



Via V. Pisani, 13 - 20124 Milano - Italy
Tel/Fax: +39-02-66981300

LICENSING AND PURCHASING AGREEMENT

This is a licensing and purchasing agreement (“Agreement”) between Talete s.r.l. (“Licensor”), Via V. Pisani 13, 20124 Milano, Italy – VAT no. 01472000031, and “Licensee”. Under this Agreement, Licensor shall provide and Licensee shall accept a license for the use of the object code version of Licensor’s proprietary Software product, marketed under the name Dragon.

Licensor and Licensee together shall be the Parties.

1. DEFINITIONS AND INTERPRETATIONS

1.1. In this Agreement the following terms and phrases shall have the following meaning, unless the context otherwise requires:

- Academic License: shall mean Software reserved to University or otherwise defined time by time by the Licensor in respect of academic license policy described in Section 4;
- Charge: shall mean the amount set forth in Attachment A or any other legally binding document(s) accepted mutually in written by both Licensor and Licensee for the Software;
- Evaluation Licenses: shall mean Software for evaluating the Software performances and functionalities;
- Permanent Licenses: shall mean Software with a perpetual license unless otherwise specified in other legally binding document(s) accepted mutually by both Licensor and Licensee;
- Rent Licenses: shall mean Software with an annual license unless otherwise specified in other legally binding document(s) accepted mutually by both Licensor and Licensee;
- Single Licenses: shall mean Software used on the central processing unit originally designated for installation and only at the specific location to which the Software is delivered;
- Site Licenses: shall mean Software used by any computer at the specific location to which the Software is delivered;
- Software: shall mean Licensor’s proprietary software product(s) together with related documentation and components (including new releases, enhancements, and modifications provided under warranty or maintenance, if applicable), in this agreement also defined Dragon.

2. TERM; PAYMENT; DELIVERY

2.1. The license granted hereunder is effective upon execution of this Agreement by Licensee and Licensor. The term of the license is perpetual unless otherwise specified in this Agreement or any other legally binding document(s) accepted mutually in written by both Licensor and Licensee. The license shall remain in effect for such term unless terminated by either Party as set forth in Section 11. Licensee shall pay Licensor the Charge within sixty (60) days of invoice. The Charges under this Agreement are exclusive of local, state, or federal use, excise, personal property, sales or other similar taxes or duties which may be imposed as a result of

the transactions under this Agreement. Licensee shall be responsible for all such taxes and duties, except for taxes on Licensor net income.

3. SOFTWARE LICENSE

- 3.1. Subject to the terms and conditions of this Agreement, Licensor hereby grants and Licensee accepts a nontransferable (with no right to sublicense) and non-exclusive license to use the Software and accompanying documentation in the manner described in this Agreement for the sole purpose of processing the work of Licensee's own internal business. Licensee may not use the Software to process the work of any third party and may only use the Software at the specific location to which the Software is delivered.
- 3.2. The Software, documentation, and supporting materials and all worldwide intellectual property rights and ownership rights therein are the sole and exclusive property of Licensor. Except to the limited extent required for Licensee to use the Software pursuant to the license expressly granted in Section 1, nothing in this Agreement will be deemed to grant, by implication, estoppel or otherwise, a license in any of Licensor's existing or future patents. No title or ownership rights to the Software are transferred to Licensee by this Agreement, but shall remain with Licensor. All rights not expressly granted by Licensor under this Agreement are reserved by Licensor. The Software and documentation are protected by copyright and other intellectual property laws and by international treaties.
- 3.3. For SINGLE LICENSES, the Software may be used on the central processing unit (the "Licensed CPU") originally designated for installation, and only at the specific location to which the Software is delivered. The Software may be accessed by any computer at the specific location to which the Software is delivered, but may not be accessed from remote sites.
- 3.4. For SITE LICENSES, the Software may be used and accessed by any computer at the specific location to which the Software is delivered, but may not be accessed from remote sites. The Software may not be electronically or otherwise transferred to a different physical location.
- 3.5. If Licensee desires to use the Software for additional simultaneous users, at another site, or on a different Licensed CPU, Licensee shall secure Licensor prior approval, which may be granted subject to additional charges.
- 3.6. For PERMANENT LICENSES, the term of the license is perpetual unless otherwise specified in other legally binding document(s) accepted mutually by both Licensor and Licensee. The license shall remain in effect for such term unless terminated by either party as set forth in Section 11. For a period of one (1) year from the download of the Software, Licensor will provide maintenance services as described in Section 5 unless otherwise agreed by the parties; the maintenance service fee for this period is included in the cost of the license.
- 3.7. For RENT LICENSES, the term of the license is annual unless otherwise specified in other legally binding document(s) accepted mutually by both Licensor and Licensee. The license shall remain in effect for such term unless terminated by either party as set forth in Section 11. For a period of one (1) year starting from the download of the Software, Licensor will provide both maintenance services and update services, as described in Section 5 and Section 6, unless otherwise agreed by the parties; the maintenance service fee for this period and the update service fee for this period are included in the cost of the license. After one (1) year starting

