LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into the _____ day of _____, 2011 (the "Effective Date"), by and between the **GEORGIA TECH RESEARCH CORPORATION**, a nonprofit corporation organized and existing under the laws of the State of Georgia and having its principal offices at the Georgia Institute of Technology (hereinafter "GIT"), 505 Tenth Street, Atlanta, Georgia 30332-0415 (hereinafter "GTRC"), and **_____,** a corporation existing under the laws of the State of _____ and having its principal offices at _____ (hereinafter "Licensee").

W I T N E S S E T H

WHEREAS, GTRC has designed and developed the Technology (as defined herein); and

WHEREAS, GTRC wishes to grant and Licensee wishes to accept a license to use the Technology on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and the premises herein contained, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1. DEFINITIONS

In addition to any capitalized terms defined within this Agreement, the following definitions shall apply in this Agreement:

1.1 **"Agreement"** shall mean this Agreement, including all Exhibits attached to this Agreement.

1.2 **"Derivative Work"** shall mean a work that is based upon one or more preexisting work(s), such as a revision, abridgement, condensation, expansion, or any other form in which such preexisting work may be recast, transformed, or adapted and that, if prepared without authorization of GTRC of the preexisting work would constitute copyright infringement or other infringement of proprietary rights of the Technology.

1.3 **"Distributor"** shall mean any person or entity, other than the Licensee, which has the right to market, license, and provide maintenance support for the Products, but specifically does not have the right to make Modifications, Enhancements, or Derivative Works.

1.4 **"Enhancements"** shall mean changes or additions made to Source Code that add significant new functions or substantially improved performance of Technology by changes in system design, coding or the addition of new features or capabilities.

1.5 **"End User"** shall mean any person or entity which enters into a license agreement to use the Technology or a Product, but which such license agreement expressly prohibits such downstream user from making Modifications, Enhancements, or Derivative Works.

1.6 **"Exclusive"** shall mean GTRC shall not provide any person or entity, other than Licensee, access to Source Code for the purpose of creating and making commercially available Modifications, Enhancements, or Derivative Works; provided that the foregoing shall not be deemed to preclude GTRC from providing access to Source Code on a research and development and academic basis to GTRC's employees, students, staff, or agents for the purposes set forth in Section 2.3.

1.7 **"Improvements"** shall mean collectively GTRC Improvements (as defined in Section 2.3) and Licensee Improvements (as defined in Section 7.1).

1.8 **"Inventor(s)"** shall mean, individually and collectively, _____, who is(are) the inventor(s) and/or developer(s) of the Technology.

1.9 **"Patent(s)"** shall mean any patent applications or issued letters of patent disclosing and claiming all or any part of the Technology, including a reissued patent, a patent issuing from a provisional application, continuation application, divisional application or continuation-in-part application, and any corresponding foreign patent or patent application relating thereto.

1.10 **"Product"** shall mean any process, service, or product, the manufacture, use, or sale of which incorporates or uses any Technology and/or Patent(s).

1.11 **"Technology"** shall mean the proprietary software, including documentation, which is the subject of GTRC Software Disclosure Number ____ and U.S. Provisional Patent Application Serial No. _____, and all know-how, technology, trade secrets, technical information, and methods (hereinafter "Know-how") which relate to such proprietary software (and documentation).

1.12 **"Modification"** shall include any translation and/or change of Source Code or Object Code designed to permit the use of the Technology on hardware and/or operating systems other than for which the Technology was initially designed.

1.13 **"Net Selling Price"** of Products shall mean the gross sales received by Licensee, any Distributor, or any approved Sublicensee of the Products, less only usual trade discounts, sales tax which the seller has to pay or absorb, customs duties and transportation and insurance charges, if not included in the gross price, and any and all Federal, foreign, State or local taxes (except income tax) incurred by the seller on such Sales.

1.14 **"Object Code"** shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and useable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering, corresponding to the Technology.

