

ESSENTIALS OF SUSTAINABLE PACKAGING TERMS OF SERVICE

Last Modified: September 11, 2018

Effective Date: September 11, 2018

1. Overview.

1.1. Introduction. This Essentials of Sustainable Packaging Terms of Service Agreement (this “*Agreement*”) is an agreement between you (referred to in this Agreement as “*you*” or “*your*”) and Green Blue Institute, d/b/a GreenBlue, a Delaware non-stock corporation (referred to in this Agreement as “*GreenBlue*”, “*we*”, “*us*”, or “*our*”). The Sustainable Packaging Coalition (“*SPC*”), a project of GreenBlue, has developed a series of training courses known as Essentials of Sustainable Packaging (“*Essentials of Sustainable Packaging*” or “*ESP*”) provided through an online platform available at <https://spc.learnupon.com> (the “*ESP System*”) and related course materials (as further defined below, the “*ESP Materials*”) The ESP System and the ESP Materials are collectively referred to herein as the “*ESP System and Materials*”. **You agree to read this Agreement carefully.**

1.2. Your Company. If you create an ESP Account or purchase an ESP Subscription (as defined below) on behalf of another person or entity (“*Your Company*”), you represent and warrant to us that you have the authority and authorization to bind Your Company to this Agreement, and in that case: (i) in Section 1.1 above, the term “*you*” refers both to you and Your Company, and (ii) in every other section of this Agreement except for Section 1.1 above and this Section 1.2, the terms “*you*” and “*your*” refer to Your Company. If you do not have such authority and authorization, or if you or Your Company do not agree to all of the provisions of this Agreement, neither you nor Your Company are permitted to access or use the ESP System or the ESP Materials.

1.3. Binding Contract. You acknowledge and agree that this Agreement is a legally binding contract between you and GreenBlue and that it governs your access and use of the ESP System and Materials. In this Agreement, you and GreenBlue are referred to individually as a “*party*” and collectively as the “*parties*”, and “*User*” (and “*user*”, collectively “*Users*” or “*users*”) refers to a person who accesses or uses the ESP System and Materials.

2. Users Under 18. You may only create or use an ESP Account or use the ESP System and Materials if you are (a) at least eighteen (18) years old, and (b) allowed by law to enter into a binding contract. If you are not at least eighteen (18) years old, you must not access or use the ESP System or the ESP Materials.

3. Privacy Policy. Our Privacy Policy, located at https://sustainablepackaging.org/wp-content/uploads/2018/09/ESP_PrivacyPolicy.pdf (our “*Privacy Policy*”), explains how we collect and use your information. You understand and agree that the provisions of our Privacy Policy are part of this Agreement and is binding upon you and us.

4. Updates. As technology changes and as we develop the Essentials of Sustainable Packaging, we may modify this Agreement and our Privacy Policy from time to time. When we modify this Agreement or our Privacy Policy, we will give you notice by posting the amended Agreement or Privacy Policy on the ESP System, and, if the changes meaningfully affect your rights or obligations, we may give you notice by e-mail. The amended Agreement and Privacy Policy 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 14 and 15 will not apply to any disputes for which you and we have received actual notice on before such Effective Date. If you continue to access or use the ESP System and Materials after the Agreement or our Privacy Policy is amended, you agree to be bound by the revised Agreement and Privacy Policy. If you do not agree with the updated Agreement and Privacy Policy, you agree that you will

promptly (1) discontinue your use of the ESP System and Materials, and (2) contact us at [education@greenblue.org] to request that your ESP Account be closed.

5. Definitions. In addition to terms defined in other parts of this Agreement, as used in this Agreement:

5.1. “*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.

5.2. “*GreenBlue Parties*” means GreenBlue, SPC, and their Affiliates, and the officers, directors, shareholders, members, managers, employees, attorneys, and agents of any of the foregoing.

5.3. “*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.

6. Description of the ESP System. The ESP System allows users to enroll and participate in various online courses. You acknowledge and agree the Essentials of Sustainable Packaging is always evolving and that we may, at any time and without notice to you, add or remove courses or ESP Materials, features, or functionality of the ESP System or modify or discontinue the ESP System, in whole or in part. The ESP System and Materials may contain links to third party websites or advertisements or promotions for third party products and services. We are not responsible for any content, products, or services provided by others. The inclusion of any link to such sites or advertisements or promotions of such products or services does not imply endorsement by any of the GreenBlue Parties (as defined in Section 5).

