

Non Exclusive Data License Agreement

This agreement ("Agreement"), effective as signature of the last party to sign, ("Effective Date"), is by and between the University of Rochester, an educational institution chartered by the State of New York and having its principal place of business at 601 Elmwood Avenue, Box URV, Rochester, New York 14642 ("University") and [REDACTED], a corporation organized and existing under the laws of [REDACTED] and having a place of business located at [REDACTED], [REDACTED] USA (together with its affiliates and subsidiaries "Company").

WHEREAS, University owns a data set generated from [REDACTED] ("Licensed Data"). The specifics of the Licensed Data are further described in Appendix A.

WHEREAS, University and Company mutually agree to discuss and amend the scope of Licensed Data by executing a Letter Amendment when such need to do so arises during the term of this Agreement. For example, such need can be [REDACTED] that are not described in the Specific of the Licensed Data of Appendix A.

WHEREAS, Company wishes to use the data set to [REDACTED]. Data will help to identify potential [REDACTED] ("Purpose"); and

WHEREAS, University and Company wish to provide for the use by Company of Licensed Data collected by University pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

Article 1

Definitions

- (a) "Access Specifications" means the schedule, method, medium, format, structure and other logistical, technical and other parameters by which University will provide Company access to and copies of the Licensed Data. The Access Specifications will be determined by the parties pursuant to the provisions of Article 2 hereof.
- (b) "Confidential Information" means and includes all information disclosed under this Agreement by either party to the other (subject to the exceptions defined below) which is marked or otherwise identified in writing as confidential by the disclosing party, except that all Licensed Data shall constitute Confidential Information of University. Notwithstanding the foregoing, the following shall not constitute confidential information: information which (1) is known by the receiving party prior to disclosure by the disclosing party; (2) is or becomes available publicly other than as a result of a breach of this Agreement; (3) is developed independently by the receiving party without the use of or reliance on the disclosing party's

Confidential Information; or (4) is provided to the receiving party by a third party under no duty of confidentiality to the disclosing party.

- (c) “Licensed Data” means the data set as described in Appendix A.

Article 2

License and Payment

- (a) **License Grant.** Subject to the terms and conditions of this Agreement, University hereby grants Company a nonexclusive, worldwide license to use the Licensed Data solely for the Purpose.
- (b) **University Use of Licensed Data.** University reserves rights for continued use of Licensed Data, including but not limited to research, discovery, invention, teaching, education, presentation at meetings, publication, or dissemination to other groups, including academic, non-profit, or commercial entities.
- (c) **Determination of Access Specifications.** Any data transfer will be agreed upon by both parties. Company will request the data required. Format of data will be agreed upon by University and Company. University will provide Company access to and copies of the Licensed Data, in compliance and conformity with these Access Specifications; provided, however, that University will not be required to provide Licensed Data solely to the extent University is specifically prohibited from doing so by applicable law. Company will cooperate in good faith with University to ensure that the use of the Licensed Data by Company complies with all applicable laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act (“HIPAA”) and codified at 45 C.F.R. parts 160 and 164, as may be amended from time to time.
- (d) **Inventorship of any intellectual property resulting from analysis of the Licensed Data by Company is determined in accordance with the US patent law.** Ownership will follow inventorship. Any inventions and discoveries created solely by Company through analysis and use of the Licensed Data hereunder shall be owned by Company. Company is free to file patent application(s) claiming the inventions made by Company. Company shall grant and hereby grants University a royalty-free, irrevocable, perpetual, non-exclusive, sublicensable license to practice the inventions and discoveries for any purposes under any rights Company may acquire.
- (e) **Company shall not use or further disclose the Licensed Data or any information contained therein other than as permitted by this Agreement or required by applicable law.**

- (f) Company shall use appropriate administrative, technical, and physical safeguards to prevent any use or disclosure of the Licensed Data not authorized under this Agreement.
- (g) Company shall not use the information contained in the Data to identify the individuals whose information is contained in the Licensed Data, nor to contact them under any circumstances.
- (h) Company shall report to University any use or disclosure of the Licensed Data or any part of it not provided for by this Agreement of which Company becomes aware. Company shall mitigate any harmful effect caused by Company's wrongful use or disclosure of the Licensed Data in violation of this Agreement.
- (i) Company shall ensure that any of its employees, agents, contractors or subcontractors to whom Company provides the Licensed Data or any part of it is held to the same information security standards that apply to Company under this Agreement.
- (j) Company shall return or destroy the Licensed Data at the completion of the purpose identified above.
- (k) Payment. Company will pay to University (\$XXX.XX) within thirty (30) days after the execution of this Agreement.

Article 3

Confidentiality

- (a) Company acknowledges the confidential nature of the Licensed Data and agrees that its employees, agents, contractors or subcontractors with access shall comply with all laws, regulations and policies that apply to protection of the confidentiality of the Licensed Data.

Article 4

Term and Termination

- (a) The term of this Agreement shall commence on the date set forth in the first paragraph of this Agreement and continue for a period of three (3) years unless earlier terminated pursuant to paragraph 3(c) below, provided that the license granted in Article 2 shall survive any termination of this Agreement.
- (b) This Agreement may be extended by the mutual written agreement of the parties and upon payment of additional fees by Company to University.
- (c) Either party may terminate this Agreement at any time if another party breaches a material obligation under this Agreement and such breach has not been remedied within thirty (30) days after the non-breaching party delivers written notice of such

breach to the breaching party. This Agreement may be terminated at any time by either party by giving thirty (30) days written notice.

Article 5

Indemnification and Limitation of Liability

- (a) Company shall indemnify and hold harmless University, its affiliates, directors, officers, employees and agents for any and all costs, expenses (including attorneys' fees), damages and other liabilities directly arising from Company's use of the Licensed Data, except to the extent (if any) resulting from the gross negligence or willful misconduct of University. Company shall use the Licensed Data provided to it by University hereunder in compliance with all applicable laws and regulations.
- (b) Neither party shall be liable to the other for any indirect, incidental, consequential, punitive, or special damages arising out of or related to the performance of this Agreement.

Article 6

Miscellaneous

- (a) Assignment. This Agreement may not be assigned to any third party without the prior written consent of the other. Any attempt to assign this Agreement in violation of this paragraph 5(a) shall be void and without effect. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (b) Notice. Any notice or communication required or permitted to be given or made under this Agreement by one of the parties hereto to the other shall be in writing and shall be deemed to have been sufficiently given or made for all purposes if sent by hand, recognized national overnight courier, confirmed facsimile transmission, or mailed by certified mail, postage prepaid, return receipt requested, addressed to such other party at its respective address as follows:

To Company:

XXX

ATT: _____

To University:

ATT: AVP UR Ventures

601 Elmwood Ave., Box URV

Rochester, NY 14642

- (c) Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, that provision shall be stricken and the remainder of this Agreement shall continue in full force and effect; provided, however, that the parties shall renegotiate an acceptable replacement provision so as to accomplish, as nearly as possible, the original intent of the parties.
- (d) Force Majeure. Neither party will be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including without limitation, acts of God, fire, floods, accidents, equipment failure, etc. provided that such party gives prompt notice of such cause to the other party.
- (e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the provisions thereof relating to conflicts of laws.
- (f) Headings. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.
- (g) Entirety; Amendment. This Agreement represents the entire agreement of the parties and it expressly supersedes all previous written and oral communications between the parties. No amendment, alteration, or modification of this Agreement shall be valid unless executed in writing by authorized signatories of all parties.

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

Appendix A
Specifics of Licensed Data