



AMS, INC.
Administrative Management
Systems, Inc.

Administrative Office
P.O. Box 730, 205 West Main
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**STANDARD LICENSE AGREEMENT FOR CERTIFICATION UNDER THE WDMA HALLMARK
CERTIFICATION PROGRAM
(WD-126)**

This Standard License Agreement ("Agreement"), made this _____ day of _____, 20___, by and between Administrative Management Systems, Inc. ("Licensor"), a New York corporation, and (legal entity) _____ having its principal office at (location) _____, (hereinafter called "Licensee"), hereby provides as follows:

WITNESSETH:

WHEREAS, Licensor is the certification body for the Certification Program (as referenced in the Addendum to this Agreement) which will provide for (1) the validation of certification of Licensee's products, processes and/or services by means of evaluation to the requirements of applicable specifications and standards; and under the further terms and conditions of the Certification Program set forth in this Agreement and the Program's Procedural Guide (as referenced in the Addendum to this Agreement), and also providing for (2) the stipulation by each such Licensee that the Licensee maintains a quality assurance program which covers the production, installation or otherwise handling of all the products, processes or services to which this Agreement refers.

WHEREAS, the Program, sponsors the Certification Program, designed to provide industry members with an easily recognizable means of identifying products that have been manufactured in conformance with the requirements of the Certification Program and certain applicable specifications and standards.

WHEREAS, Licensee, desires to manufacture a line or lines of products to which Licensee wishes to attach the Certification Mark (as referenced in the Addendum to this Agreement) indicating that the Licensee's line or lines of products have been manufactured in conformance with the requirements of the Certification Program and certain applicable specifications and standards.

THEREFORE, BE IT RESOLVED, that it is agreed by and between the parties hereto as follows:

IT IS AGREED THAT:

A.1) The responsibilities of Licensor are limited to the tasks set forth in this Agreement and any requirements as may be necessary to maintain accreditation to applicable standards; Licensor does not endorse, warrant, or guarantee product, process, or service validated or certified under the Certification Program.

A.2) Program Sponsor is the uncontested sole owner of the designated program mark, label or certificate mark identified in the

Addendum (the "Certification Mark"). The Certification Mark has been licensed by Program Sponsor to Licensor, which has entered into a Certification and Administration Agreement with Program Sponsor for authorization of use of the Certification Mark. So long as Licensee is in compliance with the terms of this Agreement and the requirements of the Certification Program, the Certification Mark is hereby licensed by Licensor and Program Sponsor to Licensee and said Certification Mark shall be permitted to be affixed and/or associated with the product, process or service complying with the pertinent requirements of the Certification Program.

A.3) Licensor and Licensee shall adhere to the Procedural Guide and program guidelines.

A.4) Licensor shall conduct all aspects of the program in accordance with standards and accreditation requirements that may be identified by the Certification Program, this Agreement and the Procedural Guide.

A.5) Licensee shall participate in and support the Certification Program under the terms and conditions set forth in this Agreement.

A.6) Licensor and Program Sponsor may contract for services with independent laboratories which have signed and meet the requirements of the Program, and with auditors and other service providers deemed necessary for the operation of the program who have entered into a valid agreement, and meet the applicable requirements of the Program.

LICENSEE:

B.1) Warrants that this Agreement was executed by its corporate officer or authorized representative, who is also its primary Certification Program contact.

B.2) Shall allow Licensor's representative, and observers from accreditation bodies or program sponsor without prior notice, free access at any time during regular business hours, to Licensee's place of business, job site, or other location of products, processes or services certified for the purposes of determining conformance to program requirements, including investigation of complaints. Licensee's refusal to permit access for audit purposes hereunder is cause for removal of its entire product, process or service listing from the Certified Directory and the withdrawal of its rights to affix the Certification Mark. Acceptable reasons for not permitting entrance for



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audits shall include strikes, acts of God, and circumstances beyond immediate control of Licensee. If Licensee has agreed to a date and then cancels the audit for any reasons outside of the acceptable reasons listed above, Licensee may be subject to cancellation fees as determined by Licensor. Appropriate cancellation fees are those associated with reimbursement of applicable administrative and travel expenses. Areas which may have been set aside for research or prototype development may be restricted. Licensor will notify the Licensee of compliance or non-compliance.

