

## Software License Agreement

This Software License Agreement is made on the Effective Date as entered in Exhibit A between ABBYY USA Software House, Inc., located at 880 North McCarthy Blvd., Suite 220, Milpitas, CA 95035 ("ABBYY") and Alexandria Real Estate Equities, Inc. a corporation organized under the laws of Maryland with its principal place of business located at 385 East Colorado Blvd Suite #299 Pasadena, CA 91101 ("Licensee").

### 1. DEFINITIONS

- 1.1. Software means the ABBYY software listed in Exhibit A. Unless otherwise explicitly specified, the Software refers only to the version of the software listed in Exhibit A.
- 1.2. Territory means the United States of America unless otherwise specified in Exhibit A.
- 1.3. OCR (abbreviation of Optical Character Recognition) means the process of extracting text information from image files (TIFF, PCX, BMP, JPG, etc.) which can be used to create files in a format editable by word processors (RTF, DOC, TXT, XLS, HTML). Other OCR uses are to create search and retrieval indexing information for document management and archiving systems. Licensee can store the results in PDF format regardless of its type, or to store the results as a computer representation of the text in computer memory in any other way. OCR refers only to machine printed texts and barcodes.
- 1.4. ICR (abbreviation of Intelligent Character Recognition) means the process of extracting text information from image files (TIFF, PCX, BMP, JPG, etc.) which can be used, for example, to create files in a format editable by word processors (RTF, DOC, TXT, XLS, HTML, etc.) or to create search and retrieval indexing information for document management and archiving systems or to store the results in PDF format regardless of its type, or to store the results as a computer representation of the text in computer memory in any other way. ICR refers only to texts written by hand or created by other means that imitate human handwriting.
- 1.5. Intellectual Property Rights means all intellectual and industrial property rights and includes rights to (i) inventions, discoveries, and letters patent including reissues thereof and continuation and continuations in part, (ii) copyrights, (iii) designs and industrial designs, (iv) trademarks, service marks, trade dress and similar rights, (v) know-how, trade secrets and confidential information, (vi) integrated circuit topography rights and rights in mask works, and (vii) other proprietary rights.

### 2. LICENSE GRANT

- 2.1. Subject to the terms and conditions of this Agreement, ABBYY grants to Licensee a limited, non-exclusive, non-transferable, non-assignable right to install and use the Software solely for its own internal business purposes during the Term within the Territory specified in Exhibit A hereto, as set forth in Exhibit A. The Software is licensed by ABBYY, not sold. Licensee acknowledges that the Software and all related information, including without limitation all documentation, support, updates, upgrades, and maintenance as defined in Exhibit B are proprietary to ABBYY or its suppliers.
- 2.2. Unless expressly permitted in Exhibit A, Licensee may not use or grant the right to use the Software to provide public (commercial or non-commercial) services like SAAS, Cloud, or BPO without prior written consent from ABBYY. Licensee shall reveal all information requested by ABBYY with regard to the usage of the Software. All such information and disclosure will be contained in Exhibit A. In case any of the usage of the Software differs from those described in Exhibit A, this Agreement may be immediately terminated by ABBYY.
- 2.3. ABBYY does not grant Licensee the right to transfer or sublicense the Software. No title or ownership of the Software is transferred to Licensee.
- 2.4. Licensee may not copy, reverse engineer, disassemble, decompile, or translate the Software, or otherwise attempt to derive the source code of, decrypt, modify, create derivative works, sell or distribute the Software or its documentation, or any information concerning the Software's inner structure, function calls, user interface via paper, disk, email or using any other media.

### 3. LICENSE FEE PAYMENTS

- 3.1. The price of the Software shall be stated on the annual invoice sent by ABBYY to Licensee.
- 3.2. The Software License Fee Amount is due and payable in accordance the payment terms specified in Exhibit A.
- 3.3. All obligations related to the License Fee Amount payments will become effective starting on the Effective Date.
- 3.4. Licensee has no right to utilize the Software without prepaying the License Fee Amount, unless otherwise indicated in Exhibit A.
- 3.5. In no case may ABBYY be obliged to return to Licensee any payments for License Fee Amount made by Licensee.



3.6. ABBYY has the right to immediately terminate this Agreement if Licensee refuses to pay the License Fee Amount as defined in Section 3.2 of this Agreement.