7. Your ESP Account and User Content.

7.1. Registration. In order to use the ESP System, you must register with us and create an account (an “*ESP Account*”). Our registration process currently requires you to complete a signup form and provide your name, the name of your company or organization, and your e-mail address and select a password (your “*Login Credentials*”). We may permit or require you to provide additional information in order to use the ESP System and Materials or certain features of the ESP System. As used in this Agreement, “*Account Information*” means all information associated with your ESP Account. You agree to update your Account Information, as necessary, to ensure that it remains current, accurate, and complete. You authorize us to verify your Account Information at any time. If any of your Account Information is untrue, inaccurate, incomplete, or not current, we retain the right, in our sole discretion, to suspend or terminate your ESP Account and your access to the ESP System and Materials.

7.2. User Content. As used in this Agreement, “*User Content*” means a user’s Account Information, and all content (including without limitation, course ratings, reviews, comments, and other materials) the user or the user’s Authorized Users (as defined in Section 8.1 below) upload, post, sends, submit, transmit, or otherwise transfer to or through the ESP System. You acknowledge and agree that we do not prescreen and are not responsible for your User Content. Nevertheless, we may at any time, with or without notice to you, block, interrupt, delete, or otherwise remove, disable or restrict access to, or refuse to display or transmit any of your User Content.

7.3. Use of Your User Content. We value and respect your privacy, and we will only use your User Content as permitted by this Agreement and our Privacy Policy. You retain any ownership rights you have in your User Content, and nothing in this Agreement limits your right to use your User Content outside of the ESP System. You grant us a worldwide, royalty-free, non-exclusive, transferable, sublicensable, perpetual, and irrevocable license to use, practice, copy, modify, adapt, create derivative works of, store, host, publish, publicly perform, publicly display, distribute, communicate, and transmit your User Content in any and all media or distribution methods (now known or later developed). This license permits us, for example, to host, publish, and publicly display your ratings and reviews of the courses included in the

Essentials of Sustainable Packaging to provide and improve the ESP System and Materials based on your Feedback (as defined below). You represent and warrant to the GreenBlue Parties: (a) that you have the right (and have obtained any and all necessary permissions, consents, and authorizations) to grant us the foregoing license and to grant all other rights and licenses granted in this Agreement, and (b) that the use of your User Content and the exercise of the foregoing license by the GreenBlue Parties (and their sublicensees) will not infringe the Intellectual Property Rights of any Person. You understand and agree that we may transfer, process, maintain, and store your User Content in any country (or in multiple countries), including countries other than your country of residence or the country or countries where you use the ESP System and Materials.

7.4. Feedback. We encourage you to send us messages, feedback, or data, including, for example, ideas, comments, suggestions, or questions about the Essentials of Sustainable Packaging, the ESP System, or any other product or service (collectively, “*Feedback*”). You agree not to send us any information or ideas that are sensitive or confidential, and you agree that any Feedback we receive from you will not be considered confidential. You grant us a worldwide, royalty-free, exclusive, transferable, sublicenseable, perpetual, and irrevocable license to record, use, practice, copy, modify, adapt, create derivative works of, store, host, publish, publicly perform, publicly display, distribute, communicate, and transmit your Feedback in any and all media or distribution methods (now known or later developed), and to exercise all Intellectual Property Rights in and to your Feedback. We will be entitled to use the Feedback for any purpose whatsoever (including, for example, developing, improving, producing, providing, or marketing products and services) without compensation to you or any other person sending the Feedback, and we will not be under any obligation to tell you if and how we use the Feedback. The provisions of this Section 7.4 will continue to apply even if you stop using the ESP System and Materials and will survive the closure, deletion, or termination of your ESP Account or this Agreement.

8. Using the ESP System.

8.1. Authorized Users. As used in this Agreement, “*Authorized Users*” (each, an “*Authorized User*”) means you or your employees, contractors, agents, or representatives who you authorize to access or use your ESP Subscription (as defined below). We require each Authorized User to have separate login credentials to access and use the ESP System in connection with your ESP Subscription. You agree that you will require your Authorized Users to comply with this Agreement, and you acknowledge and agree that you are liable, and accept full responsibility for, all actions taken by your Authorized Users in connection with the ESP System and Materials, regardless of whether such actions are authorized by you.

