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Licensee:
Address:
Email Address:
Effective Date:
Licensed Product: Automotive engine oil supplied to Licensee by the Licensed Blender and under the Identification No. specified below, which has been qualified and approved by General Motors as meeting the applicable General Motors Material Specification, e.g., GMW18144 for dexos1 Gen3 (available on the IHS Markit website).
Licensed Countries of Sale (list individual countries):
Licensed Blender(s) with License Number(s) (please provide the Blender's License #):
Licensed Brands (Please list name of Brands):

License: General Motors hereby grants the above-identified Licensee a non-exclusive, non-transferable, non-assignable, royalty-free license to use the above-identified Licensed Trademarks upon and in connection with the distribution, marketing, advertising, and sale of the Licensed Product in the above-identified Licensed Countries of Sale. The Licensee shall use and display the Licensed Trademark only in the form, color, dimension, and manner approved by General Motors and shall be consistent with the standards and specifications set forth by General Motors, which may be amended by General Motors during the term of this Agreement upon prior written notice to the Licensee. No right or license is being granted herein to use any trademark of General Motors other than the Licensed Trademark.

Term: This Agreement shall become effective as of the date set forth above and shall continue for such time as Licensed Blender is providing Licensed Product to Licensee. Licensee is responsible for notifying General Motors when Licensee stops purchasing Licensed Product from Licensed Blender listed hereinabove. Prior to Licensee purchasing Licensed Product from a Licensed Blender who is not listed in this Agreement ("New Blender"), Licensee is responsible for signing a new agreement with GM, listing their New Blender therein. This Agreement may be renewed only by a writing signed by both parties.

Acknowledgment of Ownership: Licensee acknowledges General Motors' right, title, and interest in, and goodwill attaching to, the Licensed Trademark, and shall not at any time do or permit to be done any act or thing which will in any way impair the rights of General Motors in and to the Licensed Trademark. Licensee shall use, and cause to have printed on the back label of the Licensed Product, the above-identified License Number.

Good Will: Licensee recognizes the value of the good will associated with the Licensed Trademark and acknowledges all rights therein and the good will pertaining thereto belongs exclusively to General Motors.

Indemnification: Licensee agrees to hold harmless, defend, and indemnify General Motors, its divisions, subsidiaries, affiliated companies, directors, officers, and employees against any and all third party claims, demands, losses, suits, judgments, or causes of action, damages, liability, costs or expenses (including, without limitation, reasonable attorney fees) related to the (i) distribution, marketing, advertising, or sale of the Licensed Product including, without limitation, packaging or unauthorized use of any trademark, copyright, right of publicity, patent, process, idea, method, or device or (ii) a breach of this agreement including, without limitation, unauthorized use of the Licensed Trademark or sourcing Licensed Product from other than the Licensed Blender.

Quality Control: The Parties hereby agree that: (a) the Licensed Blender is solely responsible for complying with General Motors quality standards in connection with the Licensed Product pursuant to the terms and conditions of General Motors' licensing agreement(s) with the Licensed Blender(s); (b) the Licensee is solely responsible for complying with General Motors quality standards in connection with any package, container, wrapping, labels, and other materials ("Packaging") used in connection with the distribution, marketing, advertising, or sale of the Licensed Products pursuant to the terms and conditions of this Agreement; and (c) the Licensee shall not use any Packaging to which General Motors objects or has not approved in writing. The Licensed Trademark and the above-identified License Number shall be used only on engine oil which shall at all times be supplied by Licensed Blender and shall be the identical engine oil as the engine oil licensed by General Motors under the above-identified License Number. Licensee shall bear all costs related to the recall of the Licensed Product.

Termination: Either party may terminate this agreement at any time on sixty (60) day notice in writing to the other party. If either party materially breaches any of the terms or conditions of this agreement, the non-breaching party shall have the right to terminate this Agreement immediately upon written notice, provided that the breaching party fails to cure the violation within thirty (30) days after having received written notice from the non-breaching party specifying the breach. Notwithstanding anything to the contrary herein contained, this Agreement shall immediately terminate upon the expiration or termination of the License Agreement between General Motors and the Licensed Blender.

Effect of Termination: Upon the termination or expiration of this Agreement, all licenses granted hereunder shall automatically terminate including, but not limited to, Licensee's right to use the Licensed Trademarks in connection with the Licensed Products; provided, however, if this Agreement was not terminated pursuant to Quality Control provision, hereinabove, Licensee shall promptly provide General Motors with an inventory of Licensed Product in its possession and control and shall have six (6) months from the termination or expiration date within which to sell or otherwise dispose of that inventory ("Sell-Off Period"). At the end of the Sell-Off Period, or upon termination of this Agreement under the Quality Control provision, hereinabove, Licensee shall promptly destroy, in a manner approved by General Motors, all Licensed Products unless the Licensed Trademarks can be removed therefrom prior to its distribution and sale. If Licensee fails to timely discontinue use of the Licensed Trademarks as required hereunder, Licensee shall be responsible for all fees (including reasonable attorney's fee), costs and expenses General Motors shall incur to compel Licensee's compliance.

Assignment: This Agreement and any rights granted herein are personal to the Licensee and may not be sublicensed or assigned by Licensee without the prior written consent of General Motors.

Entire Agreement and Governing Law: This Agreement constitutes the entire agreement between the parties and cancels and supersedes all prior written or oral Agreements between the parties with respect to the matters referred to herein. This Agreement may be amended or modified only by a writing, signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, notwithstanding its conflict of laws principles. The parties hereto agree to submit to jurisdiction in the State of Michigan, and further agree that any court proceeding relating to any controversy arising under this Agreement shall be in the state or federal courts located in Michigan.

Export Compliance: Any products, services, technology, and/or intellectual property delivered under this agreement may be subject to applicable U.S. and other country export control and economic sanctions laws and regulations. The Licensee shall comply with all applicable Export Control Laws and shall not export, re-export, release or otherwise transfer Items without first obtaining all required licenses and approvals.

GENERAL MOTORS LLC

LICENSEE

(Legal Entity Name)

By: _____
(Signature of Authorized Representative)

By: _____
(Signature of Authorized Representative)

Name: _____
(Printed Name of Authorized Representative)

Name: _____
(Printed Name of Authorized Representative)

Title: _____

Title: _____

Date: _____

Date: _____