

**GREEN BUTTON CERTIFIED MARKS LICENSE AGREEMENT**  
**(2015-06-01 version)**

This Green Button Certified Marks License Agreement (the “License Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the “Effective Date”), by and between Green Button Alliance, Inc., a North Carolina, IRC 501(c)(3), nonprofit public charity corporation (“GBA”) and \_\_\_\_\_, a \_\_\_\_\_, (“Marks Licensee”) (each of GBA and Marks Licensee, a “Party”; collectively, the “Parties”).

The Parties hereby agree as follows:

1. DEFINITIONS

For purposes of this License Agreement the following terms shall have the following meanings:

(a) “Licensed Trademarks” shall collectively mean

(i) the “Green Button Alliance” wordmark and image-mark (“Logo”),

(ii) the “Green Button Certified DMD” wordmark and image-mark (“DMD Mark”),

(iii) the “Green Button Certified CMD” wordmark and image-mark (“CMD Mark”),

(iv) the Green Button wordmark (“GB Mark”), and

(v) the button image-mark (“The Button”) as shown and described in the United States Patent and Trade Office (“USPTO”) under Serial Number 85208187 or subsequent superseding number.

(b) “Logo” shall mean GBA’s company symbol (with any accompanying words), as stated in Section 1(a)(i) above, shown in Attachment 1, and referenced in Attachment 3. This License Agreement pertains to (i) GBA’s rights to the “Logo” at common law as well as any and all rights deriving from GBA’s applications for the “Logo” filed with the United States Patent and Trademark Office and (ii) any and all of GBA’s rights to the “Logo” now or hereafter (during the Term of this License Agreement) subsisting under the law of any country of the world.

(c) “DMD Mark” shall mean the wordmark and/or the image-mark owned by the U.S. Department of Energy (“DOE”), as stated in Section 1(a)(ii) above, shown in Attachment 2, and referenced in Attachment 3. This License Agreement pertains to (i) DOE’s rights to the “DMD Mark” at common law as well as any and all rights deriving from DOE’s applications for the “DMD Mark” filed with the United States Patent and Trademark Office and (ii) any and all of DOE’s rights to the “DMD Mark” now or hereafter (during the term of this License Agreement) subsisting under the law of any country of the world.

(d) “CMD Mark” shall mean the wordmark and/or the image-mark owned by the U.S. Department of Energy (“DOE”), as stated in Section 1(a)(iii) above, shown in Attachment 2, and referenced in Attachment 3. This License Agreement pertains to (i) DOE’s rights to the “CMD Mark” at common law as well as any and all rights deriving from DOE’s applications for the “CMD Mark” filed with the United States Patent and Trademark Office and (ii) any and all of DOE’s rights to the “CMD Mark” now or hereafter (during the term of this License Agreement) subsisting under the law of any country of the world.

(e) “GB Mark” shall mean the wordmark owned by the U.S. Department of Energy (“DOE”), as stated in Section 1(a)(iv) above and referenced in Attachment 3. This License Agreement pertains to (i) DOE’s rights to the “GB Mark” at common law as well as any and all rights deriving from DOE’s applications for the “GB Mark” filed with the United States Patent and Trademark Office and (ii) any and all of DOE’s rights to the “GB Mark” now or hereafter (during the term of this License Agreement) subsisting under the law of any country of the world.

(f) “The Button” shall mean the image-mark owned by the U.S. Department of Health and Human Services (“HHS”), as stated in Section 1(a)(v) above and referenced in Attachment 3. This License Agreement pertains to (i) HHS’s rights to the “The Button” at common law as well as any and all rights deriving from HHS’s applications for the “The Button” filed with the United States Patent and Trademark Office and (ii) any and all of HHS’s rights to the “The Button” now or hereafter (during the term of this License Agreement) subsisting under the law of any country of the world.

(g) “Certified Products” shall mean the Marks Licensee’s GBA Certified product, products, implementations, and/or software interfaces tested by a Certification Body authorized by the Green Button Interoperability Testing & Certification Authority (“GBITCA”)—including any updates or upgrades and packaging, advertising, collateral material, and documentation.

## 2. LICENSE GRANT AND RESTRICTIONS

(a) GBA, alone and by and through its agreement with DOE and/or HHS, hereby grants to Marks Licensee a royalty free, worldwide, nonexclusive, nontransferable, personal right to use the DMD Mark and/or CMD Mark, solely in conjunction with Certified Products in the manner described in the Guidelines set forth

as referenced in Attachment 3, subject to the terms and conditions of this License Agreement.

