

Owner: CFO	QP 26; Issue 1, Rev 0
Approver: CEO	Date of Approval: June 30, 2015

PRODUCT REGISTRATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, including all Schedules and Exhibits attached hereto, if any, (this “**Agreement**”), is entered into as of the date indicated below (the “**Effective Date**”), between Green Electronics Council., an Oregon, USA, not-for-profit corporation (“**GEC**”), and _____, a _____ (state or country) corporation (“**Subscriber**”). GEC and Subscriber may be referred to as the “**Parties**”.

RECITALS:

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

AGREEMENT:

NOW, THEREFORE, the Parties agree as follows:

1. Term and Termination.

(a) Term. The term of this Agreement shall begin on the Effective Date, upon condition of payment of the PRE Fee (the “**Fee**”), and continue for a period of one (1) year (“**Term**”). The Agreement shall automatically renew for successive one (1) year terms subject to the conditions set forth in Section 1(b) below, each such renewal commencing on each one year anniversary after the Effective Date (“**Renewal Date**”), and ending one year thereafter (the “**Renewal Period**”).

(b) Renewal. The Agreement shall automatically renew for successive one year Terms under GEC’s then-current Product Registration and Maintenance Agreement (the “**Renewal Agreement**”) on Subscriber’s payment of the then-current renewal fee. The fee for renewal (“**Renewal Fee**”) shall be at the then-current rate, which, along with an electronic copy of the Renewal Agreement, will be posted on the Website. Subscriber’s payment of the Renewal Fee to GEC shall constitute Subscriber’s acceptance of the terms and conditions of the Renewal Agreement as posted on the Website on the Renewal Date. Subscriber 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 posted on the Website and identified as being effective as of Subscriber's Renewal Date shall apply to any Renewal Period.

(c) Termination. Subscriber may at any time and without cause terminate this Agreement by giving thirty (30) days advance written notice of termination to GEC. Subscriber shall not be entitled to any refund of the Fee or Renewal Fee unless Subscriber declares its Product Information through a different GEC approved Product Registration Entity within sixty (60) days of terminating this Agreement, in which case GEC shall provide a pro-rated refund of the Fee or Renewal Fee, as appropriate. GEC may terminate this Agreement for cause by giving thirty (30) days' advance written notice for Subscriber's (i) nonpayment of the applicable Fee or Renewal Fee, (ii) breach of or noncompliance with this Agreement which remains uncured for more than thirty (30) days after written notice thereof from GEC to Subscriber, (iii) bankruptcy or general assignment for the benefit of creditors, (iv) disqualification, as determined by and recommended to PRE, by the Product Verification Committee in accordance with Section 7 (below), or (v) disqualification, as determined by GEC, for causes not otherwise here described, the criteria for which are made known to all Subscribers thirty (30) days before any such disqualification. A termination of this Agreement "for cause" shall not entitle Subscriber to all or any portion of the Fee or Renewal Fee.

2. Fee, Renewal Fee, and Invoicing. Subscriber agrees to pay the applicable Fee or Renewal Fee for each Renewal Period in the amount that is posted on the Website and identified as effective as of the Effective Date or Renewal Date of this Agreement, as applicable. In the case of renewal, GEC should invoice Subscriber for the Renewal Fee forty five (45) days before the Renewal Date. At GEC's request, Subscriber shall provide data to substantiate, in GEC's sole judgment, that Subscriber is paying the correct Fee.

3. Payment. The Fee or any Renewal Fee shall be paid to GEC in immediately available funds upon the Effective Date or Renewal Date of this Agreement. Subscriber's failure to pay the Renewal Fee within thirty (30) days of the Renewal Date shall authorize GEC, in its sole discretion, to 1) disapprove Product Information related to the Product (thus removing it from the EPEAT Registry), and 2) revoke and terminate this Agreement, and any other rights afforded Subscriber under this Agreement or any Renewal Agreement, without notice.