1.15 **"Proprietary Information"** shall have the meaning set forth in Section 8.3.

1.16 **"Sales", "Sell,** or **"Sold"** shall mean any sale, lease, license, permission to use or other transfer of the right of possession or other conveyance by Licensee, any Distributor or any approved Sublicensee.

1.17 **"Source Code"** shall mean all human-readable computer programming code, associated procedural code, and related and supporting documentation, corresponding to the Technology.

1.18 **"Sublicensee"** shall mean any person or entity which receives from Licensee a sublicense of some or all of the rights of Licensee under this Agreement, including but not limited to the right to make Modifications, Enhancements, or Derivative Works.

1.19 **"Territory"** shall mean _____.

ARTICLE 2. GRANT OF LICENSE

2.1 Subject to Sections 2.3 and 2.4, GTRC hereby grants to Licensee an Exclusive, nontransferable, royalty-bearing license, throughout the Territory (the "License") to:

2.1.1 use or copy the Technology and/or any Product; and

2.1.2 market, sell, re-sell, and distribute the Technology and/or any Product to End Users, either by itself or through a Distributor; and

2.1.3 provide, or have provided on its behalf, support, training, and maintenance for the Technology and/or any Product; and

2.1.4 sublicense the Technology and/or any Product in accordance with Article 4 of this Agreement; and

2.1.5 prepare, or have prepared on its behalf, Modifications, Enhancements, or Derivative Works of the Technology in accordance with Article 7 of this Agreement; and

2.1.6 protect the intellectual property related to the Technology in accordance with Article 11 of this Agreement.

2.2 Licensee shall not export the Technology and/or any Product or enter into any sublicense and/or distribution agreement related to the Technology without fully and completely complying with any and all applicable United States export or munitions control regulations and laws.

2.3 Any provision of this Agreement to the contrary notwithstanding, GTRC reserves an irrevocable right to use the Technology to make, or have made, Modifications and Enhancements to, and Derivative Works of, the Technology ("GTRC Improvements"). Ownership of any and all GTRC Improvements shall reside with GTRC.

2.4 Any provision of this Agreement to the contrary notwithstanding, GTRC reserves an irrevocable, nonexclusive, royalty-free, license to make and use the Technology for educational and research and development activities practiced by GTRC and Georgia Institute of Technology ("GIT"), alone or with one or more third parties.

ARTICLE 3. CONSIDERATION FOR LICENSE

3.1 In consideration of the granting herein of the License as described in Article 2, and subject to Section 5.2 below, Licensee shall:

3.1.1 pay GTRC _____ U.S. Dollars ($__) within thirty (30) days of the Effective Date of this Agreement;

3.1.2 pay the patent costs associated with the Technology, as set forth hereunder in Section 11.1; and

3.1.3 pay royalties as set forth below in Article 5.

ARTICLE 4. SUBLICENSE

4.1 Licensee is licensed and authorized to sublicense the Technology and/or any Product to a Sublicensee for such Sublicensee's use upon written approval by GTRC and provided that any sublicense granted hereunder is personal to that Sublicensee and such sublicense cannot be assigned or transferred by Sublicensee.

4.2 Notwithstanding the foregoing, any sublicense granted pursuant to this Article 4 shall impose upon the Sublicensee conditions on the Sublicensee's use of the Technology that are consistent with conditions imposed upon Licensee by the terms and conditions of this Agreement, including but not limited to the same protection for GTRC's Proprietary Information as is set forth herein.

4.3 To the extent that any sublicense granted by Licensee requires the Sublicensee to pay Licensee a one-time lump sum license fee payment, Licensee shall promptly pay GTRC an amount equal to ____ percent (__%) of such one-time lump sum or other payment howsoever calculated, made by the Sublicensee thereunder in consideration for the grant of such sublicense to it by the Licensee.