8.2. Permission to Use the ESP System. Subject to your compliance with this Agreement, we grant you permission to access and use the ESP System. The permission for you to use the ESP System is further conditioned on the following: (i) you will not permit any other person to access or use the ESP System through your ESP Account; (ii) you will not permit any person other than your Authorized Users to access or use the ESP System through your ESP Subscription; (iii) you will not attempt to reverse engineer, alter, or modify any part of the ESP System; (iv) you will not copy, download, print, screen record, share, distribute, sell, personally keep, or otherwise reuse in original or derivative form, any content from the Essentials of Sustainable Packaging or the ESP Materials; and (v) you will comply with all of the provisions of this Agreement. If you violate this Agreement, your permission to use the ESP System and Materials will automatically terminate, and you will not be entitled to any refund of payments made to us. Your permission to access and use the ESP System and Materials is personal, non-exclusive, non-assignable, non-sublicensable, and may be limited or revoked by us at any time. We reserve the right, in our sole discretion, to refuse service, to suspend or terminate your ESP Account.

8.3. Your Responsibilities. You are responsible for maintaining the confidentiality of the Login Credentials used to access your ESP Account. You acknowledge and agree that you are responsible for any activities that occur through your ESP Account, whether or not authorized by you or your Authorized Users.

You agree to immediately notify us of any security breach associated with your Login Credentials or your ESP Account and of any unauthorized use of your ESP Account. We will not be liable for your losses caused by any unauthorized use of your ESP Account, and you acknowledge and agree that you may be liable for the losses of the GreenBlue Parties or others due to such unauthorized use.

9. Service Plans and Subscriptions.

9.1. Service Plans. We require each ESP Account to be associated with subscribed to one of the Service Plans listed on the ESP System at <https://sustainablepackaging.org/projects/esp/> (each, a “*Service Plan*”). When you create an ESP Account, you will be required to select and subscribe to a Service Plan for your ESP Account (your “*ESP Subscription*”). If you are an Authorized User, when you create an ESP Account, your ESP Account may automatically be associated with Your Company’s ESP Subscription. You are granted permission to use the ESP System and Materials for the duration of your ESP Subscription. We may change the fees for our Service Plans at any time, but no such fee changes will apply to your ESP Subscription until it is renewed.

9.2. Service Period. The term of this Agreement (the “*Service Period*”) will commence on the date GreenBlue Parties receives full payment for your ESP Subscription, and, unless otherwise sooner terminated as provided in this Agreement, will continue until the earlier of (a) the expiration or termination of your ESP Subscription, or (b) the closure, deletion, or termination of your ESP Account or this Agreement.

9.3. Ordering and Managing Paid Services. As used in this Agreement, an “*ESP Services Agreement*” means a separate written agreement provided by GreenBlue that references this Agreement. Some Service Plans may be ordered and managed directly through the ESP System, and some Service Plans may only be ordered and managed by signing a separate ESP Services Agreement. In the event that any provision of an ESP Services Agreement conflicts with or is inconsistent with any provision of this Agreement, the ESP Services Agreement will prevail and control.

9.4. Payment.

9.4.1. Generally. You are responsible for making full and complete payment for your ESP Subscription. You agree that you will provide and maintain complete and accurate billing contact and payment information as requested by GreenBlue (your “*Payment Information*”). You may be required to pay for your ESP Subscription by credit card, and you authorize us to charge any credit card(s) that you include as part of your Payment Information for all payments owed for such ESP Subscription. Subject to the Privacy Policy, your Payment Information may be transmitted to and stored by a third party payment processor. In some cases, instead of processing the payment for your ESP Subscription online, we may instead invoice you for your ESP Subscription, and you agree to promptly pay such invoice within 14 days of the date you receive it. In no event are we responsible for any failure to process payment for the purchase or renewal of your ESP Subscription. In the event of a charge back by a credit card company, or any similar action by a payment provider or payment processor (a “*Charge Back*”), you agree that we may suspend, cancel, close, or terminate your ESP Subscription and/or your ESP Account (and the ESP Accounts of your Authorized Users). If, within five (5) days of the Charge Back, you pay our then current reinstatement fee and all other payments due to us for your ESP Subscription, we will reinstate your ESP Subscription, your ESP Account, and the ESP Accounts of your Authorized Users. However, we reserve the right, for any reason, to refuse to reinstate ESP Subscription, your ESP Account, and the ESP Accounts of your Authorized Users, in which case we will not accept your payment of the reinstatement fee.

