

EXPRESS AGREEMENT FOR STARTUP ENTREPRENEURS

This Express Agreement for Startup Entrepreneurs (the “**Agreement**”) is between the Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Boulder, a public educational institution of the State of Colorado, having an office at 4845 Pearl East Circle, Suite 200, Boulder, CO 80301 (“**University**”) and [INSERT name of Licensee], a [INSERT corporation type] corporation, having its principal office at [INSERT address] (“**Licensee**”).

BACKGROUND

1. University owns the copyright to the Licensed Software (as defined in Article 1) that is related to University Case Number(s) _____ created by _____ (“**Authors**”).
2. University wants to have the Licensed Software developed and marketed as soon as possible so that the resulting products may be available for public use and benefit.
3. Licensee is interested in licensing the Licensed Software for the purpose of commercial development.

Accordingly, the parties hereto agree as follows:

Article 1 Definitions

For the purposes of this Agreement, the terms defined in the Preamble have their assigned meanings and the following words and phrases, whether in the singular or plural, have the meanings assigned to them:

1.1 “**Authors**” has the meaning assigned to it in the Background.

1.2 “**Derivative Work(s)**” means any work developed or made that would be characterized as a derivative work of the Licensed Software, in whole or in part, under 17 U.S. Code § 101, specifically including, but not limited to, translations, abridgments, condensations, recastings, transformations, or adaptations of the Licensed Software or works comprising editorial revisions, annotations, elaborations, or other modifications of the Licensed Software. For clarity, new versions of the Licensed Software are Derivative Works.

1.3 “**Distributor**” means the third party granted rights by Licensee to further distribute Licensed Products in executable code to End Users in the Field(s) of Use.

1.4 “**Effective Date**” means the date of the last signature to this Agreement.

1.5 “**End User**” means third parties that use the Derivative Works or Licensed Software, as delivered to them, for their own purposes and not for copying, decompiling, reproduction, distribution, or resale to others.

1.6 “**Field of Use**” has the meaning assigned to it in **Appendix A**.

1.7 “**Licensed Product(s)**” means any product (or part thereof), or service that contains or utilizes the Licensed Software (or any part or component thereof), including, but not limited to, Derivative Works.

1.8 “**Licensed Software**” means the software, copyrighted materials, source code and documentation described in **Appendix A** and as delivered to Licensee as of the Effective Date, and any University interest in all Derivative Works thereof created within five (5) years of the Effective Date.

1.9 “**Licensee Derivative Works**” has the meaning assigned to it in Article 2.2.

1.10 “**Licensee Trial Period Derivative Works**” has the meaning assigned to it in Article 2.2.

1.11 “**Open Source Materials**” means any software, library, utility, tool, or other computer or program code that is made available or distributed in source code form under an open source or Free Software Foundation (FSF) license, including, but not limited to, the GNU General Public License (GPL), GNU Lesser Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL) the Sun Industry Standards License (SISL) or the Apache License.

1.12 “**University Indemnitees**” has the meaning assigned to it in Article 9.2.

Article 2 Grant and Reservation of Rights

2.1 **License.** University grants to Licensee, under University’s rights in the Licensed Software, an exclusive, sublicensable (in accordance with Article 2.5), transferable (in accordance with Article 10.1) license to use, reproduce, modify, distribute, transmit, create Derivative Works from, publicly display and publicly perform the Licensed Software in order to make, have made, offer to sell, sell, market, distribute, import and export Licensed Products, including any incorporated portion of the Licensed Software, to End Users, through multiple tiers of distribution, in the Field of Use.

2.2 Licensee Created Derivative Works.

(a) Derivative Works Made During the Trial Period.

Subject to Article 2.2(b), Derivative Works made by Licensee during any optional free trial period under Article 2.3 (“**Licensee Trial Period Derivative Works**”), including any copyrights or other intellectual property rights in the Licensee Trial Period Derivative Works, are owned by University. Licensee hereby irrevocably assigns to University all right, title and interest in and to any Licensee Trial Period Derivative Works, including any copyrights or other intellectual property rights in the Licensee Trial Period Derivative Works. Licensee shall sign, execute and acknowledge or cause to be signed, executed and acknowledged without cost, but at the expense of University, any and all documents and to perform such acts as may be necessary, useful or convenient for the purposes of perfecting the foregoing assignments and obtaining, enforcing and defending the assigned Licensee Trial Period Derivative Works in any and all countries.

