

**3-A SANITARY STANDARDS, INC.
LICENSE AGREEMENT FOR USE OF THE 3-A SYMBOL**

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 Licensee a nonexclusive license to use the 3-A Symbol as specified in the attached Certificate.
2. Licensee agrees to comply with *Provisions for Use and Display of the 3-A Symbol* 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 Symbol authorization.
3. Licensee agrees that, as between Licensee and 3-A SSI, 3-A SSI is the owner of the 3-A Symbol, and Licensee 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. Licensee's authorization to use the 3-A Symbol 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, this License 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 Licensee 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 Licensee in any manner except with 3-A SSI's prior written consent, nor shall Licensee have the right to grant sublicenses.
7. The Licensee agrees that it will use the 3-A Symbol only on equipment that meets applicable 3-A SSI standards and specifications, including as amended or interpreted in the future.
8. If it is determined by 3-A SSI that any equipment referenced in the Certificate does not conform at any time to the applicable 3-A SSI standard or specification, including as amended or interpreted in the future; or if Licensee is determined by 3-A SSI to have made any materially false statement in any application or affidavit; or if Licensee 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, Licensee shall immediately discontinue the use of the 3-A Symbol.
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. Licensee 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 equipment of Licensee.
14. Paragraphs 3, 9, 11, 13 and this paragraph 14 survive termination of this Agreement.

3-A SANITARY STANDARDS, INC. PROVISIONS FOR THE USE AND DISPLAY OF THE 3-A SYMBOL

1. General Requirements

The 3-A Symbol is authorized for use on equipment and in conjunction with the marketing of such equipment and machinery that meets the requirements of published 3-A Sanitary Standards, subject to the 3-A SSI License Agreement and these Provisions for the Use and Display of the 3-A Symbol.

1.1. Special Provisions for Use and Display of the 3-A Symbol for Authorizations under Standards 18- and 20- .

This special provision applies to licensees holding 3-A Symbol authorization(s) under 3-A Sanitary Standards 18- , *Multiple-use Rubber and Rubber-like Materials* and 20- , *Multiple-use Plastic Materials*.

A licensee under Standards 18- and 20- must restrict symbol use to printed materials accompanying the product or other acceptable written uses, such as a web site. Items (parts) made from the compliant rubber or plastic must not bear the 3-A Symbol. This is because Standards 18- and 20- are 3-A sanitary materials, i.e. compositional standards, and not standards for the design of a finished type of equipment or component. Including the 3-A Symbol on plastic or rubber items made with compliant material is not allowed because it implies the finished item is covered by an equipment standard, which is not the case.

2. Elective Use and Display of the 3-A Symbol

Use and display of the 3-A Symbol on equipment is non-mandatory for licensees. A licensee may elect to not display the 3-A symbol on authorized equipment due to design, materials, or fabrication modifications or a customer request.

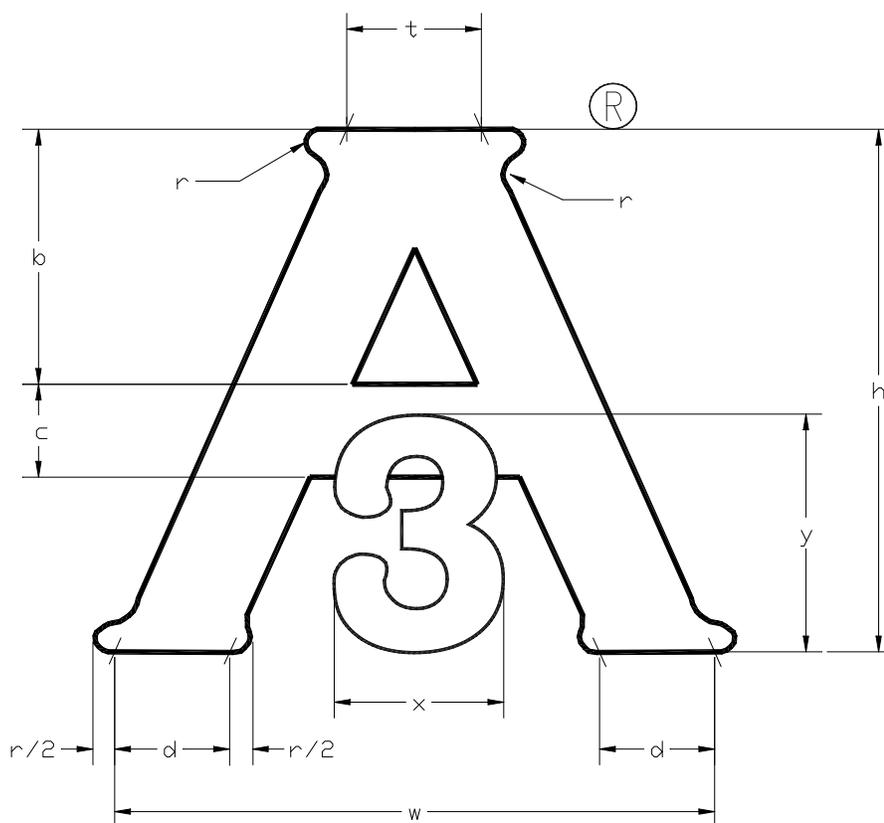
2.1. If a licensee chooses to not display the 3-A Symbol and the hyphenated standard number and revision number (XX-XX) on units of specific model(s) of equipment for which it holds authorization, the following shall apply:

- 1.1.1. The licensee shall make no use or display of the 3-A Symbol in any manner in the promotion or sale of any unit which does not bear the 3-A Symbol.
- 1.1.2. The licensee shall make no representation, express or implied, in any manner to assert that such equipment which does not bear the 3-A Symbol conforms to 3-A Sanitary Standards or provisions for 3-A Symbol authorization.
- 1.1.3. The 3-A Symbol Authorization certificate shall not be considered proof of conformance for equipment which does not display the 3-A Symbol.
- 1.1.4. Any piece of equipment that does not display the 3-A Symbol is to be considered as not covered by any aspect of the 3-A Symbol authorization program.

