

Service Addendum ATST: Additional Terms for CSA Group Attestation Services (“Attestation Terms”)

1. General

1.1 These Attestation Terms are in addition to the Global Service Agreement (“GSA”) and apply to all attestation services provided to you by CSA Group Certification & Testing Inc., whether directly or indirectly through subsidiaries, corporate affiliates or authorized third party contractors throughout the world (collectively referred to as “we”, “us”, “our” or “CSA Group”). The term “Facilities” has the same meaning as used in the GSA. Attestation Services consist of two types:

1.1.1 Type 1 Attestation Letter Services (“**Attestation Letter Services**”) involving our evaluation of a limited number of your products or aspects of a product, to specific requirements in a standard published by a recognized standards development organization, and which include our Letter of Attestation.

1.1.2 Type 2 Attestation Mark Services (“**Attestation Mark Services**”) involving our evaluation of products that you intend to manufacture on an ongoing basis, to specific requirements in a standard published by a recognized standards development organization, and which include a license of our Attestation Mark (as defined below). Attestation Mark Services are available only for products which CSA Group has in-house expertise and for which no CSA Group certification program exists.

1.2 Compliance with these Attestation Terms is a condition of our attestation.

1.3 You shall provide us with all applicable requirements, specifications and/or protocols that we are to use in performing the attestation services, as stated in the relevant written quotation (the “**Attestation Requirements**”). You are solely responsible for developing or sourcing from third parties all of the Attestation Requirements and shall be responsible for the content of the Attestation Requirements regardless of the source of information used in their development. You must comply with the Attestation Requirements at all times, including any changes to the Attestation Requirements as determined by us in our sole discretion. You consent to the receipt of newsletters, Informs, or other types of notices that communicate changes to Attestation Requirements. You will furnish proof of compliance with new requirements in the form required by us.

1.4 You warrant that each of your products that we have evaluated under these Attestation Terms (the “**Attested Product**”) that are produced or manufactured, regardless of branding or designation, is consistent in construction to the sample submitted to us and meets the Attestation Requirements. You are responsible for ensuring that ongoing production of Attested Products continues to fulfill the Attestation Requirements.

1.5 You may not use your attestation in such a manner as to bring CSA Group into disrepute or make any written or verbal statement regarding the attestation services that we have performed for any of your products unless authorized in writing by us, including any statements that we may consider misleading or unauthorized.

1.6 For Attestation Mark Services, CSA Group will publicly list your name, business address and Attested Product, and you consent to such listing.

1.7 You must provide and maintain with us a current list of all unique model identifiers and brands under which an Attested Product may be distributed. You are responsible for notifying other brand owners of changes affecting its Attested Products.

2. Attestation Services and Fees

You will pay the following fees to us. We may revise our fees from time to time, and unless you exercise your right to terminate these Attestation Terms, you will pay the revised fees.

2.1 Evaluation service fees, regardless of whether your product is eligible for the Attestation Mark Services;

2.2 In addition to service fees for Attestation Mark Services, an annual trademark license fee and anti-counterfeiting surveillance fee. Annual license and surveillance fees are payable in advance and are non-refundable even if these Attestation Terms are terminated or if you are not using the Attestation Mark at the time such license fee is invoiced;

2.3 All inspection fees, and costs associated with inspections, including inspections conducted after the suspension, withdrawal or cancellation of the attestation of a product or termination of these Attestation Terms. We are entitled to set off fees for post-cancellation or similar inspections against prepaid inspection fees, if any;

2.4 Multiple listing fees if you wish to market or merchandise Attested Product under different brand names;

2.5 Assessment fees if we determine that assessments of Facilities and/or operations are required as a result of Your Change (as defined in section 7.1);

2.5 Re-evaluation fees if we determine that samples must be submitted to us as a result of changes to the Attestation Requirements or construction or design of Attested Products;

2.6 Investigation, inspection or audit fees if you are in default of any of your obligations under these Attestation Terms and/or if corrective action is required to ensure that your product is compliant with the Attestation Requirements;

2.7 Administrative fees for removing models from our attested product listing, including as a result of termination of the GSA or these Attestation Terms; and

