



SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this “**Agreement**”) is entered into effective as of _____ (the “**Effective Date**”), by and between KBI Biopharma, Inc., with an address at 1101 Hamlin Road, Durham, NC USA (“**KBI**”) and _____, with an address at _____ (“**Licensee**”).

PREAMBLE

WHEREAS, KBI licenses software for use by pharmaceutical and drug development companies; and

WHEREAS, Licensee wishes to obtain a license to certain KBI software, and KBI wishes to grant Licensee a license to such software, on the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** The following defined terms have the meanings given below. Other capitalized terms have the meaning given to them elsewhere in this Agreement.
 - (a) “**Documentation**” means the installation guide, user’s manual, and other manuals, instructional materials, and guides delivered with the Software by KBI, including all Updates thereto.
 - (b) “**Licensed Product**” means, collectively, the Software and Documentation, any and all copies thereof, and all Updates thereto provided to Licensee under this Agreement.
 - (c) “**License Key**” means a physical or electronic activation key provided to Licensee which reflects: (i) the Licensed Product, including version number, quantity, and license restrictions; (ii) the term of the associated license; and/or (iii) the codes which Licensee must input to initialize use of the Licensed Product.
 - (d) “**Production Environment**” means a physical or virtual computer accessed by Users for production purposes.
 - (e) “**Professional Services**” means the implementation, consulting, training, programming and other professional services provided by KBI under the terms of this Agreement.
 - (f) “**Schedule**” means a document under this Agreement signed by authorized representatives of each party that identifies the specific Software being licensed, the license term, any Professional Services, all associated fees, and any additional terms. The initial Schedule is attached to this Agreement. The parties may agree from time to time on new Schedules that are subject to the terms of this Agreement.
 - (g) “**Software**” means the KBI software specifically identified in a Schedule, including all Updates thereto.
 - (h) “**Support and Maintenance Services**” means the support and maintenance services described in Exhibit A.
 - (i) “**Test Environment**” means a physical or virtual computer only accessed to test the Software or Updates from KBI prior to moving the Software or Updates to the Production Environment.
 - (j) “**Updates**” means new releases, upgrades, patches, additions, and corrections to the Licensed Product that are made available by KBI to Licensee pursuant to the Support and Maintenance Services or as a warranty correction delivered under this Agreement.
 - (k) “**User**” means a specific, named person or individual that has been granted a user id and password by an authorized system administrator to access the Software, or that otherwise uses the Software, in the Production Environment according to the terms of this Agreement.
 - (l) “**Warranty Period**” means the ninety (90) day period after KBI has made the Software available to Licensee.

2. License

- (a) Grant of License. Subject to the terms of this Agreement and the applicable Schedule, KBI grants Licensee a non-exclusive, non-transferable license to use the Software in object code form only and the Documentation,

solely in support of Licensee's business operations. Licensee may install only a single copy of the Software in one (1) Production Environment located at Licensee's (or its data center's) facilities and in one (1) Test Environment.