3.7. If Licensee account becomes delinquent (falls into arrears), delinquent invoices are subject to interest of one and one-half percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection.

3.8. ABBYY, or its agents and representatives, has the right, during normal business hours upon at least one business day prior written notice at a time mutually acceptable to Licensee and ABBYY, to inspect the Software from a remote location and for that purpose to have access to the location of the Software. Any such inspection shall be supervised by a designated employee of Licensee.

#### 4. SOFTWARE SHIPMENT

4.1. The Software is protected by a software protection key, which software protection key will expire without further notice upon the expiration or earlier termination of this Agreement and may render the Software unusable.

4.2. Licensee can order from ABBYY the delivery of the Software or any updates of the Software keys by email or Registered Courier.

4.3. ABBYY will provide Licensee access to the Software or any updates via electronic email distribution to the email address specified in Exhibit A. ABBYY's obligations shall be deemed successfully fulfilled and delivery shall be deemed to have occurred upon delivery by ABBYY of the Software by email to the email address specified in Exhibit A ("Delivery"). If Licensee requires the Software license key to be delivered on a physical copy, ABBYY's obligations shall be deemed successfully fulfilled and Delivery shall be deemed to have occurred upon the fifth calendar day after ABBYY deposits the media containing the Software protection key in the U.S. mail or upon the day such media is delivered to Licensee by a registered courier.

4.4. Risk of loss for the Software shall pass to Licensee and Licensee shall bear all the expenses related to the transport, custom duties and shipping insurance from the moment either the ordered Software is downloaded by Licensee or Delivered to Licensee or Licensee's designate in accordance with Section 4.3 above, whichever first occurs.

#### 5. SOFTWARE USAGE

5.1. Licensee can only install the number of Software License(s) as indicated in Exhibit A.

5.2. If the Software is deployed in a virtual or ghosting software environment, at no time may multiple machines use the same Software license number, except when the equivalent license to machine quantity has been purchased. Licensee agrees that at no time may the total pages used by the Software exceed the total page count purchased from ABBYY as specified in Exhibit A.

5.3. Any updates and/or upgrades delivered and received by Licensee during the term of this Agreement shall automatically update the version number in Exhibit A.

5.4. Licensee shall keep the Software at its place of business or otherwise indicated in Exhibit A.

#### 6. TERMS OF PAYMENT AND SHIPMENT

6.1. Licensee shall pay the License Fee Amount by either Licensee check, wire transfer or a method approved by ABBYY Accounting Dept.

6.2. If Licensee chooses to pay by ABBYY check, the check shall be sent to:

NAME:	ACCOUNTS RECEIVABLE DEPT
COMPANY:	ABBYY USA SOFTWARE HOUSE, INC.
ADDRESS:	880 NORTH MCCARTHY BLVD. SUITE 220 MILPITAS, CALIFORNIA 95035
PHONE:	(408) 457-9777
FAX:	(408) 457-9778

6.3. If Licensee chooses to pay by wire transfer, the wire shall be sent to:

BANK NAME:	Bank of America Merrill Lynch 100 West 33 <sup>rd</sup> St., New York, NY 10001
BANK CONTACT:	Shelia Whitman, 1-(408)-938-0245
ROUTING #:	026009593 for Wire transfer 323070380 for ACH
SWIFT #:	BOFAUS3N (for international wires)
BENEFICIARY NAME:	ABBYY USA Software House, Inc.
BENEFICIARY ACCOUNT #:	485008733318

