

ARC Registry Terms of Use

These ARC Registry Terms of Use (these “ARC Registry Terms”) are a binding agreement made and entered into as of Acceptance Date (as defined below), by and between Green Blue Institute, Inc., a Delaware non-profit corporation (“GreenBlue”) and the company or other organization agreeing to these ARC Registry Terms (“Account Holder”). These ARC Registry Terms are a legally binding agreement between GreenBlue and Account Holder. In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are mutually acknowledged by each party, the parties hereto agree as follows:

1.0 Recitals

Each of the parties hereto recites, affirms, and agrees as follows:

1.1 GreenBlue has developed a standard known as the Recycled Material Standard that provides clear rules, definitions, and guidelines for advancing the use of recycled materials, as set forth in the RMS Framework (as defined below) and each RMS Material Module (as defined below).

1.2 GreenBlue has developed a voluntary program (the “RMS Program”) for organizations to obtain a certification (each, an “RMS Certification”, collectively, “RMS Certifications”) of the organizations’ compliance with the Recycled Material Standard through accredited third-party Certification Bodies.

1.3 GreenBlue has defined a new environmental commodity referred to as an Attribute of Recycled Content (or ARC) and has created a system and registry referred to as the ARC Registry for recording information related to the generation, trading, and Retirement of ARC certificates.

1.4 GreenBlue has engaged the Registry Administrator to facilitate the operation and management of the ARC Registry Services (as defined below), including the ARC Registry and the ARC Registry Website (as defined below) on behalf of GreenBlue.

1.5 Account Holder desires, pursuant to these ARC Registry Terms, to access and use the ARC Registry.

2.0 Definitions

As used in these ARC Registry Terms:

2.1 “Acceptance Date” means the date on which the Registry Administrator notifies Account Holder that the ARC Registry Application has been approved.

2.2 “Account Holder Data” means (i) Account Holder’s Account Information, (ii) the data uploaded, submitted, transmitted, or otherwise input to or through the ARC Registry or the ARC Registry Website by Account Holder (and its Account Managers and other Users), and (iii) any other data provided to any of the ARC Registry Parties by Account Holder (and its Account Managers and other Users) in connection with the ARC Registry Services or the use thereof by Account Holder. Account Holder Data does not include Anonymized Data (as defined below), Feedback (as defined below), any data provided by any of the

ARC Registry Parties, or any data derived from any GreenBlue IP.

2.3 “*Account Information*” means all information associated with an ARC Account.

2.4 “*Account Manager*” (collectively, “*Account Managers*”) means an administrator for a Registry Participant’s ARC Account.

2.5 “*Account Type*” means an ARC Generator Account, a Trader Account, or a Purchaser Account, each as defined in the ARC Registry Operating Procedures.

2.6 “*Affiliate*” (collectively, “*Affiliates*”) means, with respect to a person, any other person directly or indirectly controlling, controlled by or under common control with the subject person.

2.7 “*APX IP*” means the APX Trademarks as set forth in Exhibit B.

2.8 “*ARC*” or “*Attribute of Recycled Content*” or (collectively, “*ARCs*” or “*Attributes of Recycled Content*”) means a tradable environmental commodity (certificate) representing the environmental attributes associated with producing one metric ton of recycled material, as defined by the Recycled Material Standard.

2.9 “*ARC Account*” means an account within the ARC Registry.

2.10 “*ARC Registry*” means the registry and system for recording information regarding ARC Accounts, Projects (as defined below), ARCs generated by Projects in accordance with the Recycled Material Standard, and the transfer, Retirement, and expiration of ARCs.

2.11 “*ARC Registry Administrator*” or “*Registry Administrator*” means the Person designated from time to time by GreenBlue as the ARC Registry Administrator. The current ARC Registry Administrator is APX, Inc. (“APX”).

2.12 “*ARC Registry Application*” means the RMS ARC Registry Account Registration submitted by Account Holder.

2.13 “*ARC Registry Materials*” means collectively, the contents of the ARC Registry and the documents, reports (including the Public Reports), images, and other materials displayed or provided by the ARC Registry Parties in connection with these ARC Registry Terms or the ARC Registry Services.

2.14 “*ARC Registry Operating Procedures*” means the ARC Registry Operating Procedures developed, published, and amended from time to time by GreenBlue, which is incorporated herein by this reference and which will be available on the RMS Website at: <https://www.rmscertified.com/about/standard/>.

2.15 “*ARC Registry Privacy Policy*” means the Privacy Policy developed, published, and amended from time to time by GreenBlue, which will be available on the RMS Website at: <https://www.rmscertified.com/about/standard/>.

2.16 “*ARC Registry Parties*” (each, an “*ARC Registry Party*”) means the GreenBlue Parties and the Registry Administrator Parties.

2.17 “ARC Registry Services” means the ARC Registry, the ARC Registry Website, and the information and services performed or provided by any of the ARC Registry Parties in connection with, or related to, the ARC Registry or the ARC Registry Website.

2.18 “ARC Registry Website” means the website located at: <https://registry.rmscertified.com>.

2.19 “Beneficial Owner” (collectively, “Beneficial Owners”) means, with respect to a given ARC, a person or entity that has Beneficial Ownership of such ARC.

2.20 “Beneficial Ownership” means, with respect to a given ARC, (a) any contractual or other right to direct or control the sale or other disposition of, or the Retirement of, such ARC, or (b) any economic interest in the ARC, including without limitation any contractual or other right to receive any proceeds from the sale or other disposition of such ARC.

2.21 “Certification Body” (collectively, “Certification Bodies”) means an independent, third-party organization accredited or approved by GreenBlue (or by GreenBlue’s designee) to audit an organization’s conformance with the Recycled Material Standard and to issue an RMS Certification.

2.22 “Confidential Information” means any non-public information relating to a party or its business and/or operations which is provided or disclosed by such party (a “Disclosing Party”) to the other party (a “Receiving Party”) in connection with these ARC Registry Terms and/or the use or operation of the ARC Registry and that is identified as such by the Disclosing Party at the time of its disclosure to the Receiving Party by clearly marking such information as “Confidential” or “Proprietary.” Confidential Information does not include information which: (a) is, or hereafter becomes, generally known or available to the public through no act or failure to act on the part of Receiving Party; (b) was acquired by the Receiving Party before receiving such information from the Disclosing Party and without restriction as to use or disclosure; (c) is hereafter rightfully provided to the Receiving Party by a third party, without restriction as to use or disclosure; (d) is information which the Receiving Party can document was independently developed by the Receiving Party without use of the Confidential Information; or (e) is contained in the Public Reports (as defined below). Account Holder’s Confidential Information also does not include any information that the ARC Registry Parties are otherwise permitted or required to disclose under these ARC Registry Terms, the ARC Registry Policies (as defined below), or applicable law.

2.23 “Derivatives” (each, a “Derivative”) means, with respect to any Intellectual Property, all improvements, adaptations, extensions, expansions, modifications, changes, revisions, additions, and derivative works thereof.

2.24 “Fee Schedule” means the Fee Schedule policy published and amended from time to time by GreenBlue, which is incorporated herein by this reference and which will be available on the RMS Website at: <https://www.rmscertified.com/about/standard/>.

2.25 “GreenBlue IP” means (a) the Recycled Material Standard, (b) the RMS Program, (c) the RMS Trademarks, (d) GreenBlue’s other Trademarks, (e) the ARC Registry Materials, (f) Anonymized Data and Feedback, and (g) all Derivatives of the foregoing.

2.26 “GreenBlue Parties” (each, a “GreenBlue Party”) means GreenBlue, its Affiliates, and the Representatives of GreenBlue or of its Affiliates.

2.27 “*Intellectual Property*” means, collectively, (i) all inventions or discoveries (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and Derivatives thereof, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisions, revisions, extensions, and reexaminations thereof; (ii) all trademarks, service marks, collective membership marks, certification marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith (collectively, “*Trademarks*”); (iii) all works of authorship, and all Derivatives thereof, that may be the subject of copyright protection, all worldwide copyrights, and all applications, registrations, and renewals in connection therewith; (iv) all computer and software programs, applications, code, scripts, animation sequences, applets, formats or page descriptions, or other scripts or markup language; computer interfaces or interface mechanisms; software and systems architecture and design, including all documentation, related listings, design specifications, and flowcharts; algorithms; models, including data models, network models, and predictive models; and (v) all trade secrets and confidential information (including ideas, research and development, know-how, formulas, methods, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, mailing lists, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals that are not generally known to others).

