

CERTIFICATION LICENSE AGREEMENT

Labeling and Performance Standards for Spray Adjuvants and Soil Conditioners

This CERTIFICATION LICENSE AGREEMENT (“Agreement”) is made and entered into this ___ day of _____ by and between the CHEMICAL PRODUCERS & DISTRIBUTORS ASSOCIATION (“CPDA”), a District of Columbia corporation with its principal offices at 1730 Rhode Island Avenue, NW, Suite 812, Washington, DC 20036, and _____ (“Licensee”), with its principal offices at _____.

WHEREAS, CPDA is the sole owner of all rights to the certification mark identified in the attached SCHEDULE A (“Mark”) relating to and certifying compliance with the “Labeling and Performance Standards for Spray Adjuvants and Soil Conditioners” listed in Schedule B (“Standards”); and

WHEREAS, Licensee, on or prior to the Effective Date, has (i) submitted to CPDA satisfactory information and (ii) certified that the adjuvant products and/or soil conditioners identified and described in the attached SCHEDULE C (“Products”), and Licensee’s functionality and related claims with respect thereto, are in full compliance with the Standards; and

WHEREAS, Licensee desires to obtain from CPDA a nonexclusive license (hereinafter, “Certification License”) under CPDA’s Adjuvant Certification Program (“Program”), and has submitted to CPDA an application to use the Mark solely in connection with the Products, subject to the terms, conditions, and limitations set forth herein.

NOW, THEREFORE, in consideration of the above and of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Nonexclusive Certification License. CPDA hereby grants to Licensee a nonexclusive Certification License to use the Mark solely in connection with the Products, and subject at all times to the terms, conditions, and limitations set forth herein, and upon the express condition that the Products are made in strict accordance with, and otherwise comply in all respects with, the Standards at all times during the term of this Agreement, including any amendments, modifications, substitutions, or interpretations hereafter adopted by CPDA. This Certification License shall also apply to all products of Licensee approved for certification and use of the Mark under the Program after the Effective Date of this Agreement, provided all terms and conditions for granting such approval have been met, and the products and their related Product-Specific Effective Dates have been recorded in Schedule C. All products listed in Schedule C are considered Products subject to this Agreement.

2. Grant of Nonexclusive Certification Sublicense

Licensee shall have the contingent right to grant a nonexclusive, nontransferable sublicense (hereinafter, "Certification Sublicense") with respect to the Mark's representation in the marketplace. Licensee shall notify CPDA of each grant of a Certification Sublicense by completing a SCHEDULE D and providing CPDA with a copy for attachment to this Agreement. Such action shall be considered an agreed modification under paragraph 29, unless CPDA disallows the modification, for any reason, by notifying Licensee in writing within 15 days of receipt of a SCHEDULE D. Except for the Sublicensee's company and product names, company address or other contact information, and the general structure and look of the label, Licensee shall ensure that all product claims and other language on the label of Sublicensee's Mark-bearing product are identical to the label language used on Licensee's corresponding certified product. Licensee shall take reasonable and sufficient actions to ensure Sublicensee uses the Mark in accordance with provisions of the Agreement applicable to Licensee, and agrees to indemnify CPDA pursuant to paragraph 15 for any liability, damage, or loss of any kind resulting from or arising from a Sublicensee's use of the Mark.

3. Term of License. Subject to Licensee's compliance with this Agreement, the license granted to Licensee shall continue in full force and effect, unless and until (i) either party terminates or suspends the license in accordance with the provision of this Agreement or (ii) the license expires upon Licensee's failure to pay maintenance fees within thirty (30) days after receipt of an invoice. All Product Certification Sublicenses shall terminate on the date a corresponding Product's Certification License terminates.
4. Limitations on Use of Name and Mark. Licensee shall under no circumstances use the name "CPDA" or "Chemical Producers & Distributors Association" (except to the extent such name(s) are part of the Mark) or any name or mark deceptively similar thereto. Furthermore, Licensee shall not use the Mark or any mark deceptively similar thereto, except in (i) strict accordance with the Standards, (ii) text on the Product containers, or (iii) advertising stating that such Products meet, exceed, or otherwise satisfy the Standards. Under no circumstances shall Licensee use the Mark or the name "CPDA" or "Chemical Producers & Distributors Association" (or any name or mark deceptively similar thereto) in any manner that suggests or implies CPDA's sponsorship, approval, or endorsement of the Products.
5. Compliance Evaluation. Licensee hereby warrants, represents, and covenants to CPDA, which warranty, representation, and covenant shall survive the termination, suspension, or expiration of this Agreement, that Licensee has evaluated its Products and related procedures and confirmed they are in full compliance with the Standards.
6. Non-Compliance. If any circumstance arises during the term of this Agreement, which indicates Licensee's Products or related procedures are not in strict compliance with the Standards, then Licensee shall immediately stop using the Mark in

