

## SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is entered into by and between Metamolecular, LLC, a California LLC ("Licensor"), and [YOUR COMPANY], a [YOUR STATE] [YOUR COMPANY TYPE] ("Licensee"), (each a "Party" and collectively the "Parties"). In consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

### 1. DEFINITIONS

- 1.1 "Software" means the software product ChemWriter(TM) Version 1.0, consisting of the software package designed and developed by Licensor for the purposes of editing and viewing 2D chemical structures.
- 1.2 "1.x Upgrades" means a revised version of the Software identified by a version number of the format 1.x.y, where x and y are whole numbers, and provided at the sole discretion of Licensor for the purpose of refining the functionality of the Software.
- 1.3 "Deployment" means Licensee making available a copy or copies of the Software, as received, as an applet on a Web page, whether for a fee or free, to Licensee's end users.
- 1.4 "Derivative Works" means modification of the Software such as to create a new protectable property as defined by U.S. Copyright laws.
- 1.5 "Effective Date" means the last date on which all Parties have signed this Agreement.
- 1.6 "Intellectual Property Rights" means, by way of example but not by way of limitation, all current and future worldwide patents and other patent rights, copyrights, trademarks, service marks, trade names, mask work rights, trade secret rights, technical information, know-how, and the equivalents of the foregoing under the laws of any jurisdiction, including without limitation all applications and registrations with respect thereto, and all renewals and extensions thereof directly related to the Software.
- 1.7 "License Key" means the alphanumeric string that enables the fully functional features of the Software under the terms of this Agreement.
- 1.8 "Domain License" means a license to Deploy the Software under the terms of this Agreement on a Web site addressable through an expressly named domain, machine name, or IP address as enumerated in Attachment A.
- 1.9 "Licensed Site" means the Web site for which a Domain License was purchased. The Licensed Site is defined in Attachment A.
- 1.10 "Territory" means the entire world.

## 2. ROYALTY

2.1 Licensee shall pay Licensor a nonrefundable royalty fee as defined in Attachment A (“Royalty”) as consideration for the License. Payment of the Royalty shall be made within ten (10) business days of the Effective Date.

## 3. LICENSE GRANTS

3.1 Licensor grants Licensee a limited, non-exclusive, non-transferable, sub-licensable, right and license in its Intellectual Property Rights solely for the Deployment of the Software in the Territory and solely on the Licensed Site identified in Attachment A.

3.2 Use of Trademarks and Trade Names. Licensee is licensed to use Licensor’s trademarks, tradenames and service marks listed in Attachment A (“Trademarks”) on a non-exclusive basis in the Territory only for the duration of this Agreement and solely for display, commercial, registration, labeling or advertising purposes in connection with Deploying the Software in accordance with this Agreement.

3.2.1 Licensee shall use the Trademarks in compliance with all relevant laws and regulations.

3.2.2 Licensee may not modify any of the Trademarks in any way. Licensee may not use the Trademarks in connection with any goods or services other than the Software.

### 3.3 LIMITATIONS OF THE LICENSE GRANT

3.3.1 The Software shall be Deployed solely on the Licensed Site.

3.3.2 Licensee’s right to sublicense is limited solely to its Licensed Site’s end users, who may only use the Software as Deployed on the Licensed Site. Further sublicense of the Software for any purpose is expressly not allowed. Licensed Site’s end users are forbidden from copying or deploying the Software on other web sites, and may not disassemble or decompile the Software or attempt to reverse engineer, reconstruct or discover any source code or algorithms of the software by any means whatsoever.

3.3.3 Licensee shall take all reasonable means to enforce the terms of this Agreement with the end users of the Licensed Site.

3.3.4 Licensee agrees not to disassemble or decompile the Software or attempt to reverse engineer, reconstruct or discover any source code or algorithms of the Software by any means whatsoever.

3.3.5 Licensee rights are limited to Deployment of the Software as delivered. The Licensor retains all Intellectual Property ownership rights. Licensee may not create Derivative Works.

3.3.6 Licensee rights are not transferable for use with any other Web site except the Licensed Site.

#### 4. Maintenance and Support.

- 4.1 Licensor offers no promise to support the Software or provide upgrades or enhancements to the Software of any kind.
- 4.2 Should Licensor, at Licensor's sole discretion, provide a 1.x Upgrade, Licensee shall have the right to install and use the 1.x Upgrade in lieu of the Software originally available on the Effective Date.
- 4.3 During the term of this Agreement, this Agreement shall continue in force and have precedence over any click-wrap or other embedded agreements in the Software that might require acceptance by the Licensee during installation of the Software for download and installation of 1.x Upgrades. During the term of this Agreement, "Entire Agreement" clauses in such click-wrap or embedded agreements shall be waived.

