

GEORGIA TECH RESEARCH CORPORATION
SOFTWARE AGREEMENT

THIS AGREEMENT made and entered into the ___th day of __, 2010, (hereinafter "Effective Date"), by and between **GEORGIA TECH RESEARCH CORPORATION**, a non-profit corporation, organized and existing under the laws of the State of Georgia, with offices at Georgia Institute of Technology (hereinafter "GIT"), 505 Tenth Street, Atlanta, Georgia 30332-0415 (hereinafter "GTRC"), and _____ with offices at _____ (hereinafter "Licensee").

WITNESSETH:

WHEREAS, GTRC has designed and developed proprietary software including documentation entitled FINDSITE^{Comb}, which has applications in the prediction of protein structure, function including virtual ligand screening. (hereinafter "Licensed Program"); and

WHEREAS, both parties desire that Licensee assess and conduct tests for purposes of internal evaluation of the Licensed Programs;

NOW, THEREFORE, the parties hereto agree as follows:

I. Grant of License

- 1.1 With respect to the Licensed Program, GTRC hereby grants Licensee a nonexclusive, nontransferable, license under GTRC intellectual property rights to use and assess the Licensed Program on a single CPU in the direct control of Licensee, solely for the internal purposes of Licensee, which such internal purposes include, but are not limited to, the identification of compounds of interest that may be developed and ultimately commercialized by Licensee.
- 1.2 Licensee shall have the right to use Licensed Program with other software programs Licensee has rights in and to for purposes granted in Article 1.1.
- 1.3 The license granted herein includes the right to copy the Licensed Program for the back-up and recovery purposes only.
- 1.4 ***No authorization to modify, translate, decompile, transform, or reverse engineer the Licensed Program is granted.***
- 1.5 Any rights related to the Licensed Program not expressly granted to Licensee hereunder, including but not limited to patent rights to the extent not encompassed within the license granted under Article 1.1, are reserved by GTRC.

II. Consideration

- 2.1 Licensee shall pay to GTRC the sum of Ten Thousand Dollars (\$10,000.00) within thirty (30) days of the Effective Date. This will constitute the fee for an annual license, payable at the beginning of license period.

III. Obligations of the Parties

- 3.1 Licensee shall provide to GTRC within thirty (30) days of the termination or expiration of this Agreement a final report of any errors, difficulties or other problems with Licensed Program. Further, such report shall include a summary of Licensee's evaluation of the Licensed Program and any data generated by Licensee concerning the performance of the Licensed Program. For clarification purposes, such report shall not contain any data that do not directly concern the performance of the Licensed Program or Licensee's evaluation of such performance or which are considered to be confidential by Licensee. GTRC may use such a report for any purpose and at its sole discretion. Such a final report shall be sent to

Dr. Jeffrey Skolnick
Director, Center for the Study of Systems Biology
Mary and Maisie Gibson Chair & GRA Eminent Scholar in
Computational Systems Biology
Director, Integrative BioSystems Institute
Professor, School of Biology
Georgia Institute of Technology
250 14th Street NW
Atlanta, GA 30318
Phone: (404) 407-8975
Fax: (404) 385-7478
Email: skolnick@gatech.edu

- 3.2 Licensee shall include a citation of the following published articles in any publication it makes containing data or results generated using the Licensed Program:

(a) Zhou, H. and J. Skolnick, *FINDSITE(comb): A Threading/Structure-Based, Proteomic-Scale Virtual Ligand Screening Approach*. J Chem Inf Model, 2012.

IV. Intellectual Property and Ownership

- 4.1 The Licensed Program, and all copies thereof, are proprietary to and the property of GTRC, and title thereto remains in GTRC. All applicable rights in copyrights, patent rights, trademarks and trade secrets in the Licensed Program are and will remain in GTRC. GTRC represents that it has the right to grant the licenses and

rights specified in this Agreement and to perform the activities specified in Section 3.1, and further represents that the granting of such licenses and rights and the performance of such activities will not conflict with any agreement GTRC has with any third party.

