



80 PLUS® POWER SUPPLY LICENSING and CERTIFICATION POLICY

1. You are submitting your production, pre-production or reference design power supply models for 80 PLUS testing and certification to CLEARresult Consulting Inc. If a model passes the testing process, (80% or greater efficiency at 20%, 50%, and 100% of rated load and power factor correction of .90 or better at either 100% or 50% of rated load, depending on level of certification achieved, Standard, Bronze, Silver, Gold, Platinum or Titanium), it will receive an '80 PLUS certification'.
2. To receive full '80 PLUS Certification' you must submit a minimum of two (2) product samples for testing. Once testing is complete and a model has been certified and at no additional cost, you may use the 80 PLUS brand and the suite of marketing tools available under the 80 PLUS program for the certified model in compliance with the marketing guidelines provided.
3. Power supply manufacturers that are re-branding 80 PLUS-certified power supplies from another manufacturer that has 80 PLUS certification can seek licensing and certification of their products for a one-time license fee of \$5,000 and a per-unit re-certification fee of \$3,500.
4. You are responsible for the following fees:

Service	Cost
One-time license fee	\$5,000
Initial power supply testing fees:	
115V, 115V Industrial, 230V EU Internal	\$6,000/unit
230V Data Center Internal	\$7,250/unit
Rebrand fee (from a previously certified PSU)	\$3,500/unit
Return Shipping Fee Per Model	\$100
Revisions to a test report	\$500/change

Exact per unit testing fees apply for units that are being resubmitted for testing.

5. TEST & CERTIFICATION PROCESS

- 5.1. Completes an online application for testing and certification here:
http://www.plugloadsolutions.com/80PlusPowerSupplies_Application.aspX
 - 5.2. You will receive a confirmation approval email and shipping address details for submitting their samples.
 - 5.3. You will receive a test reports approximately four weeks after the latter of your product samples or application questionnaire have been received.
 - 5.4. If you select *Invoice us vs Paying with a credit card*, the contact you provide for invoicing will receive an invoice.
 - 5.5. After we receive payment, and approval to post, CLEARresult will update the test report to the program website.
6. CLEARresult conducts periodic evaluations to ensure that you remain in 'good standing' with the program. If you are found to be in violation of any of these terms and conditions, you may be removed from the program. 'Good Standing' will constitute items including, but not limited to, the following:



- 6.1. Consistent use of the 80 PLUS brand in accordance with program marketing and labeling policies;
- 6.2. Consistently passing spot tests that may be conducted on equipment in the field;
- 6.3. Promptly responding to 'notices of non-compliance' or other programmatic items that require immediate action.

7. CHALLENGE PROCESS

Anyone may at any time, for any reason, submit a challenge to question the performance of a specific power supply model (CHALLENGER). Under this challenge process, the following would occur:

- 7.1. A production-grade, market-ready unit will be procured and sent to the program's independent lab for testing;
- 7.2. If the unit passes testing for 80 PLUS compliance, the CHALLENGER will be responsible for all costs associated with the challenge, and the power supply and its manufacturer will remain in good standing with the program;
- 7.3. If the unit fails testing for 80 PLUS compliance, the corresponding power supply manufacturer will be responsible for all costs associated with the challenge. An email or letter of 'non-compliance' will be issued to the power supply manufacturer, which will clearly state the nature of the product deficiency and request the following auditing process. This process is intended to be completed within 30 days of the issuance of the letter of non-compliance:
 - 7.3.1 A written response within seven (7) days of the date on the 'non-compliance' letter acknowledging its receipt;
 - 7.3.2 Within ten (10) days of acknowledging the receipt of the letter of non-compliance, submission, at the cost of the manufacturer, of three (3) additional production-grade, market-ready units for testing.
- 7.4. If ALL of the three (3) additional units are tested and found to be in compliance with 80 PLUS specifications, the audit process will conclude, the model will again be fully certified, and no further action will be taken. Cost for testing will be the responsibility of the CHALLENGER.
- 7.5. If any of the three (3) additional units are tested and found to not be in compliance, the model in question will be temporarily 'de-listed' from the 80 PLUS program until the production issues can be fully addressed by the manufacturer. Formal notification will be sent to the manufacturer along with the complete test results from CLEARResult. Cost for testing will be the responsibility of the CHALLENGEE.
- 7.6. The manufacturer will be encouraged to address the problems associated with the non-compliant model(s) and will be invited to resubmit, again at their own cost, three (3) additional production grade, market ready units. Should the manufacturer do so, this will constitute a renewal of the certification process.

