

EFFECTIVE AS OF MARCH 7, 2024

CLEANGREDIENTS SUBSCRIBER LICENSE AGREEMENT

THIS SUBSCRIBER LICENSE AGREEMENT SETS FORTH THE TERMS AND CONDITIONS GOVERNING EACH SUBSCRIBER'S ACCESS TO AND USE OF THE SECTIONS OF THE CLEANGREDIENTS WEBSITE LOCATED AT WWW.CLEANGREDIENTS.ORG (THE "WEBSITE") TO WHICH ACCESS IS RESTRICTED TO SUPPLIERS AND FORMULATORS WHO HAVE PURCHASED A SUBSCRIPTION FROM GREENBLUE INSTITUTE (THE "SUBSCRIBER SITE") AND AGREED TO THE TERMS OF CONDITIONS OF THIS SUBSCRIBER LICENSE AGREEMENT. A SUBSCRIBER'S ACCESS OF THE SUBSCRIBER SITE AND/OR USE OF ANY OF THE MATERIALS OR INFORMATION AVAILABLE AT THE SUBSCRIBER SITE CONSTITUTES SUCH SUBSCRIBER'S AGREEMENT TO ALL OF THE TERMS AND CONDITIONS OF THIS SUBSCRIBER LICENSE AGREEMENT. IF A SUBSCRIBER DOES NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SUBSCRIBER LICENSE AGREEMENT, IT SHOULD NOT ACCESS THE SUBSCRIBER SITE.

1. General; License Grant.

1.1 **Agreement.** "CleanGredients" is a program of GreenBlue that provides information relating to chemical ingredients whose formulations comply with the requirements of the United States Environmental Protection Agency (EPA) Safer Choice Standard (the "Safer Choice Standard"). The provisions of this Subscriber License Agreement (this "Agreement") constitute the terms and conditions under which GreenBlue Institute, a Delaware non-profit corporation ("GreenBlue"), agrees to provide Subscribers with access to the Subscriber Site and governs Subscribers' use of information and materials available at the Subscriber Site. Persons and entities may subscribe for access to the Subscriber Site by completing the online application on the Website (a "Subscription"). Subscription to the Subscriber Site is open to any individual, business organization, nonprofit organization or government agency described in Section 2 below that agrees to and complies with the terms and conditions set forth in this Agreement (which agreement shall be evidenced by a Subscriber's affirmative acknowledgement when applying for its Subscription and/or by accessing the Subscriber Site). However, a business association Subscription (i.e. a Subscription purchased by or on behalf of a corporation, limited liability company, partnership, association, organization, institution, government agency and/or any other entity) does not transfer to individual employees, contractors or members of that association.

1.2 **License.** Each Subscriber whose Subscription is accepted by GreenBlue is granted a limited, non-transferable, non-sublicensable, revocable license during the term of such Subscriber's Subscription to access the Subscriber Site and to access and use the information accessible at the Subscriber Site for its internal business purposes, provided that all such access and use is in strict compliance with the terms and conditions of this Agreement. The foregoing license and a Subscriber's right to access the Subscriber Site and to use the information and materials that can be accessed at the Subscriber Site shall automatically terminate upon the expiration or termination of such Subscriber's Subscription. GreenBlue reserves the right in its

sole discretion to revoke, suspend, or limit any Subscriber's right to access the Subscriber Site or any data, information or materials displayed on or accessible at the Subscriber Site at any time with or without notice if GreenBlue suspects that such Subscriber has breached (or will breach) any of the terms of this Agreement or has acted (or will act) in a manner that is or may be harmful to GreenBlue and/or CleanGredients. Each Subscriber agrees that GreenBlue shall have no liability to any Subscriber for any such revocation, suspension or limitation even if it transpires that Subscriber has not committed any of the actions which gave rise thereto.

2. Eligibility.

Subscription to the Subscriber Site is open to any individual, business entity, nonprofit organization, or government agency that complies with all of the following:

- It either (a) supplies, manufactures or produces products that have been assessed by GreenBlue's affiliated reviewers and that have been approved by EPA's Safer Choice office as meeting Safer Choice master criteria; or (b) uses or has a legitimate interest in learning about such products.
- Completes a Subscription application; and
- Agrees to abide by the terms of this Agreement

GreenBlue shall determine if applicants meet the eligibility requirements for a Subscription and may deny any application in its sole discretion. Each person or entity that purchases a Subscription shall be referred to herein as a "Subscriber."

3. Subscription Term and Fees; Modifications to License Agreement.

3.1 Subscription Term.

A Subscription is for a renewable 12-month period. A Subscription may begin at any time during the calendar year and ends on the same date one year later (for example, a Subscription beginning on June 1, 2018 expires on June 1, 2019). Subscription begins on the date GreenBlue receives payment of the appropriate Subscription fee. Subscription payments made on behalf of an entity or organization must be approved by a representative authorized by such entity or organization to make such payments. A Subscription may be renewed for 12 months by paying the then-applicable 12-month fee for that renewal at any time prior to the expiration of the Subscriber's current Subscription term. Renewal terms for a Subscription shall continue to begin and end on the same annual dates as the original term of such Subscription. Expired Subscriptions will not have access to the Subscriber Site until Subscription fees for a renewal term have been paid in full, at which time the account will be reinstated, and will run for a 12-month period from the date of reinstatement.

