



COOL ROOF RATING COUNCIL
LICENSED TEST FARM LICENSE AGREEMENT

THIS AGREEMENT is entered into by and between the COOL ROOF RATING COUNCIL, INC. (“CRRC”), a Maryland not-for-profit corporation, and _____ (“Test Farm”), a _____ (state) limited liability company, with respect to the Test Farm’s providing sample exposure testing services to CRRC for its Cool Roof Rating Council Product Rating Program, as it may be amended from time to time.

WHEREAS, CRRC’s mission includes maintenance and implementation of the Cool Roof Rating Council Product Rating Program (the “Program”), a performance rating program that seeks to assess the radiative performance of certain roof surfaces and which requires testing by exposure over a period of time to weather (hereafter referred to as “exposure testing”);

WHEREAS, Test Farm is in the business of performing exposure testing for roofing products and surfaces; and

WHEREAS, Test Farm is not a CRRC Accredited Independent Testing Laboratory.

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. Test Farm shall, for the term of this Agreement and any extensions, provide sample exposure testing services (the “Services”) to support the Program, as more clearly defined on Attachment A. Attachment A is hereby incorporated into this agreement by reference. CRRC engages the Test Farm to provide the Services on a non-exclusive basis.

2. Test Farm acknowledges that it has received and read the Product Rating Program Manual (“CRRC-1”) and agrees that during the term of this Agreement it shall administer the Services in accordance with Section 2.5 of CRRC-1 entitled “Requirements for Approved Test Farms”, which is attached hereto as Attachment B, as amended by CRRC from time to time. Attachment B is hereby incorporated into this agreement by reference. Said Section 2.5 may be amended by CRRC from time-to-time and Test Farm agrees to implement all such changes upon receiving notice from CRRC and on a timetable developed by CRRC and Test Farm; provided, however, that if Test Farm does not agree with such changes based on the fact that the change will have a significant increased cost impact or adverse effect on Test Farm, then Test Farm shall, within ten (10) days of learning of the change, notify CRRC of its concerns in writing and the parties shall attempt to resolve all reasonable concerns in a prompt and business-like manner. In the event that a change will result in an “increased cost” to Test Farm, then CRRC shall implement the change upon the earlier of the following: (a) Test Farm implements a mechanism to recoup such additional costs; or (b) a period of three (3) months elapses after the date on which Test Farm provided its notice of concern to CRRC. In the event that the parties cannot resolve an “adverse effect” concern related to a change, then either party may terminate this Agreement in accordance with Paragraph 6.1.

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3. Test Farm represents and warrants that during the term of this Agreement and any extensions that: (a) the Test Farm has been certified to be compliant with the ISO requirements set forth in Attachment B; (b) it has no significant ownership tie to or commercial interest in a roofing products company or supplier to the roofing industry; and (c) all Services will be performed in an accurate, timely and professional manner. Test Farm shall inform CRRC in writing within 10 days of changes in its operations that modify or make these representations and warranties untrue.

4. Test Farm agrees to conduct an on-going quality control program to ensure that its testing procedures continue to meet or exceed testing parameters required to perform the Services as set forth in this Agreement.

5. Test Farm may state that it has been engaged and approved by CRRC to perform exposure testing under the Program.

6. The term of this Agreement shall be five (5) years unless terminated as provided in Section 6.1 or 6.2.

6.1 In general: Either CRRC or Test Farm may terminate this Agreement at any time, upon ninety (90) days' notice in writing to the other party.

6.2 For cause: Either CRRC or Test Farm may terminate this Agreement immediately upon written notice to the other in the event of the other's insolvency, fraud, willful misconduct, or substantial breach of this Agreement. CRRC may terminate this Agreement immediately upon written notice to Test Farm in the event Test Farm assigns its rights and obligations under this Agreement.

