
NFRC Applied Film License Agreement (Manufacturer, Supplier or Licensed Brander)



National Fenestration
Rating Council®

NFRC Applied Film License Agreement (Manufacturer, Supplier or Licensed Brander)

THIS LICENSE AGREEMENT (this "Agreement") is made as of the date set forth on the signature page hereof by and between NATIONAL FENESTRATION RATING COUNCIL INCORPORATED, a Maryland nonprofit corporation ("NFRC"), and the party executing the signature page attached hereto (the "Licensee").

RECITALS:

A. NFRC owns and controls the use of procedures for rating performance and other attributes of fenestration and applied film products (the "Rating System") set forth in ANSI/NFRC 100: *Procedure for Determining Fenestration Products U-factors* ("ANSI/NFRC 100") and NFRC 100A: *Procedure for Determining Fenestration Attachment Product U-factors* ("NFRC 100A"), ANSI/NFRC 200: *Procedure for Determining Fenestration Product Solar Heat Gain Coefficients and Visible Transmittance at Normal Incidence* ("ANSI/NFRC 200"), *et seq.*, as amended and updated from time to time, NFRC 200A: *Procedure for Determining Fenestration Attachment Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence* ("NFRC 200A"), NFRC 304: *Creating an Applied Film Layer in Optics for NFRC Certification* ("NFRC 304"), ANSI/NFRC 400: *Procedure for Determining Fenestration Product Air Leakage* ("ANSI/NFRC 400"), NFRC 500: *Procedure for Determining Fenestration Product Condensation Resistance Value* ("NFRC 500"), NFRC 101: *Procedure for Determining Thermo-Physical Properties of Materials for Use in NFRC-approved Software Programs* ("NFRC 101"), NFRC 102: *Test Procedure for Measuring the Steady-State Thermal Transmittance of Fenestration Systems* ("NFRC 102"), NFRC 201: *Procedure for Interim Standard Test Method for Measuring the Solar Heat Gain Coefficient of Fenestration Systems Using Colorimeter Hot Box Methods* ("NFRC 201"), NFRC 300: *Test method for Determining the Solar Optical Properties of Glazing Materials and Systems* ("NFRC 300"), and NFRC 301: *Standard Test Method for Emittance of Specular Surfaces Using Spectrometric Measurements* ("NFRC 301") and, NFRC 302: *Verification Program for Optical Spectral Data* ("NFRC 302"), copies of which have previously been provided to Licensee;

B. NFRC owns and controls the use of a program for rating (by computer simulation and physical testing), certification and labeling of applied film products for energy performance and other attributes set forth in the document entitled NFRC 700, *PCP: Product Certification Program*, as it may be amended and updated from time to time ("NFRC 700" or "Certification Program"), a copy of which has previously been provided to Licensee;

C. NFRC is the owner and proprietor of U.S. Registration No. 2,238,431

for the certification mark (the “Registered Mark”) attached hereto as Attachment 1. This Registered Mark may be used by third parties who are NFRC licensed certification and inspection agencies (“IA”) and who have met the requirements embodied in the NFRC Certification Agency Program (“CAP” or the “IA Program”) as it may be amended or updated from time to time, a copy of which has previously been provided to Licensee. This Registered Mark may also be used on a NFRC-authorized label or label certificate, as defined in the NFRC 700 (the “Label” and “Label Certificate”), to be affixed to applied film products, or included in or affixed to the packaging for applied film products to indicate those products meet the requirements of the Certification Program. NFRC also owns common law trademark and trade name rights to the word mark “NFRC” for use in association with the operation of its Certification Program and otherwise (the “Word Mark”);

D. Licensee wishes to be licensed as an NFRC Applied Film Manufacturer, Applied Film Supplier or Applied Film Licensed Brander as referenced in the NFRC 700. To establish which of these license categories applies to Licensee, Licensee has completed Schedule A hereto. In the capacity of that license category, Licensee will seek, directly or indirectly, a grant of product certification authorization for applied film products the Licensee manufactures, supplies or brands in compliance with the Rating System, Certification Program and IA Program (collectively, the “Programs”);

