

TECHNOLOGY AND INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS LICENSE AGREEMENT dated as of [DATE] (the "**EFFECTIVE DATE**"), by and between _____ [FORMAL NAME], a [STATE] corporation with offices at [ADDRESS] ("**OWNER**") and LICENSEE _____, a [STATE] corporation with offices at [ADDRESS] ("**LICENSEE**").

WITNESSETH:

WHEREAS, OWNER is the owner of, or has acquired the rights to, OWNER Technology and Intellectual Property related to [TYPE OF TECHNOLOGY]; and

WHEREAS, LICENSEE desires to obtain a non-exclusive license for the use and practice of OWNER Technology and Intellectual Property related to [TYPE OF TECHNOLOGY] for use in the Humanitarian Domain, and OWNER is willing to grant such non-exclusive license, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements of the Parties contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth in this Section 1:

1.1 "**Confidential Information**" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which:

(i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party;

- (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party;
- (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure;
- (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality;
- (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or
- (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

1.2 **"Humanitarian Domain"** shall mean geographic locations and populations in which it is possible to alleviate suffering through the use of Intellectual Property, Technology, and Products related to [TYPE OF TECHNOLOGY], and where the population is typically too poor to afford such technologies. In particular, the Humanitarian Domain refers to people who are usually poor, usually rural, and usually in developing countries. But it also explicitly includes indigenous peoples in developed countries such as Australia and the United States. The geographic locations and populations constituting the Humanitarian Domain shall be listed and/or determined by the formulae contained in Schedule A attached to this Agreement.

1.3 **"Intellectual Property"** shall mean any and all patents, copyrights, trade secrets and trademarks, and registrations of, applications to apply for and priority rights based on, the foregoing, owned or controlled by OWNER at the time of the Effective Date related to [TYPE OF TECHNOLOGY] that are necessary or useful for the development, manufacture, use or commercialization of Products in the Humanitarian Domain.

1.4 **"Product"** means any and all [TYPE OF TECHNOLOGY] products incorporating and/or utilizing the Technology and/or the Intellectual Property.

- 1.5 **“Technology”** means any and all proprietary data, information, know-how, process, methods and materials owned or controlled by OWNER at the time of the Effective Date, whether or not patented or patentable, or otherwise constituting a form of intellectual property, related to [TYPE OF TECHNOLOGY] that are necessary or useful for the development, manufacture, use or commercialization of Products in the Humanitarian Domain. In particular, this includes but is not limited to _____. A list containing the specific technologies to be licensed under this Agreement is attached hereto as Schedule B.
- 1.6 **“Improvements”** means (i) all derivative works, discoveries and/or inventions, whether patentable or not, that constitute a modification, enhancement, development, extension or improvement of the Technology after the Effective Date and (ii) all Intellectual Property developed after the Effective Date, including any and all applications or registrations therefor.

2. LICENSE

- 2.1 OWNER hereby grants to LICENSEE a non-exclusive, worldwide, royalty free license to use the Technology and Intellectual Property to make, have made, use, import, export, offer for sale and sell Products in the Humanitarian Domain.
- 2.2 LICENSEE shall have the right to sublicense the rights granted hereunder to third parties. LICENSEE agrees that all sublicenses granted by it shall provide that the obligations to OWNER of Sections 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 15, 19, 20 and 24 of the Agreement shall be binding upon the sublicensee as if it were a party to this Agreement. LICENSEE further agrees to incorporate or attach copies of those Sections to sublicense agreements.
- 2.3 LICENSEE agrees to forward to OWNER a copy of any and all sublicense agreements promptly upon execution by the parties.
- 2.4 Nothing in this agreement shall be construed (expressly or by implication) as granting or conveying to LICENSEE, or as otherwise creating, any licenses or other rights or interests in or to any Intellectual Property or Technology owned or controlled by OWNER other than the specific licenses to the Intellectual Property and Technology that are expressly granted under this Agreement.
- 2.5 OWNER shall provide assistance and support to LICENSEE at LICENSEE's request. Such assistance and support shall consist of (a)

providing information and support related to the Technology and Intellectual Property when needed by LICENSEE; and (b) assigning engineers, inventors or other technical personnel to provide assistance when needed by LICENSEE.

