All provisions are subject to addition, elimination, or revision by either party. All communications and discussions are tentative until execution of a written agreement by both parties.

LICENSE AGREEMENT

Case Western Reserve University – <COMPANY>

This Agreement (hereinafter "Agreement") entered into as of this <DATE> ("Effective Date") by and between Case Western Reserve University, an Ohio non-profit corporation, having a principal place of business at 10900 Euclid Avenue, Cleveland, Ohio 44106 ("CWRU") and <COMPANY>, a <STATE> corporation, having a principal place of business at <ADDRESS> ("Licensee").

WITNESSETH

WHEREAS, CWRU owns certain rights in certain technology relating to <TITLE> and applications thereof and is interested in licensing same;

WHEREAS, Licensee desires to acquire rights in and to the technology upon the terms and conditions herein set forth;

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

1. DEFINITIONS

1.1 The term "Biological Materials" shall mean any biological materials created through use of any Licensed Technology or supplied by CWRU together with any Progeny, or Unmodified Derivatives thereof created by Licensee. CWRU may supply Biological Materials to Licensee pursuant to a separate materials transfer agreement to be negotiated in good faith by the parties that, among other terms, will incorporate the license terms of this Agreement by reference.

1.2 The term "BLA" shall mean a Biological License Application submitted under 21 C.F.R. §601.2.

1.3 The term "BLA Approval" shall mean the grant by the FDA under 21 C.F.R. §601.20 or §601.40 of the right to market commercially and distribute a Licensed Product(s) within the United States after completion of a Phase III Clinical Trial.

1.4 The term "Clinical Trial" shall mean the use of a Licensed Product(s) in human subjects in accordance with 21 C.F.R. Part 312.

1.5 The term "Complete Phase I" shall mean the date on which the Food & Drug Administration and the Licensee agree that sufficient data and information have been submitted to the FDA to permit the initiation of a Phase II Clinical Trial of a Licensed Product(s) without requiring the conduct of further Clinical Trials or the submission of additional data or information.

1.6 The term "Complete Phase II" shall mean the date on which the Food & Drug Administration and the Licensee agree that sufficient data and information have been submitted to the FDA to permit the initiation of a Phase III Clinical Trial of a Licensed Product(s) without requiring the conduct of further Clinical Trials or the submission of additional data or information.

1.7 The term "Complete Phase III" shall mean the date on which the Food & Drug Administration and the Licensee agree that sufficient data and information have been submitted to the FDA to permit the initiation of a BLA of a Licensed Product(s) without requiring the conduct of further Clinical Trials or the submission of additional data or information.

1.8 The term "Copyrights" shall mean CWRU's copyrights in the Licensed Technology.

1.9 The term "Derivative" shall mean intellectual property developed by Licensee, which includes, or is based in whole or in part on, the Licensed Technology, including, but not limited to computer software, translations of the Licensed Technology to other foreign languages, adaptation of the Licensed Technology to hardware platforms, abridgments, condensations, revisions, and software incorporating all or any part of the Licensed Technology which may also include Licensee-created modifications, enhancements or other software. Licensee shall be entitled to establish all proprietary rights for itself in the intellectual property represented by Derivatives (but not the Licensed Technology incorporated therein which is not itself a Derivative), whether in the nature of trade secrets, copyrights, patent applications, patents or other rights, provided (a) that Derivatives shall be considered Licensed Technology and subject to the terms of this Agreement, including but not limited to, Royalties, and Field of Use (b) Derivatives may not be made, used, or disposed of prior to the end of twenty (20) years from the Effective Date or the expiration date of the last to expire Patent, whichever comes later, unless the License granted under 2.1 of this Agreement is then in effect, and (c) Licensee shall promptly notify CWRU of Licensee-originated bug fixes to the Licensed Technology, which shall be part of the Licensed Product and owned by CWRU. Any copyright registration by Licensee for Derivatives shall give full attribution to CWRU's Copyrights. CWRU, and any non-profit health care institutions affiliated with CWRU, shall have the right to use Derivatives for research, educational, academic and administrative purposes. If this Agreement terminates or is terminated before the term specified in Section 3 all right, title, and interest in Derivatives shall be transferred to CWRU.

1.10 The term "Dispose" or "Disposition" shall mean the sale, lease or other transfer of Licensed Product(s).

1.11 The term "Dollar", "U.S. Dollar" and "U.S. $" shall mean lawful money of the United States of America.

1.X The term "Equity Securities" shall mean any Common Stock, or any securities convertible or exchangeable into Common Stock, whether debt or equity, but not including any Excluded Issuances.

1.X The term "Excluded Issuances" shall mean issuances or sale by Licensee after the Effective Date of (a) shares of Common Stock issued directly or upon the exercise of options under customary Board approved plans for the benefit of key employees of Licensee and issued pursuant to Licensee's [EQUITY PLAN NAME] or (b) shares of Common Stock issued upon the conversion of convertible securities issued prior to the Effective Date.

1.12 The term "FDA" shall mean the U.S. Food & Drug Administration.

1.13 The term "Field of Use" shall mean <FIELD OF USE>

1.14 The term "Fiscal Quarter" or "Quarter" shall refer to the normal quarterly accounting periods of Licensee; if Licensee does not have normal quarterly accounting periods, then "Fiscal Quarters" shall mean the calendar three months periods commencing with January of each year.

1.15 The term "Foreign Equivalent" shall mean the performance or occurrence of activities in non-U.S. jurisdictions similar to the performance or occurrence of activities in the United States covered by the terms "Clinical Trial," "Initiate Phase I Clinical Trial," "Complete Phase I Clinical Trial," "Phase II Clinical Trial," "Initiate Phase II Clinical Trial," "Complete Phase II," "Phase III Clinical Trial," "Initiate Phase III Clinical Trial," "Complete Phase III Clinical Trial," "BLA," "BLA Approval," and "Regulatory Approval," as each such term is defined in this Article.

1.16 The term "Initiate Phase I Clinical Trial" shall mean the date a human subject is first enrolled in a Phase I Clinical Trial.

1.17 The term "Initiate Phase II Clinical Trial" shall mean the date a human subject is first enrolled in a Phase II Clinical Trial.

1.18 The term "Initiate Phase III Clinical Trial" shall mean the date a human subject is first enrolled in a Phase III Clinical Trial.