6.4. All bank transfer charges and or credit card transaction charges will be at Licensee's expense.



## 7. LICENSEE'S OBLIGATIONS

- 7.1. In addition to the restrictions set forth in Section 2 (License Grant) above, Licensee may not:
- 7.1.1. Distribute the Software and consequently, may not grant use to any third party, or grant any other form of access to the Software, nor copy, sell, rent or lease the Software or any of its components;
  - 7.1.2. Copy, sell or distribute the Software's documentation (Licensee's Manual or any information concerning the Software's inner structure, function calls, user interface via paper, disk, email or using any other media;
  - 7.1.3. Distribute the Software type library and the associated files including the Software Application Programming Interface description or any other of the software components.
  - 7.1.4. Compete with ABBYY in the area of OCR and/or ICR products development and sales using ABBYY's Software contained in this agreement.
  - 7.1.5. In any way, during or after the term of the Agreement, make any use of or claim any right to any name, logo, trademark pattern or design owned by ABBYY, or any name, logo, trademark pattern or design resembling them.
- 7.2. Licensee agrees to provide ABBYY with complete and accurate billing and contact information listed in Additional Terms, Section 2, of Exhibit A. This information includes Licensee's legal company name, street address, email address, and name and telephone number of an authorized billing contact and license administrator. Licensee agrees to update this information within thirty (30) days of any changes to the information. If the contact information Licensee provided is false or fraudulent, ABBYY reserves the right to terminate the Agreement in addition to availing itself of any other legal remedies available at law or in equity.

## 8. LICENSEE'S LIABILITY

- 8.1. Licensee must compensate ABBYY in full for any damage caused by the breach by Licensee of Sections 2.2 through 2.4 and Section 7.1 of this Agreement, including any damage caused by third parties who received access to the Software as a result of Licensee's breach.

## 9. DEFENSE AND INDEMNIFICATION BY ABBYY

9.1. Subject to the limitations in this Section and as additionally stated elsewhere in this Agreement, ABBYY agrees to, at its expense, to defend Licensee against a third party claim that specific portions of the Software created by and provided by ABBYY pursuant to this Agreement, and not made in whole or in part according to Licensee's specifications, other direction or information received from Licensee, infringes any U.S. patent, copyright, or trade secret rights as of the Effective Date, and to indemnify Licensee from and against any settlement amount agreed to by ABBYY, or finally awarded judgment where ABBYY is judicially determined to have infringed or misappropriated such third party rights, as a result of such alleged infringement or misappropriation. **IN NO EVENT SHALL ABBYY'S LIABILITY UNDER THIS SECTION 9 (DEFENSE AND INDEMNIFICATION BY ABBYY), INCLUDING, BUT NOT LIMITED TO, INDEMNIFY, DEFEND, OR HOLD HARMLESS, EXCEED THE TOTAL AMOUNT OF REVENUE RECEIVED BY ABBYY FROM LICENSEE UNDER THIS AGREEMENT WITHIN TWELVE (12) MONTHS OF THE DATE THE CLAIM FIRST AROSE.**

### 9.2. LIMITS ON DEFENSE AND INDEMNIFICATION

9.2.1. ABBYY shall have no indemnity or defense obligation if Licensee does not: (A) notify ABBYY in writing of any such claim promptly after Licensee's receipt of such claim, (B) allow ABBYY to assume sole control of the defense and any settlement negotiations related to such claim, or (C) cooperate with ABBYY in the defense or any related settlement negotiations. Licensee may participate in any such claim at its own expense provided Licensee enters into a joint defense agreement acceptable to ABBYY.

9.2.2. ABBYY shall have no defense or indemnity obligation, including without limitation, for Software or its documentation, or any portion or component thereof, (no matter who creates or provides it): (A) that is not provided by ABBYY, (B) that is modified by a party other than ABBYY and not at its direction, if the alleged infringement would not have occurred in the absence of such modification, (C) that is combined with other products, processes or materials where the alleged infringement would not have occurred in the absence of such combination, (D) to the extent Licensee continues allegedly infringing activity or using allegedly infringing versions of the Software or its documentation, or any portion or component thereof, after (1) being notified thereof, and (2) being provided at no additional cost to Licensee modifications that would have avoided the alleged infringement without significant loss of performance, compatibility or functionality, (E) where Licensee's use or distribution of the Software, rather than the Software itself, is not consistent with the terms of this Agreement or any applicable license or is the primary cause of an alleged infringement, and/or (F) that is the result of, in whole or in part, due to Licensee's specifications or other direction, information received from Licensee, or otherwise caused by Licensee.

9.3. In the event a third party makes a claim against Licensee alleging that the Software infringes upon such third party's U.S. patent, copyright, or trade secret rights, ABBYY may, at its option, (i) modify the Software in such a way that it does not infringe upon or misappropriate the rights of the third party, or (ii) obtain for Licensee a license



or other right to use the Software. If the foregoing options are not practical or available on commercially reasonable terms and conditions as determined by ABBYY in its sole judgment, ABBYY may require the return of the Software, and upon its return refund to Licensee amounts paid for the Software, minus a reasonable allowance for the period Licensee used the Software on a five year use amortization basis.