E. This Agreement, including Schedule A and Exhibit I thereto, is the agreement by which (i) Applied Film Manufacturers, (ii) Applied Film Suppliers and (iii) Applied Film Licensed Branders agree to participate in the Certification Program for applied films in accordance with NFRC 700 and NFRC’s other program documents and procedures and to comply with the NFRC’s requirements for use and protection of its Registered Mark and Word Mark and other trademarks; and

F. By executing this Agreement, including completion and execution of Schedule A hereto, Licensee agrees to participate in NFRC’s Applied Film Program in the capacity identified in Schedule A hereto and to use and promote the Registered Mark and Word Mark as authorized hereunder.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Grant of License.** NFRC hereby grants to Licensee a nonexclusive, non-divisible, non-assignable and non-sublicensable license to use the Registered Mark and Word Mark as components of the Label or Label Certificate in commerce in connection with the permitted uses referenced in Section 2 below and Schedule A hereto, including under the Certification Program, IA Program and [Accreditation Program] and subject to the terms and conditions of this Agreement. No other right or license is granted to Licensee hereunder, either express or implied, with respect to any other trademark, service mark, trade name or other intellectual property right of NFRC. No license is granted hereunder to Licensee’s affiliates, owners, officers, directors or members. Upon NFRC’s termination or suspension of Licensee and upon termination of this Agreement, the license granted hereunder shall automatically terminate and Licensee shall no longer have any right to use the Registered Mark or the Word Mark, or to use Labels or Label Certificates in connection with its applied film products.

2. **Permitted Use.**

a. Subject to the terms and conditions of this Agreement, Licensee may use and apply the Registered Mark and Word Mark as components of the Label Certificate if and as authorized for Licensee's applicable license category as set forth in Schedule A hereto and in the applicable provisions of NFRC 700, the Programs and as directed by NFRC personnel.

b. The Registered Mark shall be used with the symbol ® in the manner reflected on Attachment 1 hereto which constitutes an integral part of the Registered Mark. The Word Mark shall be used with the symbol "TM".

c. The Registered Mark and Word Mark may be applied by Licensee by means of the Label, Label Certificate, or other permanent marking included in or affixed to the box/packaging containing the Authorized Product (as defined in the NFRC 700) in accordance with the provisions of this Agreement. The affixing by Licensee of the Label to the box/packaging containing the Authorized Product or obtaining a Label Certificate for the box/packaging containing the Authorized Product by Licensee during the term of this Agreement in accordance with NFRC requirements governing a temporary Label or Label Certificate and in conformance with this Agreement shall constitute the act of certification of the product, whereupon the Authorized Product shall become a Certified Product (as defined in the NFRC 700).

d. Subject to the terms and conditions of this Agreement, Licensee may use the Registered Mark and Word Mark on printed materials for the purpose of indicating that the Authorized Products identified on [Schedule II] hereto are Certified Products.

3. **Prohibited Use.**

a. Licensee shall not affix the Registered Mark, Word Mark or Label to, or use the Registered Mark, Word Mark or Label or Label Certificate in connection with, any applied film product that has not been manufactured at a manufacturing facility listed on [Schedule I] or is not an Authorized Product; nor shall Licensee use the Registered Mark or Word Mark or Label or Label Certificate in any manner not expressly authorized by the Agreement or that could injure or harm the good name or reputation of NFRC. Injury or harm to the good name or reputation of NFRC shall include, but not be limited to, use of the Registered Mark or Word Mark on a Label or Label Certificate that sets forth false, misleading or inaccurate information relating to an applied film product or use of the Registered Mark or Word Mark in a manner that states or implies that an applied film product is rated or certified in accordance with the Rating System or Certification Program when the product is not, or in any manner that is false, misleading, inaccurate or tends to cause consumer confusion.

b. Licensee's use of the Registered Mark, Word Mark, Label or Label Certificate in any manner prohibited by this Section 3 shall be deemed a material breach of this Agreement and shall be the basis for immediate suspension of Licensee's licensing under the Certification Program or termination of this Agreement pursuant to Section 9.d below.

