

Title

*Subtitle*

**Month, Year**

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| No. | Subject | Description |
| **1.** | **Contracts Reviewed** | [IP01TitleOfContract] (“**Contract**”) by [IP01TargetEntities] (collectively, “**Target Party**”) and [IP01Counterparties] (collectively, “**Counterparty**”) and IP01AdditionalParties dated [IP01DateApprox].  [IP01TitleOfContract] (“**Contract**”) by [IP01Counterparties] (collectively, “**Counterparty**”) and [IP01TargetEntities] (collectively, “**Target Party**”) and IP01AdditionalParties dated [IP01DateApprox].  **Related Documents:**  [IP01RelatedDocuments] |
| **1.** | **Contracts Reviewed** | **Omitted from review** |
| **2.** | **Reference** | IP02RefIndexNum |
| **2.** | **Reference** | **Omitted from review** |
| **3.** | **Redactions** | No information was redacted in the document.The following information is redacted in the Contract: Counterparty, Pricing Terms, Term/Termination Provisions, Transfer Provisions, and IP03RedactionDetails. |
| **3.** | **Redactions** | **Omitted from review** |
| **4.** | **Subject Matter / Purpose** | IP04SubjectMatterTypeIP04SubjectMatterOtherDetails  IP04Description |
| **4.** | **Subject Matter / Purpose** | **Omitted from review** |
| **5.** | **Term** | Details of Term: IP05CurrTermDetails  Term Extension Details: None.N/A.IP05TermExtensionsDetails  The Contract appears to be expired.The Contract does not appear to be expired.  Renewal Details: The Contract does not renew automatically.IP05RenewalDetails unless IP05AutoRenewalUnlessDetails  **(IP05InitialTermSectionReference)**The Contract has an indefinite/perpetual term.IP05GovLaw |
| **5.** | **Term** | **Omitted from review** |
| **6.** | **Termination Without Cause / for Convenience by Target Party** | No.Yes. Target Party can terminate without cause for convenience upon giving IP06UponGivingDetails notice to Counterparty and IP06MoreReasonsDetails. **(IP06TermSectionReference)** |
| **6.** | **Termination Without Cause / for Convenience by Target Party** | **Omitted from review** |
| **7.** | **Termination Without Cause / for Convenience by Counterparty** | No.Yes. Counterparty can terminate without cause for convenience upon giving IP07UponGivingDetails notice to Target Party and IP07MoreReasonsDetails. **(IP07TermSectionReference)** |
| **7.** | **Termination Without Cause / for Convenience by Counterparty** | **Omitted from review** |
| **8.** | **Other Unusual or Onerous Termination Provisions** | No.Yes. IP08TermDetails **(IP08TermSectionReference)** |
| **8.** | **Other Unusual or Onerous Termination Provisions** | **Omitted from review** |
| **9.** | **Consent Required for Indirect Change of Control** | No. Consent is not required and Target Party is not required to give notice to Counterparty.Consent is not required but Target Party is required to give IP09NoConsent2LengthConsent is not required but IP09NoConsent3DetailsContract is silent on indirect change of control. **(IP09SectionReference)**  Yes. Consent is required upon an indirect change of control.Consent is required because the Counterparty may terminate upon an indirect change of control.Consent is required because IP09Choice3Reason  Standard for Granting Consent: The Contract provides that consent may not be unreasonably withheld.  Exceptions and Qualifications: An indirect change of control will not require consent IP09ExceptionsDetails **(IP09SectionReference)** |
| **9.** | **Consent Required for Indirect Change of Control** | **Omitted from review** |