9.4.2. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “*Taxes*”). You are responsible for paying all Taxes associated

with your ESP Subscription. If we have the legal obligation to pay or collect Taxes for which you are responsible under this Section 9.4.2, we will invoice you for that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority, and you will pay such Taxes within thirty (30) days of receipt of the invoice therefor. For clarity, GreenBlue is solely responsible for taxes assessable against it based on its income, property, and employees.

9.5. Expiration and Renewal. Your ESP Subscription may be renewed by payment of the then current renewal fee for the applicable Service Plan. Your ESP Subscription will automatically terminate on its expiration date unless we receive and accept full payment from you before such expiration date for the applicable renewal fee. You acknowledge and agree that it is your responsibility to keep and maintain your own records and reminders regarding when your ESP Subscription is scheduled to expire. As a convenience to you, we may send you a reminder notice informing you when the renewal fee for your ESP Subscription is due, but we have no obligation to do so.

9.6. Cancellations and Refunds. All payments for your ESP Subscription (or the renewal thereof) are final. You may close your ESP Account at any time, but we will not issue you a pro-rata refund for the remaining, unused portion of your ESP Subscription. We reserve the right to cancel any your ESP Subscription at any time and for any reason, including without limitation for your violation of any provision of this Agreement. If we cancel any your ESP Subscription for any reason other than for a violation of this Agreement, we will issue you a pro-rata refund for the remaining, unused portion of your ESP Subscription, which will be your sole and exclusive remedy in the event of such cancellation or termination.

10. Intellectual Property Rights.

10.1. Generally. You acknowledge and agree that except as otherwise expressly stated in this Agreement, and except for your User Content, the GreenBlue Parties (or their third party licensors) own all Intellectual Property Rights in and to the Essentials of Sustainable Packaging, together with all content and materials displayed, transmitted, performed, included, or provided on or through the ESP System, including without limitation all text, titles, photos, graphics, logos, designs, audio and video transmissions and recordings, and other content and course materials (collectively, “*ESP Materials*”). Except as otherwise expressly provided in this Agreement, we retain all rights in and to the Essentials of Sustainable Packaging and the ESP System and Materials. As used in this Agreement, “*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: (a) 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*”); (b) 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; (c) copyrights and registrations and applications therefor; (d) 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; (e) publicity rights, including without limitation the right to use a Person’s name, image, photo, portrait, voice, sound-alike, likeness, and persona for advertising, marketing, promotional, trade, business, and commercial purposes; and (f) moral rights and privacy rights.

10.2. Our Trademarks. The names Green Blue Institute, GreenBlue, Sustainable Packaging Coalition, SPC, How2Recycle, Essentials of Sustainable Packaging, and the graphics, icons, logos, service names, designs, and layouts associated with the foregoing are the trademarks, service marks, or trade dress of the GreenBlue Parties in the United States and/or other countries. You acknowledge and agree that you

will not use any of the GreenBlue Parties' Marks (including as part of other Marks and/or Internet domain names) in connection with any product or service in any manner that is likely to cause confusion or dilution of the GreenBlue Parties' Marks. All other Marks are the property of their respective owners.

11. Claims of Intellectual Property Infringement.

11.1. Generally. We respect the Intellectual Property Rights of others, and we require each of our users to do the same. We take claims of infringement of Intellectual Property Rights seriously, and we reserve the right, in our 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 User Content. In appropriate cases and in our sole discretion, we may Remove User Content if properly notified that such User Content infringes a third party's Intellectual Property Rights. It is our policy, in appropriate circumstances, to disable and/or terminate the User Accounts of users who are repeat infringers. Without limiting any of our rights to take other action described in this Agreement, including without limitation, immediately Removing or modifying Infringing Content without notice, we will, within a reasonable period of time following our 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.