6.3 In the event of the termination of this Agreement, Test Farm shall immediately cease providing the Services. Additionally, at the direction of CRRC, Test Farm shall promptly return or transfer all property and data held by the Test Farm relating to the Services under this Agreement to: (1) the person/entity who provided such property to Test Farm; or (2) to a third party provided that such transfer has been authorized in writing by the person/entity who provided such property to the Test Farm. CRRC shall direct Test Farm regarding the return/transfer of property and data as soon as practicable after receiving, or providing, notice of termination. When removing, returning and/or transferring the samples, Test Farm agrees to use due care and treat the samples in a professional manner that will preserve the integrity of each sample.

7. In the event that Test Farm fails to perform the Services in accordance with the terms of this Agreement, the sole remedy of CRRC and/or any person or entity for whom the Services were performed shall be either (i) reperformance by Test Farm at its expense of the particular Services which were not performed in accordance with this Agreement, or (ii) refund of any amount paid for such Services. This remedy is contingent upon Test Farm's separate confirmation of material error in or misperformance of the Services. Any claim hereunder must be made not later than six months after the Services have been performed. In no event shall Test Farm be liable to CRRC or any other person or entity for which it performs Services, for any indirect, contingent, special, incidental or consequential loss, costs or damages of any kind.

8. Mutual Indemnification.

8.1 Test Farm will be responsible for and will indemnify, hold harmless and defend CRRC and its officers, directors, members, employees and counsel from and against any and all liabilities, claims, costs and expenses (including without limitation attorneys' fees) resulting from or arising out of any wrongful or negligent act or omission of Test Farm; provided, however, that Test Farm's obligation to indemnify and hold harmless CRRC shall not apply to the extent that any such liabilities, claims, costs or expenses is contributed to or caused by the negligence or wrongful act of CRRC.

8.2 CRRC will be responsible for and will indemnify, hold harmless and defend Test Farm and its officers, directors, members, employees and counsel from and against any and all liabilities, claims, costs and expenses (including without limitation attorneys' fees) resulting from or arising out of any wrongful or negligent act or omission of CRRC; provided, however, that CRRC's obligation to indemnify and hold harmless Test Farm shall not apply to the extent that any such liabilities, claims, costs or expenses is contributed to or caused by the negligence or wrongful act of Test Farm.

9. Test Farm acknowledges and agrees that in the course of performing Services for CRRC hereunder, Test Farm may obtain from CRRC or generate for CRRC confidential information related to CRRC's operations, membership lists, business strategies and other information. Test Farm agrees to keep all such information confidential and shall not disclose any such information to any person other than to CRRC's authorized personnel at any time during Test Farm's engagement or at any time thereafter, unless disclosure is required by law. The provisions of this Section shall survive the termination of this Agreement. The provisions of this Section 8 shall not apply to any information that (a) is or becomes generally available to the public other than as a result of disclosure by Test Farm or its representatives; (b) was readily available to Test Farm on a non-confidential basis prior to its disclosure to Test Farm by CRRC or its generation for CRRC by Test Farm; (c) was already lawfully in Test Farm's possession at the time of disclosure by CRRC; or (d) becomes available to Test Farm on a non-confidential basis from a source other than CRRC, provided that such source is not bound by a confidentiality agreement with CRRC.

10. Intellectual Property License: CRRC hereby licenses to Test Farm the use of the CRRC Intellectual Property described in Attachment C for the term of this Agreement, and solely in connection with Test Farm's provision of, and/or marketing of, the Services. Attachment C is hereby incorporated into this agreement by reference. In exchange for this license, Test Farm agrees to pay CRRC an annual royalty in the amount of one thousand dollars (\$1,000.00), due and payable each year within fifteen (15) days of the annual anniversary date of this Agreement. In order to protect the goodwill of CRRC, CRRC retains the right to review and approve all uses of CRRC Intellectual Property, but will not unreasonably withhold its approval. Test Farm acknowledges that the license offered herein is non-exclusive and non-transferable. Test Farm agrees to take no action inconsistent with CRRC's ownership of the CRRC Intellectual Property.

