

Owner: Director of Finance	P 26; Issue 1, Rev 2
Approver: CEO	Date of Approval: May 15, 2017

**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., non-profit corporation and \_\_\_\_\_, a \_\_\_\_\_ (state or country) corporation (“Participating Manufacturer”). GEC and Participating Manufacturer may be referred to as the “Parties.”

**RECITALS**

GEC represents that it 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 logos, as shown on Exhibit 1. GEC operates an on-line database of environmentally and/or socially preferable electronic products (the “EPEAT Registry”) that is viewable by the public without charge at URL www.epeat.net (the “Website”). 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 a GEC approved CAB, as defined by the EPEAT Program Guidelines on the Website and 5) gain approval of Product Information by the CAB. Participating Manufacturer is in the business of designing and marketing one or more unique brands of electronic products, would like their Product Information to appear on the EPEAT Registry after it is declared to and approved by a CAB, and desires to purchase a license for use of the Marks on the terms and subject to the conditions set forth in this Agreement. This Agreement may be updated as reflected on the Website, which updates shall be binding on the Parties 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 Fee, and continue for a period of one (1) year (the “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 the then-current GEC EPEAT License and Participating Manufacturer Agreement (the “Renewal Agreement”) terms and on Participating Manufacturer’s payment of the then-current Fee. The fee for EPEAT license renewal (“Renewal Fee”) along with the

Renewal Agreement will be published on the Website. Participating Manufacturer's payment of the Renewal Fee to GEC shall 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 shall apply to any Renewal Period.

(c) Termination. Participating Manufacturer may at any time and without cause terminate this Agreement by giving thirty (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. GEC may terminate this Agreement for cause by giving thirty (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 thirty (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 shall be made known to all Participating Manufacturers ninety (90) days before any such disqualification (each of (i) – (v) are hereafter referred to as "Cause"). A termination of this Agreement for Cause shall not entitle Participating Manufacturer to the return of any portion of the Fee or Renewal Fee.

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

3. Payment. The Fee or Renewal Fee shall be paid to GEC in immediately available funds upon the Effective Date or Renewal Date of this Agreement, as applicable. Failure to pay the Fee or Renewal Fee within thirty (30) days of the Effective Date or Renewal Date shall 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 to and shall make commercially reasonable efforts to:

(a) Appoint a liaison (the "Participating Manufacturer Liaison") to interact with GEC on behalf of the Participating Manufacturer as respects this Agreement;

(b) Comply with EPEAT Program Guidelines published on the Website, including P4 EPEAT Product Registration system and P15 Verification Procedure.

(c) Comply with any new or revised requirements in the EPEAT Program Guidelines, P4 EPEAT Product Registration system, P15 Verification Procedure or other relevant EPEAT program documents within sixty (60) days of their publication on the Website;

(d) Use the Marks only subject to the terms of Section 6 of this Agreement;

(e) Within the timeframe specified in the EPEAT Program Guidelines and P15 Verification Procedure 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 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 these data, identify of any GEC designated third party and the format of these data shall be published by GEC on the Website;

(g) Sign the GEC Logo/Trademark Use Authorization form solely for the acknowledgment of Participating Manufacturer's participation in EPEAT and;

(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 Program Guidelines.

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 P16 CAB Manual.

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

(j) 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.

(k) 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.

(l) According to the Product Information declared by Participating Manufacturer to a CAB, GEC shall 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.

(m) The Product Information declared to the CAB shall 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;

(n) 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;

(o) Participating Manufacturer shall keep all Product Information declared to the CAB up to date and shall 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 shall be accurate in all material respects for all units of the subject Product sold by Participating Manufacturer in the indicated country(ies) while the Product Information appears on the EPEAT Registry.

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

(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 Program Guidelines 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 shall 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 shall conform to standards set by GEC as published on the Website. Claims made by Participating Manufacturers about the EPEAT and Registered products shall 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 shall automatically terminate upon the termination of this Agreement for any reason. Upon termination of the License, Participating Manufacturer shall immediately terminate its use of the Marks.

(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 Program Guidelines in the appropriate country.