2.8 Applicable sales taxes, surcharges, and customs brokerage fees

3. License of Attestation Mark (for Attestation Mark Services only)

3.1 For Attestation Mark Services and subject to, and at our sole discretion, the successful attestation of each of your products, you are granted a non-exclusive, non-transferrable, revocable license to use the CSA attestation trademark with the descriptive language (the “**Attestation Mark**”) in association with the Attested Product in the manner specified by us in an attestation report or other document(s) provided in writing by us to you; if applicable, as set out in CSA Group’s trademark usage guidelines, available at http://www.csagroup.org/documents/testing-and-certification/certification_marks/Trademark-Usage-Guidelines.pdf strictly at the facility locations as authorized by us; and for so long as the Attested Product remains in compliance with the Attestation Requirements (the “**License**”).



3.2 The License is extended to such third party locations as expressly documented by us as authorized Facilities for application of the Attestation Mark. The Attestation Mark may only be applied at such Facilities as designated by us. You are wholly responsible for ensuring such Facilities' compliance with these Attestation Terms.

3.3 By affixing the Attestation Mark to products or permitting third parties to do so, you expressly warrant to us that your product is compliant with these Attestation Terms. We may, at our sole discretion, revoke the License for any Attested Product or group of Attested Products if you fail to comply with any of your obligations under these Attestation Terms.

3.4 The License is revoked automatically upon termination of the GSA or these Attestation Terms.

3.5 The License is automatically revoked if you make changes to Attested Product without notifying us in advance of such changes, or if you fail to make changes to Attested Products that are required, in our opinion, as a result of changes to Attestation Requirements.

3.6 Upon request, you will provide samples to us of any Attested Product bearing the Attestation Mark in order for us to verify your conformance with the Attestation Requirements.

3.7 You are granted a revocable, nontransferable license, without sub-license rights, to reproduce and use attestation reports provided by us to you, provided that such reproductions and use must be of the applicable document in its entirety, and at your own risk. You may not alter or remove any copyright, trademarks, notices or issue dates, or publish excerpts without our prior written consent.

3.8 The Attestation Mark may not be used with Type 1, Attestation Letter Services.

3.9 You may not apply the Attestation Mark to any of the following products: (a) already installed in the field; (b) intended to be modified in the field; components intended for use in products certified by CSA Group; or products for which CSA Group offers an alternative program.

4. Model Numbers

For the duration of product attestation, you must furnish each product model with a distinctive means of identification, which may include a model designation, catalogue number, series or type number. This means of identification must be distinctly different, in our opinion, from identification used on: (i) similar but unattested products; (ii) similar attested products; (iii) recalled or discontinued products.

5. Facilities

All manufacturing locations and warehouses for Attested Product are subject to inspection requirements. You must provide and maintain with us a current list of all locations at which any Attested Product is manufactured, as well as all ports of entry and warehouses used in the storage, shipment or distribution of Attested Product. You will ensure that all your Facilities are aware of, and agree in writing with, these Attestation Terms and the GSA, and the Facility Terms, including without limitation access requirements for our personnel.

6. Inspections

At any time and at our sole discretion, we may, perform announced or unannounced inspections of your Attested Product and related processes and records at Facilities where your Attested Product is manufactured or stored. We will give consideration to written requests for advance notice on a case-by-case basis if you provide reasonable justification. For all inspections, you must comply with requirements of Section 5 of the GSA regarding our access to your Facilities as well as your cooperation with us. We may consider your requests to collect inspection fees directly from your Facilities; however you are ultimately responsible for all inspection fees.

7. Notice of Material Changes

7.1 You must inform us immediately of any changes that may affect your ability to conform with Attestation Requirements, including without limitation changes to legal, commercial, organizational status or ownership; key managerial, decision-making or technical staff; modifications to the Attested Product or production method; changes to the Attestation Requirements; change of the your contact address and production sites; scope of operations in the production method; major changes to the management system; or relevant changes to your quality system ("Your Change").