from the download of the Software, the license shall expire and the Software shall not be usable anymore. Thereafter, upon payment of the renewal fee by Licensee, the term of the license will be provided for twelve-month periods unless terminated by either party upon thirty (30) days written notice prior to the renewal date. In that respect, Licensor undertakes to notify Licensee, at least sixty (60) days before the end of the current twelve-month period, of the renewal fee for the next period. The maintenance service fee for this period and the update service fee for this period are included in the renewal fee. Renewal fees are payable in advance on the anniversary date of the order. Licensor reserves the right to change its renewal fee, at its sole discretion. Additional charges apply to initiate maintenance for Software that has not been under continuous maintenance since installation.

- 3.8. EVALUATION LICENSES are intended only for evaluating the product performances and functionalities. For EVALUATION LICENSES, Licensee agrees that it will use the Software relating thereto solely for evaluation purposes.

4. ACADEMIC LICENSE POLICY

- 4.1. ACADEMIC LICENSE is designed to foster and support bona fide Academic research. To this end Licensor provides a discount on the ACADEMIC LICENSE prices. If the Academic licensing policy is respected, there is no expiration for an ACADEMIC LICENSE.
- 4.2. ACADEMIC LICENSE is contingent on the eligibility of the Licensee, determined solely by Licensor, based on Academic Licensing Policy, and contingent on the continued accuracy of the pertinent information provided by the Licensee. Any determination of Academic eligibility, and Academic Licensing Policy, including pricing, may be changed at any time without prior notice, at Licensor sole discretion. Only university research groups are eligible for ACADEMIC LICENSE. Not all university research groups are eligible for ACADEMIC LICENSE.
- 4.3. Licensor issues ACADEMIC LICENSE for non-commercial use only. Licensor recognizes the complexity and diversity of Academic and commercial activities among nominally Academic and commercial organizations, and will endeavour to support academics as much as possible without compromising Licensor's commercial interests.
- 4.4. ACADEMIC LICENSE is intended only for research from which any resulting intellectual property remains in the public domain. Research done with the Software which is intended to lead to a commercial product/service or for which any of the resulting intellectual property is expected to be held by or licensed to a private corporation, is not eligible for the ACADEMIC LICENSE, regardless of the nature of the institution at which the research is completed.
- 4.5. In cases where a research project is represented as Academic, in good faith or otherwise, for which an ACADEMIC LICENSE is used, and any data, intellectual property or products resulting from the research project are subsequently commercialized, the ACADEMIC LICENSE agreement will have been breached. Since the Software has been used for commercial purposes, the Licensee agrees to compensate Licensor based on the commercial list prices of the Software at the time the ACADEMIC LICENSE was executed.
- 4.6. Licensor will determine ACADEMIC LICENSE eligibility on a research group specific case basis. Thus, ACADEMIC LICENSES will only apply to the research group of a specific individual (principal investigator). Licensee may install and use the Software on three (3)

computers at the research site. Licensee may not allow anyone other than the principal investigator and the immediate members of the research group to use the Software. The Software may be accessed by any computer at the specific research site, but may not be accessed from remote sites.

- 4.7. Licensors reserves the right to change its Academic Licensing Policy at any time, at its sole discretion, without prior notice. If any such changes are unacceptable to the Licensee, the ACADEMIC LICENSE shall be immediately terminated.

5. SOFTWARE MAINTENANCE

- 5.1. Maintenance service under this Agreement includes commercially reasonable electronic mail assistance and consultation to assist Licensee in resolving problems with the use of the Software, including the verification, diagnosis, and correction of material errors and defects in the Software. Maintenance service does not include new products sold separately by Licensors, and such products must be separately licensed by Licensors.
- 5.2. Maintenance will be provided for the current release of the Software on computer platforms that Licensors commercially supports; prior releases shall be maintained.

6. SOFTWARE UPDATE

- 6.1. Update service under this Agreement includes new releases, corrections, enhancements, and improvements to the Software and related documentation that are made by Licensors during the applicable update period.