4. **Manner of Use.**

a. Licensee may adapt the color and size of the Registered Mark according to Licensee's needs, provided that the shape, typeface, legibility and other essential features of the Registered Mark are not altered, and provided that when the Registered Mark is used on a Label affixed to the box/packaging containing the Authorized Products or a Label Certificate for the box/packaging containing the Authorized Products, the size, color, format and content of the Label or Label Certificate shall conform to NFRC requirements set forth in the NFRC 700, including Section 6, Appendix A and Appendix B thereof, as amended or interpreted from time to time by NFRC, and in Section 5.j. hereof.

b. Licensee shall obtain the prior written permission of NFRC to reproduce the Registered Mark and Word Mark in its entirety for use on printed materials or in promotion of Certified Products. Licensee shall submit to NFRC at its principal place of business, by a means which provides a record of and receipt for delivery, samples of proposed printed materials using the Registered Mark or Word Mark not fewer than 10 business days prior to the proposed commencement of public dissemination or printing, whichever comes earlier. If NFRC does not contact Licensee to require modification of such proposed printed materials within 10 business days following receipt of such materials by NFRC, Licensee may use such printed materials in the form provided to NFRC. Licensee shall make such modifications as may be required by NFRC in such materials in order to protect NFRC's rights in the Registered Mark and Word Mark and to comply with the legal requirements for use of such marks.

c. Licensee may use such other symbols, trademarks or trade names as are not inconsistent with the nature and purpose of the Registered Mark, Word Mark or Label to identify any Certified Product sold by it, provided, however, that no such symbol, trademark or trade name shall be so similar to the Registered Mark, Word Mark or Label as to cause confusion in the minds of consumers of such products and provided further that the Registered Mark and Word Mark shall not be affixed to or issued with respect to any Certified Product in conjunction with any similar quality or certification mark from any other source or authority unless Licensee has first obtained the written permission of the NFRC. Licensee shall not use, reproduce or distribute any of NFRC's copyrighted materials, except as permitted in the NFRC 700, and this Agreement.

d. NFRC may adopt such further policies and restrictions on the use of the Registered Mark, Word Mark and Label applicable to NFRC's licensees generally, including such restrictions as are necessary to protect the Registered Mark and Word Mark under applicable law, and Licensee agrees to comply with such policies or restrictions upon notice thereof.

5. **Terms and Conditions.** Licensee agrees to comply with the following terms and conditions:

a. With respect to the Authorized Products, Licensee shall adhere to and comply with all the terms of this Agreement, including all exhibits and attachments hereto and with all of the provisions of the Certification Program, Rating System, IA Program and applicable provisions of the Accreditation Program, as each may be interpreted, amended or supplemented from time to time by NFRC. Licensee acknowledges and agrees that the terms of the Certification Program, Rating System, IA Program and applicable provisions of the Accreditation Program shall govern this Agreement but that in the event of a conflict, this Agreement shall control. Licensee acknowledges and agrees

further that the Certification Program, Rating System, IA Program and applicable provisions of the Accreditation Program may be interpreted, amended or supplemented from time to time by NFRC, and that such interpretations, amendments or supplements may be material. Licensee further agrees that the terms of this Agreement shall be deemed to be modified to incorporate such interpretations, amendments or supplements applicable to NFRC applied film manufacturer licensees generally and that Licensee shall comply with such interpretations, amendments or supplements. In addition to the permitted amendments described above, NFRC may amend any provision of this Agreement in the following manner. NFRC shall give Licensee not less than 30 days prior written notice of the proposed amendment to this Agreement, including the specific language of the proposed amendment. If Licensee does not notify NFRC in writing of its objection to the proposed amendment within 30 days of its receipt of the above-referenced written notice, the proposed amendment shall automatically become effective as of the end of that 30 day period. If Licensee provides a written notice of its objection to the proposed amendment within that 30 day period, the amendment shall not become effective and NFRC may elect to terminate the Agreement upon 60 days prior written notice to Licensee as provided in Section 9(a) below. This Agreement shall not be construed as a commitment by Licensee to manufacture, supply, distribute or brand only applied film products which are Authorized Products.