1.19 The term "Launch" shall mean the same as Product Launch.

1.20 The term "Licensed Product" or "Product" shall mean any product, service and/or process which constitutes, is based on, incorporates or utilizes, wholly or in part, Licensed Technology, any and all Derivatives and/or any and all Biological Materials.

1.21 The term "Licensed Technology" or "Technology" shall mean (i) the technology described in Attachment A on an "as is" basis on the Effective Date; (ii) the trade secrets, know-how, design architecture and the software and algorithm related to the technology described in Attachment A, including related code and related Copyrights, on an "as is" basis on the Effective Date; (iii) any claims issuing on Patents covering the foregoing parts i or ii; (iv) Derivatives; and (v) Biological Materials.

1.22 The term "Net Sales" shall mean the total Revenues received from the manufacture use or Disposition of Licensed Products, less the total of all:

a. discounts allowed in amounts customary in the trade;
b. sales tariffs, duties and/or taxes imposed on the Licensed Products;
c. outbound transportation prepaid or allowed; and
d. amounts allowed or credited on returns.

No deduction shall be made for commissions paid to individuals (whether independent sales agents or persons regularly employed by Licensee).

1.23 The term "Non Royalty Sublicensing Income" or "NRSI" shall mean all non royalty considerations received by Licensee related to a sublicense agreement. NRSI would include but not be limited to all sublicense issue fees, maintenance fees and non sales related sublicense milestone payments received by Licensee directly related to the sublicensing by Licensee of rights to commercialize Licensed Product(s).

1.24 The term "Patent(s)" shall mean any patent, continuation, continuation-in-part, divisional, or reissue in the U.S.A. or in any other country, which issues to CWRU and is based on intellectual property in existence at the date of the signing of this Agreement or which issues to Licensee and constitutes a Derivative.

1.25 The term "Phase I Clinical Trial" shall mean a Clinical Trial of a Licensed Product in which human subjects are exposed to or treated with such Licensed Product primarily for the purpose of evaluating safety and tolerability.

1.26 The term "Phase II Clinical Trial" shall mean a Clinical Trial either (i) designed to provide a preliminary evaluation of the activity or effectiveness, common short-term side effects, risks, or other characteristics of a Licensed Product for particular indications; or (ii) as otherwise indicated as being a Phase II Clinical Trial in its protocol.

1.27 The term "Phase III Clinical Trial" shall mean the agreement by the FDA and the Licensee that a Clinical Trial which the FDA and Licensee agree is "adequate and well-controlled" as those terms are defined in 21 C.F.R. § 314.126 in its design and conduct to demonstrate whether a Licensed Product(s) has sufficient safety and effectiveness as necessary for BLA Approval of such Licensed Product(s).

1.28 The term "Prime Rate" shall mean the interest rate per annum announced from time to time by Key Bank, Cleveland, Ohio, as its prime rate.

1.29 The term "Product Launch" shall mean the initial delivery to an end user of a Licensed Product(s) that is subject to, and in accordance with, a BLA Approval for such Licensed Product(s).

1.30 The term "Progeny" shall mean an unmodified descendant of Biological Material, such as virus from virus, cell from cell, or organism from organism, and any immediate or

remote progeny of or descendant from organisms or cell lines containing the same genetic mutation(s) or lesion(s) as the Biological Material

1.31 The term "Regulatory Approval" shall mean FDA approval or Foreign Equivalent.

1.32 The term "Revenue" shall mean the U.S. Dollar value of all consideration realized by Licensee for the Disposition of Licensed Product(s).

1.33 The term "Royalties" shall mean Disposition royalties which are calculated as a percentage of Net Sales and will be payable by Licensee to CWRU under the provisions of this Agreement.

1.34 The term "Submit a BLA" shall mean the initial filing of a BLA with the FDA or Foreign Equivalent.

1.35 The term "Third Party(ies)" shall mean any party other than the Licensee or CWRU.

1.36 The term "Unmodified Derivative" shall mean substances created by Licensee which constitute an important unmodified functional sub-unit or expression product of Biological Material, e.g., subclones of unmodified cell lines, purified or fractionated sub-sets of Biological Material such as novel plasmids or vectors, proteins expressed as DNA or RNA, or antibodies secreted by a hybridoma.

1.37 The term "Year" refers to contract years of the License Agreement, i.e., a 12-month period starting with the date (or anniversary) of the Effective Date of the License Agreement.

2. LICENSE GRANT

2.1. CWRU hereby grants to Licensee, and Licensee hereby accepts, an exclusive, world-wide right to use the Licensed Technology to make, have made, use and Dispose of Licensed Products and to create Derivatives and/or Biological Materials for the Field of Use.

2.2 CWRU hereby grants to Licensee the right to grant sublicenses, provided that: (i) the sublicensee agrees to abide by and be subject to all the terms and provisions of this Agreement applicable to Licensee and that the economic return to CWRU from the Disposition of Licensed Products be not less than the economic returns would be if such Disposition had been by Licensee; (ii) the sublicensee shall have no further right to grant sublicenses under this Agreement; (iii) in the event any sublicensee (or any entity or person acting on its behalf) initiates any proceeding or otherwise asserts any claim challenging the validity or enforceability of any Patent in any court, administrative agency or other forum, Licensee shall, upon written request by CWRU, terminate forthwith the sublicense agreement with such sublicensee, and the sublicense agreement shall provide for such right of termination by Licensee; (iv) the sublicense

agreement shall provide that, in the event of any inconsistency between the sublicense agreement and this Agreement, this Agreement shall control; (v) Licensee remains fully liable for the performance of its and its sublicensee's obligations hereunder; (vi) Licensee notifies CWRU of any proposed grant of a sublicense and provides to CWRU, upon request, a copy of any proposed sublicense agreement seven (7) business days prior to execution thereof; and (vii) no such sublicense or attempt to obtain a sublicensee shall relieve Licensee of its obligations under Section 4 hereof, nor relieve Licensee of its obligations to pay CWRU any and all license fees, royalties and other payments due under the Agreement. In addition, Licensee shall also provide CWRU with a copy of the executed sublicense within seven (7) days after its execution.