(b) GBA, alone and by and through its agreement with DOE and/or HHS, hereby grants to Marks Licensee the right to sublicense the DMD Mark and/or the CMD Mark to any of its Subsidiaries involved in the promotion and marketing of the Certified Products. “Subsidiaries” as used herein shall mean any company, companies, or other business entity or entities in any country of the world of which Marks Licensee now or hereafter owns or controls, directly or indirectly, more than fifty percent (50%) of the shares or ownership interest or otherwise a number of shares or ownership interest representing the right to elect the majority of the directors or other persons performing similar functions of such company or entity. The Subsidiaries licensed hereunder shall be identified in Attachment 4.

(c) All rights not expressly granted are reserved by GBA, DOE, HHS, and/or the GBA parent company, UCA International Users Group (“UCAIug”). Marks Licensee acknowledges that nothing in this License Agreement shall give it any right, title or interest in the Licensed Trademarks, other than the license rights granted herein. Marks Licensee may not use or reproduce any of the Licensed Trademarks as part of Marks Licensee’s trade name, service mark, or logo, or use or reproduce any of the Licensed Trademarks in any manner whatsoever other than as described in Attachment 3.

(d) To make public use of the Licensed Trademarks, the Certified Products of the Marks Licensee must not be in a status of revocation nor in a status of not-yet being granted certification by a Certification Body authorized by the GBITCA.

### 3. NO FURTHER CONVEYANCES

Marks Licensee shall not assign, transfer or sublicense this License Agreement (or any right granted herein) in any manner without the prior written consent of GBA, except as expressly authorized in Section 2(b) above.

### 4. QUALITY, INSPECTION, AND APPROVAL OF USAGE OF LICENSED TRADEMARKS

(a) (i) Marks Licensee agrees to maintain the quality of Certified Products and Certified Products updates or upgrades used in conjunction with the DMD Mark and/or CMD Mark at a level that meets or exceeds industry standards and at least commensurate with the quality of products previously distributed by Marks Licensee.

(ii) Marks Licensee also agrees to test and maintain conformance of the Certified Products and each Certified Products update or upgrade that is used in conjunction with the DMD Mark or CMD Mark to the then-current NAESB REQ.21 (ESPI) Standard (the “GB Standard”) issued and distributed by NAESB from time to time, the current version of which is referenced hereto in Attachment 5. However, GBA agrees to allow conformance to a version of the GB Standard other than the then-current version under certain circumstances. These circumstances are set forth in Section 4(a)(iii)

below and may also be set forth in the GB Standard from time to time. If there is a conflict between the applicable provision in this License Agreement dealing with obsolete versions of the GB Standard and the comparable provision of the then-current version of the GB Standard, the GB Standard shall prevail.

(iii) If a new version of the GB Standard is issued then:

(x) For a period of six (6) months after the date of such issuance of a new GB Standard, new Certified Products, Certified Products updates or upgrades released by Marks Licensee may conform to the immediately prior version of the GB Standard.

(y) Marks Licensee may continue to make-available existing Certified Products, Certified Products updates or upgrades for a period of the longer of eighteen (18) months from the date that Marks Licensee originally tested these Certified Products, Certified Products updates or upgrades for conformance or six (6) months after the date of such issuance of new GB Standard, without being required to re-test or bring those existing Certified Products, Certified Products updates into conformance with the new GB Standard, provided that those existing Certified Products, Certified Products updates or upgrades do conform to the version of the GB Standard against which they were originally tested under this License Agreement. Of course, any rights to use the DMD Mark and CMD Mark terminate if this License Agreement is terminated except as set forth in Section 7(b) of this License Agreement.

(b) Upon request, Marks Licensee shall supply GBA with suitable specimens of Certified Products and Marks Licensee's use of the DMD Mark and CMD Mark in connection with each/all Certified Products prior to making-available the Certified Products bearing or referenced-by the DMD Mark or CMD Mark or at any time Certified Products or the manner of use of the DMD Mark or CMD Mark changes in any material way, or at any time upon reasonable notice from GBA. GBA and/or GBA's choice of Certification Body may review Marks Licensee's use of the DMD Mark and CMD Mark and the conformance and quality of the Certified Products at any time to evaluate Marks Licensee's compliance with the conformance requirements and quality standards described in this License Agreement.

