LICENSE AGREEMENT

Carnegie Mellon University – <COMPANY>

This Agreement (hereinafter "this Agreement") entered into as of <DATE> ("Effective Date") by and between Carnegie Mellon University, a Pennsylvania not-for-profit corporation, having a principal place of business at 5000 Forbes Avenue, Pittsburgh, PA 15213 ("Carnegie Mellon") and <COMPANY>, a <STATE OF INCORPORATION> <TYPE OF CORPORATION>, having a principal place of business at <ADDRESS> ("Licensee").

Witnesseth

Whereas, Carnegie Mellon owns certain rights in certain technology relating to <_____>, and is interested in licensing same;

Whereas, Licensee desires to acquire rights in and to that technology upon the terms and conditions herein set forth;

Now Therefore, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

1. Certain Definitions ("Defined Terms")

1.1. **"Code"** shall mean Source Code and Object Code collectively.

1.2. **"Object Code"** shall mean code, substantially or entirely in binary form, which is intended to be directly executable by a computer after suitable processing but without the intervening steps of compilation or assembly.

1.3. **"Source Code"** shall mean code, other than Object Code, and related source code level system documentation, comments and procedural code, such as job control language, which may be printed out or displayed in human readable form.

1.4. **"Copyrights"** shall mean Carnegie Mellon's copyrights in the Licensed Technology.

1.5. **"Licensed Technology"** or **"Technology"** shall mean (a) the technology described in Attachment A on an "as is" basis on the Effective Date, and (b) the trade secrets, know-how, design architecture, and algorithm(s) including related Code and related Copyrights, owned by Carnegie Mellon [and/or for which Carnegie Mellon has the right to license] and specifically related to the technology described in Attachment A, on an "as is" basis on the Effective Date.

1.6. **"Derivative"** shall mean computer software or other intellectual property developed by Licensee, which includes, or is based in whole or in part on, the Licensed Technology, including, but not limited to, translations of the Licensed Technology to other foreign or computer languages, adaptation of the Licensed Technology to other hardware platforms,

abridgments, condensations, revisions, and software incorporating all or any part of the Licensed Technology which may also include Licensee-created modifications, enhancements or other software.

1.7. **"Licensed Product"** or **"Product"** shall mean any product and/or service which constitutes, is based on, incorporates or utilizes, wholly or in part, Licensed Technology and/or any and all Derivatives.

1.8. **"Year"** refers to contract years of this Agreement, i.e. a twelve (12) month period starting with the date (or anniversary) of the Effective Date.

1.9. **"Dispose"** or **"Disposition"** shall mean the use, sale, lease or other transfer.

1.10. **"Revenue"** shall mean the U.S. Dollar value of all consideration realized by Licensee for the Disposition of Licensed Product(s).

1.11. **"Dollar", "U.S. Dollar"** and **"$ U.S."** shall mean lawful money of the United States of America.

1.12. **"Prime Rate"** shall mean the prime rate in the Wall Street Journal newspaper in its "Money Rates" column on the Effective Date.

1.13. **"Field of Use"** shall mean < DEFINE FIELD(S) OF USE >.

1.14. **"Creators"** shall mean person or persons who create an item of intellectual property under conditions governed by the Carnegie Mellon Intellectual Property Policy and licensed under this Agreement.

1.15. **"Creator-Founders"** shall mean Creator(s) who wish to organize and participate in Licensee, namely <NAMES>.

1.16. ***"Non-Founder Creators"*** *shall mean Creator(s) who do not wish to participate directly in Licensee, namely <NAMES>.*

1.17. **"Qualified IPO"** shall mean an underwritten initial public offering by Licensee under the Securities Act of 1933, as amended, for its own account pursuant to a registration statement on Form S-1 or its equivalent where the valuation of Carnegie Mellon's initial x% equity interest in Licensee immediately preceding such offering (and without giving effect thereto) is at least Four Million Dollars (U.S. $4,000,000).

1.18. **"Qualified Sale"** shall mean (i) a cash merger of Licensee with another entity in which, based upon the aggregate cash consideration delivered to Licensee's Owners, the valuation of Carnegie Mellon's _____ percent (x%) equity interest in Licensee is at least Four Million Dollars (U.S. $4,000,000) or (ii) a sale of substantially all the assets of Licensee to a third party in which, based upon the net proceeds from such sale distributed to the Owners of Licensee, the

valuation of Carnegie Mellon's initial _____ percent (x%) equity interest in Licensee is at least Four Million Dollars (U.S. $4,000,000).

1.19. **"Change of Control Event"** shall mean (i) a Qualified IPO, (ii) a Qualified Sale, or (iii) an event after which the Owners of Licensee other than the Creator-Founders own 50% or more of Licensee.