ARTICLE 5. ROYALTIES

5.1 Subject to Section 5.3 below, Licensee shall pay GTRC royalties at the rate of ___ percent (_%) of the Net Selling Price of the Technology or any Product Sold by Licensee, any Distributor, or any Sublicensee under this Agreement.

5.2 All payments to GTRC under this Agreement shall be made in U.S. Dollars at GTRC's address for notice. Such payments shall be paid to GTRC quarterly on a calendar year basis. Payment for sales made during each quarter of each calendar year shall be made to GTRC within thirty (30) days after the last day of each quarter.

5.3 Licensee shall pay all royalties due hereunder to GTRC and GTRC shall not be required to look to any other entity for payment.

ARTICLE 6. ACCOUNTS

6.1 No later than March 1 of each calendar year after the Effective Date, Licensee shall furnish to GTRC a statement showing the total Net Selling Price received by Licensee for the Technology or any Product Sold by Licensee during the immediate preceding calendar year, and the royalties payable thereon calculated in the manner required in Article 5.

6.2 Licensee shall keep at its usual place of business, and require any Sublicensee to keep at its place of business, true and particular accounts of all matters connected with the use of the Technology and the manufacture and sale of the Technology or any Product and shall keep books of account relating to royalties payable hereunder containing complete and accurate accounts in sufficient detail as may be necessary or proper for enabling the amount of such royalties to be conveniently ascertained.

6.3 If requested in writing by GTRC, Licensee, and any Sublicensee of Licensee, shall at all reasonable times during normal business hours, and no more than once per year, produce evidence of the matters referred to in Article 6 and shall permit such evidence to be verified by an independent accountant to be selected and paid for by GTRC (provided such accountant shall execute a confidentiality agreement reasonably acceptable to Licensee). Licensee shall give such accountant all reasonably necessary facilities for verifying such evidence and shall give such information as may be reasonably necessary or proper to enable the amount of the royalties to be verified.

ARTICLE 7. MODIFICATIONS, ENHANCEMENTS, AND DERIVATIVE WORK

7.1 Should Licensee, or any employee, staff, or agent of Licensee, during the term of this Agreement prepare Modifications or Enhancements to, or Derivative Works of, the Technology, Licensee shall forthwith (or on such periodic basis as the parties may mutually agree) disclose or cause the same to be disclosed to GTRC, and such Modifications, Enhancements, or Derivative Works shall be deemed to be (i) within the License granted in Section 2.1, (ii) within the defined term "Technology" as such term is used in this Agreement, and (iii) subject to the royalty requirements set forth in Article 5. The foregoing notwithstanding, Licensee shall own all right, title, and interest in any such Modifications, Enhancements, or Derivative Works, and shall retain such ownership even if the License converts to a nonexclusive license of the Technology pursuant to Article 9. Licensee shall make available to GTRC and GIT any such Modification, Enhancement, or Derivative Work ("Licensee Improvement") it makes to the Technology and grants to GTRC and GIT an irrevocable, nonexclusive, royalty-free, nontransferable license to use the Licensee Improvements throughout the world for research and educational purposes only.

7.2 If GTRC makes any GTRC Improvement to the Technology, whether patentable or not, and subject to the pre-existing rights of any third party, GTRC shall forthwith disclose or cause the same to be disclosed to Licensee and such GTRC Improvement shall be deemed to be included in the term "Technology" and to be included in this Agreement and be subject to the terms hereof.

ARTICLE 8. CONFIDENTIALITY

8.1 Licensee agrees with respect to GTRC that it shall: (a) not disclose Proprietary Information, in whole or in part, to third parties, except where such disclosure is made (i) as may be required by law or regulation or a court or regulatory authority, (ii) with the prior written consent of the non-disclosing party, (iii) for the proper performance of its obligations under this Agreement.

8.2 To protect Proprietary Information, Licensee shall adopt security measures commonly observed in industries that rely on similar such Proprietary Information. These measures shall include, but not be limited to, restricted access to such Proprietary Information, marking such Proprietary Information, and the selective destruction of such Proprietary Information. Upon termination of this Agreement, Licensee shall return to GTRC any Proprietary Information that has not previously been destroyed.