3.2 Modifications to Agreement.

The terms of this Agreement in effect as of the date of the commencement of a Subscriber's Subscription shall apply for the initial term of such Subscription. If a Subscriber

renews its Subscription for one or more renewal terms, the terms of this Agreement in effect as of the commencement date of each such renewal term shall apply for such renewal term. GreenBlue shall make a copy of this Agreement accessible to Subscribers at the Subscriber Site. **It is each Subscriber's obligation and responsibility to review the copy of this Agreement in effect as of the date of each renewal of such Subscriber's Subscription, and a Subscriber's renewal of its Subscription shall constitute acceptance of the terms of this Agreement posted at the Subscriber Site on the date of such renewal.** GreenBlue may modify the terms of this Agreement (including the CleanGredients Trademark Usage Policy) during the initial or any renewal term of Subscriber's Subscription by providing notice by e-mail to Subscriber containing the modified version of this Agreement. If a Subscriber does not accept the modifications to this Agreement, its sole remedy shall be to, within thirty (30) days of its receipt of the modified Agreement, provide written notice to GreenBlue by e-mail that it is terminating its Subscription, in which event GreenBlue shall refund a prorated portion of the Subscription fees paid by Subscriber for the remaining portion of the then-current initial or renewal term of Subscriber's Subscription and Subscriber's Subscription shall be terminated. If Subscriber does not provide such notice of termination within such thirty (30) day period, Subscriber shall be deemed to have accepted the modified terms of this Agreement and the terms of such modified Agreement shall apply to Subscriber on and after the 30th day following Subscriber's receipt of an e-mail from GreenBlue containing a copy of such modified Agreement.

If a new or existing Subscriber requests that GreenBlue modify or review this Agreement, it shall, as a condition by GreenBlue to considering any such modifications or review, pay GreenBlue a set-up fee equal to 75% of GreenBlue's reasonable attorney's fees and legal expenses that will be incurred in connection with reviewing and/or negotiating such modifications. If requested by Subscriber, GreenBlue shall provide a non-binding estimate of such attorney's fees and legal expenses in advance. If GreenBlue agrees to consider any proposed modifications to this Agreement, it does not represent or guarantee that GreenBlue will agree to accept any such modifications.

3.3 Types of Subscription.

There are two types of subscription: a "Formulator" Subscription that allows a Subscriber to search the Subscriber Site and view information about the listed ingredients, and a "Supplier" Subscription that allows a Subscriber not only to search but also to list an unlimited number of ingredients (each, a "listing").

If the Subscriber is an entity or organization, it can designate its employees and other authorized personnel as additional users to such Subscriber's Subscription. All access and use of the Subscriber Site by a Subscriber's users shall be subject to and governed by the terms of this Agreement. A Subscriber shall be responsible for all acts and omissions of its users in connection with their use of the Subscriber Site, including without limitation, any violation of this Agreement.

3.4 Subscription Fees.

Subscription fees are for a 12-month period and must be renewed by the anniversary date to keep the Subscription active. Fees are based on the schedule below:

Subscriber Type	Organization Type	Gross Annual Revenues or Operating Budget ¹	Subscription Fee ²
Supplier	Forprofit	Less than \$50 million	\$1500 per year
		\$50 million to \$250 million	\$3000 per year
		\$250 million or more	\$4500 per year
Formulator	Forprofit	Less than \$5 million	\$250 per year
		\$5 million to \$50 million	\$450 per year
	Nonprofit (individual, organization, or government agency)	\$50 million or more	\$750 per year
		Less than \$10 million	\$150 per year
		\$10 million or more	\$450 per year

1 For nonprofit organizations or government agencies, the relevant measure is the organization's annual operating budget.

2 Subscriptions for nonprofit individual Subscribers (i.e. natural persons as opposed to organizations) are not transferable to any nonprofit organization and/or government agency that such Subscriber may be affiliated with.

GreenBlue may, at its discretion, modify the above Subscription schedule (including associated fees) or establish one or more additional categories of CleanGredients Subscriptions and assign initial fees and Subscription fees to those categories. Any such changes shall apply immediately to new Subscribers and to existing Subscribers upon renewal of their Subscriptions. A Subscriber shall provide such information as GreenBlue may reasonably request to confirm the amount of the Subscription Fees payable by such Subscriber and each Subscriber represents and warrants that all such information it provides to GreenBlue shall be true, complete and accurate.

3.5 Payment Instructions. Subscription fees shall be paid using GreenBlue’s online payment system or in accordance with the instructions set forth at the Subscriber Site. At its discretion, GreenBlue may, from time to time, change its systems or processes for the payment of initial and/or renewal Subscription Fees. If GreenBlue implements a new system or process for payment of initial or renewal Subscription Fees, each Subscriber shall pay such Subscription Fees using such payment system or process. If a Subscriber pays Subscription Fees using a credit card, such Subscriber authorizes GreenBlue to charge such credit card the renewal Subscription Fees owed by such Subscriber for the next Subscription renewal year on each one-year anniversary of the date on which Subscriber’s Subscription commenced. A Subscriber may cancel this authorization for any Subscription renewal year by notifying GreenBlue in writing at any time prior to the first day of such Subscription renewal year.

3.6 Refunds.

A Subscriber may relinquish its Subscription and request a refund of its Subscription

fees only as follows:

- Requests for a refund must be provided to GreenBlue in writing within 14 calendar days of the commencement date of the applicable initial or renewal term of Subscriber's Subscription. There are no refunds after such 14-day period.
- Refunds shall be made by check, payable to the Subscriber, or refunded to the Subscriber's credit card, at the discretion of GreenBlue.
- GreenBlue shall withhold 20% of the Subscription fee in order to cover administrative costs associated with Subscription setup and processing of the refund. At its option, GreenBlue may waive this administrative fee.