2.28 “*Intellectual Property Rights*” means all worldwide copyrights, trademark rights, patent rights, trade secret rights, moral rights, publicity rights, and all other intellectual property rights, and all rights, causes of action, or rights of enforcement relating to any Intellectual Property.

2.29 “*Person*” (or “*person*”) means any individual, corporation, company, partnership, association, trust, unincorporated organization, court or government or political subdivision or agency thereof, any other business entity or legal entity, and any legal person.

2.30 “*Public Reports*” (each, a “*Public Report*”) means the Public Reports as described in the ARC Registry Operating Procedures.

2.31 “*Recycled Material Standard*”, “*RMS*”, or the “*Standard*” means, collectively, the RMS Framework, the RMS Plastics Module, the RMS Plastic Material Classification, each additional RMS Material Module published by GreenBlue from time to time, and the RMS Label and Trademark Guidelines published by GreenBlue.

2.32 “*Registry Administrator Parties*” (each, a “*Registry Administrator Party*”) means the Registry Administrator, its Affiliates, and the Representatives of the Registry Administrator.

2.33 “*Registry Participant*” (collectively, “*Registry Participants*”) means a company or other organization that has an ARC Account or otherwise uses or participates in the ARC Registry.

2.34 “*Representatives*” means, with respect to a person, the officers, directors, members, managers, employees, attorneys, contractors, and agents of such person. Neither party hereto (nor any of such party’s Affiliates) will be deemed to be a Representative of the other party hereto (of the other party’s Affiliates). Account Holder’s Representatives include its Account Managers and its other Users.

2.35 “*Retire*”, “*Retired*”, “*Retiring*”, and “*Retirement*” refer to an action taken to remove an ARC from circulation within the ARC Registry.

2.36 “RMS Certified Organization” (collectively, “RMS Certified Organizations”) means (a) an organization that holds at least one current RMS Certification that has not expired or been revoked, and (b) whose right to participate in the RMS Program has not expired or terminated.

2.37 “RMS Framework” means the Recycled Material Standard Framework published and amended from time to time by GreenBlue, which will be available on the RMS Website at: <https://www.rmscertified.com/about/standard/>.

2.38 “RMS Good Practice Principles” means the RMS Good Practice Principles published and amended from time to time by GreenBlue, which will be available on the RMS Website at: <https://www.rmscertified.com/about/standard/>.

2.39 “RMS Label” (collectively, “RMS Labels”) means a label containing RMS Label Iconography which have been or are hereafter developed by GreenBlue for the purpose of identifying products and packages that use recycled materials or that support investments in recycling through ARC purchases.

2.40 “RMS Label Iconography” means all content and materials used in or on any RMS Labels, including without limitation: (i) all of the RMS Trademarks and GreenBlue’s other Trademarks; and (ii) all written content.

2.41 “RMS Material Module” means a document (and all addenda thereto) published and amended from time to time by GreenBlue that supplements the RMS Framework and sets forth specific requirements for an organization to obtain an RMS Certification with respect to particular materials.

2.42 “RMS Plastic Material Classification” means the Recycled Material Standard Plastic Material Classification published and amended from time to time by GreenBlue, which will be available on the RMS Website at: <https://www.rmscertified.com/about/standard/>.

2.43 “RMS Plastics Module” means the RMS Material Module for plastics, identified as the Recycled Material Standard Plastics Module, together with all addenda thereto, published and amended from time to time by GreenBlue, which will be available on the RMS Website at: <https://www.rmscertified.com/about/standard/>.

2.44 “RMS Standards Maintenance Policy” means the RMS Standards Maintenance policy as developed, published, and amended from time to time by GreenBlue, which is incorporated herein by this reference and which will be available on the RMS Website at: <https://www.rmscertified.com/about/standard/>.

2.45 “RMS Trademarks” means (a) the RMS Labels and the RMS Label Iconography; (b) the Trademarks set forth in Exhibit A, attached hereto and incorporated herein by this reference; and (c) all other Trademarks at any time used by GreenBlue in connection with, or authorized by GreenBlue for use in connection with, the Recycled Material Standard, the RMS Program, the ARC Registry, or RMS Certifications.

2.46 “RMS Website” means the website located at: <https://www.rmscertified.com>.

2.47 “User” or “user” (collectively, “Users” or “users”) means an individual that accesses or uses the ARC Registry or the ARC Registry Website in connection with a Registry Participant’s ARC Account.

3.0 Term and Termination

3.1 Term. The initial term of these ARC Registry Terms will commence on the Acceptance Date and will continue for a period of one year (the “*Initial Term*”), unless otherwise sooner terminated as provided herein. At the end of the Initial Term, these ARC Registry Terms will automatically renew for successive one-year renewal terms (each, a “*Renewal Term*”) unless any party gives the other parties written notice of non-renewal at least sixty days prior to the expiration of the Initial Term or any Renewal Term, and unless otherwise sooner terminated as provided herein. The Initial Term and all Renewal Terms are collectively referred to as the “*Term*”.

3.2 Termination. Account Holder may, in its sole discretion, terminate these ARC Registry Terms at any time by providing GreenBlue and the Registry Administrator with written notice of termination. GreenBlue may terminate these ARC Registry Terms upon providing written notice of termination to Account Holder if Account Holder materially breaches these ARC Registry Terms and fails to cure such breach within thirty (30) days of written notice from GreenBlue or the Registry Administrator specifying such breach. Account Holder’s right to participate in the ARC Registry will automatically terminate upon the expiration or termination of these ARC Registry Terms. Upon the expiration or termination of these ARC Registry Terms, Account Holder’s ARC Account will be closed and any ARCs owned by Account Holder that have not been transferred or Retired by Account Holder prior to such date will be canceled.

3.3 Reinstatement. Upon Account Holder’s request following the termination of these ARC Registry Terms, GreenBlue may, in its sole discretion, reinstate Account Holder’s ARC Account and these ARC Registry Terms for a new Renewal Term commencing on the date of such reinstatement, provided that Account Holder has paid to GreenBlue (a) all Fees and other amounts due under these ARC Registry Terms prior to the termination of these ARC Registry Terms, (b) a reinstatement fee equal to the Registration Fee(s) as defined in the Fee Schedule, and (c) Account Holder agrees again to be bound by these ARC Registry Terms. GreenBlue will reinstate Account Holder’s ARC Account and these ARC Registry Terms for a new Renewal Term, commencing on the date of such reinstatement, if directed to do so as a result of the outcome of a dispute resolution proceeding under these ARC Registry Terms, provided that Account Holder has paid all Fees and any reinstatement fee as determined as part of such dispute resolution proceeding and agrees again to be bound by these ARC Registry Terms.

4.0 Description of the ARC Registry Services

The ARC Registry provides an electronic system for reporting and tracking information regarding (1) projects by RMS Certified Organizations for the recycling of reclaimed inputs in accordance with the Recycled Material Standard (each, a “*Project*”, collectively, “*Projects*”), (2) the Attributes of Recycled Content generated by Projects in accordance with the Recycled Material Standard, and (3) the transfer, Retirement, and expiration of ARCs. The ARC Registry Services are data and information services only. Account Holder acknowledges and agrees: (a) that none of the ARC Registry Parties (i) issue, sell, or offer for sale any ARCs, (ii) are brokers or dealers with respect to any ARCs, (iii) recommend, establish, or require any prices or terms related to the sale or transfer of ARCs; and (b) that the ARC Registry Services do not (i) include any brokerage services, or (ii) include or involve the issuance, sale, or offering for sale of any ARCs.

5.0 Good Practice Principles; Policies and Procedures

5.1 RMS Good Practice Principles. Throughout the Term, Account Holder will comply with all of the provisions of the RMS Good Practice Principles. Account Holder acknowledges and agrees that the RMS Good Practice Principles will evolve over time and may be amended by GreenBlue pursuant to the RMS Standards Maintenance Policy, and each new version of the RMS Good Practice Principles will be effective with respect to Account Holder in accordance with the RMS Standards Maintenance Policy. At the start of the Initial Term and of each Renewal Term, Account Holder will review the then-current RMS Good Practice Principles, and Account Holder agrees that it will comply with the then-current RMS Good Practice Principles in effect on the start of each Renewal Term.