**9.4. ABBYY'S OBLIGATIONS UNDER THIS SECTION 9 SET FORTH LICENSEE'S SOLE AND EXCLUSIVE REMEDY AND ABBYY'S SOLE OBLIGATION AND LIABILITY FOR A THIRD PARTY CLAIM THAT THE SOFTWARE INFRINGE OR MISAPPROPRIATE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.**

**10. DEFENSE AND INDEMNIFICATION BY LICENSEE**

10.1. Subject to the limitations in this Section 10 (Defense and Indemnification by Licensee) and as additionally stated elsewhere in this Agreement, Licensee agrees to, at its expense, to defend ABBYY against a third party claim that hardware, software, information, direction, specifications, or other materials it provides ("Licensee Materials") infringes any U.S. patent, copyright, or trade secret rights as of the Effective Date, and to indemnify ABBYY from and against any settlement amount agreed to by Licensee, or finally awarded judgment where Licensee is judicially determined to have infringed or misappropriated such third party rights, incurred by ABBYY as a result thereof.

**10.2. LIMITS ON DEFENSE AND INDEMNIFICATION**

10.2.1. Licensee shall have no indemnity or defense obligation if ABBYY does not: (A) notify Licensee in writing of any such claim promptly after ABBYY's receipt of such claim, (B) allow Licensee to assume sole control of the defense and any settlement negotiations related to such claim, or (C) cooperate with Licensee in the defense or any related settlement negotiations. ABBYY may participate in any such claim at its own expense provided ABBYY enters into a joint defense agreement reasonably acceptable to Licensee.

10.2.2. Licensee shall have no defense or indemnity obligation, including without limitation, for any Licensee Materials : (A) that are not provided by Licensee, (B) that are modified by a party other than Licensee and not at its direction, if the alleged infringement would not have occurred in the absence of such modification, (C) that are combined with other products, processes or materials where the alleged infringement would not have occurred in the absence of such combination, (D) to the extent ABBYY continues allegedly infringing activity or using allegedly infringing Licensee Materials after (1) being notified thereof, and (2) being provided at no additional cost to ABBYY modifications that would have avoided the alleged infringement without significant loss of performance, compatibility or functionality, (E) where ABBYY's use or distribution of Licensee Materials is not consistent with the terms of this Agreement or any applicable license or is the primary cause of an alleged infringement, and/or (F) to the extent that the claim is the result of, in whole or in part, due to ABBYY's specifications or other direction, information received from ABBYY, or otherwise proximately caused by ABBYY.

10.3. In the event a third party makes a claim against ABBYY alleging that Licensee's Materials infringe upon such third party's U.S. patent, copyright, or trade secret rights, Licensee may, at its option, (i) modify Licensee's Materials in such a way that it shall not infringe upon or misappropriate the rights of the third party or (ii) obtain for ABBYY a license or other right to use such Licensee Materials.

**10.4. SUBJECT TO SECTION 11 (COPYRIGHT AND ILLEGAL CONTENT), LICENSEE'S OBLIGATIONS UNDER THIS SECTION 10 SET FORTH ABBYY'S SOLE AND EXCLUSIVE REMEDY AND LICENSEE'S SOLE OBLIGATION AND LIABILITY FOR A THIRD PARTY CLAIM THAT LICENSEE'S MATERIALS INFRINGE OR MISAPPROPRIATE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.**

**11. COPYRIGHTS AND ILLEGAL CONTENT**

11.1. ABBYY assumes no responsibility for the content (documents and/or other materials, regardless of source or format) that is processed with the Software. Licensee warrants and guarantees that it will not use the Software in any way that would violate the copyright of a third party, or to process content that is, in and of itself, illegal under the laws of the United States or any other country in which Licensee may use the Software.

11.2. Licensee will defend and indemnify ABBYY, ABBYY's parent company, affiliates, subsidiaries, officers and directors, against any and all claims made by a third party alleging infringement of its rights in any copyrighted work by means of Licensee's application of the ABBYY Software in violation of this Section 11 (Copyrights and Illegal Content).