(c) Upon request, Marks Licensee shall supply GBA with suitable specimens of Marks Licensee's use of the Licensed Trademarks in connection with general company and product literature and advertising. GBA and/or GBA's choice of Certification Body may review Marks Licensee's use of the Licensed Trademarks at any time to evaluate Marks Licensee's compliance with the conformance requirements described in this License Agreement.

(d) Marks Licensee shall remedy any deficiencies in: (i) its use of the Licensed Trademarks in conformance to the usage criteria set forth in Attachment 3,

(ii) conformance to the GB Standard, and/or (iii) the quality of Certified Products used in conjunction with the DMD Mark and/or CMD Mark, each upon reasonable notice from GBA.

(e) Marks Licensee represents and warrants that each/all Certified Products meet the criteria set forth in Section 4(a) above. Marks Licensee shall indemnify, defend, and hold harmless GBA, DOE, HHS, UCAIug, and the GBITCA, from and against any claims, liabilities, costs and expenses arising out of or relating to the Certified Products, or the use, sale, implementation, or other distribution thereof, including, without limitation, third-party claims regarding a Certified Products' incompatibility with the GB Standard. Marks Licensee represents and warrants that each/all Certified Products are end-use products made-available by Marks Licensee in compliance with the GB Standard and it is expressly understood that the license granted in this License Agreement is conditioned thereon.

## 5. IDENTIFICATION AND USE

(a) Marks Licensee shall not use the DMD Mark nor use the CMD Mark except as set forth in this License Agreement and the Guidelines in Attachment 3.

(b) Marks Licensee acknowledges the ownerships of the Licensed Trademarks as stated in Section 1. Marks Licensee shall use the Licensed Trademarks in a manner that does not derogate from GBA's rights, DOE's rights, HHS's rights, or GBITCA's rights in the Licensed Trademarks and will take no action that will interfere with or diminish GBA's rights, DOE's rights, HHS's rights, or GBITCA's rights in the Licensed Trademarks. Marks Licensee agrees that all use of the Licensed Trademarks by Marks Licensee will inure to the benefit of GBA, DOE, HHS, and/or GBITCA, as appropriate. Marks Licensee may not use the DMD Mark or CMD Mark in any way that implies an endorsement or sponsorship of Certified Products by GBA, DOE, HHS, UCAIug, or the GBITCA. Marks Licensee shall not seek registration of any mark or name in any state or country if the mark or name includes the word marks or image-marks defined in Section 1, alone or in composite form with other words or designs.

## 6. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

(a) THE LICENSED TRADEMARKS ARE LICENSED "AS IS", AND GBA, DOE, HHS, AND UCAIUG DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

(b) IN NO EVENT SHALL GBA, DOE, HHS, UCAIUG, OR GBITCA BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO LOGO LICENSEE'S USE OF ANY OF THE LICENSED TRADEMARKS, EVEN IF

GBA, DOE, HHS, UCAIUG, OR GBITCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL GBA'S, DOE'S, HHS'S, UCAIUG'S, OR GBITCA'S LIABILITY, IF ANY, UNDER OR ARISING OUT OF THIS LICENSE AGREEMENT EXCEED TEN THOUSAND UNITED STATES DOLLARS (US\$10,000.00). THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

## 7. TERM OF AGREEMENT; TERMINATION; SURVIVAL

(a) Term. The term of this License Agreement shall be for a period of two (2) years from the Effective Date, unless terminated earlier as set forth herein (the "**Term**"), unless one party gives at least thirty (30) days' notice to the other Party prior to the expiration of the current period of its intention that this License Agreement expire at the end of its current period. The Term may be extended by mutual written agreement of the Parties; provided, however, that if the Parties do not enter into a written agreement to extend the Term but are operating as if this License Agreement remained in effect, then this License Agreement shall be extended on a month-to-month basis, and in such event, either Party may terminate this License Agreement on thirty (30) days prior written notice for any reason or for no reason.

(b) Termination. Either Party may terminate this License Agreement forthwith by written notice to the other Party in the event: (i) such other Party breaches any provision of this License Agreement and fails to remedy the breach with thirty (30) days from the date of a written notice of breach sent to such Party by the non-breaching Party; or (ii) such other Party files a petition or bankruptcy or such a petition is filed against it or otherwise it becomes subject to a proceeding under applicable bankruptcy or insolvency laws. In addition, GBA and Marks Licensee shall have the right to terminate this License Agreement with or without cause upon thirty (30) days prior written notice.