5.2 Policies and Procedures. The ARC Registry Privacy Policy provides additional details regarding how GreenBlue collects and uses Account Holder's information. The terms "you" and "your", when used in the ARC Registry Privacy Policy, refers to Account Holder. The ARC Registry Operating Procedures contains rules, guidelines, and procedures for the use and operation of the ARC Registry and are made part of these ARC Registry Terms. Account Holder will comply with, and will ensure that each of its Account Managers and other Users and its Authorized Agent (as defined below) (if any) complies with, (a) the ARC Registry Operating Procedures and (b) the Acceptable Use Policy (as set forth in Section 10 below). The ARC Registry Operating Procedures, the Acceptable Use Policy, and the ARC Registry Privacy Policy are collectively referred to as the "ARC Registry Policies".

5.3 GreenBlue and Registry Administrator Discretion. Account Holder acknowledges and agrees that the ARC Registry Parties will not be required to comply with any provision of the ARC Registry Operating Procedures to the extent that GreenBlue or the Registry Administrator determines in its reasonable discretion that such compliance would have a material adverse effect on the ARC Registry or on the ARC Registry Parties. GreenBlue or Registry Administrator will report any such non-compliance to Account Holder, to GreenBlue, and to other applicable persons within five (5) days after such non-compliance first occurs.

6.0 Updates

As the ARC Registry grows and develops, GreenBlue may update, revise, or amend these ARC Registry Terms and the ARC Registry Policies from time to time in their sole discretion. When GreenBlue modifies the ARC Registry Terms or the ARC Registry Policies, GreenBlue will give Account Holder notice by posting the amended ARC Registry Terms or the ARC Registry Policies on the ARC Registry Website or the RMS Website, as applicable. For any material changes, GreenBlue will give Account Holder at least seven (7) days' prior notice thereof by e-mail or mail using the e-mail address or mailing address that are part of Account Holder's Account Information. The amended ARC Registry Terms and ARC Registry Policies will include an effective date, and they will be effective on that date. However, any changes to the governing law or dispute resolution provisions set forth in Sections 21 below will not apply to any Disputes (as defined below) for which GreenBlue and Account Holder have received actual notice on or before such effective date. If Account Holder or its Account Managers or other Users or its Authorized Agent continue to access or use the ARC Registry after the ARC Registry Terms or the ARC Registry Policies are amended, Account Holder agrees to be bound by the revised ARC Registry Terms and the ARC Registry Policies. If Account Holder does not agree with the updated ARC Registry Terms and the ARC Registry Policies, Account Holder agrees that it will promptly (1) discontinue use of the ARC Registry, (2) contact

the Registry Administrator at rmsarc@apx.com to request that Account Holder's ARC Account be closed, and (3) give GreenBlue written notice of termination.

7.0 ARC Accounts, Users, and Account Holder Data

7.1 ARC Account and Account Information. When Account Holder's ARC Registry Application is approved, an ARC Account of a specified Account Type (e.g., ARC Generator Account, Trader Account, or Purchaser Account) will be created for Account Holder and a User Account (as defined below) and login credentials will be created and provided to Account Holder's initial designated Account Manager to enable the Account Manager to login to the ARC Registry and manage Account Holder's ARC Account. The specific capabilities provided to Account Holder through the ARC Registry Services will depend on the Account Type assigned to Account Holder's ARC Account, as further described in the ARC Registry Operating Procedures, and Account Holder will not engage (or attempt to engage) in any ARC transactions that are not authorized for the Account Type assigned to Account Holder's ARC Account. Account Holder agrees to update its Account Information, as necessary, to ensure that it remains current, accurate, and complete.

7.2 Account Holder Data. GreenBlue values and respects the privacy of Account Holder and will only use the Account Holder Data as permitted by these ARC Registry Terms or the ARC Registry Privacy Policy. Account Holder retains any ownership rights it has in the Account Holder Data, and nothing in these ARC Registry Terms limits Account Holder's right to use the Account Holder Data outside of the ARC Registry. In order for the ARC Registry Parties to operate the ARC Registry and provide and perform the ARC Registry Services, Account Holder grants the GreenBlue Parties a worldwide, royalty-free, non-exclusive, transferable, sublicensable, perpetual, and irrevocable license to use, copy, host, publish, publicly display, distribute, communicate, transmit, and create Derivatives of the Account Holder Data. Account Holder represents and warrants to the GreenBlue Parties: (a) that Account Holder has the right (and has obtained any and all necessary permissions, consents, and authorizations) to grant the foregoing license and to grant all other rights and licenses granted in these ARC Registry Terms, and (b) that the use of the Account Holder Data and the exercise of the foregoing license by the GreenBlue Parties (and their assignees or sublicensees) will not infringe the Intellectual Property Rights or other rights of any person. Account Holder understands and agrees that the ARC Registry Parties may transfer, process, maintain, and store the Account Holder Data in any country (or in multiple countries), including countries other than Account Holder's country of residence or the country or countries where Account Holder (and its Account Managers and other Users) use the ARC Registry Services. Account Holder acknowledges and agrees that GreenBlue may use the Registry Administrator and other third-party service providers to host and process the ARC Registry Services or the Account Holder Data.

7.3 Verification of Account Information. Account Holder authorizes the ARC Registry Parties to verify Account Holder's Account Information and its other Account Holder Data at any time, and if any of the Account Information or other Account Holder Data is untrue, inaccurate, incomplete, or not current, or if Account Holder otherwise breaches its obligations under these ARC Registry Terms or the ARC Registry Policies, GreenBlue reserves the right, in its sole discretion, (1) to place the ARCs owned by Account Holder in a suspended or frozen status (which may be effected by transferring such ARCs to the ARC Account of the Registry Administrator or of GreenBlue pending further disposition) or to cancel such ARCs, and/or (2) to suspend or terminate Account Holder's ARC Account and its access to the ARC Registry Services.

7.4. Account Managers and Users. Account Holder’s ARC Account will be managed by its initial Account Manager. Account Holder’s Account Managers will have the ability to setup and manage additional accounts (each, a “*User Account*”, collectively, “*User Accounts*”) for additional Users authorized by Account Holder to access Account Holder’s ARC Account and to view information and/or perform actions on behalf of Account Holder. Account Holder will ensure that each of its Account Managers and other Users complies with these ARC Registry Terms. Account Holder will be responsible for any and all actions performed through its ARC Account and its User Accounts, including without limitation any and all actions performed by Account Holder’s Account Managers and other Users. Account Holder acknowledges and agrees that under no circumstances will any of the ARC Registry Parties be liable for any losses arising out of any such actions. Account Holder will promptly notify the Registry Administrator and GreenBlue regarding any security breach associated with the login credentials for its Account Managers or for any of its User Accounts.

7.5 Declaration of Agency. Account Holder may choose to engage a third party (the “*Authorized Agent*”) to access the ARC Registry and manage Account Holder’s ARC Account on its behalf. If Account Holder engages an Authorized Agent, Account Holder and the Authorized Agent must execute and deliver to GreenBlue and the Registry Administrator a Declaration of Agency Agreement (in a form provided by GreenBlue and available on the RMS Website at <https://www.rmscertified.com/about/standard/>) before the Authorized Agent accesses Account Holder’s ARC Account. Account Holder will be responsible and liable for all acts and omissions of the Authorized Agent in connection with these ARC Registry Terms, the ARC Registry Policies, and the ARC Registry Services as if such acts and omissions of the Authorized Agent were the acts and omissions of Account Holder.