(b) Derivative Works Made After the Trial Period. Derivative Works made by Licensee after the optional free trial period under Article 2.3 and payment of the Equity License Fee (“**Licensee Derivative Works**”), including any copyrights or other intellectual property rights in the Licensee Derivative Works, are owned by Licensee, provided that the underlying Licensed Software continues to be owned by University, subject to this Agreement, and provided that in the event Licensee pays the Equity License Fee, the Licensee Trial Period Derivative Works shall be assigned to Licensee. University shall and upon the payment of the Equity License Fee, hereby does, assign all right, title and interest in and to the Licensee Trial Period Derivative Works to Licensee, including all intellectual property rights therein.

2.3 **Optional Free Trial.** If Licensee elects below to obtain the optional free trial, Licensee has up to one year to issue the Equity License Fee as set forth in **Appendix A, Section 2(a)**. If prior to the end of such one year period Licensee terminates the Agreement pursuant to Article 10.2, Licensee is not required to issue the Equity License Fee set forth in **Appendix A, Section 2(a)**. If Licensee does not elect below to obtain the optional free trial, Licensee shall issue the Equity License Fee within 90 days of the Effective Date as set forth in **Appendix A, Section 2(a)**.

Licensee [does / does not] elect the optional free trial.

2.4 **Reservation of Rights.** The license granted under Article 2.1 is expressly made subject to University’s reservation, on behalf of itself, the Authors,

future not-for-profit employers of such Authors, and all other not-for-profit academic and research institutions, of the right to use, copy, modify, create Derivative Works from, publicly perform and publicly display the Licensed Software and to use, copy, publicly perform, and publicly display in machine readable format any commercially available version of the Licensed Products that are provided to University under Article 3, for educational, research, or other non-commercial purposes.

2.5 Limited Right to Sublicense.

- (a) Licensee may sublicense the rights granted under Article 2.1 solely to:
 - (i) allow a Distributor to further distribute Licensed Products in executable code to End Users in the Field of Use; and
 - (ii) to Licensee's independent contractors who need access to and use of the Licensed Software for the sole purpose of performing services for the benefit of Licensee.
- (b) Except as set forth in the preceding subsection (a), the license granted under Article 2.1 exclude the right to grant sublicenses to third parties.

2.6 Limitation on Rights.

- (a) **Ownership of the Licensed Software.** Except for any Open Source Materials incorporated into the Licensed Software and those Derivative Works contemplated under Article 2.2(b), University retains all right, title, and interest to the Licensed Software.
- (b) This Agreement confers no license or rights by implication, estoppel, or otherwise under any intellectual property rights of University other than the Licensed Software and Licensee Trial Period Derivative Works.

2.7 **Delivery.** University shall deliver the Licensed Software, in both object code and source code form, to Licensee within thirty (30) days of the Effective Date of this Agreement.

2.8 **No Support.** Neither University nor its Authors have any obligation to provide any technical support to Licensee, its Distributors or End Users, by telephone, email or otherwise, including but not limited to modifications, improvements, customizations, patches, and bug fixes. Licensee is solely responsible for obtaining any technical support for itself and its Distributors and End Users.

Article 3 Consideration

3.1 As consideration for the licenses and rights granted under this Agreement, Licensee shall:

- (a) pay to University the consideration specified in **Appendix A**; and
- (b) provide University with an executable copy of each new commercially available version of Licensed Products for use pursuant to Article 2.4 upon public release for sale. Licensee has no obligation to provide any technical support to University for the use of such Licensed Products. Any use of any Licensed Product shall be subject to Licensee's standard form of customer/end user license agreement for such Licensed Product.

Article 4 U.S. Government Rights

The U.S. Government has retained the rights in the Licensed Software under 35 U.S.C. §§ 200-212, (the Bayh-Dole Act) and 37 C.F.R. § 401. Licensee acknowledges that the license granted to it under this Agreement is subject to such rights.