| **10.** | **Consent / Notice Required for Direct Change of Control** | No. Consent is not required and Target Party is not required to give notice to Counterparty.Consent is not required but Target Party is required to give IP10NoConsent2LengthConsent is not required but IP10NoConsent3DetailsContract is silent on direct change of control. **(IP10SectionReference)**  Yes. Consent is required upon a direct change of control.Consent is required because the Counterparty may terminate upon a direct change of control.Consent is required because IP10Choice3Reason  Standard for Granting Consent: The Contract provides that consent may not be unreasonably withheld.  Exceptions and Qualifications: A direct change of control will not require consent IP10ExceptionsDetails **(IP10SectionReference)** |
| **10.** | **Consent / Notice Required for Direct Change of Control** | **Omitted from review** |
| **11.** | **Consent / Notice Required for Assignment to Third Party** | No. Consent is not required and Target Party is not required to give notice to Counterparty.Consent is not required but Target Party is required to give IP11NoConsent2LengthConsent is not required but IP11NoConsent3DetailsContract is silent on assignment to third party. **(IP11SectionReference)**  Yes. Consent is required upon an assignment to a third party.Consent is required because the Counterparty may terminate upon an assignment to a third party.Consent is required because IP11Choice3Reason  Standard for Granting Consent: The Contract provides that consent may not be unreasonably withheld.  Exceptions and Qualifications: The assignment to a third party will not require the consent IP11ExceptionsDetails **(IP11SectionReference)** |
| **11.** | **Consent / Notice Required for Assignment to Third Party** | **Omitted from review** |
| **12.** | **Consent / Notice Required for Assignment to Affiliate** | No. Consent is not required and Target Party is not required to give notice to Counterparty.Consent is not required but Target Party is required to give IP12NoConsent2LengthConsent is not required but IP12NoConsent3DetailsContract is silent on assignment to affiliate. **(IP12SectionReference)**  Yes. Consent is required upon an assignment to an affiliate.Consent is required because the Counterparty may terminate upon an assignment to an affiliate.Consent is required because IP12Choice3Reason  Standard for Granting Consent: The Contract provides that consent may not be unreasonably withheld.  Exceptions and Qualifications: The assignment to an affiliate will not require consent IP12ExceptionsDetails **(IP12SectionReference)** |
| **12.** | **Consent / Notice Required for Assignment to Affiliate** | **Omitted from review** |
| **13.** | **Consent / Notice Required for Potential Transaction** | No. Consent is not required and Target Party is not required to give notice to Counterparty.Consent is not required but Target Party is required to give IP13NoConsent2LengthConsent is not required but IP13NoConsent3Details **(IP13SectionReference)**  Yes. The proposed transaction will constitute [IP13Choice1Direction1] change of control of Target Party IP13Choice1DetailsThe proposed transaction will require an assignment of this Contract by Target Party and consent is required in connection with any assignment.The proposed transaction will require consent because [IP13Choice3Reason]  Standard for Granting Consent: The Contract provides that consent may not be unreasonably withheld.  Exceptions and Qualifications: The proposed transaction will not require consent IP13Exceptions2Details **(IP13SectionReference)** |
| **13.** | **Consent / Notice Required for Potential Transaction** | **Omitted from review** |
| **14.** | **Price Adjustments** | No.N/A (Prices are not fixed).Yes. IP14Reason **(IP14SectionReference)** |
| **14.** | **Price Adjustments** | **Omitted from review** |
| **15.** | **Target Party Required Purchase / Spend** | No.Yes. IP15Reason **(IP15SectionReference)** |
| **15.** | **Target Party Required Purchase / Spend** | **Omitted from review** |
| **16.** | **Counterparty Required Purchase / Spend** | No.Yes. IP16Reason **(IP16SectionReference)** |
| **16.** | **Counterparty Required Purchase / Spend** | **Omitted from review** |
