



APPENDIX A: Green-e™ Energy Certification Terms and Conditions for Taiwan R.O.C. Renewable Energy

These Green-e™ Energy Certification Terms and Conditions for Taiwan R.O.C. Renewable Energy are part of the Green-e™ Energy Certification and Logo Use Agreement for Taiwan R.O.C. Renewable Energy (“Agreement”) governing Participant’s involvement in the Green-e™ Energy program. Initially capitalized terms used but not defined in this Appendix A have the meanings given in the main body of the Agreement or, if not defined in the main body of the Agreement or herein, in Appendix F: Green-e™ Glossary.

1. Green-e™ Energy Logo

1.1 Definition. “Logo” means the certification marks used in connection with Center’s Green-e™ Energy program, whether registered or not, as further identified in Appendix E: Green-e™ Logo Use & Language Guidelines for Taiwan R.O.C. Renewable Energy.

1.2 License. Subject to Participant’s continuing compliance with the Agreement and the Program’s certification requirements and verification processes, Center hereby grants Participant a non-exclusive, non-transferable, worldwide, personal, limited license (without the right to sublicense) to use and display the Logo during the Term of the Agreement in connection with Product(s) subject to certification under the Agreement, as specifically set forth in Section 2 of the main body of the Agreement, in each case solely to certify Participant’s Product(s) as identified in the main body of this Agreement. To be clear, the foregoing license applies only to the particular Products described in the main body of the Agreement and is expressly conditioned on such Products meeting the requirements set forth therein (including this and all Appendices).

1.3 Logo Use & Language Guidelines. Participant must comply with the terms and conditions set forth in Center’s then-current Appendix E: Green-e™ Energy Logo Use & Language Guidelines for Taiwan R.O.C. Renewable Energy, which is incorporated into the Agreement for all legal and contractual purposes and may be updated from time to time. Compliance requires, but is not limited to, inclusion of an appropriate trademark indicator (“™” or “®”) and any other proprietary rights notice in connection with Participant’s use of the Logo. Participant will use and display the Logo in compliance with such guidelines and the Agreement.

1.4 Limitations. Participant will not use or display (or authorize others to use or display) the Logo in any manner whatsoever other than as expressly set forth in the Agreement (including Appendix E: Green-e™ Energy Logo Use & Language Guidelines for Taiwan R.O.C. Renewable Energy). Participant agrees that all use of the Logo, and all goodwill arising out of such use, will inure exclusively to the benefit of Center. Participant will not adopt, use or apply for registration of the Logo (or any trademark confusingly similar to the Logo) anywhere in the world, and Center will retain the exclusive right to apply for and obtain registrations for the Logo and any of its other trademarks throughout the world. Participant will not engage, participate or otherwise become involved in any activity or course of action either independently or with others that diminishes or tarnishes the image or reputation of the Logo or otherwise derogates Center’s rights in the Logo. Participant may use the Logo to indicate that the Product is certified by Center in accordance with the Agreement, but will not use the Logo in any way as an

endorsement or sponsorship by Center of any product, service, brand, or other operation. Center's certification will not constitute representations or warranties of Center or give rise to any right of reliance for the benefit of Participant or any third party.

1.5 Reservation of Rights. All rights not expressly granted in the Agreement are reserved by Center. Participant acknowledges that it has not acquired, and will not acquire, any claim, right, title or interest in or to the Logo, except the limited right to use the Logo as expressly set forth in the Agreement. Participant acknowledges that Center is the owner of all right, title and interest in and to the Logo, and will not challenge or cause any third party to challenge the validity of the Logo, Center's ownership of the Logo, or the enforceability of Center's rights in the Logo during the Term of the Agreement, whether in Taiwan R.O.C. or abroad.

1.6 Cessation of Logo Use. In the event Center determines that use of the Logo, in any particular manner or in any particular jurisdiction may violate any applicable laws or regulations, be contrary to public policy or may subject Participant or Center to any third party claims, legal proceedings, governmental investigations or proceedings, penalties or liabilities, upon receipt of notice and request from Center, Participant agrees to promptly cease and desist from all use of the Logo in such particular manner and/or in such particular jurisdiction.

