

Trademark License Agreement

This Non-Exclusive Trademark License Agreement (“Agreement”) is made and entered into by and between:

Insurance Institute for Business & Home Safety, “IBHS”, a corporation organized and existing under the laws of Illinois, with its corporate office located at: 5335 Richburg Road, Richburg, SC 27929

AND

Attic Breeze, LLC, “Licensee”, a corporation organized and existing under the laws of California, with its corporate office located at: 1370 FM 116, Gatesville, TX 76528

For the purposes of this Agreement, IBHS and Licensee are sometimes herein referred to as a “Party” and collectively as the “Parties”.

Whereas, IBHS is a non-profit organization organized under Section 501(c)(3) of the Internal Revenue Code committed to delivering strategies to build safer and strong homes and business that assist the insurance industry and affected property owners to prevent avoidable losses;

Whereas, IBHS has developed FORTIFIED, a voluntary construction and re-roofing program designed to strengthen homes and commercial buildings (“structures”) against specific types of severe weather such as high winds, hail, hurricanes and tornadoes (“the Program”);

Whereas, IBHS owns certain registered trademarks and other marks, including those associated with the Program;

Whereas, Licensee desires to use on a royalty-free basis certain trademarks owned by IBHS associated with the Program;

Whereas, IBHS and Licensee are interested in placing IBHS-owned marks and information on certain Licensee packaging, products and other materials (“Licensee materials”);

Now, therefore, the Parties hereto agree as follows:

1. License. In consideration of the commitments and obligations made by Licensee, IBHS shall provide to Licensee a limited, nonexclusive, nontransferable, royalty-free license to use the trademarks set out in Schedule A and consistent with the FORTIFIED Branding and Style Guide (“IBHS marks”) for the purpose of placement on Licensee materials.

2. Ownership. The IBHS marks are owned by IBHS. Licensee acknowledges use of the IBHS marks will be pursuant to Paragraph 1, and that no right, title, or interest in or to the IBHS marks is transferred or licensed from IBHS to Licensee.

3. Term. The trademark license contemplated by this Agreement will commence on the effective date of this Agreement. The effective date of this Agreement shall be the date of the last signature by the Parties. The expiration date of this Agreement shall be one year after the effective date. The Agreement may be extended by mutual written Agreement of the Parties.

4. Termination. Licensee and IBHS may terminate this Agreement at any time by mutual written consent given in accordance with Paragraph 6. This Agreement may be terminated by either Party on sixty (60) days written notice to the other in accordance with Paragraph 6. At its sole discretion, IBHS may terminate this agreement immediately upon a material breach for good cause. Material breach for good cause includes but is not limited to any actions or statements by Licensee that could cause reputational harm to IBHS, its members, and any of its designation programs. Upon notice of termination, the Licensee shall no longer produce Licensee materials using IBHS marks. Termination of this Agreement does not affect previously distributed Licensee materials. In the event of Termination, Licensee and its downstream resellers and distributors shall be permitted to sell, resell, distribute, use, and consume all then-existing products having or displaying any of the IBHS's marks to dispose of all inventory existing as of the date of Termination.

5. Prior Approval. Licensee shall not finalize, publish, or distribute any Licensee materials branded with IBHS marks without IBHS's prior, written approval (separate from this agreement). IBHS shall have a review and approval period of thirty (30) days and shall have the right to make editorial changes, including the inclusion of legal disclaimer language regarding IBHS and the Program. Nothing in this Agreement requires Licensee to use the IBHS marks on any of its products or materials, and nothing herein grants IBHS any rights or licenses to any of Licensee's marks or intellectual property.

6. Notices. Any notice required to be given or which shall be given under this Agreement shall be made to the following:

For IBHS:

Alister Watt, Chief Product Officer: awatt@ibhs.org

For Licensee:

Adam Keithly, SVP Operations: adam.keithly@atticbreeze.com

7. Independent Entity. For purposes of this Agreement, each Party shall be, and shall be deemed to be, an independent Party and not an agent or employee of the other Party. Each Party shall have exclusive control over its employees in the performance of the work.

7.1 Neither Party shall have authority to make any statements, representations, or commitments of any kind, or take any action, which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

8. Indemnification. Licensee agrees to defend, indemnify, and hold harmless IBHS and its officers, directors, members, and employees harmless from any liabilities, claims or demands (including the costs, expenses, and attorney's fees on account thereof) for claims arising from Licensee's use of the IBHS marks, unless the IBHS marks are alleged to infringe a third party's intellectual property rights, which shall be IBHS's sole and exclusive responsibility to defend and shall hold Licensee harmless of any such claims.

9. Governing Law. The validity and interpretation of this Agreement are subject to interpretation under the law of South Carolina without reference to conflict of law rules.

10. Disputes. If either Party believes that the other Party is in breach of this Agreement, the aggrieved Party shall notify the other Party or its counsel of the alleged breach and the Parties shall make a good faith attempt to resolve or clarify the dispute. In the event that the Parties are unable to resolve the dispute in a cooperative manner, any litigation regarding the Dispute shall be brought in state or federal court in South Carolina.

11. Entire Agreement. This Agreement contains all the terms of the Parties and supersedes all prior Agreements and understandings related thereto. This Agreement can be changed or amended only by a written instrument signed by the Parties. Due to the specialized nature of the work, this Agreement is non-assignable by both Parties.

12. Assignment. Licensee may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of IBHS. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve Licensee of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

13. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy

of this Agreement.

15. Survivability. The following provisions shall survive the termination of this Agreement: 1, 2, 3, 5, 6, 7, 7.1, 8, 9, 10, 11, 12, 13

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the last date listed below.

Insurance Institute of Business & Home Safety

Licensee

By: _____

By: Adam Keithly

Name: Fred Malik

Name: Adam Keithly

Title: Managing Director, FORTIFIED

Title: SVP Operations, Attic Breeze, LLC

Date: _____

Date: 7/21/2025

Schedule A

IBHS-owned trademarks and registered marks shall be used in accordance with the FORTIFIED Branding & Style Guide

<https://fortifiedhome.org/styleguide/>

The following IBHS-owned trademarks and registered trademarks are included in the Trademark License Agreement:



Required Disclaimers

Short version (for use on product or product packaging)

Product qualified for use as a component of a FORTIFIED Roof™.
Additional requirements, eligibility criteria and restrictions apply.
For details, visit FORTIFIEDHome.org.

Long version (required on product collateral and digital media)

This product is qualified for use as a component of a FORTIFIED-eligible roof system. Use of this product does not guarantee a FORTIFIED™ designation. To be eligible for a FORTIFIED designation, a complete roofing system (components and accessories) must meet the requirements detailed in the FORTIFIED Home™ Standard and be installed by a certified FORTIFIED Roofing Contractor. Products that are required to meet the standard include but may not be limited to: roof coverings, attic ventilation components, a qualified sealed roof deck system, roof underlayments, edge metal and appropriate fasteners for all mechanically fastened components. Documentation for all products and their installation is required. Additional requirements, eligibility criteria and restrictions apply. See the current FORTIFIED Home standard at <https://fortifiedhome.org/technical-documents/> for details.

Schedule B

LIST OF QUALIFIED PRODUCTS AND/OR SERVICES

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