8.3 For purposes of this Agreement, "Proprietary Information" includes: all non-public information whether tangible or intangible related to the services or business of GTRC that (a) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; or (b) is the subject of efforts by GTRC that are reasonable under the circumstances to maintain its secrecy, which might include, (i) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential nature or (ii) identifying any oral communication as confidential or secret immediately before, during, or after such oral communication. Proprietary Information includes, without regard to form, including, but not limited to, technical data, formulas, patterns, designs, compilations, computer programs and software (including the Technology), devices, inventions, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers and suppliers which are not commonly known by or available to the public, research, development, and existing and future products.

8.4 Proprietary Information does not include information which:

(a) is published or is otherwise in the public domain through no fault of the Licensee; or

(b) prior to disclosure hereunder, can be demonstrated by Licensee to have been in its possession prior to receipt under this Agreement; or

(c) is properly obtained by Licensee without restriction from a third party; or

(d) is independently developed by or for Licensee without reliance, direct or indirect, on such information.

ARTICLE 9. INITIAL DEVELOPMENT AND FULL USE

9.1 As soon as reasonably practicable after the Effective Date, Licensee shall take all reasonable steps to meet the requirements of the market for the Technology by developing, marketing and offering for Sale Products in sufficient quantities to meet a reasonable commercial demand. Licensee agrees to meet the milestones set forth in Appendix A attached hereto and incorporated herein by this reference ("Milestones"), and shall notify GTRC in writing that it has met each of such Milestones within thirty (30) days of each such event.

9.2 In the event that Licensee fails to timely meet the Milestones in Appendix A, Licensee shall provide GTRC with a written report outlining the efforts undertaken thus far and the steps Licensee will take to meet the unsatisfied Milestone, which shall also include an adjustment in the time required to meet such Milestone ("Time Adjustment Proposal"). Such report shall be submitted to GTRC for consideration within thirty (30) days after the failure to meet the Milestone. If Licensee fails to supply the report, GTRC reasonably declines to accept the Time Adjustment Proposal, or if Licensee fails to meet the new deadlines set in the Time Adjustment Proposal approved by GTRC, GTRC shall have the option in its sole discretion to terminate this Agreement pursuant to Article 20 or to allow this Agreement to continue in full force and effect.

9.3 Before and until Licensee completes its first Sale of any Product and notifies GTRC of same, Licensee shall provide written semi-annual reports not later than March 1 and September 1 of each calendar year detailing the progress made to bring the Technology to market, including without limitation, details of the following, when applicable: the stage of development of all Products, including any Milestones met; date of first commercial Sale or use of a Product; any sublicensing activities, sublicensing payments received, and whether any of such sublicenses were granted to small business concerns as defined by the Small Business Administration. Further, in addition to the information above, each March 1 report shall include evidence of insurance as required pursuant to Paragraph 17.1.

ARTICLE 10. CONSULTING

10.1 Any use of GIT personnel as consultants shall be on a non-interfering basis with normal GIT activities in accordance with the Georgia Institute of Technology Conflict of Interest Policy as may be amended from time to time. Licensee shall make independent arrangements with GIT to assure noninterference. Compensation and travel reimbursement are to be paid directly to consultants by Licensee. The relationship between Licensee and its consultants, including any GIT personnel, shall be outside the scope of this Agreement, except that such consulting agreements shall not under any circumstances grant Licensee rights to any GIT/GTRC intellectual property, or violate any employment agreement with GIT.