b. Licensee acknowledges and agrees that NFRC shall have the authority to interpret all NFRC procedures, methods and other requirements comprising the Rating System, the Certification Program, IA Program and Accreditation Program and Licensee shall comply with such interpretations.

c. Licensee agrees that the Label or Label Certificate will be used only to identify a Certified Product and that the Label, when affixed to the box/packaging of an Authorized Product or a Label Certificate for the box/packaging of an Authorized Product, shall be Licensee's guarantee to its customers and to users that the rating and related information set forth on the Label or Label Certificate is accurate and that the Certified Product meets NFRC's applicable requirements.

d. Licensee agrees that it shall not affix a Label to the box/packaging for Authorized Products or a Label Certificate for the box/packaging of an Authorized Product when the Licensee knows or should know that such Label or Label Certificate sets forth a performance rating that is false, deceptive or misleading to a reader, a consumer, the public or a government agency or that indicates conformance with the Rating System or Certification Program when such applied film product does not so conform.

e. Licensee agrees that Licensee's and, if applicable, its Applied Film Licensed Brander production operations, quality control systems and Authorized Products may be inspected for conformance with NFRC requirements by NFRC or its duly authorized representative, including IA's, and that Licensee shall cooperate fully in the conduct of inspections, reviews and tests in accordance with the provisions of the NFRC 700.

f. Licensee agrees that it shall provide to NFRC and its authorized representatives upon request all information, drawings, specifications, data and other materials underlying any product certification authorization issued to Licensee or any product certification authorization asserted by Licensee, including but not limited to a specimen of a Certified

Product. Licensee agrees that the foregoing sentence requires that Licensee shall deliver to NFRC or to an NFRC-accredited or federal government-operated laboratory a production line sample of any Certified Product at NFRC's request and that such sample shall be shipped at Licensee's expense not later than five business days after NFRC makes its request.

g. Licensee agrees that it shall cease using an NFRC Label or Label Certificate in connection with any applied film product which is determined by NFRC, to be inaccurate, false or misleading. Licensee acknowledges that in the event Licensee fails to properly perform its duties under this Agreement, NFRC may, but is not required to, place Licensee on suspension with terms and conditions deemed appropriate by the NFRC Board of Directors or authorized committee thereof. If Licensee fails or refuses to adhere to all of the terms and conditions of suspension deemed appropriate by the NFRC Board of Directors, in its sole discretion, NFRC may elect to terminate or revoke product certification authorization of the Licensee as provided in Section 9 below.

h. Licensee agrees that it shall not market or sell any applied film product as a Certified Product if the product is not an Authorized Product, or if to do so would be inaccurate, false or misleading to the consumer or the public.

i. Licensee acknowledges and agrees that NFRC shall have the right to suspend or revoke Licensee's product certification authorization or licensing to participate in the Certification Program, in accordance with the provisions of the NFRC 700, and shall have the right to suspend or terminate Licensee's license granted hereunder for any breach of this Agreement, which NFRC determines to be material. A material breach shall include but not be limited to any breach related to the dissemination of false or misleading information, whether by labeling or advertising or promotion of a product.

j. Labels.

(i) NFRC shall furnish Licensee with the form of the Label and/or Label Certificate in accordance with the provisions of this Agreement and the NFRC 700, and Licensee shall pay such fees therefore as may be set forth in the NFRC 704, Fee Schedule, as amended from time to time. Failure to make payment of all applicable fees owed by Licensee within 45 days after payment is due shall be grounds for suspension or termination of Licensee's license hereunder.

(ii) Licensee shall obtain the Label or Label Certificate or permission to print or produce the Label or Label Certificate exclusively through NFRC or its duly authorized IA.