2. Other Matters

2.1 Cooperation with the Verification Process. For the Product subject to this Agreement, Participant will make all disclosures required by Center's verification and compliance procedures, such as providing requested documents as part of the marketing compliance review, responding to other correspondence from Center, and following the process set forth in this Agreement (including all Appendices, in particular, the Agreement's Appendix B: Green-e™ Energy Standard for Taiwan R.O.C. and Appendix C: Green-e™ Code of Conduct for Taiwan R.O.C.). In addition, Participant will cooperate with the verification process by: (a) promptly responding to Center's reasonable requests and (b) remedying any identified noncompliance or improper use of the Logo. This Section 2.1 will apply during the Term of the Agreement and for three (3) years after termination or expiration of the Agreement.

2.2 Product Examples. Subject to and as further specified in Appendix C: Green-e™ Code of Conduct for Taiwan R.O.C. Renewable Energy, for each Product subject to this Agreement, Participant will provide Center a representative example of the Logo use (for example, screen shot, photograph or other image displaying the Logo in association with the Product) and a written list of the country(ies) where Participant sells the Product. Participant will also provide representative examples of any packaging, advertising or other publicly disseminated material related to the Product in accordance with Center's marketing compliance review and from time to time as Center may reasonably request.

2.3 Acknowledgement of Program Participation. Participant agrees that Center may, in connection with documentation, advertising, press releases, newsletters, reports and other publications, www.green-e.org and other websites affiliated with Center, and any other materials, correspondence or other forms of communication by or on behalf of Center to any third party, including regulators and watchdog organizations (for example, governmental bodies overseeing consumer protection and fair trade, public utility commission(s) or legal authorities), and other stakeholders: (a) identify Participant as a participant in the Green-e™ Energy program and licensee of Center; (b) identify or list

Products as compliant with Center’s certification standards; (c) or if noncompliant, identify Product(s) as no longer compliant with Center’s certification standards or otherwise not meeting the requirements of the Green-e™ Energy program or the Agreement; and (d) use, reproduce and display copies of the Logo use examples and other materials provided by Participant under Section 2.2 in connection with activities related to (a)-(c) above.

2.4 Changes to Program Documentation

2.4.1 Changes to the Program Requirements. Center will continue to monitor the electricity, renewable energy, and energy attribute markets to develop the Green-e™ Energy Standard for Taiwan R.O.C. and the Green-e™ Code of Conduct for Taiwan R.O.C. Renewable Energy (“Program Requirements”). If Center makes any material changes to such Program Requirements, Center will use reasonable efforts to provide Participant with a revised version of the Program Requirements by any reasonable means (including by emailing notice of the revision to Participant) six months prior to the effective date of the material changes. If Participant objects to the revised version set forth by the Center, Participant may provide written notice to Center terminating the Agreement. If Participant does not provide such written notification to Center within sixty (60) days after Center first provided notice of the revised version, Participant’s use or display of the Logo or payment of fees due under the Agreement after the effective date of such revised version will be deemed Participant’s acceptance of the revised version; however, changes to the Program Requirements will not apply to any dispute between the parties based on a claim filed before the effective date of the changes. Notwithstanding the foregoing, if Center reasonably believes that changes to the Program Requirements are necessary for Center or Participant to comply with any applicable laws, regulations, orders, or standards of any governmental authority; to address any issues or deficiencies that may arise with respect to the electricity, renewable electricity, or energy attribute markets; to address changes in approved tracking systems; to prevent double counting or double claiming; or to ensure effective disclosure, Center may make such changes to the Program Requirements immediately by providing Participant with the revised version by any reasonable means (including by emailing notice of the revision to Participant), and such changes will apply to Participant thereafter unless Participant provides Center written notice of Participant’s objection to the revised version and either modification or termination of the Agreement as set forth above; however, such changes will not apply to any dispute between the parties based on a claim filed before the effective date of the changes.

2.4.2 Changes to Other Agreement Documents. For any part of the Agreement (including any document incorporated in the Agreement) other than the Program Requirements (such other document, “**Other Document**”), Center may update, modify and amend the Other Document at any time by providing Participant with the revised version by any reasonable means (including by emailing notice of the revision to Participant). If Participant objects to the revised version set forth by the Center, Participant may provide written notice to Center terminating the Agreement. Participant’s use or display of the Logo or payment of fees due under the Agreement after the effective date of such revised version will be deemed Participant’s acceptance of the revised version; however, changes to the Other Document will not apply to any dispute between the parties based on a claim filed before the effective date of the changes.

