

NON-EXCLUSIVE COMMERCIAL SUPPLIER PATENT LICENSE AGREEMENT

This Non-Exclusive License Agreement (the "Agreement"), effective as of _____, 2016 (the "Effective Date"), is between **Hairpin Technologies, Inc.** ("Hairpin Technologies"), located at 2200 Smithtown Avenue Ronkonkoma, New York 11779, and _____ ("Licensee"), located at the Address.

WHEREAS, Hairpin Technologies is the exclusive licensing agent to certain patents directed to short hairpin RNA ("shRNA") owned by Cold Spring Harbor Laboratory ("CSHL");

WHEREAS, Licensee seeks to obtain from Hairpin Technologies, and Hairpin Technologies desires to grant to Licensee, certain rights and licenses under CSHL's shRNA patents, subject to and in accordance with this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Hairpin Technologies, intending to be legally bound hereby, agree as follows:

1. DEFINITIONS.

1.1 "Affiliate" means, at the time of reference thereto, any corporation, partnership, joint venture or other entity which controls, is controlled by or is under common control with the subject entity. For purposes of this Section 1.1, "control" shall mean direct or indirect ownership of more than 50% of (a) the outstanding stock or other voting rights entitled to elect directors or (b) all ownership interests (or, in any country where the local law shall not permit foreign equity participation of 50% or more, then the direct or indirect ownership or control of the maximum percentage of such outstanding stock, voting rights or ownership interests permitted by local law).

1.2 "Commercial Entity" means any entity that is not a Non-Profit Entity.

1.3 "Contractor" means a third party under written agreement with Licensee (the "Have Made Contract") (a) who, for non-royalty based payment(s), undertakes to practice under the Licensed Patents, on behalf of Licensee to manufacture Licensed Products solely for sale-back to Licensee ("Contract Manufacturing Work"), (b) which third party shall not, after termination of the Have Made Contract, retain or receive subsequent rights under this Agreement related to any Licensed Patents and (c) from whom Licensee receives no payments pursuant to such Have Made Contract.

1.4 "First Commercial Sale" means, whichever is earlier, the first sale, lease, license, transfer or other disposition by Licensee of any Licensed Product to any third party (other than to a Contractor), or the first performance of a Licensed Service.

1.5 "Licensed Field" means the research reagent market, where Licensed Products may be manufactured and sold (or otherwise delivered, distributed or transferred) only to Commercial Entities and Non-Profit Entities that are end-users of the Licensed Products (each, a "Purchaser") and solely for use by the Purchaser for the Permitted Purpose. The Licensed Field specifically excludes all other applications, markets, fields and uses (including without limitation, any resale, any use that requires regulatory approval by the United States Food and Drug Administration [or any successor or foreign equivalent], any use *in vitro* or *in vivo* for diagnostic, preventative, therapeutic or vaccine applications, or any use in humans for any purpose).

1.6 "Licensed Method" means any method or process the practice, offer, sale or use of which would, absent the license granted pursuant to this Agreement, constitute an infringement of a Valid Claim in any Licensed Patent.

1.7 "Licensed Patents" means, as existing during the term of this Agreement, CSHL's rights in all US and foreign patents and patent applications that are listed in Exhibit A attached hereto, including any patents issued from such patent applications, reexaminations, reissues and extensions of any such patents.

1.8 "Licensed Products" means and collectively includes: any product that, in whole or in part (a) the manufacture, offer, sale, import or use of which is directly, or indirectly, covered by any Valid Claim in any Licensed Patent, or (b) is identified, designed, developed, derived from or made using a Licensed Method, or (c) incorporates, includes, embodies or uses any result arising out of any Licensed Service. By way of illustration and not limitation, Licensed Products may include individual shRNA Clones, pre-arrayed sets of shRNA Clones (e.g., 96-well or 384-well plates or similar format, including micro-arrays) and other libraries or aggregations of shRNA Clones, and screening products used in the parallel analysis of large numbers of shRNA Clones or synthetic shRNA (e.g., reverse transfection arrays and pools), or shRNA vectors, but specifically excluding any mouse that is of a strain of mice for germ line transmission by embryonic transfer of a gene encoding an shRNA that includes suppression of a gene or genes by RNAi.

1.9 "Licensed Service" means any research, design, construction, manufacturing or other service that, in whole or in part, results in the discovery, development, manufacture, delivery or use of any Licensed Product, including any custom design or manufacture of Licensed Products, or includes the practice of any Licensed Product or Licensed Method, e.g., use of any Licensed Product or Licensed Service for target or drug screening.