7.6 Account Holder Representations and Warranties. Account Holder represents and warrants to the ARC Registry Parties: (a) that all information contained in the ARC Registry Application is true, complete, and accurate; (b) that all information provided by Account Holder to the ARC Registry Parties is and will be true, complete, and accurate in all material respects; (c) that Account Holder will not provide any materially false or misleading information to any of the ARC Registry Parties, to any Registry Participants, to any actual or prospective Beneficial Owners, or to any actual or prospective purchasers or transferees of ARCs generated or owned by Account Holder; (d) that all attestations and certifications provided by Account Holder to any of the ARC Registry Parties will, when provided, be true, complete, and accurate in all material respects; and (e) that Account Holder (and its Affiliates and Representatives and its Authorized Agent) will comply with all of the terms and conditions of any agreements with third parties related to the purchase, sale, transfer, or Retirement of ARCs. If Account Holder learns or discovers that any information in the ARC Registry relating to Account Holder’s Projects or to any ARCs generated, transferred, or Retired by Account Holder is incorrect, Account Holder will promptly notify the Registry Administrator and any Registry Participants who acquired any affected ARCs from Account Holder. Account Holder acknowledges and agrees that the Registry Administrator or GreenBlue may, in its sole discretion, disclose to any owner or Beneficial Owner of any ARCs generated or transferred by Account Holder any information that the Registry Administrator or GreenBlue determines is necessary to correct any false, incorrect, or misleading information related to such ARCs or to Account Holder’s Projects.

8.0 Ownership of ARCs and ARC Transactions

8.1. General Restrictions. Except as otherwise permitted pursuant to Section 8.2 below: (a) Account Holder will only hold or retire in or through its ARC Account those ARCs for which Account Holder is the sole owner and holder of all legal title and Beneficial Ownership, and (b) Account Holder will not hold any ARC Accounts or hold or retire in or through its ARC Account any ARCs on behalf of any third parties.

8.2. Transactions for Beneficial Owners. If the Account Type for Account Holder's ARC Account is an ARC Generator Account (as defined in the ARC Registry Operating Procedures) or a Trader Account (as defined in the ARC Registry Operating Procedures), then Account Holder may purchase, hold, sell or transfer, or Retire ARCs through its ARC Account on behalf of third-party Beneficial Owners, provided that: (a) each such Beneficial Owner has entered into a written agreement with Account Holder authorizing Account Holder (i) as applicable, to purchase, hold, transfer, and/or Retire ARCs on behalf of such Beneficial Owner in or through Account Holder's ARC Account, and (ii) to provide to the ARC Registry Parties and record in the ARC Registry the name of the Beneficial Owner and the applicable details related to any such purchases, transfers, and Retirements; and (b) Account Holder complies with all applicable laws, regulations, and other requirements related to the purchase, holding, selling or transferring (or offering for sale or transfer), or Retirement of ARCs on behalf of itself or on behalf of third parties, including without limitation any applicable provisions of the USA PATRIOT Act, the regulations of the Office of Foreign Assets Control of the U.S. Department of the Treasury, any applicable anti-money laundering laws or regulations, and any applicable state or federal securities laws or regulations.

8.3. ARC Claims; Recording Transactions. Account Holder represents, warrants, and agrees: (a) that neither Account Holder nor its Affiliates will make any claims or statements based on an ARC (or based on payment or other consideration paid or given for an ARC) unless that ARC has been Retired by Account Holder or its Affiliate making such claims or statements; (b) that all claims or statements made by Account Holder or its Affiliates based on an ARC (or based on payment or other consideration paid or given for an ARC) will be true and will reference the applicable ARC serial number; and (c) that all ARCs generated, transferred, or Retired by, or on behalf of, Account Holder or its Affiliates will be reported and recorded by Account Holder or its Affiliates in the ARC Registry.

9.0 Use of the ARC Registry

9.1. Permission to Use the ARC Registry. Subject to Account Holder's compliance with these ARC Registry Terms and the ARC Registry Policies, GreenBlue grants Account Holder (and its Account Managers and other Users) permission to access and use the ARC Registry and the ARC Registry Website. If Account Holder (or its Account Managers or other Users) violate these ARC Registry Terms or the ARC Registry Policies, Account Holder's permission to use the ARC Registry and the ARC Registry Website will automatically terminate, and Account Holder will not be entitled to any refund of payments made to any of the ARC Registry Parties. Account Holder's permission to access and use the ARC Registry and the ARC Registry Website is personal, non-exclusive, non-assignable, and non-sublicensable.

9.2. Release of Liability. ACCOUNT HOLDER IRREVOCABLY AGREES NOT TO SUE AND WAIVES AND RELEASES THE ARC REGISTRY PARTIES FROM, AGAINST, AND WITH RESPECT TO ANY AND ALL LIABILITY, DAMAGES, LOSSES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO: (1) ANY FINDING, DETERMINATION, OR DECISION BY ANY OF THE ARC REGISTRY PARTIES

RELATING (A) TO ACCOUNT HOLDER'S PARTICIPATION IN THE ARC REGISTRY, (B) TO ANY ARCS OWNED OR BENEFICIALLY OWNED BY ACCOUNT HOLDER, OR (C) ANY ARC DISPUTES; OR (2) ANY ACTIONS TAKEN BY ANY OF THE ARC REGISTRY PARTIES WITH RESPECT TO ARCS GENERATED, OWNED, BENEFICIALLY OWNED, TRANSFERRED, OR RETIRED BY ACCOUNT HOLDER.

10.0 Acceptable Use Policy

Account Holder will comply with the following terms and conditions (the "Acceptable Use Policy"):

10.1 Account Holder's Authorized Users. Account Holder acknowledges and agrees that it will be liable to ARC Registry Parties for any access to or use of the ARC Registry Services by any of Account Holder's Account Managers or other Users in any manner that does not comply with this Section 10 or the other provisions of these ARC Registry Terms or the ARC Registry Policies.

10.2 Generally. Neither Account Holder nor its Account Managers or other Users will use the ARC Registry Services in any manner that misappropriates, infringes, or violates the Intellectual Property Rights, privacy rights, or other rights of the ARC Registry Parties or any other person, violates any laws, or is likely to do so. Account Holder represents that the Account Holder Data does not misappropriate, infringe, or violate any person's Intellectual Property Rights, privacy rights, or other or violate any laws. Neither Account Holder nor its Account Managers or other Users will (a) access or use the ARC Registry Services after the expiration or termination of these ARC Registry Terms, or (b) reverse engineer, alter, or modify (or attempt to reverse engineer, alter, or modify) any part of the ARC Registry Services.

10.3 Safety and Rights of Others. Neither Account Holder nor its Account Managers or other Users will: (a) use the ARC Registry Services to publish falsehoods or misrepresentations that could damage or harm any person; (b) upload or transmit any Account Holder Data that is obscene, defamatory, libelous, slanderous, threatening, harassing, abusive, embarrassing, hateful, or racially or ethnically offensive to any other person, or that is unlawful or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (c) use the ARC Registry Services to impersonate any person; (d) view, access, or modify (or attempt to view, access, or modify) any data or information that Account Holder is not authorized to view, access, or modify; or (e) transfer any ARCs, cancel the transfer of any ARCs, or Retire any ARCs except as permitted by these ARC Registry Terms, the ARC Registry Policies, the terms of any applicable agreements between Account Holder and third parties, and applicable laws.

10.4 No Disruptive Activities. Neither Account Holder nor its Account Managers or Users will: (a) circumvent, compromise, or undermine the security or integrity of the ARC Registry Services or attempt to do so; (b) probe, scan, or test the vulnerability of the ARC Registry Services or any systems, networks, servers, computers, devices, or equipment owned or controlled by any of the ARC Registry Parties; (c) attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the ARC Registry Services or any server, network, computer, device, system, or database owned or controlled by any of the ARC Registry Parties or related to, associated with, or connected to the ARC Registry Services; (d) attack the ARC Registry Services via a denial-of-service or distributed denial-of-service attack; or (e) transmit any viruses, Trojan horses, worms, malware, or other material which is malicious or technologically harmful to or through the ARC Registry Services.

11.0 ARC Disputes

The ARC Registry Parties are not responsible for addressing or resolving any disputes or issues (collectively, “ARC Disputes”) that may arise between or among Account Holder, other Registry Participants, or third parties arising out of or relating to the ARC Registry Services or the data contained in the ARC Registry, including without limitation (a) issues or disputes relating to the accuracy or validity of Project data, (b) the purchase, sale, or transfer of ARCs or of the Beneficial Ownership of ARCs, or (c) security interests or other proprietary interests in any ARCs. Any such ARC Disputes will be addressed and resolved by Account Holder, other Registry Participants, and/or other third parties. Account Holder acknowledges and agrees that none of the ARC Registry Parties will have any liability with respect to any such ARC Disputes. The ARC Registry Parties will have the right to place any ARCs that are the subject of ARC Disputes in a suspended or frozen status within the ARC Registry (or to otherwise dispose of any disputed ARCs by interpleader or other suitable action) in the event of any controversy related to such disputed ARCs.

