

## BIZINT SMART CHARTS LICENSE AGREEMENT

**BizInt Smart Charts for Drug Pipelines**  
**BizInt Smart Charts for Patents**  
**BizInt Smart Charts Viewer**  
**BizInt Smart Charts for Clinical Trials (added 1 Sept 2015)**  
**BizInt Smart Charts Drug Development Suite (added 1 Sept 2015)**

*Company address changed in section 14 (1 August 2016)*

This license agreement ("Agreement") is between you and BizInt Solutions, Inc. ("Provider"), for the computer software and any corrections, bug fixes, enhancements, updates or other modifications (including custom modifications thereto) and any associated media, printed materials, and online or electronic documentation (collectively, the "Software"), to the extent identified in a written quote issued by Provider and accepted by you ("Quote"). By installing, copying, or otherwise using the Software, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or use the Software. If Customer has signed a BizInt Smart Charts License Agreement as a "Customer", then that agreement will apply and govern in lieu of this Agreement for the applicable Software. The terms "you" or "Customer" shall mean the person or entity designated as such on the applicable Quote and any corporation, firm, partnership or other entity which directly or indirectly controls, is controlled by or under common control with such entity ("Affiliates").

### 1. Definitions:

- (a) "Annual License fees" shall mean the subscription license fees payable for a License Term, as specified as such in the Quote or otherwise designated by Provider.
- (b) "Evaluation License" shall mean a time-limited Named User license granted free-of-charge by Provider and designated as "evaluation" or "trial."
- (c) "Licensed Site(s)" shall mean the geography or specific Customer locations, as specified as such in the Quote or otherwise designated by Provider.
- (d) "License Term" shall mean the period during which Customer is authorized to use the Software, as specified as such in the Quote or otherwise designated by Provider.
- (e) "Named User" shall mean one individual named user who is authorized to use the Software, as specified at the time of acceptance of a Quote or otherwise by Provider and Customer.
- (f) "Named User license" shall mean the ability for one Named User to execute and use the Software exclusively on behalf of Customer.

### 2. Grant of License: Subject to payment of the applicable Annual License Fees set forth in a Quote, Provider grants Customer a non-exclusive, non-sublicensable, time-limited right and license to install and use the Software during the License Term. Your license rights are determined by your type of applicable license as described in a Quote and the following:

- (a) **Named User License (Single user or multi-user):** The Software may be used by the Named Users based at the Licensed Site(s). Named Users must be Customer's employees and authorized contractors based at the Licensed Site(s). Customer may transfer a Named User license from a named individual to a new named individual during the License Term if approved in writing by Provider. Customer will ensure that the Software is removed from the computers of any unlicensed former Named Users.
- (b) **Site License (Site, Regional, Global, Partner):** To the extent Customer has acquired a "Site License" pursuant to a Quote (or otherwise designated by Provider with respect to partner licenses), Software may be installed and used by any of Customer's employees and authorized contractors based at the Licensed Site(s).
- (c) **Evaluation/Trial License:** If an individual downloads an Evaluation/Trial copy of the Software, the Software may be used by that individual during the Evaluation/Trial License Term, as designated by Provider during the download process or as otherwise agreed to in writing by the Provider. Individuals are limited to a single

Evaluation License Term, except as otherwise agreed in writing by the Provider. A licensed user may use the Software on a primary computer and on a laptop or home computer in accordance with this Agreement.

A licensed user may install and use the Software on a primary computer and such user's laptop or home computer in accordance with this Agreement, but exclusively for use on behalf of Customer.

- 3. Annual License Fees:** In consideration for the license granted by Provider under this Agreement, Customer shall pay Provider the Annual License fee as set forth in the applicable Quote or otherwise quoted to Customer in writing. Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, excise, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement (excepting Provider's corporate franchise and net income taxes).
- 4. Ownership:** Customer and Provider agree that, as between the Parties, Provider and its licensors own all intellectual property and proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by Provider, Customer or any third party. Except for the limited license expressly granted herein, this Agreement does not grant Customer any rights to intellectual property rights in or to the Software. Any suggested modifications or improvements to the Software submitted to Provider by Customer become Provider's exclusive property to exploit or to not exploit as Provider solely deems appropriate without necessity for remuneration or attribution to Customer.
- 5. IP Infringement:** Subject to Section 12, and except with respect to Evaluation Licenses, Provider will defend Customer from any claim brought against Customer, and pay any amounts awarded in settlement or agreed to by Provider in settlement for any claim, that is based on an allegation that the Software infringes any issued and valid patent or copyright, or misappropriates any trade secret of any third party. Provider shall have no liability or obligation hereunder for any infringement based on or resulting from (a) the combination or use of the Software with other programs, components or products to the extent arising from the combination or use, if the infringement would not have occurred but for the combination; (b) any modification of the Software by anyone other than Provider or a party acting on its behalf; (c) the use of other than the most recent version of the Software if the infringement or claim would have been avoided by use of the most recent version; or (d) use of the Software in any way not contemplated under this Agreement. CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND PROVIDER'S SOLE AND EXCLUSIVE LIABILITIES FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS ARE SET FORTH IN THIS SECTION.
- 6. Other Restrictions:** Customer may not rent, lease, sell, or otherwise assign or transfer the Software or any rights under this License. Customer will not modify, prepare any derivative works from, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software or attempt to extend the expiration date of the Software beyond the License Term. Customer may make copies of the Software's computer program pursuant to Section 2 and otherwise only to the extent necessary for archival and disaster recovery purposes. Customer shall have no other rights to copy, in whole or in part, the Software. Use of the Software in conjunction with any On-Line Database Host ("Host") or Information Publisher is subject to any and all terms of any applicable license between the Host/Information Publisher and Customer, including copyright and data redistribution restrictions. Nothing in this Agreement authorizes Customer to make any use of the Software that is inconsistent with or not permitted by Customer's license from the Host/Information Publisher.
- 7. Upgrades and Support Services:** Subject to payment of the applicable Annual License fees, during the License Term you may download and use any bug fixes, corrections and upgrades to the Software made generally available by Provider, and receive support services, as described at [www.bizcharts.com/support](http://www.bizcharts.com/support).
- 8. License Term Renewal; Termination:**
  - (a) **Renewal:** The License Term will be renewed automatically for successive annual periods upon payment of the Annual License fees, as set forth in a Quote. Customer may terminate this Agreement without penalty by declining to pay the invoiced Annual License fee at renewal time. If Customer fails to pay the applicable Annual License fee within ninety (90) days after the commencement of a License Term renewal, the License

