

Certification Mark Agreement

You are receiving this license update because you or an officer of your company has previously agreed online at madeinusabrand.com to the prior Certification Mark Agreement.



CERTIFICATION MARK “LICENSEE” AGREEMENT

Made in USA Brand Certification Mark accreditation is available to businesses based in the United States that self-certify they meet the accreditation standards below and agree to the terms of this Agreement with Made in the USA brand, LLC, an Ohio limited liability company (“Licensor”).

This Certification Mark Agreement (the “Agreement”) is entered by the officer requesting to download and use the “Certification Mark” identified herein (“Licensee”) and agrees to the terms of this Agreement with Made in the USA brand, LLC, an Ohio limited liability company (“Licensor”).

Self-Certified.

Licensees who self-certify their compliance with the following Accreditation Standards qualify for use of the marks below. Confirm the option that applies to your products:

- A.  B. 
- The image shows two options for the certification mark. Option A is a square logo with a blue circle containing a white star and red horizontal stripes, with the text 'made in USA' below it and 'self-certified' in a separate box at the bottom. Option B is a similar logo but with the text 'self-certified' to the right of the star and stripes, and 'Made in USA of U.S. and imported parts' below it.

Download. <http://www.madeintheusabrand.com/made-in-usa-certification-marks-public/>

Declaration. BY ITS EXECUTION OF THIS AGREEMENT AND AS AN EXPRESS CONDITION OF ITS CONTINUED USE OF THE CERTIFICATION MARK DOWNLOADABLE FROM THE LICENSOR’S WEB SITE (the “Certification Mark”), LICENSEE HEREBY CERTIFIES THAT HE OR SHE IS AN AUTHORIZED OFFICER OF THE ENTITY EXECUTING THIS AGREEMENT AND IS PROPERLY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE ENTITY; THAT HE OR SHE BELIEVES THE ENTITY MEETS THE ACCREDITATION STANDARDS BELOW AND THAT ITS USE OF THE CERTIFICATION MARK WILL AT ALL TIMES COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THOSE OF THE FEDERAL TRADE COMMISSION, CONCERNING THE USE OF THE “MADE IN USA” DESIGNATION OF ORIGIN (the “FTC Laws”); THAT ALL STATEMENTS MADE HEREIN OF HIS OR HER OWN KNOWLEDGE ARE TRUE AND THAT ALL STATEMENTS MADE ON INFORMATION AND BELIEF ARE BELIEVED TO BE TRUE; AND FURTHER THAT THESE STATEMENTS WERE MADE WITH THE KNOWLEDGE THAT WILLFUL FALSE STATEMENTS AND THE LIKE WILL JEOPARDIZE THE VALIDITY OF THE AGREEMENT AND ANY RESULTING RIGHT TO USE THE CERTIFICATION MARK.

Accreditation Standards. In order to be eligible to become an accredited business entitled to use the MADE IN USA Certification Mark (the “Accredited Business”), Licensee represents, warrants and covenants to Licensor that its business or organization meets all the following accreditation standards (“Accreditation Standards”) as well as compliance with all state and federal laws.

1. Have been operational (actively making or growing products or services) in the United States for at least the most recent 12 months, unless the principal(s) previously operated a similar business that was eligible to qualify for the Made in USA Brand Self-Certification mark accreditation).

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All Made in USA Brand licensees meet the accreditation standards through self-certification.
Made in USA Brand does not verify member claims.

2. Either:

A. Make or grow a product or service that is “all or virtually all” made in the United States in accordance with the applicable laws and regulations of the Federal Trade Commission (FTC) that determine when a product may be advertised as Made in USA by virtue of being “all or virtually all” made in the U.S.

“All or virtually all” means that all significant parts and processing that go into the product must be of U.S. Origin. That is, the product should contain no — or negligible — foreign content. For more information, see the FTC web site.
<http://www.business.ftc.gov/documents/bus03-complying-made-usa-standard>

Companies operating in California must additionally comply with California Business and Professions Code 17533.7, which states: “It is unlawful for any person, firm, corporation or association to sell or offer for sale in this State any merchandise on which merchandise or on its container there appears the words “Made in U.S.A.” “Made in America,” “U. S.A.,” or similar words when the merchandise or any article, unit, or part thereof, has been entirely or substantially made, manufactured, or produced outside of the United States.”