12.0 Payments and Taxes

12.1 Payments and Fees. Account Holder agrees to pay the fees and costs, when due, as set forth in the Fee Schedule (collectively, the “Fees”). When Account Holder submits the ARC Registry Application, Account Holder will pay to GreenBlue the applicable Registration Fee(s) (as defined in the Fee Schedule). During the Term, Account Holder will pay to GreenBlue the applicable Annual Account Maintenance Fee(s) (as defined in the Fee Schedule), which will be due and payable on the first day of each Renewal Term, and all other applicable Fees set forth in in the Fee Schedule, which will be due and payable on the earlier of the date specified therein or thirty (30) days after the date of an invoice therefor delivered by the ARC Registry Parties. All Fees payable under these ARC Registry Terms are non-refundable. Invoices for Fees will be sent by e-mail, posted within Account Holder’s ARC Account on the ARC Registry Website, or mailed to Account Holder. Account Holder will pay all Fees by check or wire transfer of immediately available funds in United States dollars on the date and to the account specified by GreenBlue or the Registry Administrator. If Account Holder fails to pay any Fees, Taxes, or other amounts when due under these ARC Registry Terms, interest will accrue thereon at the annual rate of twelve percent (12%) per annum (or if less, the maximum rate permitted by law) and will be added to the Fees owed by Account Holder. Account Holder will also pay all fees, costs, and expenses (including reasonable attorneys’ fees and court costs) incurred by the ARC Registry Parties in connection with efforts to collect from Account Holder any unpaid Fees, Taxes, or other amounts owed by Account Holder under these ARC Registry Terms.

12.2 Taxes. Account Holder will pay all wire transfer fees and all sales, use, value added taxes, consumption taxes, personal property taxes, and other taxes, charges, and fees, if any, imposed by any governmental entity (other than those based on the ARC Registry Parties’ net income) (collectively, “Taxes”) related to the ARC Registry, the use of the ARC Registry Services by Account Holder (or its Affiliates or Representatives or its Authorized Agent), or the generation, transfer, or Retirement of ARCs by Account Holder (or its Affiliates or Representatives or its Authorized Agent).

13.0 Confidentiality

13.1 Each party (a) will not disclose any Confidential Information of the other party, except (i) as expressly permitted under these ARC Registry Terms or the ARC Registry Policies; (ii) as is necessary in connection with the performance of its obligations under these ARC Registry Terms, or (iii) in the case of GreenBlue, as is reasonable or necessary in connection with the operation of the ARC Registry, the provision of the ARC Registry Services, or the processing of payments; and (b) will use commercially reasonable efforts to protect the Confidential Information of the other party from unauthorized access or dissemination. Each party may disclose Confidential Information of the other party to its Representatives who reasonably need to have such information, and each party shall be liable for any unauthorized use or disclosure by any of its Representatives of the other party's Confidential Information. If a party is required by law, subpoena, discovery requests, or other legal process to disclose any Confidential Information of the other party, it may disclose such Confidential Information to the extent required, provided that, if lawful to do so, it notifies the other party in writing promptly so as to enable the other party to seek to obtain a protective order.

13.2 If Account Holder (or its Affiliates or Representatives or its Authorized Agent) obtain access to any information in the ARC Registry that (a) is not owned or provided by Account Holder, (b) is not part of the Public Reports, and (c) is not information that Account Holder is otherwise authorized to access or use, then (1) such information will be deemed Confidential Information solely of GreenBlue, (2) neither Account Holder nor its Affiliates, Representatives, or Authorized Agent will use, copy, or disclose such information, and (3) Account Holder will immediately notify GreenBlue and the Registry Administrator that Account Holder has obtained access to such information.

13.3 The parties' obligations under this Section 13 with respect to each item of Confidential Information shall survive the termination of these ARC Registry Terms for a period of five (5) years, provided, that (i) neither party as a Receiving Party shall have any obligations under these ARC Registry Terms with respect to any Confidential Information of the other party as a Disclosing Party which becomes publicly known or known by third parties without any confidentiality obligation to the Disclosing Party for any reason other than a violation by the Receiving Party of its obligations under this Section 13; and (ii) with respect to any Confidential Information of a Disclosing Party which constitutes a trade secret under the Defend Trade Secrets Act of 2016, the Receiving Party's obligations under this Section 13 shall continue with respect to such Confidential Information for so long as it constitutes a trade secret under the Defend Trade Secrets Act of 2016.

14.0 Public Reports

Account Holder acknowledges and agrees that the ARC Registry Parties will publish and make available to the general public certain Public Reports (as described in the ARC Registry Operating Procedures), and neither Account Holder nor the ARC Registry Parties will have any confidentiality obligations with respect to any information contained in those Public Reports. Account Holder hereby grants the ARC Registry Parties a perpetual, irrevocable, worldwide, transferable, sublicensable license to store, copy, publicly display, publicly perform, and publicly distribute, as part of the Public Reports, (i) Account Holder's name and Trademarks, and (ii) those portions of Account Holder's Account Holder Data applicable to the Public Reports.

15.0 Feedback

GreenBlue encourages Account Holder to send the ARC Registry Parties messages, feedback, or data, including, for example, ideas, comments, suggestions, or questions about the ARC Registry Services, the ARC Registry Materials, or any other product or service (collectively, “Feedback”). Account Holder hereby grants GreenBlue a worldwide, royalty-free, non-exclusive, transferable, sublicensable, perpetual, and irrevocable license to record, use, practice, copy, modify, adapt, create Derivatives of, store, host, publish, publicly perform, publicly display, distribute, communicate, and transmit such Feedback in any and all media or distribution methods (now known or later developed), and to exercise all Intellectual Property Rights in and to such Feedback. GreenBlue will be entitled to use the Feedback for any commercial or other purpose whatsoever (including, for example, developing, improving, producing, providing, or marketing products and services) without compensation to Account Holder or any other person sending the Feedback, and GreenBlue will not be under any obligation to tell Account Holder if and how GreenBlue uses the Feedback. The provisions of this Section 15 will, specifically and without limitation, survive the expiration or termination of this Agreement.

16.0 Anonymized Data

Account Holder acknowledges and agrees that the GreenBlue Parties may aggregate, anonymize, and/or de-identify Account Holder Data and that such data (“Anonymized Data”) may be used and disclosed by the GreenBlue Parties for statistical, research, development, and other purposes without restriction, during and after the Term.

17.0 Intellectual Property Rights

Account Holder acknowledges and agrees that GreenBlue owns and will own all right, title, interest, and Intellectual Property Rights in and to the GreenBlue IP. Account Holder acknowledges and agrees that the ARC Registry Parties own and will own all right, title, interest, and Intellectual Property Rights in and to the ARC Registry Website (collectively, the “ARC Registry Website IP”). Account Holder will not, at any time, challenge, or contest GreenBlue’s or the ARC Registry Parties’ respective ownership of the GreenBlue IP or the ARC Registry Website IP. Except as otherwise specifically and expressly provided herein, nothing in these ARC Registry Terms or the ARC Registry Policies grants Account Holder any right, title, interest, or license in or to any of the GreenBlue IP or the ARC Registry Website IP. Except as specifically and expressly authorized herein or in a separate written agreement with GreenBlue, Account Holder will not use, copy, distribute, display, modify, or create Derivatives of any GreenBlue IP or the ARC Registry Website IP or any Trademarks confusingly similar to the RMS Trademarks.