| **17.** | **MFN Benefitting Target Party** | No.Yes. IP17Reason **(IP17SectionReference)** |
| **17.** | **MFN Benefitting Target Party** | **Omitted from review** |
| **18.** | **MFN Benefitting Counterparty** | No.Yes. IP18Reason **(IP18SectionReference)** |
| **18.** | **MFN Benefitting Counterparty** | **Omitted from review** |
| **19.** | **Exclusivity Requirement for Target Party** | No.Yes. The exclusivity requirement has the following characteristics:  **•** IP19RestrictsTargetDetails  **•** IP19RequiresTargetDetails  **•** IP19GeographyComments  **•** IP19FieldOfUseComments  **•** IP19DurationComments **(IP19SectionReference)** |
| **19.** | **Exclusivity Requirement for Target Party** | **Omitted from review** |
| **20.** | **Exclusivity Requirement for Counterparty** | No.Yes. The exclusivity requirement has the following characteristics:  **•** IP20RestrictsDetails  **•** IP20RequiresDetails  **•** IP20GeographyComments  **•** IP20FieldOfUseComments  **•** IP20DurationComments **(IP20SectionReference)** |
| **20.** | **Exclusivity Requirement for Counterparty** | **Omitted from review** |
| **21.** | **Non-Compete Requirement for Target Party** | No.Yes. The non-complete requirement has the following characteristics:  **•** IP21RestrictsDetails  **•** IP21RelatesComments  **•** IP21GeographyComments  **•** IP21DurationComments **(IP21SectionReference)** |
| **21.** | **Non-Compete Requirement for Target Party** | **Omitted from review** |
| **22.** | **Non-Compete Requirement for Counterparty** | No.Yes. The non-complete requirement has the following characteristics:  **•** IP22RestrictsDetails  **•** IP22RelatesComments  **•** IP22GeographyComments  **•** IP22DurationComments **(IP22SectionReference)** |
| **22.** | **Non-Compete Requirement for Counterparty** | **Omitted from review** |
| **23.** | **Credit Support / Guarantee Required** | No.Yes. IP23Reason **(IP23SectionReference)** |
| **23.** | **Credit Support / Guarantee Required** | **Omitted from review** |
| **24.** | **Unusual or Onerous Indemnities** | No*.*Yes. IP24BriefDetails  IP24ExceptionsDetails **(IP24SectionReference)** |
| **24.** | **Unusual or Onerous Indemnities** | **Omitted from review** |
| **25.** | **Liquidated Damages / Penalties** | No*.*Yes. IP25Reason **(IP25SectionReference)** |
| **25.** | **Liquidated Damages / Penalties** | **Omitted from review** |
| **26.** | **Limitation of Liability – Target Party** | No*.*Yes. Liability is limited to IP26LiabilityDetails IP26ExceptionsDetails **(IP26SectionReference)** |
| **26.** | **Limitation of Liability – Target Party** | **Omitted from review** |
| **27.** | **Freedom to Disclose / Confidentiality** | No.Yes. The following restrictions on disclosing exist:  **•** The existence of the Contract  **•** The terms of the Contract  **•** Confidential Information  **•** IP27Choice4Reason  **•** IP27ExceptionsDetails **(IP27SectionReference)** |
| **27.** | **Freedom to Disclose / Confidentiality** | **Omitted from review** |
| **28.** | **Governing Law** | Governing Law: [IP28GovLaw] **(IP28SectionReference)** |
| **28.** | **Governing Law** | **Omitted from review** |
| **29.** | **Data Protection** | **(IP29SectionReference)** |
| **29.** | **Data Protection** | **Omitted from review** |
| **30.** | **Target Party’s Role** | Target Party is IP30Hidden. |
| **30.** | **Target Party’s Role** | **Omitted from review** |
| **31.** | **Licenses Granted by Target Party to Counterparty** | No.Yes. IP31Details IP31AdditionalLicenses **(IP31SectionReference)** |
| **31.** | **Licenses Granted by Target Party to Counterparty** | **Omitted from review** |
| **32.** | **Licenses Granted by Counterparty to Target Party** | No.Yes. IP32Details IP32AdditionalLicenses **(IP32SectionReference)** |
| **32.** | **Licenses Granted by Counterparty to Target Party** | **Omitted from review** |