4. Subscription Rules and Policies. The following additional rules, restrictions and policies shall apply to each Subscriber:

- Subscriber shall not make any written or verbal statements which state or imply that GreenBlue or CleanGredients endorses, promotes or supports any of Subscriber's products, without GreenBlue's prior express permission, which permission GreenBlue may withhold or condition in its discretion.
- A Subscriber shall not promote or endorse any of its products as being "green," "clean," "safe," "non-toxic" or "environmentally friendly" (or words or language of similar import or having similar connotations) on the basis that such product contains ingredients or formulations which are listed in CleanGredients; however, (1) if a product meets the requirements of the Safer Choice Program, a Subscriber may promote such product as meeting the requirements of the Safer Choice Program, provided that such Subscriber complies with all of the applicable rules and regulations of the Safer Choice Program; and (2) a Subscriber shall be free to otherwise advertise and promote its products without making any reference to CleanGredients or the Subscriber Site in such manner as it shall determine, provided that Subscriber shall be responsible for complying with all applicable laws, rules and regulations relating thereto. In addition to complying with all of the requirements of the Safer Choice Program, each Subscriber shall be solely responsible for complying with all applicable laws, rules and regulations governing its labeling and marketing of all its products that utilize any listings, ingredients or information accessible at the Subscriber Site.

5. Intellectual Property Rights.

5.1 As used in this Agreement, "CleanGredients Materials" means the tools, resources, content, information, works, and materials developed or created by or on behalf of GreenBlue in connection with CleanGredients and/or the Subscriber Site. Subscriber acknowledges and agrees that GreenBlue is and shall be the exclusive owner of the CleanGredients Marks (as defined below), the CleanGredients Materials, and all Intellectual Property Rights (as defined below) therein and thereto. Subscriber shall not have any rights in or to the CleanGredients Materials except the right to access and use the Subscriber Site and the information and materials that are accessible at the Subscriber Site as expressly set forth in this Agreement.

5.2 Subscribers shall have the right to use the CleanGredients Materials and other

tools, resources, information, and other works and materials that are available or accessible at the Subscriber Site as long as they remain Subscribers in good standing and abide by the terms and conditions of this Agreement. Third party Information about ingredients listed in CleanGredients and/or the Subscriber Site, including for example, trade names of the ingredients listed, is not the property of GreenBlue and shall remain the property of the owner of the party which posted and developed such information and/or which owns such trade names, as applicable. Subscriber grants GreenBlue a royalty-free license to publish and display all Marks (as defined below), data, information, materials and works of Subscriber that Subscriber posts, publishes or otherwise makes available at the Subscriber Site.

6. Subscriber Rights. GreenBlue, at its sole discretion, may refuse to renew the Subscription of any organization or individual that it determines has engaged in behavior that violates this Agreement, harms CleanGredients or GreenBlue, or is harmful to GreenBlue's mission. A Subscription does not constitute membership in GreenBlue or a right to serve on the Board of Directors of GreenBlue. Subscribers who are not also members of the GreenBlue Board of Directors shall have no voting or other rights in connection with the governance of GreenBlue and shall have no rights with respect to the policies, mission or operation of any GreenBlue projects, including CleanGredients.

6.1 Supplier Subscriber Rights.

Each Supplier shall be entitled to list an unlimited number of products in the CleanGredients database which is accessible at the Subscriber Site, once each such product has been reviewed by an independent, qualified third party and approved by the U.S. EPA's Safer Choice Program as meeting program requirements for the Safer Choice Standard. Such approval must be secured by the Supplier.

6.2 Formulator Subscriber Rights.

Each Formulator shall be entitled to access to search the CleanGredients database, which is accessible at the Subscriber Site.

7. Additional Definitions. The following terms as used in this Agreement shall mean as follows:

“CleanGredients Marks” (each, a “CleanGredients Mark”) means the following Marks: (1) the word mark “CleanGredients”, (2) the word mark “the online resource for green formulation”, and (3) the following logo:



CLEANGREDIENTS®

“Intellectual Property Rights” means intellectual property rights arising from or in respect of the following, whether protected, created or arising under the laws of the United States or any other jurisdiction: (i) fictional business names, trade names, company and corporate names, trademarks and service marks (whether registered or unregistered, including any applications for registration of any of the foregoing), logos, Internet domain names, and trade dress rights, together with the goodwill associated with any of the foregoing (collectively, “Marks”); (ii) inventions, patent applications, and patents issued therefrom in the United States and in all other countries, including all continuations, divisionals, continuations-in-part, inventions registrations, re-examinations, registrations, renewals, utility models, reissues and the like corresponding thereto; (iii) copyrights and registrations and applications therefor, and moral and artistic rights; and (iv) proprietary and confidential information which constitute trade secrets, such as proprietary and confidential know-how, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, and data bases in each case excluding any of the foregoing to the extent the rights therein comprise or are protected by copyrights or patents.

"Subscriber Registration Pages" means the web pages of the Website on which the Subscriber applies for a Subscription and provides Subscriber Information to GreenBlue in order to register as a Subscriber and gain access to the Subscriber Site.