**12. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES**

12.1. For a period of ninety (90) days from the first delivery of the Software to Licensee, ABBYY warrants that the core functions of the Software work in all material respects as stated in the accompanying technical documentation (the "Documentation"). Licensee's sole and exclusive remedy and ABBYY's sole liability for a breach of the foregoing warranty is that, provided Licensee has provided written notice to ABBYY of the failure of the core functions to perform as warranted within the warranty period, and provided further that ABBYY is able to replicate such failure, ABBYY will work to correct such failure and provide a patch or other error correction as soon as reasonably practicable. In the event that ABBYY is unable to provide a patch, error correction or work



around within thirty (30) business days of replicating the failure, then, at Licensee's written request, ABBYY will refund the license fees paid for the non-conforming Software together with a ratable portion of the maintenance fees paid for such non-conforming Software.

**12.2. TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED UNDER SECTION 12.1 ABOVE, THE SOFTWARE AND ITS DOCUMENTATION, INCLUDING ANY UPGRADES AND UPDATES THERETO, ARE BEING DELIVERED TO LICENSEE "AS IS" AND ABBYY MAKES NO WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ABBYY DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR FREE OR OPERATE IN AN UNINTERRUPTED FASHION, WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE SOFTWARE WILL FUNCTION PROPERLY WHEN USED IN CONJUNCTION WITH ANY OTHER SOFTWARE OR HARDWARE.**

### **13. LIMITATION OF LIABILITY**

**13.1. IN NO CASE SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING THE LOSS OF PROFITS) FOR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY EVEN IF EITHER PARTY OR ITS AFFILIATES OR SUPPLIERS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ABBYY BE LIABLE FOR DIRECT DAMAGES FOR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, IN EXCESS OF THE AMOUNTS PAID FOR THE SOFTWARE OUT OF WHICH THE DAMAGE CLAIM ARISES, EVEN IF ABBYY OR ITS AFFILIATES OR SUPPLIERS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS ARTICLE 13 (LIMITATION OF LIABILITY) SHALL DIMINISH EITHER PARTY'S RIGHTS OR OBLIGATIONS TO DEFEND AND PAY THIRD PARTY CLAIMS AS SPECIFIED UNDER ARTICLES 8 (LICENSEE'S LIABILITY), 9 (DEFENSE AND INDEMNIFICATION BY ABBYY), 10 (DEFENSE AND INDEMNIFICATION BY LICENSEE), OR 11 (COPYRIGHTS AND ILLEGAL CONTENT).**

### **14. TERM, TERMINATION, UPGRADE AND RENEWAL**

14.1. Term of Agreement: As indicated in Exhibit A

14.2. At any time during the term of the Agreement, Licensee may elect to add additional features or capabilities for additional fees. ABBYY will attempt to make these additions coterminous with the licenses granted for the Software under this Agreement.

14.3. This Agreement will automatically renew for an additional term only if stated in Exhibit A. Features and functionality added to the Software during the initial agreement will be included in such renewal.

14.4. ABBYY reserves the right to immediately suspend or terminate all or any of its obligations at any time by giving notice in writing to Licensee if any of the following applies:

14.4.1. Licensee commits a breach of Sections 2, 3, 5, or 10 of this Agreement;

14.4.2. Licensee becomes bankrupt or insolvent, or suffers any similar action in consequence of debt or goes into voluntary or compulsory liquidation, to the extent permitted under applicable law;

14.5. Either party may terminate this Agreement if the other party breaches any material provision of this Agreement and if such breach is not cured within thirty (30) days of notice from the non-breaching party advising of such breach.

14.6. Licensee is obligated to pay ABBYY in full the balance due on the account if the Agreement is terminated prior to the completion of the current Term.

14.7. At the end of the Agreement and if the Agreement is not renewed, Licensee will delete and destroy all Software and copies of Software installed on their computer(s). Licensee will then email to ABBYY a confirmation via a Letter of Destruction signed by an authorized representative of Licensee, a copy of which may be obtained from an ABBYY sales representative. Any such Letter of Destruction is governed by the terms and conditions of this Agreement.

14.8. Upon expiration or earlier termination of this Agreement, Licensee shall not use or deploy, and is expressly prohibited by ABBYY from deploying or utilizing, the Software, including without limitation its documentation and any component or portion of the Software or its Documentation.