2.5. Participant is responsible for any costs incurred by Participant in connection with compliance with the terms and conditions of the Agreement, including but not limited to those contained in the Appendices.

3. Confidentiality

3.1 Center Confidential Information. All information relating to Center's verification process and all other information disclosed by Center under this Agreement that is reasonably understood to be of a confidential or proprietary nature (collectively, "**Center Confidential Information**") will be the confidential information of Center. Participant will not disclose Center Confidential Information to any third party, including affiliated companies, and Participant will use Center Confidential Information solely for the purpose of exercising or enforcing Participant's rights and performing Participant's obligations under the Agreement.

3.2 Participant Confidential Information. Product-related generation, purchase, consumption, operational, sales, and marketing information that is identified by Participant as confidential or of a proprietary nature (collectively, "**Participant Confidential Information**") is confidential information of Participant. Center will keep Participant Confidential Information confidential using a degree of care comparable to that used by Center to protect its own similar confidential information. Center will not disclose Participant Confidential Information to any third party, except in aggregate form, except that Center may disclose and use Participant Confidential Information in connection with exercising and enforcing its rights and performing its obligations under the Agreement, including as set forth in Section 2.3 and Section 8.

3.3 Exclusions. The restrictions on disclosure and use in Section 3.1 and Section 3.2 will not apply to information or material that (a) is now, or becomes, through no act or failure to act on the part of the receiving party, generally known or publicly available; (b) is or was known by the receiving party at or before the time such information or material was received from the disclosing party; or (c) is furnished to the receiving party by a third party that is not under an obligation of confidentiality with respect to such information or material. Further, Participant may disclose Center Confidential Information and Center may disclose Participant Confidential Information, as the case may be, with the other party's prior written approval or to the extent required by law or ordered by a court of competent jurisdiction through a non-appealable decision.

4. Payments

4.1 Fees. For the Products subject to the Program as identified in the main body of the Agreement, Participant will pay to Center the fees identified in the Agreement's Appendix D: Green-e™ Certification Fee Structure for Taiwan R.O.C. Renewable Energy. Payment of fees is due within thirty (30) days after delivery of invoice. All fees are non-refundable. As between Center and Participant, Participant will be responsible for any charges or fees incurred by Participant or Center in connection with Participant's payment obligations under the Agreement (for example, administration fees or set-up fees imposed by electronic payment systems).

4.2 Taxes. Participant will pay all sales, use, personal property and other taxes resulting from the Agreement or any activities under the Agreement, except for Center's income taxes.

5. Representations and Warranties

5.1 By Center. Center represents and warrants that it has all rights and full power and authority to enter into the Agreement and to perform its obligations under the Agreement.

5.2 By Participant. Participant represents and warrants that: (a) it has all rights and full power and authority to enter into the Agreement and to perform its obligations under the Agreement; (b) the disclosures and other information provided by Participant under the Agreement are complete, correct and accurate; and (c) Participant's use of the Logo is and will be performed in accordance with the Agreement and all applicable law.

5.3 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CENTER PROVIDES THE LOGO "AS IS" AND "WITH ALL FAULTS," AND HEREBY DISCLAIMS WITH RESPECT TO THE LOGO AND ITS PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT ALL WARRANTIES, DUTIES, AND CONDITIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF OR RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR VIOLATION OF ANY PARTY RIGHTS, OR ANY WARRANTY OTHERWISE ARISING IN ANY WAY OUT OF THESE TERMS, NOR IS ANY REPRESENTATION OR WARRANTY MADE WITH RESPECT TO THE GOODWILL ASSOCIATED AT ANY TIME WITH THE LOGO. WITHOUT LIMITATION OF THE FOREGOING, CENTER MAKES NO REPRESENTATION OR WARRANTY AS TO NONINFRINGEMENT BY THE LOGO OF THIRD-PARTY TRADEMARKS, AND CENTER UNDERTAKES NO OBLIGATION TO REGISTER THE LOGO IN ANY JURISDICTION.