1.20. **"Shares"** shall mean any of the following held by an Owner: (a) any limited liability company ("LLC") units, capital stock or other equity interest in the Licensee; (b) any warrants, options or other rights to subscribe for or to acquire, directly or indirectly, LLC units, capital stock or other equity interest in the Licensee, whether or not then exercisable or convertible; (c) any LLC units, stock, notes, other securities, or other equity interest which is convertible into or exchangeable for, directly or indirectly, LLC units, capital stock, or other equity interest in Licensee, whether or not then convertible or exchangeable; and (d) any equity securities issued or issuable directly or indirectly with respect to the securities referred to in clauses (a), (b) and (c) above by way of distribution, stock dividend or stock split or in connection with a combination of LLC units, capital stock, or other equity interest, recapitalization, merger, consolidation or other reorganization. As to any particular securities constituting Shares, such securities will cease to be Shares when they have been transferred in a public sale.

1.21. **"Owner"** shall mean owner of Shares in Licensee.

2. License Grant; Delivery of Licensed Technology

2.1. Carnegie Mellon hereby grants to Licensee, and Licensee hereby accepts, an [exclusive or non-exclusive], [world-wide or Territory] right to use the Licensed Technology to make, have made, use, copy, and otherwise Dispose of Licensed Products in the Field of Use and to create Derivatives for the Field of Use.

Any use of the Licensed Technology to make, have made, use, copy, or otherwise Dispose of Licensed Products outside the Field of Use or to create Derivatives outside the Field of Use shall be a default by Licensee of this Agreement.

2.2. Within five (5) days following the Effective Date, Carnegie Mellon shall provide to Licensee the Code as described in Appendix A on an "AS IS, AS PROVIDED" basis, via secure web download at <https:to insert>

2.3. Licensee shall be entitled to establish all proprietary rights for itself in the intellectual property represented by Derivatives, whether in the nature of trade secrets, copyrights, patents or other rights, provided that Licensee shall promptly notify Carnegie Mellon of Licensee-originated bug fixes to the Licensed Technology, which shall be part of the Licensed Technology and owned by Carnegie Mellon. Any copyright registration by Licensee for Derivatives shall give full attribution to Carnegie Mellon's Copyrights. Carnegie Mellon shall have the right to use Derivatives for research, educational, academic, and/or administrative purposes.

2.4. No right to sublicense the Technology is hereby granted to Licensee except (a) that Licensee may sublicense to its customers Licensed Technology in the ordinary course of business to the extent necessary for use and practice of the Licensed Product Disposed of by Licensee to said customers or (b) with the prior written agreement by Carnegie Mellon. Licensee agrees that any sublicenses granted by Licensee to third parties, other than to customers in the ordinary course of business (even though the prior written agreement by Carnegie Mellon to such a sublicense has been obtained) shall provide that the obligations to Carnegie Mellon under this Agreement, including but not limited to, the obligation to indemnify Carnegie Mellon, the obligation to obtain and maintain insurance to protect Carnegie Mellon and the obligation relating to settlement of claims and/or controversies specified in this Agreement, shall be binding upon such sublicensee as if it were a party to this Agreement, and the economic return to Carnegie Mellon by reason of such sublicense shall be at least as great as if any Disposition by the sublicensee had been a Disposition by Licensee.

2.5. Carnegie Mellon shall have the right to use the Licensed Technology and, free of charge, any product or process developed by Licensee which contains or is based on any of the Licensed Technology and/or Derivatives, for Carnegie Mellon research, educational, academic, and/or administrative purposes.

2.6. Nothing in this Agreement shall restrict academic research or other not-for-profit scholarly activities, which are undertaken at a nonprofit or governmental institution in the Field of Use and/or in the area of Licensed Technology and/or any other areas.

2.7. All Licensed Products shall be Disposed of and performed by Licensee in compliance with all applicable governmental laws, rules, and regulations. Licensee shall keep Carnegie Mellon fully informed of, and shall move expeditiously to resolve, any complaint by a governmental body relevant to the Licensed Products.

2.8. It is a condition of the continued existence of this Agreement that Creators of the Licensed Technology having any rights under Carnegie Mellon's Intellectual Property Policy, who are or become at any time within the two-year period commencing from the Effective Date Owners (other than through distribution of Shares received by Carnegie Mellon or purchase of Shares after a public offering or the sale of substantially all of the assets of Licensee to a third party) or full-time or substantially full-time employees, consultants and/or subcontractors of or to Licensee, must before becoming an Owner and/or employee, consultant and/or contractor, execute and deliver to Carnegie Mellon an assignment to Carnegie Mellon, in the form of Attachment B of this Agreement, of their rights as Creators to receive any amounts that would otherwise thereafter be due to them under Carnegie Mellon's Intellectual Property Policy, under or by reason of implementation of this Agreement. Licensee will be required to provide to Carnegie Mellon the signed assignment from any such Creator, who occupies the status of Owner or full-time or substantially full-time employee, consultant or subcontractor of or to Licensee at any time within the two-year period commencing from the Effective Date. Each such assignment will be provided to Carnegie Mellon within five (5) days of the execution of this

Agreement or within five (5) days of the date of any required execution of an assignment hereunder, in each case in accordance with Section 22 (Notices).

