAT Silver, EPEAT Gold, and the EPEAT logo, as shown on Exhibit 1. GEC operates an on-line database (the "EPEAT Registry") listing electronic products that meet the criteria associated with the Marks. The EPEAT Registry is viewable by the public without charge at URL www.epeat.net (the "Website").

Participating Manufacturer is in the business of designing and marketing one or more unique brands of electronic products.

Participating Manufacturer may enter products (once so entered, "Products") into the EPEAT Registry by (1) entering into this Agreement; (2) paying the EPEAT License Fee (the "Fee") as specified in this Agreement; (3) entering into a binding agreement with a GEC approved Conformity Assessment Body (the "CAB"); (4) declaring certain information related to the environmental and social characteristics of their products ("Product Information") to the CAB, as defined by the EPEAT Policy Manual on the Website; and (5) gaining approval of Product Information by the CAB.

Participating Manufacturer would like their Product Information to appear on the EPEAT Registry after it is declared to and approved by a CAB, and also desires to purchase a license for use of the Marks on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Term and Termination.

(a) Term and Fee. Participating Manufacturer agrees to pay GEC the Fee amount that is published on the [Website](#) as of the Effective Date of this Agreement. The initial term of this Agreement will begin upon the date of GEC's receipt of the Fee ("Receipt Date") and will continue for one year. Participating Manufacturer may enter products into the EPEAT Registry only after getting approval of the Product Information by a CAB and GEC's receipt of Participating Manufacturer's payment of the Fee and this signed agreement. If the Fee is not received by GEC within 60 days of the Effective Date, this Agreement will become null and void.

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(b) Renewal. The Agreement will automatically renew for successive one year terms (each a "Renewal Period") on each one-year anniversary of the Receipt Date ("Renewal Date") under the then-current GEC EPEAT License and Participating Manufacturer Agreement (the "Renewal Agreement") terms. Participating Manufacturer agrees to pay GEC the then-current amount that is published on the Website ("Renewal Fee") as of 30 days before the Renewal Date. If the Renewal Fee is not received by GEC within 30 days of the Renewal Date, GEC may, but is not obligated to, remove Participating Manufacturer's products from the EPEAT Registry and will no longer be required to perform its obligations under Section 5 of this Agreement until it receives the Renewal Fee. If the Renewal Fee is not received by GEC within 180 days of the Renewal Date, Participating Manufacturer's products will be removed from the EPEAT Registry, this Agreement and all licenses granted by GEC to Participating Manufacturer under this Agreement will terminate, and such termination will be deemed for Cause for purposes of Section 1(c) below. Participating Manufacturer's payment of the Renewal Fee to GEC will constitute Participating Manufacturer's acceptance of the terms and conditions of the Renewal Agreement as published on the Website on the Renewal Date. Participating Manufacturer understands and agrees that the Renewal Agreement and Renewal Fee in any given year may differ from the terms of this Agreement and its associated Fee. The Renewal Agreement and Renewal Fee published on the Website and identified as being effective as of Participating Manufacturer's Renewal Date will apply to any Renewal Period. This Agreement may be updated as reflected on the Website, which updates will be binding on the Parties within 45 days of notice provided by GEC. Updates to the Renewal Agreement will not change the Renewal Date.

(c) Termination.

i. By Participating Manufacturer. Participating Manufacturer may at any time and without cause terminate this Agreement by giving 30 days advance written notice of termination to GEC. In case of Participating Manufacturer's voluntary termination, Participating Manufacturer is not entitled to a refund of any Fee or Renewal Fee.

ii. By GEC. GEC may terminate this Agreement for cause by giving 30 days' advance written notice for Participating Manufacturer's (i) nonpayment of the applicable Fee or Renewal Fee, (ii) breach of or noncompliance with this Agreement which remains uncured for more than 30 days after written notice thereof from GEC to Participating Manufacturer, (iii) bankruptcy or general assignment for the benefit of creditors, (iv) disqualification, as determined by and recommended by Participating Manufacturer CAB to GEC (v) disqualification, as determined by GEC, for causes not otherwise described herein, the criteria for which will be made known to all Participating Manufacturers 90 days before any such disqualification (each of (i) – (v) are hereafter referred to as "Cause"). A termination of this Agreement for Cause will not entitle Participating Manufacturer to the return of any portion of the Fee or Renewal Fee.