(iii) Licensee shall use the Label only in accordance with the requirements set forth as to size, format and content by the NFRC 700, including Section 6, Appendix A and Appendix B thereto, as interpreted, amended or supplemented by NFRC from time to time and the other terms and conditions of this Agreement.

(iv) Licensee shall not alter or deface a Label or remove the Labels from the manufacturing facilities listed in Schedule I except as directed by NFRC or its authorized IA.

(v) Labels shall be maintained and used in reasonably clean condition and shall be of a color so as to be clearly legible.

(vi) Labels in Licensee's possession shall be available at all times for inspection by NFRC or authorized representatives of NFRC.

k. In the event that the Mark, or Label is affixed to the box/packaging containing an the applied film product, or a Label Certificate for the box/packaging of the applied film product that is not an Authorized Product, whether or not inadvertently, Licensee shall not sell or offer for sale or distribute for sale such product until the Registered Mark, Label, and/or Label Certificate has been removed from all such products and packaging, whether at Licensee's manufacturing facilities, or in its Applied Film Licensed Brander's wholesale or retail distribution system. In the event that a product so labeled has been incorrectly listed in the NFRC Certified Products Directory, Licensee agrees that NFRC may publish a notice that such product is not an Authorized Product or Certified Product. In that event, Licensee shall cease any advertising or promotion of any such product as a Certified Product.

6. **Representations and Warranties.** Licensee represents and warrants to NFRC that it has received a copy of and understands the requirements set forth in the Certification Program, Rating System, and Accreditation Program, as interpreted, amended or supplemented at the date hereof. Licensee further represents and warrants that neither Licensee nor its affiliates has any financial interest in any IA or NFRC accredited simulation or testing laboratory

7. **Ownership of Marks.** Licensee acknowledges NFRC's exclusive right, title and interest in and to the Registered Mark and Word Mark and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. In connection with the use of the Registered Mark and Word Mark, Licensee shall not in any way represent that it has any ownership in the Registered Mark and Word Mark. Licensee acknowledges that the use of the Registered Mark and Word Mark shall not create in Licensee's favor any right, title or interest in or to the Registered Mark or Word Marks other than the license to use such marks hereunder. Upon suspension or termination of the license granted hereunder, in any manner provided herein, Licensee shall cease and desist from use on the Registered Mark and Word Mark in any way. Licensee shall not adopt or use, without NFRC's prior written consent, any word or mark which is likely to be similar to or confusing with the Registered Mark and Word Mark.

8. **Assignment of Copyrights.** Licensee hereby assigns to NFRC all copyrights Licensee may own in any written materials Licensee prepared or which were prepared for Licensee that are at any time submitted to NFRC for its consideration, including materials that may be incorporated into any NFRC program or technical documents, whether in written, electronic, or other tangible format (the "Contributions") and acknowledges and agrees that NFRC shall own a copyright in the data compilations embodied in the APD. Licensee acknowledges that Licensee will have no future rights in any of these Contributions and that NFRC shall own the entire copyright in such Contributions. Licensee certifies that it has the legal right to assign the copyright in such Contributions to NFRC, and that to its knowledge such Contributions are not protected by any copyright or other proprietary rights owned by any other person or entity.

9. **Term.**

a. This Agreement shall take effect on the date of execution shown below, which shall not be prior to notification to NFRC by an NFRC IA that Licensee has met NFRC's requirements, and shall continue in effect until terminated in accordance with the provisions of Section 10.

b. Any period during which Licensee's license granted hereunder has been placed on suspension or revocation or any period during which Licensee's licensing under the Certification Program has been placed on suspension or revocation shall not extend the term of this Agreement and shall not entitle Licensee to a refund for Labels purchased.