ARTICLE 11. PROTECTION OF INTELLECTUAL PROPERTY

11.1 As of the Effective Date, and subject to appropriate conflict of interest waivers, Licensee, in consultation with GTRC, shall prepare, file, prosecute ,and directly pay for any and all patent

applications, trademark registrations or copyright registrations, domestic and, when applicable, foreign applications claiming the Technology (collectively "Intellectual Property Protection"), in GTRC's name, which Licensee in consultation with GTRC shall determine are necessary to protect the Technology licensed hereunder. Licensee will provide GTRC with copies of all applications, correspondence to and from the patent office, and copy GTRC on all draft patent applications and communications prepared in response to patent office communications no later than twenty (20) days from the date of any deadline. Any advice and suggestions made by GTRC shall not be rejected unreasonably.

11.2 If future Intellectual Property Protection is obtained, Licensee shall cooperate with GTRC in enforcing or policing such protection as provided in Article 12 and by taking all reasonably appropriate measures, including without limitation, marking Proprietary Information as required and taking other reasonable measures as mutually agreed to by GTRC and Licensee.

11.3 If, at any time during the term of this Agreement, Licensee elects to abandon its right in any Intellectual Property Protection or Intellectual Property Rights, it shall notify GTRC of that decision at least three (3) months prior to any deadline for filing any response or taking any other action necessary to maintain any such Intellectual Property Protection or Intellectual Property Rights. Thereafter, GTRC shall have the right and option to take over the sole and exclusive responsibility for the prosecution of any such Intellectual Property Protection and/or the maintenance of any such Intellectual Property Right solely at GTRC's expense. In such an event, Licensee shall immediately forfeit all of its rights granted under this Agreement, in and to the Intellectual Property Protection or Intellectual Property Right abandoned in the jurisdiction abandoned, and such rights shall immediately revert to GTRC. No action taken by GTRC or election by Licensee not to act under this Paragraph 11.3 shall relieve Licensee of any obligations owed by Licensee to GTRC that arose prior to the date of GTRC's action hereunder or Licensee's election not to act.

11.4 Should this Agreement terminate for any reason, Licensee materially breach this Agreement, or should Licensee abandon any Intellectual Property Protection or Intellectual Property Rights under Section 11.3, Licensee shall immediately effect transfer of the prosecution files related to the Intellectual Property Protection or Intellectual Property Rights to counsel of GTRC's choosing.

ARTICLE 12. NOTICE OF INFRINGEMENT AND ENFORCEMENT OF RIGHTS

12.1 Each party shall notify the other party of any known or alleged infringement or other unauthorized use of GTRC's Proprietary Information, and/or copyrights or trademarks pertaining to Technology (hereinafter "Intellectual Property Rights") licensed hereunder. If either Licensee or GTRC decides to pursue enforcement of GTRC's Intellectual Property Rights, such party shall notify the other party.

12.2 If Licensee and GTRC agree to jointly pursue enforcement of GTRC's Intellectual Property Rights, the parties shall share equally all costs, fees and/or expenses incurred in connection with enforcement of GTRC's Intellectual Property Rights, provided that, unless GTRC otherwise agrees in its sole discretion, GTRC will not be obligated to pay for such costs, fees, and expenses that exceed the amount of royalties paid to GTRC by Licensee hereunder. Any payments or recoveries accruing from such action to enforce GTRC's Intellectual Property Rights shall be paid to Licensee and GTRC in proportion to the parties' respective contributions to all costs, fees, and/or expenses incurred in such action; provided that any payments or recoveries attributed to lost sales shall be considered Net Sales for purposes of calculating royalties.

12.3 If either party shall determine that it does not choose to pursue enforcement of GTRC's Intellectual Property Rights, then such party shall promptly notify the other party of such decision. The

party choosing to pursue enforcement of GTRC's Intellectual Property Rights may then proceed with such enforcement action solely at its own expense and any and all payments and recoveries shall be awarded solely and exclusively to that party; provided that any payments of recoveries attributed to lost sales shall be considered Net Sales for purposes of calculating royalties. It is GTRC's intention that Licensee be able to prosecute an alleged infringer without including GTRC as a party to the litigation, should GTRC choose at its discretion not to be a party itself to the litigation, and as such herein grants to Licensee the rights to the Intellectual Property Rights to sue an alleged infringer alone.