Article 5 Reports

5.1 Licensee shall submit the following reports to University via email attachment and writing:

- (a) Annual diligence reports regarding efforts to achieve the Diligence Milestones included in **Appendix A** until all such Diligence Milestones have been achieved.
- (b) A report describing each Licensed Product developed, which report shall be delivered to University prior to first marketing the Licensed Product for sale.

Article 6 Confidential Information

6.1 **Responsibilities.** Both University and Licensee shall vigilantly protect any and all confidential information disclosed by the other party under this Agreement from disclosure to third parties. Neither party may make disclosures of the other party's confidential information without the written permission of the other party, and shall not use the other party's confidential information for any purpose, except as is necessary to perform its obligations and exercise its rights herein. The obligations under this Article 6 will expire five (5) years after the termination or expiration of this Agreement; *provided, however*, each party's obligations with respect to any confidential information that has been identified by as a trade secret of the disclosing party, shall continue until such information is no longer protectable as a trade secret under applicable law.

6.2 Ownership. All written documents containing confidential information and other material in tangible form received by the Recipient under this Agreement remains the property of the disclosing party. Upon request of the disclosing party, the Recipient shall return such documents to the disclosing party or provide evidence of their destruction.

6.3 Future Information and Inventions. All Licensed Software, Licensee Trial Period Derivative Works, invention disclosures, scientific data, and business information disclosed by either party under this Agreement is considered confidential information.

6.4 Exceptions. Each party's obligations with respect to confidential information will not apply to:

- (a) Information which at the time of disclosure had been previously published or was otherwise generally publicly available through no fault of Recipient.
- (b) Information which becomes general public knowledge after disclosure unless such knowledge results from a breach of this Agreement.
- (c) Information which was already in Recipient's possession without any obligation of confidentiality prior to the time of disclosure as evidenced by written records kept in the ordinary course of business or by proof of actual use thereof.
- (d) Information that is independently developed without use of or reference the confidential information.
- (e) Information which is required to be disclosed by law, court order, or government regulation; *provided, that*, the receiving party will, to the extent not prohibited, provide the disclosing party notice of any required disclosure and will reasonably cooperate with the disclosing party, at the disclosing party's request and expense, in any action to quell such disclosure.

6.5 CORA. University is subject to the Colorado Public Records Act (C.R.S. §§ 24-72-201, et seq.). All written plans and reports marked "Confidential" shall be treated by University as confidential to the extent permitted under § 24-72-204.

Article 7 Export

7.1 Export Prohibition. Licensee shall not export or re-export Licensed Software, Derivative Works, Licensed Products or related technical information to any country, individual, or entity except when such export or re-export is authorized

in full compliance with the laws and regulations of the United States of America, as applicable.

7.2 Applicable Law. Applicable laws and regulations may include but are not limited to the Export Administration Regulations, the International Traffic in Arms Regulations, and the economic sanctions regulations administered by the U.S. Department of the Treasury.

Article 8 Warranties, Indemnification, and Insurance

8.1 Warranties. University represents and warrants to Licensee that, to the actual knowledge of the University's technology transfer office: (i) the University has the right to grant Licensee the rights and licenses set forth herein; and (ii) it has not granted to any third party, and no other party has any rights in or to the Licensed Software in the Field of Use, other than as contemplated by Articles 2.4 and 4.1.

8.2 Disclaimer of Warranties.

- (a) EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE LICENSED SOFTWARE IS DELIVERED "AS IS." UNIVERSITY MAKES NO OTHER REPRESENTATIONS, EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO USE, SALE, OR OTHER DISPOSITION BY LICENSEE OR ITS DISTRIBUTORS, OR VENDEES OR OTHER TRANSFEREES OF LICENSED SOFTWARE, DERIVATIVE WORKS, OR LICENSED PRODUCTS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OR SALE OF SUCH LICENSED SOFTWARE, DERIVATIVE WORKS, OR LICENSED PRODUCTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, SERVICE MARK, OR OTHER RIGHTS.
- (b) Nothing in this Agreement may be construed as
 - (i) A warranty or representation by University as to the validity or scope of any of the rights included in the Licensed Software or Licensee Trial Period Derivative Works;
 - (ii) A warranty or representation that the Licensed Software, Derivative Works, Licensed Products, or anything made, used, sold, or otherwise disposed of under this Agreement will or will not infringe patents, copyrights or other rights of third parties; or