- 4.2 In order to protect GTRC's trademark, copyright, trade secret and other proprietary rights in the Licensed Program, Licensee agrees to reproduce and incorporate GTRC's copyright notice, trademark notice, and other proprietary markings thereon in any such copies, including partial copies, of the Licensed Program in any form allowed in accordance with this Agreement. .
- 4.3 Notwithstanding anything in this Agreement to the contrary, Licensee shall own all right, title and interest in all inventions, know-how, information and materials, and all related intellectual property rights, that arise from Licensee's use of the Licensed Program or the Inventions.
- 4.4 Nothing in this Agreement nor the delivery of any information to GTRC by Licensee (or any third party acting on Licensee's behalf) in connection with GTRC's performance of the activities contemplated under this Agreement shall be deemed to grant to GTRC any right or license under any patents, patent applications, know-how, technology, inventions or other intellectual property of Licensee.

V. Disclaimer, Warranty and Limitation of Liability

- 5.1 LICENSEE ACCEPTS THE PROGRAM ON AN "AS IS" BASIS. GTRC MAKES NO WARRANTY THAT ALL ERRORS CAN BE OR HAVE BEEN ELIMINATED FROM THE PROGRAM. GTRC MAKES NO WARRANTY THAT THE PROGRAM WILL PROPERLY INTERACT WITH ANY ACCOMPANYING SOFTWARE. GTRC SHALL NOT BE RESPONSIBLE FOR LOSSES OF ANY KIND RESULTING FROM THE USE OF THE PROGRAM AND CAN IN NO WAY PROVIDE COMPENSATION FOR ANY LOSSES SUSTAINED, INCLUDING BUT NOT LIMITED TO ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR TORT, OR FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADE SECRETS, OR SIMILAR RIGHTS OF THIRD PARTIES, NOR ANY BUSINESS EXPENSE, MACHINE DOWNTIME OR DAMAGES CAUSED LICENSEE BY ANY DEFICIENCY, DEFECT OR ERROR IN THE PROGRAM OR MALFUNCTION THEREOF, NOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED. GTRC DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED RESPECTING THE USE AND OPERATION OF THE PROGRAM AND ITS ACCOMPANYING DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING

FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. GTRC MAKES NO WARRANTY THAT THE PROGRAM IS ADEQUATELY OR COMPLETELY DESCRIBED IN, OR BEHAVES IN ACCORDANCE WITH ANY ACCOMPANYING DOCUMENTATION. THE LICENSEE IS EXPECTED TO MAKE THE FINAL EVALUATION OF THE PROGRAM'S USEFULNESS IN LICENSEE'S OWN ENVIRONMENT.

- 5.2 Licensee represents that it has not received notice claiming that the Licensed Program infringes the intellectual property rights of any third party.
- 5.3 In no event shall GTRC be liable for any use by Licensee of the Licensed Program or any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with Licensee's performance under this Agreement other than for breach of Articles IV and VII, and other than a claim for return of the license fee for any other breach of this Agreement.
- 5.4 Other than as GTRC may determine is necessary at its sole discretion in accordance with Section 3.2, GTRC shall have no obligation for support or maintenance of the Licensed Program. Any additional support may be obtained by Licensee under a separate agreement at Dr. Skolnick's sole discretion.

VI. Term and Termination

- 6.1 This Agreement shall commence on the Effective Date and shall continue in effect for a period of 1 year unless earlier terminated in accordance with Section 6.2 herein or extended by mutual agreement of the parties.
- 6.2 If Licensee fails to comply with any of its obligations under this Agreement, GTRC shall have the right, at any time, to terminate the license upon ten (10) days' prior written notification. Within ten (10) days after termination of the license, Licensee will destroy all copies of the Licensed Program, including backup copies, and return all documentation related to the Licensed Program to GTRC. Licensee may terminate this Agreement at any time upon written notice to GTRC.
- 6.3 The provisions of Articles IV, VI, VII, and VIII shall survive termination or expiration of this Agreement for any reason.