2.3 CWRU, and any non-profit health care institutions affiliated with CWRU, shall have the right to use, free of charge, any product or process, developed by Licensee which contains or is based on any of Licensed Technology, and/or Derivatives, for research (including but not limited to clinical research by itself or in conjunction with a healthcare institution), educational, academic, or administrative purposes.

2.4 No provision of this Agreement shall restrict CWRU's ability to conduct further research and development in the area of Licensed Technology or other areas.

2.5 All Licensed Products shall be manufactured, sold and performed by Licensee in compliance with all applicable governmental laws, rules and regulations. Licensee shall keep CWRU fully informed of, and shall move expeditiously to resolve, any complaint by a governmental body relevant to Licensed Products, except for complaints subject to the Section of this Agreement entitled "Infringement".

2.6 CWRU retains the right, exercisable in the reasonable discretion of CWRU and upon advance notice to Licensee, to grant nonexclusive licenses under the Licensed Technology in the Field of Use to Third Parties as a means to resolve disputes or settle claims, suits or proceedings arising out of allegations of infringement of the intellectual property rights of the Third Party. Each party shall promptly notify the other parties hereto of its receipt of any such allegations. Nothing in this Section 2.6 shall be construed as obligating CWRU to resolve any dispute or to settle or defend any claim, suit or proceeding arising out of Licensee's manufacture, use or sale of Licensed Products. If CWRU grants such non-exclusive license, the parties will negotiate in good faith to modify terms of this License Agreement, if necessary to address in an equitable manner the economic consequences of such non-exclusive license. CWRU retains the right to grant either exclusive or non-exclusive licenses for the Licensed Technology in fields of use other than the Field of Use for which the license hereunder is granted.

2.7 If Licensed Technology was supported under a United States Government funding agreement, then (a) the United States Government has been or will be granted licensing rights as required under the terms of those federal agreements, (b) all rights and requirements of the United States Government and others under Public Law 96-517, and Public Law 98-620, including but not limited to government purpose license, march-in rights, and obligations to provide materials to other researchers shall remain and shall in no way be affected by this Agreement and any right granted in this Agreement greater than that permitted under Public Law 96-517, or Public Law 98-620, shall be subject to modification as may be required to conform to

the provisions of those statutes, and (c) products sold in the United States of America, embodying or produced through use of Licensed Technology, will be manufactured substantially in the United States of America, unless a waiver has been obtained from the federal funding agency under whose funding agreement the Licensed Technology was generated.

2.8 Retained Rights to the Licensed Technology. Notwithstanding the license granted in this Agreement, CWRU, and any non-profit health care institutions affiliated with CWRU, shall retain all rights to use the Licensed Technology for non-commercial research (including but not limited to clinical research by itself or in conjunction with a healthcare institution), educational, academic, or administrative purposes, even in the Field of Use.

2.9 Supply of Research Materials. At Licensee's expense, and subject to a materials transfer and confidentiality agreement to be negotiated in good faith by the parties, Licensee will provide to CWRU reasonable quantities of all research materials produced, or in the future developed, by the Licensee for the use by CWRU in a manner consistent with Section 2.8 above. CWRU shall not use such research materials in a manner detrimental to the Licensee's legitimate commercial interests in the Licensed Technology granted under this Agreement or transfer such research materials to any Third Party(ies) obtained under this Section 2.9 without the prior written consent of the Licensee. Commercializing or seeking to commercialize such research materials and their derivatives within the Field of Use shall be deemed "detrimental to the Licensee's commercial interests" within the intent of this Section.

2.10 Right of First Preference for CWRU-based Clinical Studies. The Licensee will use commercially reasonable efforts to ensure that, under financial terms that are customary and reasonable and in accordance with the Licensee's standard clinical research terms, CWRU and its affiliated hospitals have, subject to applicable FDA and governmental regulations and policies pertaining to conflicts, a right of first preference: (i) to conduct the initial clinical study; (ii) to be included in all subsequent clinical studies of the Licensed Product(s); and (iii) to be the first centers to use the Licensed Product(s) as commercial products in the care of human patients.

(a) The Licensee shall offer CWRU the preference rights specified in Sections 2.10 (i) and 2.10 (iii) above before approaching any Third Party(ies). If the Licensee and CWRU cannot agree on the financial terms associated with each such preference right within thirty (30) days of commencement of discussions, the Licensee shall have the right to negotiate with other Third Party(ies) regarding such initial clinical studies.

(b) With the exception of the preference right specified in Section 2.10, none of the rights specified in Section 2.10 granted CWRU prohibit the Licensee from negotiating with Third Party(ies) in connection with conducting clinical studies of the Licensed Product(s).

3. TERM OF THIS AGREEMENT

The term of this Agreement shall conclude at the end of twenty (20) years from the Effective Date of this Agreement, or on the expiration date of the last-to-expire Patent,

whichever comes later, unless otherwise terminated pursuant to another provision of this Agreement.

4. DUE DILIGENCE

4.1 Licensee shall use its best efforts to effect introduction of Licensed Technology into the commercial market as soon as possible; thereafter, until the termination of this Agreement, Licensee shall use its best efforts to market and maintain reasonable availability of the Licensed Technology for distribution to, and use by, the public.

4.2 Licensee shall, at a minimum, achieve the following milestones ("Diligence Milestones"):

(a) On or before the <NUMBER> anniversary of the Effective Date, <INITIATE/COMPLETE> Phase I Clinical Trials (or Foreign Equivalent) of a Licensed Product.

(b) On or before the <NUMBER> anniversary of the Effective Date, <INITIATE/COMPLETE> Phase II Clinical Trials (or Foreign Equivalent) of a Licensed Product.

(c) On or before the <NUMBER> anniversary of the Effective Date, <INITIATE/COMPLETE> Phase III Clinical Trials (or Foreign Equivalent) of a Licensed Product.

(d) On or before the <NUMBER> anniversary of the Effective Date, submit a BLA or other marketing application (or Foreign Equivalent) of a Licensed Product.

(e) On or before the <NUMBER> month after receipt of BLA or other marketing application approval (or Foreign Equivalent), but no later than the <NUMBER> year anniversary of the Effective Date, launch a License Product.

4.3 Licensee's default in performance in accordance with Section 4 herein shall be grounds for CWRU to terminate this Agreement pursuant to the Section entitled "Termination".

