

COPYRIGHT LICENSE AGREEMENT

This Copyright License Agreement (the “**Agreement**”), effective as of date of last authorized signature (the “**Effective Date**”), is entered into by and between Fred Hutchinson Cancer Center, whose mailing address is 1100 Fairview Avenue North, Seattle, WA 98109 (“**Fred Hutch**”) and _____ whose mailing address is _____ (“**Company**”).

WHEREAS, Fred Hutch has developed and holds copyright in a certain acute myeloid leukemia quality of life questionnaire with Fred Hutch Ref # **18-155** and as published as Sarah A. Buckley, Anna B. Halpern, Megan Othus, Diana Jimenez-Sahagun, Roland B. Walter & Stephanie J. Lee (2020) Development and validation of the AML-QOL: a quality of life instrument for patients with acute myeloid leukemia, Leukemia & Lymphoma, DOI: 10.1080/10428194.2019.1709838 AML-QOL (v1.0) Copyright 2020. Fred Hutchinson Cancer Center. All Rights Reserved. (“**Instrument**”);

WHEREAS, Licensee would like to license the above mentioned Instrument in support of its clinical trial, clinical trial number # _____ with a clinical trial title of “_____” at an estimated total of _____ clinic(s) (“**Sites**”) and with expected uses of the Instrument in the following geographies, _____ (“**Territory**”).(such uses herein referred to as the “**Project**”);

WHEREAS, Licensee would like to translate the Instrument, using a certified translation service, into the following languages: _____ (the “**Translations**”).

NOW, THEREFORE, in consideration of these premises, the mutual covenants made herein, and other good and valuable consideration, the parties hereby agree as follows:

- 1. License Grant. Subject to Licensee’s compliance with the terms and conditions of this Agreement, Fred Hutch shall hereby grant to Licensee, and Licensee hereby accepts from Fred Hutch under the terms of this Agreement, a limited, non-exclusive, non-transferrable (except as explicitly authorized under this Section 1) to review, use, translate, and copy the Instrument in English and the approved translations thereof solely for the Project in the Territory. In addition, Licensee shall have the non-exclusive right to transfer the Instrument to Sites and to have Instrument copied and distributed on Licensee’s behalf), for the sole purpose of the Project. For purposes of clarity, the grant to distribute excludes making the Instrument available on any public facing website.

Licensee shall have no rights a) to translate the Instrument into languages other than those approved in this Agreement or modify the content or title of the Instrument in any way without the prior written approval of Fred Hutch; b) sell the Instrument, or include the Instrument in a compilation or collective work, or transfer access to the Instrument to any third party, excluding the Sites; c) assign or sublicense the Instrument; d) use the Instrument for production purposes, e) allow unauthorized use of the Instrument; or f) use the Instrument outside the Territory. To the extent Fred Hutch provides advance written permission to modify or translate the Instrument into additional languages not included in this Agreement or modify or expand the Territory, the parties will negotiate in good faith

an amendment to this Agreement governing the terms and conditions of such modification, translation, or expanded use. In the case Licensee translates or modifies the Instrument in any way, Licensee shall and hereby assigns to Fred Hutch all of Licensee's rights, title, and interest in such modifications and translated versions of the Instrument. Any such translations of the Instrument and certificates of translations of the Instrument will be provided to Fred Hutch within thirty (30) days of the Instrument's translation.

2. Retained Rights and Ownership. All right, title, and interest to the Instrument, and all copyrights therein including modifications, translations, and derivative rights, shall remain with the sole and exclusive property of Fred Hutch. Fred Hutch, on behalf of itself and its affiliates and investigators, hereby reserves the right to utilize and practice the Instrument for any purpose and/or to non-exclusively license the Instrument to any third party. All rights not specifically granted herein are reserved to Fred Hutch and no other rights or license, whether express or implied, is granted in any of Fred Hutch's or its affiliates' intellectual property rights.
3. The United States Government's Rights. To the extent the Instrument arose, in whole or in part, from federally supported research and the federal government of the United States of America has certain rights in and to such inventions as those rights are described in Chapter 18, Title 35 of the United States Code and regulations, including Part 401, Chapter 37 of the Code of Federal Regulation. The parties' rights and obligations under this Agreement to any government-funded inventions, including the grant of license set forth in Section 1 (License Grant), are subject to the applicable terms of the aforementioned United States laws. The U.S. Government may be entitled, as a right, under these Chapters: (a) to a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on the behalf of the U.S. Government any of the federally funded inventions throughout the world and (b) to exercise march in rights on the federally funded inventions. Licensee agrees that, to the extent required by Title 35 Section 204 of the United States Code, it will substantially manufacture in the United States of America all products embodying or produced through the use of a federally funded invention.
4. Fred Hutch reserves the right to modify or make improvements in the Instrument at any time without notice, and to terminate Licensee's access to the Instrument should Licensee breach this Agreement, with no recourse by Licensee. Licensee will retain in the Instrument and in any permitted copies Licensee makes from Instrument, all proprietary notices and legends provided by Fred Hutch, including without restriction any and all copyright, trademark, and patent notices, and legends pertaining to attribution, and disclaimer of risk. Nothing contained in this Agreement shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark, or other designation of Fred Hutch, including any contraction, abbreviation, or simulation of the foregoing.
5. Fees.
 - a) Initial License Fee. In partial consideration of the rights granted hereunder, Licensee will pay Fred Hutch a non-refundable, non-creditable license fee ("License Fee") Twenty Thousand Dollars U.S. (\$20,000 USD) due thirty (30) days from Licensee's receipt of an applicable invoice from Fred Hutch. Fred Hutch will have no obligation to release the Instrument until such time as it has received the License Fee.

