

**3-A SANITARY STANDARDS, INC.
AUTHORIZATION AGREEMENT FOR USE OF THE 3-A SYMBOL AND REPLACEMENT
PARTS AND SYSTEM COMPONENT QUALIFICATION MARK**

This License Agreement is entered into by and between 3-A Sanitary Standards, Inc. (hereinafter "3-A SSI"), and Applicant listed above (hereinafter "Licensee").

The parties agree as follows:

1. 3-A SSI grants to the RPSCQC Holder a nonexclusive license to use the RPSCQC Mark as specified in the attached Certificate.
2. The RPSCQC Holder agrees to comply with *Provisions for Use and Display of the RPSCQC Mark* and other 3-A SSI rules and procedures, as amended from time to time, including the timely payment of licensing fees, any late fees or similar charges that may be assessed, and provisions of the Third Party Verification program for 3-A RPSCQC.
3. The RPSCQC Holder agrees that, as between RPSCQC Holder and 3-A SSI, 3-A SSI is the owner of the RPSCQC Mark, and the RPSCQC Holder shall not take any actions which are inconsistent with 3-A SSI's ownership rights including, but not limited to, challenging 3-A SSI's rights.
4. The RPSCQC Holder's certificate and Mark usage will terminate at the end of the calendar year, or at the end of the month in which a required TPV report is due. However, the RPSCQC Holder will be automatically renewed each successive year for an additional twelve-month period under the same terms and conditions, except as modified by 3-A SSI, provided that the RPSCQC Holder has fully complied with all rules and procedures for such renewal.
5. No association, agency, apparent agency, employer/employee relationship, partnership, or joint venture of any kind is created by this Agreement.
6. This Agreement shall not be assignable or transferable by the RPSCQC Holder in any manner except with 3-A SSI's prior written consent, nor shall the RPSCQC Holder have the right to grant sublicenses.
7. The RPSCQC Holder agrees that it will use the RPSCQC Mark only on replacement parts or system components that meet applicable requirements within 3-A SSI Standards or Accepted Practices, including as amended or interpreted in the future.
8. If it is determined by 3-A SSI that any replacement parts or system components referenced in the Certificate does not conform at any time to the applicable 3-A SSI Standard or Accepted Practice, including as amended or interpreted in the future; or if the RPSCQC Holder is determined by 3-A SSI to have made any materially false statement in any application or affidavit; or if the RPSCQC Holder otherwise defaults in any of its obligations under this Agreement, then 3-A SSI may immediately terminate this Agreement, without prejudice to any other rights which 3-A SSI may have.
9. Upon termination or expiration of this License, 3-A SSI may in its discretion so notify governmental authorities and others, including via the 3-A SSI web site. In addition, the RPSCQC Holder shall immediately discontinue the use of the RPSCQC Mark.
10. This Agreement shall not grant any right or remedy to any person or entity that is not a party to this agreement.
11. This Agreement shall be interpreted and governed by the laws of the Commonwealth of Virginia. Exclusive jurisdiction for any claim or dispute between the parties resides in Federal or State court in Northern Virginia, and the parties agree and expressly consent to the exercise of personal jurisdiction in the Commonwealth of Virginia.
12. This License contains the entire agreement between the parties as to the subject matter referenced herein. No agreement, statements, or representations not herein contained shall have any force and effect.
13. The RPSCQC Holder shall indemnify and hold 3-A SSI harmless for any costs, including judgments, settlements, and attorney's fees, incurred by 3-A SSI in defense of any legal proceeding alleging, in whole or in part, injury caused by any replacement parts or system components of the RPSCQC Holder.
14. Paragraphs 3, 9, 11, 13 and this paragraph 14 survive termination of this Agreement.