

shrNA COMMERCIAL USE LICENSE AGREEMENT

This License Agreement (the **Agreement**), effective as of _____ 20__ (**Effective Date**), is between Hairpin Technologies Inc. ("Hairpin Technologies"), located at 2200 Smithtown Avenue Ronkonkoma, New York 11779 and _____, a corporation organized and existing under the laws of _____, located at _____ (**Licensee**). The parties agree as follows:

1. DEFINITIONS.

Affiliate means any person or entity that controls, is controlled by or is under common control with the subject entity, but only so long as such control exists. As used in this definition, "control" shall mean direct or indirect ownership of more than 50% (or such lesser percentage that is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) of (i) the outstanding stock or other voting rights entitled to elect directors or (ii) all ownership interests.

Licensed Field means all applications in all fields of use, but expressly excluding all uses in products or services that have any diagnostic, preventative, therapeutic or vaccine purpose for diseases in humans or other species, or which otherwise require any license or approval under the rules and regulations of the United States Food and Drug Administration (or any successor agency) or foreign equivalent.

Licensed Methods means all methods, the use or practice of which would, absent the license granted pursuant to this Agreement, constitute an infringement of a Valid Claim in the Licensed Patents.

Licensed Patents means all patents and patent applications listed in Schedule A attached hereto, any substitutions, continuations, divisions and claims of continuation-in-part applications that are entitled to the earliest priority date of the parent patent application, any patent issuing from such patent applications and reexaminations, reissues and extensions of any of the foregoing, in the US and throughout the world.

Licensed Product means any product, part or other material (or any product, part or material made using a method or process), the manufacture, offer, sale, import or use of which would, absent the license granted pursuant to this Agreement, constitute an infringement of a Valid Claim in the Licensed Patents.

Territory means the territory where Licensee may exercise its license under this Agreement, which may be agreed to be (i) any specific jurisdiction (such as, for example, the United States, or the member countries of the European Union), or (ii) all countries of the world. The initial Territory is indicated in Schedule B attached hereto.

Valid Claim means any claim of a pending patent application that has not been withdrawn, canceled or disclaimed, or any issued claim of an unexpired patent that has not been held invalid or unenforceable by a court of competent jurisdiction in an unappealed or unappealable decision.

2. LICENSE.

2.1 Grant. Subject to all terms and conditions in this Agreement, Hairpin Technologies as exclusive licensing agent for Cold Spring Harbor Laboratory ("CSHL") grants and Licensee accepts a nonexclusive, nontransferable, fee-bearing right and license, under CSHL's rights in the Licensed Patents, to discover, develop, make, have made (but only for sale back to Licensee), import and use Licensed Products, and to practice the Licensed Methods, solely for Licensee's internal research purposes in the Licensed Field and only in the applicable Territory (for which all Licensee Fees have been paid). To avoid uncertainty, Licensee obtains no right hereunder to offer for sale or sell Licensed Products, to otherwise transfer Licensed Products to any third party or to practice Licensed Methods for the benefit of any third party.

2.2 Affiliates. Licensee may not sublicense all or any of its rights hereunder, except to an Affiliate. In each such case (a) Licensee shall first cause the Affiliate to agree in writing to comply with all obligations and restrictions hereunder, (b) Licensee shall give written notice to Hairpin Technologies that it has granted a sublicense in accordance with this Section 2.2, which specifically identifies the name, address and number of employees of the sublicensed Affiliate, (c) at the same time it gives such notice, pay Hairpin Technologies additional License Fees (if any) calculated in accordance with Schedule C attached hereto and (d) Licensee and the Affiliate shall be jointly and severally liable for any breach of this Agreement by the Affiliate. No sublicense shall be effective until the date (the **Sublicense Date**) when Hairpin Technologies receives Licensee's notice and payment described above.

2.3 No Implied License. Except for the limited rights and licenses expressly granted herein, no other license is granted, no other use is permitted and CSHL owns and retains all rights, title and interests in and to the Licensed Patents. Nothing herein confers (by implication, estoppel or otherwise) any right or license under any patents or patent applications of CSHL other than the Licensed Patents, regardless of whether they may be dominant or subordinate to the Licensed Patents.

2.4 Reserved Rights. Without limiting the generality of Section 2.3, the rights and licenses granted Licensee herein are subject to CSHL's (a) nonexclusive right under the Licensed Patents to discover, develop, make, have made, import and use Licensed Products, and to practice the Licensed Methods, in the Licensed Field and Territory, (b) exclusive right to offer for sale

and sell Licensed Products in the Licensed Field and Territory, and (c) exclusive right to practice and exploit the Licensed Patents (including without limitation, to discover, develop, make, have made, offer for sale, sell, import and use Licensed Products and to practice the Licensed Methods) outside the Licensed Field and/or outside the Territory, and to license third parties to do any of the foregoing.