"Subscriber Information" means information relating to Subscriber that is disclosed to GreenBlue through the submission of information via the Subscriber Registration Pages or through other means of communication between Subscriber and GreenBlue in connection with Subscriber's use of the Subscriber Site. Subscriber Information includes information which identifies Subscriber and/or its employees or affiliates' (such as names and addresses) and financial information of Subscriber (such as bank account numbers and credit and debit card numbers). For the avoidance of doubt, Subscriber Information does not include information relating to a Subscriber's products, formulation, product listings, product ingredients and/or any other similar information that is generally accessible by other Subscribers at the Subscriber Site.

8. Subscriber Information.

8.1 Subscriber Warranties and Obligations. Subscriber represents and warrants to GreenBlue that all of Subscriber's Subscriber Information and all other information provided by Subscriber to GreenBlue or disclosed on the Subscriber Registration Pages is true, complete, and accurate as of the date provided to GreenBlue. Subscriber agrees to update promptly Subscriber's Subscriber Information and other information during the term of this Agreement as is necessary to keep Subscriber's Subscriber Information and other information accurate and complete.

8.2 Use of Subscriber Information; Privacy Policy. GreenBlue may identify publicly – either on the Subscriber Site or other GreenBlue websites or in printed materials or presentations – the names of Subscriber entities and organizations. GreenBlue shall not disclose any personal information of its individual Subscribers (i.e. a natural person as opposed to a company) without first obtaining permission, except as described in the following terms of this

Section 8.2. GreenBlue reserves the right to forward to appropriate project partners any specific technical questions received from a Subscriber and the contact information of such Subscriber so as to enable such project partners to directly communicate with such Subscriber regarding the question(s). GreenBlue may also disclose personal and contact information of any Subscriber to third parties which GreenBlue partners or works with in connection with CleanGredients, (including without limitation, GreenBlue's affiliated third-party reviewers and EPA staff who work in the Safer Choice office or are involved with the Safer Choice Standard) in situations where GreenBlue believes that there may be a benefit to such Subscriber or such Subscriber would be interested in collaborating or working with such third party. By way of example, if a staff member working in the EPA's Safer Choice office asks GreenBlue if any CleanGredients subscribers would be interested in presenting at a conference, GreenBlue may disclose to such staff member the name and contact information of Subscribers which GreenBlue believes may be suited to, or interested in, presenting at such conference. Notwithstanding the foregoing, GreenBlue will not disclose any personal or contact information of a Subscriber to any third party if GreenBlue knows that such third party will use such information to market its products or services to such Subscriber or will sell or disclose such information to a third party for such third party to use to market products or services to such Subscriber. Except as otherwise described in this Agreement, a Subscriber's Subscriber Information shall be subject to the [CleanGredients Privacy Policy](#), a copy of which can be accessed at the Website (the "Privacy Policy"). In the event of any conflict between the terms of the Privacy Policy and the terms of this Agreement, the terms of this Agreement shall govern and control. Each Subscriber acknowledges and agrees that (a) certain of its Subscriber Information (such as Subscriber's name and address) will be published on the Subscriber Site and may be accessed by other Subscribers and users of the Subscriber Site; and (b) GreenBlue will have no control over, nor will GreenBlue be responsible for, the use or further disclosure of any of such Subscriber's Subscriber Information by other Subscribers or by third parties to whom they may disclose such Subscriber Information. Each Subscriber who obtains any Subscriber Information of any other Subscriber in connection with its use of the Subscriber Site agrees that it shall not use, disclose or sell such Subscriber Information for marketing purposes.

9. Additional Restrictions.

9.1 Each Subscription is non-transferrable and non-assignable. No Subscriber shall assign, transfer or pledge its Subscription or any of its rights under this Agreement.

9.2 GreenBlue hereby grants Subscriber a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable license (the "Trademark License") to use the CleanGredients Marks during the period of Subscriber's Subscription pursuant to the terms of this Agreement and the [CleanGredients Trademark Usage Policy](#), as amended from time to time by GreenBlue, then terms of which are incorporated herein by this reference. All goodwill associated with the use of the CleanGredients Marks will inure to the benefit of GreenBlue. Subscriber acknowledges and agrees that GreenBlue owns all rights in and to the CleanGredients Marks. Subscriber will not, at any time, use or display the CleanGredients Marks except pursuant to the Trademark License. The Trademark License will automatically terminate upon the expiration or termination of this Agreement.

9.3 No part of the CleanGredients Materials, the Subscriber Site, or any Marks or

other intellectual property, information, materials, databases that are displayed on or accessible at the Subscriber Site shall be copied, rented, leased, modified, reverse engineered, publicly displayed, transferred to third parties and/or or transmitted to third parties by Subscriber and Subscriber shall not assist or encourage any third party to take any of the foregoing actions. Further, a Subscriber shall not (and shall not encourage or assist any third party to) create, distribute, publicly display or use any derivative works of the Subscriber Site and/or any intellectual property, information, materials, databases that are displayed on or accessible at the Subscriber Site. Subscriber shall not sell, distribute, publish or otherwise make available or accessible to any third party any such copies and/or any data, information or materials that are displayed on or accessible at the Subscriber Site.