10. **Termination.**

a. This Agreement may be terminated by either party at any time upon 60 days prior written notice to the other party.

b. This Agreement shall be suspended automatically upon suspension of Licensee's licensing under the Certification Program in accordance with the provisions of the NFRC 700, or failure of Licensee to make payment of any fees due NFRC or the manufacturer's NFRC IA when due.

c. This Agreement shall be suspended automatically upon (i) suspension of Licensee's agreement with its designated NFRC IA or (ii) suspension of Licensee's product certification authorization or licensing in accordance with the provisions of the NFRC 700, provided that if suspension occurs under clause (ii) and such suspension relates to some but not all products for which product certification authorization has previously been granted, such suspension may, in NFRC's sole discretion, be limited to those products for which product certification authorization has been suspended. If the cause of such suspension is cured and the suspension is withdrawn in accordance with the provisions of the NFRC 700, this Agreement shall continue in full force and effect.

d. This Agreement shall terminate automatically upon:

(i) Termination of the agreement between Licensee and its designated IA unless, prior to the effective date of that termination, Licensee shall have entered into an agreement with another NFRC approved IA; or

(ii) Revocation by NFRC of Licensee's product certification authorization or licensing in accordance with the provisions of the NFRC 700, provided that if revocations occur under this clause and such suspension relates to some but not all products for which product certification authorization has previously been granted, in NFRC's sole discretion, such revocation may be limited by NFRC to those products for which product certification authorization has been revoked.

e. This Agreement may be suspended or terminated by NFRC if, in the determination of NFRC, Licensee has breached any provision of this Agreement in any material respect. Notwithstanding the foregoing, NFRC, in its sole discretion, may provide a designated period for Licensee to cure such breach. If the cause of the suspension or termination of this Agreement is cured

within any cure period stipulated by NFRC, if any, in the determination by NFRC, the suspension or termination shall be withdrawn and this Agreement shall continue in full force and effect.

f. In the event of either the suspension or termination of this Agreement or the suspension or revocation of Licensee's licensing by NFRC under the NFRC 700, Licensee shall immediately cease using the Registered Mark, Word Mark, Labels, and Label Certificates, and shall surrender to NFRC or NFRC's authorized representative all Labels and Label Certificates remaining in Licensee's possession and shall remove all Labels affixed to or included in the Licensee's applied film products box or packaging, whether in Licensee's manufacturing facilities or in Licensee's or its Applied Film Licensed Brander's wholesale or retail distribution system.

11. Remedies.

a. Licensee acknowledges that NFRC has a program for the imposition of fines to be paid by persons failing to comply with the requirements, among others, of the Certification Program or any license agreement with NFRC and Licensee agrees that it will comply with the provisions of such program.

b. NFRC shall have all such rights as may be available to it at law or in equity, including the right to a temporary restraining order, temporary injunction and permanent injunction, to prevent damage to or to recover from damage to it, including but not limited to damage to the operation of its programs, its name or reputation, or to the Registered Mark or Word Mark, caused by or resulting from Licensee's breach of any provision of this Agreement.

12. Indemnification.

a. Licensee shall indemnify and hold harmless NFRC, its directors, officers, members, employees and agents, from and against any and all losses, claims, damages or liability, including reasonable attorney's fees and expenses, on account of injury to any person or damage to property, which is based in whole or in part on reliance on the Label placed on any box/packaging or Label Certificate for the box/packaging by Licensee or as a result of a breach by Licensee of this Agreement; provided, however, that Licensee shall not be required to provide indemnification hereunder if the loss, claim, damage or liability resulted from a negligent or wrongful act of NFRC.

b. Licensee shall promptly notify NFRC in writing of any termination or notice of termination of its agreement with an NFRC IA and of any claim or loss, damage or liability, arising from a relative to Licensees' performance of its duties hereunder.

13. **Independent Contractors.** The parties acknowledge that Licensee is an independent licensee of the Registered Mark and Word Mark and is not an agent, partner, joint venturer or employee of NFRC.

14. **Counterparts.** This Agreement shall be executed in duplicate counterparts and one such counterpart shall be delivered to each party to this Agreement.