1.10 "Net Sales" means, with respect to the applicable reporting period, the gross amounts invoiced by Licensee for the sale, lease, license or other transfer of any Licensed Product or the performance of any Licensed Service (as the case may be), less amounts actually paid or credited by Licensee for: returns, recalls and rejections; special packing, insurance, postage and freight-out; sales, use and value-added taxes, duties and tariffs imposed on the transaction (if separately included in the gross amount invoiced). In the case of any transfer between Licensee and any of its Affiliates for resale, Net Sales shall be based on the gross amounts for the Licensed Products invoiced by the Affiliate, less the applicable deductions set forth above. In calculating Net Sales, no deduction shall be made for the cost of collections.

1.11 "Non-Profit Entities" means any college, university or governmental entity (including without limitation, governmental and quasi-governmental institutes and research laboratories), as well as any non-profit scientific, research or educational organization that is of the type described in section 501(c)(3) of the Internal Revenue Code or that is qualified under a state non-profit organization statute.

1.12 "Permitted Purpose" means use of the Licensed Products (and any progeny or reproduction thereof) solely for Purchaser's internal research purposes, but not for any other purpose. For avoidance of doubt, the Permitted Purpose shall not include any right (a) to use any Licensed Product for any diagnostic, preventative, therapeutic or vaccine purpose, (b) to isolate, extract, reverse engineer, derive, copy or separately use any component of the Licensed Products (such as, for example, any shRNA component), or (c) to distribute or transfer any of the Licensed Products or components thereof (by license, sale, loan, lease, rental or any other means) to any scientific collaborator, commercial partner or other third party, except only for transfers of unmodified Licensed Products as received from Licensee (but not any components thereof) to Purchaser Subcontractors as necessary to accomplish the corresponding Permitted Subcontract Work.

1.13 "Purchaser Subcontractor" means a third party under written agreement with a Purchaser (a "Purchaser Subcontract") (a) who, for non-royalty based payment(s), undertakes on the behalf of that Purchaser to use Licensed Products acquired by that Purchaser solely for that Purchaser's Permitted Purpose and benefit ("Permitted Subcontract Work"), (b) which third party shall not, after termination of the Purchaser Subcontract, retain or receive subsequent rights to possess, access or use any Licensed Products (or any results of the Permitted Subcontract Work) and (c) from whom Purchaser receives no payments pursuant to such Purchaser Subcontract.

1.14 "shRNA" or "short hairpin RNA" means a sequence of RNA that makes a tight hairpin turn and that can be used to silence gene expression via RNA interference in mammalian cells.

1.15 "shRNA Clone" means a nucleotide sequence encoding an shRNA, including an shRNA embedded in a longer RNA transcript (e.g., a primary microRNA transcript).

1.16 "shRNA vector" means any plasmid or other construct or vector (e.g., bacterial or viral) that includes an shRNA clone, including an expression vector suitable for use in mammalian cells.

1.17 "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 **License Grant.** Subject to all terms and conditions set forth in this Agreement, Hairpin Technologies grants to Licensee a worldwide, royalty-bearing, non-exclusive, non-sublicenseable (except as expressly permitted in Section 2.2), non-transferable (except as expressly permitted in Section 16.2) right and license, under CSHL's rights in the Licensed Patents, to practice Licensed Methods, and to provide Licensed Services, and to make, have made (but solely by *bona fide* Contractors in accordance with Section 2.2), offer to sell, sell, import and use Licensed Products, but in each case, only in the Licensed Field. Except as expressly specified herein, Licensee shall not use or practice any of the Licensed Patents in any other manner, or for any other purpose, or in any other field of use.

2.2 **Sublicenses.**

(a) Have Made Contracts. If Licensee exercises its "have made" rights under Section 2.1 of this Agreement, then such Contractor shall be bound by the terms and conditions of this Agreement, including without limitation, the confidentiality and indemnity obligations to Hairpin Technologies and CSHL. No Contractor shall be permitted to grant any further sublicense or to subcontract, delegate, assign (including by operation of law) or otherwise transfer any of its rights to any third party. Licensee shall provide Hairpin Technologies with a copy of each Have Made Contract within 30 days after execution thereof (and each amendment or other modification thereto). Licensee shall pay all royalties due and be responsible for making reports under this Agreement by reason of the Contract Manufacturing Work by Contractors, and their respective compliance with all terms and conditions of this Agreement. The breach, default or non-performance of any obligation of Licensee under this Agreement by any of its Contractors shall be deemed to be breach, default or non-performance of such obligation by Licensee.

(b) No Other Sublicenses. Except sublicenses to Contractors solely for performance of Contract Manufacturing Work pursuant to Have Made Contracts, Licensee shall not sublicense to any third party (including without limitation, any of its Affiliates) the right to exercise any of Licensee's rights under Section 2.1 or elsewhere in this Agreement, without first obtaining, in each case, Hairpin Technologies' written consent, at Hairpin Technologies' sole discretion.