9.4 No Subscriber shall at any time list, publish, display or include (or allow the listing, publication, display or inclusion of) any CleanGredients Information on or in its or any third-party website or database without GreenBlue's prior written consent. The term "CleanGredients Information" means any data or information listed on or available at the Subscriber Site that has been reviewed or verified by any of GreenBlue's affiliated reviewers in connection with the CleanGredients program, including without limitation, listings and products that have been verified by such reviewers. Any request by a Subscriber to list, publish, display or include any CleanGredients Information on or in any website or database shall be in writing and shall identify (a) the specific CleanGredients Information that such Subscriber desires to list, publish, display or include; (b) the name of the website or database on or in which such Subscriber desires to list, publish, display or include such CleanGredients Information; (c) the identity of the parties who own, control or have any interest in such website or database; (d) the purpose(s) for why such CleanGredients Information will be listed, published, displayed or included on or in such website or database; and (e) the timeframe during which such CleanGredients Information will be listed, published, displayed or included on or in such website or database. A Subscriber shall also provide such additional information in connection with any such request as GreenBlue may request. GreenBlue may grant, deny or grant with conditions any such request in its sole discretion. Notwithstanding the foregoing, no Subscriber shall require prior approval from GreenBlue to list or include any CleanGredients Information relating to such Subscriber's products (but not any other CleanGredients Information) in a third-party database if GreenBlue has notified Subscribers that it has a co-marketing agreement or similar relationship with such third party relating to such database.

9.5 This Agreement and Subscriber's right to access and use the Subscriber Site automatically terminate if Subscriber fails to comply with any of the restrictions contained herein and GreenBlue shall not be required to provide any notice of such failure and/or any opportunity for Subscriber to cure its default.

10. Login Procedure.

In order to access the CleanGredients Site, a Subscriber will be required to enter a user name and password on the login page of the Subscriber Site. Subscriber shall access the Subscriber Site only through the login page provided by GreenBlue and shall not permit any other person or entity to log into the Subscriber Site using the Subscriber's user name or password other than authorized users of Subscribers that are entities and organizations. A Subscriber shall ensure that it and its users log out from Subscriber's account at the end of each

session on the Subscriber Site using the “Log Off” or “Log Out” procedures on the Subscriber Site. Subscriber agrees not to disclose Subscriber's (or any of its authorized users’) user name(s) or password(s) to any other person or entity (except for disclosure by a Subscriber which is a business association to its authorized users) and shall hold Subscriber's (and all of its authorized users’) user name(s) and password(s) in confidence during the term of its Subscription. In the event a Subscriber determines that another party has gained access to Subscriber's (or any of its authorized users’) password(s) or user name(s), or that another party has accessed the Subscriber Site using Subscriber's (or any of its authorized users’) user name(s) or password(s), such Subscriber shall immediately change Subscriber’s password.

11. Warranties, Indemnification. Limitation of Liability.

11.1 No Warranty As To The Accuracy of Information. GreenBlue uses reasonable efforts to accurately publish and categorize Subscriber information and other data, information and materials on the Subscriber Site. However, GreenBlue does not guarantee the accuracy or completeness of any data, information or materials that are displayed on or accessible at the Subscriber Site, nor does GreenBlue warrant that any categorization of such data, information or materials in any database or otherwise is correct. Subscriber acknowledges and agrees that it is responsible for determining the accuracy and completeness of all data, information and materials published on the Subscriber Site, including without limitation, whether the categorization of any data, information and/or materials is correct. In the event Subscriber becomes aware of any material inaccuracy of any data, information or materials published or categorized on the Subscriber Site, Subscriber shall promptly notify GreenBlue of such inaccuracy, and GreenBlue will take reasonable steps to correct any data, information or materials it determines to be inaccurate or incomplete.

11.2 Removal of Information. GreenBlue shall not be responsible for any data, information or materials posted or provided by any Subscriber or other parties that is displayed on or accessible at the Subscriber Site and shall have no obligation to correct any such data, information or materials. However, if GreenBlue believes that any data, information or materials posted by any Subscriber at the Subscriber Site is erroneous or false, GreenBlue reserves the right to hide or remove such data, information and/or materials pending resolution of the matter, and GreenBlue may require the applicable Subscriber to obtain third party verification of the disputed data, information or materials before making the data, information or materials accessible again at the Subscriber Site. Any changes in the formulation of products listed by any Subscriber on the Subscriber Site must be made in consultation with an EPA approved, independent third-party reviewer. Additionally, all products listed by any Subscriber on the Subscriber Site or in any CleanGredients’ database(s) are subject to re-review by an independent, qualified third party who is acceptable to GreenBlue and meets the third-party profiler qualifications for the Safer Choice Program (a “Reviewer”) as follows: (a) prior to the third anniversary of the date (the “Initial Review Date”) on which a Subscriber’s product is first reviewed by a Reviewer (a “Reviewed Product”), either (i) a Reviewer has completed a review of such Reviewed Product and such Reviewer has updated the status of the ingredient listing of such Reviewed Product on the Subscriber Site and/or in CleanGredients’ database(s) as “approved” (a “Review”), at which time the Review will be