B. Make or grow a product or service that is eligible to make a qualified Made in USA claim containing a description of the extent, amount or type of a product’s domestic content or processing in accordance with applicable FTC laws and regulations. For more information, see the FTC web site.

<http://www.business.ftc.gov/documents/bus03-complying-made-usa-standard>

Greater than 50% of the product’s total manufacturing costs can be assigned to U.S. parts and processing.

For example: “Made in USA of U.S. and imported parts”

Companies operating in California must additionally comply with California Business and Professions Code 17533.7, which states: “It is unlawful for any person, firm, corporation or association to sell or offer for sale in this State any merchandise on which merchandise or on its container there appears the words “Made in U.S.A.” “Made in America,” “U. S.A.,” or similar words when the merchandise or any article, unit, or part thereof, has been entirely or substantially made, manufactured, or produced outside of the United States.”

3. Retain competent and reliable evidence to substantiate the claim or claims described in 2(A) or (B) above that its product or service is made in the U.S. in accordance with applicable FTC laws and regulations.

4. The product’s final assembly or processing must take place in the U.S. The term “United States,” as referred to in the Enforcement Policy Statement, includes the 50 states, the District of Columbia, and the U.S. territories and possessions.

5. Fulfill any licensing and bonding requirements in all applicable jurisdictions.

6. Not be the subject of legal action or government enforcement action that demonstrates a significant failure to support the claim or claims described in 2(A) or (B) above or failure to adhere to ethical principles in marketplace transactions.

7. Not be the subject of an unsatisfactory product rating from any applicable product or service rating company.

8. Agree in the online agreement that it meets the accreditation criteria and will continue to do so at all times it displays the Made in USA Brand Self-Certification Mark and that the information provided is complete and accurate.

License Grant. Provided that Licensee complies with all the terms and conditions of this Agreement, including the Accreditation Standards, Licensor hereby grants Licensee a limited, non-exclusive, worldwide, revocable, non-transferable license to use the Certification Mark on or in connection with Licensee's products or services that meet the Accreditation Standards ("Certified Products").

Licensee shall not use the Certification Mark in any manner that is designed to promote the Certification Mark itself. Licensee may only use the Certification Mark to designate that Licensee's products or services meet the Accreditation Standards. Examples of unacceptable use include, but are not limited to, prominent use of the Certification Mark as a logo on articles of clothing, coffee mugs, bumper stickers or other "affinity" merchandise.

Except for the limited license rights granted herein, Licensor reserves to itself all right, title and interest in and to the Certification Mark.

License Fee. In consideration of the license granted, Licensee agrees to pay an annual license fee based upon Licensee's gross annual revenue as follows:

- Less than \$500,000: \$250
- More than \$500,000 to \$50 million: \$500
- More than \$50 million to \$500 million: \$1,000
- More than \$500 million: \$2,000

Verification Fee. Initial verification testing fee and annual verification fees apply if Licensee decides to choose to participate in the Made in USA Brand Verification Program and undergo an independent and objective evaluation of Licensee's Made in USA claim.

Use of Licensee Information by Licensor. Licensee gives Licensor permission to publish information about Licensee, Licensee's business, and Licensee's use of the Certification Mark for the purpose of indicating Licensee's participation in Licensor's Certification Mark program.

Usage Limitations. In the event Licensor or any court or governmental entity determines that use of the Certification Mark may in any particular manner or jurisdiction violate any applicable laws, be contrary to public policy or may subject Licensee or Licensor to any third-party claims, legal proceedings, governmental investigations or proceedings, penalties or liabilities, Licensee agrees, upon receipt of notice and request from Licensor, to immediately cease and desist from all use of the Certification Mark in such particular manner or jurisdiction.

Control. Licensor shall have absolute determination and control, in its sole discretion, over the design, redesign, modification, authorized or unauthorized use, manner and degree of application, manner and extent of registration, maintenance, protection, enforcement, ownership, licensing, use and termination of the Certification Mark.

Specific Use Restrictions. Licensee shall use the Certification Mark only in the exact form depicted in the form it is downloaded from this web site and shall not otherwise modify the Certification Mark or combine it with another mark, or use, adopt or register any marks confusingly similar to the Certification Mark.