2.9. If the Licensed Technology was made in the performance of work under a United States federal government funding agreement, then Licensee acknowledges and agrees that (i) this Agreement is subject to any government purpose license rights under 35 USC §202 (c) (4) and any march-in rights of the United States of America under 35 USC §203, and (ii) any products comprising the Licensed Products and embodying the Licensed Technology or provided through the use of the Licensed Technology which are Disposed in the United States must be manufactured substantially in the United States, unless a waiver has been obtained from the United States federal government agency under whose funding agreement the Licensed Technology was made.

3. Term of this Agreement

The term of this Agreement shall conclude at the end of twenty (20) years from the Effective Date, unless otherwise terminated earlier pursuant to another provision of this Agreement.

4. Issuance of Shares and Other Rights

As consideration for the license granted by Carnegie Mellon herein, Licensee agrees to the following:

4.1. Within thirty (30) days from the Effective Date, Licensee will execute and deliver to Carnegie Mellon <Insert #> of Shares of Licensee, which Shares shall constitute _____ percent (x%) of the total of all Shares of Licensee then outstanding. Further, within the earlier of (i) thirty (30) days after Licensee has received two million dollars ($2,000,000) in cumulative capital funding through the closing of a priced equity financing round that sets a formal valuation cap or discount rate ("cumulative capital funding date"), or (ii) immediately prior to any Change of Control Event that provides for the issuance of Shares (the "change of control event"), Licensee shall issue and deliver to Carnegie Mellon that number of additional Shares of Licensee, if any, equal to (a) the number of Shares of Licensee which constitute _____ percent (x%) of all Shares of Licensee outstanding on a fully diluted basis as of the cumulative capital funding date or immediately prior to the change of control event, as applicable, minus (b) the number of Shares of Licensee executed and delivered to Carnegie Mellon pursuant to the first sentence of this Section 4.1.

4.2. Prior to a Qualified IPO or a Qualified Sale, Carnegie Mellon shall have preemptive rights with respect to additional issuances of equity securities (or securities convertible or exchangeable into equity securities) (**"Equity Securities"**), including without limitation issuances of Equity Securities to Licensee employees in exchange for cash, the effect of which will be that Carnegie Mellon shall have the right to subscribe for additional Equity Securities so as to maintain its _____ percent (x %) equity interest without dilution or diminution. If additional Equity Securities are issued in conjunction with a merger or acquisition, in order for Carnegie Mellon to exercise its preemptive rights, the valuation of those securities will be made by an

independent third party, agreed to in advance by both parties (if no independent third party can be agreed upon by both parties then by dispute resolution pursuant to Section 20.) The independent third party valuation (or dispute resolution) will be considered final.

4.3. In any public offering of securities conducted by Licensee, which includes Shares held by Owners, Carnegie Mellon shall be entitled to participate on a pro rata basis to the same extent as such selling Owners (or any permitted transferee of such selling Owners) and on terms and conditions no less favorable to Carnegie Mellon than those provided to such selling Owners (or such permitted transferee).

4.4. Carnegie Mellon shall have the right of co-sale such that, if another Owner desires to sell all or any part of his or its Shares, now owned or hereinafter acquired, any such sale of Shares will be subject to the following rights of co-sale. Carnegie Mellon shall have the right to sell to the purchaser of the Shares, on the same terms and conditions, an amount of Shares equal to the number of Shares then owned by Carnegie Mellon equal to (i) the percentage ownership of Carnegie Mellon in the Shares of Licensee (including Shares into which each of the Owners may convert any other securities convertible into Shares) times the number of Shares to be sold or (ii) at the option of Carnegie Mellon, a lesser number of Shares (**"Co-Sale Right"**). The effect of this Co-Sale Right will be to equate, on a percentage ownership basis, the number of Shares sold by the selling Owner and each of the other Owners, which may prevent the selling Owner from selling the number of Shares which he or it originally intended to sell. The provisions of this Section 4.4 shall not apply to any sale by an Owner in an underwritten public offering under an effective registration statement under the Securities Act of 1933, as amended.

5. Minimum Performance Requirements

5.1. Licensee shall use its best efforts to effect introduction of Licensed Technology into the commercial market as soon as possible; thereafter, until the expiration of this Agreement, Licensee shall keep Licensed Technology reasonably available to the public.

5.2. Licensee shall achieve the following milestones:
<Specify milestones>

(i) *Submission of a business plan to Carnegie Mellon, solely acceptable to Carnegie Mellon, by _____*

(ii) *Execution of agreement(s) with development partner(s) involving the Licensed Technology to be completed no later than _____*

(iii) *Initial funding of $_____ (including grants) attained by _____*

(iv) *Initial product specification of a Licensed Product to be developed and preliminary market testing of a Licensed Product to be completed by _____*

(v) *Commercial product introduction of a Licensed Product to be achieved by _____*

(vi) Minimum Revenues during the three years specified below must meet the following schedule:

a) Year ending ____ =
b) Year ending ____ =
c) Year ending ____ =

5.3. Licensee's failure to perform in accordance with Sections 5.1 or 5.2 herein shall be grounds for Carnegie Mellon to terminate this Agreement pursuant to Section 10.2 herein.

