



CRRC A-5 – MEMBER
LOGO LICENSE AGREEMENT

This Agreement made this ___ day of _____, 201_, by and between the COOL ROOF RATING COUNCIL, a Maryland not-for-profit corporation hereinafter referred to as the “Council”), and _____, a _____ corporation (hereinafter referred to as the “Licensee”).

WITNESSETH:

WHEREAS, the Council, in furtherance of its objects to promote and encourage the use of a system for rating the solar reflectance and thermal emittance of roof surfaces, has developed a Council logo which it desires to be used by its members in conjunction with the word “MEMBER” as a collective membership mark (the “Mark,” a copy of which is attached hereto on Exhibit A); and

WHEREAS, the Licensee, is a member in good standing of the Council and is desirous of having the right to use the Council’s Mark as set forth in this Agreement; and

WHEREAS, the parties hereto desire to record their understandings with respect to Licensee’s use of the Mark.

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

1. Subject to the following terms and conditions, the Council hereby grants to Licensee a non-exclusive right and license to use the Mark on Licensee’s letterheads, correspondence and promotional materials to indicate that Licensee is a Member of the Council (“Permitted Uses”). Licensee shall not use the Mark on any product or product packaging, nor in any other manner, which suggests or implies, directly or indirectly, that the Council endorses or approves of any product or practice of the Licensee. The Mark may not be used in any manner, which infers or implies that the Council has certified any product or practice. The Council has the right from time to time to request, orally or in writing, samples of such letterhead, correspondence, or promotional materials, to be provided within ten (10) business days of the Council’s request, to confirm that the use of its Mark is consistent with this Agreement.
2. The parties acknowledge that the Council maintains a product rating system (the “Program”), pursuant to which parties may utilize a label, which incorporates the

Council's logo (the "Label"). The use of the Label is governed by a separate agreement. Nothing in this Agreement shall authorize the Licensee to use the Label.

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. 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 word "MEMBER."

5. Licensee's rights hereunder shall continue only so long as Licensee shall remain a Member in good standing of the Council.

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 Council reserves the right to cancel this Agreement if, in the sole discretion of the Council, Licensee (a) misuses the Mark, (b) uses it in such a manner as will likely mislead or deceive the public or purchasers, (c) fails to comply with any term of this License, or (d) ceases to be a member of the Council. Council shall provide thirty (30) days' written notice of any proposed cancellation under this Paragraph. If reasonable assurances have not been provided to the Council within five (5) business days after delivery of the notice to Licensee that the activities giving rise to the proposed cancellation have been terminated, Council may cancel the License immediately.

8. Upon termination or cancellation of this Agreement for any reason, the License shall cease and Licensee and its permitted parents, subsidiaries and affiliates, shall immediately cease the use or distribution of any materials containing the Mark.

9. Nothing in this Agreement shall give to Licensee any right, title or interest in or to the Mark, except the right of Permitted Uses as specifically set forth in this Agreement.

10. Licensee will indemnify and hold harmless the Council, its officers, directors, and staff against any and all claims, judgments, actions, losses, settlements, expenses or costs of any sort (including reasonable attorneys' fees) (collectively "Claims") arising out of

the Licensee's use of the Mark (excepting Claims that the Mark infringes another mark). This paragraph shall survive the termination of this Agreement.

11. Unless earlier terminated in accordance with its terms, this Agreement shall be for a period of one (1) year from the date first written above and shall automatically renew for successive one (1) year periods. The Agreement may be cancelled upon sixty (60) days written notice by either party.

12. Licensee acknowledges and agrees that compliance with the terms of this Agreement is necessary to protect the goodwill and other proprietary interests of the Council and that a breach of this Agreement by Licensee would result in irreparable and continuing harm to the Council 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 Council 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 Council. The provisions of this Section 12 shall survive the termination of this Agreement.

13. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.

14. Any action 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.

15. 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

Responsible Person's Signature

Date

Responsible Person's Name (printed)

Title

EXHIBIT A