- (b) Delivery of Software. Unless otherwise agreed in a Schedule or Statement of Work, KBI either deliver the Software to Licensee by e-mail or make the Software available for download.
 - (c) Licensed Users. The Software may be used only in connection with the number of Users identified on the Schedule. Users must be either employees or on-site contractors of Licensee and must be located at the site(s) specified on the Schedule ("**Licensed Sites**"). Licensee may change the Licensed Sites for the Software by providing written notice to KBI. Licensee shall be responsible for all use of the Licensed Product under this Agreement.
 - (d) Additional License Limitations. Unless agreed to by KBI in writing, Licensee shall not do any of the following: (1) use or access the Licensed Product, or allow such use or access, on a time-sharing, subscription service, rental use, managed service provider, or similar basis; (2) reverse engineer, decompile, disassemble, modify or change any portion of the Software or attempt to do any of the foregoing; (3) transfer, assign, distribute or sublicense the Licensed Product or any interest therein to others; or (4) copy the Software onto any public network. The license in this Agreement is subject to any additional restrictions and conditions set forth in the applicable Schedule. Licensee acknowledges that a License Key may be used in connection with the Software to enforce license restrictions and agrees not to disable or otherwise circumvent the License Key.
 - (e) Open Source Software. The Software may incorporate and/or be delivered with certain open source software, as identified in the Documentation and/or in other files delivered with the Software (the "**Open Source Software**"). Licensee agrees that the licensing and other terms for the Open Source Software will be the associated open source license, and not this Agreement.
 - (f) Return of Licensed Product. Immediately upon termination or expiration of the license granted by this Agreement, Licensee agrees to delete all copies of the Licensed Product and provide KBI with a written notice certifying that it has complied with the requirements of this Section.
 - (g) Technical Requirements. Licensee agrees to provide the technology components, information, resources and other items that are necessary for implementation and operation of the Software. The Schedule and/or the Documentation will outline the current requirements. These requirements may be updated from time to time by KBI upon notice to Licensee.
3. **Support and Maintenance Services and Fees**. Subject to payment of the fees set forth in the applicable Schedule, KBI will provide Licensee with Support and Maintenance Services in accordance with the terms of Exhibit A. Unless otherwise specified in the Schedule, KBI is required to obtain Support and Maintenance Services during the entire license term of the Schedule.
4. **Term; Termination**.
- (a) This Agreement is effective beginning the Effective Date and will continue in effect until terminated. The license term for the Software will be specified in the Schedule for such Software, subject to the termination provisions of this Agreement and payment of any applicable recurring fees.
 - (b) Either party may terminate this Agreement or a Schedule if the other party materially breaches any of the terms and conditions of this Agreement or such Schedule, and such breach is not cured after thirty (30) days written notice.
 - (c) Either party may terminate this Agreement if: (i) the other party has a receiver or administrative receiver appointed over its assets; (ii) other party makes a general assignment for the benefit of creditors (iii) the other party ceases or threatens to cease to carry on business; (iv) the other party is generally not paying its debts as they become due; or (v) the other party is the subject of any petition under any bankruptcy or other law for the protection of debtors, except an involuntary petition that is dismissed within 60 days after filing.
 - (d) If there are no Schedules in place with active Software licenses, then either party may terminate this Agreement without cause upon at least ten (10) days written notice to the other party.

- (e) Sections 6, 7, 8, 9, 11, and 12 (except for 12(f)) of this Agreement shall survive termination or expiration of Licensee's license and this Agreement. Termination of this Agreement will not affect any accrued rights or liabilities of either party.

5. **Payment**

- (a) Terms. Licensee shall pay KBI the amounts set forth in the Schedule, in accordance with the terms set forth therein and this Agreement. Unless otherwise specified on the Schedule, all invoices are due within thirty (30) days of receipt. If Licensee disputes in good faith a portion of an invoice, Licensee shall pay all undisputed amounts within the foregoing time period and shall provide KBI with written notice of any disputed amounts, and the reasons therefor, within the same time period. All payments under this Agreement shall be: (i) made in United States dollars, and (ii) non-refundable, except as otherwise expressly stated in this Agreement. All amounts not disputed in good faith that are not paid when due will be subject to interest at the rate of eighteen percent annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made.
- (b) Address. Payment will be sent either by mail or by wire transfer in accordance with instructions as provided by KBI to Licensee from time to time.
- (c) Taxes. Licensee agrees to pay all federal, state, local and other tariffs, duties, taxes, or similar governmental charges which may be assessed based on this Agreement, the Licensed Product or its use by Licensee, or any service provided hereunder, excluding taxes based on KBI's net income. If Licensee claims tax-exempt status for any purpose in connection with this Agreement, Licensee represents and warrants that it is a tax-exempt entity and will provide KBI upon request with a correct copy of Licensee's tax-exempt certification.
- (d) Expenses. If approved in writing by Licensee, Licensee shall reimburse KBI for all reasonable out-of-pocket expenses incurred by KBI in connection with this Agreement.
- (e) Non-Payment. If Licensee fails to pay any amount not subject to a good faith dispute due hereunder and fails to cure such deficiency within ten (10) days after receipt of written notice of such deficiency, then KBI may in its discretion either: (i) treat such non-payment as a material breach of this Agreement by Licensee and terminate this Agreement under Section 4 without the need to allow a thirty (30) day cure period, or (ii) suspend performance of this Agreement, without liability to Licensee, and Licensee shall remain responsible for all existing and continuing fees due under this Agreement.