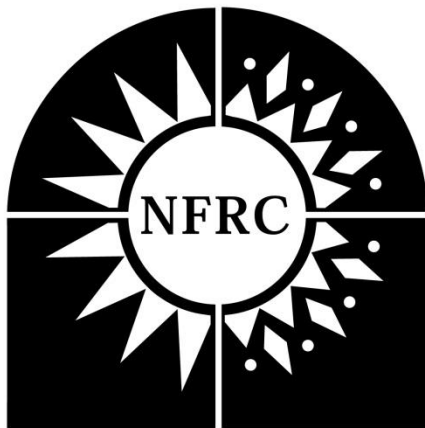
15. **Applicable Law.** This Agreement shall be construed under the laws of Maryland.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year written below.

<p>Licensee Signature Here <i>Sign below and complete Schedule A attached hereto.</i></p>	
<p>LICENSEE</p>	
	<p>_____</p> <p>(Please Print Organization Name)</p>
By:	<p>_____</p> <p>Authorized Signature</p>
	<p>_____</p> <p>(Please Print Name)</p>

<p>NFRC SIGNATURE ONLY</p>	
<p>NATIONAL FENESTRATION RATING COUNCIL, INCORPORATED</p>	
By:	<p>_____</p> <p>Authorized Signature</p>
	<p>_____</p> <p>(Please Print Name)</p>
Dated:	<p>_____</p>

ATTACHMENT 1



National Fenestration
Rating Council®

SCHEDULE A

Licensee Categories

Please check the box below to reflect which license category describes Licensee's role in the NFRC Applied Film Programs. Please refer to Section 3.9 of NFRC 700 for additional qualifications for each Licensee category.

Applied Film Manufacturer

Per Section 3.9.1 of NFRC 700, the Applied Film Manufacturer Licensee:

- (i) manufactures applied film products and seeks to obtain its product certification authorization for designated applied film products.
- (ii) seeks authorization to label the box/packaging for its applied film products with an NFRC temporary label or obtain a Label Certificate for such box/packaging and initiates the NFRC Certification process by obtaining thermophysical tests/simulations tests of the applied film products and includes those products in NFRC's Applied Products Data.
- (iii) an Applied Film Manufacturer may also meet some or all of the following additional criteria to qualify as an Applied Film Manufacturer Licensee:
 - a) Products may or may not be sold in Manufacturer's brand name.
 - b) Labels include Manufacturer's Brand Name.
 - c) Products are listed in NFRC APD.
 - d) Sell products to re-Brander.
 - e) Sell products to re-packager.
 - f) Has distribution centers that re-package products.

Applied Film Supplier

Per Section 3.10 of NFRC 700, the Applied Film Supplier Licensee:

- (i) manufactures applied film products but does not sell those products in the supplier's brand name but sells the applied film products to an Applied Film Licensed Brander (Reissue or Originator);
- (ii) an Applied Film Supplier may also meet some or all of the following additional criteria to qualify as an Applied Film Supplier Licensee:
 - (a) May or may not initiate NFRC certification by obtaining thermophysical tests / simulation tests of the products from NFRC test and simulation labs.
 - (b) Is not listed as the manufacturer in the APD.
 - (c) May or may not label the products.
 - (d) May or may not re-package the products for re-brander.
 - (e) May sell the products to re-brander.
 - (f) May sell the products to re-packager.

Applied Film Licensed Brander

Per Section 3.11 of NFRC 700, the Applied Film Licensed Brander Licensee:

- (i) does not manufacture or modify the applied film products and sells those products in the licensed brander's own brand name(s).
- (ii) An Applied Film Licensed Brander may also meet some or all of the following additional criteria to qualify as an Applied Film Licensed Brander Licensee:
 - (a) May or may not initiate NFRC certification.
 - (b) Is listed in the APD.
 - (c) May or may not label products.
 - (d) Re-packages products.
 - (e) Re-label products.
 - (f) Re-brand products.

