MARKET SURVEILLANCE ENTITY
LICENSE AND SUBSCRIBER 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 ("**Subscriber**"). GEC and Subscriber may be referred to as the "**Parties**."

RECITALS:

GEC represents that it is the owner of certain valuable trademarks as defined in Section 6 (below) (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 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**"). Subscriber may enter products (once so entered, "**Products**") into the EPEAT Registry by 1) entering into this Agreement, and 2) declaring certain information related to the environmental and social characteristics of their products ("**Product Information**") to a GEC approved Product Registration Entity ("**PRE**") as defined in "EPEAT Program Guidelines" available on the Website, pursuant to a separate agreement provided by PRE for that purpose (*e.g.* a "PRE Product Registration and Maintenance Agreement"). On approval of the declared Product Information by a PRE, the Product Information shall be entered into the EPEAT Registry. Subscriber 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 a PRE, 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 from time to time 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 MSE License and Subscriber Agreement Fee (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 GEC's then-current MSE License and Subscriber Agreement (the "**Renewal Agreement**") on Subscriber's payment of the then-current MSE 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. In case of Subscriber's voluntary termination Subscriber 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 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 GEC, for causes not otherwise described herein, the criteria for which shall be made known to all Subscribers thirty (30) days before any such disqualification. A termination of this Agreement for cause shall not entitle Subscriber to the return of 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, as applicable. Failure to pay the Renewal Fee within thirty (30) days of the Renewal Date shall authorize GEC, in its sole discretion, to remove Subscriber's Products from the EPEAT Registry and revoke and terminate Subscriber's License 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 thereafter, Subscriber will bear sole responsibility to and shall:

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

(b) Use the Marks only subject to the terms of Section 6 of this Agreement.

(c) Within thirty (30) days of GEC's or GEC's agent's request, as respects any Product Information declared to a PRE by Subscriber, provide to GEC the information identified in the Verification Requirements (as defined in applicable standards). Failure to comply with such request may result in removal of the Product Information from the EPEAT Registry.

(d) By April 1 of each year, provide to GEC or to a designated third party for consolidation and reporting to GEC, data on the unit sales of Subscriber'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 environmental benefits, market impact, and general effectiveness of GEC in the supported countries. The designated third party and the format of these data shall be posted by GEC on the Website.

(e) Inform GEC of any changes to Subscriber's organization or operations that may affect its ability to meet the requirements of the EPEAT system.

(f) Promptly respond to any new or revised requirements for participation in the EPEAT system as posted on the Website.

Subscriber also understands and agrees that:

(g) Subscriber may declare its Product Information to one or more PREs. **Subscriber's Product Information will appear on the EPEAT Registry only when the Product Information is declared to and accepted by a PRE subject to the PRE's rules and procedures**. By establishing the requirements for a PRE to be approved, GEC may influence or specify a PRE's rules and procedures. GEC's requirements for approving PREs may change from time to time.

(h) Subscriber may declare to a PRE only Product Information related to Products as they are sold in one or more specific countries;

(i) 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 from time to time. Additionally, certain PREs may choose to accept Product Information related to sales in only a subset of the countries supported by the EPEAT Registry.

(ii) By declaring Product Information to a PRE, Subscriber is solely responsible for ensuring and hereby represents and warrants that all Product Information so uploaded 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 each of the criteria set forth in the applicable adopted EPEAT standard, as published on the Website, (the "**Criterion(a)**") entered for the Product in that country by the Subscriber.

(iii) According to the Product Information declared by Subscriber to a PRE, GEC shall assign each Product as registered in each country the designation as EPEAT Gold, EPEAT Silver, or EPEAT Bronze (each, a "**Designation**") corresponding to the appropriate level identified in the adopted EPEAT standard applicable to the Product. Because Subscriber may specify conformance to different Criteria in different countries, Subscriber understands that a Product may have different Designations in different countries. In addition, GEC may, in its sole discretion, establish alternative Designations for Products conforming with standards.

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

(v) By uploading the Product Information, Subscriber acknowledges that all such Product Information relating to the Criterion(a) claimed for such Product in each country is subject to verification by the PRE to which it is declared.

