[InterX Draft – August 7, 2020]

**LICENSE AGREEMENT**

This LICENSE AGREEMENT (this “**Agreement**”) is entered into as of this [\_\_] day of [\_\_\_\_\_\_\_\_], 2020 (the “**Effective Date**”), by and between InterX, Inc., a corporation existing under the laws of [Delaware] and having a place of business at 101 Ygnacio Valley Road, Suite #320, Walnut Creek, CA, 94596 (hereinafter “**InterX**”) and [\_\_Referees\_\_\_\_\_\_], a [\_\_\_\_\_\_\_\_] with offices at [\_\_\_\_\_\_\_\_] (hereinafter “**Licensee**”). InterX and Licensee are sometimes referred to herein collectively as the “**Parties**” and individually as a “**Party**”.

**WHEREAS**, InterX owns and controls the Software (as defined below) that is useful for simulating virtual experiments on chemical compounds; and

**WHEREAS**, Licensee wishes to obtain a license to the Software;

**NOW, THEREFORE**, the Parties, intending to be legally bound, hereby agree as follows: **1. Definitions**.

**1.1** “**Affiliate**” means, with respect to any entity (including a Party to this Agreement), any other entity controlled by, controlling, or under common control with such entity. For the purposes of this definition, the term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) means direct or indirect ownership, including ownership by one or more trusts with substantially the same beneficial interests, of fifty percent (50%) or more of the outstanding voting and equity rights of such entity, or possession of the power to direct the management and policies of such entity.

**1.2** “**Copyright**” means InterX’s copyright in the Software under applicable state and federal copyright laws, and international copyright treaties and conventions relating to the protection of copyrights worldwide.

**1.3** “**Derivatives**” means any and all computer software that is created by or on behalf of Licensee that includes, or is based in whole or in part on, the Software, including translation of the Software to other foreign or computer languages, adaptation of the Software to other hardware platforms, abridgments, condensations, revisions, and software incorporating all or any part of the Software.

**1.4** “**Results**” has the meaning set forth in Section 3.2.

**1.5** “**Simulated Experiments**” means the virtual and simulated experiments more particularly described on **Exhibit A**.

**1.6** “**Software**” means the software program known as “[Arbalest],” in executable file and any related files and documentation, as it exists on the Effective Date.

**1.7** “**Term**” has the meaning set forth in Section 7.1.

1.

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**1.8** “**Third Party**” means any entity other than InterX or Licensee or an Affiliate of InterX or Licensee.

**2. License Grant.**

**2.1 License**. InterX hereby grants to Licensee a non-exclusive, non-sublicenseable, royalty-free license under the Copyrights to the Software to use and perform the Software solely to perform the Simulated Experiments.

**2.2 InterX Rights in Derivatives**. Licensee shall not make any Derivatives. Notwithstanding the foregoing, if Licensee makes any Derivatives, InterX solely owns all Derivatives and Licensee hereby assigns to InterX all of Licensee’s rights, title, and interest in and to the Derivatives. InterX may establish all proprietary rights for itself in the intellectual property represented by Derivatives, whether trade secrets, copyrights, patents or other rights.

**2.3 No Other Grant of Rights**. Except as expressly provided in this Agreement, nothing in this Agreement confers any ownership interest, license or other rights upon Licensee by implication, estoppel or otherwise as to any technology, intellectual property rights or products of InterX. For clarity, if Licensee desires to use the Software for any purpose other than performing the Simulated Experiments, such additional use is subject to such additional terms and conditions as may be mutually agreed by the Parties in their sole discretion.

**3. Simulated Experiments**.

**3.1 Performance**. Licensee shall use commercially reasonable efforts to perform the Simulated Experiments using the Software during the Term.

**3.2 Reporting**. Within sixty (60) days after the end of the Term, Licensee shall furnish InterX with a written report summarizing the results and data of the Simulated Experiments (the “**Results**”). Licensee and InterX jointly own the Results and Licensee hereby assigns to InterX an undivided one-half interest in the Results. Neither Party shall use, practice, license, or otherwise exploit the Results without the prior written consent of the other Party.

