



COOL ROOF RATING COUNCIL

RATED PRODUCT LOGO
LICENSE AGREEMENT

THIS AGREEMENT is entered into by and between the COOL ROOF RATING COUNCIL, INC. (“CRRC” or the “Council”), a Maryland not-for-profit corporation, and _____ (“Licensee”), with respect to the use of a logo in connection with the Cool Roof Rating Council Product Rating Program, and all associated CRRC documents, as the same may be amended from time to time (the “Program”).

WITNESSETH:

WHEREAS, CRRC is a nonprofit corporation whose mission is to implement fair, accurate and credible radiative performance ratings for roof surfaces, to support continuing research into radiative roofing and to provide education to those interested in understanding the attributes of roofing options; and

WHEREAS, CRRC has developed, published, sponsored and now administers the Program; and

WHEREAS, CRRC has developed a Council logo which it desires to be used by Licensee in conjunction with the words “RATED PRODUCT” (the “Mark,” a copy of which is attached hereto on Exhibit A); and

WHEREAS, CRRC desires to license the right to use the Mark under the terms and conditions of this Agreement to companies that conform to the requirements of the Program; and

WHEREAS, Licensee is a business entity that packages, labels and brings Roofing Products to market or a business entity that supplies Roofing Products, components or raw materials that solely determines the Radiative Properties of Roofing Products, and

WHEREAS, Licensee wishes to utilize the Mark in connection with the sales of its Roofing Products.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The Council hereby grants to Licensee for the term of this Agreement and any extension a non-exclusive, non-assignable, revocable license to use the Mark on Licensee's promotional materials under the terms and conditions set forth in this Agreement in connection with the Roofing Products identified in the Rating Authorization (the "License").

2. Licensee acknowledges that it has received and read the Program and agrees to be bound by its terms, as they may be amended from time to time, as well as any administrative and implementing documents issued by CRRC, as amended by CRRC from time to time, including, without limitation, the *How Do I Use the CRRC Logo* document, which is incorporated by reference herein (collectively, the "Requirements"). Licensed Seller agrees (a) to pay all Program fees and assessments adopted by the CRRC, and (b) to cooperate in any way requested by CRRC in assuring that the terms of the Program are being met.

3. Licensee acknowledges that this License is personal to Licensee. Neither the License, nor any rights under the License, may be transferred, assigned or sublicensed to third parties. Licensee's parents, subsidiaries, or affiliated entities are not authorized to use the Mark, except with the prior written permission of the Council.

4. Any failure by Licensee to comply with the terms and conditions of this Agreement or the Requirements may result in the immediate revocation of the License, in addition to any other damages incurred by CRRC. The determination of compliance by Licensee with the Requirements shall be made by CRRC in its sole discretion.

5. Licensee agrees that it will not alter, delete, or amend the Mark or the glossy print of the Mark, which it shall receive from the Council, except with respect to size and color. The Licensee's use of the Mark will be of such size as to permit legibility of the wording. Licensee may use the colors set forth in Exhibit A or may use black or shades of gray. Licensee may only use the entire Mark as shown in Exhibit A and in particular may not display or use the design portion of the Mark without the words "RATED PRODUCT."

6. Licensee acknowledges the ownership of the Mark by the Council, agrees that it will do nothing inconsistent with such ownership and that all uses of the Mark by Licensee, or permitted parents, subsidiaries, or affiliated companies, shall inure to the benefit of the Council. Licensee agrees that nothing in this License shall give Licensee any right, title or interest in the Mark other than the right to use the Mark in accordance with this License, and Licensee agrees that it will not attack the ownership or title of the Council to the Mark and will not attack the validity of this License.

7. The Mark may only be used as set forth in the Program and the Requirements. The Mark may not be used in any manner that, in the sole discretion of CRRC discredits CRRC or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between CRRC and the Licensee.

8. The attached Mark is the sole and exclusive property of CRRC. Use of the Mark shall create no rights for Licensee in or to the Mark or in their use beyond the terms and conditions of this limited and revocable License. CRRC shall have the right, from time to time, to request from

Licensee samples of use of the Mark from which it may determine compliance with this Agreement. CRRC reserves the right to prohibit use of the Mark if it determines, in its sole discretion, that the Licensee's usage of the Mark, whether willful or negligent, is (a) not in strict accordance with the Requirements, (b) otherwise could discredit CRRC or tarnish its reputation and goodwill, or (c) references Roofing Products that are no longer subject to a CRRC Rating Authorization. Violation of the Requirements by Licensee may, at the sole discretion of CRRC, result in the revocation of the License with respect to all Rated Roofing Products.