14.9. Return Procedure – Upon expiration or termination of the Agreement, Licensee, at its sole expense, shall forthwith pack and return the Software to ABBYY in the same condition as when received by Licensee, reasonable wear and tear alone expected.

14.10. Upon the termination or expiration of the Agreement and the licenses granted to the Software herein, Licensee shall not have the right to any compensation for goodwill, customers, expenses, or any other payment of any nature from ABBYY.

14.11. All obligations concerning confidentiality, payments, warranty disclaimers, limitations of liability, and reconciliation, shall survive any termination or expiration of this Agreement.



## 15. PUBLICITY; CONFIDENTIALITY

15.1. Unless otherwise agreed to in writing, the Parties shall maintain the strictest confidentiality and shall not disclose to any third party the terms and conditions of this Agreement.

15.2. ABBYY reserves the right to develop a press release without mentioning Licensee name instead referring to Licensee as an ABBYY customer in the specific industry.

15.3. Licensee acknowledges that the ABBYY SDK and any written or oral information disclosed by ABBYY or observed or otherwise acquired by Licensee in relation to ABBYY SDK (such as source code, object code, accompanying documentation, the terms and conditions of this Agreement, or ABBYY's price policy) is ABBYY's confidential information (hereinafter, "Confidential Information").

15.3.1. Licensee agrees to maintain confidentiality of the Confidential Information and not to use or disclose such Confidential Information except to Licensee's employees who need to know such Confidential Information in the course of the performance of this Agreement.

15.3.2. Licensee shall ensure that Licensee's employees, agents, and sub-contractors to whom Confidential Information of ABBYY is disclosed or who have access to Confidential Information of ABBYY sign or have signed a nondisclosure or similar agreement in content substantially similar to this Agreement, which agreement must be sufficiently broad in scope so as to protect the Confidential Information. Licensee agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that Licensee utilizes to protect Licensee's own Confidential Information of a similar nature and in no event less than a reasonable standard of care. Licensee agrees to notify ABBYY in writing of any misuse or misappropriation of Confidential Information.

15.3.3. Without prior written approval from ABBYY, under no circumstances may Licensee use or authorize or enable any third party to use the Confidential Information to develop any application that will provide for functionality comparable to the ABBYY SDK, or any other ABBYY software.

## 16. MISCELLANEOUS PROVISIONS

16.1. The names of Articles used in this Agreement are for reference only and are not to be construed in any way as terms.

16.2. Licensee may not assign or transfer any of the rights or responsibilities set forth herein without the express written consent of ABBYY.

16.3. Either party's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of any such rights.

16.4. This Agreement, together with the attached exhibits that are incorporated by reference, constitutes the complete agreement between the parties, concerning the subject matter of this Agreement and such exhibits, and supersedes all prior or contemporaneous agreements or representations, written or oral concerning such subject matter. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.

16.5. Any notice to be given under this Agreement shall be in writing and sent by facsimile transmission with a hard copy forwarded by U.S. Mail or forwarded by first class prepaid (registered or recorded delivery) letter post to the receiving party at its business address as last notified in writing to the other party and shall be deemed to have been given on the date of the facsimile transmission provided the sender has received a confirming notice from the facsimile system that the transmission was successfully delivered or, in the case of notices sent via pre-paid registered or recorded letter delivery, then on the day following that on which the notice was sent.

16.6. Should individual Articles or Sections of this Agreement be determined to be invalid, the validity of the remaining Articles and Sections is not affected.

16.7. All the terms and time periods herein are calculated as calendar if not explicitly specified otherwise. If the last day of the period happens to be a non-working day either in the country of ABBYY or in the country of Licensee, such period shall terminate on the first working day following this non-working day.

## 17. FORCE-MAJEURE

17.1. If the provisions of this Agreement or any obligation hereunder are prevented, restricted or interfered with by reason of circumstances beyond the reasonable control of the party obliged to perform it, the party so affected upon giving prompt notice to the other party, shall be excused from those requirements or obligations to the extent of the prevention, restriction or interference but the party so affected shall use its commercially reasonable efforts to avoid or remove such causes of non-performance and shall resume those requirements or obligations as soon as possible after such causes are removed or diminished.