Term automatically terminates.

- (b) **Termination:** Provider or Customer shall have the option to terminate this Agreement: (i) upon sixty (60) days prior written notice to the other at any time for any reason; (ii) immediately upon written notice to the other as to any Evaluation Licenses; (iii) in the event the other party breaches any provision of this Agreement and fails to cure within ten (10) days after written notice specifying such breach; or (iv) in the event the other party terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute, becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or has wound up or liquidated, voluntarily or otherwise.
- (c) **Effect of Termination:** Within ninety (90) days after termination of this Agreement or expiration of the License Term, Customer shall return delete or destroy all copies of the Software and discontinue all use of the Software. Sections 1, 3, 4, 6, 8, and 10-15 shall survive the termination or expiration of this Agreement.

- 9. **Transfer or Assignment:** Customer may not transfer or assign this Agreement or any rights hereunder without the prior written consent of Provider, except that Customer may transfer this Agreement to an Affiliate or to a successor in interest to its business by reason of any sale of assets, merger, acquisition, restructuring operation, or similar transaction, provided that the assignee is subject to the terms and obligations provided in this Agreement.
- 10. **Confidentiality:** The existence and terms of this Agreement, including any Quote, are not confidential. Customer and Provider agree that all other information exchanged under this Agreement will be non-confidential, except as described below. In the event that Customer or Provider find it necessary to disclose other confidential information, such disclosure will be made under a separate written confidentiality agreement.

From time to time, Customer may provide search results and files created with the Software ("Confidential Information") to Provider for troubleshooting and support. Provider will: (a) limit disclosure of such Confidential Information to its employees, agents and representatives (collectively "Representatives") who have a need to know such Confidential Information; (b) advise its Representatives of the proprietary nature of the Confidential Information and require such Representatives to keep the Confidential Information confidential; (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as required by operation of law or otherwise provided for herein).

**11. Limited Warranty:**

Except with respect to Evaluation Licenses, Provider warrants that the Software will perform substantially in accordance with the Provider's generally published documentation for a period of ninety (90) days from the date of receipt. Any implied warranties on the Software are limited to ninety (90) days. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. Provider's entire liability and your exclusive remedy for breach of the foregoing shall be for Provider to use commercially reasonable efforts to promptly repair or replace the Software that does not meet Provider's Limited Warranty. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND THE DOCUMENTATION. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS.

- 12. **Limitations of Liability:** IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. Provider's total, aggregate liability under this Agreement shall in no circumstance exceed the total amount of Annual License fees actually paid by Customer to Provider hereunder for the twelve (12) months immediately prior to the event, act or omission giving rise to such claim.

- 13. **Changes to Agreement:** In addition, Provider reserves the right to change the terms and conditions of this Agreement at any time and all such changes shall be effective thirty (30) days after published by Provider;

however, if any such changes have a material adverse effect on Customer's use of or access to the Software, Customer may terminate this agreement so long as it has given Provider written notice of its intent to do so within such 30-day period and a reasonable opportunity for Provider to address Customer's concerns or withdraw the changes. In the event that the Agreement is terminated in such manner, Customer shall receive a pro-rated refund of any prepaid fees for periods after the termination date.

- 14. U.S. Government Restricted Rights:** If Customer is an agency or instrumentality of the United States Government, the Software and related documentation are "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Software and related documentation are governed by the terms of this Agreement. Contractor/manufacturer is BizInt Solutions, Inc., 600 First Avenue, Seattle WA and its licensors.
- 15. Miscellaneous:** This Agreement is governed by the laws of the State of California, United States of America. This Agreement will be binding upon and inure to the benefit of each of the parties and their respective permitted legal successors. Neither party will be in default if its performance is delayed or becomes impossible or impractical by reason of any cause beyond such party's reasonable control. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the parties. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The prevailing party in any action arising out of this Agreement shall be entitled to recover its reasonable fees and costs. This Agreement, including all Quotes which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. The terms and conditions of any purchase order or sales acknowledgement shall expressly not be a part of this Agreement.

Bizint Smart Charts License Agreement, version 2.0, 29 August 2014

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