



COOL ROOF RATING COUNCIL

LICENSED SELLER  
LICENSE AGREEMENT

THIS AGREEMENT is entered into by and between the COOL ROOF RATING COUNCIL, INC. (“CRRC”), a Maryland not-for-profit corporation, and \_\_\_\_\_ (“Licensed Seller”), with respect to the use of a mark and copyrighted labels in connection with the Cool Roof Rating Council Product Rating Program, as it may be amended from time to time (the “Program”).

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 owns the mark attached as Exhibit A which has been registered with the United States Patent and Trademark Office under U.S. Registration No. 2961803, (the “Mark”); and

WHEREAS, CRRC has developed and owns the copyrights to the label format for the disclosure of Solar Reflectance and Thermal Emittance of roofing products (which includes the Mark) attached as Exhibit B (the “Labels”); and

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

WHEREAS, Licensed Seller is a business entity that packages, labels and brings Roofing Products to market, and

WHEREAS, Licensed Seller wishes to utilize the Labels in connection with the sales of its Roofing Products.

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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. Subject to determination by CRRC that Licensed Seller qualifies, and continues to qualify, under the Program and upon written authorization from CRRC (“Rating Authorization”), CRRC hereby grants to Licensed Seller for the term of this Agreement and any extensions, a nonexclusive, non-assignable, revocable license to use the Labels, under the terms and conditions set forth in this Agreement in connection with the Roofing Products identified in the Rating Authorization (the “License”).

2. Licensed Seller 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 (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 and that accurate Radiative Properties are being used on the Labels.

3. Licensed Seller agrees to conduct an on-going quality control program to ensure that its Roofing Products continue to meet or exceed the Radiative Properties contained in the Rating Authorization. The Licensed Seller acknowledges the Program requirement to inform CRRC of Formula Changes.

4. Licensed Seller acknowledges that ratings are specific to individual products identified in Rating Authorizations and are not transferable. Licensed Seller shall make no representation that it is approved or certified by CRRC or that the Roofing Product is approved or certified by CRRC. Licensed Seller may state that it rates the Radiative Properties as determined in accordance with the CRRC Program.

5. Any failure by Licensed Seller 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 Licensed Seller with the Requirements shall be made by CRRC in its sole discretion.

6. The Labels are made available in camera-ready, printed form as set forth on Exhibit B. The Labels (except for insertions of rating values specifically authorized for specific products by CRRC from time to time and manufacturer and product identification information) may not be revised or altered in any way, and must be displayed in the same form as produced by CRRC, provided that the size of the Labels may be increased, so long as the proportions are maintained.

7. The Labels may only be used as set forth in the Program. The Mark and the Labels 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

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between CRRC and the Licensed Seller.

8. The attached Labels and the Mark are the sole and exclusive property of CRRC. Use of the Labels shall create no rights for Licensed Seller in or to the Labels or 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 Licensed Seller samples of use of the Labels from which it may determine compliance with this Agreement. CRRC reserves the right to prohibit use of the Labels if it determines, in its sole discretion, that the Licensed Seller's usage of the Labels or 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 Licensed Seller may, at the sole discretion of CRRC, result in the revocation of the License with respect to all Rated Roofing Products.

9. Licensed Seller shall never register or seek to register the Labels or the Mark, derivatives of the Labels or the Mark or any mark confusingly similar to the Labels or the Mark, in the United States Patent and Trademark Office, in the United States Copyright Office, or in any foreign national or regional trademark or copyright office, or in any state or territory. Other than as permitted by this Agreement, Licensed Seller shall never use the licensed Labels or Mark, or any confusingly similar mark in the United States and its territories or any other country. Furthermore, Licensed Seller shall not create, cause to be created or aid in the creation of material substantially similar to, or derivatives of the Labels or the Mark. Licensed Seller shall never challenge the Labels or the Mark in any judicial or administrative proceeding and shall never assist any other party to attack or challenge the Labels or the Mark in any judicial proceeding or in any administrative proceedings in any foreign national or regional trademark or copyright office, or in any state or territory. Licensed Seller's obligations under this Section shall indefinitely survive termination of this Agreement.

10. 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.

11. CRRC, its officers, directors, members, employees and counsel shall not be liable for any act or omission of Licensed Seller and Licensed Seller (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 Licensed Seller's acts or

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omissions, Licensed Seller's use of the Mark, Licensed Seller's participation in the Program, or reference to CRRC.

12. Licensed Seller 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.

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

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

CRRC shall give Licensed Seller 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.