## 18. LAW AND CONSTRUCTION

18.1. This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, without giving effect to its conflicts of laws or choice of law provisions.

18.2. Any and all disputes, actions or proceedings arising from or relating to this Agreement must be brought exclusively in the United States District Court for the Northern District of California or in the state courts located in Santa Clara County, California and shall be conducted in the English language. Each Party irrevocably submits to the exclusive jurisdiction and venue of any such court in any action or proceeding relating to this Agreement; provided, however, that ABBYY may seek injunctive relief for the purpose of protecting its Intellectual Property Rights in any court of competent jurisdiction, wherever located. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

## 19. EXPORT

19.1. Licensee agrees that it will not export or re-export the Software or any technical information ("Technology") pertaining to that Software to any country, person, or entity subject to U.S. Export restrictions as specified in the Export Administration Regulations. Licensee specifically agrees to not export or re-export the Software or Technology: (i) to any country that is subject to an export embargo imposed by the U.S. Government; (ii) to any person or entity who Licensee knows or has reason to know will utilize the Software, Technology, or portion thereof in the design, development, production, stockpiling, testing or use of weapons of mass destruction (missiles, nuclear, chemical, or biological weapons); or (iii) to any person or entity who has been prohibited from participating in U.S. export transaction by any federal agency of the U.S. government.

## 20. OFAC

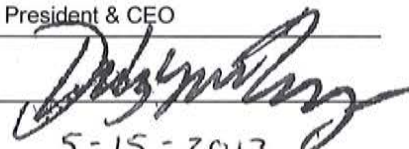
20.1 ABBYY and all beneficial owners of ABBYY, are currently (a) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the "OFAC Rules"), (b) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order, or regulation, and (c) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

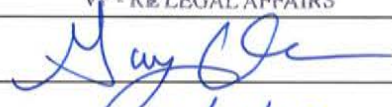
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## EXECUTED BY THE PARTIES AS DESCRIBED BELOW:

ABBY  
ABBY USA Software House, Inc.  
880 North McCarthy Blvd., Suite 220  
Milpitas, CA 95035

Licensee Alexandria Real Estate Equities, Inc., a Maryland corporation

By: Ding-Yuan Tang  
Title: President & CEO  
Signature:   
Date: 5-15-2013

By: GARY DEAN  
VP - RE LEGAL AFFAIRS  
Title: GARY DEAN  
VP - RE LEGAL AFFAIRS  
Signature:   
Date: 5/21/13



## Software License Agreement Exhibit A

**Effective Date:** May 21 2013  
**Licensee:** Alexandria Real Estate Equities  
**Address:** 385 East Colorado Blvd Suite #299  
Pasadena, CA 91101  
Attention: Executive Director- Information Technology

With a copy to:

Alexandria Real Estate Equities, Inc.  
385 East Colorado Blvd Suite #299  
Pasadena, CA 91101  
Attn: Corporate Secretary

**Territory:** United States of America

**Agreement Term:** This Agreement becomes effective on the Effective Date and will expire on the earlier of twenty four (24) months after the effective date or when the Licensee has utilized the 1 million Total Page Count.

**ABBYY Software Licensed:** Recognition Server 3.5  
**Software Add-ons:** None

**Software License Protection Type:** Serial Number  
**License Type** Total Page Count  
**Initial License Issued** 1 million Total Page Count

**Licensee Software Usage Description:** Used by Licensee's legal team to produce OCR results for contract negotiations related to Confidentiality Non Disclosure Agreement's (CNDA's), purchase agreements, leases and related lease documents and various other items. Licensee will not use licensed software to OCR residential mortgage documents.

**Scope of License Granted:** Licensee is permitted to use Software to OCR documents for internal legal review.

**Minimum non-refundable Software License Fee Guarantee Payment:** A onetime fee of \$4,376.00.

Any additional licenses are subject to then current standard pricing.

### Payment Terms:

1. Payment is due and payable promptly after the mutual execution and delivery of this Agreement. ABBYY shall deliver the software only upon receipt of pre-payment for the Software in full.

