"LICENSED FROM UCLA TECHNOLOGY DEVELOPMENT GROUP" LOGO
LICENSE AGREEMENT

This Logo License Agreement ("**Agreement**") is entered into and effective as of the date of last signature (the "**EFFECTIVE DATE**"), between {Company} ("**LICENSEE**"), having a principal place of business at {Company Address} and The Regents of the University of California, a California public corporation, having its statewide administrative offices at 1111 Franklin Street, 12th Floor, Oakland, CA 94607-5200 ("**THE REGENTS**"), acting through The Technology Development Group of the University of California, Los Angeles ("**UCLA**"), located at 10889 Wilshire Boulevard, Suite 920, Los Angeles, CA 90095-7191. LICENSEE and THE REGENTS may be referred to individually as Party ("**Party**") and collectively as Parties ("**Parties**") in this Agreement.

WHEREAS, THE REGENTS possesses certain trademarks related to the term "Licensed From UCLA," within which is included the LOGO (as defined below).

WHEREAS, LICENSEE has entered into a LICENSE (UC Agreement Control Number {UC Agreement Control #}) with THE REGENTS, with the intent of commercializing the Regents Intellectual Property (the "**LICENSED TECHNOLOGY**") derived at UCLA (the "**LICENSE**") and LICENSEE wishes to use the LOGO in general relation to commercializing the licensed rights.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement LICENSEE and THE REGENTS agree as follows:

1 - GRANT OF LICENSE AND REPORTS

1.1 Notwithstanding Section 9 (USE OF NAMES AND TRADEMARKS) of the LICENSE and subject to the terms and conditions of this Agreement, THE REGENTS hereby grants to LICENSEE a nonexclusive license under The Regents' interest in the LOGO, within the same territory and field of use as the LICENSE, solely for use in connection with any product or process covered by the LICENSE; LICENSEE has no right to sublicense.

"LOGO" means the logo or logos included as Exhibit A to this Agreement, or any revision thereto specified by THE REGENTS in writing. For clarity, LOGO does not include any mark or rights in any trademark, service mark, logo, mascot, likeness, or brand of UCLA that is not expressly provided for herein.

1.2 Unless otherwise terminated according to the terms herein, the term of thAgreement shall be the earlier of three years or the termination of the LICENSE. For clarity, LICENSEE's rights under this Agreement shall terminate immediately upon termination of the LICENSE and this Agreement is only valid with a current LICENSE in effect between the Parties.

1.3 LICENSEE shall use the LOGO for the sole purpose of conveying the fact that certain intellectual property rights relating to the LICENSED TECHNOLOGY were derived from UCLA. LICENSEE shall not use the LOGO in any way that states or implies that UCLA or THE REGENTS endorses, sponsors, designs, or markets the LICENSED TECHNOLOGY. LICENSEE shall only use the LOGO on materials

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marketing LICENSED TECHNOLOGY. LICENSEE shall not use the LOGO on any product incorporating the LICENSED TECHNOLOGY or packaging therefor.

2 – QUALITY CONTROL

2.1 LICENSEE's specific use, format, and implementation of the LOGO shall in no way demean, degrade, or hinder the good will of THE REGENTS, UCLA (including UCLA Technology Development Group). If at any time, UCLA, in its sole discretion, determines that any specific use of the LOGO is not acceptable to UCLA, UCLA will notify LICENSEE in writing and LICENSEE must revise use of the LOGO to the satisfaction of UCLA.

2.2 Without limiting Paragraph 2.1 above, LICENSEE's use of the LOGO shall be in a form to be provided to LICENSEE from time-to-time by UCLA ("the FORM"). The FORM shall include UCLA's requirements for the appearance and use of the LOGO, including by way of example only, any certain minimum and maximum size, prescribed fonts, prescribed color(s), etc. LICENSEE shall promptly alter its use of the LOGO to use any revised FORM provided by UCLA.

2.3 LICENSEE shall permit UCLA or its authorized representative at all reasonable times to inspect, during the term of this Agreement, LICENSEE's marketing materials, marketing plans or proposals, and any and all materials in relation to LICENSEE's use of the LOGO for the purposes of performing an audit of LICENSEE's conformity with the standards of character and quality of service directed by UCLA.

2.4 Unless otherwise agreed to in writing by the Parties, no less than thirty (30) days prior to any use of the LOGO, LICENSEE shall provide to UCLA a sample of how the LOGO will be used, and if used in a digital medium, access to such digital medium which shows the exact use of the LOGO shall be provided to UCLA. If LICENSEE displays, or allows a user of LICENSED TECHNOLOGY to display, LOGO on a webpage, then the LOGO must be provided as a hyperlink connecting back to UCLA-TDG website (https://tdg.ucla.edu). If at any time UCLA provides any objection to such use or requests alteration of the use, LICENSEE shall immediately comply with such demands.

2.5 Along with the progress reports due from LICENSEE to UCLA under the LICENSE(S), but in no event less frequent than annually, LICENSEE shall provide to UCLA a written report describing the general nature and extent of its use of the LOGO in the period of time since LICENSEE's last such report.

3 – TRADEMARK RIGHTS

3.1 LICENSEE covenants that it will not do any act or permit any act or thing to be done or carried out, in derogation of any of The Regents' rights in the LOGO or related trademarks.

3.2 If LICENSEE asserts the invalidity or unenforceability of any trademarks included in or comprising the LOGO, including by way of litigation or administrative proceedings, either directly or through any other party, then THE REGENTS shall have the right to immediately terminate this Agreement, any license or other agreement with LICENSEE (including but not limited to any LICENSE(S)), upon written notice to LICENSEE.