11. In the event that additional services are required by CRRC, the parties may execute an Addendum to this Agreement, which shall expressly reference its incorporation into this Agreement.

12. Test Farm warrants that each of its employees and its subcontractors' employees (if any) engaged in the performance of the Services shall be adequately experienced and trained before the employee is assigned to perform the Services and that Test Farm will use reasonable commercial efforts to ensure the timely delivery of Services.

13. This Agreement may not be assigned by the Test Farm without the written permission of CRRC.

14. This Agreement shall be construed in accordance with the laws of the State of Maryland.

15. If any court of competent jurisdiction finds any provision of this Agreement to be unenforceable or invalid, then such provision shall be ineffective to the extent of the court's finding, without affecting the enforceability or validity of the Agreement's remaining provisions.

16. Whenever notice is to be served hereunder, service shall be made personally or by registered or certified mail, return receipt requested, postage prepaid, or by fax with a copy by reputable overnight mail service.

17. Test Farm agrees that in the performance of any of its obligations under this Agreement, it will comply with all applicable provisions of all federal, state and local laws or ordinances.

18. This Agreement, together with the Attachment(s) attached hereto, constitutes the parties' entire agreement with respect to the subject matter and supersedes all prior statements, representations, promises, conditions or agreements, both written and oral. No waiver, modification, amendment, rescission or change to this Agreement shall be binding on either party, unless made in writing and signed by authorized representatives of both parties.

19. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives, as of the date set forth below.

LICENSED TEST FARM

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

ATTACHMENT A

- 1) Test Farm shall comply with the requirements stated in the procedures set forth in Attachment B of this Agreement.
- 2) Test Farm agrees that all testing shall be accomplished in accordance with the procedures set forth in Attachment B of this Agreement.
- 3) Test Farm shall accept samples for exposure testing from a manufacturer or seller that is currently a CRRC Licensed Seller or Other Manufacturer (OM) with a licensee identification number assigned by the CRRC.

Note: all licensees shall complete the following procedure prior to submitting samples to the Test Farm for exposure testing:

- a. Licensed Seller/OM previously sent roofing product samples and Test Results Report and Test Farm Notification Form to a CRRC Accredited Independent Testing Laboratory (“AITL”) for measurement of initial radiative properties in accordance with the CRRC-I Manual. Each sample will be labeled such that they can be uniquely identified (throughout a four-year period) by batch and sample within each batch.
- b. For each product being tested, a total of nine¹ (9) samples shall be selected from two batches, distributed as follows into the following groups:
 - A. Three samples from one Batch (A)
 - B. Three samples from second Batch (B)
 - C. Three samples, for which both batches (A and B) must be represented
- c. Sample panel size is dependent on product type, but shall not be smaller than 24 square inches.
- d. The AITL shall have measured initial properties of Groups 1 and 2, completed Test Results Report [Initial Ratings] (CRRC-F-2), and sent results to Licensed Seller/OM.
- e. AITL shall then send all nine (9) samples with the Test Farm Notification Form (submitted by the Licensed Seller/OM) to the designated Test Farm. All panels

¹ Some product types may be exceptional and require fewer than nine samples. Each batch must be represented at each of the three test farm sites regardless of total number of samples.

shall be sent to the Test Farm’s central weathering site, the address of which is listed on the CRRC web page.²

- 4) The Test Farm will distribute the samples for exposure at all three sites³ in time for panel placement for coordinated exposure initiation. Exposures will begin on the first day of every other month throughout the year, beginning with January 1. Samples received by Test Farms within twenty-one (21) days of each bi-monthly placement date will be held and exposed at the next available placement date. Each sample group (i.e., 1, 2, and 3) shall be distributed among the 3 test farm sites (i.e., one sample from each of the three groups⁴ will go to each site), as illustrated in the below table.