connection with such Products, and shall immediately provide CPDA with written notice of such non-compliance. Furthermore, Licensee shall take whatever corrective action CPDA deems necessary to prevent use of the Mark in connection with the sale or distribution of non-compliant Products. Upon receipt of such notification, CPDA, at its option, may terminate or suspend the license for any or all Products of Licensee governed by this Agreement, and may pursue additionally and cumulatively any other legal or equitable rights or remedies available under this Agreement or otherwise.

7. Ownership of the Mark. Licensee acknowledges and agrees that CPDA is the sole owner of the Mark and agrees not to take any actions that are inconsistent with CPDA's ownership rights, including, but not limited to (i) challenging CPDA's ownership rights and/or attempting to register the Mark in any country, state, or other jurisdiction or (ii) performing any acts that directly or indirectly assist any third-party in using the Mark without CPDA's prior written authorization.
8. Processing and Maintenance Fees. Licensee shall pay to CPDA an initial application and processing fee in the amount of Four Hundred Dollars (\$400.00) per product. Licensee shall also pay an initial application and processing fee of One Hundred Dollars (\$100.00) for each Certification Sublicense of the same product. Annually thereafter throughout the term of this Agreement, Licensee shall pay to CPDA a yearly maintenance fee of One Hundred Dollars (\$100.00) per product, and Fifty Dollars (\$50.00) for each Certification Sublicense of the same product to defray costs incurred in administering CPDA's Mark-licensing program. If a licensed Product or sublicensed product is terminated in the marketplace, Licensee shall notify CPDA in writing of such termination and pay maintenance fees for the terminated licensed Product or sublicensed product for two (2) years following termination to cover a reasonable period of time for those Mark-bearing products to move through channels of trade. Except for the foregoing processing and maintenance fees, CPDA shall not be entitled to receive any royalty or other compensation for use of the Mark.
9. Identification of Products. Licensee acknowledges and agrees that Licensee is the marketing organization responsible for the integrity of the Product brand name and representation of Products in the marketplace, and further agrees to use the Mark only on Products bearing Licensee's name or on products granted a Certification Sublicense under paragraph 2.
10. Non-Assignment. Neither this Agreement nor Licensee's rights regarding the Mark under this Agreement shall be assignable or transferable by Licensee in any manner, in whole or in part, without CPDA's prior written consent, which consent CPDA may withhold in its sole discretion.
11. Use of Mark and Quality Control. Licensee agrees to assume full and complete responsibility for use of the Mark on its Products, and further agrees to use the Mark only on Products that fully comply with the Standards and otherwise meet all of CPDA's requirements. Licensee shall establish and maintain a program of

production, inspection, and testing to ensure Licensee's Products comply with all of CPDA's requirements, including, but not limited to, the Standards.

12. Revised Standards. If the Standards or any other CPDA requirements relating to the Products are modified during the term of this Agreement, CPDA shall notify Licensee of the date by which the new Standards/requirements become effective. Licensee shall comply with the modified Standards/requirements and shall use the Mark only on Products complying with the modifications as of that date. In the event that Licensee cannot comply with the new Standards/requirements, Licensee shall provide CPDA with written notice of the same and this Agreement shall terminate.
13. Samples and Inspections. Licensee agrees to complete all actions CPDA requires of Licensee to ensure the Standards and all other CPDA requirements applicable to the Products and the labeling thereof are met at all times, including submitting, upon request, samples of Products. Licensee shall maintain on file at all times during the term of this Agreement, and shall provide to CPDA upon request, documentary evidence confirming that the Products meet the Standards and all other applicable CPDA requirements. CPDA or its representatives may, but shall not be required to, test Licensee's Products periodically by selecting samples from the marketplace and submitting them to a testing facility to determine whether the Products and Licensee's Product-related procedures comply with the Standards. Upon CPDA's request, Licensee, at Licensee's sole expense, shall send Product samples to a designated test facility for evaluation and analysis. Licensee acknowledges and agrees that any sampling, inspections, or tests conducted by CPDA or at its request, are done only to verify compliance with the Standards, and does not relieve Licensee of its sole responsibility to ensure such compliance. CPDA shall be the sole judge of whether Licensee and its Products are and remain qualified to be licensed under this Agreement, and whether the Products satisfy and conform to the Standards.
14. Continuing Warranty and Representation. Licensee acknowledges and agrees that its use of the Mark on or in connection with the Products constitute Licensee's continuing representation and warranty to CPDA that such Products and Product-related procedures strictly conform to the Standards and any other related requirements adopted by CPDA and noticed to Licensee in writing.
15. Indemnification. Licensee shall defend, indemnify, and hold harmless CPDA and its officers, directors, employees, and representatives from any and all liability, loss, damage, cost and expense any of them may suffer as a direct or indirect result of, or in any way relating to Licensee's participation in the Program, the failure of Licensee's Products or Sublicensee's products to conform to any Standards and requirements, or of Licensee's failure to comply with the terms of this Agreement, including SCHEDULE D sublicense modifications.
16. Termination Upon Default and Notification of Third Parties. If Licensee defaults in any of its obligations under this Agreement, CPDA may, in addition to any other cumulative legal or equitable rights it may have, immediately terminate or suspend the license granted hereunder for any or all Products of Licensee, whether or not such

