



LICENSING FORM FOR NON-EXCLUSIVE RESEARCH LICENSE NOT-FOR-PROFIT ORGANISATIONS

General information	
Licensee contact details	Name Organization: Name contact person:
Invoice address	Dept: Address: City: Zip Code / Country: PO#: VAT#:
Starting date of license	
Territory (country of origin)	
License Fee:	7.500 EUR , excluding VAT
Patent numbers	<i>(to be filled in by KG based on territory)</i>
Note	By signing this document, Licensee has agreed to have read and fully understood the KeyGene General Licensing Terms and Conditions which are part of this Licensing Form and attached as Annex A. Licensee agrees to be bound by the KeyGene General Licensing Terms and Conditions.
Signature	
For licensee Name organization Signature: Name: Date:	For Keygene N.V. Signature: Name: Date:



Annex A. General Terms and Conditions non-exclusive research license

Article 1 Definitions

“**Agreement**” shall mean the Licensing Form and the General Licensing Terms and Conditions.

“**Effective Date**” shall mean the date on which the full Licensee Fee has been received by KeyGene on its bank account.

“**General Licensing Terms and Conditions**” shall mean these general terms and conditions for a non-exclusive research license.

“**License**” shall have the meaning as defined under Article 3.1.

“**Licensee**” shall mean the not-for-profit legal entity, indicated as such on the Licensing Form that duly signed the Licensing Form through its authorized representative.

“**License Fee**” shall mean the price as stated on the Licensing Form.

“**Licensing Form**” shall mean the document indicated as the “Licensing Form” comprising the characteristics of the Agreement, including but not limited to 1) general information on the Licensee, 2) the Territory, 3) the License Fee and 4) the Patents.

“**Patents**” shall mean the patents and patent applications as indicated on the Licensing Form.

“**Research Purposes**” shall mean the use and application for internal, not-for-profit research projects of the Licensee only. Research Use explicitly excludes any use or application of the Patents for any commercial purpose either for Licensee itself or for the benefit of any third party.

Article 2 Closing of the Agreement

2.1 The prospective Licensee for a License Agreement indicates its interest to obtain a non-exclusive license for Research Purposes to KeyGene through sending a duly signed Licensing Form to KeyGene. Upon receipt of the Licensing Form, KeyGene shall decide, at its own discretion, as soon as reasonably possible whether KeyGene accepts the offer of the prospective Licensee. If KeyGene accepts the offer of prospective Licensee, KeyGene shall send a countersigned Licensing Form to Licensee together with the invoice as stipulated under Article 4.2.

2.2 If and when the full amount of the License Fee is received by KeyGene on its bank account, the License shall come into effect.

Article 3 Scope of the License

3.1 During the term of this Agreement and subject to the terms and conditions set forth herein, KeyGene grants Licensee who hereby accepts to receive, a non-transferable, non-exclusive, license to use and apply the Patents in the Territory for internal Research Purposes only. The License is granted without the right to sublicense or sub-contract to others the right to use, make, sell, offer to sell or import any services or products that fall within the scope of the Patents.

3.2 The Agreement does not constitute a transfer of any knowledge, protocols or other technology of KeyGene.

Article 4 Financials

4.1 As compensation for the grant of the License, Licensee shall pay the non-refundable, one-time License Fee. The License Fee is exclusive of value added tax and excise or sales taxes or levies, and Licensee shall be fully responsible for such taxes and levies.

4.2 Upon receipt of the duly signed Licensing Form of Licensee, KeyGene shall send an invoice with the License Fee to Licensee.

4.3 Licensee shall pay the License Fee ultimately within 30 days after the date of the invoice stating the License Fee.

Article 5 Intellectual Property Rights

5.1 Licensee shall not acquire any ownership rights in the Patents. Licensee shall not be entitled to file patent applications or to acquire any other intellectual property right in respect of the Patents, or any part thereof, or to allow any third party to do so.

5.2 Nothing in the Agreement shall be construed as the grant of a right or license under any technology, information, patents or patent applications of KeyGene other than the Patents.

5.3 If at any time Licensee becomes aware of any facts or information indicating that any third party is or may be infringing a licensed Patent, Licensee shall use its reasonable efforts to promptly inform KeyGene of such facts and information. Licensee shall not have any right or authority to institute any legal action against third parties under the Patents on account of any such infringement.

5.4 KeyGene shall not be obligated to enforce its rights in case of infringement and shall, if it enforces its rights, have the right to dismiss or settle at any time any suit and shall be entitled to all of any amounts awarded.