B.3) Shall reference the Certification Mark assigned by Licensor only on products, processes, and services of Licensee's own manufacture, installation or handled otherwise, which have been so approved by Licensor.

B.4) Shall not sell, transfer or otherwise dispose of the Certification Mark in any manner other than affixing to Licensee's certified products, processes or services.

B.5) Shall not affix hereafter the Certification Mark to any product, process or service from which certification has been withdrawn or which is produced with a process basically different from the one used when certification was obtained.

B.6) Shall, upon a finding by Licensor that a certified product, process or service of Licensee has been changed, follow procedures as defined in the Procedural Guide. Failure of Licensee to act as required above shall constitute due cause for exclusion of this product, process or service from the Certification Program.

B.7) May withdraw a certified product, process or service from the Certification Program by written declaration and request for removal of said product, process or service from Licensor's listing signed by the authorized representative of Licensee.

B.8) Shall use all practical means at its command continuously to assure that its products, processes and services hereunder certified fully comply with the specification requirements, and are manufactured or otherwise carried out in the same manner as what was witnessed by Licensor's auditor(s), and are subject to a quality assurance program maintained by Licensee, and Licensee shall so stipulate to Licensor's representatives during the periodic visits of said representatives to Licensee's facilities described above (in Section B.2) or when otherwise requested by Licensor. Licensee shall fulfill certification requirements, including implementing appropriate changes when they are communicated by Licensor; if the certification applies to ongoing production, the certified product shall continue to fulfil product requirements in accordance with the Procedural Guide.

B.9) Shall refrain from using terms implying or claiming certification, validation, accreditation, or the like in connection with advertising referring to products, processes or services which have not been certified, or from which validation of certification claim has been suspended, withdrawn or terminated.

B.10) May, in connection with the advertising of certified products, processes or services which Licensor has approved and granted a Certification Mark, appropriately reference the designated party/parties mentioned in the Addendum. Licensee certifies that the product, process or service is the same as that which has been witnessed during auditing and evaluation.

B.11) Shall abide by the decision of Licensor as to the conformance or non-conformance of Licensee's products, processes or services with the requirements of the Certification Program, determined in accordance with the requirements as defined by the Certification

Program. It is understood that Licensor shall be the sole judge of conformance or non-conformance with the Specifications applicable to the Certification Program, for purposes of Licensor's validation of Licensee's certification of such a product, process or service under the Certification Program.

B.12) Agrees that notice regarding the status of any of its certified products, processes or services shall be carried in the Certified Directory (as referenced in the Addendum).

B.13) Shall pay the participation fees shown in the Schedule of Fees (as referenced in the Addendum to this Agreement), current version, upon signing of this Agreement and at each regular renewal thereof. It is understood, that this Schedule of Fees may be changed from time to time by Licensor.

B.14) Agrees that Licensor may, at its discretion, use any and all data, exclusive of Licensee's Company name, address, proprietary product, process or service designation or any other information which may provide clues as to the manufacture or otherwise of the products, processes or services, for the purpose of comparing audit methods and correlating audit methods with field performance.

B.15) Shall legibly and permanently mark or label each certified product, process or service in accordance with the current label requirements of the Certification Program, which may be changed from time to time.

B.16) Shall furnish Licensor with any information regarding its product, process or service as may be necessary to properly identify Licensee's certified product, process or service for listing in the Certified Directory.

B.17) The Licensee shall not reference its certification in a manner as to bring Licensor or Program Sponsor into disrepute and shall not make statements regarding its certification that may be considered misleading or unauthorized. If certification documents are provided to others, the documents shall be reproduced in their entirety.

B.18) Shall abide by and comply with all procedural details which Licensor may prescribe for the implementation of the Certification Program, provided that such procedural details are not inconsistent with the provisions and purposes of this Agreement.

B.19) Shall have the right, at its option, to designate a nominee from Licensee's organization for consideration for appointment to applicable committees.

B.20) Shall notify Licensor with undue delay, of any changes that may affect its ability to conform to the Certification Program requirements.

B.21) Shall, in making reference to certification in communication media such as documents, brochures or advertising, including websites, comply with Certification Program requirements.