Licensee shall not use the Certification Mark in any manner that would: (a) be likely to reduce, diminish or damage the goodwill, value or reputation associated with the Certification Mark; (b) violate the rights of any third parties; (c) result in any third party claim or in any governmental investigation, claim or proceeding alleging unlawful or improper use of the Certification Mark; (d) cause the Certification Mark to be used in any manner other than as a certification mark; or (e) violate the FTC Laws.

Noncompliance. Licensee shall immediately and at its sole cost and expense correct any usage of the Certification Mark Licensor regards as failing to comply with the requirements of this Agreement.

Licenser Ownership of the Certification Mark. Licensee acknowledges Licenser's exclusive right, title and interest in and to the Certification Mark and acknowledges that nothing herein shall be construed to accord to Licensee any rights in the Certification Mark except as otherwise expressly so provided.

Licensee represents and warrants with respect thereto that it will not at any time do any of the following: (a) challenge Licenser's right, title or interest in the Certification Mark or the validity the Certification Mark or any registration thereof; (b) do or cause to be done or omit to do anything, the doing, causing or omitting of which would contest or in any way impair or tend to impair the rights of Licenser in the Certification Mark; (c) represent that it has any ownership in or rights with respect to the Certification Mark; and (d) adopt, use or register any certification mark, trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of the Certification Mark.

Consent. Licensee gives its consent to Licenser's use of Licensee's name and logo (a) on Licenser's web site, blog, Facebook page and other social media and Internet sources, including linking to Licensee's home page, (b) for use in recruiting additional Accredited Businesses and (c) in press releases, news articles, advertisements and other public statements concerning the Certification Mark, all in order to indicate that Licensee is an Accredited Business.

Termination. Licensee acknowledges that if it engages in any unauthorized use of the Certification Mark or any violation of the Accreditation Standards or other provisions of this Agreement irreparable injury will occur if such unauthorized use or violation continues, and Licenser may immediately terminate Licensee's right to continue using the Certification Mark.

Licensee may terminate this Agreement at any time by discontinuing any use of the Certification Mark. In addition to Licenser's right to terminate this Agreement upon Licensee's breach of this Agreement, Licenser may terminate this Agreement for any reason upon thirty (30) days notice to Licensee. Upon any termination of this Agreement, the license granted hereunder shall immediately terminate. Licensee will immediately discontinue all use of the Certification Mark.

No Warranty by Licenser. LICENSOR PROVIDES THE LICENSE GRANTED HEREUNDER WITHOUT ANY WARRANTY OF ANY KIND. LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCES WILL LICENSOR BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF ANY CERTIFIED PRODUCT(S), ANY PRODUCT(S) BEARING THE CERTIFICATION MARK OR CONDUCT OR REPRESENTATIONS OF ANY USERS OF THE WEB SITE OR ACCREDITED BUSINESS, WHETHER ONLINE OR OFFLINE. LICENSOR MAKES NO REPRESENTATION ABOUT ANY CERTIFIED PRODUCT OR ANY PRODUCTS BEARING THE CERTIFICATION MARK AND EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OF THE SAME. LICENSOR CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF ANY CERTIFIED PRODUCT OR ANY PRODUCT(S) BEARING THE CERTIFICATION MARK.

Limitation of Liability. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS ARISING FROM OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ALLEGED BREACH OF ANY REPRESENTATION, WARRANTY OR OTHER PROVISION HEREIN, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIMS ARE BASED AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

Indemnity. Licensee agrees to defend, indemnify and hold Licenser and its officers, directors, business partners, employees and agents harmless from and against any claim, damage, loss or liability, including reasonable attorneys' fees and costs ("Claim") incurred arising out of or in connection with any breach of this Agreement by Licensee or any Claim asserted by any third party, whether for personal injury, misrepresentation or otherwise arising out of or relating to the manufacture, advertising, promotion, use, marketing or sale of Certified Products or the use of the Certification Mark.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Ohio. Both parties agree to submit to the jurisdiction of the courts in Ohio and further agree that any cause of action arising under this Agreement shall be brought in the federal or state courts in Columbus, Ohio.

Independent Contractors. The parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party.