

4. USER agrees that use of the DESIGNATED MARKS on the PRODUCTS shall constitute a representation and warranty by USER to NLGI and to the purchasers of the PRODUCTS that the PRODUCTS conform to the highest performance classification set forth in the current revision of the ASTM CLASSIFICATION; and USER agrees to hold harmless and indemnify NLGI for any and all liability, loss, damage, cost and expense which NLGI may suffer, incur, or be put to by reason of any claim, suit or proceeding, for personal injury, property damage or economic loss based on the failure or alleged failure of the USER'S PRODUCTS to conform to such standards and specifications; and USER further agrees to defend NLGI, at USER'S expense, against any and all such suits, claims or proceedings.

5. This Agreement shall not be assignable or transferable by USER in any manner (except to its parent, subsidiaries, and affiliates) nor shall USER have the right to grant sublicenses.

6. The permission to use granted hereunder may be terminated by NLGI at any time and for any reason satisfactory to NLGI. In the event NLGI decides to terminate this agreement for reasons other than breach, the USER shall have a reasonable time in which to phase out PRODUCTS bearing DESIGNATED MARKS.

7. This Agreement shall run from year to year and shall be renewed annually on the anniversary of the agreement, and upon payment by USER to NLGI of an annual renewal fee.

NLGI

By _____

Title _____

Date _____

(Name of the Organization, Company
or Individual)

By _____

Title _____

Date _____

Phone _____

Fax _____