



The Construction
Specifications Institute

MasterFormat[™]

LICENSE AGREEMENT

COPYRIGHT AND TRADEMARK LICENSE AGREEMENT dated _____ between THE CONSTRUCTION SPECIFICATIONS INSTITUTE, INC., a Maryland corporation, ("CSI"), and ("Licensee"), a _____ corporation.

WHEREAS, CSI developed and is the US trademark and copyright owner of a publication known as *MasterFormat*[™], and

WHEREAS, Licensee desires to use *MasterFormat* in a product or other application, and

WHEREAS, CSI is willing to grant to Licensee under its copyrights, trademarks, and otherwise the non-exclusive right to use *MasterFormat* in connection with _____ (hereinafter "the Product").

NOW, THEREFORE, in consideration of the promises and of the mutual covenants of the parties hereto, it is hereby agreed:

1. LICENSE:

CSI hereby grants to Licensee under copyrights, trademarks, and otherwise, the non-exclusive, non-assignable limited right and privilege to use *MasterFormat* (2004 edition or later) in connection with the Product. No license is provided for use of editions of *MasterFormat* older than the 2004 edition in Product.

2. TERM:

The term of this Agreement shall commence on the effective date above and continue for two years. CSI will issue an invoice every year, and a new Agreement at the end of two years, thirty (30) days before the end of the agreement's term. At its sole discretion, CSI may elect not to issue a new Agreement at the end of the two-year term, in which case this Agreement will continue in force on a year-by-year basis until CSI issues a new Agreement at least 30 days in advance of the Agreement's renewal date, or the Agreement is terminated pursuant to the provisions of item 3 – "Termination."

3. TERMINATION:

This Agreement or any renewal hereof may be terminated forthwith:

- a. By CSI if at any time Licensee fails to make any payment to CSI after such payment shall have become due and such failure shall continue for a period of sixty (60) days after written demand by CSI;
- b. By either party if the other party at any time commits any material breach of this Agreement, which breach shall not be remedied within thirty (30) days after written notice specifying the breach and calling upon the defaulting party to remedy it;
- c. By CSI if at any time Licensee shall go into liquidation (not being a voluntary liquidation for the purpose only of a bona fide reconstruction or amalgamation) or shall enter into any composition or arrangement with its creditors, or a receiver of its assets shall be appointed;
- d. By Licensee if for any reason Licensee does not wish to renew the license agreement. Licensee must provide CSI with written notice of Licensee's intent not to renew the license

Agreement no fewer than 30 days prior to the end of the current Agreement's term. Voluntary termination of the license Agreement will terminate Licensee's *MasterFormat* license, and Licensee will be required to immediately cease all use of *MasterFormat* in the Product; notice of termination shall be delivered by certified mail as provided in Paragraph 8 hereof.

4. **PROPERTY RIGHTS:**

All of CSI's copyrights, trademarks and ownerships and rights therein and thereto shall remain the sole and exclusive property of CSI, subject only to the rights of Licensee hereunder.

Licensee shall make every effort to protect the interest of CSI relative to development, marketing and distribution of all on-line products:

- a. Licensee shall make commercially reasonable efforts to protect CSI's intellectual property rights in *MasterFormat* in connection with the use of *MasterFormat* in development, marketing, and distribution of the Product.
- b. Licensee shall provide CSI access to the homepage or opening screen of the Product prior to publication, for approval of the acknowledgment as provided in paragraph 7(a) hereof.
- c. The *MasterFormat* numbers and titles used in the Product will not deviate from those in the most current version of *MasterFormat*. Licensee will refer to masterformat.com to obtain the most current number and title for any subject.

5. **ROYALTIES:**

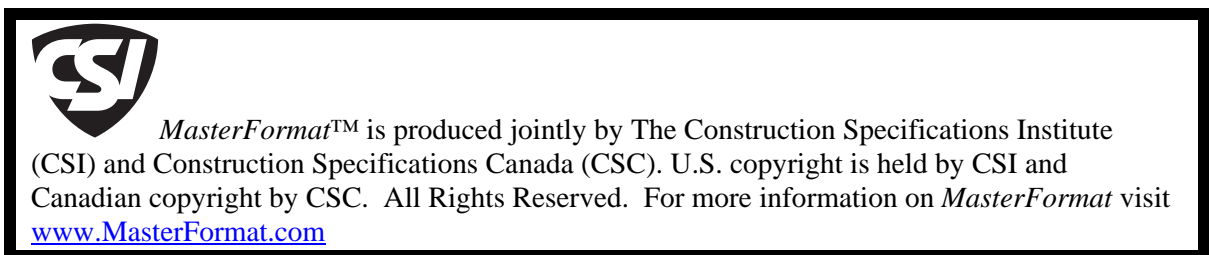
- a. For the use of *MasterFormat*, Licensee shall pay to CSI fees as follows:
 - (1) A one time non-refundable application fee of \$500.
 - (2) A negotiable annual license fee, minimum \$1,100
- b. Payment of the application fee shall be made upon application for license, payment of annual license fee shall become due on the effective date of this Agreement, and the license fee for renewal shall become due on the anniversary of the effective date of this Agreement, per the terms of paragraph 2. CSI reserves the right to change or increase the amount of this license fee upon renewal.

6. **RESPONSIBILITIES:**

- a. Complimentary Access - Licensee shall provide CSI a complimentary copy of or access to the Product for internal CSI use for the term of this Agreement.
- b. Internet Link - Licensee shall provide a link to CSI's website -- <http://www.csinet.org> from any online version of the Product. Licensee shall coordinate with CSI on the method of linking the website with CSI's website (CSINet).

7. **ACKNOWLEDGMENT:**

The Construction Specifications Institute, Inc. (CSI) and Construction Specifications Canada (CSC) will be acknowledged as the source for *MasterFormat* with the following language:



CSI will provide Licensee with this acknowledgement and CSI logo in a reproducible format.

8. NOTICES:

Any notices required or permitted hereunder shall be deemed sufficient if in writing, sent by certified mail and addressed as follows:

If to CSI:

The Construction Specifications Institute
110 South Union Street, Suite 100
Alexandria, Virginia 22314-1791
Attn: Director, Technical Products and Services

If to _____:

Either party may change the address or addressee that notice is to be given to by advising the other party in writing at the above address.

9. ASSIGNMENT:

No right or obligation under this Agreement may be assigned, delegated or otherwise transferred by either party without the prior written consent of the other.

10. CONSTRUCTION:

This Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland, applicable to agreements made and fully performed within the State of Maryland.

11. ENTIRE AGREEMENT:

This Agreement contains the entire agreement and understanding between CSI and Licensee, and shall inure to the benefit of, and be binding upon the parties and their respective successors and assigns. Neither party may assign this Agreement in whole or in part without the written consent of the other party. There are no covenants, representations or warranties not herein expressly set forth. This agreement may not be changed, modified, or discharged, or a waiver of any of its terms claimed, except by an instrument in writing signed by the parties hereto.

ATTEST: _____
(Company Name)

By: _____ By: _____ Date: _____
(Name and Title)

ATTEST: The Construction Specifications Institute, Inc.

By: _____ By: _____ Date: _____
(Name and Title)