- b) Annual Maintenance Fees. Beginning on the first (1st) anniversary of the Effective Date and on every subsequent anniversary of the Effective Date, Licensee shall pay to Fred Hutch an annual license maintenance fee of Ten Thousand Dollars U.S. (\$10,000 USD) due thirty (30) days from Licensee’s receipt of an applicable invoice from Fred Hutch.
- c) Payments. All payments under this Agreement shall be made to “Fred Hutchinson Cancer Center” and remitted to the address in Section 9. All payments shall be made in U.S. Dollars without set-off for currency conversion. With respect to expenses incurred in a currency other than U.S. Dollars, the expenses incurred shall be converted into the US Dollar equivalent using a conversion rate existing in the United States (as reported in the Wall Street Journal) on the last working day of the applicable reporting/payment period.

6. Notices.

- a) Acceptable Forms of Notice. Unless otherwise provided in this Agreement, all communications, including, notices, demands or requests required or permitted to be given hereunder, will be given in writing and will be: (a) personally delivered; (b) sent by electronic means; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or nationally or internationally recognized courier service. The respective addresses to be used for all such, notices, demands, requests and other communications are as follows:

For delivery via the U.S. Postal Service:
 Fred Hutchinson Cancer Center
 Business Development
 1100 Fairview Avenue North, MS: J2-110
 Seattle, WA 98109
 Attn: Vice President
 bds@fredhutch.org

Licensee’s contact information:

- b) Effective Date of Notices. If personally delivered, such communication will be deemed delivered upon actual receipt. If electronically transmitted pursuant to this Section, such communication will be deemed delivered when transmitted. If sent by overnight courier pursuant to this Section, such communication will be deemed delivered within twenty-four hours of deposit with such courier. If sent by U.S. mail pursuant to this Section, such communications will be deemed

delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any party to this Agreement may change their address for the purpose of this Agreement by giving notice in accordance with this Section.

7. Use of Name. Neither party to this License will use the name, logo or service marks or the name of the other party or their respective employees or subsidiaries in advertising or publicity without such party's prior written consent; except that Licensee shall include a standard notice indicating that the copyright on Instrument is held by Fred Hutch, the year of creation, and that all rights in the Instrument are reserved.
8. Term and Termination.
 - a) Term. This Agreement will begin on the Effective Date and continue for _____ years thereafter ("Term"). The Term may be extended by mutual agreement of the parties.
 - b) Termination by Licensee. Licensee may terminate this Agreement at any time for convenience upon thirty (30) days' written notice to Fred Hutch. Moreover, in the event that Fred Hutch breaches any of its material obligations hereunder, Licensee may, upon written notice, terminate this Agreement, provided that it will have first given Fred Hutch written notice specifying the nature of the breach and Fred Hutch will have failed to cure such breach within thirty (30) days thereafter.
 - c) Termination by Fred Hutch. In the event that Licensee breach any of their material obligations hereunder, Fred Hutch may, upon written notice to Licensee, terminate this Agreement, provided that it will have first given Licensee written notice specifying the nature of the breach and Licensee will have failed to cure such breach within thirty (30) days thereafter. Fred Hutch may also terminate this Agreement by written notice to Licensee upon Licensee's becoming insolvent (unless Licensee cures such condition within thirty (30) days of written notice of a claim of insolvency by Fred Hutch), making a general assignment for the benefit of creditors, suffering or permitting an appointment of a receiver for its business or assets, or becoming subject to any proceedings under domestic or foreign bankruptcy or insolvency law.
 - d) Effect of Termination. Upon expiration or termination of this Agreement, neither party shall be relieved of any obligations incurred prior to such termination, and the obligations of the parties under any provisions which by their nature are intended to survive any such termination shall survive and continue to be enforceable. Termination or expiration of this Agreement for any reason will not preclude any party from pursuing all rights and remedies it may have hereunder or at law or in equity. Upon the expiration or termination of this Agreement, Licensee will immediately discontinue the use of the Instrument and any related items provided by Fred Hutch and will, at its own expense, either return to Fred Hutch, or destroy and dispose of all copies of the Instrument and other items, as elected by Fred Hutch.
9. Assignment. Neither party may assign its rights and obligations under this agreement to a third party without the written permission from the other party which will not be unreasonably withheld; except that, either party may assign its rights to its subsidiaries or other entities controlled by that party.