2. Invoicing. GEC will invoice Participating Manufacturer for the Renewal Fee at least 30 days before the Renewal Date. At GEC's request, Participating Manufacturer will

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provide data to substantiate, in GEC's sole judgment, that Participating Manufacturer is paying the correct Fee.

3. Payment. Participating Manufacturer may enter new products or edit existing products in the EPEAT Registry only after GEC receipt of Participating Manufacturer's payment of the Fee or Renewal Fee. Failure to pay the Renewal Fee within 30 days after the Renewal Date will authorize GEC, at its sole discretion, to remove Participating Manufacturer's Products from the EPEAT Registry and revoke and terminate Participating Manufacturer's License and any other rights afforded Participating Manufacturer under this Agreement or any Renewal Agreement without notice.

4. Obligations of Participating Manufacturer. During the Term of this Agreement, and any Renewal Periods thereafter, Participating Manufacturer will bear sole responsibility for and will:

- (a) Appoint a liaison (the "Participating Manufacturer Liaison") to interact with GEC on behalf of the Participating Manufacturer regarding the subject matter of this Agreement;
- (b) Comply with EPEAT Policy Manual published on the Website.
- (c) Comply with any new or revised requirements in the EPEAT Policy Manual or other relevant EPEAT program documents within 60 days of their publication on the Website;
- (d) Only use the Marks subject to the terms of Section 6 of this Agreement;
- (e) Within the timeframe specified in the EPEAT Policy Manual published on the Website, as respects any Product Information declared to a CAB by Participating Manufacturer, provide to GEC the information identified in the Verification Requirements (as defined in applicable standards or EPEAT documents). Failure to comply with such request may result in immediate removal of the Product Information from the EPEAT Registry;
- (f) Each year, provide to GEC, or to a GEC designated third party, data on the unit sales of Participating Manufacturer's Products in the previous calendar year in the countries in which those Products are registered, in order for GEC to estimate and publicly report the sustainability benefits, market impact, and general effectiveness of EPEAT registered products. The deadline date for the submission of this data, identity of GEC-designated third parties, and the format of this data will be published by GEC on the Website;
- (g) Sign and perform all obligations in the GEC Logo/Trademark Use Authorization form attached as Exhibit 2, which is incorporated into this Agreement by this reference;
- (h) Inform GEC of any material changes to Participating Manufacturer's organization or operations that may affect its ability to meet the requirements of the EPEAT Policy Manual.

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Participating Manufacturer also understands and agrees that:

(i) Participating Manufacturer may declare its Product Information to one or more CABs. Participating Manufacturer's Product Information will appear on the EPEAT Registry only when the Product Information is declared to and approved by a CAB subject to CAB's rules and procedures and to EPEAT Requirements as defined in EPEAT Requirements of CABs and Conformity Assurance Procedures

(j) Participating Manufacturer may declare to a CAB only Product Information related to Products as they are sold in one or more specific countries;

(k) The EPEAT Registry supports Product Information as related to the sale of Products in only certain countries. GEC is solely responsible for determining which countries are supported by the EPEAT Registry. GEC may add or remove countries to/from the list of supported countries.

(l) By declaring Product Information to a CAB, Participating Manufacturer is solely responsible for ensuring and hereby represents and warrants that all Product Information uploaded to the EPEAT Registry is accurate in all material respects and that all units that are sold by Participating Manufacturer of the subject Product in the applicable country(ies) conform with each of the criteria, as published on the Website, (the "Criterion(a)") entered for the Product in that country by the Participating Manufacturer.

(m) According to the Product Information declared by Participating Manufacturer to a CAB, GEC will assign each Product as registered in each country the designation as EPEAT Bronze, EPEAT Silver, or EPEAT Gold (each, a "Designation") corresponding to the appropriate level identified in the adopted EPEAT standard applicable to the Product. Because Participating Manufacturer may specify conformance to different Criteria in different countries, Participating Manufacturer understands that a Product may have different Designations in different countries.

(n) The Product Information declared to the CAB will include a clear description of the Product that conforms to the Criteria indicated and should include the Product Energy Star Unique Product Identifier, when applicable.