6. **Intellectual Property**

- (a) Ownership. Licensee agrees that KBI and its suppliers own all right, title and interest, including but not limited to copyright, patent, trade secret, trademark, and other intellectual property rights, in the Licensed Product and Updates (including but not limited to the design, look and feel, algorithms, database structures, methodologies, and know-how associated with the Licensed Product). All Updates delivered to Licensee under this Agreement shall be deemed part of the Licensed Product and shall be subject to the terms of this Agreement. KBI reserves all rights to the Licensed Product not specifically granted herein.
- (b) Notices. Licensee agrees to reproduce all copyright and other notices in each copy of the Licensed Product made by Licensee, and further agrees not to modify or delete any such notices in the Licensed Product.
- (c) Indemnification. KBI, at its expense, shall defend or at its option settle any third-party allegation, claim, suit or proceeding brought against Licensee which alleges that the Licensed Product infringes any third party copyright or patent in force in the United States, or misappropriates a third party trade secret enforceable in the United States, and shall pay damages finally awarded against Licensee and any agreed settlement amount, provided that (i) Licensee notifies KBI promptly in writing of the claim, (ii) KBI has sole control of the defense and all related settlement negotiations, and (iii) Licensee provides KBI with commercially reasonable assistance and information in support of the above at KBI's expense. The foregoing indemnity shall not apply if the alleged infringement is attributable to: (1) the combination of the Licensed Product with any products not provided by KBI if the alleged infringement would not exist but for such combination, or (2) modification of the Licensed Product by any person or entity other than KBI, or (3) if the Licensed Product is used outside the

scope of this Agreement or (4) specifications or requirements provided by Licensee. Licensee may participate in the defense of any claim using counsel of its own choice, at its own expense.

- (d) In the event that an injunction is obtained against Licensee's use of the Software by reason of an infringement, KBI will, at its own option and expense, either: (i) procure for Licensee the right to continue using the Software, or (ii) replace or modify the Software so that it becomes non-infringing. If KBI is unable after exercising commercially reasonable efforts to effect (i) or (ii) above, either party terminate the applicable Schedule, and KBI will return to Licensee a pro-rated portion of any prepaid license fee based on the remaining term of the Schedule.
- (e) THIS SECTION STATES KBI'S SOLE LIABILITY TO LICENSEE WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.

7. Confidentiality

- (a) Definition. "Confidential Information" means business, financial, and technical information that is disclosed by one party (a disclosing party) to the other party (a receiving party) pursuant to this Agreement that is either marked as confidential or that the receiving party would reasonably recognize to be confidential. Confidential Information of KBI includes, but is not limited to, the Software, as well as the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Software; the Documentation; and KBI's pricing, sales, implementation, and training materials and procedures. Confidential Information of Licensee includes, but is not limited to, information about Licensee's research and development. Confidential Information does not include information that: (i) is or becomes publicly known or available without breach of this Agreement; (ii) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (iii) was previously known by the receiving party as shown by its written records. The terms of this Agreement (as well as information relating to the negotiation of this Agreement) shall be deemed the Confidential Information of the parties.
- (b) Confidentiality Obligations. A receiving party agrees to: (a) hold the disclosing party's Confidential Information in strict confidence, and (b) use the disclosing party's Confidential Information only in connection with the exercise of its rights or performance of its obligations under this Agreement. Licensee acknowledges that KBI may use Licensee's Confidential Information for support, quality improvement, product development, and system maintenance purposes. A receiving party may disclose Confidential Information of the disclosing party as required by law or court order; in such event, unless prohibited by law, such party shall inform the other party as soon as practicable prior to any such required disclosure.
- (c) Remedies. Each party acknowledges and agrees that any violation of this Confidentiality Section may cause such party irreparable injury for which such party would have no adequate remedy at law, and that such party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that such party may have at law or in equity.
- (d) Termination. Upon the termination of a Schedule under this Agreement, the receiving party will return to the disclosing party all the Confidential Information delivered or disclosed to the receiving party in connection with such Schedule, together with all copies in existence thereof at any time made by the receiving party. In addition, all electronic copies of the disclosing party's Confidential Information shall be destroyed by the receiving party upon termination. Notwithstanding the foregoing, the receiving party shall not be obligated to erase Confidential Information that is contained in an archived computer system backup that was made in accordance with the receiving party's standard backup or disaster recovery procedures; provided, however, that any such Confidential Information contained in such archived computer system backup shall be subject to the terms of this Agreement and shall be subsequently erased pursuant to normal backup or disaster recovery procedures.
- (e) Feedback. KBI may use any feedback regarding any suggested improvements or additions to the Licensed Product provided by Licensee for any purpose, including without limitation to modify, supplement, and improve the Licensed Product, without payment or compensation to Licensee; provided, however, that KBI shall not attribute any feedback to Licensee without Licensee's prior written consent.