2.3 **Licensed Products.** As a condition of each sale (or any other delivery, distribution or transfer, however characterized) of Licensed Products by Licensee to a Commercial Entity, (including any Licensed Products that result from Licensee's performance of any Licensed Service), Licensee will not sell (or otherwise deliver, distribute or transfer) Licensed Products without Hairpin Technologies' prior written consent, unless such Commercial Entity has a valid use license from Hairpin Technologies or CHSL under the Licensed Patents. All advertising and marketing information concerning any Licensed Product shall include a statement substantially similar to the following: "For Research Use Only – Not for any Clinical, Therapeutic or Diagnostic use in Humans."

2.4 **Shrinkwrap Label License.** Licensee shall not sell (or otherwise deliver, distribute or transfer) any Licensed Products to any third party unless accompanied by a label license, as specified in writing by Hairpin Technologies from time to time ("Label License"), the initial version of which is attached hereto as Exhibit B.

2.5 **Purchaser Breach.** If Licensee obtains information that any Purchaser's purchase or use of Licensed Products violates the limitations set forth at section 2.3, above, it shall notify Hairpin Technologies in writing within 30 days. In the event the Purchaser is a Commercial Entity, Hairpin Technologies may require, if Purchaser has failed within a reasonable period of time to secure a commercial use license from Hairpin Technologies under the CSHL Patent Rights, that Licensee immediately cease all future sales of Licensed Products (including Licensed Products resulting from use of Licensed Services) to that Purchaser.

2.6 Patent Marking. Licensee shall mark all Licensed Products made, used, sold or imported under the terms of this Agreement, or their containers or documentation, in accordance with all applicable patent marking laws.

3. RESERVATION OF RIGHTS.

3.1 Reserved Rights. The rights and licenses granted to Licensee shall be subject to CSHL's rights (for itself, its Affiliates and their licensees) to freely practice and use the Licensed Patents in any manner and for any purpose and in any field of use (including without limitation, for all educational, scientific and research purposes, and to publish any results arising therefrom, and to practice Licensed Methods, and to provide Licensed Services and to research, develop, make, have made, use, offer for sale, sell and import Licensed Products), and to license third parties to do any of the foregoing, where such licensees and third parties may be Non-Profit Entities or Commercial Entities.

3.2 Government Rights. The licenses granted to Licensee herein are subject to the rights of the US 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.

3.3 No Implied Licenses. Except for the limited rights and licenses expressly granted herein: no other license is granted and no other use is permitted; CSHL shall retain all rights, title and interests in and to the Licensed Patents (including without limitation, Licensed Methods); and nothing herein confers (by implication, estoppel or otherwise) any right or license under any other inventions, patents, know-how, materials or other intellectual property rights developed, owned, acquired or controlled by CSHL or any of its Affiliates.

4. DUE DILIGENCE.

4.1 Annual Minimums. Upon written notice to Licensee, Hairpin Technologies may terminate this Agreement if Licensee fails to report and pay to Hairpin Technologies the applicable minimum Royalty Payments during any calendar year:

Number of Employees (Licensee + all Affiliates) as of 31 December	Minimum Annual Royalty Payments
# of employees < 20	\$20,000 / yr
20 ≥ # of employees < 50	\$30,000 / yr
50 ≥ # of employees < 100	\$40,000 / yr
# of employees ≥ 100	\$50,000 / yr

4.2 License Fee. In consideration for the rights granted in this agreement, Licensee will pay to Hairpin Technologies within sixty (60) days from the Effective Date, an initial license fee in the amount of XXX thousand dollars (\$XXXX).

5. ROYALTIES AND PAYMENTS.

5.1 Running Royalties. In partial consideration of the rights and licenses granted herein, Licensee shall pay running royalties to Hairpin Technologies on a semi-annual basis, in an amount equal to 3% of the Net Sales of Licensed Products and Licensed Services (collectively, the “Royalty Payments”), within 45 days after June 30 and December 31 of each calendar year, and which shall be accompanied by the Royalty Report specified in Section 6.4. For avoidance of doubt, if more than one Licensed Patent applies to the manufacture, sale or use of any Licensed Product (or to the provision of any Licensed Service), then multiple Royalty Payments shall not be due under this Agreement for such Licensed Product (or such Licensed Service). Licensee shall be solely responsible and liable for paying all amounts owed to any third party as may be necessary or prudent to make, have made, offer for sale, sell, import or use any Licensed Product or to provide any Licensed Service.