(o) By uploading the Product Information, Participating Manufacturer acknowledges that all such Product Information relating to the Criterion(a) claimed for such Product in each country is subject to verification by the CAB to which it is declared;

(p) Participating Manufacturer will keep all Product Information declared to the CAB up to date and will remove the Product and its Product Information when the Product is no longer available for sale in the countries specified with the Product Information. "Up to date" means that the declared Product Information will be accurate in all material respects for all units of the subject Product sold by Participating Manufacturer in the indicated countries while the Product Information appears on the EPEAT Registry.

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5. Obligations of GEC. During the Term of this Agreement, and any Renewal Periods thereafter, GEC will bear sole responsibility to and will:

- (a) Maintain the Website and the EPEAT Registry,
- (b) Develop, maintain, and implement the processes necessary, in such manner and using such methodology as it reasonably determines, to maintain the credibility and consistency of the EPEAT Registry, including the processes to qualify and approve third-party CABs and assure appropriate program training, consistency of verification processes and decisions, and overall quality control,
- (c) Estimate, publicize, market, and publicly report, in such manner and using such methodology as it reasonably determines, the EPEAT Registry and the value and sustainability benefits of purchasing EPEAT-registered Products and,
- (d) Communicate to Participating Manufacturers any new or revised requirements in the EPEAT Policy Manual as published on the Website.

6. License.

(a) Subject to the terms and conditions of this Agreement, GEC grants to Participating Manufacturer, and Participating Manufacturer accepts, a non-exclusive, non-transferable (and without the right to sublicense) license (the "License") to use the Marks displayed on Exhibit 1 in connection with the promotion of the Products active on the EPEAT Registry for the term of this Agreement. GEC represents and warrants that GEC is the exclusive owner of the Marks, and GEC warrants that it is authorized to grant this license. Participating Manufacturer affirms that it has no ownership interest in the Marks and agrees that it will do nothing inconsistent with GEC's ownership of the Marks. Nothing in this Agreement will give Participating Manufacturer or any third party any right, title, or interest in the Marks other than as is expressly provided in this Agreement.

(b) All EPEAT-related advertising, promotional, marketing and related uses of the Marks by Participating Manufacturer will conform to standards set by GEC as published on the Website. Claims made by Participating Manufacturers about the EPEAT and Registered products will conform to standards set by GEC as published on the Website. Participating Manufacturer will cooperate with GEC in facilitating GEC's control of the nature and quality of the use of the Marks. At GEC's reasonable request, Participating Manufacturer will submit representative examples of any of its advertising and promotional materials utilizing the Marks or claims about EPEAT to GEC for GEC's review in order to verify compliance with this License.

(c) The License granted herein will automatically terminate upon the termination of this Agreement for any reason. Upon termination of the License, Participating Manufacturer must immediately terminate its use of the Marks.

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(d) The Marks may only be associated with Products which actively appear on the EPEAT Registry and may only be used in a manner consistent with the level assigned by GEC pursuant to the EPEAT Policy Manual in the appropriate country.

(e) In no event will GEC require Participating Manufacturer to use any of the Marks.

(f) Participating Manufacturer will not in any way imply that EPEAT or GEC endorses, approves, or rates Participating Manufacturer.

(g) Notwithstanding anything to the contrary in this Agreement, Participating Manufacturer acknowledges that GEC may not have registered or otherwise sought or obtained legal protection for the use of the Marks, and therefore GEC cannot and does not warrant or represent that it or any of its licensees may enforce common law or statutory rights against infringers.

7. Warranty.

(a) GEC warrants to Participating Manufacturer that, during the Term of this Agreement ("Warranty Period") that the Website will substantially achieve the functionality described herein and that such functionality will be substantially maintained in subsequent upgrades to the Website. GEC does not warrant the Website's performance or that any Website application will be error-free. GEC's sole liability for any breach of this warranty will be, in GEC's sole discretion, to use commercially reasonable efforts to modify the Website to substantially achieve the functionality described herein. GEC will have no obligation with respect to a warranty claim subject to this Section 7 unless written notice of such claim arising within the Warranty Period is sent to GEC.

(b) EXCEPT AS PROVIDED IN SECTION 7(a), GEC HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, AND GEC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Limitation of Liability.

