TRADEMARK AND LOGO LICENSE AGREEMENT

THIS TRADEMARK AND LOGO LICENSE AGREEMENT ("Agreement") is made and entered into as of this 17th day of December, 2015, by and between the American Rainwater Catchment System Association (hereinafter designated as "Licensor") and the International Association of Plumbing and Mechanical Officials (hereinafter designated as "Licensee") with reference to the following facts:

A. Licensor is the owner of the trademark and logo listed on Schedule A attached hereto and made a part hereof by this reference (collectively, the "Marks").

B. Licensor desires to license to Licensee, and Licensee desires to license from Licensor, the Marks for the purpose of displaying the Marks on the 2015 Edition of the Green Plumbing and Mechanical Code Supplement as defined in Section 1 below, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. License. Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a limited, non-exclusive license (the "License") to use the Marks solely with respect to displaying the Marks in print and/or electronic form on the 2015 Edition of the Green Plumbing and Mechanical Code Supplement to be distributed worldwide. The term "publication" is intended to include, (i) 8.5" x 11" soft cover version of the 2015 Edition of the Green Plumbing and Mechanical Code Supplement; (ii) loose-leaf version of the 2015 Edition of the Green Plumbing and Mechanical Code Supplement; (iii) 2015 Edition of the Green Plumbing and Mechanical Code Supplement on CD-rom or other electronic format.

2. Limitations. Notwithstanding this Agreement and the License granted hereby, Licensee expressly acknowledges and agrees that Licensor has and retains all rights (a) to use the Marks in any manner whatsoever including, but not limited to, in connection with owning, marketing, promoting, selling and distributing its products, wares, merchandise or services, without any obligation to Licensee; (b) to grant other persons or entities licenses for the use of the Marks for any purpose that Licensor may elect, including each of the purposes described in subsection A above; and (c) to maintain in full force and effect, modify and/or terminate those licenses already granted by Licensor as of the date hereof to any other person or entity to use the Marks for any purpose, including each of the purposes described in subsection A above.

3. Term. (a) Initial Term. The initial term of this Agreement and the License granted hereunder shall commence on January 1, 2016 and shall continue for a period of three (3) years thereafter (the "Initial Term"), unless sooner terminated pursuant to any provision hereof, and subject to Licensee's options to renew this Agreement as set forth below.

(b) Options for Additional Terms. Licensor hereby grants Licensee, upon the terms and conditions set forth below, an option (the "Option") to renew this Agreement for additional successive terms of three (3) years each (an "Additional Term"), each of which shall commence upon the expiration of the Initial Term or the prior Additional Term, as the case may be. Each Additional Term shall be subject to all of the terms and conditions of this Agreement including the provisions regarding royalties and termination. Licensee's right to exercise the
Option shall be subject to each of the following conditions: (i) Licensee shall give Licensor written notice of such exercise not less than thirty (30) days prior to the expiration of the Initial Term or the prior Additional Term, as the case may be; (ii) Licensee shall not be in default under any material provision of this Agreement at the time said notice shall be so given or at any time thereafter; and (iii) this Agreement shall be in effect at the time said notice shall be so given and at all times thereafter. As used herein, the "Term" of this Agreement shall mean, collectively, the Initial Term and any Additional Term.

4. Standards and Maintenance. Licensee is familiar with the high standards of quality, style, appearance and image utilized by Licensor in connection with Licensor’s use of the Marks in order to protect and enhance the Marks ("Quality Standards"), and Licensee acknowledges that the Marks have acquired valuable prestige and goodwill. Licensee hereby represents, warrants and covenants that it will, with respect to its use of the Marks under the terms of this Agreement and the License hereby granted, maintain high standards of quality, style, appearance and image substantially the same as the Quality Standards.