5.2 Sublicense Revenue. Not applicable, since sublicensing is not permitted.

5.3 Payment Terms. All payments are non-refundable, and all amounts due to Hairpin Technologies hereunder shall be paid in full (without deduction, set-off or counterclaim) in US dollars, by electronic funds or wire transfer to an account specified by Hairpin Technologies. When Licensed Products or Licensed Services are denominated in currencies other than US dollars, the Royalty Payment will first be determined in the applicable foreign currency and then converted into equivalent US funds. Such conversion shall be at the exchange rate pursuant to Licensee’s currency conversion methodology as used for its financial reporting. Any amount not paid when due shall bear a late payment charge, until paid, at the rate of the sum of (a) 1.5% plus (b) the prime interest rate in effect at Citibank, N.A., New York on the date the payment is due. Licensee agrees to reimburse Hairpin Technologies for all costs (including reasonable attorneys' fees) incurred in collecting late payments.

5.4 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.

5.5 Foreign Restrictions. If at any time legal restrictions prevent the prompt remittance of all or any part of the Royalty Payments by Licensee with respect to any country where a Licensed Product or Licensed Service is sold, unless prohibited from lawfully doing so, Licensee shall convert the amount owed to Hairpin Technologies into US funds and shall pay Hairpin Technologies directly from its US source of funds for the amount impounded. Licensee will then pay all future Royalty Payments due to Hairpin Technologies from its US source of funds so long as the legal restrictions of this Section 5.5 still apply.

5.6 Fair Consideration. The parties hereby agree that the Royalty Payments payable under this Section 5 shall constitute fair consideration for the licenses granted hereunder. To avoid uncertainty, Licensed Products, Licensed Services and Licensed Methods may include products or processes that (as manufactured, sold, used or performed) are not covered by any Valid Claim in the Licensed Patents, but for which a method, process, material or intermediary product (that are produced, consumed or used at any time during the identification, research, development, screening, validation or manufacturing activities, use or performance related to such product or process) is covered by a Valid Claim in the Licensed Patents. The parties hereby unconditionally agree that the foregoing understanding is used for the mutual ease and convenience of the parties in determining, accounting for, reporting and validating Royalty Payments payable hereunder.

6. REPORTS, RECORDS AND AUDIT.

6.1 Royalty Reports. Within 45 days after the end of each calendar half-year, Licensee shall deliver to Hairpin Technologies a full and accurate accounting ("Royalty Report") that sets forth the following information (a) the gross sales and Net Sales of Licensed Products sold and Licensed Services performed by Licensee during the most recently completed calendar half-year, (b) the number and type of each Licensed Product sold and Licensed Service performed and (c) identification of Licensed Methods performed in researching, developing and manufacturing Licensed Products and performing Licensed Services, and (d) the name and address of the Purchasers of any Licensed Products from Licensee. The Royalty Report shall also include the following information (e) the Royalty Payments, in US dollars, payable with respect to sales of Licensed Products and Licensed Services, (f) the method used to calculate the Royalty Payments and (g) the exchange rates used. If no sales of Licensed Products or Licensed Services are made, or if no Licensed Methods are performed, or if no Royalty Payment is due, during any reporting period, a statement to this effect is required.

6.2 Records and Audit. In accordance with US generally accepted accounting principles, consistently applied, Licensee shall keep true, accurate and complete records of its (and its Contractors') activities under this Agreement (including without limitation, records of Contract Manufacturing Work, and records of Net Sales necessary to determine the amounts due to Hairpin Technologies). Such records shall be retained by Licensee for at least the current and 5 preceding calendar years. Upon reasonable prior written notice by Hairpin Technologies, during normal business hours, such records shall be made available for inspection, audit and copying by representatives or agents of Hairpin Technologies for the purpose of verifying Licensee's compliance with this Agreement (including without limitation, the accuracy of Licensee's reports and payments pursuant to this Agreement). All costs and expenses incurred in performing any such audit shall be paid by Hairpin Technologies unless the audit discloses an underpayment of 5% or more, in which case Licensee will bear the full cost of the audit. Hairpin Technologies will be entitled to recover any shortfall in payments as determined by such audit, plus interest thereon, calculated in accordance with Section 5.3.

7. TERM AND TERMINATION.

7.1 Term. This Agreement shall commence on the Effective Date and continue in effect until the date when no Valid Claim in the Licensed Patents remains, unless earlier terminated by operation of law or by acts of the parties in accordance with the terms of this Agreement.

7.2 Termination. All termination rights shall be in addition to and not in substitution for any other remedies that may be available to either party.

(a) This Agreement may be terminated by either party (i) if the other party materially breaches a provision of this Agreement and fails to cure such breach within 30 days (15 days in the case of monetary breach) after receiving written notice of such breach from the non-breaching party, or (ii) immediately upon written notice, if the other party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within 90 days, or the other party becomes insolvent or dissolves, liquidates or otherwise fails to operate in the ordinary course.

