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M-LOK Licensing Contact and Licensed Product Information Sheet

So that Magpul representatives can reach the appropriate contact within your organization with updates, information, and to address any issues or alleviate any concerns, please complete the following contact form:

PLEASE PRINT LEGIBLY

COMPANY NAME	Oberland Arms KG		
COMPANY ADDRESS	Am Hundert 3		
CITY	82386 Huglfing		ZIP
STATE	Bavaria / Germany		

CONTACT NAME	Matthias HAINICH		
CONTACT E-MAIL	hainich@oberlandarms.com		
CONTACT PHONE	+49-8802-914750		

Identification of Licensee’s Planned Licensed Product

The M-LOK License is only available for Licensed Products as defined in Section 1 of the attached M-LOK License.

To obtain a free license to the M-LOK Technical Data Package and trademark, Licensee must submit a description of its planned Licensed Product(s) to Magpul using the form below. If Licensee wishes at any later time to modify and/or add to its planned Licensed Product(s), Licensee must notify Magpul in writing, by submitting another Licensing Contact and Licensed Product Information Sheet, of such modified or additional products in order for them to qualify as “Licensed Products.”

Description of Planned Licensed Product (Complete all that apply)	<input checked="" type="checkbox"/> Firearm accessory mounting surfaces	Handguards
	<input type="checkbox"/> Protective helmet mounting surfaces	
	<input type="checkbox"/> Compatible accessories designed to attach to M-LOK surfaces (Please Describe):	_____
	<input type="checkbox"/> Other (Please Describe):	_____



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A note to current and future potential industry partners about the requirement for a free licensing agreement for the M-LOK system:

Magpul developed the M-LOK system with full intention of sharing freely with anyone who wanted to adopt this standard in order to promote a universal attachment system that was durable, usable, and easy to manufacture. After careful consideration, we have chosen to offer this system under a free licensing arrangement, in order to protect both manufacturers and consumers from incompatibility and counterfeiting issues.

Offering the TDP and trademark use under free license accomplishes several things. First and foremost, it helps to make sure that manufacturers who choose to use the system are kept informed of any developments and updates. Second it helps to ensure that anyone using the M-LOK logo is producing parts that are within specifications, and will be compatible with all other components made to the specification. This provides redress in the event that someone produces a non-compliant accessory or surface to prevent marketplace confusion, and also helps the consumer know that his parts and accessories from various manufacturers will all work together.

The complete TDP and Magpul support for questions and concerns is available at absolutely no cost to anyone who completes the agreement. There are no obligations in the agreement besides adhering to the TDP for any products that you make for the system, notifying Magpul of the general nature and use of your M-LOK-compliant products, and proper use of the appropriate trademarks and logos, where applicable.

Please review the included Information and FAQ as an introduction to M-LOK. If you are interested in using M-LOK slots in your products and/or producing compatible accessories, please complete this form and the free licensing agreement and return to Drake Clark: dclark@magpul.com. You will then receive the complete TDP. M-LOK T-Nut pricing will also be provided if you wish to purchase finished hardware from Magpul. Please allow 72 hours for license processing and approval for TDP access.



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M-LOK LICENSE

1. License Grant. As of the date of later signature below, Magpul Industries Corp. (“Magpul”) grants the undersigned Licensee a limited, non-exclusive, non-transferable, royalty-free license, without right to sublicense, to (1) use the Magpul M-LOK System Technical Data Package delivered herewith, including all information contained therein (the “TDP”) for Licensee’s own internal purposes in developing a Licensee-branded a) firearm accessory mounting surface, b) protective helmet mounting surface, c) compatible accessory(ies) designed to attach to M-LOK surfaces, and/or d) other mounting application, in each case complying with the M-LOK Standard (the “Standard”) as described in the TDP (each, a “Licensed Product”), (2) use the M-LOK word and logo marks (the “Marks”) solely on or with reference to Licensed Products and solely for the purpose of designating compliance of the Licensed Product with the Standard and (3) practice the inventions claimed by U. S. Patent Nos. 8,925,236, 9,239,209, and 9,239,210 as well as any continuations and foreign counterparts to those patents (the “M-LOK Patents”) for purposes of making, using, and selling Licensed Products complying with the Standard.

