Dalke Scientific Academic License Agreement

Version 1.1, 2018 October 18

For licensees at publicly funded academic, education, and research institutions.

This Dalke Scientific Academic License Agreement (the "Agreement") is made and entered into as of the Effective Date between Andrew Dalke Scientific AB, a Swedish company whose registered office is at Storgatan 50, 461 30 Trollhättan, Sweden ("Dalke Scientific") and Customer.

WHEREAS, Dalke Scientific agrees to license Software to the Customer, and

WHEREAS, the Customer desires to obtain a non-exclusive license to Use such Software, and

WHEREAS, the Customer is a member of a publicly funded academic, education, or research institution, or has received written notice by Dalke Scientific that it will be included under this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound agree as follows:

Definitions

"**Agreement**" shall mean this Dalke Scientific Academic License Agreement including all appendices and exhibits hereto.

 "**Effective Date**" shall mean the date when both parties have signed this contract.

"**Software**" shall mean the software programs, software libraries, and source code distributed, leased, or sold by Dalke Scientific and licensed to the Customer under this license.

"**Supporting Materials**" shall mean all documentation, example code and data files that accompany the Software.

"**Platform**" shall mean a combination of specific versions of microprocessor, operating system and associated libraries and compilers, network software and any other third party hardware, software or mechanism that is required for the Software to function.

"**Site**" shall mean the geographic location where the Software is delivered, as well as contiguous or closely located buildings of the Customer's organization. This geographical restriction does not apply to the hardware or the physical location of the processing. The Software may be used off-site (including but not limited to cloud hosting, employee laptops, and backup media) provided that such use is not expressly prohibited by this agreement.

"**Use**" shall mean to install, access, load, store, copy, transmit and run (including but not limited to testing and back-up purposes) and any other use whatsoever provided that such use is not expressly prohibited by this agreement.

"**Public Server**" shall mean one or more web sites, web services, or other internet servers which are developed by the Customer, are hosted at the Customer's Site, are available to the general public, and meant for use by the general public.

Grant of Rights

Subject to the terms and conditions of this Agreement, Dalke Scientific hereby grants and Customer accepts a nontransferable (with no right to sublicense) and non-exclusive license to Use the Software and Supporting Materials for the following two purposes ONLY:

1) The software may be used for internal education, training, and research at the Customer Site, EXCLUDING contract research or other research where the research results are primarily restricted to a third party.

2) The Software may be used to develop a Public Server, including for use by for-profit and commercial organizations, PROVIDED THAT access to the Public Server is non-discriminatory and does not require payment or other fees AND THAT the Public Server is not developed under a contract or similar relationship with a for-profit or commercial organization.

The Customer acknowledges and affirms that the staff, employees, researchers, research assistants, students, interns, co-workers, or other workers who may use the Software agree to not give the Software or any part of the Software a third party, and agree to delete any copies of the Software from any of their storage devices once they are no longer a student, employee, researcher, or otherwise primarily affiliated with Site.

Local modification of the Software is permitted. Modified versions of the Software are subject to the same terms and conditions of this Agreement and may not be distributed beyond the Site. Modifications MUST NOT remove any copyright notices present in the Software.

Intellectual Property

Unless otherwise noted, the Software and Supporting Materials and all world-wide intellectual property rights therein are the sole and exclusive property of Dalke Scientific. Except to the limited extent required for customer to use the software pursuant to the license expressly granted above, nothing in this Agreement will be deemed to grant, by implication, estoppel or otherwise, a license in any of Dalke Scientific's existing or future patents. No title or ownership rights to the Software are transferred to the Customer by this Agreement, but shall remain with Dalke Scientific and/or its suppliers. All rights not expressly granted by Dalke Scientific under this agreement are reserved by Dalke Scientific.