14. This Agreement shall become effective upon its execution by CRRC, but no license is conferred with respect to specific Roofing Products until a Rating Authorization for such Product is issued.

15. 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. Licensed Seller 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 Licensed Seller at any time.

16. In the event of the suspension or termination of this Agreement, Licensed Seller shall immediately cease using all Labels and, upon demand of an authorized CRRC representative, shall surrender to CRRC all materials containing the Mark then in the Licensed Seller's possession or under its control. Licensed Seller's indemnification and confidentiality obligations and waivers and releases of claims shall survive any termination or expiration of this Agreement. All fees associated with a period of suspension or termination will be forfeited.

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17. 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.

18. Licensed Seller 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 Licensed Seller would result in irreparable and continuing harm to CRRC for which there would be no adequate remedy at law. Accordingly, Licensed Seller agrees that in the event of any breach of this Agreement (i) CRRC shall be entitled to injunctive relief and/or specific performance, (ii) Licensed Seller 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 18 shall survive the termination of this Agreement.

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

20. This Agreement may not be assigned by the Licensed Seller without the written permission of CRRC.

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

22. 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.

23. Licensed Seller shall not use (other than as expressly permitted by CRRC) or disclose, either during or after the term of this Agreement, any knowledge, document, Materials, Requirements, method, practice, procedure, proprietary information, system or trade secret regarding matters confidential to CRRC, or any other confidential information concerning the Program or CRRC's methods of operation to any person, firm, corporation, association, or other entity for any reason or purpose. In the event of Licensed Seller's breach or threatened breach of this paragraph, CRRC shall be entitled to a temporary restraining order or an injunction restraining and enjoining Licensed Seller from using or disclosing all or any part of CRRC's information, and from rendering any services to any person, firm, corporation, association, or other entity to whom all or any part of such information has been, or is threatened to be, disclosed or for whom all or any part of such information has been, or is threatened to be, used. In addition

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to or in lieu of the above, CRRC may pursue all of the remedies available to CRRC for such breach or threatened breach, including the recovery of damages from Licensed Seller. Licensed Seller’s obligations of confidentiality shall survive termination or expiration of this Agreement.

24. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said agreement.

25. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The remedies provided in this Agreement shall be cumulative, and shall not preclude any party from asserting any other rights or seeking any other remedies against the other party or such other party's successors or permitted assigns, pursuant to this Agreement, as provided under other agreements, and as provided by applicable law. If CRRC engages an attorney in connection with the enforcement of this Agreement, Licensed Seller shall pay to CRRC, in addition to all other amounts and damages, the reasonable attorneys’ fees incurred by CRRC in enforcing this Agreement.

26. (a) For the purposes of this Agreement, (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (ii) the word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified, and (iii) the word “or” shall not be exclusive.

(b) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any agreement, instrument or document to be drafted.

(c) The parties expressly agree that this Agreement does not create a partnership, joint venture or employee/employer relationship.

27. To facilitate execution, this Agreement may be executed in as many counterparts as

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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, INC.

\_\_\_\_\_  
Responsible Person's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Responsible Person's Name (printed)


\_\_\_\_\_  
Title

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EXHIBIT A



EXHIBIT B

	<table border="1"> <thead> <tr> <th></th> <th><u>Initial</u></th> <th><u>Weathered</u></th> </tr> </thead> <tbody> <tr> <td><b>Solar Reflectance</b></td> <td><b>0.00</b></td> <td><b>Pending</b></td> </tr> <tr> <td><b>Thermal Emittance</b></td> <td><b>0.00</b></td> <td><b>Pending</b></td> </tr> </tbody> </table>		<u>Initial</u>	<u>Weathered</u>	<b>Solar Reflectance</b>	<b>0.00</b>	<b>Pending</b>	<b>Thermal Emittance</b>	<b>0.00</b>	<b>Pending</b>
		<u>Initial</u>	<u>Weathered</u>							
	<b>Solar Reflectance</b>	<b>0.00</b>	<b>Pending</b>							
<b>Thermal Emittance</b>	<b>0.00</b>	<b>Pending</b>								
Rated Product ID Number _____ Licensed Seller ID Number _____ Classification _____ Production Line _____										
Cool Roof Rating Council ratings are determined for a fixed set of conditions, and may not be appropriate for determining seasonal energy performance. The actual effect of solar reflectance and thermal emittance on building performance may vary.  Manufacturer of product stipulates that these ratings were determined in accordance with the applicable Cool Roof Rating Council procedures.										

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