

**Antigen Explorer Webserver and Data License  
(Academic/Non-profit)**

This Agreement is made and entered into as of the date of the last to sign below (the "EFFECTIVE DATE"), by and between Trustees of Princeton University,, a non-profit educational corporation organized and existing under the laws of the State of New Jersey with its Office of Technology Licensing at 87 Prospect Avenue, Princeton NJ 08544 (hereinafter referred to as ("Institution")) and XXXX , a corporation having a principal office at XXXX (hereinafter referred to as "LICENSEE").

WHEREAS, Institution, the Simons Foundation, Inc., and The Regents of the University of California, acting through its Office of Technology Management, University of California San Francisco ("UCSF") ( the "Joint Owners") have jointly invented and developed technologies relating to a webserver housing data regarding predictions of antigen combinations made using a novel algorithm (hereinafter "Antigen Explorer") as disclosed in Princeton Docket # 21-3727 and UCSF Docket #SF2021-149;

WHEREAS, the Antigen Explorer comprises a webserver as well as data (the "Copyright and Data Rights");

WHEREAS the Joint Owners have invented and developed related technology to Antigen Explorer relating to the method of use for targeting cancer using combinations of two or more antigens as claimed in certain patent applications including US patent application # 16/096,248 PCT application # PCT/US2019/060357, and US provisional application 63/065,726 (the "Patent Rights");

WHEREAS each Joint Owner has an undivided ownership interest in both the Patent Rights and the Copyright and Data Rights;

WHEREAS, UCSF is taking the lead in the licensing of the Patent Rights on behalf of the Joint Owners;

WHEREAS, the INSTITUTION is taking the lead in the licensing of the Copyright and Data Rights and has the right to grant non-exclusive licenses thereunder;

WHEREAS, INSTITUTION desires to have Antigen Explorer exploited in the public interest; and

WHEREAS, LICENSEE desires to obtain a license to use Antigen Explorer in the context of its own internal research and INSTITUTION desires to grant such license subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, INSTITUTION and LICENSEE agree as follows:

1. INSTITUTION hereby grants to Licensee, free of charge, so long as Licensee is a nonprofit academic institution, a nonexclusive license, for internal research use only, expressly excluding the right to develop therapeutics, (the "Field of Use"), under INSTITUTION'S ownership interest in the Copyright and Data Rights subject to the terms and conditions of this Agreement,. Except as expressly granted herein, all rights are reserved by INSTITUTION, including the right to pursue patent protection of any inventions disclosed in, related to, or incorporating Institution's Copyright and Data Rights.
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6. Compliance with Law and Export Controls  
This Agreement is subject to, and Licensee shall comply with, all applicable laws and regulations in exercising the license granted hereunder. It is Institution's policy to remain fully compliance at all times with all U.S. export control regulations, including but not limited to the Export Administration Regulations; International Traffic in Arms Regulations; and embargo sanctions under the Office of Foreign Assets Control (OFAC). Hence, diversion of any kind of any item provided to Licensee contrary to U.S. laws is strictly prohibited. In the event that such diversion occurs, Institution shall not be held liable for any consequential liability, penalties, or enforcement actions undertaken by a U.S. Government agency or any other party in relation to such action.
7. TERMINATION
  - 7.1 This Agreement shall effectively expire upon the earlier of the completion of the research or the first anniversary of the EFFECTIVE DATE (the "Expiration Date"), unless earlier terminated according to this Section 7. If Licensee wishes to renew the Agreement for another year, Licensee shall provide written notice to Institution at least thirty (30) days prior to the Expiration Date.  
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  - 7.2 Either party may terminate this Agreement by written notice to the other party at any time, for any reason, and without prior notice.

8. This Agreement sets forth the entire agreement between Institution and Licensee (the “Parties”) concerning the subject matter hereof and supersedes all previous agreements, written or oral, concerning such subject matter. This Agreement may be amended only by written agreement duly executed by the Parties.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the conflict or choice of laws principles of any jurisdiction. Any and all claims arising under or related to this Agreement shall be heard and determined only in the courts of the State of New Jersey, and the Parties irrevocably agree to submit themselves to the exclusive and personal jurisdiction of those courts.