12.4 If either party chooses to enforce its Intellectual Property Rights and the other party chooses to not participate in such enforcement action, each party agrees, nevertheless, to reasonably cooperate in the prosecution of such action by making available to the other party records, information, evidence and testimony by employees, contractors, advisors and agents relevant to the enforcement of the Intellectual Property Rights at the prosecuting party's sole expense.

ARTICLE 13. INDEMNIFICATION

13.1 Licensee hereby indemnifies and holds harmless GTRC, GIT, and the Board of Regents of the University System of Georgia, and their employees, officers, board members and agents (hereinafter "Indemnitees") from and against all claims, suits, liabilities, damages, costs, fees, expenses or losses arising out of or resulting from Licensee's performance of this Agreement, including but not limited to any third party claims against Indemnitees for patent, copyright, and/or trademark infringement and/or patent interference, and any damages, losses or liabilities whatsoever with respect to death or injury to any person and damage to any property arising from the possession, use or operation of Products produced or sold by Licensee, Distributors or its Sublicensees or their customers in any manner whatsoever.

ARTICLE 14. DISCLAIMER, WARRANTY AND LIMITATION OF LIABILITY

14.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, GTRC DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE TECHNOLOGY, INCLUDING ITS CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

14.2 In no event shall GTRC be liable for any use by Licensee of the Technology or any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with Licensee's performance under this Agreement.

14.3 Notwithstanding anything to the contrary in this Agreement, in no event shall GTRC be liable for any use, misuse or misrepresentation by third parties obtaining and/or using the Technology and/or the Freeware provided by GTRC. Furthermore, in no event shall GTRC be liable for any loss, claim, damage or liability, of whatsoever kind or nature, incurred by Licensee which may arise from or in connection with third party use of the Technology and/or the Freeware provided by GTRC in accordance with the foregoing.

ARTICLE 15. REPRESENTATIONS

15.1 GTRC represents to its actual knowledge that it has the right, power and authority to enter into this Agreement and to grant the licenses as provided in Paragraph 2.1.

15.2 GTRC represents that it has no actual knowledge, at the Effective Date, that the Technology infringes any U.S. or foreign patent or copyright rights owned or controlled by any third party. Although GTRC may have searched and reviewed certain prior art in its determination of whether or not to apply for a Patent, it has neither searched nor reviewed prior art to determine the patentability of the Technology, nor freedom to practice the Technology. Upon written request from Licensee, GTRC will share the results of any such prior art searches (if performed) with Licensee. Licensee understands, agrees and acknowledges that it is Licensee's sole responsibility to perform its own prior art search(es), determination(s) of patentability and freedom to practice of the Technology.

15.3 GTRC represents that it has no actual knowledge, at the time of execution of this Agreement, that any third party would infringe any patent claims of the Invention, now pending.

15.4 Licensee represents and warrants that it currently has insurance that covers all contractually assumed liabilities, including any liabilities assumed under this Agreement.

15.5 Licensee represents and warrants that any Products made or Sold pursuant to this Agreement shall comply with all applicable federal and state law regulations, including but not limited to regulations of the FDA or the Environmental Protection Agency and/or their state equivalents.

15.6 Licensee acknowledges and agrees that the representations made in this Article 15 by GTRC may rely, at least in part, on information provided to it by one or more employees, agents, founders or representatives of Licensee. Licensee acknowledges and agrees that it is Licensee's sole responsibility to verify the information provided by such employees, agents, founder, or representatives, or information that relied upon information provided by such employees, agents, founders or representatives.

ARTICLE 16. TRADEMARK

16.1 Except for the purposes of identifying the Technology, no right, title, interest or license to any trademark or service mark, is granted to Licensee.