2.5 Government Rights. The rights and licenses granted Licensee herein are subject to the rights of the United States Government as set forth in 37 CFR 401 which is an outgrowth of Public Law 98-620 which amended Public Law 96-517, more commonly known as The Bayh-Dole Act. If there is any conflict between any such rights and the rights granted herein, such government rights shall prevail.

2.6 Compliance. Licensee may only use Licensed Products in compliance with all local, state, federal and other applicable laws, regulations and rules, including without limitation (for uses in the United States), EPA, FDA, USDA and NIH guidelines. Licensee shall not directly or indirectly use any Licensed Product, or allow the transfer, transmission, export or re-export of all or any part of any Licensed Product or any product thereof, in violation of any US export control laws or regulations or those of any other relevant jurisdiction.

3. PAYMENTS.

3.1 License Fees. Licensee agrees to pay Hairpin Technologies the then applicable annual License Fee for itself and all sublicensed Affiliates, which amounts shall accrue and be due and payable on the Effective Date and on January 1 of every year thereafter (whether or not Licensee is invoiced). The amount of the annual License Fee shall be as specified in Schedule C.

3.2 Payment Terms. All payments are non-refundable. Unless specified otherwise, all amounts due hereunder shall be paid in US dollars, using funds drawn from a US-bank branch located in the US, and delivered by check to Hairpin Technologies's address or by electronic funds or wire transfer to an account specified by Hairpin Technologies. Any amount not paid when due shall bear a late payment charge, until paid, at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less. Licensee agrees to reimburse Hairpin Technologies for all costs (including reasonable attorneys' fees) incurred in collecting late payments.

3.3 Taxes. All payments required by this Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes), and Licensee agrees to bear and be responsible for the payment of all such charges. All amounts due hereunder shall be grossed-up for any withholding taxes imposed by any foreign government.

3.4 Statements. Upon request from time to time, Licensee agrees to certify to Hairpin Technologies (in a written statement signed by an authorized executive officer) the name and address of Licensee and all sublicensed Affiliates, the number of persons employed by Licensee and all sublicensed Affiliates and the location of all facilities where the rights granted under this Agreement are being exercised by Licensee and sublicensed Affiliates. Whether or not Hairpin Technologies requests any such statement, Licensee remains liable to pay all applicable License Fees in the amounts, at the times and subject to the conditions set forth herein.

4. WARRANTIES AND DISCLAIMERS.

4.1 Licensee. Licensee represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of its incorporating jurisdiction; it has all requisite corporate power, right and authority to enter into and perform its obligations under this Agreement without the consent or approval of any other person or entity; this Agreement constitutes its valid and binding obligation enforceable in accordance with its terms; and its execution and delivery of this Agreement, and compliance with the terms hereof, do not and will not conflict with or result in a breach of any terms of, or constitute a default under, any agreement, obligation or instrument to which it is a party or by which it is bound.

4.2 Hairpin Technologies. Hairpin Technologies represents and warrants to Licensee that it has the lawful right to grant Licensee the license described herein under CSHL's rights in the Licensed Patents.

4.3 Disclaimers. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE LICENSED PATENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. HAIRPIN TECHNOLOGIES DOES NOT REPRESENT OR WARRANT THAT ANY LICENSED PRODUCT, OR THE PRACTICE OF THE LICENSED PATENTS (INCLUDING THE PRACTICE OF ANY LICENSED METHOD), WILL NOT INFRINGE ANY OTHER PATENT OR OTHER PROPRIETARY RIGHT; OR THAT THE LICENSED PATENTS WILL MEET LICENSEE'S REQUIREMENTS; OR THAT ANY RESULTS CAN BE ACHIEVED. HAIRPIN TECHNOLOGIES HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

4.4 No Other Warranties. For avoidance of doubt, nothing in this Agreement shall be construed as Hairpin Technologies' representation or warranty as to the validity, enforceability or scope of any Licensed Patent, or as an obligation on Hairpin Technologies or CSHL to file, prosecute or maintain any Licensed Patent or to bring or prosecute actions against third parties for infringement of the Licensed Patents.

5. INDEMNIFICATION.

5.1 Indemnity. Licensee agrees to indemnify and hold harmless Hairpin Technologies, CSHL, their Affiliates and their respective trustees, officers, employees and agents (**Indemnitees**) from and against all demands, actions, claims, suits, proceedings, losses, damages, liabilities, fees, costs and expenses resulting from or arising out of Licensee's and its Affiliates' acts or omissions under this Agreement, including without limitation, with respect to any (a) exercise of the Licensed Patents (including any Licensed Method) and use of any Licensed Product, (b) breach of the scope of the license or any other representation, warranty or covenant or (c) negligence or misconduct.