5. Infringement.

(a) By Third Parties. Licensee shall promptly notify Licensor of any infringement of the Marks, or any act of unfair competition by third parties relating to the Marks, whenever such infringement or act shall come to Licensee’s attention. Licensor shall have the sole right and discretion to take such steps to stop such infringement or act as Licensor may deem necessary to protect the Marks. Licensee shall cooperate fully with Licensor to stop such infringement or act and, if so requested by Licensor, shall join with Licensor as a party to any action brought by Licensor for such purpose. Licensor shall have full control over any such action, including, without limitation, the right to select counsel, to settle on any terms it deems advisable in its sole discretion, to appeal any adverse decision rendered in any court, to discontinue any action taken by it, and otherwise to make any decision in respect thereto as it deems advisable in its sole discretion. Licensor shall bear all costs and expenses connected with the foregoing, except that if Licensee desires to retain its own counsel, it shall do so at its own cost and expense. Any recovery as a result of any such action shall belong solely to Licensor, except to the extent that such recovery represents profits or damages fairly and equitably allocable to Licensee in light of all relevant facts and circumstances, in which event the recovery so allocable, net of all expenses incurred by Licensor, including all of Licensor’s reasonable attorneys’ fees and other litigation expenses, shall be paid to Licensee.

(b) Third Party Claims. Licensee shall promptly notify Licensor of any third party claim, action or proceeding to the effect that Licensee’s use of the Marks conflicts which infringes upon or violates any rights of such third party ("Third Party Claim"). If Licensor chooses, it may, upon written notice to Licensee, assume the defense of any Third Party Claim using counsel of its choice. Licensee shall be entitled to participate in (but not control) the defense of such Third Party Claim, with its own counsel and at its own expense. If Licensor does not assume the defense of any Third Party Claim, Licensee may defend against such Third Party Claim after giving written notice of the same to Licensor, on such terms as Licensee may deem appropriate, and Licensor shall be entitled to participate in (but not control) the defense of such Third Party Claim, with its own counsel and at its own expense.

6. Ownership of Marks. Licensee hereby agrees that Licensor is the owner of the Marks and title thereto and ownership thereof shall remain in Licensor (or its successors or assigns) throughout the Term. Licensee further acknowledges that, other than its rights hereunder, it is not the owner of any right, title or interest in and to the Marks in any form or
embodiment thereof, and it is not the owner of the goodwill attached to the Marks. Licensee shall not use the Marks in any manner which may give the impression that the Marks, or any modification thereof, is owned by Licensee.

7. Termination.

(a) By Licensor. Licensor may terminate this Agreement under any of the following circumstances:

(i) If Licensee fails to cure any material default in any of its obligations under this Agreement within thirty (30) business days after written notice thereof from Licensor;

(ii) If Licensee institutes proceedings to be adjudicated a voluntary bankrupt or insolvent, or consents to the filing of a bankruptcy proceeding against it, or files a petition or answer seeking reorganization or any similar arrangement under any bankruptcy act or any other similar law, or consents to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of itself or any of its property, or makes an assignment for the benefit of creditors, or becomes unable to pay its debts generally as they become due, or ceases to do business as a going concern, or takes corporate action in furtherance of any of the foregoing purposes;

(iii) If any order, judgment or decree of a court having jurisdiction shall have been entered adjudicating Licensee bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization of Licensee or of all or substantially all of its properties or assets under any bankruptcy act or similar applicable law, or appointing a receiver, trustee or liquidator of Licensee, and such order, judgment or decree shall remain in force, undischarged and unstated for a period of sixty (60) days, or any writ or warrant or attachment shall be issued or levied against a substantial part of Licensee’s property and the same shall not be released, vacated or bonded within sixty (60) days after issue or levy;

(iv) If Licensee is liquidated or dissolved; or

(v) If Licensee makes any “assignment” in violation of Section 9(a), hereof.

(b) Upon Mutual Agreement. This Agreement may be terminated upon the mutual agreement of both parties hereto.

(c) Effect of Termination or Expiration. Upon the expiration or earlier termination of this Agreement, except to the extent otherwise provided herein, all rights and obligations of Licensor and Licensee hereunder shall terminate (without prejudice to any such rights or claims accrued prior to the date of expiration or termination) and Licensee shall forthwith discontinue all use of the Marks and shall irrevocably release and discharge any right or interest in or to the Marks; provided, however, that Licensee shall have the right, for a period of one hundred eighty (180) days after the effective date of termination, to sell all remaining inventory of the “publications” bearing the Marks.


(a) Assignment. Licensee may not assign, pledge, encumber or hypothecate this Agreement, and may not sublicense the License granted hereunder, without Licensor’s prior written consent (which may be granted or withheld in Licensor’s sole and absolute discretion). Licensor may assign or transfer its rights under this Agreement upon prior written notice to
Licensee; provided, however, that any such assignment or transfer shall not relieve Licensor of its obligations hereunder.

