



COOL ROOF RATING COUNCIL

OTHER MANUFACTURER
AGREEMENT

THIS AGREEMENT is entered into by and between the COOL ROOF RATING COUNCIL, INC. (“CRRC”), a Maryland not-for-profit corporation, and

 (“Other Manufacturer”), with respect to Other Manufacturer’s participation in 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, whereby certain manufacturers may use a copyrighted Label format to disclose the Radiative Properties of their Roofing Products; and

WHEREAS, Other Manufacturer is a business entity that supplies Roofing Products, components or raw materials that solely determines the Radiative Properties of Roofing Products (“OM Products”); and

WHEREAS, such Roofing Product Manufacturers wish to utilize Solar Reflectance and Thermal Emittance test reports regarding the Other Manufacturer’s OM Products in applications to CRRC for recognition under the Program;

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 Other Manufacturer qualifies, and continues to qualify, under the Program and upon written authorization from CRRC (“OM Rating Authorization”), CRRC hereby grants to Other Manufacturer for the term of this Agreement and any extensions, recognition as an Other Manufacturer pursuant to the Program.
2. Other Manufacturer 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”). Other Manufacturer 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 reported to Licensed Sellers regarding OM Products.

3. Other Manufacturer may have its OM Products tested for Radiative Properties at an Accredited Independent Testing Laboratory or, as specified in the Program, at an Accredited Manufacturers Testing Laboratory. Such test results shall be submitted to CRRC as may be specified from time to time. Other Manufacturer shall submit such test reports to CRRC and CRRC will issue an OM Rating Authorization if the submissions are in order. Other Manufacturer may distribute to its customers and others utilizing the OM Products in their products the test reports and CRRC OM Rating Authorization documents for such products.

4. Other Manufacturer agrees to conduct an on-going quality control program to ensure that its OM Products subject to OM Rating Authorizations continue to meet or exceed the Certified Radiative Properties. The Other Manufacturer acknowledges the obligation under the Program to inform CRRC of Formula Changes.

5. Other Manufacturer acknowledges that ratings are specific to individual products identified in OM Rating Authorizations and are not transferable. Other Manufacturer shall make no representation that it is certified by CRRC or that the OM Products are certified by CRRC. Other Manufacturer may state that the Radiative Properties of the OM Products are rated by it in accordance with the CRRC Program.

6. Any failure by Other Manufacturer to comply with the terms and conditions of this Agreement or the Requirements may result in the immediate revocation of this Agreement, the discontinuance of accepting Other Manufacturers' test reports when submitted by Licensed Sellers, and to any other damages incurred by CRRC. The determination of compliance by Other Manufacturer with the Requirements shall be made by CRRC in its sole discretion.

7. Other Manufacturer shall have no rights to use the CRRC Label or Mark. Violation of the Requirements by Other Manufacturer may, at the sole discretion of CRRC, result in the revocation of the OM Rating Authorization with respect to all OM Products.

8. 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.

9. CRRC, its officers, directors, members, employees and counsel shall not be liable for any act or omission of Other Manufacturer and Other Manufacturer (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 Other Manufacturer's acts or omissions, Other Manufacturer's participation in the Program, or Other Manufacturers' reference to CRRC.

10. Other Manufacturer 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 Agreement or the granting, administration or suspension of this Agreement.

11. This Agreement may be suspended at any time by CRRC in whole or in part in the event that

- (a) Other Manufacturer is using the Mark or Label without authorization;
- (b) Other Manufacturer is not complying with the Requirements;
- (c) Certification lapses pursuant to the provisions of the Program; or
- (d) Other Manufacturer in any other respect is not complying with any other provision of this Agreement.
- (e) Other Manufacturer has failed to pay required fees and charges assessed under the Program.

CRRC shall give Other Manufacturer 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.

12. This Agreement shall become effective upon its execution by CRRC, but no permission is conferred with respect to specific OM Products until an OM Rating Authorization has been issued.

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. Other Manufacturer 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 Other Manufacturer at any time.

14. In the event of the suspension or termination of this Agreement, Other Manufacturer shall immediately cease issuing CRRC test reports or representing that it is an Other Manufacturer under the Program. 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. Other Manufacturer 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 Other Manufacturer would result in irreparable and continuing harm to CRRC for which there would be no adequate remedy at law. Accordingly, Other Manufacturer agrees that in the event of any breach of this Agreement (i) CRRC shall be entitled to injunctive relief and/or specific performance, (ii) Other Manufacturer 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 shall survive the termination of this Agreement.

17. Capitalized terms in this Agreement, if not defined herein, shall have the meanings set forth in Section 1.4.2 of the Program.

18. This Agreement may not be assigned by the Other Manufacturer 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 OTHER MANUFACTURER

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