3. CONSIDERATION

- 3.1 In partial consideration for the licenses being granted to LICENSEE under this agreement, LICENSEE shall pay to OWNER a one time up-front license fee payment of 1 US dollar (\$1), such payment to be made within five (5) business days after the effective date of this agreement.
- 3.2 In further consideration for the licenses being granted to LICENSEE under this Agreement, LICENSEE shall assist OWNER in finding commercial opportunities for Products, where available, in the Humanitarian Domain. LICENSEE will also provide occasional business advice and assistance to OWNER, at the request of OWNER.

4. MARKETING

- 4.1 LICENSEE shall have the non-exclusive, worldwide right to market Products under and using LICENSEE's own trademarks so long as such LICENSEE's marketing is specific to the use of Products in the Humanitarian Domain.
- 4.2 OWNER shall have final approval over any and all marketing materials incorporating and/or using OWNER's trademarks.
- 4.3 LICENSEE is permitted to hire third parties to assist in marketing efforts.
- 4.4 LICENSEE will make freely available to OWNER any and all marketing materials produced by or on behalf of LICENSEE (including but not limited to pamphlets or PowerPoint presentations).
- 4.5 LICENSEE shall identify and acknowledge OWNER as a partner in any and all marketing materials.

5. MANUFACTURE

- 5.1 LICENSEE shall have the non-exclusive, worldwide right to arrange for the manufacture and/or assembly of Products when any such arrangement permits the delivery of Products to customers in the

Humanitarian Domain at a price of 70% or less than is otherwise obtainable through other licensed manufacturers.

- 5.2 OWNER shall assist LICENSEE with any transfer of Technology necessary to facilitate such manufacture, subject to appropriate confidentiality protections where needed and compliance with national and international laws pertaining to the import and export of Technology.

6. CONFIDENTIALITY

- 6.1 Neither party shall use any Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement. Neither party shall disclose to third parties or to such third party's employees any Confidential Information of the other party, except to those employees of the receiving party with a need-to-know. Notwithstanding the above, either party may disclose Confidential Information on a "need-to-know" basis to potential business partners in conjunction with any appropriate measures to maintain confidentiality as discussed in Section 6.2 of this Agreement. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that embody the other party's Confidential Information and that are provided to the party hereunder.
- 6.2 Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly Confidential Information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth or on the original.
- 6.3 OWNER and LICENSEE acknowledge the challenge of distributing technology widely while retaining appropriate commercial protections. In recognition of this challenge, OWNER and LICENSEE shall discuss on an ongoing basis what materials are confidential, which are public, and which may be properly disclosed to third parties, and which may not.

7. OWNERSHIP OF INTELLECTUAL PROPERTY AND TECHNOLOGY

- 7.1 OWNER shall retain sole and exclusive ownership of all rights, title and interest in and to the Intellectual Property and the Technology, subject to the licenses granted to LICENSEE under this agreement. OWNER shall also retain all rights under and to the Intellectual Property and Technology that are not expressly granted to LICENSEE and shall have the right to grant further licenses to third parties with respect to such retained rights.
- 7.2 OWNER shall be solely responsible, at its own expense, for all aspects of the prosecution, maintenance, enforcement and defense of all patent applications and patents that are included in the Intellectual Property. OWNER's rights and responsibilities in that regard shall include sole and final decision making authority with respect to all such matters (as determined by OWNER in its sole discretion).
- 7.3 OWNER shall be solely responsible, at its own expense, for all aspects of the maintenance, enforcement and defense of all copyrights that are included in the Intellectual Property. OWNER's rights and responsibilities in that regard shall include sole and final decision making authority with respect to all such matters (as determined by OWNER in its sole discretion).
- 7.4 OWNER shall be solely responsible, at its own expense, for all aspects of the maintenance, enforcement and defense of all trademarks that are included in the Intellectual Property. OWNER's rights and responsibilities in that regard shall include sole and final decision making authority with respect to all such matters (as determined by OWNER in its sole discretion).
- 7.5 OWNER shall be solely responsible, at its own expense, for all aspects of the maintenance, enforcement and defense of all trade secrets that are included in the Intellectual Property. OWNER's rights and responsibilities in that regard shall include sole and final decision making authority with respect to all such matters (as determined by OWNER in its sole discretion), which specifically includes the right to require LICENSEE to maintain the confidentiality and secrecy of any trade secret, or component of such trade secret, contained in the Intellectual Property.
- 7.6 In the event that OWNER decides not to pursue, or to abandon or otherwise cease to maintain, any part of its Intellectual Property in any country or countries ("Abandoned IP"), it will notify LICENSEE to that effect. Upon receipt of such notice, LICENSEE shall have the

option, exercisable by providing written notice to OWNER within fifteen (15) days, to purchase the Abandoned IP for a sum not to exceed one US dollar (\$1). OWNER shall be entitled to a non-exclusive, worldwide, irrevocable, royalty-free, paid-up license to any Abandoned IP that is purchased by LICENSEE under the same terms and conditions of Section 8.4.