- (iii) An obligation to furnish any know-how or services not agreed to in this Agreement; or
 - (iv) An obligation by University to bring or prosecute actions or suits against third parties for infringement.
- (c) **Open Source Materials.** Certain components of the Licensed Software and Licensee Trial Period Derivative Works may have been developed from Open Source Materials, and the Licensed Software may be subject to the terms and conditions governing the use of such Open Source Materials. Appendix C contains a complete and accurate list of such Open Source Materials, including, with respect to each Open Source Material, the name and version number of the Open Source Material, the corresponding license, and a URL to the repository or website where such Open Source Material was obtained. Licensee is bound by the terms and conditions for the applicable Open Source Materials and is solely responsible for compliance with such terms and conditions. UNIVERSITY ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO LICENSEE'S COMPLIANCE WITH THE TERMS AND CONDITIONS GOVERNING THE USE OF ANY OPEN SOURCE MATERIALS INCORPORATED INTO THE LICENSED SOFTWARE OR LICENSEE TRIAL PERIOD DERIVATIVE WORKS.

8.3 **Indemnification.** Licensee shall indemnify, defend, and hold the Regents of the University of Colorado, a body corporate, its regents, employees, students, officers, agents, affiliates, representatives, and Authors ("**University Indemnitees**") harmless from and against all liability, demands, damages, losses, and expenses (including attorney fees and other costs and expenses of litigation), for death, personal injury, illness, property damage, noncompliance with applicable laws and any other third party claim, proceeding, demand, expense, and liability of any kind whatsoever in connection with or arising out:

The design, manufacture, production, distribution, advertisement, consumption, sale, lease, sublicense or use of any Licensed Products by Licensee or its Distributors. Notwithstanding the foregoing Licensee shall not have any obligation under this Section 8.3 to the extent arising from any claim that the Licensed Software, as delivered, infringes upon or misappropriates any third party's intellectual property rights.

- (a) **Defense.**
 - (i) C.R.S. Section 23-20-110 states that the Colorado Attorney General must represent the University of Colorado in all

actions. Licensee shall, at its own expense, provide attorneys reasonably acceptable to the Colorado Attorney General to defend against any actions brought or filed against any University Indemnitee hereunder with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought.

- (ii) In the event the Colorado Attorney General does not agree to legal counsel selected by Licensee, the Colorado Attorney General will represent University and University shall pay for its own representation.
- (iii) Neither Licensee nor University shall settle any claim without the prior written consent of the other, which consent shall not be unreasonably withheld. Licensee may take control of the defense of such action with counsel of its choice, provided however that:
 - (A) University at its own expense may participate and appear on an equal footing with the Licensee in the defense of any such action, and
 - (B) University may undertake and control of such defense in the event of the material failure of Licensee to undertake and control the same.

8.4 Insurance. Prior to any Licensed Product being made, used, sold, distributed, imported or rendered by Licensee or a Distributor, and for a period of [five] years after the Agreement expires or is terminated, Licensee shall, at its sole cost and expense, procure and maintain commercial general liability insurance in commercially reasonable amounts for the Licensed Product being used, sold, distributed, imported or rendered. Such commercial general liability insurance must provide, without limitation: (i) product liability coverage; (ii) broad form contractual liability coverage for Licensee's indemnification under the Agreement; and (iii) coverage for litigation costs. Upon request by University, Licensee shall provide University with written evidence of such insurance. Additionally, Licensee shall provide University with written notice of at least 30 days prior to Licensee cancelling, not renewing, or materially changing such insurance.

Article 9 Duration, Termination, and Conversion

9.1 Term. This Agreement is effective as of the Effective Date and continues in effect unless terminated pursuant to Article 9.2, 9.3 or 9.5.