4. Obligations of Subscriber. During the Term of this Agreement, and any Renewal Periods, Subscriber will bear sole responsibility to and shall:

(a) Appoint a liaison (the "**Subscriber Liaison**") to interact with PRE on behalf of Subscriber as respects this Agreement and to whom will be granted access to the facility provided by PRE through which Subscriber may enter product information (the "**Declaration Portal**") into PRE's declaration database (the "**Database**"). Subscriber's Liaison will bear sole responsibility to further delegate and manage responsibilities within Subscriber's organization for entering such information into the Database via the Declaration Portal;

(b) Enter into the Database via the Declaration Portal the Product Information which Subscriber elects, in its sole discretion, to declare under this Agreement related to the Products as they are sold by Subscriber in one or more specific countries;

(i) The Database supports Product Information as related to the sale of Products in only certain countries. Subscriber understands that they cannot enter Product Information as it relates to sales in countries that are not supported on the Database. PRE is solely responsible for determining what countries are supported and therefore for which countries Subscriber may enter Product Information. PRE may add or remove countries to/from the list of supported countries from time to time.

(ii) In entering Product Information, Subscriber 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 Subscriber of the subject Product in the applicable country(ies) conform with the Product Information entered for the Product in that country by Subscriber.

(iii) Subscriber understands that according to the Product Information that Subscriber 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 Subscriber may enter different Product Information for the same Product in different countries, Subscriber understands that a Product may have different Designations in different countries. In addition, PRE may establish alternative designations for Products conforming with other standards.

(iv) The Product Information declared to the PRE shall include a clear description of the subject Product that conforms to the Criteria.

(v) By entering the Product Information, Subscriber acknowledges that all such Product Information is subject to Product Verification, as described in Section 7 (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 Subscriber in the indicated country(ies) while the Product Information is in the Database. Subscriber shall remove any materially incorrect Product Information within thirty (30) days of discovery. Subscriber may also remove from the Database, at any time and in Subscriber’s sole discretion, any Product registered by Subscriber.

(d) Within thirty (30) days of PRE’s request, or PRE’s agent’s request, as respects any Product Information declared, provide to PRE the information identified in the Verification Requirements (as defined within the applicable standard or EPEAT Registry guidance) to enable Product Verification as further described in Section 7 (below). Failure to provide such information within thirty (30) days of a request under this subsection may result in PRE not approving the Product Information for inclusion on the EPEAT Registry.

(e) **Acknowledge that, in addition to the provisions of this Agreement, in order for the Product Information to appear on the EPEAT Registry, Subscriber must sign a separate LSA with GEC and pay the applicable fees defined therein. Further, Subscriber acknowledges that they may choose other GEC approved Product Registration Entities to whom to declare their Product Information as necessary to have the Product Information appear on the EPEAT Registry.**

(f) Keep a record of all complaints known to it relating to compliance with requirements of the EPEAT system

(g) comply with GEC's requirements regarding use of the EPEAT mark and make claims consistent with GEC's Style Guidelines on the use of EPEAT

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

(a) Fulfill in all material respects the obligations of a Product Registration Entity, by establishing and maintaining a Declaration Portal, verifier qualification program and list of qualified verifiers, and providing Product Verification pursuant to and in accordance with Section 7 (below),

(b) At certain times as determined by PRE, review with the Subscriber Liaison or other responsible party identified by Subscriber the Product Information that Subscriber has entered into the Database, in order to ensure that Subscriber understands the criteria and the declaration process and fully intends to make the declarations that are being made ("**Desk Review**"). PRE may not approve Product Information for inclusion on the EPEAT Registry until completion of Desk Review. This Desk Review shall in no way diminish Subscriber's sole responsibility for the accuracy of Product Information as set forth in Section 4(b)(ii) (above) and is entirely independent of Product Verification as set forth in Section 7 (below).