- 7.7 LICENSEE shall promptly notify OWNER upon becoming aware of any third party actions in the Humanitarian Domain which may constitute infringement of the Intellectual Property, or if any third party initiates actions in the Humanitarian Domain seeking to invalidate or contest the enforceability or validity of any of the Intellectual Property. Any such notice shall identify the third party and describe the relevant actions in sufficient detail to enable OWNER to evaluate the alleged infringement or other action. OWNER shall thereafter be solely responsible at its own expense for taking such actions (as determined by OWNER in its sole discretion) as are reasonably necessary to defend or enforce the relevant aspects of the Intellectual Property in the Humanitarian Domain. In the event that OWNER does not take any action to defend or enforce, as applicable, the relevant Intellectual Property in the Humanitarian Domain within ninety (90) days, LICENSEE shall have the right, but not the obligation, to take action to enforce or defend such Intellectual Property at LICENSEE's sole expense. In such event, OWNER shall reasonably cooperate with LICENSEE to enable LICENSEE to take such action in LICENSEE's name and/or in the name of OWNER; provided, however, that LICENSEE shall not under any circumstances enter into any settlement or undertake any other action (without the express prior written consent of OWNER) which would (i) invalidate or otherwise render the relevant Intellectual Property unenforceable, (ii) constitute any admission on behalf of OWNER, (iii) impose any injunction or other similar restrictions upon OWNER or its affiliates, or (iv) obligate OWNER to pay any damages or to incur any other obligation, financial or otherwise, under law.

8. RIGHTS TO IMPROVEMENTS AND NEW DEVELOPMENTS

- 8.1 OWNER shall own all rights, title and interest in or to any Improvements made or discovered on or after the Effective Date of this Agreement by employees or agents of OWNER in connection with the development, manufacture or commercialization of Products ("Owner Improvements"). Owner Improvements constituting intellectual property shall include, without limitation, copyrightable material, trademarks, trade secrets, and any and all patent applications covering Owner Improvements that are filed anywhere in the world by or on behalf of OWNER at any time after the Effective

Date of this Agreement, and any and all granted patents that directly or indirectly result from such patent applications, or any divisions, continuations or continuations-in-part or other patent applications claiming priority thereto (collectively, "Owner IP").

- 8.2 OWNER hereby grants to LICENSEE a non-exclusive, worldwide, irrevocable, royalty-free, paid-up license to all Owner Improvements, including Owner Improvements constituting Owner IP, to make, have made, use, import, export, offer for sale and sell Products utilizing the Owner Improvements in the Humanitarian Domain. The foregoing license shall include the right to grant sublicenses to third parties in accordance with Section 2.2 of this Agreement. Owner Improvements related to the Technology shall be recorded on Schedule B of this Agreement.
- 8.3 LICENSEE shall own all rights, title and interest in or to any Improvements made or discovered on or after the effective date of this Agreement by employees or agents of LICENSEE in connection with the development, manufacture or commercialization of Products in the Humanitarian Domain ("Licensee Improvements"). Licensee Improvements constituting intellectual property shall include, without limitation, copyrightable material, trademarks, trade secrets, and any and all patent applications covering Licensee Improvements that are filed anywhere in the world by or on behalf of LICENSEE after the Effective Date of this Agreement, and any and all granted patents that directly or indirectly result from such patent applications, or any divisions, continuations or continuations-in-part or other patent applications claiming priority thereto (collectively, "Licensee IP").
- 8.4 LICENSEE hereby grants to OWNER a non-exclusive, worldwide, irrevocable, royalty-free, paid-up license to all Licensee Improvements, including Licensee Improvements constituting Licensee IP, to make, have made, use, import, export, offer for sale and sell Products utilizing Licensee Improvements outside the Humanitarian Domain. The foregoing license shall include the right to grant sublicenses to third parties in connection with any licenses to use the Technology that are granted by OWNER in accordance with Section 7.1 of this Agreement.
- 8.5 Transfer of data related to Improvements by either party may be conducted through electronic means.