5.4 EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, CENTER HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. Without limiting the generality of the foregoing, Participant acknowledges that the Program Requirements established by the Center related to Green-e™ Energy program are developed solely based on renewable energy use in only the regions and/or countries specified in the relevant Program Requirements, and Center does not currently maintain standards for renewable energy outside of those regions.

6. Corrupt Practices Prohibition. Participant represents, warrants, and covenants to Center in connection with this Agreement that Participant: (i) has complied and will comply with all applicable laws, rules, regulations and industry codes governing bribery, money laundering, and other corrupt practices and behavior (including, as applicable, the US Foreign Corrupt Practices Act and the Taiwan R.O.C. Anti-Corruption Act and its amendments and secondary regulations), and (ii) will not, directly or indirectly, offer, give, pay, promise to pay, or authorize the payment of any bribes, kickbacks, influence payments, or other unlawful or improper inducements to any person in whatever form (including, without limitation, gifts, travel, entertainment, contributions, or anything else of value). Center may, in addition to its other rights and remedies, immediately terminate this Agreement in the event that Center receives any information which it in good faith determines, in its sole discretion, to be evidence of an actual, alleged, possible or potential breach by Participant of any representation, warranty, or covenant in this paragraph. In the event of such termination, Center shall have no liability to Participant for any charges, fees, reimbursements, or other compensation or claims under this Agreement, including for services previously performed.

7. Corporate Social Responsibility (“CSR”) Conduct and Compliance Acknowledgment, Representations and Warranties.

7.1 Acknowledgment of Center Values. Participant acknowledges that Center operates based on a set of values and guidelines for action and behavior regarding people (including, without limitation, clients, employees, communities impacted by Participant’s activities, and shareholders) and the environment, and that these values and guidelines are consistent with OECD (2011), OECD Guidelines for Multinational Enterprises, OECD Publishing. <http://dx.doi.org/10.1787/9789264115415-en> (collectively, the “Principles”).

7.2 Participant’s Adherence with the Principles. Participant represents and warrants that it conducts its business in a manner that is consistent with the Principles.

7.3 Compliance with CSR Laws. Participant is in material compliance with, and requires its subcontractors and any person under its control to materially comply with, all applicable state, national, and international laws, rules and regulations relating to ethical and responsible standards of behavior, including, without limitation, those dealing with human rights (including, without limitation, human trafficking and slavery and conflict mineral sourcing), environmental protection, sustainable development and bribery and corruption, including any legislation or regulation implementing the Principles (the “Rules”). Participant has adopted and implemented appropriate and effective policies to ensure compliance with these Rules.

8. Indemnification; Limitation of Liability

8.1 By Center. Center will defend, indemnify and hold harmless Participant and its affiliates, and their respective directors, officers, employees, agents, representatives, successors and assigns, from and against any and all third party claims, actions (including any inquiries, investigations, enforcement actions and other actions by governmental or regulatory entities), and causes of action, and any damages, fines, penalties, liabilities, obligations, judgments, decrees, settlements, costs and expenses (including reasonable attorneys’ fees) related to or resulting from any of the foregoing, to the extent arising out of or related to: (a) any breach, or a claim that if true would be a breach, by Center of any of its obligations, covenants, representations or warranties contained in the Agreement; (b) the gross negligence or willful misconduct of Center arising out of its performance of this Agreement; or (c) any violation of or failure to comply with any law applicable to Center by Center; except for, in each case, those claims, actions, and causes of action for which Participant is required to indemnify Center pursuant to Section 8.2. Following notice of a material, bona fide claim or threat of a claim against the Center for trademark infringement associated with use of the Logo, Center may, at its option: (i) procure for Participant the right to continue using the Logo; (ii) replace or modify the Logo to make it non-infringing; or (iii) terminate the Agreement.

8.2 By Participant. Participant will defend, indemnify and hold harmless Center and its affiliates, and their respective directors, officers, employees, agents, representatives, successors and assigns, from and against any and all third party claims, actions (including any inquiries, investigations, enforcement actions and other actions by governmental or regulatory entities), and causes of action, and any damages, fines, penalties, liabilities, obligations, judgments, decrees, settlements, costs and expenses (including reasonable attorneys’ fees) related to or resulting from any of the foregoing, to the extent arising out of or related to: (a) any breach, or a claim that if true would be a breach, by Participant of any of its obligations, covenants, representations or warranties contained in the Agreement; (b) any use by Participant of the Logo other than as expressly

permitted under the Agreement; (c) manufacture, sale, distribution, promotion or other commercialization involving a Product; (d) the gross negligence or willful misconduct of Participant; or (e) any violation of or failure to comply with any law applicable to Participant.