5. ROYALTIES

5.1 Royalties payable by Licensee to CWRU shall be <PERCENTAGE>% of Net Sales prior to the expiration of the last to expire Patent and <PERCENTAGE>% of Net Sales thereafter.

5.2 Licensee shall pay CWRU [X]% of all NRSI according to the following schedule:

5.3 Licensee shall pay CWRU a non-refundable up-front fee of <UP FRONT FEE>, due and payable thirty (30) days after the Effective Date of this Agreement. This up-front fee will not be credited against any other amounts due under this Agreement.

5.4 Upon the Effective Date, CWRU shall be issued [X] shares of common stock, no par value per share ("Common Stock"), equaling [X] percent (X%) of founding-round shares in Licensee, on a fully diluted basis taking into account any Equity Securities then issued and outstanding. Licensee shall deliver, or cause to be delivered, to CWRU a stock certificate, duly signed by appropriate officers of Licensee and issued in CWRU's name, representing all of the shares required to be issued to CWRU during that period. As anti-dilution protection, upon Licensee's issuance of any Equity Securities after the Effective Date, Licensee will issue to CWRU Common Stock sufficient for CWRU to preserve, without cost to CWRU, its [X] percent (X%) share of the fully diluted Common Stock of Licensee ("CWRU Anti-Dilution Stock") until such time as Licensee has issued Equity Securities for an aggregate fully paid subscription price in an amount exceeding [Y] million dollars ($Y,000,000) (the "CWRU Anti-Dilution Cap"). In the event that Licensee issues Equity Securities in one or more related offerings the result of which equals or exceeds the CWRU Anti-Dilution Cap, Licensee will issue CWRU Anti-Dilution Stock relating to all issued Equity Securities up to the CWRU Anti-Dilution Cap. For the avoidance of doubt, CWRU shall be entitled to the CWRU Anti-Dilution Stock only upon the conversion or exchange into Common Stock of convertible or exchangeable Equity Securities and CWRU shall be entitled to such Anti-Dilution Stock if such Equity Securities are converted before or after the time the CWRU Anti-Dilution Cap is reached. After Licensee issues Equity Securities exceeding the CWRU Anti-Dilution Cap, CWRU and/or its Assignee (as defined below) will have pre-emptive rights at then current valuations thereafter until a firm commitment underwritten initial public offering of not less than $_____ million, and that lists the common stock of Licensee on a national securities exchange and that values Licensee in excess of [Z] million dollars ($[Z],000,000) ("Qualified IPO"), on a pre-money basis, or a sale of Licensee for greater than [Z] million dollars ($[Z],000,000) ("Qualified Sale") has occurred. The term "Assignee: means (a) any entity to which CWRU's participation rights under this section have been assigned either by the University or another entity or (b) any entity that is controlled by CWRU. Further, until (a) such a Qualified IPO or Qualified Sale has occurred, or (b) the cumulative fully diluted ownership percentage of CWRU and its inventors falls below [A] percent ([A]%) of Licensee, CWRU shall have the right, but not the obligation, either: (a) to appoint one observer to attend and participate in, but who will not have any voting rights with respect to, all meetings of the managing board of directors of Licensee (the "Board"), all committees of the Board and all sub-committees of the Board (the "Board Observer"); or (b) to appoint a director of the Licensee's Board (the "Board Director"). The Board Observer will

have the right to receive all meeting materials sent to the members of the Board, committee members and subcommittee members and to receive all notices of meetings of the Board. If Licensee, at any time while this Agreement is in force and effect, by reclassification of securities or otherwise (including, but not limited to, a "reincorporation," merger with or into a wholly owned subsidiary of Licensee, an exchange or stock swap or another type of reorganization or recapitalization), shall change or exchange its Common Stock into (or for) different securities of another class or classes or ceases to have common stock, then CWRU's rights hereunder shall thereafter represent the right to acquire such number and kind of securities as would have been issuable as the result of such change with respect to the securities that were subject to the Agreement immediately prior to such reclassification or other change. All such adjustments shall be made so as to equitably adjust CWRU's rights hereunder.

5.5 Licensee shall pay CWRU a minimum royalty of <MINIMUM ROYALTY> per year ("*Annual Minimum Royalty*"), payable on each anniversary of the Effective Date. The Annual Minimum Royalty shall be credited against the Royalties payable in a Year. If Licensee's Net Sales for a Year equal or exceed X Dollars ($X) the minimum royalty per year shall increase to Y Dollars ($Y) per year on the following anniversary of the Effective Date and subsequent Years. If Licensee's Net Sales for a Year equal or exceed X^1 Dollars ($\$X^1$) the minimum royalty per year shall increase to Y^1 Dollars ($\$Y^1$) per year on the following anniversary of the Effective Date and subsequent Years.

5.6 Annual Minimum Royalty payments are to be adjusted by the cumulative percentage change in the CPI-W Consumer Price Index between the December preceding the Effective Date and the December preceding the date on which the payment in question is payable.

5.7 Milestone Payment Amounts. The Licensee will make a payment to CWRU within thirty (30) days of each occurrence of the achievement of a Milestone as follows:

MILESTONE	MILESTONE PAYMENT AMOUNT
<INITIATE/COMPLETE> Phase I Clinical Trial	$ <FEE> and <NUMBER> shares of Common Stock
<INITIATE/COMPLETE> Phase II Clinical Trial	$<FEE> and <NUMBER> shares of Common Stock
<INITIATE/COMPLETE> Phase III Clinical Trial	$<FEE> and <NUMBER> shares of Common Stock
BLA Approval	$<FEE> and <NUMBER> shares of Common Stock
Product Launch	$<FEE> and <NUMBER> shares of Common Stock

This Section shall be construed as requiring separate Milestone payments for each and every Licensed Product that is subject to a Clinical Trial, BLA Approval and/or Product Launch and shall not be construed as limiting the number of times each Milestone can be achieved and for which payment is required. For example, $<FEE> and <NUMBER> shares of Common Stock shall be paid to CWRU for each Phase I Clinical Trial that is initiated.