deemed completed; or (ii) such Subscriber has signed a contract with a Reviewer to conduct a Review of such Reviewed Product, in which case, the ingredient listing for such Reviewed Product will remain active on the Subscriber Site and/or in CleanGredients' database(s), but will be marked as "under review" until the Review is completed by the Reviewer updating the status of the ingredient listing of such Reviewed Product on the Subscriber Site and/or in CleanGredients' database(s) from "under review" to "approved, which Review must be completed within forty two (42) months following the Initial Review Date; and (b) on each three-year anniversary following the date on which a Review for such Reviewed Product is completed (such date, a "Re-Review Date"), either (i) a Reviewer has completed a Review of such Reviewed Product by updating the status of the ingredient listing of such Reviewed Product on the Subscriber Site and/or in CleanGredients' database(s) as "approved;" or (ii) such Subscriber has signed a contract with a Reviewer to conduct a Review of such Reviewed Product, in which case, the ingredient listing for such Reviewed Product will remain active on the Subscriber Site and/or in CleanGredients' databases(s), but such Reviewed Product will be marked as "under review" until the Review is completed by the Reviewer updating the status of the ingredient listing of such Reviewed Product on the Subscriber Site and/or in CleanGredients' database(s) from "under review" to "approved, which Review Confirmation must be completed within forty two (42) months following the last Re-Review Date. If a Subscriber fails to comply with the foregoing requirements and (1) fails to complete a Review for a product listed on the Subscriber Site and/or in the CleanGredients' database(s) by the third anniversary of the Review Date or the last Re-Review Date, as applicable; or (2) has not signed a contract with a Reviewer to conduct a Review of such product by the third anniversary of the Review Date or the last Re-Review Date, as applicable, or, if such a contract has been signed by such date, fails to complete the Review for such product within forty-two (42) months of the Review Date or the last Re-Review Date, as applicable, then GreenBlue may, in its sole discretion, either remove or deactivate such product from Subscriber Site and all CleanGredients' database(s), or grant such Subscriber additional time to provide a Review Confirmation on such conditions as GreenBlue may determine in its sole discretion. GreenBlue may provide email reminders to Subscribers of the deadlines for completing Reviews for their products, but it shall be a Subscriber's sole responsibility with respect to each of its products listed on the Subscriber Site and/or in the CleanGredients' database(s) to calendar and meet each deadline for signing contracts with Reviewers to conduct Reviews and completing Reviews in accordance with the foregoing terms of this Section 11.2. Each Subscriber forever releases GreenBlue and all GreenBlue Parties (defined in Section 11.5 below) from any and all liability or damages for its removal or deactivation of any of such Subscriber's product listings, data, information or materials in or from any CleanGredients' databases and /or the Subscriber Site pursuant to this Section 11.2.

11.3 Disclaimer of Warranties. GREENBLUE HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING TO CLEANGREDIENTS, THE SUBSCRIBER SITE AND ALL DATA, INFORMATION OR MATERIALS DISPLAYED ON OR ACCESSIBLE AT THE SUBSCRIBER SITE, INCLUDING WITHOUT LIMITATION, ALL IMPLIED, EXPRESS AND STATUTORY WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. THE

SUBSCRIBER SITE AND ALL DATA, INFORMATION OR MATERIALS DISPLAYED ON OR ACCESSIBLE AT THE SUBSCRIBER SITE ARE PROVIDED “AS IS.”

11.4 No Representations Regarding Products. WITHOUT LIMITING ANY OF THE PROVISIONS OF SECTION 11.3 ABOVE, EACH SUBSCRIBER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THAT GREENBLUE DOES NOT REPRESENT OR WARRANT THAT PRODUCTS FORMULATED OR OTHERWISE DESIGNED USING DATA OR INFORMATION FROM CLEANGREDIENTS OR THE SUBSCRIBER SITE: (1) ARE SAFE OR NONTOXIC, (2) COMPLY WITH FEDERAL REGULATORY REQUIREMENTS, (3) QUALIFY FOR ANY ECOLABEL OR PRODUCT RECOGNITION PROGRAM, INCLUDING THE SAFER CHOICE STANDARD, AND/OR (4) OTHERWISE HAVE LEGAL PROTECTION FROM ANY LIABILITY CLAIMS. THE SUBSCRIBER ALSO EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE OF CLEANGREDIENTS OR THE SUBSCRIBER SITE DOES NOT IN AND OF ITSELF ENTITLE THE SUBSCRIBER TO MAKE ANY CLAIMS AS TO THE QUALITY, EFFICACY, OR ENVIRONMENTAL BENEFITS OF ANY PRODUCT FORMULATED USING INGREDIENTS LISTED IN CLEANGREDIENTS OR IN ANY LISTING OR DATABASE ACCESSIBLE AT THE SUBSCRIBER SITE.

11.5 Release. A SUBSCRIBER’S USE OF THE SUBSCRIBER SITE AND ALL DATA, INFORMATION AND MATERIALS DISPLAYED ON AND/OR ACCESSIBLE AT THE SUBSCRIBER SITE IS AT SUCH SUBSCRIBER’S SOLE RISK. EACH SUBSCRIBER HEREBY FOREVER WAIVES AND RELEASES GREENBLUE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND PROJECT PARTNERS (COLLECTIVELY, “GREENBLUE PARTIES”) FROM ALL LIABILITY, DAMAGES AND LOSSES OF ANY NATURE WHATSOEVER THAT ARE SUFFERED OR INCURRED BY SUCH SUBSCRIBER IN CONNECTION WITH OR AS A RESULT OF SUCH SUBSCRIBER’S USE OF THE SUBSCRIBER SITE AND/OR ANY DATA, INFORMATION AND MATERIALS DISPLAYED ON AND/OR ACCESSIBLE AT THE SUBSCRIBER SITE.