6. Reports

6.1. Licensee shall report to Carnegie Mellon the date of the first commercial Disposition of a Licensed Product within sixty (60) days of occurrence in each country.

6.2. Within sixty (60) days after the end of each of Licensee's fiscal years, Licensee shall furnish Carnegie Mellon with a written report on the progress of its efforts during the immediately preceding fiscal year to develop and commercialize Licensed Products, including any Revenues. The report shall also contain a discussion of intended efforts and sales projections for the year in which the report is submitted and, if the Licensed Technology was made in the performance of work under a United States government funding agreement, confirm that Licensee is meeting its obligation specified in Section 2.9 of this Agreement to manufacture substantially in the United States any products comprising the Licensed Products and embodying the Licensed Technology or provided through the use of the Licensed Technology which are Disposed in the United States, as outlined in Attachment C. Within thirty days of Carnegie Mellon's request, if any, Licensee shall provide to Carnegie Mellon documentation reasonably supporting the information contained in such report.

6.3. Within sixty (60) days after the end of each of Licensee's fiscal years, Licensee shall provide Carnegie Mellon with Licensee's financial statements for the immediately preceding fiscal year (including, at a minimum, an income statement, a statement of cash flows, and a balance sheet) that have been certified by Licensee's treasurer, chief financial officer, or an independent auditor.

6.4 Carnegie Mellon shall keep confidential, not disclose to any third party and not use for any purpose other than monitoring Licensee's performance under this Agreement and/or enforcing its rights under this Agreement, the terms of this Agreement and all reports, financial statements, documents and other confidential or proprietary information of Licensee provided to Carnegie Mellon's Center for Technology Transfer and Enterprise Creation by Licensee under this Agreement; provided, however, that Carnegie Mellon may include in its annual reports totals derived from information received from Licensee (without attribution to Licensee) that show revenues generated by the Licensed Technology; and provided further that the non-disclosure and non-use obligations shall not apply to any information that (a) is or becomes part of the public domain other than by breach by Carnegie Mellon of this Section 6.4, or (b) is required to be disclosed by Carnegie Mellon pursuant to interrogatories, requests for information or documents, subpoena, civil investigative demand issued by a court or governmental agency or as

otherwise required by law, provided that Carnegie Mellon shall limit the disclosure to such information that it is legally required to disclose. Notwithstanding the foregoing, to the extent that it is reasonably necessary as determined by Carnegie Mellon, Carnegie Mellon may disclose information it is otherwise obligated under this Section 6.4 not to disclose in confidence to its lawyers, accountants, auditors, trustees, inventors, funding sources and financial advisors.

7. Improvements

7.1. Discussion of a problem during collaboration between the parties to this Agreement will not create any rights to ownership of patents, copyrights, mask work rights, trade secrets or other intellectual property rights in solutions to the problem developed solely by employees or agents of the other party hereto.

7.2. Licensee will own all of the right, title and interest (including patents, copyrights, mask work rights, trade secrets and any other intellectual property rights, in and to the results of the collaboration between the parties that are developed solely by Licensee employees or agents, when acting as such.

7.3. Carnegie Mellon will own all of the right, title and interest (including patents, copyrights, Copyrights, mask work rights, trade secrets and any other intellectual property rights) in and to the results of the collaboration between the parties that are developed solely by Carnegie Mellon employees or agents, when acting as such.

7.4. All intellectual property which results in Licensed Technology developed jointly by employees or agents of Carnegie Mellon and Licensee, each when acting as such, shall be owned by Carnegie Mellon. Licensee may utilize such jointly developed property pursuant to the terms of this Agreement. Carnegie Mellon may issue licenses to others regarding such jointly developed property which results in Licensed Technology, as long as such licenses do not violate any exclusive license to Licensee then existing under Section 2 (License Grant). If any other property rights are developed jointly by employees or agents of Carnegie Mellon and Licensee, each when acting as such, which would not constitute Licensed Technology and which are not subject to another agreement between Carnegie Mellon and Licensee, Carnegie Mellon and Licensee shall jointly own (without any duty to account to the other for profits) all right, title and interest (including patents, copyrights, mask work rights, trade secrets, and other intellectual property rights) in and to the results of such joint development. If any patentable invention which would not constitute Licensed Technology arises out of such joint development by employees or agents of Carnegie Mellon and Licensee, each when acting as such, Carnegie Mellon and Licensee will engage in good faith efforts to mutually agree on whether and how to pursue patent, copyright or mask work protection of the invention in the U.S. and elsewhere.

7.5. Except as provided in this Section 7, nothing herein shall be deemed to grant any license or rights in any other technology in addition to the Licensed Technology.

8. Intellectual Property

8.1. Intellectual property rights to Licensed Technology such as Copyrights which may be obtainable will remain the property of Carnegie Mellon.

9. Markings, Trademarks and Trade Names

9.1. If and when requested by Carnegie Mellon, Licensee shall include in its sales and marketing literature relating to Licensed Product a statement to the effect that "this product or portions thereof is manufactured under license from Carnegie Mellon University."