6. Intentionally omitted.

7. Product Verification. According to the provisions of "EPEAT Program Guidelines" and "EPEAT Product Registration System" (available on the Website), in order to maintain high credibility of the EPEAT system GEC maintains and operates a program to verify the accuracy of Product Information (such verification, individually and collectively, is termed "**Verification**" or "**Product Verification**"). Policies related to Verification are maintained on the Website and administered by PRE. In addition, if and when Subscriber's Product(s) are selected for Verification then PRE will communicate all related policies and procedures to Subscriber. These procedures will include the specific steps, time frames, communications, and other details that Subscriber 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) Subscriber is obligated to provide only the information identified in the Verification Requirements (as defined in applicable standards, but the PRE may use any information in performing Verifications. Subscriber must provide to PRE the information in Verification Requirements within thirty (30) days of PRE's request in accordance with applicable standards and Section 4(d), above.

(c) GEC will maintain an independent product verification committee ("**Product Verification Committee**") that will make all final decisions regarding Verifications ("**Decision(s)**"). Decisions are final and not subject to further appeal and are specifically not subject to any legal action or conflict resolution process. Subscriber may appeal Product Verification Committee decisions to GEC according to GEC policies. GEC

(d) Once a Product is selected for Verification in a verification plan approved by the Product Verification Committee, Verification will proceed based on the selected Products' Product Information on the EPEAT Registry at the time the plan was approved by the Product Verification Committee. Subscriber may change Product Information or remove the Product from the Database and therefore from the EPEAT Registry at any time but all Verification activities and reporting on the related Decisions shall be based on the Product Information on the EPEAT Registry at the time the verification plan is approved by the Product Verification Committee.

(e) If the Decision of the Product Verification Committee regarding one of Subscriber's Products is of nonconformance to the entered Product Information then PRE will instruct Subscriber to change the Product Information in the Database or to otherwise resolve the nonconformance. If Subscriber does not comply within the prescribed time, PRE may disapprove Product Information related to the Product for provision to GEC, thus removing it from the EPEAT Registry.

(f) Subscriber 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 Subscriber or GEC, potentially including the addition of Products, changes to a Product's Designation (Gold, Silver, Bronze or other designation as provided in Section 4(b)(iii) above), 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 Subscriber is found by the Product Verification Committee to have repeated instances of nonconformance then the Product Verification Committee may recommend to GEC that Subscriber be disqualified from further participation in EPEAT. On receiving such recommendation, GEC may terminate Subscriber for cause as provided in Section 1(c)(iv), above.

8. Indemnification.

(a) Subject to the terms of this Agreement, Subscriber shall 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 Indemnitee**”) harmless from and against any claims, losses, damages, costs and expenses, including reasonable attorneys fees, suffered by a GEC Indemnitee 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 Subscriber in this Agreement.

(b) Subject to the terms of this Agreement, GEC shall protect, defend, indemnify, and hold Subscriber, and its executors, successors and assigns, and their respective officers, directors, agents, shareholders and employees, if any (each, a “**Subscriber Indemnitee**”) harmless from and against any claims, losses, damages, costs and expenses, including reasonable attorneys fees, suffered by a Subscriber Indemnitee 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.

9. Confidentiality.

(a) Disclosure by Subscriber. It is anticipated that Subscriber 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 Subscriber, whether disclosed or obtained before or after the Effective Date, which relates to Subscriber and/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 Subscriber and/or any of its subsidiaries or affiliates (the “**Confidential Information**”).

(c) Definition of Confidential Information. “Confidential Information” as defined in Section 9(b) above shall include only that written documentation clearly marked “Confidential” on the face thereof, and shall not include (i) information which is publicly available at the time of GEC’s receipt thereof from Subscriber, (ii) information which, after GEC’s receipt thereof from Subscriber becomes publicly 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 Subscriber; (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 Subscriber has approved in writing to GEC for release by GEC without restriction (vi) information Subscriber enters or affirmations Subscriber makes during the entering of Product Information to the Website as specified in Section 4(b); (vii) any data obtained pursuant to Section 4(e), and (viii) Decisions of the Product Verification Committee and information described in Section 7.