11.6 Indemnification. Each Subscriber shall indemnify and hold harmless GreenBlue and all GreenBlue Parties from and against all liability, damages, losses, claims and expenses (including without limitation, its reasonable attorneys’ fees and court costs) that are suffered or incurred by GreenBlue or any GreenBlue Party in connection with or relating to (a) such Subscriber’s (or any of its authorized users’) use of the Subscriber Site and/or any data, information, or materials displayed on or accessible at the Subscriber Site; and/or (b) any breach of this Agreement by such Subscriber or any of its authorized users, including without limitation, any breach of its obligations under Section 13.1 below and/or any violation of GreenBlue’s Intellectual Property Rights.

11.7 LIMITATION OF LIABILITY. IN NO EVENT SHALL GREENBLUE HAVE ANY LIABILITY TO ANY SUBSCRIBER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY ANY SUBSCRIBER IN CONNECTION WITH OR RELATING TO SUCH SUBSCRIBER’S USE OF THE SUBSCRIBER SITE AND/OR ANY DATA, INFORMATION AND MATERIALS

DISPLAYED ON AND/OR ACCESSIBLE AT THE SUBSCRIBER SITE. FURTHER, THE MAXIMUM LIABILITY OF GREENBLUE AND ALL GREENBLUE PARTIES FOR ANY AND ALL CLAIMS OF A SUBSCRIBER RELATING TO AND/OR ARISING OUT OF SUCH SUBSCRIBER'S ACCESS TO OR USE OF THE SUBSCRIBER SITE AND/OR ANY DATA, INFORMATION AND MATERIALS DISPLAYED ON AND/OR ACCESSIBLE AT THE SUBSCRIBER SITE SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID BY SUCH SUBSCRIBER TO GREENBLUE DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED ACT OR OMISSION GIVING RISE TO SUCH CLAIM(S).

12. Take-Down of Information.

12.1 General. Each Subscriber agrees that it shall not post, display, or make available at the Subscriber Site (a) any confidential information or trade secrets of a third party unless such Subscriber has written permission from such third party to post or display such confidential information or trade secrets on the Subscriber Site; (b) any copyrighted works, trademarks, service marks, data, information and/or materials of any third party unless such Subscriber has written permission from such third party to post or display such copyrighted works, trademarks, service marks, data, information and/or materials; and/or (c) any materials or matter which infringe or violate the Intellectual Property Rights or proprietary rights of any third party, including any other Subscriber.

12.2 Infringement of Non-Copyrighted Matter. Subscriber shall have the right to give GreenBlue written notice of infringing uses of its service marks and trademarks and other non-copyrighted materials by other Subscribers and request that said infringing matter (the "Infringing Matter") be taken down from the Subscriber Site. GreenBlue shall promptly temporarily take down any such Infringing Matter from the Subscriber Site upon receipt of said notice from a Subscriber, and the Subscriber requesting such take-down (a "Requesting Subscriber") shall indemnify GreenBlue and all GreenBlue Parties from and against all liability, losses, damages and costs (including reasonable attorney's fees) incurred by GreenBlue or its affiliates as a result of any such take down. Each Requesting Subscriber making a take-down request pursuant to this Section 12.2 acknowledges and agrees that GreenBlue shall provide a copy of such take-down request to the Subscriber who displayed or posted the alleged Infringing Matter (the "Posting Subscriber") and GreenBlue shall request that such Posting Subscriber respond in writing to GreenBlue within ten (10) days if it challenges the allegations of infringement made by the Requesting Subscriber. If the Posting Subscriber does not respond to GreenBlue within such 10-day period with a written acknowledgement signed by the Posting Subscriber (or an authorized officer of a Posting Subscriber that is an entity or organization) that it has investigated the allegations made by the Requesting Subscriber and in good faith believes that the Infringing Matter does not violate or infringe the intellectual property or proprietary rights of the Subscriber, GreenBlue shall not re-post or re-display the Infringing Matter on the Subscriber Site. If the Posting Subscriber does provide such a written response to GreenBlue within such 10-day period, then GreenBlue shall notify the Requesting Subscriber and the Requesting Subscriber shall have a period of ten (10) days to obtain an injunction or other Court Order preventing the Posting Subscriber from posting or displaying the Infringing Matter on the Subscriber Site (provided that the

Requesting Subscriber shall not make GreenBlue a party to any such lawsuit, and, if it does, it shall pay the costs and expenses of GreenBlue incurred in connection therewith, including its reasonable attorneys' fees) or to reach an agreement with the Posting Subscriber. If the Requesting Subscriber does not provide GreenBlue with a copy of such injunction, Court Order or an agreement signed by both the Requesting Party and the Posting Party within such ten-day period, GreenBlue shall re-post or re-display the Infringing Matter on the Subscriber Site and shall not have any obligation to remove such Infringing Matter until such time as the Requesting Subscriber provides GreenBlue with a copy of an injunction, Court Order or agreement described in the preceding sentence. If the Requesting Subscriber provides GreenBlue with a copy of such injunction, Court Order or an agreement signed by both the Requesting Party and the Posting Party within such ten-day period, GreenBlue shall only re-post or re-display the Infringing Matter in accordance with the terms thereof. Each Subscriber forever releases GreenBlue and all GreenBlue Parties from any and all liability or damages for (a) its removal of any such Subscriber's trademarks, data, information or materials from the Subscriber Site following a request for the take-down thereof by another Subscriber pursuant to this Section 12.2; and (b) its re-posting or re-display in accordance with this Section 12.2 of any of such Subscriber's trademarks, data, information or materials from the Subscriber Site following a take-down request by such Requesting Subscriber.