9. TERMINATION

- 9.1 This Agreement may be terminated by a party for cause if the other party breaches any material term hereof and fails to cure such breach

within thirty (30) days after receiving notice of such breach from the non-breaching party.

9.2 Notwithstanding any other provision of this Agreement, upon any termination of this Agreement the license granted hereunder shall terminate. Upon such termination, LICENSEE shall have no further right to develop, manufacture, use, market or sell any Product using any of OWNER's Intellectual Property and/or Technology. All obligations of confidentiality under this Agreement related to Confidential Information shall remain in full force and effect.

9.3 Upon any termination of this Agreement LICENSEE shall not grant to any third party any right to the Intellectual Property and/or Technology after termination of the license hereunder.

9.4 Upon any termination of this Agreement all sublicenses granted hereunder shall inure to the benefit of OWNER and OWNER shall become the OWNER with respect to same. Such sublicenses shall continue according to the terms thereof and OWNER shall be entitled to any and all consideration and royalty from the sublicensee(s) therein. LICENSEE shall make such assignment of such sublicenses and execute all documents necessary and proper to substitute OWNER as the licensor therein.

10. BANKRUPTCY

10.1 It is the intention of both parties that this Agreement survive any bankruptcy, restructuring, or re-organization conducted by OWNER under the laws of any government. It is the intention of both parties that this Agreement not survive any bankruptcy, restructuring, or re-organization conducted by LICENSEE under the laws of any government.

10.2 OWNER and LICENSEE acknowledge that the laws and regulations of various governments related to bankruptcy, restructuring and/or re-organization differ in language and effect. In the event of any bankruptcy, restructuring and/or re-organization conducted by OWNER under the laws of any government, OWNER, and any successor, hereby waives any authority, right or option to rescind, withdraw, annul, cancel or otherwise terminate the licenses and rights granted by this Agreement to LICENSEE.

10.3 In the event of the commencement of a bankruptcy proceeding by or against OWNER under title 11 of the United States Code (the "Bankruptcy Code"), all rights and licenses granted under or pursuant to this Agreement (other than with respect to trademarks) by OWNER

to LICENSEE are, and shall otherwise be deemed to be, licenses of rights to “intellectual property” as defined under Section 101 of the Bankruptcy Code. LICENSEE shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property and same, if not already in its possession, shall be promptly delivered to LICENSEE upon LICENSEE’s written request (i) upon any such commencement of a bankruptcy proceeding, unless OWNER elects to continue to perform all of its obligations under this Agreement; or (ii) if not delivered under (i) above, upon the rejection of this Agreement by or on behalf of OWNER. The parties further agree that in the event of any bankruptcy, restructuring, or re-organization conducted by OWNER, and pursuant to 11 U.S.C. § 365(c)(1)(B) or successor provisions, OWNER hereby consents to an assumption by LICENSEE of this Agreement in accordance with 11 U.S.C. § 365 or successor provisions.

10.4 In the event of any bankruptcy, restructuring and/or re-organization conducted by LICENSEE under the laws of any government, LICENSEE, and any successor, hereby waives any authority, right or option to assume or otherwise retain any and all licenses and/or permissions granted by this Agreement from OWNER, and OWNER does not consent to any assignment or continued license under this Agreement by LICENSEE.

10.5 In the event of the commencement of a bankruptcy proceeding by or against LICENSEE under the Bankruptcy Code, LICENSEE agrees that, pursuant to Bankruptcy Code § 365(c)(1), this Agreement is not, and shall not be assumable under Bankruptcy Code § 365, it being agreed and acknowledged that applicable law would excuse OWNER from accepting performance from or rendering performance to any entity other than LICENSEE, whether or not this Agreement prohibited or restricted assignment of rights or delegation of duties. Therefore, pursuant to Bankruptcy Code § 365(e)(2), this Agreement shall automatically terminate if and when LICENSEE becomes a debtor in a bankruptcy case, notwithstanding the provisions of Bankruptcy Code § 365(e)(1).

11. EXPORT CONTROLS

11.1 OWNER and LICENSEE acknowledge that the laws and regulations of various governments may restrict the export and re-export of technical data, which may include the Products, Technology, Intellectual Property and Confidential Information referenced in this Agreement. The parties agree that they will not export or re-export

any of the Products, Technology, Intellectual Property and Confidential Information or any portion of them in any form without the appropriate government licenses.

