NON-EXCLUSIVE LICENSE AGREEMENT

This Agreement is entered into as of _____ __, 201_ ("Effective Date"), by and between Wayne State University, a non-profit Michigan educational institution ("WSU") and _____, a _____ _____ in the State of _____ ("LICENSEE").

BACKGROUND

1. Wayne State University ("WSU") through its Bioengineering Center and in collaboration with others is developing a proprietary data set and related documentation, known as Collaborative Human Advanced Research Models ("CHARM"). One of these models is known internally by WSU as the "Whole body model of a 10-year-old child for pediatric injury prediction" and is assigned WSU Technology Number 13-1138, for use by trained individuals as a design, evaluation, and testing tool; and

2. LICENSEE desires to obtain, and WSU, consistent with its mission of education and research, desires to grant to LICENSEE a nonexclusive license to use and further develop the proprietary data set and related documentation subject to the terms and conditions set forth below.

WSU and LICENSEE therefore agree as follows:

1. DEFINITIONS

a. "LICENSED MODEL" shall mean a version of the data set and all information related to the finite element model(s) known as the "Whole body model of a 10-year-old child for pediatric injury prediction" and internally assigned WSU Technology Number 13-1138 (these Whole body models are also known as "CHARM-10") and any future versions of CHARM-10 released to LICENSEE by WSU during the term of this Agreement. For clarity, CHARM-10 currently includes two (2) models: a first in a pedestrian posture and a second in a seating posture.

b. "CONFIDENTIAL INFORMATION" shall mean any information of a confidential or proprietary nature received by LICENSEE from WSU, its employees, or its agents during the term of this Agreement including, without limitation, the LICENSED MODEL, any other LICENSED ITEMS (defined below, in Section 3.a) or information relating to any LICENSED ITEMS, provided that such information is appropriately marked as such upon provision.

2. LICENSE

a. Subject to the terms and conditions of this Agreement, during the term of this Agreement only, WSU hereby grants to LICENSEE a limited, non-exclusive, non-assignable, non-transferable, royalty-free, fully paid-up license, without the right to sublicense, to use the LICENSED MODEL for the sole purpose of LICENSEE's own internal research and development (such use, limited to LICENSEE's internal

research and development, is referred to in this Agreement as the "Internal Use"). Internal Use specifically excludes, without limitation, any sharing with or display of any LICENSED ITEMS with third parties; any sale, lease or other transfer of any LICENSED ITEMS to any third party; any public display; any military uses; and any use for the benefit of others). The license granted under this Section 2 is terminable at the sole discretion of WSU.

3. LIMITATION OF LICENSE AND RESTRICTIONS

a. LICENSEE shall have the right to display and use the LICENSED MODEL for LICENSEE's Internal Use only; reproduce the LICENSED MODEL for LICENSEE's Internal Use only; and to create and use LICENSEE IMPROVEMENTS (defined below, in Section 5.a) for LICENSEE's Internal Use only. LICENSEE shall not distribute or sublicense the LICENSED MODEL, any LICENSEE IMPROVEMENTS or any other derivative works (the LICENSED MODEL, LICENSEE IMPROVEMENTS, and any other derivative works, collectively, the "LICENSED ITEMS") without the prior, written consent of WSU, which may be withheld at WSU's sole discretion. LICENSEE shall not use, print, copy, reverse engineer, disassemble, or modify the LICENSED MODEL, in whole or in part, except as expressly authorized by this Agreement. LICENSEE shall not, without the prior, written consent of WSU which may be withheld at WSU's sole discretion, use any LICENSED ITEM for any of the following purposes: (i) the sale, lease, license, distribution or other transfer of any LICENSED ITEM to any third party; (ii) using any LICENSED ITEM to perform contract research to design, develop, evaluate, produce or manufacture products for sale, distribution or any use to or by a third party, or to conduct research, development or other activities that result in any sale, lease, license, or transfer of any LICENSED ITEM to any third party; (iii) any use of a LICENSED ITEM in processes, services, operations or other activities for revenue; (iv) using any LICENSED ITEM or product that results from, or is made or developed through, the use of LICENSED ITEMS (such products, the "PRODUCTS") in research, development or other activities that are or may be subject to consulting or licensing obligations of LICENSEE to another individual, institution, or business entity; and (v) any use of any LICENSED ITEM or any PRODUCT in connection with any research, discovery or any other use in connection with any jury trial or any other legal proceeding.