5.2 Procedure. Hairpin Technologies agrees to inform Licensee of any demand, claim, action, suit or proceeding promptly after Hairpin Technologies determines it is covered by the foregoing indemnity and, at Licensee's cost and expense, to provide Licensee with reasonable assistance, cooperation and information in connection therewith. At its sole cost and expense, Licensee shall manage and control the defense of any such claim; provided, Hairpin Technologies may participate in any proceeding using counsel of its own choosing, at its own expense; and provided further, any Indemnitee shall have the right to retain its own counsel, at the expense of Licensee, if representation of such Indemnitee by counsel retained by Licensee would be inappropriate because of conflict of interests of such Indemnitee and any other party represented by such counsel. Notwithstanding the foregoing, if Licensee fails to promptly assume and conduct the defense or take reasonable action to settle such matter, then Hairpin Technologies may regain control of such matter (in which case, Licensee shall be responsible for all such costs and expenses, as well as any award entered against any Indemnitee or reasonable settlement entered into by Hairpin Technologies). Licensee will not enter into any settlement, consent judgment or other voluntarily final disposition of any action hereunder, or make any admission or take any other action, that adversely affects any Indemnitee or Licensed Patent, or that is inconsistent with this Agreement in any material respect, or that fails to include an unconditional release of all claims against all Indemnitees, without Hairpin Technologies' prior written consent.

6. LIMITATION OF LIABILITY.

6.1 No Refunds. Licensee agrees that all payments hereunder are non-refundable and Hairpin Technologies shall have no liability or obligation to credit or refund any amount to Licensee, for any reason or cause (including without limitation, any termination under Section 7.2 or any failure to prosecute, maintain or defend any Valid Claim or Licensed Patent).

6.2 General. IN NO EVENT SHALL HAIRPIN TECHNOLOGIES OR CSHL BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF

THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) COST OF PROCURING ADDITIONAL OR SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) AGGREGATE DAMAGES IN EXCESS OF AMOUNTS PAID TO CSHL UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION AROSE, EVEN IF HAIRPIN TECHNOLOGIES OR CSHL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

7. TERM AND TERMINATION.

7.1 Term. This Agreement shall commence on the Effective Date and continue in effect until there no longer exists any Valid Claim in the Licensed Patents, unless terminated earlier as permitted herein.

7.2 Termination. This Agreement may be terminated (a) by Licensee, at any time upon at least 90 days prior written notice to Hairpin Technologies or (b) by either party if the other party materially breaches a provision of this Agreement and fails to cure such breach within 30 days (10 days in the case of non-payment) after receiving written notice of such breach from the non-breaching party.

7.3 Effects of Termination. Upon any expiration or termination of this Agreement, all rights, obligations and licenses of the parties hereunder shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, payment obligations) and remedies for breach of this Agreement shall survive, (b) after any termination under Section 7.2, Licensee shall immediately cease using the Licensed Products and stop practicing under the Licensed Patents (including the Licensed Methods), promptly destroy all Licensed Products and any other infringing materials, and certify to Hairpin Technologies (in a written statement signed by an authorized executive officer) that Licensee has complied (and will comply at all times thereafter) strictly with this requirement and (c) the provisions of Sections 3 (Payments), 4 (Warranties and Disclaimers), 5 (Indemnification), 6 (Limitation of Liability), 8 (General Provisions) and this Section 7 shall survive.

8. GENERAL PROVISIONS.

8.1 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter hereof. Any different or additional terms on any purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect

hereunder. This Agreement may be executed in one or more counterparts, each of which shall be an original, but taken together constituting one and the same instrument. Execution of a facsimile copy (including PDF) shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature. No change or waiver may be made unless in writing and signed by both parties. The failure of either party to enforce its rights at any time for any period will not be construed as a waiver of such rights. Unless specifically provided otherwise, each right and remedy is in addition to any other right or remedy, at law or in equity. If any provision is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is in English only, which language shall be controlling in all respects. No version of this Agreement in another language shall be binding or of any effect.

8.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, without regard to its conflicts of law provisions. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and regulations of the United States shall govern. Exclusive jurisdiction and venue for any litigation arising under this Agreement is in the federal and state courts located in New York, New York, and both parties hereby consent to such jurisdiction and venue for this purpose. In any action or proceeding to enforce this Agreement, the prevailing party will be entitled to recover the costs and expenses (including reasonable attorneys' fees) that it incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

8.3 Notices. Any notice or communication hereunder shall be in writing and either personally delivered or sent via confirmed facsimile, recognized express

delivery courier (with next day delivery instructions) or certified or registered mail, prepaid and return receipt requested, addressed to the other party at its address specified herein, or at such other address designated in a subsequent notice. All notices shall be in English, effective upon receipt.