9.2. Licensee acknowledges that the title to the Technology (including Copyright) shall remain with Carnegie Mellon and that any copies of the Technology or portions thereof made by Licensee in accordance with the rights granted hereunder shall include a Carnegie Mellon copyright notice thereon. The notice shall be affixed to all copies or portions thereof in such a manner and location as to give reasonable notice of Carnegie Mellon's claim of copyright and shall be in the following format: "Copyright 20__ Carnegie Mellon University. All rights reserved." or "© 20__ Carnegie Mellon All Rights Reserved."

9.3. Licensee acknowledges that it does not have any rights or any title whatsoever in or to Carnegie Mellon's technology, trade name or in or to any of Carnegie Mellon's trademarks, except as provided under this Agreement. Licensee shall neither register nor use any Carnegie Mellon trademarks or trade names. Any reference by Licensee to Carnegie Mellon beyond the above may only be done with express written permission of Carnegie Mellon's Associate Vice President of the Center for Technology Transfer and Enterprise Creation.

10. Termination

10.1. In the event that Licensee defaults in the payment in full of any amount required to be paid under this Agreement on the date such payment is due, in addition to utilizing any other legal and/or equitable remedies, Carnegie Mellon shall have the right by written notice to Licensee to [(a) terminate the exclusivity, if any, of any license hereunder (by amending the word "exclusive" in the related license grant to read "non-exclusive") without any reduction in any of the payments due from Licensee or (b)] terminate this Agreement. In addition to the foregoing, in the event that (a) Licensee shall make or offer to make any arrangement or composition with or for the benefit of its creditors, or (b) Licensee ceases or threatens to cease to carry on its business, or (c) Licensee is or becomes unable to pay its debts as they become due, or (d) Licensee commits any act of insolvency or bankruptcy, or (e) a petition or resolution for the making of an administration order or for the bankruptcy, winding-up or dissolution of Licensee is presented or passed, or (f) Licensee files a voluntary petition in bankruptcy or insolvency, or (g) a receiver or administrator takes possession of or is appointed over the whole or any part of the assets of Licensee, or (h) any analogous procedure is commenced against or by Licensee in any jurisdiction, Carnegie Mellon shall have the right by written notice to Licensee to terminate this Agreement.

10.2. In the event that either party to this Agreement defaults in the performance of any of its obligations hereunder (other than any of the defaults or events referred to in Section 10.1. hereof) and fails to cure such default within thirty (30) days after written notice of such default from such other party, the other party shall have the right by written notice to the defaulting party to terminate this Agreement. [Notwithstanding the foregoing, in the event that Licensee defaults in the performance of its obligation specified in Section 2.9 of this Agreement to manufacture substantially in the United States any products comprising the Licensed Products and embodying the Licensed Technology or provided through the use of the Licensed Technology which are Disposed in the United States, and fails to cure such default within thirty (30) days after written notice to Licensee, in lieu of terminating this Agreement pursuant to the foregoing, Carnegie Mellon may, at its option, by written notice to Licensee, exercise its right to terminate the exclusivity, if any, of any license hereunder by amending the word "exclusive" in the related license grant to read "non-exclusive".]

10.3. The termination of this Agreement pursuant to this Section 10 or pursuant to Section 3 hereof shall not terminate (a) the obligation of Licensee to pay any amounts which have accrued or would otherwise be required to be paid by Licensee under the terms of this Agreement, and (b) the obligations of Licensee under Sections 6 (Reports), 8 (Intellectual Property), 10 (Termination), 11 (Taxes), 14 (Confidentiality and Trade Secrets), 15 (Indemnification), 16 (Insurance), 20 (Dispute Resolution), and 21 (Infringement) hereunder.

11. Taxes

Licensee shall pay all taxes which may be assessed or levied on, or on account of, the Licensed Products made or Disposed of and all taxes assessed or levied on, or on account of, the amounts payable to, or for the account of, Carnegie Mellon under this Agreement (other than Carnegie Mellon's U.S. federal, state or local income or franchise taxes).

12. NO WARRANTY; LIMITATION AS TO TYPES OF DAMAGES

ANY AND ALL INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY AND OTHER PROPERTY AND RIGHTS GRANTED AND/OR PROVIDED BY CARNEGIE MELLON PURSUANT TO THIS AGREEMENT, INCLUDING THE LICENSED TECHNOLOGY ARE GRANTED AND/OR PROVIDED ON AN "AS IS" BASIS. CARNEGIE MELLON MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CARNEGIE MELLON DOES NOT MAKE ANY WARRANTY OF ANY KIND RELATING TO EXCLUSIVITY, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, FREEDOM FROM PATENT, TRADEMARK AND COPYRIGHT INFRINGEMENT AND/OR FREEDOM FROM THEFT OF TRADE SECRETS. LICENSEE IS PROHIBITED FROM MAKING ANY EXPRESS OR IMPLIED WARRANTY TO ANY THIRD PARTY ON BEHALF OF CARNEGIE MELLON RELATING TO ANY MATTER, INCLUDING THE APPLICATION OF OR THE RESULTS

TO BE OBTAINED FROM THE INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY OR OTHER PROPERTY OR RIGHTS, INCLUDING THE LICENSED TECHNOLOGY GRANTED AND/OR PROVIDED BY CARNEGIE MELLON PURSUANT TO THIS AGREEMENT.