9. The Program (including its administrative provisions and dispute settlement provisions) may be revised or modified by CRRC from time to time and such revisions or modifications shall be deemed the applicable Requirements referred to herein.

10. CRRC, its officers, directors, members, employees and counsel shall not be liable for any act or omission of Licensee and Licensee (a) shall defend any claims made against CRRC, its officers, directors, members, employees and counsel, and (b) shall indemnify and hold harmless CRRC, its officers, directors, members, employees and counsel from any liability which may be imposed upon CRRC, its officers, directors, members, employees and counsel from any and all damages or claims (including reasonable attorneys' fees) resulting from or arising out of Licensee's acts or omissions, Licensee's use of the Mark, Licensee's participation in the Program, or reference to CRRC.

11. Licensee agrees to waive any and all claims against CRRC, its officers, directors, members, employees and counsel and shall indemnify and hold harmless CRRC and its officers, directors, members, employees and counsel from any liability arising out of the acts or omissions of any officer, agent, employee or counsel of CRRC in connection with or in any way relating to the conduct of the CRRC Program, the duties or responsibilities of CRRC under this License Agreement or the granting, administration or suspension of this License Agreement.

12. This License agreement may be suspended at any time by CRRC in whole or in part in the event that

- (a) Licensee is misusing the Mark in any respect;
- (b) Licensee is not complying with the Requirements;
- (c) Certification lapses pursuant to the provisions of the Program; or
- (d) Licensee in any other respect is not complying with any other provision of this License Agreement.
- (e) Licensee has failed to pay required fees and charges assessed under the Program.

CRRC shall give Licensee written notice of the suspension of all or any part of this Agreement. Such notice shall set forth the ground or grounds of suspension and shall set forth a statement of facts supporting such grounds.

13. After the effective date, this Agreement shall continue in force until December 31 of the then current year and shall be automatically renewed from year to year thereafter unless terminated or suspended in accordance with other terms of this Agreement. Licensee may terminate the Agreement at any time by giving sixty (60) days advance written notice of

termination to CRRC. The Agreement may be terminated by CRRC on written notice to Licensee at any time.

14. In the event of the suspension or termination of this Agreement, Licensee shall immediately cease using the Mark and, upon demand of an authorized CRRC representative, shall surrender to CRRC all materials containing the Mark then in the Licensee's possession or under its control. All fees associated with a period of suspension or termination will be forfeited.

15. The Board of Directors shall determine from time to time fees to be paid under the Agreement. Fees shall be paid in advance and are nonrefundable.

16. Licensee acknowledges and agrees that compliance with the terms of this Agreement is necessary to protect the goodwill and other proprietary interests of CRRC and that a breach of this Agreement by Licensee would result in irreparable and continuing harm to CRRC for which there would be no adequate remedy at law. Accordingly Licensee agrees that in the event of any breach of this Agreement (i) CRRC shall be entitled to injunctive relief and/or specific performance, (ii) Licensee shall not oppose such relief on the grounds that there is an adequate remedy at law, and (iii) such equitable remedy shall be cumulative and in addition to any other remedies at law or in equity (including monetary damages) which may be available to CRRC. The provisions of this Section 14 shall survive the termination of this Agreement.

17. Capitalized terms in this Agreement, if not defined herein, shall have the meanings set forth in the Program

18. This Agreement may not be assigned by the Licensee without the written permission of CRRC.

19. This Agreement shall be construed in accordance with the laws of the state of Maryland.

20. The Program contains mandatory arbitration provisions. Any claim outside the scope of those provisions and arising under this Agreement shall be brought in the courts of either the state of Maryland or the District of Columbia and both parties consent to the jurisdiction of those courts.

21. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature of or on behalf of each party appears on each counterpart, but it shall be sufficient that the signature of or on behalf of each party appears on one or more of the counterparts. All counterparts shall collectively constitute a single agreement.

To facilitate execution, this Agreement may be executed through the use of facsimile or electronic transmission, and a counterpart of this Agreement that contains the facsimile or electronic signature of a party, which counterpart has been transmitted by facsimile or electronic transmission to the other party hereto, shall constitute an executed counterpart of this Agreement.

A facsimile, emailed or electronically delivered copy of this Agreement or of a signature of a party will be effective as an original.

LICENSED SELLER

Company Name

Responsible Person's Signature

Date

Responsible Person's Name (printed)

Title

COOL ROOF RATING COUNCIL

Responsible Person's Signature

Date

Responsible Person's Name (printed)

Title

EXHIBIT A

