QUANTUMBIO INC.
Software License Agreement

This software license agreement is between QuantumBio, Inc., having a place of business at 2790 West College Avenue, Suite 900, State College, PA 16801 (hereinafter "Licensor") and the "Licensee" or "you" as defined hereunder:

Organization Name: _____

Organization Address: _____

LICENSE GRANT. During the term of the "License Period" QuantumBio or one of its subsidiaries or authorized distributors (collectively "QuantumBio") grants to you a nonexclusive license to use QuantumBio's software ("Software") and accompanying documentation ("Documentation") in the manner described below under "Scope of License Grant." The Software contains mechanisms, referred to as "License Keys", which will terminate your ability to use the Software at the end of the License Period. The Effective Date of this agreement is the date on which the Licensee receives the License Keys.

SCOPE OF LICENSE GRANT. You may install the Software, and use the Software on your computer solely for the following purposes depending upon the "License Type" as checked with an ☒ hereunder:

☒ **Evaluation License:** During such evaluation, you may use the Software in order to evaluate it for purchase or for demonstration purposes. You may not use the Software, or any results derived thereof, for any purpose, commercial or otherwise, other than for evaluation of the Software. Such use is forbidden both during and after the evaluation period unless the software is purchased during or immediately after the License Period. Likewise, unless the software is purchased during or immediately after the License Period, you may not disclose and/or publish results obtained with the Software without the express written permission of QuantumBio. The License Period for the Evaluation License is one (1) month from the Effective Date.

☐ **Annual Commercial License:** You are granted a one year, annually renewable license for one (1) site to install and use the Software for in-house drug research and design purposes only performed at the site(s) listed below under "Site Address(es) for Use of Software." By "one year, annually renewable" is meant that the initial License Period is one year from the Effective Date and the license will be automatically renewed for successive one-year License Periods unless either party terminates the license by notice to the other party. You may use the Software for the License Period, and any results derived there from for the License Period and thereafter, for any purpose, commercial or otherwise. During and after the License Period, you may disclose and/or publish results obtained with the Software.

☐ **Academic/Non-Profit License:** You are granted a one-year, annually renewable, nonexclusive license for non-profit use according to attached Academic/Non-profit Appendix. All other terms noted on this full agreement are in full force.

☐ **Developer License:** You are granted a nonexclusive license for the period of _____ to create compatible, complementary, and/or derivative products using QuantumBio intellectual property. This license does not imply distribution, royalty sharing, or other arrangement; does not allow you to use the Software for any other purpose, commercial or otherwise, unless a Commercial or Academic/Non-Profit license is executed as well; and does not allow you to store, publish, or distribute results without express written permission. All other terms noted on this full agreement are in full force.

☐ **Specialized License:** You are granted a license for use according to attached Appendix A. In the event of any conflict or inconsistency between the terms and conditions hereto and any terms or conditions set forth in the Appendix A, the terms and conditions set forth in the Appendix A shall prevail.

Regardless of License Type, this license does not include the right to disable or to bypass any time limitation mechanism contained in the Software; does not include the right to modify, translate, reverse engineer, decompile, or disassemble the Software; does not include the right to rent, lease, grant a security interest in, sublicense or otherwise to transfer rights to the Software; and does not include the right to remove any proprietary notices or labels on the Software. Unless a Consultancy License is purchased, you shall not use the Software (or any part thereof) in connection with the provision of consultancy, modeling or other services, whether for value or otherwise, on behalf of any third party who does not hold a current valid QuantumBio Software License Agreement. Licensee may not use the Software to write other software that duplicates the functionality of the Software. QuantumBio Software, License Keys, Software download instructions or other QuantumBio website links, purchase pricing, and any source code provided by QuantumBio are considered Confidential Information. The Licensee shall not rent, lease, disclose, publish, or disseminate any of this Confidential Information.

TIME AND COMPENSATION. The Licensor grants this license to Licensee with the understanding that prior to 45 days of the end of the License Period, Licensor and Licensee shall enter into good faith negotiations to determine the compensation due for the next License Period. If good faith negotiation and payment are not completed within 15 days of the end of the License Period, Licensor may consider this License Agreement to have terminated automatically. The good faith negotiation of compensation under this agreement must be commemorated in a separate writing agreed to by both parties.

NO WARRANTY. The Software is provided to Licensee on an “as is” basis and without any warranty of functionality, merchantability or fitness of any kind. It is the sole responsibility of the licensee to obtain any necessary licenses to additional or third-party software that may be required for Licensee to operate the Software.