b. LICENSEE agrees that it shall use LICENSED ITEMS only for LICENSEE's sole and exclusive Internal Use and shall not disclose, sell, lease, license, transfer or otherwise distribute any LICENSED ITEM to any third party without the prior written consent of WSU. LICENSEE shall not assign or transfer this Agreement, and any attempt by LICENSEE to assign or transfer it shall be void from the beginning. LICENSEE agrees to secure and protect all LICENSED ITEMS or copies in a manner consistent with the maintenance of WSU's rights in the LICENSED ITEMS and to take appropriate action by instruction or agreement with its employees who are permitted access to the LICENSED ITEMS in order to satisfy LICENSEE's obligations under this Agreement.

c. LICENSEE will only install and maintain the LICENSED ITEMS on the LICENSEE's internally available network and will only use the LICENSED ITEMS on LICENSEE's premises.

d. WSU reserves all rights not expressly granted under this Agreement, and nothing in this Agreement will entitle LICENSEE to use any invention, technology or know-how of WSU or any other party or contributor to the LICENSED ITEMS, other than the LICENSED ITEMS as set forth herein.

e. LICENSEE agrees that WSU is under no obligation to provide any maintenance, improvements, modifications, enhancements, updates or support services for the LICENSED MODEL or any other LICENSED ITEM.

4. CONSIDERATION; ADMINISTRATIVE FEE

a. In consideration of the mutual promises herein and consistent with WSU's mission of education and research, WSU agrees to provide LICENSEE the license granted herein (subject to all terms and conditions). LICENSEE agrees to pay a one-time, non-refundable administrative fee of $4000.00 (USD), payable on the Effective Date. The administrative fee supports hosting of the LICENSED MODEL on WSU server(s). WSU reserves the right to require a license fee if LICENSEE requests, and WSU grants, any change to the scope of this license.

5. IMPROVEMENTS, MODIFICATIONS AND SUPPLEMENTS TO THE MODEL

a. LICENSEE will communicate in a timely manner to WSU full details of any improvements, modifications and supplements to the LICENSED MODEL and any derivative works of the LICENSED MODEL developed, authored or conceived by the LICENSEE in using the LICENSED MODEL ("LICENSEE IMPROVEMENTS").

b. LICENSEE shall provide WSU with a copy of any and all LICENSEE IMPROVEMENTS, which LICENSEE IMPROVEMENTS shall become part of the LICENSED MODEL at WSU's sole discretion. WSU may make the LICENSEE IMPROVEMENTS available to third parties with no responsibility or further consideration to LICENSEE except that WSU shall give attribution to LICENSEE in accordance with academic custom for LICENSEE's contribution to LICENSED MODEL, if made part of the LICENSED MODEL by WSU.

c. LICENSEE grants to WSU a non-exclusive, perpetual, irrevocable, worldwide, royalty free, fully paid-up license, with the right to sublicense, to make, have made, use, sell, offer to sell, lease, import, improve, copy, distribute, transfer, reproduce, modify, create derivative works of, perform and display all LICENSEE IMPROVEMENTS. LICENSEE expressly agrees not to disclose or publish the input file, data file or related information for the LICENSED MODEL with LICENSEE IMPROVEMENTS, or release, sell, lease, license, distribute, or otherwise transfer to any third party any LICENSEE IMPROVEMENTS without the prior written consent of WSU, except in the instance of complying with requirements due to Federal funding by the US Government under US law.

d. THE LICENSEE IMPROVEMENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE DOES NOT

WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSEE IMPROVEMENTS WILL MEET ANY PARTICULAR REQUIREMENTS OR THAT USE OF THE LICENSEE IMPROVEMENTS WILL BE ERROR FREE. LICENSEE shall not be liable for special, indirect, incidental, or consequential damages with respect to any claim on account of or arising from this Agreement or use of any LICENSEE IMPROVEMENTS by WSU or any third parties, even if LICENSEE has been or is hereafter advised of the possibility of such damages.