8.4 Assignment. This Agreement and the rights and obligations hereunder may not be assigned or otherwise transferred by Licensee without the prior written consent of Hairpin Technologies, except that Licensee (without consent) may assign its rights and obligations hereunder to any successor to all or substantially all of its business that concerns this Agreement (by sale of stock or assets, merger, consolidation or otherwise). Any attempted transfer in violation hereof will be void and of no effect. Hairpin Technologies may assign this Agreement to any third party, without consent. This Agreement will be binding upon, and inure to the benefit of, the successors, representatives, and permitted assigns of the parties.

8.5 Independent Contractors. The parties shall be independent contractors in their performance under this Agreement, and nothing contained herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

8.6 Remedies. Licensee acknowledges and agrees that, in the event of its breach or threatened breach of Section 2 or Section 7.3(b), Hairpin Technologies and CSHL will suffer irreparable damage for which they will have no adequate remedy at law. Accordingly, in addition to any other remedy at law or in equity, Hairpin Technologies and CSHL shall be entitled to orders for specific performance, injunctions and other equitable remedies to prevent or restrain, temporarily or permanently, any such breach or threatened breach, without the necessity of proving actual damages or posting any bond or surety.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their duly authorized officers to execute this Agreement as a sealed instrument, as of the Effective Date.

HAIRPIN TECHNOLOGIES INC.

By: _____

Managing Partner

LICENSEE

By: _____

Name: _____

Title: _____

Schedule A – Licensed Patents					
Jurisdiction	Application No.	Application Date	Patent No.	Issue Date	Title
Australia	2008246266	November 20, 2008	2008246266	December 20, 2012	Methods and Compositions for RNA Interference
Australia	2012261651	December 6, 2012	Pending	Pending	Methods and Compositions for RNA Interference
EPO (AT, BE, CH, DE, DK, ES, FI, FR, GB, IE, IT, LI, LU, NL, SE, SI)	03732052	January 22, 2003	EP1546174	June 22, 2011	Methods and Compositions for RNA Interference
Hong Kong	05106782.4	August 8, 2005	HK1073660	March 9, 2012	Methods and Compositions for RNA Interference
Japan	2003-562262	January 22, 2003	4758067	June 10, 2011	Methods and Compositions for RNA Interference
United States	10/997,086	November 23, 2004	8,202,846	June 19, 2012	Methods and Compositions for RNA Interference
United States	11/894,676	August 20, 2007	8,153,776	April 10, 2012	Methods and Compositions for RNA Interference
United States	12/152,837	May 16, 2008	8,383,599	February 26, 2013	Methods and Compositions for RNA Interference
United States	13/526,335	June 18, 2012	8,829,264	September 9, 2014	Methods and Compositions for RNA Interference

Schedule B – Territory+

Specific Jurisdiction:

Worldwide

+ If the Territory is limited to a specific jurisdiction, then Licensee may change the Territory to worldwide, effective upon giving written notice to Hairpin Technologies and paying Hairpin Technologies the corresponding increase in the annual License Fee, calculated in accordance with Schedule C.

Schedule C – Annual License Fee*		
Then Current Number of Employees (Licensee + all sublicensed Affiliates)**	Territory***	
	Specific Jurisdiction	Worldwide
# of employees < 20	\$10,000 / yr	\$20,000 / yr
20 ≥ # of employees < 50	\$20,000 / yr	\$30,000 / yr
50 ≥ # of employees < 100	\$30,000 / yr	\$40,000 / yr
# of employees ≥ 100	N/A	\$50,000 / yr

* The amount of the initial License Fee payment, which is due and payable on the Effective Date, will be pro-rated for the number of days then remaining in the applicable calendar year. Thereafter, the full amount of the annual License Fee will be due and payable in advance on January 1 of each year.

** If any Affiliate is first sublicensed during any calendar year that results in an increase in the total number of employees (Licensee plus all sublicensed Affiliates), then the increase in the amount of the Licensee Fee (which is due and payable on the applicable Sublicense Date) will be pro-rated for the number of days then remaining in the applicable calendar year. Thereafter, the full annual amount of the annual License Fee will be due and payable in advance on January 1 of each year.

*** If Licensee gives notice to Hairpin Technologies changing the Territory from a specific jurisdiction to worldwide, then the increase in the amount of the License Fee (which is due and payable on the date of such notice) will be pro-rated for the number of days then remaining in the applicable calendar year. Thereafter, the full annual amount of the annual License Fee will be due and payable in advance on January 1 of each year.