2. Limitations on License. Except for the licenses granted in Section 1, Magpul retains full and exclusive right, title and interest in and to the TDP, the Marks, the M-LOK Patents, and all related patents, trademarks, copyrights and proprietary or trade secret rights. No use of the TDP, Marks, or M-LOK Patents (or of any part thereof) other than expressly authorized by this License is permitted. No right is granted to Licensee to reproduce, distribute, market, or license the TDP (or any part thereof), or to assign any rights hereunder, to third parties, other than the right to allow Certified Vendors (as defined below) manufacturing on behalf of Licensee to use the TDP to manufacture Licensee’s products in compliance with the Standard. All uses of the Marks by Licensee and any goodwill generated thereby shall inure solely to Magpul’s benefit.

3. Export Control Warning. The M-LOK System and TDP are subject to U.S. export control laws and regulations. As part of the express consideration provided for receipt of the M-LOK TDP, the undersigned acknowledges and agrees that it will not export, re-export or otherwise transfer, directly or indirectly, the M-LOK System and TDP or related technical information provided by Magpul in violation of U.S. law, and shall be responsible for obtaining any necessary U.S. government authorization as required to ensure compliance with all applicable laws.

4. Confidentiality and Protection of Rights. Licensee agrees to hold the TDP within its own organization and shall not use in any manner, publish, communicate or disclose any part of the TDP to third parties other than employees or subcontractors of Licensee who have a need for such access and who are bound by a written agreement at least as protective as this Section 4 to maintain the secrecy of third party confidential information (each such subcontractor, a “Certified Vendor”). Licensee will take such steps as are consistent with Licensee’s protection of its own most sensitive confidential information (but will in no event exercise less than reasonable care) to protect the confidentiality of the TDP. Licensee agrees not to remove or destroy any trademark or copyright notice or confidentiality legends placed upon or contained within the TDP.

5. Trademark Usage. Licensee shall use the Marks only in the precise format communicated to Licensee by Magpul from time to time. Licensee shall at all times, and in accordance with any instructions provided by Magpul, make appropriate use of trademark symbols in conjunction with the use of the Marks. Licensee shall not alter, mutilate, dilute, create derivative forms of, or otherwise change the format of the Marks in any way. Without limiting the foregoing, Licensee shall not use the Marks with Licensee’s or any third party’s marks in such a way so as to create a composite mark. Licensee warrants that the Licensed Products offered under the Marks will be at a level of quality that reflects positively on the M-LOK system and M-LOK brand in the judgment of the Licensor. At Magpul’s request, Licensee will provide Magpul with reasonable information regarding its Licensed Products, including without limitation, samples of use of the Marks on the Licensed Products and dates of first use of the Marks on the Products, to enable Magpul to protect its Marks.

6. Patent Marking. Licensee shall give notice to the public that Licensed Product is subject to patent protection by fixing “Patent <https://www.magpul.com/ip>” on all Licensed Product or, if this cannot be done given the size or shape of the product, by placing this information on the product’s packaging.

7. Disclaimer of Warranties; Limitation of Liability. THE TDP AND THE MARKS ARE PROVIDED “AS IS.” MAGPUL DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING ALL WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. MAGPUL SHALL HAVE NO RESPONSIBILITY TO PROVIDE LICENSEE WITH ANY TRAINING, TECHNICAL SUPPORT,



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8. Termination. Magpul shall be entitled to terminate the license rights granted hereunder at any time on written notice to Licensee. Upon termination, Licensee shall cease using the TDP and Marks with regard to any products not then in production. Licensee shall immediately return to Magpul or certify to Magpul that it has destroyed all copies (including all copies stored in computer memory) of the TDP and all other information and documentation provided by Magpul to Licensee.

9. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights or obligations of Licensee hereunder may be assigned or delegated without the prior written consent of Magpul. This Agreement, including the attached M-LOK Licensing Contact and Licensed Product Information Sheet “Cover Sheet”), and any subsequent Cover Sheets submitted by Licensee to Magpul, sets forth the entire agreement and understanding between the parties as to its subject matter and supersedes all prior discussions and agreements, oral or written. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the parties. The provisions of the Agreement are severable, and if any provision is held to be invalid or unenforceable, such provision shall be stricken from the Agreement, and the balance of this Agreement shall have its intended full force and effect.

MAGPUL INDUSTRIES CORP.

By: _____
Title: _____
Date: _____

Oberland Arms KG (“Licensee”)

By: Matthias HAINICH
Title: owner
Date: 24. June 2021 