B.22) Shall have in place a system for handling customer complaints received by the Licensee, including: (a) keeping records of all complaints received, including those related to non-compliance with certification requirements; (b) taking appropriate action with respect to such complaints; (c) documenting the actions taken; and (d) making these records available to Licensor upon request, to the extent allowed by law.

LICENSOR:

C.1) Shall treat all information, test reports, drawings, materials, goods, sample products, equipment, apparatus or documents disclosed or delivered to Licensor or its representatives by a Certification Program participant, for certification under the Certification Program



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specifically including, but not limited to, all information compiled within the detailed information file and all documentation, test results or product line information covered under the Certification Program as Confidential Information of the Licensee ("Licensee Confidential Information"). Licensee Confidential Information does not, however, include any such information that is: (a) in Licensor's possession prior to receipt thereof from Licensee; (b) already available or that becomes available to the public through no fault of Licensor; (c) received by Licensor from a third party having a right to disclose it; (d) developed by Licensor independent of any disclosure under this Agreement, as reasonably shown by Licensor; or (e) requested or required to be disclosed by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process. Licensee Confidential Information shall not be disclosed, copied or made available to others by Licensor or its representatives without prior written permission of the Licensee. Licensee Confidential Information may be made available to the agents of accreditation agencies during the course of a scheduled audit to maintain accreditation of the Certification Program. Licensee Confidential Information may be made available to the Program Sponsor. Licensor will use commercially reasonable efforts to ensure Licensee Confidential Information shall be kept in secure files with access to those files materials limited to Licensor staff, or its representatives, or other third parties working for with Licensor.

C.2) Shall not list in or remove from the Certified Directory any certification or Licensee except on due notification in writing from an authorized representative of the Licensee or because Licensee fails to pay applicable fees as provided in the most current Schedule of Fees.

C.3) Shall administrate the Certification Program to provide and authorize all audits, review and approval of audit data, perform periodic evaluations or other duties and functions herein provided for, including granting maintaining, extending, suspending or withdrawing certification.

IT IS FURTHER AGREED THAT:

D.1) The Procedural Guide shall describe applicability of certification to additional locations of the Licensee.

D.2) A procedure exists for handling appeals and complaints and may include complaints of non-conformance which provides for evidence of like product or application of process or service to be provided by Licensee in a specified manner as mentioned in Program guidelines.

D.3) This Agreement shall become effective on the date of signing and shall extend for a period of twelve (12) months and shall be renewed automatically for successive periods of twelve (12) months each, and remain in effect unless Licensor or Licensee, at least sixty (60) days prior to the date of expiration, gives notice in writing that cancellation or termination is requested (which shall be deemed agreed and effective at the conclusion of said notice period) and unless revoked and terminated by Licensor or Program Sponsor for causes set forth in this Agreement and in accordance with procedures set forth in the Agreement and the Procedural Guide. This Agreement may also be terminated by Licensor upon written notice to Licensee, if: (a) within sixty (60) days after suspension Licensee has not requested in writing that Licensor conduct a new inspection; (b) within ninety (90) days after suspension and after Licensor conducts a new inspection, Licensor determines in its sole judgment that the cause of suspension has not been corrected; (b) Licensor decides to discontinue the

licensing of the Certification Mark; or (c) nonpayment of fees due Licensor.

D.4) This license granted pursuant to the Agreement may be suspended by Licensor or the Program Sponsor if: (a) an inspection of Licensee's plant discloses that Licensee's quality control system is not reasonably adequate to enable Licensee or Licensor to determine whether Licensee's product do in fact conform to the requirements of the Certification Program; (b) an inspection discloses that Licensee has used or is using the Certification Mark to identify any product(s) or product line(s) which do not in fact conform to the requirements of the Certification Program; (c) Licensee is in any way using the Certification Mark in a manner detrimental to Licensor or the Program Sponsor; (d) Licensee denies access to any manufacturing facilities; or (e) Licensee in any other respect is not complying with any provision of this Agreement. In such event, Licensor shall give Licensee written notice of its intention to suspend the Agreement. Such notice shall set forth the grounds for suspension and shall include a statement of facts in support thereof. Licensee shall have ten (10) days from the receipt of the notice to correct the condition giving rise to the intended suspension, and if it fails to do so, Licensor may thereafter suspend Licensee by written notice stating the date of suspension. During the period of suspension, Licensee shall not employ the Certification Mark or exercise any other rights under this Agreement. Upon notice of suspension, Licensee shall immediately discontinue use of the Certification Mark, including but not limited to discontinuing distributing and selling any products that include the Certification Mark or any literature that includes the Certification Mark; in the event that Licensee has products in its inventory that employ the Certification Mark, Licensee shall not be permitted to distribute and/or sell such products unless the Certification Mark is completely removed from the product.