6. TITLE AND OWNERSHIP

a. Other than any rights that may be retained in LICENSEE IMPROVEMENTS, no ownership rights in either the LICENSED MODEL or any other LICENSED ITEMS, whether created or authored by WSU, LICENSEE or any third party, are conferred upon LICENSEE by this Agreement. In addition, except as expressly provided under this Agreement, no ownership rights or any other rights in any intellectual property of any third party, are granted to LICENSEE under this Agreement.

b. LICENSEE acknowledges WSU's proprietary rights in the LICENSED MODEL and agrees to reproduce all copyright notices supplied by WSU on all copies of the LICENSED MODEL.

7. DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY, AND INDEMNIFICATION

a. The total cumulative liability of WSU, and any parties contributing in any way to anything provided to LICENSEE under this Agreement, for direct damages arising out of or in connection with this Agreement will in no event exceed the lesser of $4000.00, or the total paid by LICENSEE under this Agreement.

b. THE LICENSED MODEL AND ALL OTHER LICENSED ITEMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WSU DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ANY LICENSED ITEM WILL MEET ANY PARTICULAR REQUIREMENTS OR THAT USE OF THE LICENSED ITEM WILL BE ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED ITEMS AND ANY PRODUCTS, OR ANYTHING ELSE MADE, USED, DEVELOPED OR SOLD USING ANY LICENSED ITEM IS WITH LICENSEE. WSU and any parties contributing in any way to the LICENSED MODEL or derivative works thereof shall not be liable for special, indirect, incidental, or consequential damages with respect to any claim on account of or arising from this Agreement or use of any LICENSED ITEM or PRODUCT, even if WSU or such parties have been or are hereafter advised of the possibility of such damages. Because some states do not allow certain exclusions or limitations on implied warranties or of liability for consequential or incidental damages, the above exclusions may not apply to LICENSEE. In no event, however, except as expressly specified in this Agreement as to WSU in Section 7.a, will WSU or any third party contributing in any way to any LICENSED ITEM or PRODUCT be liable to LICENSEE, under any theory of recovery, in any amount under this Agreement.

c. WSU makes no representations or warranties concerning the LICENSED ITEMS including, but not limited to, the validity or scope of any intellectual property or proprietary rights or interests in the LICENSED MODEL or any LICENSED ITEM, or that any LICENSED ITEM or PRODUCT, will be free from infringement of any intellectual property or other rights of any third party or meet any government or other requirements. LICENSEE further acknowledges that there is no representation or warranty as to any matter whatsoever made by any third party contributor to any LICENSED ITEM or any PRODUCT.

d. LICENSEE's use of any LICENSED ITEM and the use, design, development, manufacture, sale, distribution and evaluation of any PRODUCT are at LICENSEE's sole liability and risk. LICENSEE agrees and acknowledges that WSU and all third party contributors to the LICENSED ITEMS disclaim any and all liability and responsibility for LICENSEE's use of any LICENSED ITEMS or PRODUCTS, and any and all other acts and omissions of LICENSEE.

e. LICENSEE indemnifies and holds harmless WSU and any parties contributing in any way to the LICENSED ITEMS, and their respective officers, directors, agents, and employees, from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages liabilities, fines, judgments, costs (including settlement costs), and associated expenses, arising out of: (i) the failure of LICENSEE, its employees or agents to comply with the terms and conditions of this Agreement, (ii) LICENSEE's use of any LICENSED ITEMS, and LICENSEE's or any third party's use of any PRODUCTS made or distributed by LICENSEE; and (iii) any harm to others arising out of or resulting from subsections (i) or (ii) of this Section 7.e.