8.3 Indemnification Process. The party seeking indemnification under the Agreement (“**Indemnified Party**”) will promptly give written notice to the other party (“**Indemnifying Party**”) of any claim or the commencement of any action as to which indemnity is sought, but any failure to provide such notice will not relieve any party of its obligation to indemnify except to the extent such party is materially prejudiced by such delay. The Indemnifying Party may assume the defense of the claim or action and take all steps reasonably necessary at its expense to defend or settle such claim or action, but if it fails to do so the Indemnified Party may undertake such defense and steps reserving all rights against the Indemnifying Party. The Indemnified Party will cooperate with the Indemnifying Party and may participate and appear with the Indemnifying Party in the claim or action at its own expense with legal counsel of its own choosing. Notwithstanding the foregoing, the Indemnifying Party will not consent to any judgment or settlement of any claim or action subject to indemnification by the Indemnifying Party under the Agreement without the prior written approval of the Indemnified Party, which shall not be unreasonably withheld.

8.4 Limitation of Liability.

IN NO EVENT SHALL CENTER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT TO PARTICIPANT OR ANY OTHER THIRD PERSON(S), EXCEED THE CUMULATIVE AMOUNT OF ANNUAL FEES ACTUALLY PAID BY PARTICIPANT TO CENTER UNDER THIS AGREEMENT FOR THE YEAR(S) IN WHICH THE CLAIM(S) GIVING RISE TO THE LIABILITY AROSE.

PARTICIPANT ASSUMES ALL RISKS, AND RESULTING LIABILITIES AND OBLIGATIONS, ARISING OUT OF OR RESULTING FROM ITS USE OF OR ACCESS TO THE LOGO AND ANY OTHER MATERIALS PROVIDED BY CENTER.

WITHOUT LIMITATION OF THE FOREGOING, CENTER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES SHALL BE UNDER NO OBLIGATIONS TO DEFEND PARTICIPANT OR ANY OF ITS AFFILIATES AGAINST ANY CLAIMS, DISPUTES OR PROCEEDINGS ASSERTED BY ANY THIRD PARTY OR BEFORE ANY GOVERNMENTAL AGENCY OR AUTHORITY, ALLEGING MISAPPROPRIATION OR INFRINGEMENT OF PROPRIETARY RIGHTS, INTELLECTUAL PROPERTY RIGHTS OR VIOLATION OF ANY LAWS OR REGULATIONS ARISING OUT OF OR RESULTING FROM PARTICIPANT'S USE OF THE LOGO.

8.5 Acknowledgment of Disclaimers and Limitations. The Parties acknowledge that Center entered into this Agreement in reliance upon its warranty disclaimers and the limitations of liability set forth in this Agreement, and that such disclaimers and limitations are an essential basis of the bargain between the Parties.

9. Term; Termination

9.1 Term. The Agreement will be effective upon the Effective Date and will continue until the first anniversary of the end of the calendar year of the Effective Date (the “Term”), unless terminated earlier as provided in this Section 9.

9.2 Termination for Convenience. Either Party may terminate the Agreement for convenience by providing the other party thirty (30) days' written notice.

9.3 Termination for Cause. Either party may terminate the Agreement upon written notice to the other party if the other party:

(a) breaches any material term or condition of the Agreement capable of remedy that it fails to remedy within thirty (30) days (or fifteen (15) days in the case of Participant's breach of Section 2.1 or Section 2.2) following written notice specifying such breach;

(b) commits any material and irremediable breach of this Agreement or repeats any material breach that has previously and properly been the subject of a notice under Section 9.3(a) above; or

(c) applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets (or such a receiver, trustee or liquidator is appointed for the other party), has filed against it an involuntary petition for bankruptcy that has not been dismissed within sixty (60) days, files a voluntary petition for bankruptcy or a petition or answer seeking reorganization, becomes or is insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors.