Distribution of sample groups between exposure sites

| | Hot/Humid | Temperate/Colder | Hot/Dry |
|----------------|------------------|-------------------------|----------------|
| Group 1 | Batch A | Batch A | Batch A |
| Group 2 | Batch B | Batch B | Batch B |
| Group 3 | Batch A | Batch B | Batch A or B |

- 5) The Test Farm labels product samples (if necessary), establishes billing arrangements with each Licensed Seller/OM⁵, and initiates exposure testing in outdoor environment upon receipt of samples in accordance with ASTM G 7 - *Standard Practice for Atmospheric Environmental Exposure Testing of Nonmetallic Materials*. All samples are exposed with plywood backing material of the Test Farm’s choice. Products designated for only steep slope applications (>2:12 slope) shall be exposed on plywood backing at 45°S. All other products shall be exposed on plywood backing at 5°S. After the samples are placed on the exposure racks, the Test Farm completes the **Test Farm Notification Form [Exposure Placement] (CRRC-F-7)** and makes four copies of this form. One copy shall be sent directly to the CRRC, one copy is sent to the Licensed Seller/OM, one copy is reserved for use after the three year exposure period, and one is saved for Test Farm’s records.

² Test Farm shall be commercial or private weathering farm that is accredited to ISO/IEC 17025:1999 *General Requirements for the Competence of Testing and Calibration Laboratories*.

³ Weathering sites shall be: hot/damp (e.g., southern Florida), temperate/colder climate (e.g., the Midwest, such as Cleveland or Chicago), and hot/dry (e.g., the Phoenix, Arizona area).

⁴ Depending upon product type there may be fewer than three groups of samples, but in all cases each batch must be represented at each of the three test farm sites. For example, there may be two groups comprised of a total of six samples: three samples from Batch A and three samples from Batch B. One of each Batch would be sent to each site, for a total of two samples at each site.

⁵ CRRC makes no attempt to contract Test Farms. All exposure costs are incurred by the Licensed Seller/OM. Rates are negotiated between individual Test Farms and individual Licensed Seller/OMs.

- 6) Samples shall remain untouched for a period of three (3) years. As three year exposure removal approaches, Test Farm shall send notification to LS/OM informing them of pending removal and asking for which AITL they would like to use for their aged testing measurements. After three (3) years' exposure of these samples, Test Farm removes and labels samples, consolidates samples, and completes the reserved copy of the **Test Farm Notification Form [Exposure Removal] (CRRC-F-7)** with exposure removal information. The Test Farm then sends the nine (9) product samples per product (formula), along with the completed second version of the Test Farm Notification Form, to the appropriate AITL as directed by the Licensed Seller/OM. NOTE: The test surface of each sample shall not be washed, cleaned, or wiped in any fashion. Loose dirt, embedded dirt, environmental stains, mold, mildew and any other material that rests on—or has become incorporated into—the surface of the material shall not be altered. Test Farm shall temporarily move samples from exposure during severe weather events (to be determined by CRRC or Test Farm), and such samples shall be again exposed as soon as the severe weather event has passed. Test Farm shall keep CRRC continuously informed of any actions taken with respect to severe weather events.
- 7) AITL, or the Test Farm provided that it is an AITL, measures weathered properties and sends Test Results Report [Aged Ratings] (CRRC-F-2), along with Test Farm Notification Form [Exposure Removal] (CRRC-F-7) from Test Farm, to Licensed Seller/OM. The average aged radiative properties shall be obtained by a straight average of the test results of each of the nine samples⁶. In the event that a sample is uncharacteristically damaged during weathering exposure, it shall be removed from the calculation of the averaged aged ratings. AITL shall be required to hold samples for 90 days, or until the product's aged data is listed with CRRC. Any dispute over aged data between the Licensed Seller/OM and the AITL must be resolved between the two parties, using the panels held by the AITL.

Allowance for aged testing of experimental products

Licensed Sellers/OMs shall be allowed to submit a product to the Test Farm for weathering exposure before obtaining initial ratings for the product. The Licensed Seller/OM can hold the aged test results and submit them with an entire Product Rating Application. Thus, this allows the Licensed Seller/OM to release a product at the same time the three-year data is available.