9.2 Termination of the Agreement by Licensee. Licensee may terminate this Agreement at any time on thirty (30) days prior written notice to University, if Licensee does all of the following:

- (a) Provides the consideration due to University pursuant to Article 3.1(a), provided that if Licensee has elected the one year trial period under Article 2.3, if termination occurs during the one year trial period, no consideration is due to University under Article 3.1(a);
- (b) Returns any confidential information provided to Licensee by University in connection with this Agreement; and
- (c) Suspends its use and sales of the Licensed Software and Licensee Trial Period Derivative Works; provided that, if the Agreement is terminated after the trial period under Article 2.3 and after payment of the Equity License Fee, subject to Articles 3.1(b), 7 Export, 8 Warranties, Indemnification and Insurance, and 10 General of this Agreement, Licensee retains a perpetual, irrevocable, limited, non-exclusive, royalty-free license to copy and distribute the Licensed Software and Licensee Trial Period Derivative Works solely to the extent necessary to distribute and sell Derivative Works, including, but not limited to, Licensee Trial Period Derivative Works.

9.3 Termination of the Agreement by University.

- (a) University may terminate this Agreement if Licensee does and fails to cure, within 30 days of notice from University, any of the following:
 - (i) Fails to issue equity to University License Equity Holdings, Inc., as required by **Appendix A, Section 2(a)**.
 - (ii) Is in breach of the Diligence Milestones described in **Appendix A, Section 3**.
 - (iii) After having met the \$500,000 cumulative sales Diligence Milestone in **Appendix A Section 3** makes no sales of Licensed Products for four consecutive quarters.
 - (iv) Violates any laws or regulations of applicable governmental entities in connection with Licensee's exercise of its rights or performance of its obligations hereunder.
- (b) **Effect of Termination.** Upon expiration or termination of this Agreement by University under this Article 9.3, Licensee shall do the following:
 - (i) Provide the consideration due to University pursuant to Article 3.1(a), provided that if Licensee has elected the one-year trial period under Article 2.3, if termination occurs during the one

year trial period, no consideration is due to University under Article 3.1(a).

- (ii) Return any confidential information provided to Licensee by University in connection with this Agreement.
- (iii) Suspend its use and sales of the Licensed Products.

9.4 **Conversion to Non-Exclusive License.** University may convert the exclusive license granted under this Agreement to a non-exclusive license if Licensee does any of the following:

- (a) Is in breach of any payment terms of this Agreement, and fails to cure any of these circumstances within thirty (30) days of University's written notice to Licensee.
- (b) Becomes insolvent or ceases to carry on its business or any development activities pertaining to Licensed Software.

9.5 **Automatic Termination.** This Agreement immediately terminates upon Licensee's dissolution, liquidation, insolvency, or bankruptcy. In the case of a bankruptcy, this Agreement does NOT pass to a trustee in bankruptcy nor may the Agreement be held as an asset of said bankrupt.

Article 10 General

10.1 **Assignment.** This Agreement is binding upon and inures to the benefit of the respective successors and permitted assigns of the parties hereto.

- (a) **Assignment by Licensee.** Subject to Article 10.1(b) and (c), Licensee may assign this Agreement as part of a sale, regardless of whether such a sale occurs through an asset sale, stock sale, merger or other combination, or any other transfer of Licensee's entire business.
- (b) **Conditions of Assignment.** Prior to any assignment, the following conditions must be met: (i) Licensee must provide University ten (10) days prior written notice of the assignment, including the new assignee's contact information; and (ii) the new assignee must agree in writing to University to be bound by this Agreement.
- (c) **Bankruptcy Petition.** In the event Licensee informs University that Licensee is considering filing a bankruptcy petition, Licensee may assign this Agreement if University determines in its sole discretion that the party has provided or can provide adequate assurance of future performance, including diligent development and sales, of the Licensed Software.

(d) **Any Other Assignment by Licensee.** Any other attempt to assign this Agreement by Licensee is null and void.