(b) Hairpin Technologies may terminate this Agreement immediately upon written notice if Licensee or any of its Affiliates or Contractors (i) provokes an interference with any Licensed Patent application, (ii) commences any action challenging the scope, validity or enforceability of any Licensed Patent or (iii) encourages, assists or permits any third party to do any of the foregoing.

(c) Licensee may terminate this Agreement at any time, for any reason or no reason, upon at least 90 days prior written notice.

7.3 Effects of Expiration or Termination. Upon any expiration or termination of this Agreement, all rights, obligations and licenses of the parties hereunder shall cease (including without limitation, sublicenses granted by Licensee to any Contractor under any Have Made Contract), except that the following shall survive: (a) all obligations and liabilities that accrued prior to the effective date of termination (including without limitation, payment obligations) and any remedies for breach of this Agreement; (b) Licensee shall immediately stop practicing the Licensed Patents (including without limitation, making, having made, offering, selling or using any Licensed Product and performing any Licensed Method or Licensed Service); and (c) the provisions of Sections 5 (Royalties and Payments), 6.5 (Records and Audit), 8 (Confidentiality), 9 (Warranties and Disclaimers), 10 (Limitation of Liability), 12 (Patent Enforcement and Defense), 13 (Infringement), 14 (Indemnification and Insurance), 15 (Dispute Resolution), 16 (General Provisions) and this Section 7 (Term and Termination).

7.4 No Further Liability. Each party understands that the rights of termination hereunder are absolute and it has no rights to a continued relationship with the other after termination (except as expressly stated herein). Neither party shall incur any liability whatsoever for any damage, loss or expense of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party that complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expense.

8. CONFIDENTIALITY.

8.1 Scope. The term "Confidential Information" means all materials and other information, including without limitation, proprietary information and materials (whether or not patentable) regarding a party's technology, products, business information or objectives, that are designated as confidential in writing by the disclosing party, whether by letter or by the use of an appropriate stamp or legend, prior to or at the time any such information is disclosed by the disclosing party to the other party. Notwithstanding the foregoing to the contrary, materials and other information that are orally or visually disclosed by a party shall constitute Confidential Information only if the disclosing party indicated at the time of such disclosure that such materials or other information were confidential and, within 15 days after such disclosure, delivers to the other party a written document or documents describing the materials or other information and referencing the place and date of such oral or visual disclosure and the names of the persons to whom such disclosure was made. For avoidance of doubt, all CSHL invention disclosures and patent applications, and the terms of this Agreement are deemed to be CSHL's Confidential Information. Confidential Information does not include information that the receiving party can demonstrate by written records is (a) rightfully furnished to it without restriction by a third party without breach of any obligation to the disclosing party, (b) generally available to the public without breach of this Agreement or (c) independently

developed by it or its employees (or, in the case of CSHL, by other members of its scientific staff) without reliance on such information.

8.2 Restrictions. The receiving party agrees (a) not to copy or use the disclosing party's Confidential Information except and only for the express purposes of this Agreement, (b) to maintain it as confidential, and exercise reasonable precautions to prevent unauthorized disclosure, access or use, (c) not to disclose it to any third party other than the receiving party's employees and contractors who have a need to know for the permitted purpose and who are bound by obligations that are at least as protective as the restrictions in this Agreement and (d) not to export or re-export any Confidential Information or product thereof in violation of US or other export control laws or regulations. Each party shall bear the responsibility for any breach of confidentiality by its employees and contractors. Upon any termination of this Agreement, and within 10 days after request by the disclosing party at any other time, each party will return (or at the disclosing party's request, destroy) all originals and copies of the other's Confidential Information, and all records and materials developed therefrom (except as required by regulatory authorities); *provided*, Hairpin Technologies may retain reports provided by Licensee and copies of Have Made Contracts.

8.3 Required Disclosure. Nothing herein shall prevent a receiving party from disclosing all or part of the other's Confidential Information as necessary pursuant to court order, the lawful requirement of a governmental agency (including regulatory agencies) or when disclosure is required by operation of applicable law, regulation or rule (including disclosures pursuant to applicable securities laws or regulations); *provided*, that prior to any such disclosure, the receiving party shall use reasonable efforts to (a) promptly notify the disclosing party in writing of such requirement to disclose and (b) cooperate fully with the disclosing party in protecting against or minimizing any such disclosure or obtaining a protective order.

8.4 Publicity. Except as may be required by applicable laws or regulations, neither party may issue any press release or other public announcement concerning the subject matter of this Agreement without the other party's prior written consent, in each instance. Nothing contained in this Agreement confers on Licensee any right to use in advertising, publicity or other promotional activities any name, trade name, trademark, logo or other designation of CSHL, its Affiliates or any of their trustees, officers or employees (including any contraction, abbreviation or simulation of any of the foregoing).