9.4 Termination of License and Use Prior to Expiration Date. Participant shall promptly cease display and use of the Logo prior to the expiration of the Term of this Agreement in the event that: (a) Participant ceases to offer the Product for sale; (b) Center notified Participant that the Product is subject the provisions of Section 1.6 ("Cessation of Logo Use") or Section 10 ("Enforcement and Censure") herein; or (c) Participant is no longer in compliance with one or more of the terms and conditions of this Agreement. Participant agrees to monitor its own compliance with items (a) and (c) above, and shall promptly cease use of the Logo upon the occurrence of either event, regardless of the receipt of any notice from Center. Upon termination of Participant's right to use the Logo, Participant agrees to replace all materials (including websites or other electronic media) featuring the Logo, which replacement period shall not exceed thirty (30) days after termination of Participant's right to use the Logo under this Section 9.4.

9.5 Effect of Termination. Any and all rights and licenses to the Logo granted to Participant under the Agreement and other rights and benefits of Participant contemplated by the Agreement (including Participant's participation in the Green-e™ Energy program with respect to Products) will end automatically upon the expiration or termination of the Agreement. Upon expiration or termination of the Agreement, Participant will promptly cease all display and use of the Logo, except that (unless the Agreement is terminated for Participant's breach) Participant will have a commercially reasonable period of time (not to exceed thirty (30) days) after the effective date of any expiration or termination to distribute copies or units of Products and Product-related materials bearing the Logo that were produced prior to the effective date of expiration or termination, in each case subject to the Agreement (including, to avoid doubt, Participant's obligations under Section 2.1).

9.6 Survival. The following sections of this Appendix will survive the expiration or termination of the Agreement: 1.3, 1.4, 1.5, 2.1, 2.3, 2.5, 3, 4, 5.3, 8, 9.4, 9.5, 10.2, and 11.

10. Enforcement and Censure

10.1 Suspension. Participant acknowledges and agrees that Center must be able to institute quality control over the Product that Participant asserts meet the

standards established by Center and represented by the Logo. If Center reasonably believes that Participant is in breach of any material term or condition of the Agreement related to the Product (“**Suspect Product**”) or otherwise using the Logo other than as expressly permitted under the Agreement, failing to comply with verification, marketing, or disclosure requirements of the Agreement, or using deceptive or unethical marketing or advertising practices for the Suspect Claim, Center may immediately suspend Participant’s right to use the Logo and Participant’s participation in the Green-e™ Energy program with respect to the Suspect Product. During any such suspension, Participant will have no right to (and will not): use the Logo in connection with the Suspect Product; identify Participant as a participant in the Green-e™ Energy program or licensee of the Logo or Center for the Suspect Product; or identify or list the Suspect Product as compliant with Center’s certification standards. Further, in order to assist Center in its efforts to maintain its quality control processes, unless and until Participant provides Center with reasonably sufficient documentation evidencing that Participant (a) has cured the issues related to Participant’s suspension and paid any related fees due under the Agreement and (b) can and will meet the requirements set forth in the Agreement for participation in the Green-e™ Energy program and the right to use the Logo, Participant will not apply for certification under the Green-e™ Energy program for any products (including the Suspect Product). This Section 10.1 is in addition to Center’s rights under Section 9.

10.2 Notification to Customers. Center retains the right to communicate with Participant’s customers, or with regulators and watchdog organizations (for example, the U.S. Federal Trade Commission or equivalent; Taiwan R.O.C.’s National Consumer Service, national, regional, or local Attorney(s) General or equivalent; or other stakeholders), regarding any Participant noncompliance and Participant hereby authorizes Center and its agents to make such communications.

11. Miscellaneous

11.1 Entire Understanding. The Agreement, including all its appendices and especially this Appendix A: Green-e™ Energy Certification Terms and Conditions for Taiwan R.O.C. Renewable Energy and all other documents incorporated by reference in the Agreement, constitutes the entire Agreement between the parties concerning the subject matter of the Agreement and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions and agreements, whether oral or written, between the parties relating to the subject matter of the Agreement and all past courses of dealing or industry custom. Except as set forth in this Appendix A, the Agreement may not be modified or amended except by written Agreement signed by duly authorized representatives of both parties. If there is any conflict between this Appendix A (on the one hand) and the Agreement and other documents incorporated by reference in the Agreement (on the other hand), this Appendix A will control.