(a) IN NO EVENT WILL GEC BE LIABLE TO PARTICIPATING MANUFACTURER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT GEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

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(b) IN NO EVENT WILL GEC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE LATEST FEE OR RENEWAL FEE PAID BY PARTICIPATING MANUFACTURER. NOTWITHSTANDING THE FOREGOING, THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GEC'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

9. Indemnification.

(a) Subject to the terms of this Agreement, Participating Manufacturer will protect, defend, indemnify, and hold GEC, and its executors, successors and assigns, and their respective officers, directors, agents, shareholders and employees, if any (each, a "GEC Indemnatee") harmless from and against any claims, losses, damages, costs and expenses, including reasonable attorneys' fees, suffered by a GEC Indemnatee to the extent that the claims, losses, damages, costs and expenses, including reasonable attorneys' fees, result from or relate to any breach of any of the representations, warranties, covenants, or agreements of Participating Manufacturer in this Agreement.

(b) Subject to the terms of this Agreement, GEC will protect, defend, indemnify, and hold Participating Manufacturer, and its executors, successors and assigns, and their respective officers, directors, agents, shareholders and employees, if any (each, a "Participating Manufacturer Indemnatee") harmless from and against any claims, losses, damages, costs and expenses, including reasonable attorneys' fees, suffered by a Participating Manufacturer Indemnatee to the extent that the claims, losses, damages, costs and expenses, including reasonable attorneys' fees, result from or relate to any breach of any of the representations, warranties, covenants, or agreements of GEC in this Agreement.

10. Confidentiality

(a) Disclosure by Participating Manufacturer. It is anticipated that Participating Manufacturer in performance of this Agreement may disclose certain confidential and/or proprietary information to GEC or to third parties engaged in Product Verification.

(b) Confidential Treatment. GEC will treat as confidential any information disclosed to or obtained by it from Participating Manufacturer, whether disclosed or obtained before or after the Effective Date, which relates to Participating Manufacturer or any of its subsidiaries or affiliates, including, information relating to the services, software, products, sales data, customers, potential customers, procedures, strategies or other business information respecting Participating Manufacturer and/or any of its subsidiaries or affiliates (the "Confidential Information").

(c) Definition of Confidential Information. "Confidential Information" as defined in Section 10(b) above will include only that written documentation clearly marked "Confidential" on the face thereof, and will not include (i) information which is publicly available at the time of GEC's receipt thereof from Participating Manufacturer, (ii) information which, after GEC's receipt thereof from Participating Manufacturer becomes publicly

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available through no act or fault of GEC; (iii) information which GEC can show was lawfully in GEC's possession prior to the receipt thereof from Participating Manufacturer; (iv) information which was lawfully received by GEC from a third party who was lawfully in possession of such information and under no obligation of secrecy with respect thereto; (v) information which Participating Manufacturer has approved in writing to GEC for release by GEC without restriction (vi) Product Information Participating Manufacturer declares to a CAB, (vii) conformity decisions and information described in Product Registration and Maintenance Agreement(s); and (viii) information required to be disclosed by service of a subpoena or other governmental process, but only after notification to the owner of such information and an opportunity for that owner to seek protection from disclosure.

(d) Disclosure Restrictions. GEC will not disclose Confidential Information except to the directors, officers, or employees of GEC having a need-to-know, or to agents of or contractors to GEC having a need-to-know who are also subject to a written obligation of confidentiality with respect to such information. When GEC is required by law or authorized by contractual commitments to release Confidential Information, Participating Manufacturer will, unless prohibited by law, be notified of the information provided.

(e) Compliance Procedures. GEC agrees to advise any Parties to whom Participating Manufacturer's Confidential Information is disclosed of their obligations hereunder and to ensure compliance by such Parties with the terms hereof.

(f) Retention and Return. Upon termination of this Agreement by either party, GEC may destroy, retain or return to Participating Manufacturer, at GEC's option, all documents and materials provided by Participating Manufacturer, together with any copies or notes derived therefrom.

(g) Injunctive Relief. As monetary damages may be insufficient to remedy any breach of this Section 10, or any breach of Section 6, Participating Manufacturer will be entitled to immediate equitable relief, including injunctive relief and specific performance, as remedies for any such breach. Such remedies will not be the exclusive remedies for any breach but will be in addition to all other remedies available at law or equity.