8. CONFIDENTIALITY

a. LICENSEE is expressly prohibited from using any CONFIDENTIAL INFORMATION except as provided in accordance with the license(s) granted in Section 2 and elsewhere in this Agreement.

b. LICENSEE will not disclose, publish, release, transfer or otherwise make available to any third party, any portion of the CONFIDENTIAL INFORMATION without WSU's prior written consent, except where such permissions are granted under this Agreement. LICENSEE will protect all CONFIDENTIAL INFORMATION with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

c. The obligations in this Agreement will not restrict any disclosure of CONFIDENTIAL INFORMATION where LICENSEE can demonstrate that: (i) such CONFIDENTIAL INFORMATION (excluding any LICENSEE IMPROVEMENT) was independently developed by LICENSEE prior to its receipt thereof without violating its obligations hereunder; (ii) such CONFIDENTIAL INFORMATION is or becomes publicly known (other than through unauthorized disclosure by LICENSEE); (iii) such CONFIDENTIAL INFORMATION is lawfully received by the LICENSEE from a third party without any obligation of confidentiality; or (iv) LICENSEE is required to do so pursuant to any applicable law, regulation or judicial or governmental order

(provided that, if not prohibited by the face of such order, LICENSEE will provide reasonable prior written notice to WSU of such disclosure).

d. The provisions of this Section 8 will survive the expiration or termination of this Agreement for a period of five (5) years.

9. WARRANTY OF LICENSEE

a. LICENSEE warrants and represents that it will not staff or involve employees or other personnel who do not have training in the use and development of bioengineering models in any use or development of the LICENSED ITEMS or PRODUCTS, or in any interpretation of data provided in or by, or resulting from LICENSEE's use of the LICENSED ITEMS or PRODUCTS.

10. TERM AND TERMINATION

a. The nonexclusive license granted to LICENSEE herein shall be for a term of five (5) years from the date which this Agreement becomes effective.

b. If LICENSEE at any time fails to abide by the terms of this Agreement or infringes any third party rights, WSU shall have the right to immediately terminate the license granted herein and pursue any other legal or equitable remedies available.

c. Upon the expiration or termination of this Agreement:

i. the licenses granted to LICENSEE in Section 2 and elsewhere in this Agreement automatically terminate and LICENSEE will cease all use of the LICENSED MODEL and all other LICENSED ITEMS and PRODUCTS;

ii. LICENSEE will delete all copies of the LICENSED MODEL and all other LICENSED ITEMS; and

iii. LICENSEE will return to WSU all CONFIDENTIAL INFORMATION disclosed to it and all copies in its possession, custody or control or, at WSU's option, destroy such CONFIDENTIAL INFORMATION and provide to WSU a certificate evidencing such return or destruction. Notwithstanding the foregoing, LICENSEE may retain a copy of the LICENSED ITEMS and such CONFIDENTIAL INFORMATION received hereunder in its legal files for contractual or regulatory compliance.

d. Notwithstanding anything in this Agreement to the contrary, LICENSEE shall not be required to destroy or erase any copy of the LICENSED ITEMS from any general electronic archive or back-up contained in an archived computer system that is routinely kept by LICENSEE in the ordinary course of business pursuant to records retention so long as such archived copy will: (i) eventually be erased or destroyed in the ordinary course of LICENSEE's data processing procedures; and (ii) will remain fully subject to the terms and conditions stated herein.

11. INFRINGEMENT

a. WSU expressly reserves the sole and exclusive right to take such action as it deems necessary and appropriate against infringers of the LICENSED ITEMS (except to the extent that WSU may not have commensurate rights in LICENSEE IMPROVEMENTS). In the event LICENSEE becomes aware of any suspected infringement of the LICENSED ITEMS, LICENSEE will promptly notify WSU and provide particulars to the extent legally permitted.