Article 6 Limitation of liability

6.1 The Patents licensed to Licensee are licensed “AS IS”. KeyGene makes no representations and extends no warranties of any kind, either express or implied and assumes no responsibility whatsoever with respect to:

- a) Any use of the Patents being free from infringement of any patent, plant breeder’s right, copyright, trademark or other proprietary rights of any third party; and
- b) The performance, merchantability or fitness for any particular purpose of the Patents or any of the methods, products or technologies falling under the scope of the Patents.

6.2 To the maximum extent permitted by the laws of The Netherlands, in no event shall KeyGene, its shareholders, officers, directors, representatives, agents and attorneys be liable for any direct, indirect, special, incidental or consequential damages whatsoever (including, but not limited to damages for interruption of research projects, loss of profits or information, or any other pecuniary loss) arising out of or in connection with the interpretation, use, inability to use and/or application of the Patents by Licensee.

Article 7 Indemnification

7.1 Licensee agrees to indemnify, defend and hold harmless KeyGene, its shareholders, officers, directors, representatives, agents and attorneys from and against, for and in respect of any and all damages (including third party claims) (of any kind or nature), losses, obligations, liabilities (including, without limitation, patent infringement and product liability), claims, actions or courses of action, encumbrances, costs and expenses, (including, without limitation, reasonable attorney’s fees), suffered, sustained, incurred or required to be paid by KeyGene, its shareholders, officers, directors, representatives, agents and attorneys arising out of any theory of liability (including without limitation actions in the form of tort, warranty, or strict liability and regardless of whether such actions have any factual basis), based upon, or in connection with: (i) the exercise of any and all of the rights and license granted hereunder by KeyGene to Licensee; (ii) Licensee’s breach or purported breach of any provision of this Agreement; and (iii) infringement or purported infringement of any intellectual property rights of any third party in connection with Licensee’s interpretation, use or application of the Patents.

Article 8 Publications

8.1 Any publication by Licensee including papers describing research conducted by making use of any of the methods, technologies or products that fall under the scope of the Patents shall make proper reference to the Patents of KeyGene as follows: “KeyGene N.V. owns patents and patent applications protecting its Sequence Based Genotyping technologies”.

8.2 KeyGene may publish a reference to the name of the Licensee on its website or in any other way as it sees fit in relation to the license under the Patents provided to Licensee unless Licensee explicitly indicates in writing that it does not permit such publication.

Article 9 Term and Termination

9.1 This Agreement shall come into effect on the Effective Date and shall remain valid until the last to expire Patent, unless terminated earlier in accordance with the remainder of this Agreement.

9.2 Licensee may terminate the Agreement at any time by giving written notice to KeyGene.

9.3 KeyGene may terminate the Agreement with immediate effect, without judicial intervention, by giving written notice to Licensee, if

- a) Licensee has breached one or more of its obligations under this Agreement and such breach is either not capable of being remedied or, if capable of being remedied, not remedied within 30 days after the breaching Party has received written notification requesting such breach to be remedied; or
- b) Licensee is declared bankrupt or a petition for the bankruptcy or suspension of debt of this Party is filed or if this Party passes a resolution or a court makes an order for its winding up (otherwise by way of solvent liquidation where the emergent company assumes its obligations); or
- c) Licensee changes its objective into a “for-profit” entity and/or acts as a “for-profit” entity and/or provides services to other entities;

Article 10 Consequences of termination

10.1 In the event the Agreement is terminated for whatever reason, the following shall apply:

- a) Licensee shall immediately cease and continue to cease the exercise of the methods and/or the use of any technology and/or products that fall within the gist such as for instance defined in the claims of the Patents; and
- b) KeyGene shall delete reference of the Licensee from its list of licensees on the website.

Article 11 Assignment

11.1 Neither this Agreement nor any interest herein may be assigned, licensed or transferred in any way, in whole or in part, by Licensee without prior written consent of KeyGene.

Article 12 Severability

12.1 Should any part or provision of the Agreement be held invalid, unenforceable or in conflict with the law of any jurisdiction, the validity and enforceability of the remaining parts or provisions shall not be affected by such holding.

Article 13 Applicable law and dispute resolution

13.1 These Licensing Terms and Conditions and the Agreement to which they apply shall be governed and construed in accordance with the laws of The Netherlands.

13.2 Any dispute arising from or in connection with the Agreement, and which cannot be solved in an amicable way, will be exclusively submitted to the competent Dutch Court in The Hague, the Netherlands.