**4. Confidential Information**

**4.1 Confidential Information**. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing by the Parties, each Party agrees that, during the Term and for five (5) years thereafter, such Party (the “**Receiving Party**”) shall keep confidential and shall not publish or otherwise disclose and shall not use for any purpose, other than as expressly provided for in this Agreement, any information furnished to it by or on behalf of the other Party (the “**Disclosing Party**”) pursuant to this Agreement or under any prior non-disclosure, secrecy or confidentiality agreement between the Parties entered into in anticipation of, or in connection with the negotiation of, the transactions contemplated by this Agreement, whether in written, oral, visual, electronic or other form (“**Confidential Information**”). The Receiving Party may use Confidential Information only to the extent required to accomplish the purposes of this Agreement. The Receiving Party shall use at least the same standard of care as it uses to protect

2

231402142 v1

proprietary or confidential information of its own, but no less than reasonable care, to ensure that its, and its Affiliates’ and employees, agents, consultants and other representatives (“**Representatives**”) do not disclose or make any unauthorized use of the Confidential Information.

**4.2 Exceptions**. Confidential Information shall not include any information that the Receiving Party can prove by competent evidence: (a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party in breach of this Agreement, generally known or available to the public; (b) is known by the Receiving Party at the time of receiving such information, as evidenced by its records; (c) is hereafter furnished to the Receiving Party on a non-confidential basis by a Third Party, as a matter of right (*i.e.*, without breaching any obligation such Third Party may have to the Disclosing Party); or (d) is independently discovered or developed by the Receiving Party, independently of the activities undertaken by the Receiving Party pursuant to this Agreement and without the use of Confidential Information of the Disclosing Party, as evidenced by the Receiving Party’s contemporaneously-maintained written records.

**4.3 Authorized Disclosure**. Each Party may disclose Confidential Information of the other Party as expressly permitted by this Agreement, or if and to the extent such disclosure is necessary in the following instances: (a) enforcing such Party’s rights under this Agreement and performing its obligations under this Agreement; (b) prosecuting or defending litigation as permitted by this Agreement; (c) complying with applicable court orders or applicable laws or the listing rules of any exchange on which such Party’s securities are traded; (d) disclosure to the Receiving Party’s Affiliates, licensees, permitted potential licensees, and to the Receiving Party’s and its Affiliates’ Representatives who, in each case, need to know such information in order for the Receiving Party to exercise its rights or fulfill its obligations under this Agreement, provided, in each case, that any such Affiliate, actual or potential licensee or sublicensee, or Representative agrees to be bound by terms of confidentiality and non-use at least as restrictive as those set forth in this Article 4. Notwithstanding the foregoing, in the event the Receiving Party is required to make a disclosure of the Disclosing Party’s Confidential Information pursuant to this Section 4.3(a) or Section 4.3(b), it will, except where impracticable, (i) give reasonable advance notice to the Disclosing Party of such disclosure, (ii) use efforts to secure confidential treatment of such information at least as diligent as the Receiving Party would use to protect its own confidential information, but in no event less than reasonable efforts, and (iii) cooperate with any efforts by the Disclosing Party, at the Disclosing Party’s request and expense, to secure confidential treatment of such Confidential Information. Disclosure by the Receiving Party of Confidential Information in accordance with any of the foregoing provisions of this Section 4.3 shall not, in and of itself, cause the information so disclosed to cease to be treated as Confidential Information under this Agreement, except to the extent that, by virtue of disclosure by the Receiving Party in full compliance with this Section 4.3, such information becomes generally known or available.

**4.4 Confidentiality of this Agreement**. Except as otherwise provided in this Article 4, each Party agrees not to disclose to any Third Party the terms of this Agreement without the prior written consent of the other Party hereto, except that each Party may disclose the terms of this

3

Agreement that are otherwise made public as contemplated by Section 4.5 or to the extent such disclosure is permitted under Section 4.3.

**4.5 Publication**. Subject to the remainder of this Section 4.5, Licensee shall publish and present all data, information, and results generated by or on behalf of Licensee in the course of Part 1 of the Simulated Experiments. Licensee shall provide a copy of any such publication or presentation to InterX for InterX’s review and comment no later than thirty (30) days prior to the planned date of submission or presentation, as applicable. Licensee shall consider InterX’s comments in good faith and incorporate such comments as appropriate. If InterX notifies Licensee within such thirty (30)-day period that such publication or presentation contains any Confidential Information of InterX, Licensee shall remove such Confidential Information from such publication or presentation. If InterX determines in good faith that such publication or presentation would adversely affect the ability to obtain intellectual property protection for any inventions, discoveries and conclusions generated in the course of the Simulated Experiments, Licensee shall delay such publication or presentation for at least an additional sixty (60) days for purposes of permitting InterX to file for such intellectual property protection. Licensee shall (a) include InterX as a co-author on any publication or presentation and (b) acknowledge the use of the Software and InterX as the developer of the Software in any publication or presentation of results obtained through the use of the Software, in each case, in accordance with customary academic practice. For clarity, Licensee shall not publish or present any data, information, or results generated by or on behalf of Licensee in the course of Part 2 of the Simulated Experiments.