(d) Disclosure Restrictions. GEC shall not disclose Confidential Information except to its employees, agents of or contractors to GEC having a need-to-know (such as members of the Product Verification Committee, product verifiers, internal auditors, accreditation bodies and public relations firms on contract to GEC), and the PRE Liaison and its managers, directors, officers, or employees having a need-to-know, and who are also subject to a

written obligation of confidentiality with respect to such information. Moreover, GEC shall not confirm, deny or otherwise respond to any inquiries, rumors or speculation that relates to or may result in the disclosure of Confidential Information. GEC covenants and agrees to use the Confidential Information only for Product Verification in accordance with the terms of this Agreement, and agrees that none of the Confidential Information shall be used except as expressly permitted by this Agreement.

(e) Compliance Procedures. GEC agrees to advise any Parties to whom Subscriber'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 Subscriber, at GEC's option, all documents and materials provided by Subscriber, together with any copies or notes derived therefrom.

(g) Indemnification. Subject to the terms of this Agreement, GEC shall indemnify and hold Subscriber harmless from and against all losses and damages of any nature and kind suffered by Subscriber (including legal costs and attorneys fees) as a result of any breach by GEC or any individual or entity described in Section 9 (e) (above) of the terms and covenants of this Section 9.

(h) Injunctive Relief. As monetary damages may be insufficient to remedy any breach of this Section 9, Subscriber and GEC shall be entitled to immediate equitable relief, including injunctive relief and specific performance, as remedies for any such breach. Such remedies shall not be the exclusive remedies for any breach but shall be in addition to all other remedies available at law or equity.

10. Dispute Resolution.

(a) Informal Dispute Resolution. Subject to Section 9(h) above, and except for any dispute related to the substance of a Verification or a Decision of the Product Verification Committee under Section 7 above, or a modification thereof by GEC, in the event that any dispute, controversy or claim arises under or in connection with this Agreement other than any dispute related to the substance of a Verification then in progress under Section 7 (above) (the "**Dispute**"), the Subscriber Liaison and the PRE Liaison each shall notify the other in writing describing the Dispute. Thereafter the Subscriber Liaison and the PRE Liaison shall meet or converse as promptly, as often, and for such duration as the Parties deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute. If the Subscriber Liaison and the PRE Liaison are unable to resolve the Dispute within fifteen (15) days after the referral of the Dispute to them, then each party will appoint one (1) senior executive or board member who is not involved on a day-to-day basis with the subject matter of this Agreement. Such senior executives or board members will meet or converse as promptly, as often, and for such duration as the Parties reasonably deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute.

(b) Refund of the Fee. If the appointed senior executives or board members are unable to resolve the Dispute within thirty (30) days after referral of the Dispute to them by

the Subscriber Liaison and the PRE Liaison, this Agreement may be terminated by GEC or Subscriber and, in that event, GEC shall refund the prorated portion of the Fee or Renewal Fee, prorated over the remainder of the then Term of this Agreement. Upon termination, Subscriber shall immediately cease any further use of the Marks as defined in the LSA in any manner whatsoever.

(c) Arbitration. If the appointed senior executives are unable to resolve the Dispute within thirty (30) days after referral of the Dispute to them, and both Parties agree to arbitrate the Dispute, 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 10 (c) shall apply. If the Parties do not otherwise agree on an arbitration service, arbitration services shall 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, shall be shared equally by the Parties unless the arbitration award provides otherwise. Each party shall bear the cost of preparing and presenting its case. The Parties agree that this section and the arbitrator's authority to grant relief shall 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 shall have no power or authority to make any award that provides for punitive or exemplary damages. The arbitrator's decision shall be final, binding and non-appealable. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall 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 10, 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. However, the Parties intend that all controversies, disagreements and claims relating to or arising out of a Verification or a Decision, subject to modification by GEC, shall be finally and conclusively resolved by the Product Verification Committee pursuant to Section 7 above and such matters are not subject to arbitration or litigation in federal or state court.

(f) Court. Subscriber and GEC 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.