Warranties and Disclaimer of Warranties

Dalke Scientific hereby undertakes and warrants that; a) it has the right to grant a license for the Use of the Software according to the terms of this agreement; b) for the ninety days following the delivery (the "Software Warranty Period"), the software will perform substantially in accordance with the specifications described in the Manual, when properly operated on the designed Platform. In case of a breach of the Limited Warranty, Customer's exclusive remedy is to destroy all copies of the Software and Supporting Materials and receive a full refund.

Except as expressly set forth in this section, Dalke Scientific makes no other warranties, express, implied or statutory, regarding the software or services, and expressly disclaims all implied warranties of merchantability, non-infringement, title and fitness for a particular purpose. Neither Dalke Scientific nor its

suppliers warrant that the software or any services performed hereunder will be free from defects. Customer acknowledges that it has relied on no warranties other than the express warranties in this agreement.

LIMITATION OF LIABILITY

In no event will Dalke Scientific aggregate liability to customer or any third party for any loses or damages that arise out of the exercise, performance or breach of this agreement, whether in contract, tort or other form of action, exceed the total fees paid to Dalke Scientific under this agreement for the software and/or service that is subject of the claim. In no event shall Dalke Scientific or its suppliers be liable for any special, incidental, exemplary or consequential damages, including but not limited to, lost profits, loss of goodwill, data loss, business disruption or computer failure. Customer acknowledges that the license fees reflect the allocation of risk set forth in this agreement and that Dalke Scientific would not enter into this agreement on the terms hereof without these limitations on its liability.

Non-disclosure

Customer acknowledges and agrees that the Software, its structure, organization, source code, related documentation, service proposals and pricing are valuable and proprietary trade secrets of Dalke Scientific. Dalke Scientific acknowledges and agrees that it may receive or have access to information of Customer that Customer considers valuable and proprietary, that is not generally known by third parties, and that is designated in writing as confidential or proprietary, or if disclosed orally is confirmed in writing as confidential within thirty (30) days of such disclosure. Each of the foregoing is "Confidential Information". Each party shall maintain the confidentiality of the other party's Confidential Information, using, at a minimum, the same safeguards afforded its own confidential, proprietary trade secrets, but in no event less than reasonable care.

The obligations of this section shall survive termination of this Agreement or any license granted hereunder.

The obligation for confidentiality shall not extend to any information which is or becomes generally available to the public, is already known to or subsequently disclosed by third parties, or is independently developed by the other party without the use of the confidential information otherwise covered under this Agreement, or is required by law or legal process.

Promotional Advertising & References

Customer agrees that any reference to the Software will cite one or more publications as set forth in the manual and in agreement with common scientific practice. Dalke Scientific shall not use Customer's name in publicity or advertising involving this Agreement or otherwise without Customer's prior written consent, which may be withheld at Customer's sole discretion.

Governing Law

The Agreement and all the terms, provisions and conditions of this Agreement and all questions of construction validity and performance hereunder shall be governed by the laws of Sweden.

Term

This Agreement and the license rights granted herein shall become effective as of the date this Agreement is executed by both parties and shall be perpetual unless terminated in accordance with this Section.

Either party may terminate this Agreement at any time effective upon the other party's breach of any agreement, covenant, or representation made in this Agreement, such breach remaining uncorrected sixty (60) days after written notice thereof. Customer shall have the right, at any time, to terminate this Agreement without cause by written notice to Dalke Scientific specifying the date of termination. Dalke Scientific shall have the right to terminate this Agreement sixty (60) days after written notice that the full payment of the license fee has not been received.

Upon termination, Customer shall destroy all full and partial copies of the Software and Supporting Materials.

Entire Agreement

This agreement together with its attached Appendices, constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings with respect to the subject matter of this Agreement whether written or oral. No modification of claimed waiver of any of the provisions hereof shall be valid unless in writing and signed by authorized representatives of the party against whom such modification or waiver is sought to be enforced.

The invalidity of singular provisions does not affect the validity of the entire understanding. The parties are obligated, however, to replace the invalid provisions by a regulation which comes closest to the economic intent of the invalid provision. The same shall apply mutatis mutandis in case of a gap.