12.3 Copyright Infringement Claims. The provisions of this Section 12.3 and not the provisions of Section 12.2 above shall govern and control all allegations that any data, information or materials displayed or made accessible at the Subscriber Site by any Subscriber or third party violate or infringe any copyrights of the alleging party, which alleging party may be a Subscriber or a third party:

12.3.1 Digital Millennium Copyright Act (DMCA) Notice Procedures. GreenBlue will respond to notices of alleged copyright infringement that comply with applicable law. If a Subscriber or third party believes that any materials displayed on or accessible at the Website or the Subscriber Site infringe any of its copyrights, it may request removal of such materials (or access thereto) from the Website or the Subscriber Site 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 physical or electronic signature of the party alleging infringement (the "Alleging Party");
- Identification of the copyrighted work the Alleging Party believes to have been infringed or, if the claim involves multiple works, a representative list of such works;
- Identification of the material the Alleging Party believes to be infringing in a sufficiently precise manner to allow GreenBlue to locate that material;
- Adequate information by which GreenBlue can contact the Alleging Party (such as name, mailing address, telephone number, and, if available, an e-mail address);

- A statement that the Alleging Party 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 Alleging Party is authorized to act on behalf of the copyright owner.

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

Amelia Kibler
 PO Box 1114
 Charlottesville, VA 22902
 541.415.1267
 info@cleangredients.org

If any Alleging Party fails to comply with all of the requirements of Section 512(c)(3) of the DMCA, its DMCA Notice may not be effective.

If an Alleging Party knowingly materially misrepresents that material or activity on the Website or the Subscriber Site is infringing its copyright, it may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

12.3.2. DMCA Counter-Notification Procedures. If a Subscriber or other third party (a “Responding Party”) believes that its data, information or materials were removed or access to it was disabled by mistake or misidentification, it 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 physical or electronic signature of the Responding Party;
- 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 Alleging Party (or an authorized officer thereof) that it 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 name, address, and telephone number of the Responding Party (and if it wishes to facilitate GreenBlue’s ability to contact you, its e-mail address); and
- A statement that the Responding Party consents to the jurisdiction of the Federal District Court for the judicial district in which its address is located (or if its address is outside of the United States, for any judicial district in which GreenBlue may be found), and that it 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 party filing the original DMCA Notice does not file a court action against the Responding Party within ten (10) business days of receiving the copy of the Responding Party's DMCA Counter-Notice.

If a Responding Party knowingly materially misrepresents that material or activity on the Website or the Subscriber Site was removed or disabled by mistake or misidentification, such Responding Party may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

13. Responsibility for Information Revealed through Subscriber Site. Supplier Subscribers who choose to list ingredients on the CleanGredients Site agree not to hold GreenBlue responsible or liable for information regarding product formulations, including, but not limited to, product components, product specifications, or toxicological data, revealed on the CleanGredients Site, and each Subscriber releases GreenBlue and all GreenBlue Parties from all liability relating to the listing of such information on the Subscriber Site.

14. Termination of Agreement; Survival of Obligations. This Agreement may be terminated by either party hereto at any time upon notification of termination transmitted by GreenBlue to Subscriber's email address or by Subscriber by using the "Contact" page on the Website. Other notices provided pursuant to this Agreement shall be provided in the same manner. All provisions of this Agreement that expressly or by their nature survive the termination of this Agreement shall so survive, including without limitation, the provisions of Sections 4, 5, 8, 11, 14, and 17. In the event of any termination of this Agreement, GreenBlue will prevent Subscriber from accessing the Subscriber Site by deactivating Subscriber's account. Each Subscriber acknowledges and agrees that upon the expiration or termination of its Subscription: (a) GreenBlue shall prevent any listings of such Subscriber and/or any other data or information added or posted by such Subscriber to any database or resource accessible at the Subscriber Site from being viewed or accessed by other Subscribers at the Subscriber Site; and (b) GreenBlue may, but shall have no obligation to, store and retain on its networks any and all of such Subscriber's listings or other data or information posted by such Subscriber at the Subscriber Site, and if such Subscriber subsequently renews its Subscription or purchases a new Subscription, GreenBlue may re-post any such retained listings, data or information to the Subscriber Site so that it can be accessed by other Subscribers.

15. Entire Agreement; Severability. This Agreement is the entire agreement between each Subscriber and GreenBlue relating to the Subscriber Site and the data, information and materials displayed on or accessible at the Subscriber Site, and supersedes all other verbal or written agreements between GreenBlue and each Subscriber regarding the subject matter hereof. If any provision of this Agreement is found to be invalid, vague, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. Any vague or ambiguous language shall not be presumptively construed against either party to this Agreement and shall be construed consistent with the primary purpose of this Agreement as expressed by its remaining terms. Those portions invalid or unenforceable will be subject to revision so that they may be made fully valid and enforceable clauses of this Agreement with mutual consent.

16. Knowing Consent and Authority to Consent. The parties to this Agreement

knowingly and expressly consent to the foregoing terms and conditions. Each person assenting to this Agreement represents that s/he is authorized to enter into this Agreement.

17. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to the conflict of laws principles of any jurisdiction. The sole and exclusive venue for any and claims and disputes arising out of or relating to this Agreement, the Subscriber Site, and/or a Subscriber's access or use of the Subscriber Site or any of the data, information or materials displayed on the Subscriber Site shall be the state and federal courts of competent subject matter jurisdiction located in Charlottesville, Virginia. GreenBlue and each Subscriber consents to the exclusive jurisdiction of such courts for all such claims and disputes.