3. Use and Display of the 3-A Symbol on Equipment

- 3.1. A licensee may mark and/or affix the 3-A Symbol only to specific models/names of equipment for which 3-A Symbol authorization has been granted. The licensee shall assure that any such display on equipment is compatible with all applicable hygienic design criteria.

- 3.2. A licensee shall provide sufficient information on the equipment to allow for third party traceability of the symbol. This may be accomplished by the Symbol Holder's nameplate, the company name if no nameplate is provided, a company logo, or Authorization number at the discretion of the Symbol Holder.
- 3.3. Where possible, the 3-A Symbol shall be made of stainless steel, and shall be affixed upon the equipment in juxtaposition to the nameplate or shall be part of the nameplate. The hyphenated standard number and revision number of the 3-A Sanitary Standard with which the equipment complies shall appear immediately in conjunction with the 3-A Symbol and be affixed to the equipment or machinery, or the nameplate in a clear, concise, permanent manner. Where the nature or size of the equipment makes the above impractical, the 3-A Symbol and hyphenated standard number and revision number shall be stamped, etched, or embossed on the equipment or affixed in any other permanent manner.
- 3.4. A licensee may display the 3-A Symbol on authorized equipment using one of the following electronic formats provided by 3-A SSI: DWG, DXF, TIFF, Illustrator and EPS. 3-A SSI will provide a copy of the 3-A Symbol in the desired electronic format(s) to the licensee upon request. If the licensee wishes to reproduce the 3-A Symbol, the following specifications shall be used:



Standard Number ## - ##

Capital Gothic A outline with serifs, on which is superimposed the antique numeral 3.

Ratio of width, w to h = 1.08:1
Ratio of width at top, t to h = .26:1
Ratio of distance from top to top of cross bar, b to h = .49:1
Ratio of width of cross bar, c to h = .175:1
Ratio of width of side bars, d to h = .21:1
Ratio of height of figure 3, y to h = .45:1
Ratio of width of figure 3, x to h = .333:1 (maximum)
Radius of serif, r to h = .0625:1

On reproductions with $h=1/2$ or less, the serifs may be omitted.

The registered designation ® shall be proportionally displayed as part of the 3-A Symbol.

4. Non-equipment Use and Display of the 3-A Symbol

Licensees may wish to show the 3-A Symbol or otherwise promote the fact of 3-A Symbol authorization for equipment in other ways beyond the actual display on authorized equipment, such as in advertisements, brochures, fliers, catalogs, news releases, web sites, or other promotional communication. These guidelines apply to all such non-equipment use and display of the 3-A Symbol to help licensees accurately and properly promote 3-A Symbol authorization.

- 4.1. References to '3-A', '3-A Standards', or similar references in promotional materials are not substitutes for 3-A Symbol authorization display on equipment. Advertising references are informational and not proof of 3-A Symbol authorization. The licensee is solely responsible for assuring the completeness and the veracity of all non-equipment references.
- 4.2. 3-A SSI does not "approve," "certify," "rate," or "endorse" the design, construction, or use of the equipment and the licensee should not make such references. In non-equipment references, a licensee may state that the items for which 3-A Symbol authorization has been granted meet the requirements of the respective 3-A Sanitary Standard, hold 3-A Symbol authorization, or similar.
- 4.3. For non-equipment use and display, the 3-A Symbol must be reproduced in accordance with one of the formats specified by 3-A SSI for equipment display, except that, for non-equipment use and display, licensees are encouraged, but not required, to show the full 3-A Sanitary Standard hyphenated standard number and revision number immediately below the 3-A Symbol as required on equipment.
- 4.4. The 3-A Symbol should never appear more prominently in any advertising or packaging than the name of the licensee holding the authorization.
- 4.5. Do not use the 3-A Symbol or reference 3-A Symbol authorization on company stationery, business cards or signs, or within Internet domain names or company names. Use of these references on such materials could incorrectly imply more than a third-party authorization or relationship between the licensee and 3-A SSI, or incorrectly imply that all products you manufacture have been authorized by 3-A SSI.
- 4.6. If you use a 3-A Symbol on your web site, you must ensure that visitors to your web site are able to clearly identify which of your products have been authorized by 3-A SSI to use and display the 3-A Symbol and which have not.
- 4.7. References to 3-A Symbol authorization can be made only when you are authorized by 3-A SSI to use the 3-A Symbol on your equipment.
- 4.8. If 3-A Symbol authorization is expired or withdrawn for any reason, all material that refers to your authorization must be immediately removed from distribution, and further use of the 3-A Symbol must be discontinued.

- 4.9. If some products appearing in a web site, brochure, ad or catalog are authorized to use and display the 3-A Symbol but others are not, the licensee must ensure the wording and placement of 3-A Symbol references make it clear which products are in fact authorized by 3-A SSI and which are not. Do not use the 3-A Symbol in general advertising or promotional material to suggest that non-authorized products have, in fact, been authorized.
- 4.10. Do not state a link between 3-A Symbol authorization and any other organization. For example, statements such as 'Meets USDA/3-A Criteria', or 'Conforms to FDA/USDA/3-A Standards Criteria' or similar descriptions are inappropriate.