VII. Confidentiality

- 7.1 For purpose of this Agreement "Confidential Information" of Licensee shall mean all information and material of a confidential and proprietary nature received by GTRC from or on behalf of Licensee including, but not limited to information related to Inventions.

It is understood, however, that Confidential Information shall not include, and the obligations of confidentiality and nondisclosure under this Article VII shall not apply to, information if such information:

(a) was generally known to the public at the time Licensee discloses it to GTRC, or at the time it is generated under this Agreement, as the case may be, or later becomes generally known to the public through no fault of the GTRC;

(b) was known to GTRC prior to disclosure by Licensee or prior to being generated under this Agreement, as the case may be, free of any obligation of confidence, as evidenced by GTRC's written records;

(c) is subsequently lawfully disclosed to the GTRC by a third party having no obligation of confidentiality with respect to such information and not disclosing such information on behalf of the Licensee; or

(d) is independently developed by the GTRC other than under this Agreement and without the aid, application or use of the Licensee's Confidential Information or the Data Set (and such independent development can be properly documented by the GTRC).

- 7.2 Restrictions on Use and Disclosure. GTRC shall not, without the prior written consent of the Licensee, use the Licensee's Confidential Information other than for purposes of performing the activities contemplated under this Agreement. Except as otherwise expressly set forth in this Agreement, GTRC shall not, without the prior written consent of Licensee, disclose any of Licensee's Confidential Information to any other person or entity other than to its affiliates and those officers, directors, employees, agents of GTRC and its affiliates in each case who (i) have a need-to-know such Confidential Information in order to fulfill GTRC's obligations under this Agreement, and (ii) are bound by obligations of confidentiality and non-use at least as restrictive as those set forth in this Section. GTRC agrees that it shall take commercially reasonable steps to prevent any disclosure or use of any Confidential Information of the Licensee that is inconsistent with the terms of this Agreement.

Notwithstanding any provision in this Agreement to the contrary, the GTRC may disclose Confidential Information of the Licensee to the extent GTRC is required to do so by any governmental or regulatory authority or court. In such event, the GTRC shall promptly notify the Licensee when such requirement to disclose has arisen, and cooperate with Licensee so as to enable Licensee to: (a) seek an appropriate protective order; (b) make the confidential nature of the Confidential Information known to such governmental or regulatory authority or court; and (c) make any applicable claim of confidentiality in respect of the Confidential Information.

- 7.3 Upon termination or expiration of this Agreement, GTRC shall, as requested by Licensee in writing, promptly return to Licensee or destroy all of the Confidential Information of the Licensee in GTRC's possession or control, except that one (1) copy may be retained by GTRC solely for legal compliance purposes.
- 7.4 GTRC's obligations of confidentiality and restrictions on use under this Article VII shall terminate with respect to any Confidential Information of Licensee ten (10) years after the date of disclosure.

VIII. General Provisions

- 8.1 **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
- 8.2 **Entire Agreement.** This Agreement is the complete and exclusive statement between the parties relating to the subject matter hereof, and supersedes all prior understandings, communications, or representations, either oral or written, between the parties. This License Agreement may not be modified or altered except by a written instrument duly executed by Licensee and GTRC.
- 8.3 **Force Majeure.** Neither party shall be held in breach of this Agreement because of acts or omissions caused by any act of God or other cause beyond the control of the parties, including, but not limited to, fire, floods, labor disputes, or other unforeseen circumstances.
- 8.4 **Export.** *Licensee shall not export Licensed Program or any portion thereof without fully and completely complying with any and all United States export or munitions control regulations and laws. Furthermore, it is the sole responsibility of the Licensee to obtain any and all such required approval documentation from the United States government.*

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

GEORGIA TECH RESEARCH CORPORATION

By: _____

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Typed Name: _____

Title: _____

Date: _____