8. Warranty

- (a) Warranties. Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder. In addition, KBI warrants that the Software will substantially conform to the specifications contained in the applicable Documentation during the Warranty Period. In the event that Licensee provides notice of a breach of the foregoing warranty during the Warranty Period, KBI will use reasonable commercial efforts to make the Software conform or replace it with conforming Software and KBI's failure to do either of the foregoing within sixty (60) days of receipt of notice from Licensee shall entitle Licensee, as its sole and exclusive remedy, to terminate the applicable Schedule and receive a refund of all license fees paid to KBI hereunder for the Software at issue.
- (b) Disclaimer. KBI does not warrant that the Software will operate uninterrupted or error-free. Licensee is solely responsible for the accuracy and adequacy of the information and data furnished for processing with the Software. The successful operation of the Software is dependent on Licensee's use of proper procedures and systems and input of correct data. Licensee agrees that it shall have the sole responsibility for protecting and backing up the data used in connection with the Software. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, KBI AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; WARRANTIES OF NON-INFRINGEMENT; OR ANY WARRANTIES ARISING AS A RESULT OF LICENSEE USAGE IN THE TRADE OR BY COURSE OF DEALING.**
9. **Limitation of Liability**. Licensee agrees that any liability of KBI and its suppliers relating to this Agreement or the Licensed Product shall be limited to the amount of fees actually received by KBI from Licensee under this Agreement regarding the Licensed Product or the services in question during the twelve (12) months prior to the first date the cause of action arose. In no event shall KBI or any of its suppliers be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property or death; or any lost sales, lost profits or loss of data, even if the other party is told that any of such damages may occur. The foregoing limitations of liability shall not apply, however, in the case of: (a) breach of a party's confidentiality obligations hereunder, or (b) infringement by a party of the other party's intellectual property rights. The fees charged by KBI under this Agreement are calculated with specific reference to the level of liabilities undertaken by KBI hereunder.
10. **Professional Services**
- (a) Statement of Work. KBI will provide Licensee with Professional Services in accordance with the terms of a Schedule hereunder, or written Statements of Work agreed to by the parties.
- (b) Fees and Expenses. Licensee shall pay for Professional Services in accordance with the applicable Schedule or Statement of Work. Any estimates of total fees for projects in a Statement of Work or Schedule are provided solely for project planning purposes, and KBI does not guarantee such estimates
- (c) Estimated Completion Dates. A Statement of Work or Schedule may specify an estimated completion date for the Professional Services, or KBI may provide an estimated completion date after the commencement of Professional Services. Any such estimated completion date is made for project planning purposes only and is not a guarantee; KBI may revise an estimated completion date at any time if the assumptions upon which KBI relied in calculating its initial estimate change the scope or magnitude of the Professional Services, or if Licensee fails to provide required information, assistance, and decisions.
- (d) Duties of Licensee. Licensee shall reasonably cooperate with and assist KBI in the performance of the Professional Services and shall undertake the responsibilities specified in this Agreement and any additional responsibilities specified in a Statement of Work at its own expense.
- (e) Dependencies on Licensee. KBI shall have no liability to Licensee for delays or failures in KBI's performance of the Professional Services resulting from Licensee's requests for changes, failure of Licensee to perform its responsibilities, or failure of Licensee to provide accurate and complete data and instructions in accordance with the Statement of Work or Schedule. Any such Licensee changes or delays in performance by Licensee may result in a corresponding extension in the time periods for performance by KBI and/or adjustment to the fees specified in the Statement of Work or Schedule.
- (f) Proprietary Rights. KBI shall own all rights in the results of the Professional Services, including any software and related documentation, together with all other data and materials, trade secrets, design concepts,

enhancements, improvements and inventions related thereto (“**Work Product**”). KBI hereby grants Licensee a license to use the Work Product, under the same terms and conditions in this Agreement governing the Software to which the Professional Services relate.

(g) Support. For a period of thirty (30) days following delivery of any Work Product, KBI will use commercially reasonable efforts to correct or address errors in such Work Product at no additional charge. Unless otherwise agreed in writing by KBI, Licensee shall be solely responsible for maintenance and support of the Work Product in all other respects, and Support and Maintenance Services do not apply to Work Product delivered to Licensee.