18.0 Claims of Intellectual Property Infringement

18.1 Generally. GreenBlue respects the Intellectual Property Rights of others, and GreenBlue requires every person who accesses or uses the ARC Registry Services to do the same. GreenBlue takes claims of infringement of Intellectual Property Rights seriously and reserves the right, in its sole discretion, to block, interrupt, delete, or otherwise remove, disable or restrict access to, or refuse to display or transmit (collectively, “Remove” or “Removing”) any content (including text, photos, graphics, audio, video, and other materials) any Person uploads, posts, sends, submits, transmits, or otherwise transfers to or through

the ARC Registry Services (collectively, “*User Content*”). In appropriate cases and in GreenBlue’s sole discretion, GreenBlue may Remove User Content if properly notified that such User Content infringes a third party’s Intellectual Property Rights. It is GreenBlue’s policy, in appropriate circumstances, to disable and/or close the ARC Account of a person who is a repeat infringer. Without limiting any of GreenBlue’s rights to take other action described in these ARC Registry Terms, including immediately Removing or modifying Infringing Content (as defined below) without notice, GreenBlue will, within a reasonable period of time following its receipt in writing of a final, non-appealable court order finding that specific User Content infringes a third party’s Intellectual Property Rights (“*Infringing Content*”), Remove or modify such Infringing Content in the jurisdictions to which such order applies.

18.2 Reporting Claims of Copyright Infringement.

18.2.1 Digital Millennium Copyright Act (DMCA) Notice Procedures. GreenBlue will respond to notices of alleged copyright infringement that comply with applicable law. Any person who believes any materials accessible on or through the ARC Registry Website infringes such person’s copyright may request removal of those materials (or access thereto) from the ARC Registry Website by submitting written notification to the GreenBlue Intellectual Property Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (the “DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- The person’s physical or electronic signature;
- Identification of the copyrighted work the person believes to have been infringed or, if the claim involves multiple works on the Service, a representative list of such works;
- Identification of the material the person believes to be infringing in a sufficiently precise manner to allow GreenBlue to locate that material;
- Adequate information by which GreenBlue can contact the person (such as the person’s name, mailing address, telephone number, and, if available, an e-mail address);
- A statement that the person submitting the notice has a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law;
- A statement that the information in the written notice is accurate; and
- A statement, under penalty of perjury, that the person is authorized to act on behalf of the copyright owner.

GreenBlue’s designated Intellectual Property Agent to receive DMCA Notices is:

Patrick C. Asplin
Flora Pettit
530 East Main Street
Charlottesville, VA 22902
434-979-1400
DMCA-clientnotices@fplegal.com

If a person fails to comply with all of the requirements of Section 512(c)(3) of the DMCA, such person’s DMCA Notice may not be effective.

Please be aware that if any person knowingly materially misrepresent that material or activity on the ARC Registry Services is infringing such person’s (or another person’s) copyright, such person may be held liable

for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

18.2.2 DMCA Counter-Notification Procedures. If a person believes that the person's User Content was removed or access to it was disabled by mistake or misidentification, that person may file a counter-notification with GreenBlue (a "DMCA Counter-Notice") by submitting written notification to the GreenBlue Intellectual Property Agent (identified above). Pursuant to the DMCA, the DMCA Counter-Notice must include substantially the following:

- The person's physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled;
- A statement under penalty of perjury by the person that the person has a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;
- The person's name, address, and telephone number (and if the person wishes to facilitate GreenBlue's ability to respond, the person's e-mail address); and
- A statement that the person submitting the DMCA Counter-Notice consents to the jurisdiction of the Federal District Court for the judicial district in which the person's address is located (or if the person's address is outside of the United States, for any judicial district in which GreenBlue may be found), and that the person will accept service of process from the person who provided GreenBlue with the DMCA Notice at issue.

The DMCA allows GreenBlue to restore the removed content if the person filing the original DMCA Notice does not file a court action against the alleged infringer within ten business days of receiving the copy of the DMCA Counter-Notice.

Please be aware that if a person knowingly materially misrepresents that material or activity on the ARC Registry Services was removed or disabled by mistake or misidentification, such person may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

18.3 Reporting Claims of Other Intellectual Property Infringement. If a person believes any User Content accessible on or through the ARC Registry Services infringes such person's Intellectual Property Rights (other than such person's copyrights), that person may request removal of the User Content (or access thereto) from the ARC Registry Website by submitting written notification to the GreenBlue Intellectual Property Agent (designated above). The written notice (an "Infringement Notice") must include all of the following:

- The person's physical or electronic signature.
- Identification and description of the Intellectual Property Rights the person believes to have been infringed. If the person submitting the notice is reporting a claim of trademark infringement, the written notice must identify the exact trademark, service mark, or other mark (and if the mark is anything other than standard characters, the notice must include a copy of the mark), a description of the goods or services for which the person claims to have trademark rights, the registration number and office of registration (if applicable), and a description of the reason why the person believes the User Content ("Alleged Infringing Content") causes a likelihood of confusion with or dilution of the person's mark.
- Identification of the Alleged Infringing Content the person believes to be infringing in a sufficiently

precise manner to allow GreenBlue to locate it. Adequate information by which GreenBlue can contact the person submitting the notice (such as name, mailing address, telephone number, and, if available, an e-mail address).

- A statement that the person submitting the notice has a good faith belief that use of the Alleged Infringing Content is not authorized by the owner of the Intellectual Property Rights, the owner's agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that the person submitting the notice is the owner of the Intellectual Property Rights or is authorized to act on behalf of the owner of the Intellectual Property Rights.

Upon receipt of an Infringement Notice, GreenBlue may act in any manner that GreenBlue deems reasonable and appropriate, including temporarily or permanently Removing the Alleged Infringing Content described in such Infringement Notice. However, GreenBlue will generally endeavor to provide a copy of the Infringing Notice to the person who is responsible for the applicable Alleged Infringing Content (the "*Responsible Party*") and request that such Responsible Party provide a written response to the party alleging infringement (the "*Asserting Party*") or to GreenBlue, in which case GreenBlue will forward such response to the Asserting Party, together with the Responsible Party's contact information (name, address and e-mail address). If the Responsible Party's response is not satisfactory to the Asserting Party, or the Responsible Party fails to respond within ten (10) business days of the date GreenBlue forwards the Infringement Notice, GreenBlue may disclose, if known, the name, address, e-mail address, and other contact information of such Responsible Party to the Asserting Party, in which case, such Responsible Party and such Asserting Party shall communicate directly to resolve the matters alleged in such Infringement Notice. Thereafter, but without limiting GreenBlue's rights to take any other action that GreenBlue deems appropriate or reasonable (including Removing the Alleged Infringing Content), GreenBlue shall Remove or otherwise act with respect to the Alleged Infringing Content upon a written direction from both the Asserting Party and the Responsible Party or in accordance with Section 18.1 above.

GREENBLUE HAS NO RESPONSIBILITY OR LIABILITY TO ANY PERSON FOR REMOVING ANY USER CONTENT OR OTHER CONTENT OR MATERIALS. ACCOUNT HOLDER, FOR ITSELF AND ON BEHALF OF ITS AFFILIATES AND REPRESENTATIVES, EXPRESSLY AND FOREVER WAIVES ALL CLAIMS AGAINST THE ARC REGISTRY PARTIES ARISING OUT OF OR RELATING TO THE TEMPORARY OR PERMANENT SUSPENSION OR REMOVAL OF ANY USER CONTENT OR OTHER CONTENT OR MATERIALS.

19.0 Disclaimers; Limitation of Liability

19.1 THE ARC REGISTRY SERVICES AND THE ARC REGISTRY MATERIALS ARE PROVIDED "**AS IS**", "**WITH ALL FAULTS**" AND "**AS AVAILABLE**", AND THE ARC REGISTRY PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE ARC REGISTRY SERVICES, THE ARC REGISTRY MATERIALS, THE DATA IN THE ARC REGISTRY, AND THE RECYCLED MATERIAL STANDARD, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NONE OF THE ARC REGISTRY PARTIES MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, RELIABILITY, QUALITY, ACCURACY, APPROPRIATENESS,

ADEQUACY, RELIABILITY, AVAILABILITY, OR UPTIME OF THE ARC REGISTRY SERVICES, THE ARC REGISTRY MATERIALS, THE DATA IN THE ARC REGISTRY, OR THE RECYCLED MATERIAL STANDARD. THE ARC REGISTRY PARTIES EXPRESSLY DISCLAIM ANY LIABILITY FOR ERRORS, OMISSIONS, OR OTHER INACCURACIES IN ANY PART OF THE ARC REGISTRY SERVICES, THE ARC REGISTRY MATERIALS, THE DATA IN THE ARC REGISTRY, THE RECYCLED MATERIAL STANDARD, OR OTHER INFORMATION COMPILED OR PRODUCED BY AND FROM OR INPUT INTO THE ARC REGISTRY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ACCOUNT HOLDER HEREBY RELEASES AND PROTECTS THE ARC REGISTRY PARTIES FROM ANY AND ALL LIABILITY WITH RESPECT TO ANY DAMAGES OR INJURIES INCURRED BY ACCOUNT HOLDER AS RELATES TO THE ARC REGISTRY SERVICES, THE ARC REGISTRY MATERIALS, THE DATA IN THE ARC REGISTRY, OR THE RECYCLED MATERIAL STANDARD.