D.5) During the period of suspension, if Licensee reasonably believes that any nonconformities have been cured, Licensee may request in writing that Licensor conduct a new inspection of the products in question. Such a request shall include a detailed description of the steps Licensee has taken to cure the nonconformities. Upon receiving such a request, Licensor, in its sole discretion, shall have the right to decide whether to conduct a new inspection. If Licensor decides to conduct a new inspection and the inspection reveals that the products in question are in compliance with the requirements of the Certification Program, then Licensor shall notify Licensee. Upon receiving such notice, Licensee shall again have the right to use the Certification Mark in accordance with the terms and conditions of this Agreement.

D.6) If this Agreement is terminated, then upon the effective date of such termination, Licensee shall:

- a) Not affix the Certification Mark to any product, process or service which Licensee shall thereafter manufacture or otherwise produce or handle; and
- b) Make no further reference to, or use of, Licensor's certification or Program Sponsor's Certification Program or Certification Mark as used earlier in the Certification Program.

D.7) Licensor, in the event it shall be necessary to exclude Licensee from participation in the Certification Program in accordance with the provisions hereof and the Procedural Guide, may do so by giving Licensee due notice of Licensor's termination of the Agreement.

D.8) The terms of this Agreement and any disputes arising from or about this Agreement, and any arbitration pursuant to this Agreement,



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shall be governed by the laws of the State of Illinois. The parties agree that all disputes relating to the interpretation of, or otherwise about or arising from the terms of this Agreement not settled amicably between them, will be submitted (following a mandatory twenty (20) day period in which no claim shall be submitted to arbitration and during which the parties will seek a mutually agreeable resolution of any claim or dispute) exclusively and solely to binding contract arbitration, unless each party consents to mediation or some other form of dispute resolution. In the event of contract arbitration, the arbitration will be conducted by a neutral third party arbitrator accepted by each party. In the event that the parties do not agree to the appointment of any arbitrator, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be resolved under the most-current Commercial Arbitration Rules of the American Arbitration Association. The place of the arbitration shall be at a mutually agreeable location. In any arbitration proceeding, reasonable discovery of evidence shall be allowed, and strict conformity to legal rules of evidence shall not be necessary, and the parties may offer evidence as is relevant and material to the dispute, which shall be considered in the arbitrator's reasonable discretion. The arbitrator, exercising his or her discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute. If any party submits an arbitration claim to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs it may incur in connection with the arbitration proceeding. A final award by the arbitrator shall be enforceable in any court of competent jurisdiction.

D.9) In the event any part or parts of this Agreement are found to be void, the remaining provisions shall nevertheless be binding with the same effect as though the void parts were deleted.

D.10) Licensee covenants and agrees that the Certification Mark will be used only to identify products which conform to the requirements of the applicable standards and for which a valid certificate of conformance has been issued to Licensee by pursuant to this Agreement. When the Certification Mark is used, the Certification Mark shall be Licensee's guarantee to its customers and to users that such labeled products meet the applicable standards. At such time as Licensor may request it, Licensee will submit to Licensor an Affidavit declaring that Licensee complied with the applicable standards as to all labeled products sold for the period specified. The use of any Certification Mark governed by this Agreement in connection with any unqualified product, process or service or the use of any such Mark by a manufacturing or assembly or other facility other than that registered will not be permitted by the Licensee, its employees, its representatives, and its agents. In addition to all other rights available under applicable law, if Licensee is in breach of this Agreement, Licensor and Program Sponsor will have the following rights: a) terminate or suspend this Agreement and revocation of the license granted under this Agreement; b) imposition of an award in favor of Licensor or Program Sponsor of liquidated damages of five thousand dollars (\$5,000); and/or c) the right to seek injunctive relief, and bringing a legal action preventing the Licensee from having the applicable Certification Mark printed, attached or used in any manner by Licensee, and recovering damages including, without limitation, damages for infringement with the entire cost of such legal action to be borne by Licensee. Program Sponsor is a third-party beneficiary to

