
and/or costs (including, but not limited to attorney's fees) arising from its breach of any of its warranties in Section 6 herein.

B. Indemnification by Licensee. Licensors will indemnify and hold harmless Licensee, its officers, directors, and employees from any and all third party claims, liability, damages, and/or costs (including, but not limited to attorney's fees) arising from its breach of any of its warranties in Section 5 herein or breach of the license grant in Section 6 herein.

8. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST REVENUES OR LOST PROFITS OR OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCURRED BY ANY PERSON, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

9. MISCELLANEOUS TERMS

A. Assignability. The license granted hereunder is personal to Licensee and shall not be assigned by any act of Licensee or by operation of law unless in connection with a transfer of substantially all of the assets of Licensee, or with the consent of Licensors.

B. Choice of Law/Jurisdiction This Agreement shall be governed in accordance with the laws of the State of [insert State], without regard to its choice of law or conflicts of law provisions. The parties consent to the jurisdiction of all such courts.

C. Successors. The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

D. Waiver/Severability. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

E. Notice Between the Parties. Any notice required to be given pursuant to this Agreement shall be in writing and delivered personally to the other designated party at the above-stated address or mailed by certified or registered mail, return receipt requested or delivered by a recognized national overnight courier service. Either party may change the address to which notice or payment is to be sent by written notice to the other in accordance with the provisions of this paragraph.

F. No Joint Venture. The relationship between Licensors and Licensee is that of independent contractors, and nothing herein shall be construed as creating an employment, partnership, or a joint venture between them. Neither Party shall have the right to bind the other Party to any obligation or liability whatsoever.