ARTICLE 17. INSURANCE

17.1 Upon the Effective Date and thereafter during the reminder of the term of this Agreement, Licensee shall maintain in full force and effect the appropriate liability insurance in an amount customary for entities selling or licensing technology similar to the Technology and shall provide evidence to GTRC of such policy upon GTRC's request which shall not be more than once a calendar year.

ARTICLE 18. RELATIONSHIP BETWEEN GTRC AND LICENSEE

18.1 GTRC and Licensee are and shall remain independent contractors and nothing herein shall create a partnership or joint venture between GTRC and Licensee.

ARTICLE 19. MARKINGS

19.1 Licensee shall, at its own cost, suitably mark or cause to be marked all containers and packages of any Product Sold pursuant to this Agreement and shall fix or cause to be fixed on some conspicuous part of every such Product where appropriate, a stamped plate or other method of marking containing the relevant U.S. Patent Number or Patent Pending, whichever is appropriate.

ARTICLE 20. ADVERTISING, PUBLICITY AND PUBLICATIONS

20.1 Except as otherwise provided herein, Licensee shall not use the names of Georgia Tech Research Corporation, the Georgia Institute of Technology, Georgia Tech, the Georgia Tech Foundation or any of their respective affiliates or divisions in any advertisement or sales materials without the prior written consent of GTRC.

20.2 In any publication (including advertisements, sales and trade literature and instruction manuals) relating to the Technology pursuant to this Agreement, Licensee shall, where practical, give due credit to GTRC, as owner and licensor of the Technology.

20.3 GTRC and the Inventors shall have the right to publish papers and other scholarly materials on the Technology in the appropriate literature. Such publication shall in no event disclose Proprietary Information of Licensee. GTRC and GIT may catalog and place such publications in the GIT library. Licensee shall have the right to review materials related to the Technology prior to publication and require changes for purposes of protecting such Information.

ARTICLE 21. TERM AND TERMINATION

21.1 This Agreement shall commence on the Effective Date of this Agreement and shall continue for a period of__ years; ***provided, however***, that with respect to any Patent, this Agreement shall expire with respect thereto upon the expiration of the patent. Notwithstanding the foregoing, the obligations of the parties under Articles 5, 6, 8, 13, 14, 21, 25, and 26 shall survive any termination of this Agreement.

21.2 In the event of the breach of a material obligation hereunder by either party, except as provided in Paragraph 21.5, the non-breaching party shall inform the alleged breaching party of said breach in writing. The alleged breaching party shall have thirty (30) days from the date of said notification during which time to cure the breach. In the event the alleged breaching party does not cure the breach within thirty (30) days, the non-breaching party may terminate the Agreement upon written notification to the alleged breaching party.

21.3 Licensee shall, within ten (10) days of expiration or termination of this Agreement for any reason, destroy or deliver to GTRC all written documentation in the possession of Licensee which contains Proprietary Information pertaining to the Technology. Licensee shall also certify in writing that all documentation in its possession containing GTRC Proprietary Information has been delivered to GTRC or has been destroyed.

21.4 In the event that Licensee becomes bankrupt or insolvent and/or if the business of Licensee is placed in the hands of a receiver, assignee or trustee for the benefit of creditors, whether by the voluntary act of Licensee or otherwise, then (i) Licensee shall immediately notify GTRC, (ii) the licenses granted under this Agreement shall automatically become non-exclusive effective immediately upon the giving of such notice, and (iii) GTRC shall have the right to terminate this Agreement and the licenses granted hereunder by giving written notice to Licensee. If this Agreement is terminated by GTRC, termination shall be effective immediately upon GTRC's giving written notice to Licensee.

21.5 In the event that Licensee fails to pay GTRC any amounts due within sixty (60) days of the due date under Articles 3, 4, 5, or 11 above, GTRC shall have the right, in its sole discretion, to terminate this Agreement and the licenses granted hereunder immediately upon giving written notice to Licensee. Any such action shall not release Licensee from any obligations of Licensee to GTRC which arose or accrued prior to the date such action is taken.