5.8. Milestone Cure. If the Licensee fails to achieve any Diligence Milestone under Section 4.2, the Licensee has the right to cure such failure as provided under Section 11.2 of this Agreement. Upon expiration of the pertinent cure period, and in lieu of termination, CWRU, at its sole option upon sixty (60) days prior written notice, may convert the Licensee's exclusive license under this Agreement into a non-exclusive license and may grant non-exclusive licenses and other rights to the Licensed Technology to Third Parties, even in the Field of Use, whether such be commercial entities, academic institutions or other persons.

5.9. Royalty if Licensee Challenges the Patent(s). Notwithstanding the above, should Licensee bring an action seeking to invalidate any Patent included in the Licensed Technology, Licensee will pay Royalties to CWRU at the rate of two (2) x <Royalty Rate (__%)> of Net Sales during the pendency of such action. These Royalties shall not be refundable. Moreover, should the outcome of such action determine that any claim of a Patent(s) challenged by Licensee is both valid and infringed by a Licensed Product, Licensee will pay Royalties at the rate of three (3) x <Royalty Rate (___%)> of Net Sales thereafter. Further, during the pendency of any action seeking to invalidate any Patent(s) included in the Licensed Technology, Licensee shall not pay Royalties into any escrow or other similar account but shall continue to pay amounts due to CWRU.

6. PAYMENT TERMS

6.1 Royalties shall be paid by Licensee to CWRU, as defined in the Section entitled "Royalties" for each Fiscal Quarter within sixty (60) days of the end of such Fiscal Quarter, until this Agreement expires or is terminated in accordance with this Agreement. If this Agreement terminates before the end of a Fiscal Quarter, the payment for that terminal fractional portion of a Fiscal Quarter shall be made within ninety (90) days of the date of termination of this Agreement.

6.2 All payments hereunder shall be paid in U.S. Dollars and shall be made by wire transfer to Redacted, or by Licensee's check sent in accordance with the Section entitled "Notices".

6.3 All payments including but not limited to Royalties, Annual Minimum Royalties, and Milestone Payments payable hereunder which are overdue shall bear interest until paid at a rate equal to the Prime Rate in effect at the date such payments were due plus four percent (4%) per annum, but in no event to exceed the maximum rate of interest permitted by applicable law. This provision for interest shall not be construed as a waiver of any rights CWRU has as a result of Licensee's failure to make timely payment of any amounts.

7. REPORTS AND AUDITS

7.1 Licensee shall report Quarterly to CWRU its Net Sales and Revenues, which are subject to Royalty payments.

7.2 No later than sixty (60) days after June 30 of each calendar year, Licensee shall provide to CWRU a written annual progress report ("Progress Report") describing progress on research and development, regulatory approvals, manufacturing, sublicensing, marketing and sales during the most recent twelve (12) month period ending June 30 and plans for the forthcoming year. If multiple Licensed Products are being developed, the Progress Report shall provide the information set forth above for each Licensed Product.

7.3 No later than thirty (30) days after the completion of a Diligence Milestone, Licensee shall provide to CWRU a written report on the completion of said Diligence Milestone.

7.4 Licensee shall maintain accurate books and records such that the Royalties due and payable hereunder can be easily ascertained. Such books and records shall be maintained at Licensee's principal place of business and shall be available for inspection by CWRU or its representatives during the normal business day upon not less than ten (10) days prior written notice, provided that CWRU or its representatives agree to protect the confidentiality of the information as to the customers of Licensee.

7.5 Licensee shall make available Licensee's books and records for audit by an accounting firm or representative of CWRU's selection, and Licensee agrees to cooperate fully in any such audit, provided that the auditors agree to protect the confidentiality of the information as to the customers of Licensee. Any such audit shall not be more frequent than annually. In the

event that such audit determines that the amount of Royalties paid to CWRU was in error by more than five (5%) percent, Licensee shall pay the costs of the audit.

8. IMPROVEMENTS AND COLLABORATIONS

8.1 Discussion of technical matters with each other by the parties will not create any rights to ownership of patents, copyrights, mask work rights, trade secrets or other intellectual property rights in solutions to the problem developed solely by employees or agents of the other party hereto.

8.2 Licensee will own all of the right, title and interest (including patents, copyrights, mask work rights, trade secrets and any other intellectual property rights, but excluding Patents) in and to the results of the collaboration between the parties that are developed solely by Licensee employees or agents.

8.3 CWRU will own all of the right, title and interest (including patents, Patents, copyrights, mask work rights, trade secrets and any other intellectual property rights) in and to the results of the collaboration between the parties that are developed solely by CWRU employees or agents.

8.4 All intellectual property which results in Patents or Licensed Technology developed jointly by employees or agents of CWRU and Licensee, and which are not subject to another agreement between CWRU and Licensee, shall be owned by CWRU. Licensee may utilize such jointly developed property pursuant to the terms of this License Agreement. CWRU may issue licenses to others regarding such jointly developed property which result in Patents or Licensed Technology, as long as such licenses do not violate any exclusive license to Licensee then existing under the Section entitled “License Grant”. If any other intellectual property is developed jointly by employees or agents of CWRU and Licensee which would not constitute a Patent or Licensed Technology and which are not subject to another agreement between CWRU and Licensee, CWRU and Licensee shall jointly own (without any duty to account to the other for profits) all right, title and interest (including patents, copyrights, mask work rights, trade secrets, and other intellectual property rights) therein. If any patentable invention which would not constitute a Patent or Licensed Technology arises out of such joint development by employees or agents of CWRU and Licensee, CWRU and Licensee will engage in good faith efforts to mutually agree on whether and how to pursue patent, copyright or mask work protection of the invention in the U.S. and elsewhere.

8.5 Except as provided in this Section, nothing herein shall be deemed to grant any license or rights in any other technology in addition to the Licensed Technology.

9. PATENTS AND OTHER INTELLECTUAL PROPERTY

9.1 CWRU Property. Intellectual property rights to Licensed Technology such as Patent(s), patent(s), and Copyrights which may be obtainable will remain the property of CWRU, subject to the proprietary rights concerning Derivatives provided in Section 1.9. Trademarks existing on the Effective Date of this License Agreement belong to CWRU.

9.2 Licensee shall bear all patenting and other intellectual property protection costs for protection of Licensed Technology. Licensee will reimburse CWRU for all past and future fees and expenses related to such patenting, within thirty (30) days of the receipt of each notification or bill.