10.2 **Notice.** Notice hereunder is sufficiently given and effective (i) five days after mailing if given by registered mail, postage prepaid, or (ii) the date of delivery if delivered in person or by reputable, national overnight delivery service, and addressed to the party to receive such notice at the address given below.

All general notices to Licensee shall be mailed to:

Attn: _____

Notwithstanding the other provisions in this Article 10.2, University may email financial invoices to Licensee (i.e., accounting contact) to the following contact person:

Name: _____

Email: _____

All general notices to University shall be e-mailed or mailed to:

License Administrator, CU Case # _____
Office of Technology Transfer
University of Colorado Boulder, 589 UCB
4845 Pearl East Circle, Suite 200
Boulder, CO 80309
e-mail: ttocontact@cu.edu

Either party may change its mailing or e-mailing address with written notice to the other party.

10.3 **Use of Names and Marks.** Licensee shall not identify University in any promotional advertising, press releases, sales literature or other promotional materials to be disseminated to the public or any portion thereof without University's prior written consent in each case, except that Licensee may state that it has a license for the Licensed Software from University. University may state that it has a license for the Licensed Software with Licensee. Licensee further shall not use the name of University or any University faculty member, inventor, employee or student or any trademark, service mark, trade name, copyright or symbol of University, without the prior written consent of University, entity or person whose name is sought to be used.

10.4 University Rules and Regulations. University employees who are engaged by Licensee, whether as consultants, employees, or otherwise, or who possess a material financial interest in Licensee, are subject to University's rule regarding outside activities and financial interests as set forth in University's intellectual property policy and related policies regarding conflicts of interest and outside consulting, as may be amended from time to time. Any term or condition of an agreement between Licensee and a University employee that seeks to vary or override such employee's obligations to University may not be enforced against such personnel or University without the express written consent of the Principal Technology Transfer Officer.

10.5 Compliance with the Law. Licensee shall comply with all commercially material local, state, federal, and international laws and regulations relating to its obligations under this Agreement regarding the development, manufacture, use, and sale of Licensed Software, Derivative Works, or Licensed Products.

10.6 Choice of Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Colorado, without reference to choice of law principles.

10.7 Dispute Resolution. In the event of any dispute arising out of or relating to this Agreement, the affected party shall promptly notify the other party, and the parties shall attempt in good faith to resolve the matter. (The date the receiving party receives notice of the dispute under this Article 10.7 is the "**Notice Date**" for purposes of this Article 10.7.)

- (a) Any disputes not so resolved will be referred to the Principal Technology Transfer Office for University and to Licensee's senior executives with settlement authority ("**Senior Executives**") who will meet at a mutually acceptable time and location within thirty (30) days of the Notice Date and will attempt to negotiate a settlement in good faith.
- (b) If the Senior Executives fail to meet within thirty (30) days of the Notice Date, or if the matter remains unresolved for a period of sixty (60) days after the Notice Date, Licensee hereby irrevocably submits to the jurisdiction of a court of competent jurisdiction in the State of Colorado, and, by execution and delivery of this Agreement, (i) accepts, generally and unconditionally, the jurisdiction of such court and any related appellate court, and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action, or proceeding brought in such court or that such court is an inconvenient forum.

10.8 Merger and Modification of Agreement. The terms and provisions contained in this Agreement constitute the entire Agreement between the parties and supersedes all previous communications, representations, agreements or understandings, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement will be binding upon either party hereto, unless in a written amendment to this Agreement signed by duly authorized officers or representatives of the respective parties, and the provisions of this Agreement not specifically amended thereby will remain in full force and effect according to their terms.

10.9 Severability. The provisions and clauses of this Agreement are severable, and in the event that provision or clause is determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability will not in any way affect the validity or enforceability of the remaining provisions and clauses hereof.

10.10 Scope. This Agreement does not establish a joint venture, agency, or partnership between the parties, nor creates an employer – employee relationship. The relationship between Licensee and University is that of independent contractors. Neither party has the power to bind or obligate the other party in any manner.

10.11 Preservation of Immunity. Nothing in this Agreement is intended or may be construed as a waiver, either express or implied, of any of the immunities, rights, benefits, defenses or protections provided to University under governmental or sovereign immunity laws from time to time applicable to University, including, without limitation, the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et seq.) and the Eleventh Amendment to the United States Constitution.