10. Indemnification. To the fullest extent permitted by law, Licensee agrees to defend, indemnify and release and hold Fred Hutch and their affiliates and its and their current and former directors, governing board members, trustees, officers, faculty, medical and professional staff, employees, student, contractors, and agents and their respective successors, heirs, and assigns (collectively, the “Indemnitees”) harmless from any claims, liabilities, damages and losses that might arise at any time under any theory of liability as a result of or related to the exercise of any rights granted to Licensee under this Agreement or any breach of this Agreement by Licensee, including (a) a breach of Licensee’s representation and warranties or other obligations hereunder; and (b) Licensee’s use, handling, storage, transportation, import, export or disposal of the Instrument, or other results of the Agreement, except to the extent caused by any willful misconduct on the part of Fred Hutch. Licensee shall, at its own expense, provide attorneys reasonably acceptable to Fred Hutch to defend against any actions brought or filed against any Indemnitee hereunder with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought.
11. Licensee will, prior to the commencement of any clinical trial related to Instrument, and continuing during the Term, carry workers’ compensation insurance in the amounts statutorily required, and occurrence-based liability insurance, including products liability, general commercial liability and contractual liability, in an amount sufficient to cover the liability assumed by Licensee hereunder, such amount being at least Five Million US Dollars (\$5,000,000 USD) per occurrence and Ten Million US Dollars (\$10,000,000 USD) annual aggregate. Such policy will name Fred Hutch as an additional insured and require reasonable notice to Fred Hutch prior to any cancellation or material change. Licensee will provide Fred Hutch a certificate evidencing such coverages from time to time upon Fred Hutch’s reasonable request. The amounts of insurance coverage required herein will not be construed as creating any limitation on Licensee’s indemnification obligations under this Agreement.
12. Exclusion of Damages. NEITHER FRED HUTCH NOR ITS AFFILIATES WILL BE LIABLE TO ANY PARTY FOR SPECIAL, EXEMPLARY, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE INSTRUMENT PROVIDED BY FRED HUTCH, INCLUDING BUT NOT LIMITED TO DAMAGES MEASURING LOST PROFITS, GOODWILL OR BUSINESS OPPORTUNITIES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.
13. The Instrument is provided by FRED HUTCH “AS IS.” FRED HUTCH MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE INSTRUMENT AND ANY INFORMATION OR OTHER ITEMS PROVIDED BY FRED HUTCH HEREUNDER, INCLUDING, WITHOUT LIMITATION, REGARDING THEIR COMPOSITION, CHARACTERIZATION, SAFETY OR UTILITY OR THE EFFICACY OR SAFETY OF ANY METHODS OF PREPARING, HANDLING, STORING, USING OR DISPOSING OF THE INSTRUMENT, AND FRED HUTCH EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OR USE. FRED HUTCH ALSO DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO ANY THIRD PARTY RIGHTS AND TITLE, INCLUDING ANY PATENT RIGHTS, COPYRIGHTS AND TRADE SECRETS IN THE INSTRUMENT OR ANY RELATED INFORMATION OR OTHER ITEMS PROVIDED HEREUNDER.

14. Limitation of Liability. IN NO EVENT WILL FRED HUTCH'S AND ITS AFFILIATES' TOTAL AND CUMULATIVE LIABILITY TOGETHER OF ANY KIND, EVEN FOR DIRECT DAMAGES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE BIOLOGICAL MATERIALS, ANTIBODIES, HYBRIDOMA CELL LINES OR ANY OTHER ITEMS PROVIDED BY FRED HUTCH, AND LICENSED PRODUCTS AND COMBINATION PRODUCTS EXCEED THE TOTAL AMOUNT OF THE LICENSE FEE RECEIVED BY FRED HUTCH.
15. Compliance. Licensee will comply with all applicable laws, rules and regulations including, without limitation, all applicable current governmental regulatory requirements, concerning the use of the Instrument, including NIH guidelines any guidelines from a regulatory authority, such as the United States Food and Drug Administration.
16. Independent Contractors. The relationship between Fred Hutch and Licensee created by this Agreement is solely that of independent contractors. This Agreement does not create any agency, distributorship, employee-employer, partnership, joint venture or similar business relationship between the parties. No party is a legal representative of another party, and no party has the right to assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of another party for any purpose whatsoever. Each party will use its own discretion and will have complete and authoritative control over its employees and agents and the details of performing its obligations under this Agreement.
17. Counterparts. This Agreement may be executed in any number of counterparts or, if mutually agreeable to the undersigned authorized signatories for the parties, through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
18. Governing Law; Venue. This Agreement shall be deemed to be made and entered into and shall be governed by and construed under and in accordance with the laws of the State of Washington.
19. Entire Understanding. This Agreement represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties concerning its subject matter. No additional rights are provided to Licensee under any patent applications, trade secrets, copyrights, or other proprietary rights of Fred Hutch. Any modification or addition to any provision of this Agreement must be agreed to in writing by a duly authorized representative of each party.

[signature page follows; remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their properly and duly authorized officers or representatives as of the Effective Date.

FRED HUTCHINSON CANCER CENTER

LICENSEE

By: _____

By: _____

Name: Patrick Shelby, PhD

Name: _____

Title: Director, Technology Management

Title: _____

Date: _____

Date: _____