The following terms and conditions apply to your ("Client") participation in the 80 PLUS program (the "Agreement"):



1. Term and Termination. Either party may terminate this Agreement by providing thirty (30) day notice, with or without cause, at any time before its expiration following written notice of deficiency to the other party. CLEAResult shall be entitled to receive accrued but unpaid compensation and reimbursement as of the date of termination for authorized services actually and properly performed as of the termination date as well as services committed to by CLEAResult prior to termination. The provisions of Sections 1 and 4 through 9 shall survive termination of this Agreement.
2. Payment. Client agrees to compensate CLEAResult as described. CLEAResult shall invoice Client, and Client shall make payment to CLEAResult within thirty (30) days of receipt of that invoice.
3. Independent Contractor Relationship. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture. Each party shall be solely liable for the wages, fringe benefits, payroll taxes, work schedules and work conditions of any assistants, partners or employees that that party may engage. For any assignment of work from Client, CLEAResult shall determine the days and hours of performance necessary to complete the assignment, as well as the number of any assistants, partners or employees. CLEAResult may contract with one or more qualified subcontractors to perform a portion of the work specified in any applicable PO.
4. Conflicts of Interest. During the Term of this Agreement, CLEAResult is free to perform services for other businesses or persons so long as such other work does not interfere with CLEAResult's ability to perform the Services or the actual performance of the Services.
5. Confidentiality. Neither party will use any Confidential Information of the other party for any purpose other than as needed to perform its obligations under this Agreement. Each party will hold all Confidential Information of the other party in strict confidence and will not disclose any Confidential Information to any person other than to its employees and independent contractors who: (i) have a "need to know;" (ii) have been advised of the confidential and proprietary nature of the Confidential Information; and (iii) have signed a written agreement that is as protective of the Confidential Information as that set forth in this Section; except as compelled by court order or otherwise required by law. If either party is required by law to disclose Confidential Information, that party will immediately notify the other party and cooperate with the other party to obtain a protective order or other appropriate remedy to maintain the confidentiality of the information. CLEAResult may store, access and transmit Client's Confidential Information within CLEAResult wherever located and deliver the Services with its employees and contractors of any citizenship. The term "**Confidential Information**" means all information and materials relating to either party's business, in whatever form or medium, disclosed to or received by the other party, whether visually, by perception, orally or in writing, whether disclosed before or after the Effective Date, and whether or not specifically marked or otherwise identified as "Confidential" or "Proprietary," including all summaries and notes prepared by or on behalf of either party, except that "Confidential Information" does not include any information that the receiving party demonstrates: (i) has become generally available to the public without breach of this Agreement; (ii) was later received by that party from another person who did not violate any duty of confidentiality; (iii) is de-identified information aggregated with data from other sources; or (iv) was developed by that party without use of any Confidential Information by persons who were not exposed to the Confidential Information.
6. Indemnity; Limitation on Damages. To the fullest extent permitted by law, the parties shall indemnify, defend, reimburse, and hold harmless each other and their successors, respective directors, officers, members, employees, representatives, and agents from, for, and against any and all allegations, claims, liens, liabilities, losses, demands, damages, expenses, suits, actions, proceedings, judgments, and costs of any kind whatsoever, whether actual or merely alleged and whether directly incurred or from a third party, including, without limitation, settlement costs, court costs, and attorneys' and expert witness fees and expenses, arising out of, or relating to the indemnifying party's: (a) negligence or willful misconduct; (b) infringement or misappropriation of any intellectual property right of any third party; or (f) breach of this Agreement. NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT. LIABILITY OF CLEAResult UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT CLEAResult RECEIVES IN EXCHANGE FOR SERVICES AND REIMBURSABLE EXPENSES UNDER THIS AGREEMENT. LIABILITY OF CLIENT UNDER THIS AGREEMENT SHALL BE



LIMITED TO THE AMOUNT CLIENT IS OBLIGATED TO PAY IN EXCHANGE FOR SERVICES AND REIMBURSABLE EXPENSES UNDER THIS AGREEMENT.

7. Miscellaneous. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflict of law rules. In the event an action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorney fees the prevailing party incurs, including, but not limited to, those related to or arising from any appeal. This Agreement, including the application, contains the entire agreement of the parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged in this Agreement and superseded by this Agreement. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the party under this Agreement, shall not be construed as a waiver of such party's right to enforce strict performance in the same or any other instance. Nothing in this Agreement shall confer any rights or liabilities upon any person that is not a party to this Agreement, except as expressly provided in this Agreement.