7. DISCLAIMER OF WARRANTY

- 7.1. This Software is provided "AS IS" without warranty of any kind, either expressed or implied. Neither Licensors nor its suppliers warrant that the software or any use of the software or equipment will be uninterrupted or error-free. The entire risk as to the quality and performance of the Software is with the Licensee. Should the Software prove defective, Licensee assumes the cost of all necessary servicing, repair or correction. In no event shall the author, copyright holder or any other party who may redistribute the Software be liable to the Licensee for damages. This includes any general, special, incidental or consequential damages arising out of the use or inability to use the Software (including, but not limited to, loss of data, data being rendered inaccurate, loss of business profits, loss of business information, business interruptions, loss sustained by you or third parties, or a failure of the Software to operate with any other software) even if the author, copyright holder or other party has been advised of the possibility of such damages.

8. LIMITATION OF LIABILITY

- 8.1. In no event will Licensors aggregate liability to Licensee or any third party for any losses or damages that arise out of the performance or breach of this agreement (except as stated in Section 9), whether in contract, tort, or other form of action, exceed the total fees paid to licensors under this agreement. In no event shall Licensors be liable for any direct or indirect

damages, including, but not limited to, lost profits, loss of goodwill, data loss, business disruption, or computer failure. Licensee acknowledges that the license fees reflect the allocation of risk set forth in this agreement and that licensor would not enter into this agreement on the terms hereof without these limitations on its liability.

9. NON-DISCLOSURE; ALTERATIONS; COPIES

- 9.1. Licensee acknowledges and agrees that the Software, its structure, organization, source code and related documentation are valuable and proprietary trade secrets of Licensor. Licensee shall (i) maintain the confidentiality of the Software, using, at a minimum, the same safeguards afforded its own confidential, proprietary trade secrets, but in no event less than reasonable care; (ii) not disclose, provide, transfer, rent, sublicense, or otherwise make available any portion of the Software to any third party, without first obtaining Licensor's written consent. Licensee's non-disclosure obligation shall not apply to information now or hereafter in the public domain through no fault of Licensee, information in the possession of Licensee prior to disclosure by Licensor, information properly obtained without restriction from a third party who is not bound by an obligation of confidentiality to Licensor, or information independently developed by Licensee without reference to the Software.
- 9.2. Licensee shall not (i) alter, modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works from the Software, nor take any other steps intended to produce a source language statement of the Software or any part thereof without Licensor's express prior written consent; (ii) rent, lease, grant a security interest in, or otherwise transfer rights of the Software ; (iii) manipulate or alter the components that make up this Software in any way; (iv) repackage the files that come with this Software ; (v) make the Software publicly or privately available (including, but not limited to, uploading to publicly accessible archives, mirroring and distribution of the Software on CD-ROM, floppy disk or similar media) unless specifically and explicitly licensed by the Licensor to do so; (vi) use parts of this Software in order to enhance competing products; (vii) remove any proprietary notices or labels on the Software.
- 9.3. Licensee is authorized to copy the Software solely for backup, archival, and disaster recovery purposes and only to the minimum extent necessary to accomplish such purposes. Licensee shall not remove any copyright or proprietary rights notices from the Software and shall reproduce all such notices on any copies that it makes. Licensee is prohibited from copying, in whole or in part, any Software documentation or training materials.
- 9.4. The obligations of this Section 9 shall survive termination of this Agreement or any license granted hereunder.

10. INFRINGEMENT INDEMNIFICATION

- 10.1. Licensor shall at its expense defend Licensee against any claim, and shall indemnify and hold Licensee harmless from any final judgment, that a current, unmodified copy of the Software infringes an Italian or International patent or copyright, provided that (i) Licensor is given prompt written notice of any such claim, (ii) Licensor shall have sole control of the settlement or defence of any action against Licensee to which this indemnity applies; and (iii) Licensee cooperates with Licensor, at Licensor's expense, in every reasonable way to facilitate such defence.

10.2. Should the use of the Software be enjoined, or should Licensor desire to minimize its liabilities hereunder, Licensor shall have the right, at its sole option and expense, to secure the right for Licensee to continue use of the Software or to replace or modify the Software to make it no infringing. If such remedies are not reasonably available, Licensee shall be entitled to a prorated refund of the License Fee paid for such Software based on a five-year amortization. The foregoing sets forth the entire liability of Licensor and Licensee's sole and exclusive remedy with respect to claims of infringement arising from Licensee's use of the Software.