#### 5. Term and Termination

- 5.1 This Agreement and the associated License will continue in effect perpetually or until it is otherwise terminated under the terms of this Agreement.
- 5.2 Upon Termination of this Agreement, Licensee shall cease all use of the Intellectual Property Rights for any purpose.
- 5.3 Upon Termination of this Agreement, Licensee shall promptly remove the Software from Licensee's computer, storage devices, web sites and any other location from which Software may be stored and retrieved.
- 5.4 Default or Breach. In the event that Licensee is in default or commits a material breach of this Agreement, which is not cured within thirty (30) days (or such additional period of time as is reasonably required to cure such material breach so long as the cure is commenced within such 30-day period and thereafter diligently pursued to completion) after written notice ("Notice") thereof, then this Agreement shall automatically terminate on the date specified in such Notice.
- 5.5 Bankruptcy. At Licensor's option, this Agreement may be terminated immediately upon notice to Licensee in the event that: (a) Licensee ceases to do business, or (b) Licensee obtains or becomes subject to an order for relief or decree of insolvency under the U.S. Bankruptcy Code or an order or decree of insolvency under state law (unless Licensee shall vacate such proceeding within sixty (60) days after the imposition thereof).
- 5.6 Following termination for any reason, the provisions of this Agreement with respect to warranties, disclaimers and limitation of liability, jurisdiction, severability, attorney's fees and export rules will survive.

#### 6. DELIVERY OF SOFTWARE

- 6.1 The Software shall be obtained exclusively from Licensor's Website at <http://metamolecular.com>, or transmitted by Licensor via email.
- 6.2 The License Key shall be delivered on or within five (5) business days of

Licensor's receipt of the Royalty.

## 7. WARRANTIES, DISCLAIMERS AND LIMITATION ON LIABILITY

- 7.1 THE SOFTWARE IS PROVIDED AS IS, AND LICENSOR DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, MADE WITH RESPECT TO IT, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 7.2 LICENSOR SHALL HAVE NO LIABILITY TO LICENSEE OR ANY OTHER INDIVIDUAL OR ENTITY CONNECTED WITH LICENSEE FOR ANY CLAIM, LOSS, OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS LICENSE OR ARISING OUT OF OR IN CONNECTION WITH (1) THE DEFICIENCY OR INADEQUACY OF THE SOFTWARE FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO LICENSOR; (2) THE USE OR PERFORMANCE OF THE SOFTWARE OR ANY FILES, DATA, OR COMPUTER SYSTEMS RELATED THERETO OR USED IN CONNECTION THEREWITH; (3) ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE SOFTWARE, OR ANY FILES, DATA, OR OTHER COMPUTER SYSTEMS; (4) ANY SOFTWARE FAILURE; OR (5) ANY LOSS OF PROFITS, SALES, BUSINESS, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE OF ANY KIND OR NATURE RESULTING FROM THE FOREGOING.

## 8. MISCELLANEOUS

- 8.1 Export Rules. Licensee agrees that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.
- 8.2 Jurisdiction, Venue, and Governing Law. This License shall be governed by the laws of the State of California.
- 8.3 Attorney's Fees. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.
- 8.4 Equitable Relief. Licensee acknowledges that in the event of breach of this Agreement, no adequate remedy at law may be available to Licensor and that Licensor shall be entitled to seek injunctive or other equitable relief in addition to any relief available at law.
- 8.5 Severability. If any provision of this Agreement is deemed unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions.

- 8.6 Waiver. Any failure by Licensor to enforce or exercise any provision of this Agreement or related right shall not constitute a waiver of that right or provision.
- 8.7 Modification. Any modification of this Agreement must be in writing and signed by a duly authorized representative of both parties.
- 8.8 Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the Parties regarding the Software. This Agreement supersedes and replaces all prior negotiations, dealings, and agreements between the Parties regarding the Software.
- 8.9 Notices. Any notices and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed duly given on the day such notice is personally delivered or sent by confirmed telefax, one day after such notice is sent by confirmed Federal Express Priority Overnight courier service (or an equivalent service), or three days after such notice is mailed by first class registered mail (charges and postage prepaid), properly addressed to the Party to receive the same at the address indicated below, or to such other address as either Party may designate by proper, written notice to the other:

If to Licensor:           Metamolecular, LLC  
8070 La Jolla Shores Drive, #464  
La Jolla, CA 92037  
Attn: Richard L. Apodaca, CEO  
Tel: 858-658-0860  
Fax: 858-777-5692

If to Licensee:           [YOUR ADDRESS]

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to enter into this Agreement, effective as of the Effective Date.

**METAMOLECULAR, LLC**

**[YOUR COMPANY]**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Richard L. Apodaca

Name: [REPRESENTATIVE]

Title: CEO

Title: [TITLE]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A  
Royalty Rate, Licensed Site and Trademark

1. Royalty

The Royalty shall be a one-time, non-refundable fee in the amount of \$[PRICE QUOTED] U.S. dollars.

2. Licensed Site

Licensed site shall be the site defined by the URL or web address as:

Licensed Domain: [example.com]

The Licensed site shall also include subdomains of the above Licensed Domain defined as:

Licensed Subdomain: [www.example.com]

3. Trademark

The License includes right to use the following Licensor's trademarks, solely under the terms of this Agreement:

ChemWriter™