TITLE. Title and all intellectual property rights original to Licensor are owned by Licensor or licensed to Licensor and this License Agreement does not alter ownership with the limited exception of the license described herein.

SUBLICENSE. This License Agreement does not grant to Licensee any right to sublicense the Software.

TERMINATION. Unless otherwise agreed upon in writing by QuantumBio, the license shall terminate at the end of the License Period if the good faith negotiation and payment described under TIME AND COMPENSATION, above, has not been completed. The license shall automatically terminate immediately if you fail to comply with the limitations described herein. Upon termination, you must destroy all copies of the Software, and Documentation and any other Confidential Information. If this is an Evaluation License, you must likewise destroy all results derived there from, unless this agreement is superseded by an Annual License (or similar) agreement. This agreement does not provide to Licensee any option for pro-rata compensation for partial licensing periods.

EXPORT CONTROLS. The Software and any directly related technology may not be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria, Sudan, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By installing or using the Software, Licensee is agreeing to the foregoing and is representing and warranting that it is not located in, under the control of, or a national or resident of any such country or on any such list. In addition, Licensee agrees to comply with any other applicable U.S. export control laws and local laws. By installing or using the Software, Licensee is also representing and warranting that Licensee will not use, or permit or authorize others to use, the Software in connection with the design, development, production, stockpiling or use of any chemical or biological weapons. Licensee agrees to defend, indemnify and hold Licensor harmless from any claims arising out of or relating to Licensee's violation, if any, of any such export control laws.

LIMITATION OF LIABILITY. Licensor and third-party Licensor(s) shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of any communication regarding such potential losses between Licensor and Licensee, if any. In particular, Licensee agrees that Licensor and third-party Licensor(s) are not liable for any direct, indirect or other damages resulting from any aspect of drug research or drug candidate development performed by Licensee including but not limited to animal or human studies or treatments or any environmental impact occurring as a direct or indirect cause of the use of the Software. Licensor and third-party Licensor(s) shall likewise not be liable for any damages in the nature of lost profits, lost revenues, business interruption, loss of data, computer failure or malfunction, or any other commercial damages or losses whether foreseeable or unforeseeable.

TAXES. Unless the Licensee is Tax Exempt and can furnish proof of the same upon request, in addition to other amounts due hereunder, Licensee shall also pay to Licensor, or reimburse Licensor as appropriate, all amounts due for property tax on the Software and for sales, use, excise taxes or other taxes which are measured directly by payments made by Licensee to Licensor.

NOTICE. Any notice required by this License Agreement or given in connection with it, shall be in writing and shall be given or delivered to the appropriate party by personal delivery, by certified mail postage prepaid, or by recognized overnight delivery carrier. If the notice is to be delivered to Licensor, it should be addressed to:

QuantumBio Inc.
2790 West College, Suite 900
State College, PA 16801

If the notice is to be delivered to Licensee, it should be delivered to the address noted in the first paragraph or hereunder **instead** if provided:

Recipient Name: _____

Mailing Address: _____

GENERAL.
This Agreement represents the complete agreement concerning the Software license granted hereunder, together with the contemporaneous invoice, as applicable, and may be amended only by a writing executed by both Licensor and Licensee. In the event of any conflict between the terms of this Agreement and any prior agreement, including but not limited to any Confidentiality or Non-Disclosure Agreement (CDA), as it pertains to the use or licensing of the Software, the terms of this Software License Agreement shall take precedence. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed, governed, and enforced solely and exclusively by the laws of the Commonwealth of Pennsylvania and the Copyright Laws of the United States of America--the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Licensee hereby agrees that the courts located in the Commonwealth of Pennsylvania, USA, will constitute the sole and exclusive forum for the resolution of any and all disputes arising out of or in connection with this Agreement and Licensee hereby irrevocably consents to the personal jurisdiction and venue of such courts and irrevocably waives any objections thereto. This License Agreement is not assignable, and Licensee may grant no sublicenses. Licensor may free assign this License Agreement to any third party.

Site Address(es) for Use of Software (if different than that address provided in the first paragraph):

Address #1: _____

Address #2: _____

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement:

for LICENSEE:

Signature and Date _____ _____

Name: _____

Title: _____

Email: _____

Phone: _____

☐ Licensee is Tax Exempt and can furnish proof of the same upon request.

for LICENSOR:

Signature and Date _____ _____
Dr. Lance Westerhoff, President and General Manager, QuantumBio, Inc.