Products are affected by such default. Furthermore, Licensee agrees that CPDA may, as CPDA deems necessary or appropriate, notify vendors, governmental authorities, potential users, and other relevant entities of any improper or unauthorized use of the Mark.

17. Injunctive Relief. Licensee acknowledges and agrees that any breach, attempted breach, or repudiation of this Agreement, including, but not limited to, use of the Mark in connection with the manufacture, sale, delivery, shipment, distribution or promotion of any Product that does not strictly conform to the Standards and other CPDA requirements, would cause irreparable harm and injury to CPDA for which money damages would be inadequate. Accordingly, Licensee agrees that specific performance and/or injunctive relief shall be available to CPDA to prevent the breach, attempted breach, or repudiation of this Agreement. This equitable relief shall be in addition to any other legal or equitable remedies available to CPDA.
18. Attorneys' Fees and Related Costs. If any action or proceeding is brought by CPDA to enforce, protect, or establish any right or remedy with respect to this Agreement or with respect to the subject matter hereof, or if any action or proceeding is brought by any third party as a result of or in connection with Licensee's wrongful use of the Mark, or other breach hereof, Licensee shall be liable to CPDA for CPDA's reasonable attorneys' fees and all related costs, expenses, or damages incurred to protect its rights under this Agreement.
19. Survival Provision. The termination, suspension, or expiration of this Agreement shall not affect any liability or obligation of the parties existing as of the date of such termination, suspension, or expiration, including Licensee's obligation to defend, indemnify, and hold harmless CPDA as provided in paragraph 15 for liabilities and damages related to Products manufactured or distributed pursuant to this Agreement prior to the date of its termination, suspension, or expiration. This survival provision shall not foreclose any other legal and equitable rights and remedies available to CPDA and Licensee under this Agreement and shall survive its termination, suspension, or expiration.
20. Use of Mark Upon Termination, Suspension, or Expiration. Upon termination, suspension, or expiration of this Agreement, or any of Licensee's rights or authority related to any Product or Mark conferred by this Agreement, Licensee shall immediately discontinue printing and affixing labels bearing the Mark to any Product label or related labeling materials for a Product that is the subject of such termination, suspension, or expiration. Upon termination or expiration of this Agreement, Licensee shall also destroy any unused labels, literature, or containers displaying such Mark.
21. Registration and Non-Infringement. Licensee agrees that CPDA has the right, but not the obligation, to register the Mark worldwide at its own cost. CPDA does not represent or provide any express or implied warranty that the Mark does not infringe the rights of third parties. However, CPDA does represent and warrant that it owns

the Mark and, as of the Effective Date of this Agreement, has no actual knowledge that the Mark infringes the valid right of any third party, in whole or part, which would preclude Licensee from using the Mark pursuant to this Agreement.