11. Dispute Resolution.

(a) Informal Dispute Resolution. Subject to Section 10(g) above, in the event that any dispute, controversy or claim arises under or in connection with this Agreement (a "Dispute"), the Participating Manufacturer Liaison and GEC each will notify the other in writing describing the Dispute. Thereafter the Participating Manufacturer Liaison and GEC will meet or converse to discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute. If the Participating Manufacturer Liaison and GEC are unable to resolve the Dispute within 15 days after the referral of the Dispute to them, then each party will appoint one senior executive who is not involved on a day-to-day basis with the subject matter of this Agreement. Such senior executives will meet to discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute. If the senior executives are unable to resolve the Dispute

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within fifteen 15 days, the Dispute may be terminated pursuant to Section 11(b) or it will be submitted for arbitration.

(b) Failure to Informally Resolve; Termination. If the appointed senior executives are unable to resolve the Dispute within 15 days after referral of the Dispute to them by GEC and the Participating Manufacturer Liaison, this Agreement may be immediately terminated by GEC or Participating Manufacturer within 30 days after referral of the Dispute to them. Upon termination, Participating Manufacturer will immediately cease any further use of the Marks in any manner whatsoever.

(c) Arbitration. If the appointed senior executives are unable to resolve the Dispute within 15 days after referral of the Dispute to them, and neither Party terminates the Agreement pursuant to Section 11(b), then either party may submit the Dispute to binding arbitration in Portland, Oregon with a professional arbitration service selected by the Parties and, in that event only, the further conditions set forth in this paragraph 11(c) will apply. If the Parties do not otherwise agree on an arbitration service, arbitration services will be provided in Portland, Oregon pursuant to the rules of the International Chamber of Commerce. The costs of arbitration, including the fees and expenses of the arbitrator, will be shared equally by the Parties unless the arbitration award provides otherwise. Each party will bear the cost of preparing and presenting its case. The Parties agree that this section and the arbitrator's authority to grant relief will be subject to the United States Arbitration Act, 9 U.S.C. §§ 1-6, et seq. ("USAA"), the provisions of this Agreement, and the ABA-AAA Code of Ethics for Arbitration in Commercial Disputes. The Parties agree that the arbitrator will have no power or authority to make any award that provides for punitive or exemplary damages. The arbitrator's decision will be final, binding and non-appealable. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings will be governed by the USAA

(d) Equitable Relief. The provisions of this Section will not be construed to prevent a party from seeking a temporary restraining order or injunctive or other equitable relief in appropriate cases or instituting litigation to compel compliance with this informal dispute resolution process.

(e) Exclusive Remedy. The Parties do not intend the remedies contained in this Section 11 to be exclusive of other remedies that may be available to them at law or equity, and to obtain damages (subject to the limitations herein) or equitable relief.

(f) Court. The Parties agree to submit to the jurisdiction of the U.S. District Court for the District of Oregon. If the U.S. District Court for the District of Oregon refuses to take jurisdiction, then the Parties agree to submit to the jurisdiction of the state and/or federal courts where jurisdiction and venue is proper.

12. Miscellaneous Provisions.

(a) Notices. All notices required or permitted to be given under this Agreement will be in writing. Notices may be served by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; or personally. Mailed notices

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will be deemed delivered 5 days after mailing, properly addressed. Couriered notices will be deemed delivered on the date that the courier warrants that delivery will occur. Personal delivery will be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, notices will be delivered to the Parties at the addresses set forth below:

For GEC: Green Electronics Council
 c/o WeWork
 830 NE Holladay St. Portland, OR 97232
 Telephone: 503-279-9383

For Participating Manufacturer:

Name: _____
Address: _____
Address: _____
Phone: _____
E-mail: _____

(b) Section Headings. The section headings in this Agreement are for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

(c) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, U.S.A., without respect to Oregon's rules governing conflicts of laws.

(d) Survival. Notwithstanding any provision to the contrary contained in this Agreement, Sections 8, 9, 10, 11, and 12 will survive any termination of this Agreement.

(e) Severability. Any provision of this Agreement that is deemed invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Agreement.

(f) Integration; Amendment. This Agreement constitutes the entire agreement of the Parties relating to the subject matter of this Agreement. There are no promises, terms, conditions, obligations, or warranties other than those contained in this Agreement. This Agreement supersedes all prior communications, representations, or agreements, verbal or written, among the Parties relating to the subject matter of this Agreement. This Agreement may not be amended except in writing executed by the Parties.