9.3 CWRU has applied for, and/or will apply for and prosecute Patent coverage, at Licensee's expense, in any country if so requested by Licensee, for any and all Patents listed in Attachment A, to the extent that such protection is reasonably obtainable.

9.4 CWRU may, at its option and sole discretion and at its own expense, pursue patent, copyright and/or trademark rights for Licensed Technology in any country for which coverage has not been requested by Licensee in accordance with Subsection 9.3 above. If Licensee does not reimburse CWRU for such fees within thirty (30) days of the receipt of each notification, then Licensee shall have no rights under any Patent in that country.

9.5 Licensee shall not contest the validity of the Patents.

10. MARKINGS, TRADEMARKS AND TRADE NAMES

10.1 Licensee shall have included in all sales, marketing literature and invoices relating to Licensed Product, a statement to the effect that "this product or portions thereof is manufactured under license from Case Western Reserve University" and, if applicable, either "Patent Pending" or, if applicable, "U.S. Patent Number <PATENT NUMBER>."

10.2 Licensee shall have marked the appropriate portions of all Licensed Product with any applicable United States of America and foreign Patent numbers in accordance with the applicable laws of the countries in which the materials are intended to be used. Licensee shall neither register nor use any CWRU trademarks or trade names.

10.3 Licensee acknowledges that it does not have any rights or any title whatsoever in or to CWRU's technology, trade name or in or to any of CWRU's trademarks, except as provided under this Agreement. Any reference by Licensee to CWRU beyond the above may only be done with express written permission of CWRU's Executive Director for Technology Management.

11. TERMINATION

11.1 In the event that Licensee defaults in the payment in full of any amount required to be paid under this Agreement on the date such payment is due, in addition to utilizing any other legal and/or equitable remedies, CWRU shall have the right by written notice to Licensee after such default either (i) to terminate the exclusivity, if any, of the license hereunder (by amending the word "exclusive" in the License Grant to read "non-exclusive") without any reduction in any of the payments due from Licensee or (ii) to terminate this Agreement. If CWRU terminates this Agreement pursuant to this Section, Licensee shall still pay CWRU any Annual Minimum Royalties due for the next Year thereafter, notwithstanding termination of

Licensee's rights hereunder. In addition, and subject to Section 1.9, in the event of a termination under this Section, Licensee hereby grants to CWRU a fully paid up, perpetual license to use any Licensee Patent(s) necessary to practice any Patent(s) for research, educational and/or administrative purposes.

11.2 In the event that either party to this Agreement defaults in the performance of any of its obligations hereunder (other than the defaults referred to in Section 4 (Due Diligence) and Section 11.1. (Termination), hereof) and fails to cure such default within thirty (30) days after written notice of such default from such other party, the other party shall have the right by written notice to the defaulting party within sixty (60) days after the expiration of such thirty (30) day period to terminate this Agreement.

11.3 The termination of this Agreement shall not terminate (i) the obligation of Licensee to pay any amounts, which have accrued or which are otherwise to be paid by Licensee under the terms of this Agreement, or (ii) the obligations of Licensee under the Sections entitled "Reports and Audits," "Patents and Other Intellectual Property," "Termination," "Taxes," "Confidentiality and Trade Secrets," "Indemnification," "Insurance," "Dispute Resolution," and "Infringement" hereunder.

11.4 Upon termination of this Agreement, Licensee will immediately discontinue any further use of Licensed Technology and discontinue production of any Licensed Products.

12. TAXES

Licensee shall pay all taxes which may be assessed or levied on, or on account of, the Licensed Technology, Licensed Product made, used or Disposed of hereunder and all taxes (other than taxes imposed by the United States of America or the State of Ohio or jurisdictions within such State) levied on or on account of the amounts payable to, or for the account of, CWRU under this Agreement.

13. NO WARRANTY

ALL LICENSED TECHNOLOGY, INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY OR OTHER PROPERTY OR RIGHTS, GRANTED OR PROVIDED BY CWRU PURSUANT TO THIS AGREEMENT ("DELIVERABLES") ARE PROVIDED ON AN "AS IS" BASIS. CWRU MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, OR MERCHANTABILITY, EXCLUSIVITY OR RESULTS OBTAINED FROM USE. NOR SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER FOR THE OTHER'S INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES SUCH AS LOSS OF PROFITS OR INABILITY TO USE SAID INTELLECTUAL PROPERTY OR ANY APPLICATIONS AND DERIVATIONS THEREOF. CWRU DOES NOT MAKE ANY WARRANTY OF ANY KIND WITH RESPECT TO FREEDOM FROM PATENT, TRADEMARK, OR COPYRIGHT INFRINGEMENT, OR THEFT OF TRADE SECRETS AND DOES NOT ASSUME ANY LIABILITY HEREUNDER FOR ANY INFRINGEMENT OF ANY PATENT, TRADEMARK,

OR COPYRIGHT ARISING FROM THE USE OF DELIVERABLES. LICENSEE AGREES THAT IT WILL NOT MAKE ANY WARRANTY ON BEHALF OF CWRU, EXPRESSED OR IMPLIED, TO ANY ENTITY CONCERNING THE APPLICATION OF OR THE RESULTS TO BE OBTAINED WITH DELIVERABLES.

14. COSTS

All costs and expenses incurred by Licensee in carrying out Licensee's obligations under this Agreement shall be paid by Licensee, and Licensee shall not be entitled to reimbursement from Royalties hereunder or otherwise therefor from CWRU. Licensee shall possess or obtain at its own expense all necessary licenses and permits and shall comply with all laws, ordinances, rules or regulations affecting the exportation, use, and/or sale or transfer of the Licensed Product, Licensed Technology and/or Derivatives.

