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2.4 Licensee shall not act in any manner that would or might compromise Licensor's ownership of the Mark(s), or similarly affect the value or the goodwill pertaining to the Mark.

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- 3.4 Licensee shall indemnify, defend and hold harmless Licensor, the Internet Engineering Task Force, the Internet Research Task Force, the Internet Society, the Internet Architecture Board, the Internet Engineering Steering Group, the IETF Administration LLC, and their respective employees, officers, directors, trustees, members, agents and contractors from and against any and all loss, liability, damage, judgment, settlement, cost and expense incurred by or awarded against them arising from any breach by Licensee of any provision of this License Agreement, any use of any Mark by Licensee or its affiliates or any product or service offered or sold by Licensee or its affiliates.

4. Term and Termination.

- 4.1 This License Agreement shall commence as of the date it is signed by Licensor (which acceptance Licensor shall confirm to Licensee in a written or electronic transmission) and shall remain in effect until the end of the License Term, unless terminated earlier (a) by either party upon written notice to the other, or (b) upon Licensee's material breach of any provision of this License Agreement.
- 4.2 Upon termination of this License Agreement, Licensee shall discontinue any further use of the Marks and destroy or delete all materials in its possession or control bearing any of the Marks, other than as needed to deplete its then-existing inventory of materials bearing such Marks, for a period of up to thirty (30) days following the date of termination, except such depletion provision shall not apply where the termination was due to Licensee's breach of this Agreement. The provisions of Section 3 and 5.3 hereof shall survive any termination of this Agreement in accordance with their terms.

5. Miscellaneous.

- 5.1 This License Agreement, and the licenses, restrictions and obligations set forth herein, shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- 5.2 All notices or other communications required or permitted hereunder (collectively, "Notices") shall be in writing or delivered electronically and shall be deemed given when: (i) delivered personally; (ii) sent by confirmed facsimile or email to a functioning email address; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested; or (iv) one (1) day after deposit with a commercial overnight carrier specifying next day delivery, with written verification of receipt. All communications shall be sent, in the case of Licensor to the address set forth below and in the case of Licensee to the address set forth on Exhibit A or to such other address as shall be furnished in writing by Licensor or Licensee, as the case may be, to the other.

If Licensor, the applicable contact information will be:

IETF Trust
[INCLUDE NEW ADDRESS]
Email: [UPDATE EMAIL]

- 5.3 This License Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles. Each party hereby consents to the personal jurisdiction of the Commonwealth of Virginia. Any action arising out of or relating to this License Agreement shall be brought exclusively in the state or federal courts of the Commonwealth of Virginia.
- 5.4 The provisions of this License Agreement, together with the other documents referred to herein, contain the entire agreement between the parties relating to the subject matter hereof. This License Agreement may not be amended or modified in any manner except by an instrument in writing signed by the parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this License Agreement to be executed on its behalf by its officers or representatives thereunto duly authorized, as of the date first above written.

IETF TRUST	LICENSEE
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A:

Licensee:		
Name: Address:		
Email:		
Licensed Marks:		
Licensed Purpose:	 	
License Term:		