CARNEGIE MELLON SHALL NOT BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY REASON WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY BREACH OF THIS AGREEMENT) FOR LOSS OF PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF CARNEGIE MELLON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES.

13. Costs; Compliance with applicable Laws and Export Regulation

All costs and expenses incurred by Licensee in carrying out Licensee's obligations under this Agreement shall be paid by Licensee, and Licensee shall not be entitled to reimbursement from Royalties hereunder or otherwise therefor from Carnegie Mellon.

Licensee shall possess or obtain at its own expense all necessary licenses and permits and shall comply with all applicable governmental laws, rules and regulations arising out of or relating to Licensee's use of the Technology as permitted by this Agreement, including all laws, ordinances, rules or regulations affecting the exportation or Disposition of Licensed Products, Licensed Technology and/or Derivatives. Without limiting the generality of the foregoing, Licensee shall comply with any and all applicable U.S. export control laws, regulations, and/or other laws related to the embargoes and sanction programs administered by the U.S. Office of Foreign Assets Control. Licensee may not export or re-export the Licensed Technology with individuals or companies on the U.S. Department of Commerce, Department of State or Department of Treasury denied party lists https://www.trade.gov/consolidated-screening-list. Licensee represents and warrants that Licensee is not an individual or company listed on such denied party lists.

14. Confidentiality and Trade Secrets

14.1. **"Confidential Information"** shall mean any information relating to the Licensed Technology, the terms of this Agreement (as from time to time amended), Patents, copyrights, algorithms, and software covered by this Agreement or information disclosed to Licensee in the manner set forth hereinafter. All such information shall be Confidential Information, including information disclosed to Licensee prior to the Effective Date, unless such information (a) was already in Licensee's possession prior to the disclosure thereof by Carnegie Mellon as provided in subsection 14.1(1) hereof, (b) has been published or is published hereafter, unless such publication is a breach of this Agreement, (c) is received by Licensee from a third party not under an obligation of confidentiality with respect thereto, or (d) is independently developed by Licensee.

(1) In the event that such information shall be established to have been known to Licensee prior to the disclosure thereof by Carnegie Mellon by reference to any publication thereof by Licensee or by reference to any internal writing or other business record maintained by Licensee in the ordinary course of business, such information shall not be deemed to be Confidential Information for purposes of this Agreement following notification to Carnegie Mellon of such fact.

(2) With respect to any information not related to the Licensed Technology which is sought by Carnegie Mellon to be Confidential Information subject to this Agreement, Carnegie Mellon shall mark such information as "Confidential" prior to disclosing it to Licensee.

(3) With respect to any oral communication not related to the Licensed Technology which is deemed by Carnegie Mellon to be Confidential Information subject to this Agreement, Carnegie Mellon shall notify Licensee of such fact and within thirty (30) days thereafter Carnegie Mellon shall send a memorandum to Licensee outlining the information deemed to be Confidential Information.

14.2. Licensee shall maintain in confidence and shall not disclose to any person not a party hereto, nor shall Licensee use or exploit in any way without Carnegie Mellon's written agreement, any Confidential Information until three (3) years after the date of termination of this Agreement, unless such information ceases to be Confidential Information prior to the end of such period through no fault of Licensee or Licensee and Carnegie Mellon enter into an agreement authorizing same.

14.3. Licensee shall exercise all reasonable precautions to prevent the disclosure of Confidential Information by its employees or representatives, and in any event shall maintain with respect to such Confidential Information a standard of care which is no less than that standard which Licensee maintains to prevent the disclosure of its own confidential information but no less than a reasonable standard of care.

14.4. Upon termination of this Agreement, Licensee agrees to return at once to Carnegie Mellon, without copying, all originals and copies of all materials (other than this Agreement) containing any Confidential Information.

15. Indemnification

Licensee shall defend, indemnify, and hold harmless Carnegie Mellon and its trustees, officers, employees, attorneys and agents from and against any liability, damage, loss or expense (including attorneys' fees and expenses) incurred by or imposed upon any of Carnegie Mellon and/or its trustees, officers, employees, attorneys and agents in connection with any claim, suit, action or demand arising out of or relating to any exercise of any right or license granted or provided to Licensee or any failure to perform any obligation of Licensee under this Agreement, including any Disposition of Licensed Product(s), under any theory of liability (including

without limitation, actions in the form of tort, warranty, or strict liability, or violation of any law, and regardless of whether such action has any factual basis).