**5. Warranties; Limitation of Liability.**

**5.1 Compliance with Law**. Licensee represents and warrants that it will comply with all local, state, federal and international laws and regulations relating to the development, manufacture, use, sale and importation of the Software.

**5.2 No Warranties**. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO BE A WARRANTY BY LICENSOR THAT ANY OF THE COPYRIGHTS WILL AFFORD ADEQUATE OR COMMERCIALLY WORTHWHILE PROTECTION. LICENSOR MAKES NO WARRANTIES WHATSOEVER AS TO THE COMMERCIAL OR SCIENTIFIC VALUE OF THE COPYRIGHTS OR THE SOFTWARE. THE SOFTWARE IS PROVIDED “AS-IS.” LICENSOR MAKES NO REPRESENTATION THAT THE. COPYRIGHTS IN THE SOFTWARE OR THE DEVELOPMENT, MANUFACTURE, USE, SALE OR IMPORTATION OF THE SOFTWARE, OR ANY ELEMENT THEREOF, WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS. LICENSOR HAS NO OBLIGATION HEREUNDER TO PROVIDE ANY SUPPORT OR MAINTENANCE FOR THE SOFTWARE TO LICENSEE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY WITH RESPECT TO ANY TECHNOLOGY, COPYRIGHTS, SOFTWARE, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT AND EACH PARTY HEREBY DISCLAIMS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

4

231402142 v1

PARTICULAR PURPOSE AND NON1NFRINGEMENT WITH RESPECT TO ANY AND ALL OF THE FOREGOING.

**5.3 Limitation of Liability**. Except with respect to matters for which Licensee is obligated to indemnify InterX under Article 5, neither Party will be liable to the other with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for (a) any indirect, incidental, consequential or punitive damages or lost profits or (b) cost of procurement of substitute goods, technology or services. InterX’s aggregate liability for all damages of any kind arising out of or relating to this Agreement or its subject matter under any contract, negligence, strict liability or other legal or equitable theory shall not exceed the amounts paid to InterX under this Agreement.

**6. Indemnification**.

**6.1 Indemnity**. Licensee shall indemnify, defend and hold harmless InterX and their current and former directors, officers, employees, and their respective successors, heirs and assigns (the “**Indemnitees**”) from and against any claim, liability, cost, expense, damage, deficiency, loss or obligation of any kind or nature (including reasonable attorneys’ fees and other costs and expenses of litigation) based upon, arising out of or otherwise relating to this Agreement, including any cause of action relating to product liability concerning, any product, process or service made, used, sold or performed pursuant to any right or license granted under this Agreement (collectively “**Claims**”). Neither InterX nor Licensee shall settle any Claim without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the above, this Section 6.1 shall not apply to Claims resulting from the gross negligence or willful misconduct of one or more Indemnitee.

**7. Term and Termination**.

**7.1 Term**. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated as provided in this Article 6, shall continue in full force and effect for six (6) months, unless earlier terminated by the Parties (the “**Term**”).

**7.2 Termination**.

**7.2.1 Termination Without Cause**. Licensee may terminate this Agreement upon sixty (60) days’ prior written notice to InterX.

**7.2.2 Termination for Default**. In the event that either Party commits a material breach of its obligations under this Agreement and fails to cure that breach within sixty (60) days after receiving written notice thereof, the other Party may terminate this Agreement immediately upon written notice to the Party in breach.

**7.3 Effect of Termination or Expiration**. Upon expiration or termination of this Agreement by either Party pursuant to any of the provisions of Section 7.2, the rights and licenses granted to Licensee under Article 2 shall terminate, all rights in and to and under the Copyrights and Software revert to InterX, and Licensee shall not make any further use or exploitation of the

5

231402142 v1

Software. Termination or expiration of this Agreement shall not relieve the Parties of obligations accruing prior to such termination or expiration. Notwithstanding the foregoing, the Parties’ respective rights, obligations and duties under Articles 4, 6 and 8, and Sections 2.2 and 7.3, shall survive any expiration or termination of this Agreement.

**8. Miscellaneous**.

**8.1 No Security Interest**. InterX shall not enter into any agreement under which InterX grants to or otherwise creates in any Third Party a security interest in this Agreement or any of the rights granted to Licensee herein. Any grant or creation of a security interest purported or attempted to be made in violation of the terms of this Section 8.1 is null and void and of no legal effect.