21.6 In the event that Licensee desires to challenge, directly or indirectly, or cause to be challenged, the validity or enforceability of any Patent licensed hereunder, Licensee shall provide GTRC with written notice no later than ninety (90) days prior to such challenge, such notice to include a description of the basis of the challenge. Should Licensee fail to provide such notice, or pursues the challenge of validity after ninety (90) days of providing such notice, GTRC may immediately terminate this Agreement and the licenses and rights granted hereunder.

ARTICLE 22. NOTICES

22.1 All notices required or permitted under this Agreement shall be in writing and shall be delivered personally, by courier, by facsimile transmission (the receipt of which is acknowledged by the recipient) or sent by certified registered mail to Licensee or GTRC at the addresses set forth below:

GTRC:

GEORGIA TECH RESEARCH CORPORATION
505 Tenth Street
Georgia Institute of Technology
Atlanta, Georgia 30332-0415
Attn: Director, Technology Licensing

LICENSEE:

ARTICLE 23. WAIVER

23.1 Waiver by either party of any term or provision of this Agreement shall not constitute a continuing waiver thereof nor of any further or additional rights such party may hold under this Agreement.

ARTICLE 24. SEVERABILITY

24.1 If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

ARTICLE 25. GOVERNING LAW

25.1 This Agreement shall be construed in accordance with the substantive laws of the State of Georgia, U.S.A. (without giving effect to any provisions thereof concerning choice of law).

ARTICLE 26. ENTIRE AGREEMENT

26.1 This Agreement is the complete and exclusive statement between the parties relating to the subject matter hereof, and supersedes all prior understandings, communications, or representations, either oral or written, between the parties. This Agreement may not be modified or altered except by a written instrument duly executed by Licensee and GTRC.

ARTICLE 27. CUMULATIVE RIGHTS

27.1 Unless expressly stated to the contrary elsewhere in this Agreement, all rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative and not restrictive of those given by law.

ARTICLE 28. SECTION HEADINGS

28.1 Section headings have been inserted herein for convenience of reference only and shall in no way modify or restrict any of the terms or provisions of this Agreement.

ARTICLE 29. ASSIGNMENT

29.1 The licenses and rights granted to Licensee are personal to Licensee and may not be transferred or assigned by Licensee without the written consent of GTRC, provided, however, that no such consent shall be required for any transfer of this Agreement and the License granted in Section 2.1 in connection with the sale of substantially all of the business of the Licensee or the assets or the product line using the Technology. It is expressly understood by the parties that this Agreement may be assigned to the GIT or the Board of Regents of the University System of the State of Georgia. Except as otherwise agreed herein, this Agreement may not be assigned by either party without the prior written consent of the other.

ARTICLE 30. SUCCESSORS AND ASSIGNS

30.1 This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but nothing contained herein shall be deemed to permit assignment by either party except as otherwise permitted in this Agreement.

ARTICLE 31. INTERPRETATION

31.1 In the interpretation of this Agreement, words importing the singular or plural number shall be deemed to import the plural and singular number respectively, words denoting gender shall include all genders and references to persons shall include corporations or other bodies and vice versa.

ARTICLE 32. FORCE MAJEURE

32.1 Neither party shall be held in breach of this Agreement because of acts or omissions caused by any act of God or other cause beyond the control of the parties, including, but not limited to, fire, floods, labor disputes, or other unforeseen circumstances.

ARTICLE 33. COUNTERPARTS

33.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have set their hands and seals and duly executed this Agreement effective as of the date first above written.

GEORGIA TECH RESEARCH CORPORATION

By:_____

Typed Name:_____

Title:_____

Date:_____

By:_____

Typed Name:_____

Title:_____

Date:_____

COMPANY

By:_____

Typed Name:_____

Title:_____

Date:_____

APPENDIX A
MILESTONES