15. CONFIDENTIALITY AND TRADE SECRETS

15.1 "Confidential Information" shall mean any information relating to the Licensed Technology, the terms of this Agreement (as from time to time amended), Patents, copyrights, algorithms, and software covered by this Agreement or information disclosed to Licensee in connection with performance of this Agreement, provided that such information is marked "Confidential" or designated in writing as "Confidential" within thirty (30) days after disclosure to Licensee. All such information shall be Confidential Information, including information disclosed to Licensee prior to the date of this Agreement, unless such information (i) was already in Licensee's possession prior to the disclosure thereof by CWRU as provided in this Section 15.1; (ii) has been published or is published hereafter, unless such publication is a breach of this Agreement; (iii) is received by Licensee from a Third Party not under an obligation of confidentiality with respect thereto; or (iv) is independently developed by Licensee's employees who did not have access to Confidential Information. In the event that such information shall be established to have been known to Licensee prior to the disclosure thereof by CWRU by reference to any publication thereof by Licensee or by reference to any internal writing or other business record maintained by Licensee in the ordinary course of business, such information shall not be deemed to be Confidential Information for purposes of this Agreement following notification to CWRU of such fact.

15.2 Licensee shall maintain in confidence and shall not disclose to any person not a party hereto, nor shall Licensee use or exploit in any way without CWRU's written agreement, any Confidential Information until three (3) years after the later of the date of the termination of this Agreement or the end of the term of the last to expire Patent, unless such information ceases to be Confidential Information prior to the end of such period through no fault of Licensee or Licensee and CWRU enter into an agreement authorizing same.

15.3 Licensee shall maintain with respect to such Confidential Information a standard of care which is no less than that standard which Licensee maintains to prevent the disclosure of its own most valuable confidential information but in no event shall Licensee exercise less than reasonable care to prevent the disclosure of Confidential Information by its employees or representatives.

15.4 Upon termination of this Agreement for any reason, Licensee agrees to return at once to CWRU, without copying, all originals and copies of all materials (other than this Agreement) containing any Confidential Information.

15.5 For purposes of this Section the term "CWRU" shall include inventors of the Licensed Technology and those working with or under them except that such persons do not have authority to execute an authorizing agreement under Section 15.2.

16. INDEMNIFICATION

Licensee hereby agrees to defend, indemnify and hold harmless CWRU, its trustees, officers, employees, attorneys and agents from any and all claims relating directly or indirectly to this Agreement (and any related losses, expenses or attorney's fees), including but not limited to all claims or demands made against them arising out of or relating to Licensee's and/or any of its sublicensee's use of or conduct regarding Licensed Products, Licensed Technology, Deliverables or Derivatives, and (including but not limited to) any claims of product liability, personal injury, death, damage to property or violation of any laws or regulations.

17. INSURANCE

17.1 Throughout the term of this Agreement and for a period of ten (10) years thereafter, Licensee shall obtain and maintain, in full force and effect and at Licensee's sole cost and expense, one or more insurance policies providing:

(i) Commercial general liability insurance (including, without limitation any event, coverage and any necessary endorsements for products /completed operations, blanket broad form contractual liability as well as for clinical trials if any such trials are to be performed by or on behalf of Licensee) which provides, for each annual policy period, coverage and insurer's liability of no less than the minimum limits specified in Section 17.2 below for injury, death and property damage resulting from each occurrence during the policy period; and

(ii) Worker's compensation insurance in respect of all of Licensee's employees with limits of liability and coverage not less than statutory limits provided by the State of Ohio or other applicable laws and regulations; and

(iii) Automobile liability insurance to cover owned and non-owned automobiles.

17.2 Subject to the further provisions of this Section 17.2, the comprehensive commercial general liability coverage shall have the following minimum limits:

(i) From the Effective Date until the date immediately prior to the Clinical Trial or Product Launch: <AMOUNT> Dollars ($<AMOUNT>) each occurrence; <AMOUNT> Dollars ($<AMOUNT>) general aggregate (other than product liability). Licensee shall have thirty (30) days following the Effective Date to obtain such coverage.

(ii) From the date immediately prior to_____: <AMOUNT> Dollars ($<AMOUNT>) each occurrence, <AMOUNT> Dollars ($<AMOUNT>) general aggregate (other than product liability); <AMOUNT> Dollars ($<AMOUNT>) product liability aggregate.

(iii) From the date immediately prior to _____: <AMOUNT> Dollars ($<AMOUNT>) each occurrence, <AMOUNT> Dollars ($<AMOUNT>) general aggregate (other than product liability); <AMOUNT> Dollars ($<AMOUNT>) product liability aggregate.

(iii) After the date immediately prior to the Product Launch: <AMOUNT> Dollars ($<AMOUNT>) each occurrence; <AMOUNT> Dollars ($<AMOUNT>) general aggregate (other than product liability), <AMOUNT> Dollars ($<AMOUNT>) product liability aggregate.

17.3 CWRU may periodically evaluate the adequacy of the minimum coverage of insurance and deductible limits specified in this Section 17. CWRU reserve the right to require Licensee to adjust the insurance coverage by modifying the types of required coverages, the limits and/or financial rating and/or the method of financial rating of Licensee's insurers as such changes are required of CWRU by its insurance carrier. CWRU shall provide Licensee with reasonable notice, contingent on CWRU receiving timely notice from its insurance carrier, of any proposed modification and, if so requested by Licensee, discuss any proposed modifications in good faith. Should any of the requirements of this Section 17 not be available in the insurance market at commercially reasonable rates or at all, the parties shall work together in good faith to achieve a commercially reasonable resolution thereof.

17.4 Each policy of insurance which Licensee is required to obtain hereunder shall (a) be with reputable and financially secure insurance carriers having at least an A rating (A rating or above by A.M. Best) and an A.M. Best Class Size of at least VIII, (b) list each of CWRU, its trustees, officers, employees, faculty, staff, students, agents and their respective successors, heirs and assigns as additional insured, (c) be endorsed to provide that the insurer waives all subrogation rights which the insurer otherwise has or could have against any additional insured, (d) be primary in respect of all additional insured, and (e) provide that the identified insurer will not cancel or fail to renew the identified insurance without giving CWRU at least 30 days' prior written notice thereof.

17.5 Within thirty (30) days following the Effective Date, and thereafter no later than the day on which any such policy of insurance is renewed or replaced, Licensee shall provide CWRU with a Certificate of Insurance from each such insurer which evidences compliance by Licensee with its obligations hereunder. Upon the from time to time request of CWRU, Licensee

shall provide CWRU with a copy of the policy, status of claims and claims history respecting any of the insurance required to be maintained by Licensee hereunder.

17.6 For the avoidance of doubt, the minimum insurance coverage and limits set forth in this Agreement do not constitute a limitation on Licensee's liability or obligations to indemnify or defend CWRU and any other additional insured under this Agreement.