9. WARRANTIES AND DISCLAIMERS.

9.1 Hairpin Technologies Warranty. Hairpin Technologies represents and warrants to Licensee that, as of the Effective Date: it is a corporation duly organized, validly existing and in good standing under the laws of the State of New York; it has all requisite corporate power, right and authority to enter into and perform its obligations under this Agreement; this Agreement constitutes its valid and binding obligation enforceable in accordance with its terms; it has the lawful right to grant Licensee the licenses described herein under the Licensed Patents.

9.2 Disclaimers. EXCEPT AS EXPRESSLY SPECIFIED IN SECTION 9.1, THE LICENSED PATENTS AND LICENSE THERETO ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. HAIRPIN TECHNOLOGIES DOES NOT REPRESENT OR WARRANT THAT THE LICENSED PATENTS WILL MEET LICENSEE'S REQUIREMENTS, OR THAT ANY RESULTS CAN BE ACHIEVED. HAIRPIN TECHNOLOGIES MAKES NO REPRESENTATION OR WARRANTY THAT LICENSED PRODUCTS, OR THE PROVISION OF LICENSED SERVICES, OR ANY OTHER PRACTICE OF THE LICENSED PATENTS, WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT. HAIRPIN TECHNOLOGIES HEREBY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND 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.

9.3 No Other Warranties. For avoidance of doubt, nothing in this Agreement shall be construed as:

(a) A representation or warranty by Hairpin Technologies as to the validity, enforceability or scope of any Licensed Patent; or

(b) A representation or warranty that anything made, used, sold or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents or other proprietary rights of third parties; or

(c) An obligation on Hairpin Technologies or CSHL to file, prosecute or maintain any Licensed Patent or to bring or prosecute actions or suits against third parties for patent infringement or breach of any Shrinkwrap License; or

(d) Conferring by implication, estoppel or otherwise any license or rights under any patents of CSHL other than the Licensed Patents, regardless of whether such patents are dominant or subordinate to the Licensed Patents.

9.4 Licensee Warranty. Licensee represents and warrants to Hairpin Technologies that: it is a corporation duly organized, validly existing and in good standing under the laws of its incorporating jurisdiction, and 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.

10. LIMITATION OF LIABILITY.

HAIRPIN TECHNOLOGIES SHALL NOT BE LIABLE CONCERNING ANY 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 SUBSTITUTE TECHNOLOGIES, 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) DAMAGES IN THE AGGREGATE, IN EXCESS OF ROYALTY PAYMENTS PAID TO HAIRPIN TECHNOLOGIES HEREUNDER DURING THE PRIOR 12 MONTHS, EVEN IF HAIRPIN TECHNOLOGIES HAS 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.

11. PATENT PROSECUTION AND MAINTENANCE.

11.1 Without any obligation to Licensee, CSHL shall have sole control and authority over all matters related to applying for, prosecuting and maintaining the Licensed Patents, which it may undertake or decline to undertake or abandon, at any time, at its sole discretion. Hairpin Technologies will reasonably endeavor to notify Licensee after it permanently abandons prosecution of any patent application within the Licensed Patents.

12. PATENT ENFORCEMENT AND DEFENSE.

12.1 Notice. If either party learns of the substantial infringement of any Licensed Patent by any Commercial Entity, that party shall notify the other party of the infringement in writing and provide such evidence of the infringement as it may have. Licensee shall not notify a third party of infringement of any Licensed Patent without first obtaining Hairpin Technologies' written consent, at its sole discretion.

12.2 Enforcement. Without any obligation to Licensee, Hairpin Technologies or CSHL or both (at their cost and expense) shall have sole control and authority over all matters related to enforcing and defending the Licensed

Patents, which it may undertake or decline to undertake or abandon, at any time, at its sole discretion. Any recovery or damages received by Hairpin Technologies or CSHL in connection with or as a result of any action contemplated by this Section 12, whether by settlement or otherwise, shall be retained by Hairpin Technologies or CSHL or both.

12.3 Defense. In the event that an action alleging invalidity, unenforceability or non-infringement of any Licensed Patent is brought against CSHL or Licensee during the term of this Agreement (whether as an independent action or as a counterclaim of a suit filed by CSHL), CSHL, at its sole option, shall have the right, within 90 days after the commencement of such action, to take or regain control of the action at its own expense, provided that Licensee may maintain independent counsel in Licensee's sole discretion, and at Licensee's sole cost and expense, and subject to CSHL's control of such action.

