

LICENSE AGREEMENT

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3. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

- 3.1. THE MATERIALS ARE PROVIDED TO LICENSEE “AS IS” WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OF NON-INFRINGEMENT. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE MATERIALS WILL MEET LICENSEE’S REQUIREMENTS.

3.2. IN NO EVENT WILL LICENSOR OR ANY OF ITS AFFILIATES, OR EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS OR AGENTS BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOST PROFITS, INTERRUPTION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LICENSEE'S USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE MATERIALS, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO LICENSEE UNDER THIS AGREEMENT, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHERWISE.

4. INDEMNITY

4.1. Licensee shall indemnify, defend and hold Licensor harmless from and against any third-party claim, demand, cause of action, debt or liability (including reasonable attorneys' fees and expenses) (collectively, "**Claim**") brought to the extent such Claim arises from a claim that Licensee's use of the Materials (including derivative works thereof) infringes or otherwise violates or misappropriates any intellectual property right of a third party. This Section 4.1 will survive termination of this Agreement.

5. TERM AND TERMINATION

5.1. The term of this Agreement will commence on the Effective Date and will continue in perpetuity until terminated by Licensor in accordance with Section 5.2.

5.2. Licensor may terminate this Agreement at any time upon written notice to Licensee. Such termination is effectively immediately. Upon termination of this Agreement, all rights granted to Licensee (including but not limited to the license in Section 1.1) will immediately terminate and Licensee shall, at Licensor's discretion, return or permanently destroy or erase, as applicable, all copies of the Materials in Licensee's possession or to which Licensee has access.

6. MISCELLANEOUS

6.1. Entire Agreement. This Agreement, including any restrictions on use that Licensor has or may provide to Licensee from time to time, is the entire agreement of the parties regarding the subject matter hereof and supersedes all prior agreements, understandings and negotiations whether written or oral regarding the subject matter hereof.

6.2. Notices. Notices for a party shall be sent to that party by registered or certified mail, or hand delivered to the address specified in the first paragraph of this Agreement or to such other address as a party designates in writing.

6.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of laws provisions.

6.4. Agreement, Successors and Assigns. Licensee may not resell, assign or transfer this Agreement or any of its rights hereunder unless the Agreement is transferred to a third party along with substantially all of Licensee's assets.

- 6.5. No Relationship. Licensor and Licensee are independent contractors and this Agreement will not be construed to create a joint venture, partnership or the relationship of principal and agent between the parties, nor to impose upon either party any obligations for any losses, debts or other obligations incurred by the other party except as expressly set forth herein.
- 6.6. Survival. Termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth in this Agreement that (a) the parties have expressly agreed will survive any such expiration or termination, or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.
- 6.7. Waiver and Amendment. No change in any term or condition of this Agreement is valid or binding unless mutually agreed to by both parties in writing.

UNIVERSAL POWER GROUP, INC.

[LICENSEE]

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____