12. NOTICES

a. All notices, requests, and other communications to either party required by or permitted under this Agreement must be in writing, including electronic transmittal, and sent to the address indicated below for WSU and the address provided by LICENSEE at time of registration, or at such other address to the attention of such other person as either party may designate by written notice to the other party. All notices, requests and other communications will be deemed given when hand-delivered or when electronically transmitted or if by mail, by registered mail with verification of receipt upon date of mailing.

b. If to WSU:
Wayne State University
5057 Woodward Avenue
Technology Commercialization
Attn: IP and Contracts (AGR-XXX)
Suite 6400
Detroit, MI 48202

13. PUBLICATIONS AND REFERENCES

a. Subject to the provisions of Section 8, LICENSEE shall be permitted to publish abstracts, articles and posters in peer reviewed journals or the public domain concerning the results of LICENSEE's usage of the LICENSED ITEMS.

b. LICENSEE will cite WSU as the owner and source of the LICENSED MODEL, and any applicable version number, when it publishes results of research in which the LICENSED MODEL was used.

c. LICENSEE shall not use the name of any contributor to the LICENSED MODEL to endorse or promote, or otherwise in connection with, any PRODUCTS or anything else made or developed using the LICENSED ITEMS.

14. MISCELLANEOUS

a. The LICENSED MODEL is of United States origin. LICENSEE agrees to comply with all applicable international and national laws that apply to the LICENSED ITEMS and PRODUCTS, including the United States Export Administration Regulations as well as end-user, end-use, and destinations restrictions issued by the United States.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to conflicts of law rules, and the parties

agree to submit to the jurisdiction of the courts located therein. Should LICENSEE for any reason bring a claim, demand, or other action against WSU, its agents or employees, arising out of this Agreement or the LICENSED ITEMS licensed hereunder, LICENSEE agrees to bring said claim only in the Michigan Court of Claims.

c. THIS AGREEMENT REPRESENTS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN WSU AND LICENSEE AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS AND OTHER COMMUNICATIONS, VERBAL OR WRITTEN, BETWEEN THEM WITH RESPECT TO USE OF THE LICENSED ITEMS. THIS AGREEMENT MAY BE MODIFIED ONLY WITH THE MUTUAL WRITTEN APPROVAL OF AUTHORIZED REPRESENTATIVES OF THE PARTIES.

d. No waiver will be effective unless given in writing and signed on behalf of the party making such waiver. No waiver will be implied from conduct or failure to enforce rights.

e. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of this Agreement will continue in full force.

f. The terms and conditions of this Agreement shall prevail notwithstanding any different, conflicting, or additional terms or conditions which may appear in any purchase order or other document submitted by LICENSEE. LICENSEE agrees that such additional or inconsistent terms are deemed rejected by WSU.

g. Unless otherwise exempt therefrom, LICENSEE agrees that it will be responsible for any sales, use, excise or royalty taxes imposed by any governmental unit in this transaction except income taxes.

h. All headings are for reference purposes only and will not affect the interpretation of this Agreement.

i. This Agreement may be executed in one or more counterparts, each of which is deemed an original and all of which together constitute one and the same instrument. Any xerographically or electronically reproduced copy of this fully-executed agreement shall have the same legal force and effect as any copy bearing original signatures of the parties.

j. Nothing contained in this Agreement will be construed as creating a joint venture, association, partnership, franchise, or agency relationship, and nothing contained in this Agreement will be construed as making a party liable for the debts or obligations of the other party, unless expressly provided in this Agreement or another agreement.

k. All provisions of this Agreement which by their terms survive the expiration or termination will survive expiration or termination including, but not limited to, Sections 5, 7, and 8.

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l. This Agreement may only be enforced against the named parties and no other parties. The parties acknowledge that the LICENSED ITEMS may include contributions from third party contributors. Such third party contributors may be direct and intended third party beneficiaries of this Agreement and may be entitled to enforce it directly against LICENSEE to the extent: (i) this Agreement relates to the licensing of contributions from third party contributors to the LICENSED ITEMS, and (ii) WSU fails to enforce the terms of this Agreement on their behalf.

[SIGNATURE PAGE FOLLOWS.]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, to be effective as of the date of the last party to sign below.

WAYNE STATE UNIVERSITY	LICENSEE
By:_____	By: _____
Name: Joan Dunbar, Ph.D.	Name: _____
Title: Associate V.P., Tech. Comm.	Title: _____
Date: _____	Date: _____

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