11.2. Reporting Claims of Copyright Infringement.

11.2.1. Digital Millennium Copyright Act (DMCA) Notice Procedures. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or through the ESP System infringe your copyright, you may request removal of those materials (or access thereto) from the ESP System 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:

- Your physical or electronic signature;
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the ESP System, a representative list of such works;
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
- Adequate information by which we can contact you (such as your name, mailing address, telephone number, and, if available, an e-mail address);
- A statement that you have 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 you are authorized to act on behalf of the copyright owner.

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

Michael Brann
Green Blue Institute
600 Water Street
Suite C
Charlottesville, VA 22902
(434) 202-4769
Michael.Brann@greenblue.org

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the ESP System is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

11.2.2. DMCA Counter-Notification Procedures. If you believe that your User Content was removed or access to it was disabled by mistake or misidentification, you 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:

- Your 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 you that you have 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;
- Your name, address, and telephone number (and if you wish to facilitate our ability to contact you, your e-mail address); and
- A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if your address is outside of the United States, for any judicial district in which GreenBlue may be found), and that you will accept service of process from the person who provided us with the DMCA Notice at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your DMCA Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the ESP System was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

11.3. Reporting Claims of Other Intellectual Property Infringement. If you believe any User Content accessible on or through the ESP System infringes your Intellectual Property Rights (other than your copyrights), you may request removal of the User Content from the ESP System by submitting written notification to the GreenBlue Intellectual Property Agent (designated above). The written notice (an "*Infringement Notice*") must include all of the following:

- Your physical or electronic signature.
- Identification and description of the Intellectual Property Rights you believe to have been infringed. If you are reporting a claim of trademark infringement, your written notice must identify the exact trademark, service mark, or other mark (and if the mark is anything other than standard characters, you must include a copy of the mark), a description of the goods or services for which you believe you have trademark rights, the registration number and office of registration (if applicable), and a description of the reason why you believe the User Content ("*Alleged Infringing Content*") causes a likelihood of confusion with or dilution of your mark.
- Identification of the Alleged Infringing Content you believe to be infringing in a sufficiently precise manner to allow us to locate it. Adequate information by which we can contact you (such as your name, mailing address, telephone number, and, if available, an e-mail address).

- A statement that you have 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 you are the authorized owner of the Intellectual Property Rights or that you are authorized to act on behalf of the owner of the Intellectual Property Rights.

Upon receipt of an Infringement Notice, we may act in any manner that we deem reasonable and appropriate, including without limitation, temporarily or permanently Removing the Alleged Infringing Content described in such Infringement Notice. However, we will generally endeavor to provide a copy of the Infringement Notice to the user 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 us, in which case we 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 we forward the Infringement Notice, we 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 will communicate directly to resolve the matters alleged in such Infringement Notice. Thereafter, but without limiting our rights to take any other action that we deem appropriate or reasonable (including Removing the Alleged Infringing Content), we will 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 13.1 above.

We have no responsibility or liability for any user content or any other content or materials that are posted, displayed, or transmitted by any person in connection with the ESP System (collectively, “*Third Party Materials*”) or for any failure to remove any Third Party Materials. Except as expressly set forth in this Agreement and subject to applicable law, any person which alleges that any Third Party Materials infringes its or a third party’s intellectual property rights expressly and forever waives all such infringement claims against the GreenBlue Parties and agrees that its sole recourse with respect to any such claims will be against the person or entity who posted or is otherwise responsible for such Third Party Materials.

We have no responsibility of liability to any person for removing any Third Party Materials. Each user expressly and forever waives all claims against the GreenBlue Parties arising out of or relating to the temporary or permanent suspension or removal of any Third Party Materials.

You agree that if you knowingly materially misrepresent that User Content or activity on the ESP System is infringing Intellectual Property Rights, you will be held liable, and will reimburse us, for costs and fees (including attorneys’ fees) and other damages we incur in reviewing, investigating, addressing, and responding to your written notice and the claims made in such notice.

12. Identifying Subscribers. You grant us permission to display your name, Your Company’s name, and Your Company’s logo on our websites, social media, and marketing materials (a) to identify organizations that have received training through the Essentials of Sustainable Packaging, and (b) in connection with reviews of Essentials of Sustainable Packaging by you or your Authorized Users.