11. TERMINATION

11.1. Licensor has the right to terminate this License Agreement and Licensee's right to use this Software upon any material breach by Licensee.

11.2. If either party breaches a provision of this Agreement, the other party may give written notice of default. If the breaching party fails to cure the breach within sixty (60) days, this Agreement may be terminated immediately by the other party. In the event that Licensee breaches any of the licensing or confidentiality provisions of this Agreement, this Agreement shall terminate immediately upon written notice by Licensor. Failure to pay any or all fees due hereunder shall constitute a material breach of this Agreement.

11.3. Upon any termination of this Agreement, all licenses granted hereunder shall cease, and Licensee shall make no further use of the Software and shall either return to Licensor or destroy originals and all copies of the Software and supporting materials. No refunds or credits will be due Licensee.

12. GENERAL

12.1. Licensee may not assign or transfer its rights, liabilities or obligations under this Agreement without the prior written consent of Licensor, except by operation of law in the case of merger, acquisition, or consolidation.

12.2. All notices required hereunder shall be in writing and sent by certified mail, express mail, or via electronic means agreed-upon by the parties, such as facsimile, to the addresses written above, or such other address as noticed to the parties.

12.3. Licensee acknowledges that the Software licensed under this Agreement contains valuable trade secrets and proprietary information of Licensor and/or of the intellectual rights owners of the Software, that any actual or threatened breach of the licensing terms of this Agreement will constitute immediate, irreparable harm for which monetary damages would be an inadequate remedy, and that Licensor may, in addition to any other remedy under this Agreement, seek injunctive or other appropriate equitable relief as remedy for such breach.

12.4. This Agreement shall be governed by and interpreted under the substantive laws of Italy; as such laws apply to contracts between residents in Italy performed solely and entirely within Italy. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from this Agreement. Any action or proceeding arising from or relating to this Agreement may be brought in the court of Milan (Italy) and each party irrevocably

submits to the jurisdiction and venue of such court in any such action or proceeding. In any such action or proceeding, the prevailing party, will be entitled to receive its costs and reasonable attorney's fees in addition to any other relief it may receive.

- 12.5. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and such decision shall not affect the validity or enforceability of any or all of the remaining provisions.
- 12.6. Licensee agrees to comply with all applicable laws and regulations in its performance under this Agreement. Licensee acknowledges that the Software may be subject to Italian Export controls, and agrees not to export the Software or any product supplied by Licensor or any part or direct product thereof in violation of Italian or E.U. Export regulations. In furtherance of these obligations, Licensee hereby represents, warrants and covenants that it will not use, or authorize or permit any other person, firm, corporation or other entity to use, the Software or make the Software available for use in connection with the design, development, production, stockpiling or use of any chemical or biological weapons. Licensee agrees to defend, indemnify, and hold harmless Licensor from and against any violation of such laws or regulations by Licensee or any of its respective agents, officers, directors, or employees. This indemnity provision shall survive any termination of this Agreement.
- 12.7. If the Software is used by Licensee to obtain results that are published in a scientific journal or other publication, Licensee will acknowledge its use of the Software with an appropriate citation, which shall include Licensor's full corporate name, the name of the Software product used as well as the names of the owners of the intellectual property rights of the Software used.
- 12.8. This Agreement may be modified only in writing signed by both parties. Terms and conditions on any Licensee purchase order or other ordering document shall not be deemed to modify this Agreement, and are hereby replaced and superseded by the terms and conditions of this Agreement. Additional purchases of Software licenses by Licensee without execution of another agreement will be governed by the terms of this Agreement unless the parties otherwise agree in writing. The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver of the right to assert or rely upon any such terms on any future occasion.
- 12.9. This Agreement and any attachments and addenda or other legally binding document(s) constitute the entire agreement between the parties with respect to the subject matter hereof (attachment A and any future attachment A signed by Licensor and Licensee are expressly incorporated by reference into this agreement) and supersedes any prior or contemporaneous representations, promises, warranties, or understandings between the Parties.
- 12.10. This Agreement shall be considered accepted and shall become effective by the Licensee's use of the Software.

ATTACHMENT A
LICENSING AND PURCHASING AGREEMENT

Prices of licenses described in the licensing and purchasing agreement:

SINGLE PERMANENT LICENSE: 6000 Euro

SITE PERMANENT LICENSE: 10000 Euro

SINGLE RENT LICENSE: 4000 Euro for the first year, 1500 Euro next years

SITE RENT LICENSE: 7000 Euro for the first year, 2500 Euro next years

ACADEMIC PERMANENT LICENSE: 900 Euro