

**MANUFACTURER AND
DISTRIBUTOR
LICENSE AGREEMENT**

This License Agreement, dated _____, (this "Agreement"), is entered into by and between the Chemical Fabrics and Film Association ("CFFA"), and _____ (hereinafter "Licensee").

The parties agree as follows:

1. Grant of License. CFFA grants to Licensee a nonexclusive, non-sublicensable and revocable license to use the CFFA certification mark(s) depicted in Attachment A ("CFFA Intellectual Property"). Licensee may affix CFFA Intellectual Property to only those coated fabrics sold by Licensee that are tested according to, and compliant with, Recommended Minimum Performance Standards for Vinyl-Coated and other Chemical Coated Upholstery Fabrics - Healthcare (CFFA-201 HC). Licensee is prohibited from sublicensing or otherwise granting to any person any right to use CFFA Intellectual Property. Licensee shall use CFFA Intellectual Property in accordance with CFFA's Procedural Guidelines ("Guidelines"), as may be amended from time to time, the terms of which are incorporated into and made part of this Agreement by reference. The license granted in this Agreement is nontransferable except as provided in the Guidelines. Licensee agrees to abide by this agreement as of the date of executing this agreement and further to abide and be bound by any future revisions to these Guidelines and/or Procedures.

2. Prohibited Uses. CFFA Intellectual Property may not be used in any manner that, in the sole discretion of CFFA: discredits CFFA or tarnishes its reputation and goodwill; is false or misleading; is used in violation of this Agreement or Guidelines; violates the rights of others; violates any law, regulation, or other public policy; or mischaracterizes the relationship between CFFA and Licensee.

3. Use Contingent Upon Compliance; Termination. Use of CFFA Intellectual Property is contingent upon Licensee's testing being in accordance, and in compliance, with the Guidelines. This Agreement and Licensee's license to use the CFFA Intellectual Property may be terminated by CFFA upon Licensee's non-compliance with CFFA-201 HC, the Guidelines, CFFA's termination of the program or any other breach of this Agreement. If Licensee will use this License to sell products certified by another participant under Licensee's private label: (i) Licensee may not modify or otherwise convert the certified product which Licensee is private labeling; and (ii), Licensee's right to use the CFFA Intellectual Property with the private labeled product(s) certified by another participant terminates when that participant's license is terminated. Notwithstanding the foregoing, CFFA may terminate this Agreement (including, without limitation, Licensee's license to use the CFFA Intellectual Property) for convenience upon 30 days' notice to Licensee. Upon termination or expiration of this Agreement, Licensee shall immediately discontinue the use of the CFFA Intellectual Property and destroy all materials displaying the CFFA Intellectual Property.

4. Ownership of CFFA Intellectual Property. Licensee agrees that CFFA is the sole and exclusive owner of the CFFA Intellectual Property, and Licensee shall not take any actions which are inconsistent with CFFA's ownership rights including, but not limited to, challenging CFFA's rights.

5. License Fees. Licensee shall pay CFFA licensing fees at the amounts and intervals provided in the Guidelines, which may be amended from time to time.

6. Symbols. The CFFA Intellectual Property must be displayed with the appropriate "TM" or "®" legends as per the Guidelines and may only be used with the specific required graphical representation that is supported by the results of the CFFA procedures, and in compliance with CFFA-201 HC.

7. Agency. No association, agency, apparent agency, employer/employee relationship, partnership, or joint venture of any kind is created by this Agreement. CFFA is not responsible for the acts or omissions of Licensee, nor may Licensee speak or act for, or otherwise legally bind, CFFA.

8. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Ohio without giving effect to principles of conflicts of law there under. Exclusive jurisdiction for any claim or dispute between the parties resides in federal or State court in Ohio, and the parties agree and expressly consent to the exercise of personal jurisdiction in the State of Ohio. **EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

9. Indemnification. CFFA, its officers, directors, members, employees and counsel shall not be liable for any act or omission of Licensee, and Licensee hereby indemnifies, defends, and holds CFFA, its successors and assigns, and its directors, committee members, officers, employees, members, representatives and agents harmless from and against any and all loss, liability, damage, claim, suit, demand and expense, including, but not limited to, taxes, fines, penalties, court costs and attorneys' fees, arising in connection with (a) any claims made against CFFA, its successors and assigns, and its directors, committee members, officers, employees, members, representatives and agents, and (b) any liability which may be imposed upon CFFA, its successors and assigns, and its directors, committee members, officers, employees, members, representatives and agents resulting from or arising out of Licensee's acts or omissions (including breaches of this Agreement), Licensee's use of CFFA Intellectual Property, and Licensee's participation in the certification program. Licensee agrees to waive any and all claims against CFFA, its successors and assigns, and its directors, committee members, officers, employees, members, representatives and agents and shall indemnify, defend and hold harmless CFFA and its successors and assigns, and its directors, committee members, officers, employees, members, representatives and agents from any liability arising out of the acts or omissions of any director, committee member, officer, employee, member, representative or agent of CFFA in connection with or in any way relating to the conduct of the certification program, the duties or responsibilities of CFFA under this Agreement or the granting, administration or suspension of this Agreement.

10. Notices. Any written notices required hereunder shall be delivered via U.S. Mail, express courier, or confirmed email, to such locations, telephone numbers, and addresses as each of Licensor and Licensee shall notify the other from time to time. Notice shall be deemed to have been sufficiently given or served as follows: (a) four (4) business days after mailing if delivered by U.S. Mail; (b) one (1) business day after mailing if notice is given by reputable express courier; or (c) when sent, if by electronic mail and a confirmation copy is sent by U.S. Mail or express courier.

11. Entire Agreement. This Agreement, the Guidelines as amended from time to time and the Self-Certification Forms and/or Private Labeler's Registration and Verification Forms that Licensee submits from time to time contains the entire agreement between the parties as to the subject matter referenced herein. No agreement, statements, or representations not contained in this Agreement shall have any force and effect.

12. Waiver; Remedies Cumulative.

(a) 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.

(b) All of the rights and remedies of the parties hereto shall be cumulative with, and in addition to, any other rights, remedies or causes of action allowed by law and shall not exclude any other rights or remedies available to either of the parties hereto.

13. Severability. If any part of any provision of this Agreement shall be invalid or unenforceable in any respect, as determined by a court of appropriate jurisdiction, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.

14. Survival. All terms and conditions of this Agreement that by their nature are intended to survive termination or expiration will do so. The rights and responsibilities established in Sections 2, 4, 7, 8 and 9 shall indefinitely survive the termination of this Agreement.

15. Attorneys' Fees. In the event of a breach by Licensee of the provisions of this Agreement, CFFA shall be entitled to recover against Licensee all attorneys' fees and costs, including expert witness fees or expenses, incurred by CFFA in connection with any claim against Licensee arising out of Licensee's breach of this Agreement.

16. Construction.

(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.

17. Headings. The titles and headings of the paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever.

18. Counterparts. This Agreement may be signed by the parties in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, e-mail or other electronic means shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile, e-mail or other electronic means shall be deemed to be their original signatures for any purposes whatsoever.

IN WITNESS WHEREOF, the following signatures:

Licensee
Signature
Title
Company
Date

Chemical Fabrics and Film Association
Signature
Title
Company
Date

CFFA Intellectual Property

