



## HYPERLINK AGREEMENT

In order to establish a hyperlink to the homepage of Underwriters Laboratories of Canada Inc.'s Web site, you must accept and acknowledge the following terms and conditions:

You may only use the text and images provided by Underwriters Laboratories of Canada Inc. (ULC) in the manner and locations specified by ULC.

You shall update all images and text within 7 days after receipt of notice of any changes. ULC may modify images and text at any time.

You acknowledge and agree that (i) ULC's trademarks and name, including, but not limited to, the familiar "ULC in a Circle" mark and "Underwriters Laboratories of Canada" (collectively, the "Marks"), ULC's Web site and its contents are and shall remain the sole property of ULC; (ii) nothing in this Agreement shall give you any right of ownership in the Marks or ULC's Web site; (iii) you shall not now, nor in the future, contest the validity of the Marks; and (iv) you shall not take any action that would impair the value or good will associated with the Marks or ULC's image or reputation; you shall not use the Marks in any way that might be misleading including, without limitation, with respect to any goods or services not certified by ULC.

Subject to the terms and conditions of this Agreement, ULC gives you a non-exclusive, limited license to use the Marks on your Web site solely for the purpose of providing a hyperlink to ULC's Web site. You may not use the Marks for any other purpose whatsoever including the promotion, advertising or publicity of your Web site. Any link you establish must transfer the user directly to ULC's Web site to enable viewing of the site as posted by UL without the imposition of any frames, browser windows or third-party content.

You shall not state or imply in any way that ULC has endorsed you or your products, service or Web site, except that you may refer to your product's ULC certification if it is so Listed, Classified or Recognized and in accordance with the Follow-Up Services Agreement.

ULC reserves the right to terminate this Agreement with or without cause at any time. If ULC terminates this Agreement, you shall remove any and all links to the ULC Web site within twenty-four hours of receipt of notice from ULC.

You agree to defend, indemnify and hold ULC, its trustees, officers, employees and agents from and against any claims, demands, damages, causes of action, loss or judgments arising from your breach of this agreement or your hyperlink to ULC's Web site.

**YOU EXPRESSLY AGREE THAT THE USE OF ULC'S MATERIALS, MARKS AND WEB SITE IS AT YOUR SOLE RISK. ULC DOES NOT WARRANT THAT ITS SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, ULC PROVIDES THIS ACCESS "AS IS" WITHOUT WARRANTY OF ANY KIND. ULC DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL UL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF DATA, LOSS OF BUSINESS OR OTHER LOSS ARISING OUT OF OR RESULTING FROM THIS AGREEMENT OR THE USE OF ANY OF THE MATERIALS OR MARKS UNDER THIS AGREEMENT OR ACCESS TO ANY OF THE SERVICES DESCRIBED IN THIS AGREEMENT EVEN IF ULC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OF ULC AND REGARDLESS OF WHETHER SUCH LIABILITY IS FOUND IN CONTRACTS, NEGLIGENCE, TORT OR ANY THEORY OF LIABILITY.**

Any notice required to be given hereunder, shall be via electronic mail and shall be duly given on the date that appears on the electronic mail that was sent to the other party.

This Agreement shall be construed and enforced in accordance with substantive laws of the Province of Ontario.