16. Insurance

Licensee shall, at its own expense, obtain and maintain throughout the term of this Agreement, commercial general liability insurance with a limit of not less than <<*one million*>> U.S. Dollars ($ U.S. <<*1,000,000*>>) per occurrence and <<*two million*>> U.S. Dollars ($ U.S. <<*2,000,000*>>) aggregate for products liability and completed operations from an insurance company(ies) having a financial rating from AM Best or similar rating service of at least an "A-". Carnegie Mellon shall be identified and named as an additional insured on such insurance policy(ies). Licensee agrees to provide Carnegie Mellon with evidence of such insurance upon the execution of this Agreement (and thereafter from time to time as Carnegie Mellon may request).

17. No Acquiescence

No acquiescence in any breach of this Agreement by either party shall operate to excuse any subsequent or prior breach.

18. Entire Agreement

This Agreement supersedes all previous agreements relating to the subject matter hereof, whether oral or in a writing, and constitutes the entire agreement of the parties hereto relating to the subject matter hereof and may not be amended or altered in any respect except in a writing executed by the parties.

No Licensee-proposed amendment to this Agreement will be considered or agreed by Carnegie Mellon if Licensee is not then in compliance with its obligations under this Agreement, including its obligations under Sections 5 (Minimum Performance Requirements) and 6 (Reports). If Licensee is not then in compliance with its obligations under this Agreement, only Licensee-proposed amendments that result in Licensee becoming compliant with its obligations under this Agreement will be considered by Carnegie Mellon.

19. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles in that or any other jurisdiction.

20. Dispute Resolution

All claims and/or controversies of every kind and nature arising out of or relating to this Agreement, including any questions concerning its existence, negotiation, validity, meaning, performance, non-performance, breach, continuance or termination shall be settled (a) at

Carnegie Mellon's election, by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and, in such case (i) the arbitration proceedings shall be conducted before a panel of three arbitrators, with each party selecting one disinterested arbitrator from a list submitted by the AAA and the two disinterested arbitrators selecting a third arbitrator from the list, (ii) each party shall bear its own cost of arbitration, (iii) all arbitration hearings shall be conducted in Allegheny County, Pennsylvania, and (iv) the provisions hereof shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court of before any administrative tribunal with respect to any claim or controversy arising out of or relating to this Agreement and which is arbitrable as provided in this Agreement, provided that either party may seek injunctive relief in a court of law or equity to assert, protect or enforce its rights in any intellectual property and/or confidential or proprietary information as described in this Agreement, or (b) in the event that Carnegie Mellon does not elect binding arbitration as permitted in point (a) above, exclusively in the U.S. District Court for the Western District of Pennsylvania or, if such Court does not have jurisdiction, in any court of general jurisdiction in Allegheny County, Pennsylvania and each party consents to the exclusive jurisdiction of any such courts and waives any objection which such party may have to the laying of venue in any such courts.

21. Infringement

Notwithstanding the pendency of any infringement (or other) claim or action by or against Licensee, Licensee shall have no right to terminate or suspend (or escrow) payment of any amounts required to be paid to Carnegie Mellon pursuant to this Agreement.

22. Notices

Any notice under any of the provisions of this Agreement shall be deemed given when (a) personally delivered, or (b) sent prepaid by nationally recognized overnight carrier, or (c) deposited in the mail, postage prepaid, registered or certified first class mail, and in the case of (b) or (c), when addressed to the applicable party at the address stated on the signature page hereof, or such other address as such party shall specify for itself by like notice to other party. Each party shall in the case of (b) or (c), transmit to the other an electronic mail copy of each such notice promptly after sending same by nationally recognized overnight carrier or depositing same in the mail, as applicable.

23. Assignment

Licensee shall not assign or transfer this Agreement or any interest herein without the prior written consent of Carnegie Mellon; provided that Licensee can assign this Agreement without such consent in connection with a merger or consolidation of Licensee with or into another entity, change of control, or sale of all or substantially all of Licensee's assets that relate to the Licensed Technology provided that such successor or purchaser shall agree in writing to be bound by the terms of this Agreement prior to such assignment, and Carnegie Mellon is timely advised in writing of such assignment. Failure

of such assignee to so agree shall be grounds for termination of this Agreement per Section 10.2.

24. Headings

The section headings contained in this Agreement are set forth for the convenience of the parties only, do not form a part of this Agreement and are not to be considered a part hereof for the purpose of construction or interpretation hereof, or otherwise.

25. Severability

If any provision of this Agreement or portion thereof is determined by a court of competent jurisdiction, or declared under any law, rule or regulation of any government having jurisdiction over the parties hereto, to be invalid, illegal or otherwise unenforceable, then such provision will, to the extent permitted by the court or government not be voided but will instead be construed to give effect to its intent to the maximum extent permissible under applicable law and the remainder of this Agreement will remain in full force and effect according to its terms.

(The balance of this page is intentionally left blank).

The parties hereto have caused this Agreement to be executed by their duly authorized representatives in duplicate counterparts, each of which shall be deemed to constitute an original, effective as of the Effective Date.