(i) Subscriber shall keep all Product Information declared to the PRE 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 Subscriber 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) Fulfill the obligations of a Market Surveillance Entity in all material respects, as described in "EPEAT Program Guidelines" available on the Website, by providing and maintaining 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 PREs and assure appropriate program training, consistency of verification processes and decisions, and overall quality control,

(c) Publicize and market, in such manner and using such methodology as it reasonably determines, the EPEAT program and the value and benefit of purchasing EPEAT-registered Products,

(d) Estimate and publicly report, in such manner and using such methodology as it reasonably determines, the environmental benefit of purchasing EPEAT-registered Products, and

(e) Maintain a non-fiduciary Advisory Council to provide advice, input and perspective to GEC management and Board of Directors on the EPEAT Registry and program. The Advisory Council shall consist of a balanced representation of key stakeholders engaged in EPEAT.

6. License.

(a) Subject to the terms and conditions of this Agreement, GEC grants to Subscriber, and Subscriber accepts, a non-exclusive, non-transferable (and without the right to sublicense) license (the "**License**") to use the Marks displayed on Exhibit 1, as may be updated on the Website from time to time, in connection with the promotion of the Products 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. Subscriber 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 Subscriber 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 Subscriber shall conform to standards set by GEC as posted on the Website. Claims made by Subscribers about the EPEAT System and Registered products that do not use the Marks shall conform to standards set by GEC as posted on the Website. Subscriber 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, Subscriber 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, Subscriber 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 Section 4(h)(iii) (above) in the appropriate country.

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

(f) Subscriber shall not in any way imply that EPEAT, Green Electronics Council, or the U.S. Environmental Protection Agency endorses, approves, or rates Subscriber. In addition, Subscriber shall not imply that GEC is owned, controlled, or operated by the U.S Environmental Protection Agency. Subscriber shall follow the guidelines for describing GEC and Subscriber's relationship to GEC as posted on the Website by GEC.

(g) Notwithstanding anything to the contrary in this Agreement, Subscriber 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 Subscriber that, at all times during the Term of this Agreement ("**Warranty Period**"), 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 or to refund the pro-rated portion of the Fee. 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 the EPEAT Liaison. 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 SUBSCRIBER. THIS LIMITATION OF LIABILITY SHALL APPLY TO GEC'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

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 (such as PREs) 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) Product Information Subscriber declares to a PRE, and (vii) any data obtained pursuant to Section 4(d).

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

(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, or any breach of Section 6, 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, in the event that any dispute, controversy or claim arises under or in connection with this Agreement (a "**Dispute**"), the Subscriber Liaison and the EPEAT Liaison each shall notify the other in writing describing the Dispute. Thereafter the Subscriber Liaison and the EPEAT 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 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 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 EPEAT Liaison, this Agreement may be terminated by GEC or Subscriber and, in that event, 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, Subscriber shall immediately cease any further use of the Marks in any manner whatsoever.

(c) Arbitration. 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, 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 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 8, 9, 10 and 11 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 Subscriber, as applicable, to the terms and conditions of this Agreement as set forth herein.

12. 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).

"Criteria" or "Criterion" has the meaning set forth in Section 4(h)(ii).

"Designation" has the meaning set forth in Section 4(h)(iii).

"Dispute" has the meaning set forth in Section 10(a).

"Fee" has the meaning set forth in Sections 1(a) and 2.

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

"EPEAT Registry" has the meaning set forth in the Recitals.

"License" has the meaning set forth in Section 6(a).

"Marks" is defined in the Recitals and 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 by GEC on Exhibit 1 on the Website.

"PRE" has the meaning set forth in the Recitals.

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

"Product Information" has the meaning set forth in the Recitals.

"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.

"Warranty Period" 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

By:_____

Jeff Omelchuck
Executive Director
227 SW Pine St., Suite 220
Portland, OR 97204
Telephone: 503-574-3346
E-mail: jeff.omelchuck@greenelectronicscouncil.org

Date:_____

SUBSCRIBER

By:_____

Name: _____

Title: _____

Address: _____

_____

_____

Telephone: _____

E-mail: _____

Date:_____

EXHIBIT 1

Marks

EPEAT Program Mark
EPEAT Gold certification Mark
EPEAT Silver certification Mark
EPEAT Bronze certification Mark