12. REPRESENTATIONS AND WARRANTIES

- 12.1 OWNER represents and warrants to LICENSEE that to OWNER's best knowledge, after reasonable investigation:
- (a) OWNER has the sole, exclusive and unencumbered right to grant the licenses and rights herein granted to LICENSEE, and
 - (b) that it has not granted any option, license, right or interest in or to the Technology and/or Intellectual Property to any third party which would conflict with the rights granted by this Agreement.
- 12.2 LICENSEE represents and warrants to OWNER that LICENSEE shall take full responsibility for evaluating the suitability and/or adapting the Products and Technology to local legal, cultural and physical requirements.
- 12.3 OWNER and LICENSEE each represent and warrant to and for the benefit of each other that the execution of this Agreement by them and the full performance and enjoyment of the rights of them under this Agreement will not breach the terms and conditions of any license, contract, understanding or agreement, whether express, implied, written or oral between them and any third party.
- 12.4 In addition to any other indemnifications provided for herein, OWNER shall indemnify and hold harmless LICENSEE and its affiliates and their respective employees, agents, partners, officers and directors from and against any claims, losses, liabilities or damages (including reasonable attorneys' fees and expenses) incurred or sustained by LICENSEE arising out of or in connection with any breach of any representation, covenant, warranty or obligation by OWNER hereunder.
- 12.5 In addition to any other indemnifications provided for herein, LICENSEE shall indemnify and hold harmless OWNER and its affiliates and their respective employees, agents, partners, officers and directors from and against any claims, losses, liabilities or damages (including reasonable attorneys' fees and expenses) incurred or sustained by OWNER arising out of or in connection with any breach of any representation, covenant, warranty or obligation by LICENSEE hereunder.

13. COMPLETE AGREEMENT

- 13.1 This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes and cancels all previous written or oral understandings, agreements, negotiations, commitments, or any other writings or communications in respect of such subject matter. This Agreement and any Schedules or Addendums thereto may not be released, discharged, abandoned, changed, or modified in any manner except by an instrument in writing, referencing this Agreement, and signed by each of the parties hereto.

14. SEVERABILITY

- 14.1 The provisions of this Agreement shall be severable, and if any portion of this Agreement shall be held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof, and the remainder of this Agreement, disregarding such portion, shall continue in full force and effect as though such portion had not been contained herein.

15. INDEMNIFICATION

- 15.1 LICENSEE agrees to indemnify and defend OWNER, its officers, directors, agents and employees, from all claims, demands, suits, actions, proceedings, costs, damages, expenses, and/or losses of any kind resulting from LICENSEE'S activities in making, using, selling, and offering for sale, or otherwise enjoying, commercializing and exploiting OWNER'S Technology and/or Intellectual Property, including without limitation all acts of negligence, infringement, and malfeasance, or from any products liability or design defect resulting from LICENSEE's use of OWNER's Technology and/or Intellectual Property. As part of this indemnity, LICENSEE shall obtain products liability insurance in the countries where it distributes the Products and shall name OWNER as a beneficiary of said insurance. LICENSEE shall be responsible for paying all deductibles of insurance.
- 15.2 OWNER agrees to indemnify and defend LICENSEE, its officers, directors, agents and employees, from all claims, demands, suits, actions, proceedings, costs, damages, expenses, and/or losses of any kind resulting from any breach by OWNER of any representation and warranty made in this Agreement, or from any design defects of Products prior to the Effective Date.

16. GOVERNING LAW

16.1 This Agreement shall be deemed to be made in the State of California, and shall be governed by and construed and interpreted in accordance with the laws of the State of California. Any action arising hereunder shall be brought in state or federal court in the Northern District of California. The parties hereby stipulate that jurisdiction and venue are proper in the Courts of the State of California in and for San Francisco County, and in the United States District Court for the Northern District of California.

17. CONSTRUCTION

17.1 The Language used in this Agreement shall be deemed to be the language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any term, provision, or condition of this Agreement.

18. WAIVER

18.1 The waiver by either of the parties to this Agreement of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any succeeding breach of any such provision or a waiver of the provision itself.

19. NATURE OF RELATIONSHIP

19.1 Nothing herein shall be construed to place the parties hereto in a relationship of partners, joint venturers, or the like, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

20. SUCCESSORS AND ASSIGNS

20.1 Except as provided herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

20.2 This Agreement and license shall be assignable by OWNER, and shall be binding upon and shall inure to the benefit of the legal representatives and assigns of OWNER. LICENSEE's rights under this Agreement are not transferable except upon the express written authorization of the OWNER.