12.4 Cooperation. If CSHL undertakes the enforcement or defense of the Licensed Patents pursuant to this Agreement, Licensee shall, at CSHL's request and expense (excluding salaries, rent, utilities and other expenses typically treated as overhead), cooperate in all reasonable respects (including by joining as a nominal party and executing and causing its Affiliates to execute all documents necessary for CSHL to initiate litigation to prosecute and maintain such action) and, to the extent possible, have its employees testify when requested and make available relevant records, papers, information, samples, specimens and the like. Hairpin Technologies and CSHL shall keep Licensee reasonably informed of developments in any action or proceeding, including, to the extent permissible by law, the status of any settlement negotiations and the terms of any offer related thereto. 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 CSHL, Hairpin Technologies, or the Licensed Patents, or that is inconsistent with this Agreement in any material respect, without CSHL's prior written consent.

13. INFRINGEMENT.

13.1 Infringement. In the event that any demand, claim, action, suit or proceeding is brought against, or written notice or threat thereof is provided to, Licensee alleging infringement of any patent, trade secret or other intellectual property right or unauthorized use or misappropriation of technology arising out of or in connection with Licensee's exercise of the Licensed Patents (including any development, manufacture, sale, distribution or use of any Licensed Product, Licensed Service or Licensed Method), Licensee shall have the right to defend at its own expense such demand, action, suit or proceeding, without expense or liability to CSHL.

14. INDEMNIFICATION AND INSURANCE.

14.1 Indemnification of Hairpin Technologies.

(a) **Indemnity.** Except to the extent determined with finality by a court of competent jurisdiction to have been caused solely by Hairpin Technologies' gross negligence or intentional misconduct, Licensee agrees to (i) defend Hairpin Technologies, its Affiliates and their respective trustees, directors, officers, employees and agents (collectively, "Hairpin Technologies Indemnitees") against any demand, claim, action, suit or proceeding by a third party that results from or arises out of Licensee's (or its Affiliates' or Contractors') acts or omissions related to this Agreement (including without limitation, claims related to: practice or use of any Licensed Patent; development, manufacture, sale, distribution or use of Licensed Products, Licensed Services or Licensed Methods; product liability; bodily injury, death or damage to property related to the presence of Licensee's employees, Contractors or agents; actions by or against Licensee under Section 12 or Section 13; negligence, misconduct or breach of any representation, warranty or covenant hereunder) and (ii) indemnify and hold harmless Hairpin Technologies Indemnitees for settlement amounts and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from such demand, claim, action, suit or proceeding.

(b) **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. Licensee shall not be responsible for any settlement that it does not approve in writing. 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 Hairpin Technologies 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 Hairpin Technologies 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 Hairpin Technologies Indemnitees, without Hairpin Technologies' prior written consent.

14.2 Insurance. During the term of this Agreement and for 7 years after the last sale of any Licensed Product or performance of any Licensed Service, whichever is later, Licensee shall procure and carry in full force and effect such comprehensive insurance protection as will be sufficient to satisfy its potential liabilities under this Agreement, in types and amounts customary in its industry for similar products and services (including without limitation, product liability insurance).

15. DISPUTE RESOLUTION.

15.1 Escalation. Except in the event that a party shall reasonably determine that it must seek a preliminary injunction, temporary restraining order, order for specific performance or other equitable relief, upon the occurrence of a dispute between the parties, including, without limitation, any breach of this Agreement or any obligation relating thereto, the matter shall be referred first to the responsible corporate officer of Hairpin Technologies and Licensee, or their respective designees. The offers, or their designees, as the case may be, shall negotiate in good faith to resolve such dispute in a mutually satisfactory manner no later than 30 days from date of submission of the dispute. If such efforts do not result in mutually satisfactory resolution of the dispute, the matter shall be referred to the President of Hairpin Technologies and the President (or CEO) of Licensee, or their designees. The Director and President (or CEO), or their designees, as the case may be, shall negotiate in good faith to resolve such dispute in a mutually satisfactory manner for 30 days, or any additional time period upon mutual agreement of the parties.

15.2 No Waiver. Notwithstanding the foregoing, nothing in Section 15.1 shall be construed to waive any rights or timely performance of any obligations existing under this Agreement.

16. GENERAL PROVISIONS.

16.1 Entire Agreement. This Agreement (including the exhibits attached hereto) constitutes the entire agreement, and supersedes all prior negotiations, understandings, term sheets or agreements (oral or written), between the parties relating to the subject matter of this Agreement and all past dealing or industry custom. 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 waiver, consent or modification of this Agreement shall bind either party unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. Waiver by either party of any default shall not be deemed a waiver by such party of the same or any other default that may thereafter occur.