Carnegie Mellon University

By: _____
Robert A. Wooldridge
Associate Vice President

Date: _____

Address for Notices:

Carnegie Mellon University
OVPR Bakery Square
5000 Forbes Ave.
Pittsburgh, PA 15213-3815

Attention: Associate Vice President for Technology Transfer and Enterprise Creation
Email: innovation@cmu.edu

<Company>

By: _____
Name: <name>
Title:

Date: _____

Address for Notices:

Attention:
Email:

Attachment A

Description of Licensed Technology

The Code entitled "xxx" and the related documentation, if any, disclosed on <DATE> and bearing Carnegie Mellon File #xxx on an "as is" basis on the Effective Date.

Attachment B

Assignment Agreement

Name of Invention: _____ Carnegie Mellon File: _____

Capitalized terms in this document have the meanings ascribed to them in the License Agreement between Carnegie Mellon University ("Carnegie Mellon") and <Company> ("Licensee"), pursuant to which the above-named invention has been licensed by Carnegie Mellon to Licensee, as the same is amended from time to time ("License Agreement").

The undersigned, while an employee of Carnegie Mellon, was a creator of the above-named invention currently licensed by Carnegie Mellon to Licensee pursuant to the License Agreement. The undersigned creator is or intends to become an Owner (other than through distribution of Shares received by Carnegie Mellon or purchase of Shares after a public offering or the sale of substantially all of the assets of Licensee to a third party), full-time employee, full-time consultant, or full-time subcontractor of or to Licensee (in the period two years after the Effective Date of the License Agreement). Accordingly, pursuant to the terms of the License Agreement, the undersigned creator assigns to Carnegie Mellon the right to receive any and all proceeds from the License Agreement that would otherwise be distributable to the undersigned creator under Carnegie Mellon's Intellectual Property Policy and which are not yet in the possession of the undersigned from or attributable to the following: (i) any Shares issued to Carnegie Mellon pursuant to or on account of the License Agreement, including as a result of the exercise of any warrant issued thereunder, and in addition (ii) any other amounts due or owing to Carnegie Mellon under the License Agreement.

This document is executed with the intent to be legally bound hereby.

Creator:	Carnegie Mellon University
_____	By: _____
Name (print)	Robert A. Wooldridge Associate Vice President
_____	_____
Name (signature)	Date
_____	
Date	

Attachment C

Annual Commercialization Report

Per Section 6.2 of the license agreement between Carnegie Mellon and [name of company] and dated as of _____(the "Agreement") , Licensee is required to furnish Carnegie Mellon with an annual commercialization report describing Licensee's efforts to diligently commercialize Licensed Products during the past fiscal year and current plans for the next year. For convenience, Carnegie Mellon is providing the following outline to enable Licensee to report the required information.

Per Section 6.3 of the Agreement, Licensee is required to provide Carnegie Mellon with Licensee's financial statements for the immediately preceding fiscal year (including, at a minimum, an income statement, a statement of cash flows, and a balance sheet) that have been certified by Licensee's treasurer, chief financial officer, or an independent auditor. Please include the financial statements with the submission of the Annual Commercialization Report.

The submission will be treated as confidential business information of the company per Section 6.4 of the Agreement.

Instructions:

- *For Yes/No question, please place an "X" between the appropriate brackets.*
- *Text box fields will expand as needed. You are not limited to the space provided.*
- *Rows can be added or removed from tables as needed.*

Licensee Name and Current Address:	
Name of Primary Contact:	
Effective Date of the Agreement:	
Dates of any License Amendments:	
Report Period Beginning:	(mm/dd/yyyy)
Report Period Ending:	(mm/dd/yyyy)

Has Licensee been in existence for less than five (5) years?

[ ] YES [ ] NO

Is Licensee a small entity (less than 500 employees)?

[ ] YES [ ] NO

I. Status of Milestones:

Please complete the two tables below:

Past-Year Milestones

Milestone	**Contract Deadline**	**Met? (Y/N)**	**Achievement Date**

Next-Year Milestones

Milestone	**Contract Deadline**

II. Commercialization Activities of Past Year:

In the space provided below, please summarize:

- Licensee's efforts and accomplishments during past fiscal year to diligently commercialize Licensed Products including any first commercial Dispositions of Licensed Products in any country.
- Progress towards completing applicable milestones.
- Research and development activities of past year.
- Status of obtaining necessary government approvals (if applicable).

III. Commercialization Activities of Next Year:

In the space provided below, please summarize:

- Licensee's development and commercialization plans for Licensed Products during next year.
- Plans for completing applicable milestones.
- Planned research and development activities for next year.
- Plans for obtaining necessary government approvals (if applicable).

IV. Sales Projections:

In the space provided below, please summarize sales projections for Licensed Products during the next year:

All provisions are subject to addition, elimination, or revision by either party. All communications and discussions are tentative until execution of a written agreement by both parties.

I certify that the information above is true and correct to the best of my knowledge.

By: Date_____
Signature of authorized representative

Printed Name:

Title:

Carnegie Mellon Contact Information:

Reporting:
(Electronic delivery is preferred) Attn: Director of Technology Licensing Carnegie Mellon University OVPR Bakery Square 5000 Forbes Ave. Pittsburgh, PA 15213-3815 Phone: (412) 268-7393 E-mail: innovation@cmu.edu