13. Disclaimers and Limitation of Liability - *PLEASE READ CAREFULLY: This Section 13 limits the liability of the GreenBlue Parties. The provisions of this Section apply to the maximum extent permitted under applicable law. Some jurisdictions do not permit the limitation of liability in contracts or the disclaimers of implied warranties, so some or all of the provisions of this Section 13 may not apply to you.*

13.1. To the fullest extent permitted by law, we have no liability of any kind to you or others as a result of any loss, theft, deletion, destruction, alteration, or corruption of, damage, unauthorized access to, or failure to transmit, store, backup, or encrypt any account information or any data or files stored on any device used to access the ESP System or Materials or stored in any third party service or account connected to your ESP Account.

13.2. Your use of the ESP System and Materials, and all content and information that is provided or can be accessed using the ESP System is at your own risk and all of the foregoing are provided “**As is**”, “**With all faults**”, and “**As available**”, and without warranties of any kind either express or implied.

13.3. The GreenBlue Parties hereby disclaim all warranties of any kind relating to the ESP System and Materials, and all content and information that is provided or can be accessed using the ESP System and Materials, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose. None of the GreenBlue Parties makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, completeness, appropriateness, legality, safety, or availability of the ESP System and Materials, or any content and information that is provided on, or which can be accessed using, the ESP System and Materials. Without limiting the foregoing, none of the GreenBlue Parties represents or warrants that the ESP System and Materials or any content and information that is provided on, or which can be accessed using, the ESP System and Materials will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, or that the ESP System and Materials or any content and information that is provided, or which can be accessed using, the ESP System and Materials will otherwise meet any of your needs or expectations.

13.4. To the fullest extent permitted by law, none of the GreenBlue parties will have any liability for incidental, consequential, indirect, exemplary, punitive, or special damages suffered by you or any other person arising out of, related to, or associated with (A) Your use of the ESP System and Materials, (B) The use of the ESP System and Materials by any other person, or (C) The operation or malfunction of the ESP System and Materials, regardless of whether or not such persons have been advised of the possibility of such damages.

13.5. To the fullest extent permitted by law, the liability of the GreenBlue Parties to you or any other person for any reason and upon any cause of action (whether based in tort, contract, or on any legal or equitable ground or theory of recovery) arising out of or relating to your use (and the use of your Authorized Users) of the ESP System and Materials, will be limited to the lesser of your actual damages or the total fees paid by you to GreenBlue pursuant to this Agreement during the twelve (12) months immediately preceding such liability. This limitation applies to all causes of action in the aggregate, including, without limitation, tort, breach of contract, breach of warranty, negligence, strict liability, misrepresentations, non-infringement, and other causes of action or allegations.

13.6. You acknowledge and agree: (a) that none of the GreenBlue Parties nor any person acting, or purporting to act, on behalf of any of the GreenBlue Parties has made any representations to you other than those representations expressly made by GreenBlue in this Agreement, and (b) that in connection with your acceptance of this Agreement, you have not relied upon any representations made by any of the GreenBlue Parties or any person or entity acting, or purporting to act, on behalf of any of the GreenBlue Parties other than those representations and warranties expressly made by GreenBlue in this Agreement.

13.7. Some jurisdictions either do not allow or otherwise limit the permissible scope of disclaimers and limitations such as those appearing in this Section 13. Accordingly, some of the limitations and disclaimers appearing in this section may not apply to you. The provisions of this Section 13 will continue to apply even if you stop using the ESP System and Materials and will survive the end of the Service Period and the deletion, closure, expiration, or termination of your ESP Account or this Agreement.

14. Governing Law and Interpretation. This Agreement 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 conflicts of law provisions of any jurisdiction. Without limiting the foregoing provision, you and we expressly agree: (a) that the Virginia Uniform Computer Information Transactions Act, Virginia Code §§ 59.1-501.1 *et seq.* (“UCITA”), and the United Nations Convention on Contracts for the International Sale of Goods (“CISG”) are expressly excluded from this Agreement, (b) that any and all terms contained in UCITA or CISG will have no force or effect on any portion of this Agreement, and (c) that UCITA and CISG do not apply to this Agreement or the ESP System and Materials. If any ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by you and us, and no presumptions or burden of proof will arise favoring or disfavoring you or us by virtue of authorship of any of the provisions of this Agreement. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement. Throughout this Agreement, the referents of masculine, feminine, and gender neutral pronouns will not be limited to referents of the specified gender. The words “include”, “includes”, and “including” are not limiting, the word “or” is not exclusive, and the words “herein”, “hereunder”, and “hereof” refer to this Agreement. We retain all rights at law and in equity to enforce the provisions of this Agreement in accordance with applicable laws.

