

Review Date: 04/29/20

TRADEMARK LICENSE AND ELECTRONIC DATA USAGE AGREEMENT

This Agreement is made _____, between _____ located at _____ (“Company”), and NIBCO INC., located at 1516 Middlebury Street, Elkhart, Indiana 46516, U.S.A. (“NIBCO”).

BACKGROUND

1. NIBCO is the owner of various trademarks (“Trademarks”) used in identifying and marketing NIBCO products. The Trademarks are listed on Exhibit A.
2. Both NIBCO and Company want Company to have the right to use the Trademarks for the marketing of various NIBCO products.
3. Company has also asked to NIBCO for permission to utilize images, descriptions, specifications and other information from the NIBCO website and/or electronically transmitted from NIBCO to Company (“Electronic Data”).

Therefore, NIBCO and Company agree:

AGREEMENT PROVISIONS

1. Trademark and Electronic Data Grant. NIBCO hereby grants Company the non-exclusive right to use the Trademarks and Electronic Data, but only for the limited purpose of marketing NIBCO products.
2. Use. Company agrees to use the Trademarks and Electronic Data only in accordance with this Agreement and to not alter the Trademarks or the content of the Electronic Data. Use of the Trademarks and Electronic Data will be limited to NIBCO products. Company may not use the Trademarks or Electronic Data to market other products, nor directly or indirectly license or attempt to license, whether orally or in writing, any other person or entity to use the Trademarks or Electronic Data. Company will refrain from any act that could prejudice the validity of NIBCO’s title in Trademarks. Company acknowledges and agrees that NIBCO makes no warranties or representations as to the accuracy, current nature, or completeness of the Electronic Data. All Electronic Data is provided or made available as is and with no warranties. Customer further agrees that NIBCO shall have no obligation to update any Electronic Data provided or made available to Company.
3. Title and Validity. Company acknowledges the Trademarks are the sole and exclusive property of NIBCO. Company has not acquired by this Agreement any interest in the Trademarks adverse to the rights of NIBCO, other than the licensed rights stated in this Agreement.

4. Term. The term of this Agreement will be three years ("Initial Term") from the date first written above. Thereafter, this Agreement will be automatically renewed for successive one (1) year terms. However, NIBCO can terminate the Agreement at any time upon thirty days' notice to Company. NIBCO can terminate the Agreement immediately if Company breaches any provision of it.

5. Assignment. Company may not assign this Agreement or any of its rights and duties under this Agreement without the prior written consent of NIBCO.

6. Integration. This Agreement states the entire agreement and understanding of the parties regarding the Trademarks and supersedes any and all prior contracts, agreements and understandings of the parties regarding the Trademarks.

7. Amendment/Waiver. This Agreement may be amended only by a written instrument signed by the parties. The waiver by NIBCO of a breach of any provision of this Agreement does not constitute a waiver of any succeeding breach of the same or any other provision nor constitute a waiver of the provision itself.

8. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision contained in this Agreement.

9. Governing Law. This Agreement is governed by the laws of Indiana and any claim or suit arising out of this Agreement must be brought in the state or federal courts located in the Northern District of Indiana.

_____ - "Company"

Signature: _____

Name: _____

Title: _____

NIBCO INC. - "NIBCO"

Signature: _____

Name: _____

Title: _____



NIBCO INC.
WORLD HEADQUARTERS

1516 MIDDLEBURY STREET
ELKHART, IN 46516-4740
USA

PHONE: 574.295.3000
FAX: 574.295.3307
WEB: www.nibco.com

Exhibit A
[Images and/or Descriptions of Trademarks]