22. Notification of Claims and CPDA's Option to Defend. Licensee shall promptly notify CPDA of any assertion that use of the Mark infringes the rights of a third party. Licensee shall also consult with CPDA to determine the course of action to be followed in response to such assertion. CPDA shall have the right to terminate this Agreement, in whole or in part, in response to any such assertion. Furthermore, CPDA shall be entitled to defend any infringement action, but shall have no obligation to undertake such defense, whether the action involves infringement of trademarks, patents, industrial and artistic designs, or copyrights owned by a third party, or unfair competition with a third party relating to Licensee's use of the Mark. Whether CPDA does or does not defend such actions, CPDA shall have no obligation to reimburse or indemnify Licensee, its agents, customers, or any other persons or legal entities for their costs of defending such actions or for damages awarded to third parties.
23. Recording. Licensee shall cooperate fully with CPDA if CPDA must record Licensee as a registered user of the Mark, including providing information and execution of documents in connection therewith. Upon termination or expiration of this Agreement, Licensee shall similarly cooperate with CPDA in expunging any such recordings or filings. Licensee shall bear all costs associated with such recording and expunging.
24. Prosecution of Claims and Legal Representation. Licensee agrees to notify CPDA in writing of any third-party infringements or imitations of the Mark of which it has knowledge, and shall assist CPDA at CPDA's expense in the enforcement of its rights in the Mark. CPDA shall have a sole discretionary right to determine whether any action shall be taken to remedy such infringement or imitation. Furthermore, CPDA at its discretion and expense may commence or prosecute any claims, actions, or lawsuits in its own name or, if necessary, join the Licensee as a party in such legal proceedings. With respect to all legal or non-legal proceedings arising under or relating to CPDA's rights in the Mark, including lawsuits in which Licensee is joined as a party, CPDA shall have the sole right to select and employ its own legal counsel, and to direct any litigation and settlement thereof. CPDA shall be entitled to receive and retain all settlement proceeds and amounts awarded as damages, profits, or otherwise in connection with such proceedings.
25. Prior Agreements. Licensee agrees that this Agreement does not relieve Licensee of its obligations concerning Products marketed or distributed pursuant to previous license agreements between Licensee and CPDA, including any amendments or renewals thereof. Licensee agrees that CPDA may pursue all of its rights and remedies specified in this Agreement to ensure that Products in the marketplace, which were licensed to use the Mark pursuant to previous agreements, are in full

compliance with the Standards and related requirements applicable at the time the Product was marketed or distributed.

26. Waivers. No waiver of any provision of this Agreement shall be effective unless agreed to in writing by the party against whom enforcement of the waiver is sought. No waiver of any default or breach, nor any delay or partial exercise of any right or remedy due to any such default or breach, shall constitute a waiver of any other default or breach, whether similar or otherwise. Furthermore, a written waiver shall not prevent or preclude the non-breaching party from exercising any available right or remedy in response to a subsequent default or breach.
27. Governing Law. This Agreement shall be interpreted and governed by the laws of the District of Columbia, without regard to conflicts of law principles.
28. Notices. All notices required or provided hereunder shall be in writing and shall be considered duly given if sent by first class, certified, or registered mail, postage pre-paid, to the other party at its address as set forth below or as may be otherwise designated in writing by the parties hereto:

If to CPDA:

Address: 1730 Rhode Island Avenue, NW, Suite 812
Washington, DC 20036
Telephone: 202-386-7407
Fax: 202-386-7409
Attention: Susan A. Ferenc

If to Licensee:

Address:
Telephone:
Fax:
Attention:

29. Entire Agreement. This Agreement, including all attached Schedules with an Effective Date, contains the entire and only agreement, oral or otherwise, between the parties relating to the subject matter hereof. This Agreement can be modified only in a writing signed by both parties.
30. Captions. The captions herein are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraphs, nor in any way affect this Agreement.
31. Termination With or Without Cause. Either party may terminate this Agreement at any time, in its sole discretion and for any reason or for no reason, upon sixty (60) days prior written notice to the other party.

32. Effective Date. The effective date of this Agreement shall be the date first written above.

33. Product-Specific Effective Dates. The Effective Date of this Agreement shall be recorded in Schedule C as the Product-Specific Effective Date of the first product(s) licensed under this Agreement. Subsequent products of Licensee approved for use of the Mark shall have their Product-Specific Effective Dates likewise recorded in Schedule C as the date CPDA first notifies Licensee in writing of such approval. The Product-Specific Effective Date for a sublicense granted under paragraph 2 shall be the date recorded on each Schedule D submitted for a Product.

34. Disclaimer. CPDA assumes no responsibilities for or liabilities related to Products licensed to use the Mark, and makes no warranties, representations, or endorsements of any kind regarding such Products.

IN WITNESS WHEREOF, and by their signatures to this agreement, the parties individually acknowledge its complete expression of their intended agreement, and agree to be bound by its terms and conditions.

Chemical Producers & Distributors
Association

(Licensee)

BY: _____

BY: _____