

## TRADEMARK LICENSE AGREEMENT

**INTRODUCTION.** This is a perpetual, non-exclusive, royalty-free license to use the mark THE UR-QUAN MASTERS granted under the terms and conditions below.

**WHEREAS,** Stardock Systems, Inc., a Michigan corporation, with a principal place of business at 15090 Beck Road, Plymouth, Michigan 48170 (“Licensor”), is the owner of the trademark and service mark THE UR-QUAN MASTERS (the “Mark”) via, *inter alia*, use of the mark by Atari, Inc., its predecessor in interest and, more recently, Licensor’s ongoing sale of the Star Control II game via Good Ole Games, Inc. (“GOG”).

**WHEREAS,** Serge van den Boom, an individual located at \_\_\_\_\_ (“Licensee”) is currently using the Mark in connection with the website located at <http://sc2.sourceforge.net/> (the “Website”), pages from which are set forth as Exhibit A thereto, and desires to continue such use as shown in **Appendix A**; and

**WHEREAS,** Licensor is satisfied with the manner in which the mark is currently used at the Website and, to avoid any dispute or misunderstandings, wishes to grant Licensee a license to continue such use the Mark so that use of the Mark on the Website can be maintained.

**NOW, THEREFORE,** the parties hereby agree as follow;

- Grant:** For good and valuable consideration, the receipt of which is hereby acknowledged by Licensee, Licensor hereby grants to Licensee, on a royalty-free basis, the non-exclusive right and license to use the Mark as currently used at the Website, exemplary pages from which are shown in Appendix A.
- Quality:** Licensee is permitted to use the Mark in connection with the Website in the manner currently used, exemplary pages from which are set forth in Appendix A. Licensor is satisfied with the manner in which the mark is currently being used via the Website, and such use pursuant to this license shall remain of a quality satisfactory to Licensor. Licensor hereby adopts the standard of quality heretofore applied by Licensee for the use of the Mark, which standard shall be maintained by Licensee and shall be deemed satisfactory to Licensor. Licensor shall, however, be notified of any material changes to the manner in which the Mark is used via the Website and shall be the sole judge of whether Licensee adheres to the standard of quality adopted herein.
- Ownership:** Licensee recognizes and acknowledges that the Mark and all associated rights and goodwill is the exclusive property of Licensor, and that all rights resulting from Licensee’s use of the Mark shall inure to the benefit of Licensor. Without the express permission of Licensor, Licensee shall not register or use any trade or service mark confusingly similar to the Mark or take any action to dilute, misuse, or otherwise detract from the value of the Mark.

4. **Indemnifications:** Licensee shall indemnify, defend, and hold Licensor harmless from and against any and all claims, damages, liabilities, and costs associated with Licensee's use of the Mark other than as authorized herein.

5. **Term & Termination:** This Agreement shall remain in place until terminated. Licensor shall be entitled to terminate this Agreement at any time, without cause, upon providing fifteen (15) days prior notice to Licensee. Upon any such termination, Licensee shall immediately discontinue any use of the Mark, and shall take whatever action that Licensor directs with respect to the disposition of any branding or other materials that bears the Mark.

6. **No Sublicensing or Assignment:** Licensee may not sublicense, assign, or otherwise transfer this Agreement or the rights appurtenant thereto without the prior written consent of Licensor.

7. **Entire Agreement:** This License Agreement sets forth the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements. The terms of this License Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns.

8. **Effective Date & Governing Law:** This License Agreement shall be effective as of the last date of signing by a duly authorized representative below, and shall be governed, construed, and enforced in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties, having caused this Agreement to be executed, do hereby warrant and represent that their respective signatories, whose signatures appear below, have been and are on the date of this document duly authorized by all necessary and appropriate corporate action to execute this Agreement.

**STARDOCK SYSTEMS, INC.** \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

# APPENDIX A

	<a href="#">News</a>   <a href="#">Info</a>   <a href="#">Team</a>   <a href="#">Screenshots</a>   <a href="#">Downloads</a>
	<a href="#">Wiki</a>   <a href="#">Bug Database</a>   <a href="#">Forum</a>   <a href="#">Links</a>
	<a href="#">Petition</a>

## About

### The Ur-Quan Masters

The project started in August 2002, when [Toys For Bob](#) released the partially ported sources of [Star Control 2](#) 3DO version to the fan community. Our goal is to port this wonderful game to current personal computers and operating systems. It is and will remain 100% free of charge, and anyone can contribute to the project and thus help make it even better. For more information, look at our [info](#) page.

## News

### Compatibility Release for macOS 10.14 and onwards (Sunday, May 6 2018)

If you are using macOS 10.13.4, you may have noticed a warning that UQM [needs to be updated to improve compatibility](#). Apple has announced that macOS 10.13 High Sierra would be the last version of macOS to run 32-bit apps "without compromise".

We have now created and released a fresh build of UQM 0.7.0 that has rebuilt not only the main program but also all of its libraries for maximum compatibility backwards and forwards. We have tested it on 10.7 Lion, 10.9 Mavericks, and 10.13 High Sierra—it is our belief that it should work even on 10.6 Snow Leopard. We also expect that this edition will work without compromise on future Intel Macs for some time to come. You can get it from [our downloads page](#).

### Compatibility Source Code Release for Modern Linux (Sunday, January 21 2018)

Recent releases of GCC have trouble compiling UQM 0.7.0 from its source release. We have created a new source update that has been tested on the current stable versions of Debian, Fedora, and OpenBSD. You can get it from [our downloads page](#). Note that this is purely a change to build-time configuration and logic: nothing about this release has changed the the resulting program. If you have a working build of UQM 0.7.0, you don't need to take this update.

### Compatibility Release for macOS Sierra (Sunday, September 25 2016)

The release of macOS Sierra has finally removed some of the old graphics and sound APIs that our releases of UQM depended on. We have created a new macOS package for