11. **Assignment**. Neither party may assign or otherwise transfer this Agreement or any of the rights and obligations hereunder without the prior written consent of the other party; provided that either party may, upon advance written notice, assign this Agreement in its entirety to its parent, a wholly owned subsidiary, or a successor in connection with sale of all or substantially all of its assets or business. In the event of any permitted assignment hereunder, (a) Licensee must deliver all copies of the Software to the assignee, (b) the assignee must agree in writing to the terms and restrictions of this Agreement and applicable Schedule, and (c) Licensee must acknowledge in writing that Licensee’s right to use the Software terminates upon assignment.

12. **Other Provisions**

(a) Independent Parties. The parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between KBI and Licensee.

(b) Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and delivered to the addresses listed below either: (i) by personal delivery; (ii) by certified mail; or (iii) by nationally recognized overnight courier, and shall be effective upon receipt.

To KBI:

Attention: _____
ADDRESS: _____
Phone: _____

To Licensee:

Attention: _____
ADDRESS: _____
Phone: _____

(c) Integration. This Agreement (including any and all Schedules and Exhibits) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior proposals, negotiations, discussions and agreements between the parties concerning its subject matter. Licensee specifically acknowledges and agrees that, in entering into this Agreement, Licensee has not relied on any information or promises that are not specifically set forth in this Agreement. KBI will have no obligation to provide any services, software, networking, or hardware except as specifically set forth in this Agreement. This Agreement may not be modified or waived except in writing, signed by both parties. Any additional or conflicting terms on any purchase order for any products or services covered by this Agreement shall be void and without effect.

(d) Applicable Law and Arbitration. This Agreement shall be governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sales of Goods is expressly excluded from this Agreement. Any dispute that the parties cannot resolve by good faith negotiation shall be submitted to binding non-judicial arbitration before the American Arbitration Association (“AAA”) in accordance with the commercial arbitration rules of the AAA. The arbitrator shall render a written decision which may be entered as a judgment in a court of competent jurisdiction at the option of the party in whose favor the decision is rendered. The arbitrator shall have the right to award the prevailing party attorney’s fees and arbitration costs in addition to any other remedy the arbitrator finds proper. Arbitration shall take place in Raleigh, NC, USA. Notwithstanding the foregoing, either party may initiate a lawsuit seeking injunctive relief in order to protect its intellectual property or Confidential Information.

- (e) Force Majeure. Each party shall be excused from performance and shall not be liable for any delay or failure to perform caused by events outside the reasonable control of such party, including without limitation the occurrence of war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, labor disturbance or shortage, act of public enemy, failure of the Internet, act of any government affecting the terms hereof, explosion, flood or other act of God.
- (f) Audit. Upon reasonable notice to Licensee, and no more than once per year, KBI shall have the right to audit Licensee's use of the Software and compliance with the license terms of this Agreement.
- (g) Export. Neither the Licensed Product, nor any direct product thereof or technical data related thereto, shall be exported or re-exported by Licensee in violation of any export or import regulations of the United States or any other applicable jurisdiction, including but not limited to the United States Export Administration Regulations and end-user, end-use, and country destination restrictions issued by the United States and other governments.
- (h) Third-party Beneficiaries. There are no intended third-party beneficiaries of this Agreement, and nothing in this Agreement may be relied upon by, or shall benefit, any party other than KBI and Licensee.
- (i) Severability. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability shall not affect the other provisions of the Agreement and all provisions not affected shall remain in full force and effect. Both parties will attempt to substitute with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- (j) Headings and Counterparts. Headings to clauses are for ease of reference only and will not affect the interpretation of this Agreement. This Agreement may be executed in any number of counterparts and by the parties upon different counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

KBI Biopharma, Inc.

Licensee

By: _____
(Signature)

(Signature)

(Name)

(Name)

(Title)

(Title)

EXHIBIT A

SUPPORT AND MAINTENANCE SERVICES

1. INTRODUCTION

Subject to payment of the fees covering support in the applicable Schedule, KBI agrees to provide annual Support and Maintenance Services in accordance with the terms of this Exhibit. In the event of a conflict between a Schedule and this Exhibit, this Exhibit shall supersede and control unless the Schedule specifically references the term in this Exhibit that is to be superseded.