(c) Obligations Upon Expiration or Termination; Survival. From and after termination or expiration of this License Agreement, Marks Licensee shall discontinue all use of the Licensed Trademarks within ninety (90) days. Sections 2(c) (no implied licenses), 4(e) (Marks Licensee Certified Products warranty), 6 "Disclaimer of Warranty: Limitation of Liability", this section 7(c) "Obligations Upon Expiration or Termination; Survival", 8 "Notices", 9 "Entire Agreement; Amendment", 10 "Governing Law; Jurisdiction; Attorneys' Fees", 11 "Headings", 12 "No Waiver", 13 "Severability", 14 "Relationship", 15 "Attachments", and 16 "Third-Party Beneficiary" shall survive the expiration or termination of this License Agreement.

## 8. NOTICES

All notices and other communications under this License Agreement shall be in writing and shall be deemed given if delivered personally; mailed by registered or certified mail, return receipt requested; or sent by facsimile with an automatic confirmation of receipt sent by the transmitting machine, to the Parties at the following

addresses or to such other addresses as a Party may from time to time notify the other Parties.

**GBA:** GREEN BUTTON ALLIANCE INC.  
10604 CANDLER FALLS CT  
RALEIGH NC 27614-9111  
USA

Attention: ADMINISTRATOR

**Marks Licensee:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Either Party may change its address by written notice given to the other Party in the manner set forth above.

9. ENTIRE AGREEMENT; AMENDMENT

Upon execution by both GBA and Marks Licensee, this License Agreement, including all Attachments, contains the entire agreement of the Parties with respect to the subject matter hereof, and shall supersede and merge all prior and contemporaneous communications, oral and written. Except where unilateral modification of an Attachment is specifically authorized herein, this License Agreement, including Attachments, shall not be amended except by a written agreement subsequent to the Effective Date and signed on behalf of the Parties by their respective authorized representatives.

10. GOVERNING LAW; JURISDICTION; ATTORNEYS' FEES

This License Agreement shall be governed by and construed in accordance with the laws of the State of California in the United States of America, except that body

of California law concerning conflicts of law. Each Party hereby consents to jurisdiction and venue in the Superior Court of Santa Clara County and/or the United States District Court for the Northern District of California. The Parties agree to accept service of process by U.S. certified or registered mail, return receipt requested, or by any other method authorized by California law. The aforesaid courts shall be entitled to decide as to the apportionment between the Parties of attorney fees and legal costs and expenses. Notwithstanding the foregoing, any dispute as to existence, validity, enforceability, infringement or other matters relating to any trademark right in any country shall be exclusively settled by resort to the court of applicable jurisdiction in and under the laws of such country.

#### 11. HEADINGS

Section headings are used in this License Agreement for convenience of reference only and shall not affect the meaning of any provision of this License Agreement.

#### 12. NO WAIVER

No waiver of any breach of any provision of this License Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

#### 13. SEVERABILITY

If any provision of this License Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, a modified provision shall be substituted which carries out as nearly as possible the original intent of the Parties and the remaining provisions shall remain in full force and effect.

#### 14. RELATIONSHIP

Neither this License Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, or agency relationship, or as granting a franchise.

#### 15. ATTACHMENTS

This License Agreement includes Attachments 1, 2, 3, and 4 which are hereby incorporated by reference. GBA may modify any Attachments (except Attachment 4), effective upon written notice to Marks Licensee,

#### 16. THIRD-PARTY BENEFICIARY

UCAIug, DOE, and HHS are each severally and/or jointly intended third-party beneficiaries of this License Agreement and may enforce the provisions of this License Agreement against Marks Licensee directly.





IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on the date(s) shown below, to be effective as of the Effective Date.

GBA

Marks Licensee

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attachment 1

Logo



Attachment 2

Green Button Certified Products Trademarks:

“GREEN BUTTON CERTIFIED DMD”



Color treatment applies to Green Button Alliance Logo, DMD Marks image-mark, and  
CMD Marks image-mark:



“GREEN BUTTON CERTIFIED CMD”



Attachment 3

## Green Button Certified Marks Style Guide

The Green Button Certified Marks Style Guide is located at:

<http://files.gbitca.org/marks-style-guide>

Attachment 4

Marks Licensee Named Subsidiaries

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

GBA

Marks Licensee

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title