16.2 Assignment. Neither this Agreement nor any rights or obligations hereunder (other than the right to receive payments) may be assigned by either party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, without consent, either party may assign this Agreement to any of its Affiliates or to any successor to all or substantially all of its business that concerns this Agreement (whether by sale of stock or assets, merger, consolidation or otherwise); *provided*, such assignee agrees in writing to be bound by all of the assigning party's obligations hereunder. Any attempt to do otherwise shall be void and of no effect. This Agreement will be binding upon and inure to the benefit of the successors, representatives and permitted assigns of the parties.

16.3 Severability. If any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.

16.4 Relationship. For all purposes of this Agreement each party shall be and act as an independent contractor and not as an employee, employer, partner, joint venturer or agent of the other and shall not bind nor attempt to bind the other to any contract.

16.5 Notices. All notices that are required or permitted under this Agreement will be in writing, in English and will be deemed to have been duly given when received. Notices shall be given by personal delivery, by confirmed facsimile or by recognized overnight delivery service, certified mail or registered mail (prepaid and with confirmation of receipt). Notices shall be addressed as follows, or to such other person or address as may be designated by notice to the other party from time to time.

In the case of Licensee:

Company
Address

In the case of Hairpin Technologies:

Hairpin Technologies
2200 Smithtown Avenue
Ronkonkoma, New York 11779
Attn: Paul Sheiffle

16.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions; *provided*, the scope and validity of any patent or patent application shall be governed by the applicable laws of the country of such patent or patent application. Unless waived by Hairpin Technologies in its sole discretion, the sole jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in the County of New York, New York, and both parties hereby consent to the exclusive jurisdiction of such courts with respect to any such action.

16.7 Remedies. Unless specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right and remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In any action or proceeding to enforce this Agreement, the prevailing party will be entitled to recover from the other party the actual costs, expenses and attorneys' fees that it incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

16.8 Export. Licensee shall observe all applicable US and foreign laws with respect to the transfer of Licensed Products, Confidential Information and related technical data to foreign countries, including, without limitation, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations.

16.9 Foreign Registration. If this Agreement or any associated transaction is required by the law of any nation to be approved by or registered with any governmental agency, Licensee shall assume all legal obligations to do so and all associated costs and expenses.

IN WITNESS WHEREOF, both Hairpin Technologies and Licensee have executed this Agreement, by their respective officers duly authorized, as of the Effective Date.

HAIRPIN TECHNOLOGIES, INC.

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

LICENSED PATENTS [note: UPDATED]

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

LABEL LICENSE

(as of the Effective Date)

**shRNA Product
Limited Use License**

This Product is covered by US and foreign patent applications or patents and other proprietary intellectual property rights owned by CSHL ("CSHL shRNA IP Rights"), including U.S. Patent Nos. 8,153,776, 8,202,846, 8,383,599, 8,829,264, and EP1546174.

Subject to acceptance and all terms and conditions of this License, sale of the Product to Buyer by **Company** (acting under its license, an "Authorized Sale") conveys to Buyer only the nonexclusive, nontransferable right (with no right to sublicense) under the shRNA IP Rights to use the Product solely for Customer's internal research purposes, and only at its facility where the Product is delivered by **Company**.

The Product is for research use only and may not be used *in vitro* or *in vivo* for any diagnostic, preventative, therapeutic or vaccine application, or used (directly or indirectly) in humans for any purpose.

Non-Profit Buyers. If Buyer is a Non-Profit Entity, then the following additional restrictions will apply:

Customer obtains no right to use, develop or otherwise exploit the product for any commercial purpose.

Commercial Buyers. If Buyer is a Commercial Entity, then the following additional restrictions will apply:

A Product sale is an Authorized Sale only if Buyer has already entered into a separate written agreement that has been executed by CSHL or Hairpin Technologies, that covers the CSHL shRNA IP Rights, and that is then currently in effect. Any delivery or transfer of Product to Customer outside of an Authorized Sale is void, conveys no implied or express right under this license and Customer will immediately return Product to **Company** for a refund.

"Commercial Entity" means any entity or organization other than a Non-Profit Entity.

"CSHL" means Cold Spring Harbor Laboratory.

"Hairpin Technologies" means Hairpin Technologies, Inc. located at 2200 Smithtown Avenue, Ronkonkoma, NY 11779, www.hairpintechnologies.com.

"Non-Profit Entity" means any college, university or governmental entity (including without limitation, governmental and quasi-governmental institutes and research laboratories), or any non-profit scientific, research or educational organization of the type described in section 501(c)(3) of the Internal Revenue Code or qualified under a state non-profit organization statute.

"Product" means a product (including, without limitation, expression vectors encoding a shRNA, the design, manufacture or use of which (in whole or in part) is the subject of the shRNA IP Rights, and is deemed to include all components, progeny, reproductions, modified versions and other derivatives thereof.

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