⁶ Number of samples may vary depending upon product type.

ATTACHMENT B

2.5 Requirements for Test Farms

2.5.1 Test Farm Application Requirements

- (A) A Test Farm shall demonstrate certification under ISO 17025.
- (B) A Test Farm must have exposure facilities in the following climates:
 1. Hot/Humid
 2. Cold/ Temperate
 3. Hot/Dry
- (C) A listing of exposure methods that an accrediting body has found the Test Farm capable of performing. The Test Farm may only use such methods for the purpose of this Program.
- (D) Test Farm must provide a statement that shows it has no significant ownership or commercial interest in a supplier or roofing product company and is not owned by such a company.

2.5.2 Product Weathering Exposure and Removal Requirements

- (A) Sample Mounting: Samples of each product must be exposed for three years in accordance with sample preparations in section 3.5. Exposure for both metallic and nonmetallic materials shall be in accordance with ASTM G7. Samples must be mounted for exposure at Approved Test Farm on plywood in such a way that there is no run off from one panel to another. Steep-slope designated products are to be exposed at steep-slope; low-slope designated products at low-slope, and product designated as both are to be exposed at low-slope only.
- (B) Exposure Removal: Samples shall remain untouched for a period of three (3) years. After three-year exposure, the Test Farm is responsible for coordinating with the Licensed Seller or Licensed OM to send exposed samples to AITL of its choice for testing of Aged Radiative Properties.
- (C) Exposure Notification: Test Farm is responsible for notifying the Licensed Seller or Licensed OM of exposure start and end dates and any other pertinent information about sample damage or unusual appearance. Test Farm is also responsible for accurately labeling exposed samples to match with exposure location.

ATTACHMENT C

CRRC LICENSED INTELLECTUAL PROPERTY

1. Subject to the following terms and conditions, the CRRC hereby grants to _____ (the “Licensee”) a non-exclusive right and license (the “License”) to use the mark shown on Exhibit A hereto (the “Mark”) on Licensee’s letterheads, correspondence and promotional materials to indicate that Licensee is a Test Farm under the Program (“Permitted Uses”). Licensee shall not use the Mark on any product or product packaging, on any test or research report, nor in any other manner which suggests or implies, directly or indirectly, that the CRRC endorses or approves of any product, service or practice of the Licensee; provided, however, that Test Farm may state that it has been engaged and approved by CRRC to perform exposure testing under the Program and use the Mark in connection therewith. The Mark may not be used in any manner which infers or implies that the CRRC has certified any product, service or practice other than qualification and accreditation as a CRRC Test Farm. The CRRC 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 CRRC’s request, to confirm that the use of its Mark is consistent with this Agreement.

2. 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 CRRC.

3. Licensee agrees that it will not alter, delete, or amend the Mark, which it shall receive from the CRRC, 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 “TEST FARM”.

4. Licensee’s rights hereunder shall continue only so long as the Agreement remains in effect.

5. Licensee acknowledges the ownership of the Mark by the CRRC, 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 CRRC. 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 CRRC to the Mark and will not attack the validity of this License.

6. The CRRC reserves the right to cancel the License if, in the sole discretion of the CRRC, 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 an approved Test Farm. CRRC shall provide thirty (30) days’ written notice of any

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proposed cancellation under this Section 6. If reasonable assurances have not been provided to the CRRC within five (5) business days after delivery of the notice to Licensee that the activities giving rise to the proposed cancellation have been terminated, CRRC may cancel the License immediately.

7. Upon termination or cancellation of the 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.

8. Nothing in this License 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.

9. Licensee will indemnify and hold harmless the CRRC, 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.

10. Licensee acknowledges and agrees that compliance with the terms of this License is necessary to protect the goodwill and other proprietary interests of the CRRC and that a breach of this License 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 License (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 10 shall survive the termination of this License.

EXHIBIT A