**8.2 Use of Name**. Except as provided in Section 4.5, Licensee shall not use or register the name “InterX” (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify InterX for any purpose except with the prior written approval of, and in accordance with restrictions required by, InterX. This restriction shall not apply to any information required by law to be disclosed to any governmental entity.

**8.3 Entire Agreement**. This Agreement is the sole agreement with respect to the subject matter hereof and, except as expressly set forth herein, supersedes all other agreements and understandings between the Parties with respect to the same.

**8.4 Notices**. Unless otherwise specifically provided, all notices required or permitted by this Agreement must be in writing and may be delivered personally, or may be sent by facsimile, expedited delivery or certified mail, return receipt requested, to the following addresses, unless the Parties are subsequently notified of any change of address in accordance with this Section 8.4:

If to InterX: InterX, Inc.

101 Ygnacio Valley Road

Suite #320

Walnut Creek, CA, 94596

If to Licensee: [\_\_\_\_\_\_\_\_]

[\_\_\_\_\_\_\_\_]

[\_\_\_\_\_\_\_\_]

[\_\_\_\_\_\_\_\_]

Any notice is deemed to have been received as follows: (a) by personal delivery or expedited delivery, upon receipt; (b) by facsimile, one business day after transmission or dispatch; (c) by certified mail, as evidenced by the return receipt. If notice is sent by facsimile, a confirming copy of the same must be sent by mail to the same address.

**8.5 Governing Law and Jurisdiction**. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or

6

231402142 v1

conflict of law provision. Any action, suit or other proceeding arising under or relating to this Agreement (a “**Suit**”) will be brought in a court of competent jurisdiction in the State of Delaware, and the Parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the State of Delaware. Each Party agrees not to raise any objection at any time to the laying or maintaining of the venue of any Suit in any of the specified courts, irrevocably waives any claim that Suit has been brought in any inconvenient forum and further irrevocably waives the right to object, with respect to any Suit, that such court does not have any jurisdiction over such Party.

**8.6 Binding Effect**. This Agreement is binding upon and inures to the benefit of the Parties and their respective legal representatives, successors and permitted assigns.

**8.7 Headings**. Section and subsection headings are inserted for convenience of reference only and do not form a part of this Agreement.

**8.8 Counterparts**. The Parties may execute this Agreement in two or more counterparts, each of which is deemed an original.

**8.9 Amendment; Waiver**. This Agreement may be amended, modified, superseded or canceled, and any of the terms may be waived, only by a written instrument executed by each Party or, in the case of waiver, by the Party waiving compliance. The delay or failure of either Party at any time or times to require performance of any provisions hereof shall in no manner affect the rights at a later time to enforce the same. No waiver by either Party of any condition or of the breach of any term contained in this Agreement, whether by conduct, or otherwise, in anyone or more instances, is deemed to be, or considered as, a further or continuing waiver of any such condition or of the breach of such term or any other term of this Agreement.

**8.10 No Agency or Partnership**. Nothing contained in this Agreement shall give either Party the right to bind the other, or be deemed to constitute either Party as agent for or partner of the other or any Third Party.

**8.11 Assignment and Successors**. This Agreement may not be assigned by either Party without the consent of the other, which consent shall not be unreasonably withheld, except that each Party may, without such consent, assign this Agreement and the rights, obligations and interests of such Party to any Affiliate, to any purchaser of all or substantially all of its assets to which the subject matter of this Agreement relates, or to any successor corporation resulting from any merger or consolidation of such Party with or into such corporation; provided, in each case, that the assignee agrees in writing to be bound by the terms of this Agreement. Any assignment purported or attempted to be made in violation of the terms of this Section 8.11 is null and void and of no legal effect.

**8.12 Force Majeure**. Except for monetary obligations hereunder, neither Party will be responsible for delays resulting from causes beyond the reasonable control of such Party, including fire, explosion, flood, war, strike, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and

7

231402142 v1

continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

**8.13 Interpretation**. Each Party acknowledges and, agrees that: (a) it and/or its counsel reviewed and negotiated the terms and provisions of this Agreement and has contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; (c) the terms and provisions of this Agreement will be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party was generally responsible for the preparation of this Agreement and (d) the use of “include,” “includes,” or “including” herein shall not be limiting and “or” shall not be exclusive.

**8.14 Severability**. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the Parties that the remainder of this Agreement shall not be affected.