7.2 Without limitation to the above, you must provide us with at least ninety (90) days' prior written notice of any changes to: name, address, or your owner; name, address or ownership of Facilities where your Attested Product is manufactured or where the Attestation Mark is permitted to be applied to your Attested Product; and/or any changes to brands or designations under which an Attested Product may be distributed. You will provide proof of any such changes in the form required by us.

8. Advertising

8.1 For Attestation Mark Services only, upon receiving written confirmation of attestation from us, and only while the GSA and these Attestation Terms are in force, you may include the Attestation Mark in advertising or, promotional materials or other literature, as well as their containers and packaging, strictly in association with the Attested Product. You may refer to such products as "Attested by CSA", but otherwise you may not use or reproduce our trademarks, or state or imply that we have approved, endorsed, or certified your products.

8.2 You will not make any public representations that imply anything other than for Attestation Mark Services that CSA Group has attested the product. You agree that your products that carry the Attestation Mark will not be considered as certified by CSA Group, nor will you advertise your products as CSA certified.

8.3 Any claims made by you must not mislead the public.

8.4 At our request, you will amend or discontinue all advertising, promotion or other activity deemed inappropriate by us, all at your own expense. This obligation requires you to instruct third parties acting at your direction.

9. Labels

9.1 If you are authorized by us to affix the Attestation Mark to Attested Product using labels: (i) labels must, at our sole discretion, be sourced from CSA Group directly or, depending upon the applicable program, one of our authorized label manufacturers; (ii) you may not print labels or permit third parties to print labels without our express prior written consent; (iii) labels may only be affixed at such Facilities

or in such manner as authorized by us in writing. Labels must always be applied in accordance with the requirements of the applicable program, as determined by us and in our sole discretion.

9.2 We may take possession of labels pending the outcome of corrective action as described in Section 10.

10. Complaints, Incidents and Corrective Action

10.1 You must keep a record of all complaints made known to you relating to compliance with Attestation Requirements and must make these records available to us upon request.

10.2 You must notify us immediately of any reports or incidents of injury, property damage, or potential hazards that involve the Attested Product.

10.3 We may investigate complaints, reports and incidents relating to Attested Product. You must cooperate with our investigations and, if applicable, you will undertake such corrective action as required by us, at your expense, to ensure that the Attested Product is brought into compliance with the Attestation Requirements, or as otherwise required to address any potential hazards.

10.4 Without limiting the above, you must take appropriate action with respect to complaints and deficiencies relating to Attested Product that affect compliance with Attestation Requirements. You must immediately notify us of any pending recalls or other corrective action. You must document and maintain records of the corrective action and provide such records to us immediately upon request.

10.5 For applicable products, you will undertake such corrective action as required by us to address any potential hazards.

11. Term, Termination, Cancellation of Attestation and Survival

11.1 These Attestation Terms remain in effect until terminated by either party upon thirty (30) days' written notice to the other party, or termination of the GSA, whichever first occurs.

11.2 We may suspend, withdraw or cancel attestation for any product upon thirty (30) days' prior written notice. Upon such suspension, withdrawal or cancellation, or upon termination of these Attestation Terms, you agree to immediately: discontinue the use of any advertising or public representations referencing attestation of the applicable product(s); return all applicable attestation documents and CSA Group Intellectual Property (as defined in the GSA), including labels; and take any other measure requested by us. We reserve the right to require that Attested Products containing the Attestation Mark be tracked and destroyed. You will instruct third parties, including Facilities authorized to apply the Attestation Mark and internet service providers, in order to effect compliance with this Section.

11.3 We will not be liable for direct, indirect, incidental, consequential or punitive damages, including damages for financial or economic loss arising out of suspension, withdrawal or cancellation of product attestation or for termination of the GSA or these Attestation Terms.

11.4 Following suspension, withdrawal, cancellation or termination, you will permit us to conduct inspections of Facilities where Attested Product was or is manufactured or stored in order to verify that you are no longer using the Attestation Mark or other Intellectual Property. This Section, and Sections 2, 8 and 10 will survive termination of these Attestation Terms.

11.5 These Attestation Terms will remain in force for any Attested Product not affected by the suspension, withdrawal, or cancellation.