Applied Film Licensed Brander fall into one of the following three subcategories as described in Section 3.11.2, 3.11.3 and 3.11.4 of NFRC 700. **Please check the box for the applicable Licensed Brander role:**

- Applied Film Licensed Brander (Duplicate)
- Applied Film Licensed Brander (Reissue)
- Applied Film Licensed Brander (Originator)

EXHIBIT I TO SCHEDULE A

Duties of Licensees

Below sets forth some of the roles and duties of the following licensees:

Applied Film Manufacturer Licensee

In addition to the applicable requirements of NFRC's programs and procedures, an Applied Film Manufacturer Licensee shall comply with the following:

1. Section 3.9 of NFRC 700.
2. Obtain product certification authorization for the applied film products.
3. Maintain Schedule I – list of manufacturing facilities where products are provided.
4. Maintain Schedule II – list of authorized products produced at each manufacturing/distribution facility.
5. Label the box/packaging of an applied film product with an NFRC temporary label, or obtain a Label Certificate for the box/packaging containing an applied film product, or on behalf of a Licensed Brander/Reseller.
6. Authorize Licensed Branders to duplicate product certification authorization into the Licensed Brander's name and APD record.
7. Responsible for applied film products purchased by reseller that is not re-packaged by the reseller.
8. Give authorization to an NFRC Inspection Agency to inspect manufacturing plants/distribution centers in its own behalf or for its Licensed Brander (Duplicate).
9. Give authorization by formal written letter to Licensed Brander's (Duplicate) IA and NFRC for product to be duplicated in the APD under the Licensed Brander's (Duplicate) record.

Applied Film Supplier Licensee

In addition to the applicable requirements of NFRC's programs and procedures, an Applied Film Supplier Licensee shall comply with the following:

1. Maintain Schedule III – Listing of each Licensed Brander manufacturing facilities/distribution centers.
2. Authorization to an NFRC Inspection Agency to inspect manufacturing plants/distribution centers in its own behalf or for its Licensed Brander (Reissue or Originator).
3. Supplier's re-brander/re-packager held responsible for maintaining NFRC certification.
4. May obtain thermo-physical properties and simulation reports and may authorize reissuance and supply finished product to an Applied Film Licensed Brander.
5. May label the box/packaging of an applied film product with an NFRC temporary label, or obtain a Label Certificate for the box/packaging containing an applied film product in the brand name of their Licensed Brander.

Applied Film Licensed Brander Licensee

In addition to the applicable requirements of NFRC's programs and procedures, an Applied Film Licensed Brander Licensee shall comply with the following:

1. Maintain Schedule I – list of manufacturing facilities where these applied film products are provided.
2. Maintain Schedule II – list of authorized applied film products at each manufacturing/distribution facility.
3. Maintain Schedule VI – Listing of facilities where the NFRC temporary labels are applied to the

- applied film products or Label Certificates are obtained.
4. Execute an NFRC approved license agreement with an NFRC Inspection Agency.
 5. Label applied film products with licensee's brand name.
 6. May label the box/packaging of an applied film product with an NFRC temporary label, or obtain a Label Certificate for the box/packaging containing an applied film product.
 7. May arrange the Applied Film Manufacturer / Supplier, as listed on Schedule II, to label the box/packaging of an applied film product with an NFRC temporary label, or obtain a Label Certificate for the box/packaging containing an applied film product.

Licensed Brander Suffixes

Duplicate

1. Receive letter from Applied Film Manufacturer notifying NFRC and IA of authorization to duplicate product lines into Licensed Brander (Duplicates) APD record.
2. Maintain Schedule V – Listing of the Applied Film Manufacturer's CPD Number and Series/Model name and corresponding Duplicate's CPD Number and Series/Model name.
3. Obtain certification authorization by requesting an Applied Film Manufacturer's product lines to be copied into Licensed Brander's name and APD record.

Reissue

1. Obtain certification authorization by requesting simulation reports reissued from the NFRC Applied Film Supplier.
2. Shall be listed on the Applied Film Supplier's Schedule III to provide NFRC Inspection Agencies proof of where product originated.

Originate

1. Obtain certification authorization as the "Responsible Party".
2. Shall be listed on the Applied Film Supplier's Schedule III to provide NFRC Inspection Agencies proof of where product originated.