this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

D.9) In the event Licensor promptly notified all those to whom have received the then most recent issue of the Certified Directory or supplement thereto, regarding any incorrect listing or reference to Licensee's product(s), process, or service(s) published in any Certified Directory, supplement thereto, or elsewhere, Licensee agrees not to hold Licensor or Program Sponsor liable in any way for any damage caused by such incorrect listing or reference, unless such damage was the result of an intentional tort, willful act or gross negligence by Licensor or Program Sponsor.

D.10) Neither Licensor nor the Program Sponsor shall not be liable for the acts or omissions of Licensee, and Licensee shall defend any claims made against Licensor or the Program Sponsor and shall indemnify and hold harmless Licensor and the Program Sponsor, from any liability which may be imposed upon any one or more of them resulting from or arising out of Licensee's acts or omissions, whether or not such acts are allegedly performed, or failures to act allegedly undertaken, in accordance with Certification Program. Licensee further covenants and agrees to protect and defend Licensor and the Program Sponsor against any claims by any purchaser, user or other person that the Licensee's products do not conform to the requirements of the Certification Program, and to indemnify and hold harmless Licensor and the Program Sponsor against any loss, costs or damages or liability which may be suffered or incurred by reason of any such claims. In the event of any such complaint or claim involving Licensor, Licensee shall notify Licensor and the Program Sponsor promptly in writing and shall cooperate with the defense thereof and shall reimburse Licensor and the Program Sponsor for any costs or expenses, including but not limited to attorneys' fees, incurred in connection therewith.

D.11) No party shall make use of the others' trademarks, trade names or name in any manner without the prior written approval of the other provided each party hereby authorizes the other, during the term of this Agreement, to state that the Licensee is a participant in this Certification Program.

This Agreement may not be transferred, assigned, or otherwise disposed of to any other company, individual, or successor company without the express prior written consent of the Licensee and Licensor.

A prior License Agreement was executed between The Window and Door Manufacturers Association (WDMA) and Licensee (WD-15) to establish for certification services. This Agreement (WD-126) is entered into between Licensor and Licensee. Both Agreements will remain in place to maintain third-party accreditation of both WDMA and Licensor as Certification Body of the WDMA Hallmark Certification Program until a later date, to be determined by mutual agreement of both WDMA and Licensor. The fundamental principles in this Agreement will be followed by both parties during the transition period. Once the later date has been announced to Licensees, this Agreement (WD-126) will supersede any prior License Agreement between WDMA and Licensee.



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LICENSEE: Company _____
Street Address _____
City, State and Zip _____
Telephone Number _____

Signed By _____ Title _____
(Corporate Officer or Authorized Representative)
E-Mail Address: _____ Date _____

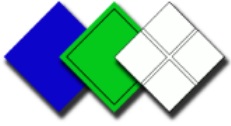
Signed By _____ Title _____
(Primary Certification Program Contact)
E-Mail Address: _____ Date _____

Licensor: Administrative Management Systems, Inc. (Licensor)

By _____ Title _____
Date _____

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***A COPY SIGNED BY LICENSOR WILL BE RETURNED TO LICENSEE.**



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WDMA Hallmark Certification Program Standard License Agreement Addendum

Where referenced in Agreement “Certification Program” refers to the below Certification Programs:

- WDMA Hallmark® Certification Program

The following responsibilities for the WDMA Hallmark Certification Program are:

- Program Sponsor: The Window and Door Manufacturers Association (WDMA)
- Program Administrator and Certification Body: Administrative Management Systems, Inc. (Licensor)

Relevant and Applicable Documents:

- Hallmark Certified Product Directory (electronically maintained)
- Hallmark Procedural Guide (and Specifications within)
- Hallmark Schedule of Fees