### SMUA terms:

1. The fee for Support, Maintenance and Upgrade Assurance ("SMUA") is included in the Software License Fee.

**Contact Information:** This will help us provide Licensee with latest builds and the best possible support.

Business Contact:	Sam Barton
Title:	Executive Director: Information Technology
Email:	<a href="mailto:sbarton@are.com">sbarton@are.com</a>
Phone #:	(626) 744-5823
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## Software License Agreement Exhibit B

### Software Support and Maintenance Agreement

#### 1. Definitions

- 1.1. "Support, Maintenance, and Upgrade Assurance" or "SMUA" Services means access to ABBYY's generally available Software Updates and Software Upgrades, and includes Basic Technical Support provided by ABBYY to Licensee during the support hours identified below pursuant to the terms of the Software License Agreement as modified by this Exhibit B.
- 1.2. "Basic Technical Support" or "BTS" means
  - 1.2.1. Explanation of product features
  - 1.2.2. Answers to the questions about: installation, activation, licensing, general usage, etc.
  - 1.2.3. Replicating problems that may be a software bug and providing workarounds for known bugs
  - 1.2.4. Recommendations on scanning and input formats
- 1.3. "Software Updates" means periodic updates that may be made by ABBYY to its Software to correct errors, extend or add new features or functionality, or improve performance, and that are considered by ABBYY as a minor release to the current version (e.g. version 8.0 to 8.1). A particular Software Update may not necessarily include feature enhancements to the Software itself. ABBYY makes no guarantee as to if or when a Software Update will be released. As a licensee who is current on its Annual Payments, Licensee will be entitled to any and all updates to the version of Software it has licensed to the extent that such Software Updates are made generally available by ABBYY to its other customers who are current on their respective Annual Payments.
- 1.4. "Software Upgrades" means the next major Software release that (a) substantially enhances the functionality and supersede the version currently licensed to Licensee (e.g. FlexiCapture 8.0 to 9.0) , and (b) ABBYY makes generally available to its direct customers who are current on maintenance. ABBYY does not guarantee backward compatibility of the Software to the previous version once the Software has been upgraded to the current version.

#### 2. Terms and Conditions

- 2.1. Provided Licensee is current on its Annual Fees for the Software (including fees for SMUA), ABBYY will provide SMUA services directly to Licensee for the current version of the Software and one version back. To obtain support for an error, Licensee must first provide detailed information concerning such error through the log process (the "Log System") by logging an error into the ABBYY support desk either:
  - 2.1.1. through the Customer Service Portal found at <http://www.abbyyusa.com/csm>;
  - 2.1.2. by sending a detailed email to the address for technical support found in the technical documents for the Software; or
  - 2.1.3. Calling the ABBYY USA main switchboard number found on the ABBYY.com website on the ABBYY.com/contacts page.
- 2.2. ABBYY agrees to acknowledge receipt of all support requests for error corrections properly logged through the Log System within two (2) hours of its receipt.
- 2.3. SMUA Services provided ABBYY will be provided during the hours of 9:00AM-6:00PM Pacific Time via telephone, our case management system, or e-mail. Correspondence will be only available in English.
- 2.4. Within two hours of an error being logged through the Log System, ABBYY will commence working on the logged support request, and will make commercially reasonable efforts to replicate and commence seeking a remedy for any material error reported to it that causes a core function of the Software to fail to conform to its technical documentation in a material respect. In the event that ABBYY is unable able to replicate a particular error, Licensee agrees that it shall provide ABBYY with secure remote access to its own server and demonstrate the error to ABBYY in order to assist ABBYY with determining whether the error is in the Software or is not in the Software but more likely is in Licensee's systems, other software, hardware or was generated by other causes not under the reasonable control of ABBYY. ABBYY is only responsible for providing SMUA Services for errors it can replicate that are found to be in the Software alone. Licensee acknowledges that not all errors can be replicated or corrected.
- 2.5. If a new version (whether a Software Update, patch, work around or otherwise) of the Software is needed to correct the error and ABBYY makes a Software Update available to correct such error, then that Software Update shall be delivered or made available to Licensee by electronic download. Any Software Updates or other supplemental software code provided to Licensee as a result of SMUA Services shall be considered part of the Software and will be subject of the terms and conditions of the Agreement.
- 2.6. ABBYY has the right to stop providing services under this Software Maintenance Agreement immediately upon (a) written notice to Licensee in the event Licensee breaches or terminates any associated License Agreement, (b) the



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