15. Dispute Resolution – PLEASE READ CAREFULLY: This Section 15 includes important provisions that affect your legal rights, including a waiver of the right to a jury, a limitation of the period of time for bringing a claim against us, and an agreement that any court proceedings will take place only in Albemarle County, Virginia or Charlottesville, Virginia.

15.1. Injunctive Relief. You acknowledge and agree that any violation of this Agreement may cause irreparable harm to the GreenBlue Parties, for which monetary damages would not be an adequate remedy. Therefore, you agree that: (a) we will be entitled to immediate injunctive relief to enjoin any actual, suspected, threatened, or potential violation by you of this Agreement; (b) we will be entitled to such injunctive relief without any obligation (i) to post a bond or other security, or (ii) to prove actual damages or to prove that monetary damages will not provide an adequate remedy; and (c) you will not oppose or otherwise challenge the appropriateness of injunctive relief or the entry by a court of competent jurisdiction of an order granting injunctive relief.

15.2. Service of Legal Process. To the fullest extent permitted by law, if your Account Information does not contain your current and accurate physical address (or if we are unable, after reasonable efforts, to effect service of process on you at such physical address), you hereby irrevocably agree to accept service of process by any means of communication associated with your ESP Account or through any contact information in your Account Information, including without limitation, service by U.S. mail, e-mail, SMS, messages or alerts displayed or sent to you through the ESP System, or social media messages, posts, or tweets, and you waive any objections to service of process by such methods.

15.3. Time Period for Bringing Claims. You must commence or file any claim or action arising out of or relating to (A) this Agreement, (B) the ESP System and Materials (or the use of any of the foregoing by your or any other person), (C) the performance or non-performance by us of any of obligations under this Agreement, or (D) actual or alleged infringement by any of the GreenBlue Parties or the ESP System and Materials of any intellectual property rights within one (1) year after the cause of action accrues, otherwise, such claim or cause of action is permanently barred. You expressly waive the right to commence or file any such claim or action under any longer statute of limitations

15.4. Venue. Any and all claims and disputes arising out of or relating to (a) this Agreement, (b) the ESP System and Materials (or the use of any of the foregoing by you or any other person), (c) the performance or non-performance by you or us of any obligations under this Agreement, or (d) actual or alleged infringement by you, any of the GreenBlue Parties, or the ESP System and Materials of any Intellectual Property Rights, will be commenced and maintained only in a state or federal court of competent

subject matter jurisdiction situated or located in Albemarle County, Virginia or the City of Charlottesville, Virginia. You and we both consent to the exclusive personal jurisdiction of and venue in any such court (and in any of the appropriate appellate courts therefrom) and irrevocably waive, to the fullest extent permitted by applicable law, any objection (including without limitation any objection based on inconvenient forum) which you or we may now or hereafter have to venue in any such court.

15.5. Waiver of Jury Trial. You and we irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any right you or we may have to a trial by jury in any legal action, proceeding, cause of action, or counterclaim arising out of or relating to (A) this Agreement, (B) the ESP System and Materials (or the use of any of the foregoing by you or any other person), (C) the performance or non-performance by you or us of any obligations under this Agreement, or (D) actual or alleged infringement by you, any of the GreenBlue Parties, or the ESP System and Materials of any intellectual property rights. You certify and acknowledge that: (1) None of the GreenBlue Parties has represented, expressly or otherwise, that we would not seek to enforce the foregoing waiver in the event of a legal action; (2) You have carefully considered the implications of this waiver; (3) You are making this waiver knowingly and voluntarily; and (4) You have been induced to enter into this Agreement by, among other things, the mutual waivers in this section.