18. BREACH

No acquiescence in any breach of this Agreement by either party shall operate to excuse any subsequent or prior breach.

19. PRIOR AGREEMENT

Except for any confidential disclosure agreement executed by the parties, this Agreement supersedes all previous agreements relating to the subject matter hereof, whether oral or in a writing, and constitutes the entire agreement of the parties hereto and shall not be amended or altered in any respect except in a writing executed by the parties.

20. INTERPRETATION

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, United States of America, without regard to conflict of law principles.

21. DISPUTE RESOLUTION

The parties consent to the exclusive jurisdiction of the courts of Cuyahoga County, Ohio to resolve any and all disputes relating to this Agreement. Licensee hereby irrevocably and unconditionally:

(i) Waives any objection which it may have at any time to the laying of venue of any lawsuit relating to the Agreement being brought in any court located in Cuyahoga County, Ohio, waives any claim that any such lawsuit has been brought in an inconvenient forum, and waives any right to object, with respect to any lawsuit brought in any such court, that such court does not have jurisdiction over Licensee; and

(ii) Consents and agrees to service of any summons, complaint or other legal process in any lawsuit by registered or certified mail, postage prepaid, to Licensee at the address for notices described in the Section entitled "Notices" hereof, and consents and agrees that such service shall constitute in every respect valid and effective service (but nothing herein shall affect the validity or effectiveness of process served in any other manner permitted by law).

22. INFRINGEMENT

22.1. Subject to Section 22.2, CWRU shall have the sole right to initiate, control, defend and/or settle any proceedings involving the validity, enforceability or infringement of any Patent(s) when in its sole judgment such action may be necessary, proper, and justified.

22.2. Upon written notice to CWRU, Licensee may request that CWRU take steps to stop a Third Party who is selling a product that does or will compete with a Product sold or being developed by Licensee or any of its affiliates (but not a sublicensee, or sublicensee affiliate) ("Third Party Infringer") from infringing an issued patent falling within the definition of Patent(s) by providing CWRU with written evidence demonstrating prima facie infringement of specific claims of such Patent. Licensee shall have the right to initiate legal proceedings against any such Third-Party Infringer in its own name and at Licensee's sole expense, unless CWRU, not later than ninety (90) days after receipt of such notice, either (i) causes such infringement to cease or (ii) initiates legal proceedings against the Third-Party Infringer. Notwithstanding the foregoing, CWRU shall have no obligation to assert more than one Patent in one jurisdiction against the Third-Party Infringer. Any proposed disposition or settlement of a legal proceeding filed by Licensee to enforce any issued patent falling within the definition of Patent(s) against any Third-Party Infringer shall be subject to CWRU's prior written approval, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Licensee's rights under this Section 22.2 shall apply only to claims of Patent(s) that are exclusively licensed to Licensee under this Agreement and only in the Field of Use and territory which are exclusively licensed to Licensee under this Agreement.

22.3 Any recovery, whether by way of settlement or judgment, from a third party pursuant to a legal proceeding initiated in accordance with Section 22.2 shall first be used to reimburse the party initiating such legal proceedings for its actual fees, costs and expenses incurred in connection with such proceeding. The balance of such recovery shall be divided seventy-five percent (75%) to the party that initiated the legal proceeding and twenty-five percent (25%) to the other party.

22.4 In the event a party initiates or defends a legal proceeding concerning any Patent pursuant to Section 22, the other party shall cooperate fully with and supply all assistance reasonably requested by the party initiating such proceeding, including without limitation, joining the proceeding as a party if requested (at the initiating party's sole cost). Subject to Section 22.2, the party that institutes any legal proceeding concerning any Patent pursuant to Section 22 shall have sole control of that proceeding.

22.5 Notwithstanding the pendency of any infringement (or other) claim or action by or against Licensee, Licensee shall have no right to terminate or suspend (or escrow) payment of any amounts required to be paid to CWRU pursuant to this Agreement.

23. NOTICES

Any notice under any of the provisions of this Agreement shall be deemed given when deposited in the mail, postage prepaid, registered or certified first class mail and addressed to the applicable party at the address stated on the signature page hereof, or such other address as such

party shall specify for itself by like notice to other party. Each party shall transmit to the other a facsimile copy of each such notice promptly after such deposit in the mail.

24. ASSIGNMENT

Licensee shall neither assign nor transfer this Agreement or any interest herein without the prior written consent of CWRU.

25. HEADINGS

The section headings contained in this Agreement are set forth for the convenience of the parties only, do not form a part of this Agreement and are not to be considered a part hereof for the purpose of construction or interpretation hereof, or otherwise.

26. EXPORT CONTROLS

It is understood that CWRU is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (including the Arms Export Control Act, as amended and the Export Administration Act of 1979), and that its obligations hereunder are contingent on compliance with applicable United States export laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by Licensee that Licensee shall not export data or commodities to certain foreign countries without prior approval of such agency. CWRU neither represents that a license shall not be required nor that, if required, it shall be issued.

27. NO THIRD PARTY BENEFICIARY

Notwithstanding any other provision of this Agreement, no entity shall be considered a third party beneficiary of this Agreement.

28. BINDING AGREEMENT

Licensee shall not attempt to invalidate or contest the validity of this Agreement.

(The Balance Of This Page Intentionally Left Blank – Signature Page To Follow)

All provisions are subject to addition, elimination, or revision by either party. All communications and discussions are tentative until execution of a written agreement by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in duplicate counterparts, each of which shall be deemed to constitute an original, effective as of the date first above written.

The undersigned verify subject to the penalties of Section 2921.13 of the Ohio Revised Code relating to unsworn falsification to authorities that they have the authority to bind to this Agreement the party on behalf of which they are executing below.

Case Western Reserve University	LICENSEE
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
By: _____	
Name: _____	
Title: _____	
Date: _____	
Address for Notices: Technology Transfer Office Case Western Reserve University 10900 Euclid Avenue Cleveland, OH 44106 Attention: Executive Director for Technology Management	Address for Notices: <NAME> <Address #1> <Address #2> Attention:
Fax: 216-368-0196	Fax:

Attachment A

Description of Licensed Technology

<DESCRIPTION>