2. SUPPORT AND MAINTENANCE SERVICES

- (a) KBI will use commercially reasonable efforts to correct material deviations between the Software and its Documentation ("**Issues**") that are reported to KBI or of which KBI becomes aware. If a reported Issue causes the Software to be inoperable, or if such Issue materially and adversely affects Licensee's use of the Software, KBI will use its best commercial efforts either to correct the Issue or to provide a workaround in accordance with the service levels below. Under no circumstances does KBI commit to correct all Issues. KBI may provide Software patches, provide reasonable workarounds, or update Documentation to address Issues found in the Licensed Product.
- (b) KBI shall provide Support and Maintenance Services only for the current release of the Software, provided that KBI will support under the terms of this Exhibit each commercial (non-beta) release of the Software for a minimum period of twelve (12) months following its delivery to Licensee.
- (c) KBI will provide web, email and telephone support to assist Licensee IT personnel per KBI's standard support contact procedures as provided to Licensee from time to time.
- (d) Telephone and email support is available during KBI's regular business hours of 8:30 a.m. to 5:00 p.m. Mountain USA Time, excluding KBI's regular business holidays.
- (e) Licensee shall provide KBI with information and access to trained and qualified resources, and shall perform tasks as reasonably requested by KBI and in a timely manner to aid in the resolution of problems. Licensee shall implement all reasonable workarounds to problems as directed by KBI. KBI may identify errors arising from: (i) non-KBI hardware or software; (ii) unauthorized modifications to Licensed Products; (iii) improper use, operation, or neglect of the Software; or (iv) failure by Licensee to implement recommendations and/or solutions as previously advised by KBI. In such cases KBI reserves the right to charge Licensee for correcting such errors at then current rates for services.
- (f) All support calls and e-mails shall be initiated by either a primary or secondary designated contact person of Licensee, each of whom shall have received training on the use and operation of the Software. Licensee will provide KBI with a list of these designated representatives with phone, mobile, and e-mail contact information. Licensee will use reasonable efforts to verify, re-create, and resolve any problem prior to contacting KBI, including by consulting the relevant Documentation.
- (g) Licensee agrees to provide adequate information along with any reported Issue, so that the Issue can be tracked and reproduced by KBI's support team, including without limitation a detailed description of the Issue and the log file of the Software during the session when the Issue occurred. Upon KBI's request, Licensee will provide additional data such as the input files being used, the Software's project file, and/or the datasource content. KBI will treat all supplied information as confidential pursuant to the terms in Section 7 of the Agreement. KBI's support obligations (including without limitation its ability to meet service levels below) under this Exhibit are conditioned upon Licensee providing the information described in this paragraph.
- (h) KBI will deliver Updates to Licensee as part of Support and Maintenance Services. Licensee will implement all Updates as soon as is reasonably practical.
- (i) KBI will not be obligated to provide any services in addition to those set forth in this Exhibit ("**Additional Services**"). Unless otherwise agreed, Licensee shall pay KBI at then-current rates for Additional Services requested and provided, including, but not limited to: (i) on-site service of any kind; (iii) installation, data conversion, system integration and other professional services; (iii) service or maintenance of third-party

software, operating software, hardware, or other equipment; (iv) services caused by Licensee's fault, misuse, negligence or failure to perform Licensee responsibilities; (v) services caused by a malfunction of or problem with any product or goods other than those licensed by Licensee; (vi) services caused by the use by Licensee of any version of the Software other than the current version; (vii) changes to Licensee systems requiring re-implementation of Software and/or modules.

- (j) Licensee may in some cases be provided the option to maintain a software license without obtaining Support and Maintenance Services. In other cases, Support and Maintenance Services are bundled with the license. No Software updates or support will be available to Licensee during any period of time that a current support and maintenance agreement is in not place. If Licensee wishes to reinstate Support and Maintenance Services for any Software, Licensee must pay the fees which would have applied during the period of support and maintenance suspension and bring such Software up to the most current release. KBI is not obligated to provide Support and Maintenance Services if such Services have been terminated or Licensee has not paid support and maintenance or other fees due to KBI.
- (k) Unless otherwise agreed in writing, KBI is only required to support its standard Software offering, and not the results of any professional services or custom work, as part of its Support and Maintenance Services.
- (l) All Support and Maintenance Services will be provided in English.