10.12 Headings. Headings are included herein for convenience only and may not be used to construe this Agreement.

10.13 Survival. The provisions of Articles 2.2(a) Ownership; 2.2(b) Derivative Works Made After the Trial Period; 2.6(a) Ownership of the Licensed Software; 3 Consideration;; 6 Confidential Information; 8 Warranties, Indemnification, and Insurance; 9.2 Termination of the Agreement by Licensee; 9.3 Termination of the Agreement by University; 10.3 Use of Names and Marks; 10.6 Choice of Law; 10.7 Dispute Resolution; 10.11 Preservation of Immunity; and 10.13 Survival; and any other provision of this Agreement that by its nature is intended to survive, survives any termination or expiration of this Agreement.

Signature page follows.

To evidence the parties' agreement to this Agreement, the parties have executed it in duplicate and delivered it on the Effective Date.

University:

Licensee:

By: _____
Brynmor Rees

By: _____
Name

Title: Managing Director
Technology Transfer Office

Title: _____

Date: _____

Date: _____

APPENDIX A
SPECIFIC TERMS AND CONDITIONS

1. **Licensed Software:**

Licensed Software:

Licensed Software includes all manuals, user documentation, and other related materials, if any, pertaining to the Licensed Software that may be furnished to Licensee by University in connection with the Licensed Software.

Description of the Licensed Software:

[INSERT]

Field of Use: [INSERT]

2. **Financial Considerations:**

(a) **Equity License Fee.**

- (i) Within 90 days of the Effective Date, unless Licensee has elected the optional free trial under Article 2.3, Licensee shall issue to University License Equity Holdings, Inc., a Colorado nonprofit corporation (“**ULEHI**”), pursuant to the standard stock purchase agreement attached to the Agreement as **Appendix B**, shares of Licensee’s common stock or membership interests in Licensee (as may be applicable) equal to [four percent (4%), if the optional free trial of Article 2.3 is NOT elected, OR six percent (6%), if the optional free trial of Article 2.3 IS elected] of all outstanding shares of capital stock or membership interests of Licensee as of the Effective Date on a fully diluted, as converted to common, basis (such basis including the license fee shares and any stock options granted, but excluding options reserved but not granted) (the “**University’s Ownership Interest**”), with anti-dilution until such time as Licensee issues and sells its capital stock or membership interests to non-affiliated third parties in arms-length transactions having an aggregate purchase price of one million dollars (\$1,000,000).

- (ii) After termination of ULEHI's anti-dilution rights under Section 2(a)(i), if Licensee proposes to sell any equity securities or securities that are convertible into equity securities of Licensee, then ULEHI or its assignee may purchase up to its pro rata share of the securities issued in each offering on the same terms and conditions as are offered to the other purchasers in each such financing, which pro rata share will be determined in the same manner as University's Ownership Interest. Licensee shall provide at least thirty days advanced written notice of each such financing, including reasonable detail regarding the terms and purchasers in the financing. This Section 2(a)(ii) will survive the termination of this Agreement.
- (iii) In the event that any term or condition of this Agreement conflicts with or is inconsistent with any term or condition of the stock purchase agreement, this Agreement supersedes and controls.
- (iv) ULEHI and its respective officers, directors, employees, representatives, and agents are third party beneficiaries under this Agreement solely with respect to this Appendix A, Section 2(a). As third party beneficiaries, they have the right to enforce this Appendix A, Section 2(a) on their own behalf, but are not parties to this Agreement and have no obligations under this Agreement.

3. Licensee Due Diligence Milestones and Obligations

- (a) **Due Diligence Milestones.** Licensee shall use commercially reasonable efforts to develop, manufacture, sublicense, market and sell Licensed Products in the Fields of Use in accordance with the milestones defined here.

Years from Effective Date	Milestone
1	CEO hired
4	\$500,000 in cumulative funding and/or Licensee revenue
8	\$500,000 in cumulative sales of Licensed Products

APPENDIX B
STOCK PURCHASE AGREEMENT