11.2 Notices. Notices, requests, demands and other communications required or permitted under the Agreement will be deemed to have been duly given on the date of receipt, either served personally, by electronic mail (such as email), or mailed by first-class registered or certified mail, return receipt requested to (a) Center at the address below and (b) Participant at the address given in the main body of the Green-e™ Energy Certification and Logo Use Agreement. The parties may from time to time designate another person or address in a notice delivered pursuant to this Section, but Participant will at all times ensure that its contact information is current.

Executive Director

Center for Resource Solutions
1012 Torney Ave, Second Floor
San Francisco, CA 94129
Notice@resource-solutions.org

11.3 Governing Law. The Agreement will be governed by the laws of the State of California, United States of America, without regard to its conflicts of laws provisions. Subject to the exception below, any dispute regarding the Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco, California, and the parties irrevocably consent to the exclusive jurisdiction and venue of such courts. Notwithstanding the aforementioned, Center reserves for itself, and Participant hereby accepts, the right for Center to sue directly before the competent Taiwan R.O.C. courts of law, especially in case of infringement of local laws and regulations that regulate intellectual property.

11.4 Assignment. Participant will not assign, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, the Agreement or any of its rights or obligations under the Agreement, without Center's prior written consent. Any attempted assignment, transfer, delegation or disposal in violation of the foregoing will be void and will constitute a material breach of the Agreement. Center may assign, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, the Agreement or any of its rights or obligations under the Agreement, without Participant's prior written consent. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

11.5 Severability. If and to the extent that any court of competent jurisdiction holds any provision of the Agreement or any part of the Agreement to be illegal, invalid or unenforceable, the other provisions will remain in full force and effect and the illegal, invalid or unenforceable provision will be deemed replaced by a provision that most nearly reflects the intent of the parties in entering into the Agreement.

11.6 Relationship of the Parties; No Third-Party Beneficiaries. The Agreement will not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties will at all times be and remain independent contractors and neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever. Center and Participant agree that the Agreement does not create nor will it be construed to create any rights enforceable by any entity not a party to the Agreement and at no time will any entity be deemed to be a third-party beneficiary under the Agreement or to have any contractual relationship with either party pursuant to the Agreement. The Agreement is for the sole and exclusive benefit of the parties hereto.

11.7 Further Assurances. Each party agrees to execute and deliver (or cause the execution and delivery of) such other or additional documents and instruments, and to take such further actions, as may be reasonably requested by the other party consistent with the Agreement to evidence, enforce or otherwise effectuate the purposes and intent of the Agreement.

11.8 Waivers. The failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of the Agreement (including those related to Center's verification and compliance procedures), or to exercise any right or remedy upon

the breach of the Agreement, will not constitute a waiver by either party of any breach of the Agreement.

11.9 Force Majeure. Neither party will be liable to the other for failure or delay in performing its obligations under the Agreement if such failure or delay is due to circumstances beyond its reasonable control, including acts of any governmental body (including acts to invalidate or otherwise impair Center's rights to the Logo), war, terrorism, insurrection, sabotage, embargo, plague, fire, flood, earthquake, tsunami, other natural disaster, nuclear or chemical contamination, riots or civil disturbances, strike, interruption of or delay in transportation, and unavailability of, interruption of or delay in telecommunications or third party services necessary for purposes of performing under the Agreement.

11.10 Interpretation. For purposes of interpreting the Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) the words "include" and "including" will not be construed as terms of limitation and will therefore mean "including but not limited to" and "including without limitation" (without regard to the inclusion or non-inclusion of such phrases); (c) the sections and other headings contained in this Appendix A are for reference purposes only, and will not affect in any way the meaning or interpretation of the Agreement; and (d) unless otherwise specifically stated, section references in this Appendix A refer to the sections of this appendix.

11.11 Counterparts. The Agreement may be executed in several counterparts, each of which will be an original, but all of which together will constitute one and the same document.

11.12 Prevailing Language. This Agreement is in English only. In the event any translation of this Agreement is prepared for convenience or any other purpose, the provisions of the English version shall prevail.