3. SERVICE LEVELS

- (a) KBI support personnel will qualify and document reported issue(s) and create a response plan based on the following definitions.

| Type of Issue | Description |
|---------------|--|
| Critical | A Software Issue causes Licensee’s production system to be down. The Software is unusable resulting in total disruption of work or other critical business impact. |
| High | Major Software Issue causing operations to be severely restricted |
| Medium | Minor Software feature/function failure. Software does not operate fully as designed, but with minor impact on usage |
| Low | Cosmetic or similar non-functional problem or general information, documentation, Software modification request. |

- (b) KBI will use reasonable efforts to meet the following response and resolution targets for reported Issues. A response is measured from the time that an Issue is reported (by phone for Critical and High Issues) and all supporting detail has been provided. A Resolution is an answer, fix, or a workaround to the support request. Critical and High Issues will be worked on continuously until a Resolution is provided.

| Type of Issue | Response Target | Resolution Target |
|---------------|-----------------|--------------------------------|
| Critical | 1 business day | 2 business days |
| High | 2 business days | 7 business days |
| Medium | 2 business days | Next release (as applicable) |
| Low | 2 business days | Future release (as applicable) |

BETA SCHEDULE

This Beta Schedule ("**Schedule**") is made and entered into effective as of _____ ("**Schedule Effective Date**") by and between KBI Biopharma, Inc. with an address at 1101 Hamlin Road, Durham, NC USA ("**KBI**") and [Licensee], with an address at ADDRESS HERE ("**Licensee**") in connection with the Software License Agreement between KBI and Licensee dated _____ (the "**License Agreement**").

1. **Scope.** This Schedule is made a part of and is subject to the terms of the License Agreement. Capitalized terms used in this Schedule and not defined herein shall have the meanings given to them in the License Agreement.
2. **Beta Program.** The Schedule covers Licensee's rights to use a pre-release, beta version of KBI's Reveal Chromatography software (the "**Beta Software**").
3. **Term.** The term of this Schedule ("**Term**") is ninety (90) days from the Schedule Effective Date, unless earlier terminated in accordance with the terms of the License Agreement.
4. **Users.** There is no restriction on the number of Users of the Beta Software.
5. **Licensee Obligations.** Licensee will:
 - a) Provide KBI with the names, titles, phone numbers, and e-mail addresses of all beta testers and their supervisor(s).
 - b) Allow KBI personnel to contact beta testers by phone and e-mail a reasonable number of times during the Term to obtain feedback on the Beta Software.
 - c) Provide KBI with prompt feedback on the Beta Software, including bug/error reports, suggested enhancements and additions, suggestions for integrations, and otherwise as reasonably requested by KBI.
 - d) Serve as references for KBI in the marketing of the products resulting from the Beta Software, if Licensee acquires a license to any production version of the Beta Software and is satisfied with the results of the Software.
 - e) Promptly install all new releases of the Software provided by KBI to Licensee.
6. **Site Location.** No restrictions.
7. **Hardware and Software Requirements.**
 - a) This Section sets forth the current hardware, software and other technical requirements for the Software. KBI may update these requirements from time to time upon notice to Licensee.
 - b) Software requirements:
 - PC running Microsoft Windows 7 64-bit operating system.
 - c) Hardware requirements:
 - 2 gigahertz (GHz) or faster 64-bit (x64) processor
 - 4 GB RAM
 - 2 GB available hard disk space
 - Display capable of 1280x720 or greater resolution
8. **Optional Installation Assistance.**

At Licensee's request, a KBI technician will spend one day at Licensee's site assisting with Software installation and user training. The cost to Licensee for this on-site assistance will be \$1600 per day plus travel and travel-related expenses. During this on-site assistance, Licensee agrees to provide KBI with reasonable access to necessary resources and personnel.
9. **Additional Terms.** Notwithstanding anything to the contrary in the Agreement:
 - a) KBI may, but is not required to, provide support and maintenance services to support Licensee's use of the Software.

- b) THE BETA SOFTWARE IS PROVIDED "AS IS". KBI DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE BETA SOFTWARE, INCLUDING MODIFICATIONS AND IMPROVEMENTS THERETO, DELIVERED HEREUNDER, WHETHER EXPRESS, IMPLIED, OR STATUTORY. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
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KBI and Licensee have executed this Schedule as of the Effective Date.

Licensee

KBI

LICENSEE NAME HERE.

KBI Biopharma, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____