19.2 EXCEPT FOR CLAIMS INVOLVING A BREACH OF A PARTY'S OBLIGATIONS UNDER SECTION 13 ABOVE OR THE OBLIGATIONS ARISING UNDER SECTION 20 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, MULTIPLE, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOST SAVINGS, LOST OPPORTUNITIES, LOST OR CORRUPTED DATA, OR LOSS OF USE) FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THESE ARC REGISTRY TERMS, THE ARC REGISTRY SERVICES, THE DATA IN THE ARC REGISTRY, OR THE ARC REGISTRY MATERIALS, REGARDLESS OF WHETHER EITHER PARTY OR ANY OTHER PERSON HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THE ARC REGISTRY PARTIES' TOTAL LIABILITY TO ACCOUNT HOLDER FOR ALL CLAIMS ARISING OUT OF, OR RELATING TO, THESE ARC REGISTRY TERMS, THE ARC REGISTRY SERVICES, THE ARC REGISTRY MATERIALS, THE DATA IN THE ARC REGISTRY, THE RECYCLED MATERIAL STANDARD, OR THE USE OF ANY OF THE FOREGOING, REGARDLESS OF THE FORM OF ACTION, WILL BE LIMITED TO THE TOTAL FEES RECEIVED BY GREENBLUE FROM ACCOUNT HOLDER PURSUANT TO THESE ARC REGISTRY TERMS DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE ALLEGED ACT OR OMISSION GIVING RISE TO THE CLAIM OR CLAIMS ASSERTED BY ACCOUNT HOLDER.

20.0 Indemnification

20.1 Account Holder will indemnify and hold the ARC Registry Parties harmless from and against any and all damages, liability, losses, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") which are suffered or incurred by the ARC Registry Parties in connection with any demand, claim, or cause of action asserted by a third-party, including any government body, authority, or agency (each, a "Third-Party Claim") (a) which arises out of or relates to (i) Account Holder's (or its Affiliates' or its Authorized Agent's) use of any of the ARC Registry Services or the ARC Registry Materials in violation of these ARC Registry Terms or the ARC Registry Policies, (ii) any ARCs generated, offered for sale or transfer, sold, transferred, or Retired by or on behalf of Account Holder (or any of its Affiliates or Representatives or its Authorized Agent), (iii) any of Account Holder's Projects, (iv) any of Account Holder's Account Holder Data, (v) any claims or statements made by Account Holder (or any of its Affiliates or Representatives or its Authorized Agent) based on an ARC (or based on any payment or other consideration paid or given for an ARC), (vi) any transactions or agreements between Account Holder (or any of its Affiliates or Representatives or its Authorized Agent) and a third-party relating to any ARCs, or (vii) any violation of law by Account Holder or any of Account Holder's Affiliates or Representatives or its Authorized Agent; (b) alleging that any claims or statements made by Account Holder (or any of Account

Holder's Affiliates or Representatives or its Authorized Agent) are false, cannot be substantiated, or lead to consumer deception (or the deception of any other third-party); or (c) alleging that any of Account Holder's Trademarks (or any other Intellectual Property provided by or on behalf of Account Holder or its Affiliates or its Authorized Agent) or the ARC Registry Parties' use thereof in accordance with the provisions of these ARC Registry Terms, infringe, misappropriate, or violate the Intellectual Property Rights or proprietary rights of a third-party.

20.2 If one of the ARC Registry Parties (the "*Indemnified Party*") asserts a claim for indemnification under these ARC Registry Terms, it will provide Account Holder with prompt written notice of the applicable Third-Party Claim (provided that a failure to provide such notice shall not relieve Account Holder of its indemnification obligations hereunder, except to the extent Account Holder is materially prejudiced thereby). Account Holder shall control the defense of any Third-Party Claim for which it is required to indemnify the Indemnified Party under these ARC Registry Terms (an "*Indemnified Claim*") at its own cost and with legal counsel of its choice, provided that Account Holder shall not settle any Indemnified Claim without the consent of the Indemnified Party (which shall not be unreasonably withheld) if the terms of such settlement (a) do not include a full release of liability of the Indemnified Party with respect to all claims and causes of actions asserted in or comprising such Indemnified Claim; (b) impose any restrictions or obligations on the Indemnified Party; or (c) admit any fault by, or make any admission adverse to, the Indemnified Party. The Indemnified Party may participate in the defense of an Indemnified Claim at its own cost. If Account Holder fails to timely defend an Indemnified Claim and/or to provide the Indemnified Party with reasonable assurances that it will defend an Indemnified Claim, the Indemnified Party will have the right to defend such Third-Party Claim and to control the defense thereof, and Account Holder will, as part of its indemnification obligations with respect to such Third-Party Claim, pay all costs and expenses incurred by the Indemnified Party in defending such Third-Party Claim, including its reasonable attorneys' fees and court costs. Except when Account Holder has failed to timely defend an Indemnified Claim or to provide the Indemnified Party with reasonable assurances that it will defend an Indemnified Claim, Account Holder will not be liable under any settlement of an Indemnified Claim which is entered into without Account Holder's prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed.

20.3 Account Holder will maintain in full force and effect throughout the Term and for a period of two years thereafter insurance coverage in types and amounts appropriate to the conduct of its businesses and sufficient to support its indemnification obligations hereunder. Upon reasonable request, Account Holder will provide a copy of the certificate(s) evidencing such insurance to the ARC Registry Parties.

21.0 Governing Law and Dispute Resolution

21.1 Governing Law and Interpretation. These ARC Registry Terms will be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the applicable federal laws of the United States, without regard to the conflict of law and choice of law rules or provisions of any jurisdiction. Without limiting the foregoing provision, the parties agree that the Virginia Uniform Computer Information Transactions Act, Virginia Code §§ 59.1-501.1 et seq. ("*UCITA*"), is expressly excluded from these ARC Registry Terms and that any and all terms contained in UCITA will have no force and effect on any portion of these ARC Registry Terms or the ARC Registry Services. If any ambiguity or question of intent or interpretation arises, these ARC Registry Terms will be construed as if drafted jointly by the parties and no presumptions or burden of proof will arise favoring or disfavoring any party by virtue of

authorship of any of the provisions of these ARC Registry Terms. The descriptive headings in these ARC Registry Terms are inserted for convenience only and do not constitute a part of these ARC Registry Terms. The words “include”, “includes”, and “including” are not limiting, the word “or” is not exclusive, and the words “herein”, “hereunder”, and “hereof” refers to these ARC Registry Terms. As used herein, “Dispute” refers to any controversy, disagreement, dispute, cause of action, or claim.

21.2 Remedies. Each party acknowledges and agrees that the Disclosing Party’s Confidential Information is unique and valuable, and that use or disclosure in breach of these ARC Registry Terms would likely result in irreparable injury to the Disclosing Party for which monetary damages alone would not be an adequate remedy. Account Holder acknowledges and agrees that any breach of its obligations under these ARC Registry Terms, other than its obligations under Section 12, would likely result in irreparable injury to the ARC Registry Parties for which monetary damages alone would not be an adequate remedy. In the event of a breach or threatened breach by either party of any of the provisions of Section 13 or any breach or threatened breach by Account Holder of any of the provisions of these ARC Registry Terms other than Section 12, the non-breaching party will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief will be in addition to, and not in lieu of, any other relief available to the non-breaching party at law or in equity. The parties retain all rights at law and in equity to enforce the provisions of this Agreement in accordance with applicable law.