(g) LIMITATION OF LIABILITY. GEC'S LIABILITY, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, MAY NOT EXCEED UNDER ANY CIRCUMSTANCES THE LATEST FEE OR RENEWAL FEE PAID BY SUBSCRIBER. THIS LIMITATION OF LIABILITY SHALL APPLY TO GEC'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

11. Miscellaneous Provisions.

(a) Notices. All notices required or permitted to be given under this Agreement shall 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 shall be deemed delivered five (5) days after mailing, properly addressed. Couriered notices shall be deemed delivered on the date that the courier warrants that delivery will occur. Personal delivery shall be effective when accomplished. Notwithstanding the foregoing, notices delivered by electronic mail shall be effective if and when receipt is acknowledged in writing by the recipient. Such acknowledgement may be in the form of an electronic mail response. Unless a party changes its address by giving notice to the other party as provided herein, notices shall be delivered to the Parties at the addresses set forth below with a copy to:

For GEC:

Zupancic Rathbone Law Group, P.C.
Attention: James D. Zupancic
4949 Meadows Road, Suite 600
Lake Oswego, OR 97035
Telephone: 503-968-8200
Fax: 503-968-8017
E-mail: Jim@ZupGroup.com

For Subscriber:

(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 shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., without respect to New York's rules governing conflicts of laws.

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

(e) Severability. Any provision of this Agreement that is deemed invalid or unenforceable shall 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. If there are any conflicts or

inconsistencies between the LSA and this Agreement, the terms of the LSA shall control. 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 shall 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, shall constitute a waiver of any such breach, of such provision or of any other provision. No waiver of any provision of this Agreement shall 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 shall 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 shall 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 shall 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, no person not a party to this Agreement shall 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 shall 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 shall be deemed an original and shall 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 Subscriber, as applicable, to the terms and conditions of this Agreement as set forth herein.

13. Definitions.

For all purposes of this Agreement, the following terms have the following respective meanings:

“Agreement” means the body of this agreement and all Schedules and Exhibits annexed hereto at the time of execution by both Parties.

“Confidential Information” has the meaning set forth in Section 9(b) and 9(c).

“Decision” has the meaning set forth in Section 7(c).

“Database” has the meaning set forth in Section 4(a).

“Declaration Portal” has the meaning set forth in Section 4(a).

“Designation” has the meaning set forth in Section 4(b)(iii).

“Desk Review” has the meaning set forth in Section 5(b).

“Dispute” has the meaning set forth in Section 10(a), and does not include any controversies, disagreements or claims relating to or arising out of a Verification or a Decision, or any modification thereof by GEC.

“Fee” has the meaning set forth in Section 1(a).

“GEC Indemnitee” has the meaning set forth in Section 8(a).

“LSA” refers to the License and Subscriber Agreement entered into between Subscriber and EPEAT.

“Marks” means the following trademarks: The name EPEAT and the stylized marks EPEAT Bronze, EPEAT Silver, EPEAT Gold, and the EPEAT logos displayed on Exhibit 1, and all other trademarks as may from time to time be published on the Website.

“PRE” has the meaning set forth in the opening paragraph of this Agreement.

“Product(s)” has the meaning set forth in the Recitals.

“Product Information” has the meaning set forth in the Recitals.

“Product Verification” or Verification has the meaning set forth in Section 7.

“Product Verification Committee” has the meaning set forth in Section 7(c).

“Renewal Agreement” has the meaning set forth in Section 1(b).

“Renewal Date” has the meaning set forth in Section 1(a).

“Renewal Fee” has the meaning set forth in Section 1(b).

“Subscriber Indemnitee” has the meaning set forth in Section 8(b).

“Subscriber Liaison” has the meaning set forth in Section 4(a).

“Verification Requirements” means the evidence required to demonstrate the accuracy of the Subscriber’s declarations of Product Information.

“Verification” has the meaning set forth in Section 7.

“Website” means the domain name containing register or database of registered Products that is available to the public without charge at the URL www.epeat.net.

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

Green Electronics Council

SUBSCRIBER

By: _____

By: _____

Jeff Omelchuck
Executive Director of Registry Services
227 SW Pine St., Suite 300
Portland, OR 97204
Telephone: 503-279-9383
E-mail: jeff.omelchuck@greenelectronicscouncil.org

Name: _____

Title: _____

Address: _____

Date: _____

Telephone: _____

E-mail: _____

Date: _____