

LICENSE AGREEMENT

This License Agreement, dated January 10, 2008 (this "Agreement"), is entered into by and between the Power Tool Institute, Inc. ("PTI"), and _____ (hereinafter "Licensee").

The parties agree as follows:

1. Grant of License. PTI grants to Licensee a nonexclusive, nontransferable, revocable license to use the PTI symbol or symbols depicted in Attachment A ("PTI Intellectual Property"). Licensee may affix PTI Intellectual Property to those power tool products manufactured by Licensee, and associated literature distributed by Licensee, that are tested according to, and compliant with, PTI's Procedures. Licensee is prohibited from sublicensing or otherwise granting to any person any right to use PTI Intellectual Property. Licensee shall use PTI Intellectual Property in accordance with PTI's General Guidelines ("Guidelines"), as may be amended from time to time, the terms of which are incorporated into this Agreement by reference. Licensee agrees to abide by this agreement as of the date of executing this agreement and further to abide by any future revisions to these Guidelines and/or Procedures.

2. Prohibited Uses. PTI Intellectual Property may not be used in any manner that, in the sole discretion of PTI: discredits PTI or tarnishes its reputation and goodwill; is false or misleading; is used in violation of this Agreement; violates the rights of others; violates any law, regulation, or other public policy; or mischaracterizes the relationship between PTI and Licensee.

3. Use Contingent Upon Compliance; Termination. Use of PTI Intellectual Property is contingent upon Licensee's testing being in accordance, and in compliance, with the PTI's voluntary procedures and Guidelines. This Agreement and Licensee's license to use the PTI Intellectual Property will terminate upon Licensee's non-compliance with the voluntary procedures, Guidelines, PTI's termination of the program or any other breach of this Agreement. Upon termination or expiration of this Agreement, Licensee shall immediately discontinue the use of the PTI Intellectual Property and destroy all materials displaying the PTI Intellectual Property.

4. Ownership of PTI Intellectual Property. Licensee agrees that PTI is the sole and exclusive owner of the PTI Intellectual Property, and Licensee shall not take any actions which are inconsistent with PTI's ownership rights including, but not limited to, challenging PTI's rights.

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5. Symbols. The PTI Intellectual Property may only be used with the specific required numerical representation that is supported by the results of the PTI testing procedures, and in compliance with the Guidelines.

6. Agency. No association, agency, apparent agency, employer/employee relationship, partnership, or joint venture of any kind is created by this Agreement. PTI is not responsible for the acts or omissions of Licensee, nor may Licensee speak or act for, or otherwise legally bind, PTI.

7. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Ohio without giving effect to principles of conflicts of law there under. Exclusive jurisdiction for any claim or dispute between the parties resides in federal or State court in Ohio, and the parties agree and expressly consent to the exercise of personal jurisdiction in the State of Ohio.

8. Indemnification. Licensee hereby indemnifies, defends, and holds PTI, its successors and assigns, and its directors, committee members, officers, employees, members, representatives and agents, harmless from and against any and all loss, liability, damage, claim, suit, demand and expense, including, but not limited to, taxes, fines, penalties, court costs and attorneys fees, arising in connection with any act or omission related to Licensee's use of PTI Intellectual Property or its breach of this Agreement. PTI hereby indemnifies, defends, and holds Licensee, its successors and assigns, and its directors, officers, employees, representatives and agents, harmless from and against any and all loss, liability, damage, claim, suit, demand and expense for third party trademark infringement claims arising in connection with Licensee's use of the PTI Intellectual Property.

9. Entire Agreement. This Agreement contains the entire agreement between the parties as to the subject matter referenced herein. No agreement, statements, or representations not contained in this Agreement shall have any force and effect.

10. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

11. Headings. The titles and headings of the paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever.

Licensee

Signature

Title

Company

Date

Power Tool Institute

Signature

Title

Company

Date