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

(f) Participating Manufacturer shall not in any way imply that EPEAT, and/or the Green Electronics Council 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.** 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 shall be, in GEC's sole discretion, to use commercially reasonable efforts to modify the Website to substantially achieve the functionality described herein. GEC shall have no obligation with respect to a warranty claim subject to this Section 7 unless written notice of such claim within the Warranty Period is sent to GEC. **EXCEPT AS PROVIDED IN THIS SECTION 7, GEC DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE WEBSITE OR ANY WEBSITE APPLICATION. GEC MAKES NO OTHER**

WARRANTY OF ANY KIND WITH REGARD TO THE WEBSITE OR ANY WEBSITE APPLICATION, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE. GEC WILL NOT BE LIABLE FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE OR INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORESEEABLE.

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

8. Indemnification.

(a) Subject to the terms of this Agreement, Participating Manufacturer 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 Participating Manufacturer in this Agreement.

(b) Subject to the terms of this Agreement, GEC shall 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 Indemnitee") harmless from and against any claims, losses, damages, costs and expenses, including reasonable attorneys' fees, suffered by a Participating Manufacturer 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 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 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 Participating Manufacturer 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 Participating Manufacturer, (ii) information which, after GEC’s receipt thereof from Participating Manufacturer 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 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 shall not disclose Confidential Information except to the EPEAT Liaison, and 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 shall, 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) Indemnification. Subject to the terms of this Agreement, GEC shall indemnify and hold Participating Manufacturer harmless from and against all losses and damages of any nature and kind suffered by Participating Manufacturer (including legal costs and attorneys’ fees) as a result of any breach by GEC or any individual or entity described in Section 9(d) 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, or any breach of Section 6, Participating Manufacturer 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, in the event

that any dispute, controversy or claim arises under or in connection with this Agreement (a “Dispute”), the Participating Manufacturer Liaison and the EPEAT Liaison each shall notify the other in writing describing the Dispute. Thereafter the Participating Manufacturer Liaison and the EPEAT Liaison shall 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 the EPEAT 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 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 within fifteen (15) days, the dispute will be submitted for arbitration

(b) Refund of the Fee. If the appointed senior executives are unable to resolve the Dispute within thirty (30) days after referral of the Dispute to them by the Participating Manufacturer Liaison and the EPEAT Liaison, this Agreement may be terminated by GEC or Participating Manufacturer. In that event, if the termination is found to be without Cause, the License will be revoked and 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, Participating Manufacturer shall 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 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 11 (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.



(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.

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. 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:

For GEC:       GEC  
                  c/o CEO  
                  227 SW Pine Street, Suite 300  
                  Portland, OR 97204  
                  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 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 8, 9, and 10 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. 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, and 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 Participating Manufacturer, as applicable, to the terms and conditions of this Agreement as set forth herein.

**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  
227 SW Pine St., Suite 300  
Portland, OR 97204  
Telephone: 503-279-9383  
E-mail: ngillis@greenelectronicscouncil.org

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**

**Marks**

<b>EPEAT Program Mark</b>

<b>EPEAT Gold certification Mark</b>

<b>EPEAT Silver certification Mark</b>

<b>EPEAT Bronze certification Mark</b>


## 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 right and consent, exercisable at GEC's sole discretion, to use the \_\_\_\_\_ ("COMPANY") logo/trademark solely for the acknowledgment of Company's participation (whether past or present) in EPEAT. COMPANY authorizes GEC to use COMPANY's corporate logo/trademark 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. In order to ensure the accuracy of the logo/trademark, COMPANY agrees to provide GEC with the current corporate logos/trademarks, and with any subsequent changes. COMPANY hereby promises to indemnify, defend and hold GEC harmless from any and all claims, and costs and expenses incurred by GEC relating thereto, including attorney fees, insofar as the claim relates to the use by GEC of COMPANY's logo as permitted by this agreement. Other than the rights granted here, GEC acknowledges that it has no other rights for use of or in COMPANY's corporate logo, trademark or name.

### 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

Corporate tag lines cannot be part of the logo artwork and must not be included. GEC cannot accept logos in the following applications or file formats: Adobe PageMaker, MS PowerPoint, Corel Draw, MS Word, MS Excel, or Quark XPress. GEC cannot accept low-resolution, flattened artwork. Any trademarks, service marks and related status symbols (TM, SM and ®) that are a part of the COMPANY logo shall be included in the artwork. All fonts used in vector-based applications should be converted to outline art. Color specifications, including Pantone matching colors or the four-color process equivalent, should be included with the digital files.