21. NOTICE

21.1 Any notice required pursuant to the terms of this Agreement shall be made in writing and either (1) delivered personally, (2) sent by

registered or certified mail, postage prepaid, and addressed as set forth below, or (3) sent electronically to the electronic address provided below. A party may designate another address or electronic address by giving notice of such address to the other. All notices shall be effective as of the date of personal delivery, mailing, or electronic mailing.

(a) If to LICENSEE:

Attn:
Address:

Telephone:
Facsimile:
Email:

(b) If to OWNER:

Attn:
Address:

Telephone:
Facsimile:
Email:

With a copy to (which shall not constitute notice):

Attn: D. Inder Comar, Esq.
Comar Law
901 Mission Street, Suite 105
San Francisco, CA 94103
Telephone: (415) 640-5856
Facsimile:
Email: inder@comarlaw.com

22. COUNTERPARTS

- 22.1 This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered to the other by personal delivery, registered or certified mail, facsimile, or electronically in PDF format shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

23. HEADINGS

- 23.1 The Section headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Agreement or of any particular Section.

24. DISPUTE RESOLUTION

- 24.1 OWNER and LICENSEE will at all times cooperate to attempt to maximize the dual goals of a return to OWNER's current or future investors, or licensees (marketing or manufacturing), while maximizing the availability of OWNER's technologies to those in need. OWNER and LICENSEE acknowledge that there may be times and areas where these goals conflict, and OWNER and LICENSEE will use their best efforts to cooperate in those cases.
- 24.2 The parties hereby agree that they will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiation. If a controversy or claim should arise hereunder, the representatives of the parties will confer at least once and will attempt to resolve the matter. If the matter has not been resolved within fourteen (14) days of their first meeting, subject to rights to injunctive relief and specific performance outlined in Section 24.3, and unless otherwise specifically provided for herein, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled as set forth in Section 24.3.
- 24.3 All disputes, controversies or differences which may arise between the parties out of or in relation to this Agreement or any default or breach therefore shall first be submitted to a neutral mediator. The mediation shall be held in San Francisco, California, in the United States of America. If the dispute is not resolved by mediation then it shall be submitted to final and binding arbitration before a single neutral arbitrator. The arbitrator shall abide by the Rules of the American Arbitration Association. The arbitration shall be held in San Francisco, California, in the United States of America. Any decision or award resulting from the arbitration provided for herein shall be final and binding on the parties hereto. Notwithstanding the above, and because certain breaches of this Agreement may result in irreparable harm to a party that would be difficult and/or impracticable to assess and for which money damages would be inadequate, either party has the right to seek injunctive relief in a court of competent jurisdiction against the other party for:

- (i) any breach or threatened breach of such other party's duties of confidentiality pursuant to Section 6 of this Agreement, and
- (ii) any infringement or threatened infringement of its own proprietary rights by the other party.

Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction. The award of the arbitrator may include compensatory damages against either party, but under no circumstances will the arbitrator be authorized to, nor shall s/he, award punitive damages or multiple damages against either party. In addition to any other relief that may be awarded in arbitration, the prevailing party in any action or dispute arising out of or related to this Agreement shall be entitled to an award of the reasonable attorneys' fees and costs (including without limitation, any arbitrator fees and other administrative arbitration fees) incurred in such action or dispute. The parties agree not to institute any litigation or proceedings against each other in connection with this Agreement except as provided in this Section 24.

IN WITNESS WHEREOF: the parties hereby affix their signatures:

OWNER:

BY:

JOHN DOE, TITLE

DATE

LICENSEE:

BY:

JANE DOE, TITLE

DATE

SCHEDULE A

Formulae for determining the geographic locations and populations constituting the Humanitarian Domain

Any part of the population in a country marked as Medium or below in the United Nations Development Programme Inequality Adjusted Human Development Index (see http://hdr.undp.org/en/statistics/indices/)
Any part of the population in a country marked as Medium or below in the United Nations Development Programme Multidimensional Poverty Index. (see http://hdr.undp.org/en/statistics/indices/)
In any country, addressing a demographic with a median income <\$10 per day where such demographic has been catalogued, categorized, or otherwise described by an agency of the United Nations or agency of such country.
Indigenous people in the United States
Indigenous people in Australia

SCHEDULE B

List of technologies covered by this Agreement.