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3.3 THE REGENTS shall control all aspects of maintaining and enforcing the LOGO, and any trademarks included therein. LICENSEE acknowledges The Regents' ownership of the LOGO and such trademarks. Upon becoming aware of any infringement of the LOGO or any trademark included therein by any third party, LICENSEE shall promptly notify UCLA of such infringement. If either Party is accused of infringing the trade or service mark of a third party through the use of the LOGO, it shall promptly notify the other Party.

4 - NO WARRANTIES; LIMITATION OF LIABILITY

4.1 **THE REGENTS** MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE DISTRIBUTION, PRODUCTION, MODIFICATION, USE, OFFER FOR SALE, SALE, DISPLAY OF THE **LOGO** WILL NOT INFRINGE UPON ANY RIGHTS OF ANY THIRD PARTY.

4.2 **LICENSEE** ASSUMES THE ENTIRE RISK AS TO USE OF THE **LOGO** AND **LICENSED TECHNOLOGY**. THE **LOGO** IS BEING PROVIDED TO LICENSEE "AS IS." THE REGENTS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO RESPONSIBILITIES WHATEVER WITH RESPECT TO DESIGN, DEVELOPMENT, PRODUCTION, USE, DISTRIBUTION, DISPLAY, IMPORTATION, SALE OR OTHER DISPOSITION BY **LICENSEE** OR ANY OTHER PERSON OR ENTITY OF THE **LOGO** OR **LICENSED TECHNOLOGY**.

5 –WARRANTIES AND COVENANTS

5.1 LICENSEE represents, warrants and covenants that: (a) LICENSEE will maintain in effect commercial general liability insurance, including product liability insurance and errors and omissions insurance which shall protect LICENSEE and THE REGENTS with respect to the events covered by LICENSEE's obligations to indemnify THE REGENTS under any LICENSE with the Regents; (b) such insurance policy will provide reasonable coverage for all claims with respect to any LICENSED TECHNOLOGY manufactured, used, sold, licensed or otherwise distributed by LICENSEE and specify THE REGENTS as an additional insured; (c) upon THE REGENTS request, LICENSEE will furnish to THE REGENTS a certificate of such insurance; (d) LICENSEE will not breach any license (including but limited to the LICENSE(S)) or any research agreement with the Regents.

6 - TERM AND TERMINATION

6.1 The Term ("Term") of this Agreement shall began on the EFFECTIVE DATE and shall remain in effect for a period of three (3) years unless terminated earlier as described below ("**Term**").

6.2 THE REGENTS may terminate this Agreement without cause upon thirty (30) days written notice to LICENSEE. If THE REGENTS terminates this Agreement, solely under this Paragraph, LICENSEE may use any materials containing the LOGO that had already been produced as of THE REGENTS' notice of termination so long as the LICENSE is still in effect, and unless such termination is due to THE

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REGENTS determination that LICENSEE, is in breach, or conflict, with any other agreement that THE REGENTS is a party to

6.3 If LICENSEE ceases to carry on its business, LICENSEE makes or attempts to make an assignment for the benefit of creditors, or if proceedings in bankruptcy or insolvency are instituted on behalf of or against LICENSEE, this Agreement shall automatically terminate.

6.4 THE REGENTS may terminate this Agreement immediately (i) upon any unapproved use of the LOGO or other THE REGENTS trademark by LICENSEE (ii) LICENSEE, is in breach, or conflict, with any other agreement that THE REGENTS is a party to.

6.5 LICENSEE has the right to terminate this Agreement at any time upon thirty (30) days' written notice to THE REGENTS.

6.6 Upon any termination of this Agreement, and except as provided herein to the contrary, all rights and obligations of the Parties hereunder shall cease, except any previously accrued rights and obligations and further all other terms, provisions, representations, rights and obligations contained in this Agreement that by their sense and context are intended to survive until performance thereof by either or both Parties.

7 - NOTICES

7.1 Any notice, request, or report required or permitted to be given or made under this Agreement by either Party shall be sent to:

To THE REGENTS
University of California, Los Angeles
Technology Development Group
10889 Wilshire Boulevard, Suite 920
Los Angeles, CA 90095-7191
Attention: Contracts Management Team
Ref:

To LICENSEE

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8- MISCELLANEOUS PROVISIONS

8.1 THE REGENTS and LICENSEE agree that this Agreement sets forth their entire understanding concerning the subject matter of this Agreement, and no modification will be effective unless both Parties agree to it in writing.

8.2 All LOGOS distributed by LICENSEE shall contain trademark notices, as applicable, in appropriate locations and forms. Such notices shall be consistent with any instructions which might be provided by THE REGENTS; and shall include all copyright and other notices in the form supplied by THE REGENTS. Except as expressly provided in this Agreement, LICENSEE agrees to refrain from using the name of THE REGENTS in publicity or advertising without the prior written approval of THE REGENTS.

8.3 No waiver by either Party of any breach of this Agreement, no matter how long continuing or how often repeated, is a waiver of any subsequent breach thereof, nor is any delay or omission on the part of either Party a waiver of the same.

8.4 LICENSEE may not assign this Agreement without the prior written consent of THE REGENTS and shall not pledge any of the rights hereunder as security for any creditor; any attempted pledge will be void from the beginning. If proceedings in voluntary or involuntary bankruptcy or insolvency are instituted on behalf of or against LICENSEE, this Agreement and all rights associated with this Agreement shall automatically terminate. The relationship between the Parties is that of independent contractors. Neither Party is an agent of the other in connection with the exercise of any rights hereunder.

FOR LICENSEE	THE REGENTS
By: _____	By: _____
Name:	Name:
Title:	Title: Choose an item.
Date: _____	Date: _____

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