(g) Waiver. No provision of this Agreement will be waived unless the waiver is in writing signed by the waiving party. No failure by any party to insist upon the strict performance of any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, will constitute a waiver of any such breach, of such

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provision or of any other provision. No waiver of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

(h) Attorneys' Fees. If any suit, action or arbitration proceeding arising out of or related to this Agreement is brought by any party, the prevailing party or Parties will be entitled to recover reasonable attorneys' fees and costs incurred by such party or Parties in such suit, action or proceeding, including without limitation any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit, action or proceeding.

(i) Binding Effect. This Agreement will bind and inure to the benefit of, and be enforceable by, the Parties and their respective successors, heirs, and permitted assigns. Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed.

(j) No Third-Party Beneficiary Rights. No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement will have any right to enforce any term of this Agreement.

(k) Counterparts. This Agreement may be executed in counterparts, all of which when taken together will constitute one agreement binding on both Parties, notwithstanding that both Parties are not signatories to the same counterpart.

(l) Electronic or Facsimile Signatures. This Agreement may be executed by electronic or facsimile signatures, each of which will be deemed an original and will be binding upon each of the undersigned as if signed in the original.

(m) Authorized Signature. Each individual signing this Agreement below represents and warrants, on behalf of their respective principals, that they are duly authorized to sign this Agreement and to bind GEC or Participating Manufacturer, as applicable, to the terms and conditions of this Agreement as set forth herein.

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IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of _____, 20__ (the "Effective Date").

Green Electronics Council

PARTICIPATING MANUFACTURER

By: _____

By: _____

Nancy Gillis
 CEO
 830 Holladay St. Portland, OR 97239
 Telephone: 503-279-9383
 E-mail: ngillis@greenelectronicscouncil.org

Name: _____

Title: _____

Address: _____

Date: _____

Telephone: _____

E-mail: _____

Date: _____

EXHIBIT 1

Marks

EPEAT Program Mark

EPEAT Gold certification Mark

EPEAT Silver certification Mark

EPEAT Bronze certification Mark


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EXHIBIT 2

GEC Logo/Trademark Use Authorization

The Green Electronics Council (GEC), managers of the ecolabel known as EPEAT, requests a royalty-free, irrevocable, non-exclusive, worldwide right and consent, exercisable at GEC's sole discretion, to use the logos and trademarks owned by or licensed to the undersigned ("Participating Manufacturer") solely for the acknowledgment of Participating Manufacturer's participation (whether past or present) in EPEAT. Participating Manufacturer hereby authorizes GEC to use all logos and trademarks that Participating Manufacturer provides to GEC in connection with the parties' agreement(s) (collectively, the "Manufacturer Marks") via electronic, online, print or verbal means in any media now known or hereafter developed. This right and consent extends to any successor in interest to GEC's EPEAT program.

Participating Manufacturer further authorizes GEC to use all product specifications, data, and other intellectual property provided to GEC in connection with any current or future agreement between GEC or any of its divisions, on the one hand, and Participating Manufacturer or any of its affiliates, on the other hand (collectively, the "Product IP"), solely for purposes of performing GEC's obligations under such agreement(s).

Participating Manufacturer represents and warrants that it has full power, right, and authority to grant to GEC the authorizations granted in this agreement, and that it owns or has a license to use (and sublicense) the Manufacturer Marks and the Product IP.

In order to ensure the accuracy of the Manufacturer Marks, Participating Manufacturer agrees to provide GEC with the current Manufacturer Marks, along with any subsequent changes. Participating Manufacturer must also notify GEC if Participating Manufacturer's rights to use the Manufacturer Marks or Product IP are terminated or restricted in any manner affecting the authorizations granted to GEC.

Participating Manufacturer hereby promises to indemnify, defend and hold GEC harmless from any and all claims, costs and expenses incurred by GEC relating thereto, including attorney fees, insofar as the claim relates to the use by GEC of the Manufacturer Marks or Product IP as permitted by this agreement. Other than the rights granted here, GEC acknowledges that it has no other rights for use of or in the Manufacturer Marks or Product IP.

LOGO/TRADEMARK ARTWORK REQUIREMENTS

To ensure GEC uses the correct logo/trademark, please provide two (2) digital files of your logo/trademark according to the format requirements below:

- One (1) logo in color on a white background
- One (1) logo in color or white (color preferred) on a black background
- EPS format with native vector artwork is preferred (Adobe Illustrator)
- PSD, JPEG, TIFF, BMP, GIF or PNG formats also accepted, if at a minimum 300 dpi and 5" width

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