8797 N. Lombard St., Portland, OR 97203 · Toll-free (866) 465-2523 · info@coolroofs.org · www.coolroofs.org

COOL ROOF RATING COUNCIL

LICENSEE LICENSE AGREEMENT

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

_____

("Licensee"), with respect to the use of a mark and copyrighted labels in connection with the CRRC Product Rating Program, as it may be amended from time to time (the "Program").

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

WHEREAS, the 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, the 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, the 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, Licensee is a business entity that packages, labels and brings Roofing Products to market, and

WHEREAS, Licensee wishes to utilize the Labels 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. Subject to determination by the CRRC that Licensee qualifies, and continues to qualify, under the Program and upon written authorization from the CRRC ("Rating Authorization"), the CRRC hereby grants to Licensee 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. 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 the CRRC (collectively, the "Requirements"). Licensee agrees (a) to pay all Program fees and assessments adopted by the CRRC, and (b) to cooperate in any way requested by the CRRC in assuring that the terms of the Program are being met and that accurate Radiative Properties are being used on the Labels.

3. Licensee 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 Licensee acknowledges the Program requirement to inform the CRRC of Formula Changes.

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

5. In the event CRRC conducts rating activities on-site at Licensee's premises, CRRC's accreditation agency has a right to request that the CRRC's accreditation assessor is present to evaluate the performance of the CRRC's rating activities.

6. 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 the CRRC. The determination of compliance by Licensee with the Requirements shall be made by the CRRC in its sole discretion.

7. 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 the 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 the CRRC, provided that the size of the Labels may be increased, so long as the proportions are maintained.

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 the CRRC, discredits the 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 the CRRC and Licensee.

8. The attached Labels and the Mark are the sole and exclusive property of the CRRC. Use of the Labels shall create no rights for Licensee in or to the Labels or the Mark or in their use beyond the terms and conditions of this limited and revocable License. The CRRC shall have the right, from time to time, to request from Licensee samples of use of the Labels from which it may determine compliance with this Agreement. The CRRC reserves the right to prohibit use of the Labels if it determines, in its sole discretion, that the Licensee'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 the 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 the CRRC, result in the revocation of the License with respect to all Rated Roofing Products.

9. Licensee 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, Licensee 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, Licensee 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. Licensee 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. Licensee'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 the CRRC from time to time and such revisions or modifications shall be deemed the applicable Requirements referred to herein.

11. The 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 the CRRC, its officers, directors, members, employees and counsel, and (b) shall indemnify and hold harmless the CRRC, its officers, directors, members, employees and counsel from any liability which may be imposed upon the 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 or Label, Licensee's participation in the Program, or reference to the CRRC.

12. Licensee agrees to waive any and all claims against the CRRC, its officers, directors, members, employees and counsel and shall indemnify and hold harmless the 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 the CRRC in connection with or in any way relating to the conduct of the CRRC Program, the duties or responsibilities of the CRRC under this License Agreement or the granting, administration or suspension of this License Agreement.

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

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

The 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.

14. This Agreement shall become effective upon its execution by the 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. Licensee may terminate the Agreement at any time by giving sixty (60) days' advance written notice of termination to the CRRC. The Agreement may be terminated by the CRRC on written notice to Licensee at any time.

16. In the event of the suspension or termination of this Agreement, Licensee shall immediately cease using all Labels and, upon demand of an authorized CRRC representative, shall surrender to the CRRC all materials containing the Mark then in the Licensee's possession or under its control. Licensee'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 by Licensee.

17. The CRRC 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. Licensee acknowledges and agrees that compliance with the terms of this Agreement is necessary to protect the goodwill and other proprietary interests of the CRRC and that a breach of this Agreement by Licensee would result in irreparable and continuing harm to the 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) the 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 the CRRC. The provisions of this Section 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 Licensee without the written permission of the CRRC.

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

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. Licensee shall not use (other than as expressly permitted by the 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 the CRRC, or any other confidential information concerning the Program or the CRRC's methods of operation to any person, firm, corporation, association, or other entity for any reason or purpose. In the event of Licensee's breach or threatened breach of this paragraph, the CRRC shall be entitled to a temporary restraining order or an injunction restraining and enjoining Licensee from using or disclosing all or any part of the 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, to or in lieu of the above, the CRRC may pursue all of the remedies available to

the CRRC for such breach or threatened breach, including the recovery of damages from Licensee. Licensee'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 the CRRC engages an attorney in connection with the enforcement of this Agreement, Licensee shall pay to the CRRC, in addition to all other amounts and damages, the reasonable attorneys' fees incurred by the 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 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.

LICENSEE

_____

Company Name

_____ _____

Responsible Person's Signature Date

_____ _____

Responsible Person's Name (printed) Title

COOL ROOF RATING COUNCIL, INC.

_____ _____

Responsible Person's Signature Date

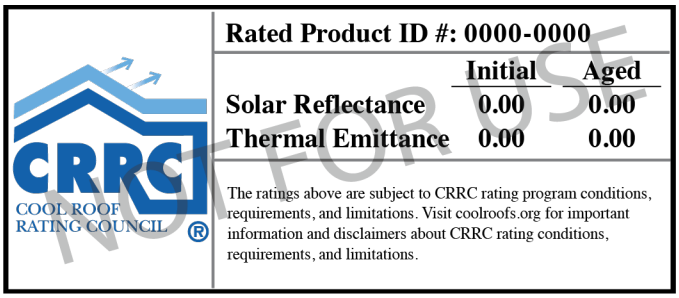
_____ _____

Responsible Person's Name (printed) Title

EXHIBIT A

NOT FOR USE
NOT FOR USE
NOT FOR USE
NOT FOR USE
CRRC
COOL ROOF
RATING COUNCIL
®

EXHIBIT B


CRRC
COOL ROOF
RATING COUNCIL
Rated Product ID #: 0000-0000
Initial
Aged
Solar Reflectance
0.00
0.00
Thermal Emittance
0.00
0.00
The ratings above are subject to CRRC rating program conditions, requirements, and limitations. Visit coolroofs.org for important information and disclaimers about CRRC rating conditions, requirements, and limitations.
NOT FOR USE