16. Acceptable Use Policy.

16.1. Safety and Rights of Others. You agree that you will not:

16.1.1. Transmit through the ESP System any other person's private or sensitive information, including, for example, Social Security numbers or taxpayer identification numbers, passport numbers, driver's license numbers or other government-issued identification numbers, bank account numbers, credit or debit card numbers, login or authentication credentials (such as passwords), non-public contact information (including phone numbers, street or mailing addresses, and e-mail addresses), addresses or locations that are considered and treated as private, images or videos that are considered and treated as private under applicable laws, or other similar information;

16.1.2. Submit any reviews or content 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; or

16.2. No Disruptive Activities. We want all of our users to enjoy a high quality experience when using the ESP System. You agree that you will not:

16.2.1. Send any content, reviews, or materials to or through the ESP System that do not comply with this Agreement;

16.2.2. Access or use the ESP System using the ESP Account of another user;

16.2.3. Circumvent, compromise, or undermine the security or integrity of the ESP System, or attempt to do so;

16.2.4. Probe, scan, or test the vulnerability of the ESP System, or any systems, networks, servers, computers, devices, or equipment owned or controlled by any of the GreenBlue Parties or our users;

16.2.5. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the ESP System, or any server, network, computer, device, system, or database owned or controlled by any of the GreenBlue Parties (or any other user) or related to, associated with, or connected to the ESP System;

16.2.6. Use any automated device, process, or means (such as robots or spiders) to access or use the ESP System for any purpose, including monitoring, downloading, or copying any ESP Materials;

16.2.7. Attack the ESP System via a denial-of-service or distributed denial-of-service attack;

16.2.8. Use the ESP System in any manner that we believe could disable, overburden, damage, impair, or interfere with the proper operation of the ESP System;

16.2.9. Interfere with or disrupt the performance or integrity of the ESP System or any data transmitted by or through the ESP System;

16.2.10. Engage in any other conduct that, in our determination, restricts or inhibits anyone's use or enjoyment of the ESP System or that may harm any of the GreenBlue Parties or our users or expose the GreenBlue Parties or our users to liability; or

16.2.11. Transmit any viruses, Trojan horses, worms, malware, or other material which is malicious or technologically harmful through the ESP System.

17. Termination. We reserve the right, without any liability to you, to modify, suspend, disable, delete, close, or terminate your ESP Account or your User Content (in whole or in part), and to suspend or terminate your permission to access and use the ESP System and Materials for violation of this Agreement or for any other reason. If you wish to end your relationship with us, you may request the closure of your ESP Account at any time by contacting us at [education@greenblue.org] or by selecting the "Permanently Delete Account" option within the ESP System (which will cause your ESP Account to be permanently deleted after a period of seven days). This Agreement and all rights and permission granted by us to you will automatically terminate upon the closure, deletion, or termination of your ESP Account. Any termination, cancellation, or expiration of this Agreement notwithstanding (and notwithstanding the closure, deletion, or termination of your ESP Account or your stopping using the ESP System and Materials), provisions which are by their terms intended to survive and continue will so survive and continue, including without limitation Sections 7.3, 7.4 10, 12, 13, 14, 15, and 16.

18. Miscellaneous. Nothing in this Agreement will be construed as creating any partnership, joint venture, franchise, employment relationship, or agency relationship in any way between you and any of the GreenBlue Parties. You will not have apparent or actual authority to bind any of the GreenBlue Parties to any debt, contract, or other arrangement. Nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person other than you and the GreenBlue Parties. You agree to 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 this Agreement. If any provision of this Agreement is finally determined to be void, unenforceable, invalid, or otherwise contrary to law or equity, you and we agree to reform (or as necessary, authorize the arbitrator(s) or court to reform) this Agreement to the extent necessary to cure (or if necessary, delete) such provision, and that the remainder of this Agreement that can be given effect without the benefit of such provision will be given effect. The failure of you or any of the GreenBlue Parties to exercise or enforce any right or provision of this Agreement will not operate as a waiver of the right to do so later. This Agreement is personal to you. Neither this Agreement nor any of your rights or obligations may be sold, transferred, delegated, or assigned by you without our prior written consent, and any attempt to do so without such consent will be void, and no rights will devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee, or other person. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives. The descriptive headings in this Agreement is inserted for convenience only and do not constitute a part of this Agreement. This Agreement contains the entire agreement and understanding between you and us with respect to the transactions

contemplated hereby, and this Agreement supersedes and replaces any other prior or contemporaneous agreements, terms, or conditions applicable to the subject matter of this Agreement.

19. Contacting Us. If you have any questions about this Agreement, the ESP System and Materials, or your ESP Account, you may contact us by e-mail at [education@greenblue.org].