21.3 Venue for Judicial Actions. Any and all Disputes arising out of, or relating to, (a) these ARC Registry Terms or the ARC Registry Policies, or the breach thereof by GreenBlue or by Account Holder (or its Affiliates or Representatives or its Authorized Agent), (b) the ARC Registry Services, the ARC Registry Materials, the data in the ARC Registry (or the use of any of the foregoing by Account Holder or any other person), (c) the GreenBlue IP or the ARC Registry Website IP, or (d) any infringement, misappropriation, or violation of the Intellectual Property Rights of any of the ARC Registry Parties will be commenced and maintained only in a state or federal court of competent subject matter jurisdiction situated or located in Albemarle County, Virginia, United States or Charlottesville, Virginia, United States and any appellate court therefrom. EACH PARTY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN ANY SUCH COURT AND THE APPLICABLE APPELLATE COURTS THEREFROM AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION (INCLUDING WITHOUT LIMITATION ANY OBJECTION BASED ON INCONVENIENT FORUM) WHICH SUCH PARTY MAY NOW OR HEREAFTER HAVE TO VENUE IN ANY SUCH COURT.

21.4 Waiver of Jury Trial. EACH PARTY WAIVES TRIAL BY JURY FOR ALL CLAIMS, CAUSES OF ACTION, AND DISPUTES ARISING OUT OF OR RELATING TO THESE ARC REGISTRY TERMS OR THE ARC REGISTRY SERVICES AND THE PARTIES CONFIRM THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THE PARTIES ENTERING INTO THESE ARC REGISTRY TERMS.

21.5 Time Period for Bringing Claims. TO THE FULLEST EXTENT PERMITTED BY LAW: ACCOUNT HOLDER MUST COMMENCE OR FILE ANY CLAIM OR ACTION ARISING OUT OF OR RELATING TO (A) THESE ARC REGISTRY TERMS OR THE ARC REGISTRY POLICIES, (B) THE ARC REGISTRY SERVICES, THE ARC REGISTRY MATERIALS, OR THE DATA IN THE ARC REGISTRY (OR THE USE OF ANY OF THE FOREGOING BY ACCOUNT HOLDER OR ANY OTHER PERSON), (C) THE GREENBLUE IP OR THE ARC REGISTRY WEBSITE IP, OR (D) THE PERFORMANCE OR NON-PERFORMANCE BY GREENBLUE OF ANY OF ITS OBLIGATIONS UNDER THESE ARC REGISTRY TERMS WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CLAIM OR CAUSE OF ACTION

IS PERMANENTLY BARRED. TO THE FULLEST EXTENT PERMITTED BY LAW, ACCOUNT HOLDER EXPRESSLY WAIVES THE RIGHT TO COMMENCE, FILE, OR MAINTAIN ANY SUCH CLAIM OR ACTION UNDER ANY LONGER STATUTE OF LIMITATIONS.

22.0 General Provisions

22.1 Relationship Between the Parties. Nothing in these ARC Registry Terms will be construed as creating any partnership, joint venture, employment relationship, or agency relationship in any way between the GreenBlue and Account Holder. Neither GreenBlue nor Account Holder will have apparent or actual authority to bind the other party to any debt, contract, or other arrangement, and neither party will be deemed a Representative of the other party.

22.2 Due Authorization. Each party represents, warrants and agrees that the execution and performance of these ARC Registry Terms have been duly approved by all necessary action, corporate or otherwise, and are not in violation of any other agreement such party has with any third parties; and that these ARC Registry Terms are a valid binding, legal obligation of each party, enforceable in accordance with its terms.

22.3 Further Assurances. Each party agrees that it will execute, acknowledge, and deliver all such further documents, and take such further action, as may be reasonably required to carry out and consummate the transactions contemplated by these ARC Registry Terms.

22.4 Notice. All notices provided in connection with these ARC Registry Terms will be in writing and delivered to Account Holder, GreenBlue, and the Registry Administrator as follows: (a) Notices to Account Holder will be delivered to the mailing address or e-mail address set forth in the ARC Registry Application or included in Account Holder's Account Information, and (b) Notices to GreenBlue and the Registry Administrator will be delivered to the following mailing addresses or e-mail addresses:

If to GreenBlue:

ATTN: ARC Registry
600 East Water Street, Suite C
Charlottesville, Virginia 22902
rms@greenblue.org

If to the Registry Administrator:

APX, Inc.
ATTN: ARC Registry Administrator
2150 North 1st Street, Suite 200
San Jose, CA 95131
rmsarc@apx.com

Each party will notify the other of any change of mailing address or e-mail address by written notice to the other party delivered as provided herein. Notices provided in connection with these ARC Registry Terms will be deemed received (i) upon delivery, when delivered in person or by commercially receipted courier; (ii) upon the date sent by e-mail, if delivery is confirmed; or (iii) seven (7) days after deposit with the U.S. Postal Service by registered or certified mail. This paragraph does not apply to legal service of process, which instead will be governed by applicable law.

22.5 Uncontrollable Conditions. Neither party will be deemed in violation of these ARC Registry Terms if it is prevented from performing any of its obligations under these ARC Registry Terms (other than the obligations under Sections 5, 7, 8, 10, 12, 13, 17, and 20) by reason of any of the following (each, a “*Force Majeure Event*”): acts of God; fire, earthquake, tsunami, volcanic eruption, windstorm (including tornado or hurricane), or other natural disasters; epidemics, pandemics, or other outbreaks of disease; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, or explosion; government order or law; actions, embargoes or blockades; action by any governmental entity or authority; national, state, or local emergency; strikes, labor stoppages or slowdowns or other industrial disturbances; shortage of adequate utility services or transportation facilities; any other events or circumstances which are not within its reasonable control. The provisions of this Section 22.5 apply to any Force Majeure Event, whether in effect as of the Acceptance Date or occurring at any time thereafter, and regardless of whether such Force Majeure Event was known or was foreseeable on the Acceptance Date.

22.6 Non-Waiver. No waiver of any term or condition of these ARC Registry Terms by any party will be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of these ARC Registry Terms.

22.7 Severability. In the event that any provision of these ARC Registry Terms is finally determined by a court of competent jurisdiction to be void, unenforceable, invalid, or otherwise contrary to law or equity, the parties agree to reform (or as necessary, authorize such tribunal to reform) these ARC Registry Terms to the extent necessary to cure (or if necessary, delete) such provision, and that the remainder of these ARC Registry Terms that can be given effect without the benefit of such provision will be given effect.

22.8 Assignment; Binding Effect. These ARC Registry Terms are personal to Account Holder. Neither these ARC Registry Terms nor any of Account Holder’s rights or obligations will be sold, transferred, delegated, or assigned by Account Holder without the prior written consent of GreenBlue, and any attempt to do so without such consent will be void *ab initio*, and no rights will devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee, or other party. Any permitted assignee of Account Holder will assume all obligations of Account Holder under these ARC Registry Terms. GreenBlue may sell, transfer, delegate, subcontract, or assign any or all its rights or obligations under these ARC Registry Terms. Subject to the foregoing, these ARC Registry Terms will be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

22.9 Third-Party Beneficiaries. Nothing in these ARC Registry Terms is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity other than Account Holder and the GreenBlue Parties.

22.10 Entire Agreement. These ARC Registry Terms and the ARC Registry Policies contain the entire agreement and understanding of the parties to these ARC Registry Terms with respect to the transactions contemplated herein; and these ARC Registry Terms and the ARC Registry Policies supersede all prior understandings and agreements of the parties with respect to the subject matter hereof. There are no oral or written representations, agreements, arrangements, or understandings between the parties hereto relating to the subject matter of these ARC Registry Terms that are not fully expressed herein.

23.0 Survival

Any termination, cancellation, or expiration of these ARC Registry Terms notwithstanding, Sections 3.3, 7.2, 7.6, 8.3, 9.2, 10, 12, 13, 14, 15, 17, 19, 20, 21, and 22, and any provisions which are by their terms intended to survive and continue, will survive and continue.

EXHIBIT A

RMS Trademarks

The RMS Trademarks include the following:

- Recycled Material Standard
- RMS
- RMS Certified
- Attribute of Recycled Content
- Attributes of Recycled Content
- ARC
- ARCs
- ARC Registry



EXHIBIT B

APX Trademarks

The APX Trademarks include the following:

- APX
- APX, Inc.