(b) Notices. Any notice or communication required or permitted to be delivered to either party under this Agreement shall be in writing and shall be deemed to be duly given, delivered and received on the date received when delivered by (i) personal service, (ii) certified mail with return receipt requested, (iii) courier or express delivery service, or (iv) electronically confirmed facsimile, to the address or facsimile number set forth beneath the name of such party on the signature page to this Agreement, or to such other address or facsimile number as such party shall have specified in the written notice to the other party hereto in accordance with the provisions hereof.

(c) No Waiver. Neither any failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, nor any delay on the part of either party in exercising any such power, right, privilege or remedy hereunder, shall operate as a waiver thereof; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy hereunder, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party, and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

(d) Severability. If any provision of this Agreement, or the application of any such provision to any person or to any set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, then the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

(e) Relationship of Parties. It is understood and agreed that each party shall be acting as an independent contractor and not as an agent, employee or partner of the other party, and each party shall bear its own entire cost and expense of performing under this Agreement. Except as otherwise specifically provided in this Agreement, neither party shall have any authority to commit or to bind the other party to any obligation to any third party. This Agreement and the transactions contemplated hereby shall not be deemed to create a joint venture, partnership or employment relationship between the parties.

(f) Entire Agreement. This Agreement, together with the schedule hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, whether written or oral, with respect to such subject matter.

(g) Governing Law; Venue. This Agreement shall be construed and enforced in accordance with, and governed in all respects by, the laws of the State of California, United States, without giving effect to the conflicts of laws principles thereof. If either party wishes to commence any legal action or other legal proceeding relating to this Agreement, such proceeding must be commenced in the State of California courts located in the United States. Each party hereto expressly and irrevocably consents and submits to the jurisdiction of the State of California, in connection with any such proceeding. Each party agrees that such court shall be deemed to be a convenient forum in any such legal proceeding, and agrees not to assert (by way of motion, as a defense or otherwise) any claim that such party is not subject personally to the jurisdiction of any such courts, that such legal proceeding has been brought in
an inconvenient forum, that the venue of such legal proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by any such courts.

(h) **Attorneys’ Fees.** If any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision hereof is brought against either party hereto, the prevailing party shall be entitled to recover reasonable attorneys’ fees, costs and disbursements, in addition to any other relief to which the prevailing party may be entitled.

(i) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(j) **Section Headings; Tense, Etc.** The various Section, subsection and paragraph headings contained in this Agreement are inserted for convenience of reference only, and shall not affect the construction or interpretation of any of the provisions hereof. Whenever required by the context, the singular number shall include the plural, and vice versa. As used in this Agreement, the words “include,” “including” and variations thereof shall not be deemed to be terms of limitation, but shall be deemed to be followed by the words “without limitation.”

(k) **Interpretation.** This Agreement shall not be construed against Licensee simply by virtue of the fact that Licensee is the author of this Agreement. The provisions of this Agreement shall be construed in accordance with the fair meanings thereof.

(l) **Further Assurances.** The parties hereto shall make, execute and deliver all such documents, schedules, notices and other instruments as may be necessary to give effect to the provisions of this Agreement.

(m) **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

(n) **Amendments.** This Agreement may be modified or amended only by means of a writing executed by each party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark and Logo License Agreement as of the date first written above.

**“LICENSOR”:**

American Rainwater Catchment System Association (ARCSA)

By: [Signature]

Name: Heather Kinkade

Title: Executive Director

Address for Notices:

Heather Kinkade, Executive Director
ARCSA
7650 S. McClintock Drive, Ste. 103 #134
Tempe, AZ 85284-1673

**“LICENSEE”:**

International Association of Plumbing and Mechanical Officials (IAPMO)

By: [Signature]

Name: GP Russ Chaney

Title: Chief Executive Officer

Address for Notices:

GP Russ Chaney, CEO
The IAPMO Group
4755 E. Philadelphia Street
Ontario, CA 91761-2816
Schedule A
Trademark and Logo License Agreement

Description of Marks

ARCSA
AMERICAN RAINWATER CATCHMENT SYSTEMS ASSOCIATION