| **33.** | **Fees and Other Consideration other than License Fees** | No.Yes. IP33Details There are no outstanding amounts payable under the Contract. **(IP33SectionReference)** |
| **33.** | **Fees and Other Consideration other than License Fees** | **Omitted from review** |
| **34.** | **License Fees / Royalties** | No.Yes. The intellectual property is licensed under the Contract with no obligations to pay any license fees, royalties, or other consideration. **(IP34IPSectionReference)**  IP34LicenseFeeDetails **(IP34LicenseFeeSectionReference)**  IP34RoyaltiesDetails **(IP34RoyaltiesSectionReference)** |
| **34.** | **License Fees / Royalties** | **Omitted from review** |
| **35.** | **Sublicensing by Target Party** | No.Yes. IP35Details **(IP35SectionReference)** |
| **35.** | **Sublicensing by Target Party** | **Omitted from review** |
| **36.** | **Derivative Works Permitted by Target Party** | No.Yes. Target Party has a right to modify or create the following works of the licensed intellectual property: IP36Details, subject to IP36SubjectTo Such derivative works are specified as owned by IP36Ownership, subject to IP36Exceptions **(IP36SectionReference)** |
| **36.** | **Derivative Works Permitted by Target Party** | **Omitted from review** |
| **37.** | **Ownership of Target Party’s IP by Counterparty** | N/A.No.Yes. IP37Details **(IP37SectionReference)** |
| **37.** | **Ownership of Target Party’s IP by Counterparty** | **Omitted from review** |
| **38.** | **Target Party’s IP Escrow Obligations** | N/A.No.Yes. IP38Details **(IP38SectionReference)** |
| **38.** | **Target Party’s IP Escrow Obligations** | **Omitted from review** |
| **39.** | **Ownership of IP in Deliverables by Target Party** | N/A.No.IP39Details IP39CounterpartyDetails **(IP39SectionReference)** |
| **39.** | **Ownership of IP in Deliverables by Target Party** | **Omitted from review** |
| **40.** | **Restrictions on Target Party’s Use of Deliverables** | N/A.No.Yes. Target Party may only use the deliverables IP40Details **(IP40SectionReference)** |
| **40.** | **Restrictions on Target Party’s Use of Deliverables** | **Omitted from review** |
| **41.** | **IP Infringement Enforcement Rights by Target** | No.Yes. IP41Details **(IP41SectionReference)** |
| **41.** | **IP Infringement Enforcement Rights by Target** | **Omitted from review** |
| **42.** | **IP Infringement Enforcement Rights by Target** | No.Yes. IP42Details **(IP42SectionReference)** |
| **42.** | **IP Infringement Enforcement Rights by Target** | **Omitted from review** |
| **43.** | **IP Infringement Enforcement Rights by Counterparty** | No.Yes. Target Party is required to pay all patent maintenance fees, file renewal applications on all existing issued / registered intellectual property, file and prosecute any patent application on any patentable invention included in the licensed intellectual property, and IP43OtherDetails. **(IP43SectionReference)** |
| **43.** | **IP Infringement Enforcement Rights by Counterparty** | **Omitted from review** |
| **44.** | **IP Maintenance / Prosecution Obligations by Target Party** | No.Yes. Counterparty has the right to IP44ProsecutionDetails, IP44MaintenanceDetails, IP44JurisdictionDetails, IP44OtherDetails **(IP44SectionReference)** |
| **44.** | **IP Maintenance / Prosecution Obligations by Target Party** | **Omitted from review** |
| **45.** | **Contract Correctly Executed** | Yes.No. IP45Details |
| **45.** | **Contract Correctly Executed** | **Omitted from review** |
| **46.** | **Other Noteworthy Provisions** | No.IP46Details |
| **46.** | **Other Noteworthy Provisions** | **Omitted from review** |
| **47.** | **External Supplementary DD Requests** | IP47Comments |
| **47.** | **External Supplementary DD Requests** | **Omitted from review** |
| **48.** | **Internal Supplementary DD Requests** | IP48InternalComments |
| **48.** | **Internal Supplementary DD Requests** | **Omitted from review** |

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