



METALS ACTIVITY REPORT REPUBLICATION LICENSE AGREEMENT
METALS SERVICE CENTER INSTITUTE

Licensee: _____

Address: _____

Contact: _____ Email: _____

Phone: _____ Fax: _____

Non-Refundable License Fee: \$10,000 Term: One Year (12 months)

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5. Representations and Warranties. Each party represents and warrants that the execution and delivery of this Agreement and performance by it of its obligations and responsibilities hereunder are within its respective corporate powers, have been duly authorized by all necessary corporate action, and do not violate any applicable federal, state or local laws or regulations or any other agreements or other legal obligations or duties to which such party is subject.

6. Indemnity. Each party will indemnify, defend and hold harmless the other and its respective officers, directors, shareholders, agents, employees, affiliates, corporation, successors and assigns (the Indemnified Party”), from and against any and all liabilities, damages, claims or expenses, including reasonable attorneys’ fees, to which the Indemnified Party may be subjected as a consequence of the other party’s negligent, reckless or willfully improper performance of its obligations hereunder, or arising out of the other party’s breach of any representation or warranty made by it herein.

7. Term of Agreement. The initial term of this Agreement (the “Term”) shall be as set forth above. It may be renewed for additional periods of one year each upon payment by Licensee to MSC I of the then-current License Fee.

8. Breach of Agreement. If either party breaches or fails to perform a material term or provision of this Agreement, then the non-breaching party may terminate this Agreement upon written notice to the breaching party.

9. Relationship of Parties. Nothing herein shall create between the parties any partnership, joint venture, or any other employment relationship. Neither party shall have the right to bind the other party without the written consent of the other party.

10. Assignment; Successors. Neither party may assign any of its rights or duties hereunder without the written consent of the other party. If the Licensee terminates or refuses to renew its membership in MSC I, then this Agreement will immediately terminate and there would be no repayment or return of the License Fee.

11. Notices. All notices hereunder shall be in writing and shall be deemed effective when: (i) either personally delivered or (ii) mailed, postage prepaid, by certified mail, return receipt requested, to the respective addresses set forth below:

If to MSCI:

Metals Service Center Institute
Attention: Chris Marti
4201 Euclid Avenue
Rolling Meadows, Illinois 60008

If to Licensee, to the address set forth above.

12. Severability. Should any provision of this Agreement be found to be void or unenforceable, the same shall in no way affect the enforceability of any other provision of this Agreement.

13. Governing Law and Choice of Forum. This Agreement shall be governed by the laws of the State of Illinois without regard to that state's conflict of laws rules. If either party intends to adjudicate a claim under this Agreement, then both parties agree to bring such a claim in the Circuit Court of Cook County, in the State of Illinois. The parties agree that if such a claim is brought, the prevailing party is entitled to recover its reasonable attorney fees incurred in connection with such a claim.

14. Sole Agreement; Modifications. This Agreement represents the entire agreement and understanding of the parties with respect to its subject matter and may not be modified except in writing signed by both parties.

15. Waiver. The failure of either party at any time to enforce any provisions of this Agreement, to exercise its rights under any provision hereof, or to require a certain performance of any provision hereof shall in no way be construed as a waiver of such provision, nor in any way affect the validity of this Agreement or the right of such party thereafter to enforce each and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Metals Service Center Institute

Licensee

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____