

## USER LICENSE AGREEMENT

### Between

The owners of the software as identified in the APP (*Agence de Protection des Programmes*) filing No IDD.N.FR.001.090009.000.S.P.2016.000.31230,

Hereafter called the “**Licensor**”

On the one hand

### And

An academic, government or other nonprofit institution as identified below to which the Licensor has agreed to make the software available for use contemplated herein

Hereafter called the “**User**”

On the other hand

The Licensor has developed a software entitled “MCPcounter” (version 0.1.0) to which the User wishes to have access and constituted of:

- An algorithm
- A sample source code executing this algorithm

The whole being hereafter called the “**Software**”.

The software is also the subject of the following patent applications (hereinafter the “patents”), owned by the Licensor:

- EP15306518.0 “METHODS FOR QUANTIFYING THE POPULATION OF B CELLS IN A TISSUE SAMPLE” filed on September 29, 2015
- EP15306517.2 “METHODS FOR QUANTIFYING THE POPULATION OF CYTOTOXIC LYMPHOCYTES IN A TISSUE SAMPLE” filed on September 29, 2015
- EP15306516.4 “METHODS FOR QUANTIFYING THE POPULATION OF FIBROBLASTS IN A TISSUE SAMPLE” filed on September 29, 2015
- EP15306521.4 “METHODS FOR QUANTIFYING THE POPULATION OF GRANULOCYTES IN A TISSUE SAMPLE” filed on September 29, 2015
- EP15306522.2 “METHODS FOR QUANTIFYING THE POPULATION OF CELLS OF MONOCYTIC ORIGIN IN A TISSUE SAMPLE” filed on September 29, 2015
- EP15306523.0 “METHODS FOR QUANTIFYING THE POPULATION OF NK CELLS IN A TISSUE SAMPLE” filed on September 29, 2015
- EP15306519.8 “METHODS FOR QUANTIFYING THE POPULATION OF T CELLS IN A TISSUE SAMPLE” filed on September 29, 2015
- EP15306520.6 “METHODS FOR QUANTIFYING THE POPULATION OF ENDOTHELIAL CELLS IN A TISSUE SAMPLE”

It is hereby granted a limited license of use of this Software on the following conditions.

#### Article 1 : Object

The purpose of the present agreement is the grant by the Licensor to the User of a non-exclusive license to use the Software.

#### Article 2 : Rights granted

##### 1. Field of use

Upon evaluation and acceptance by the Licensor of the request by User to be granted access to the Software and execution of the present license agreement, the Licensor grants to the User a non-exclusive license to use the Software for non-commercial internal research purposes only.

Any other use (including, for the avoidance of doubt, use in the frame of a research financed or carried out in collaboration with a for-profit entity) of the Software is forbidden under the present license and may only be authorized in a separate license agreement between the Licensor (which may authorize one of the co-owners, to act on behalf of all) and the User, which other license may be freely refused by the Licensor.

The User is fully informed of the content of the rights licensed and will be solely responsible for their use (including the lawfulness of such use) and for their accuracy to its needs. In no way can the Licensor be liable for errors or misbehaviors of the User in this regard.

This license is granted on a non-exclusive basis.

The license shall be valid only for the site listed as User's address. The User may only make backup copies of the Software for archival or disaster recovery purposed only.

##### 2. Modifications

The User is authorized to modify and/or to make developments, improvements or derivatives of the Software (the modifications and/or developments and/or improvements and/or derivatives being referred to as "**Modifications**").

The User shall promptly notify the Licensor of such Modifications.

The Modifications shall be the joint property of the User and the Licensor. The User and the Licensor hereby grant each other a non-transferrable, non-exclusive, non-sublicensable, royalty-free right to use said Modifications for non-commercial internal research purposes only.

Any other use of the Modifications shall be subject to a co-ownership agreement entered into between the User and the Licensor.

#### Article 3 : Duration - Termination

##### 1. Duration

The present agreement will take effect as from the date on which the Software is made available to the User and is concluded for the whole duration of the copyright on the software.

## 2. Early termination

In case of breach by the User of any of its obligations under the present agreement, the Licensor may terminate ipso jure the contract thirty (30) days after the notification of this breach by reasonable means.

The User will have to pay a penalty of 50.000 € to the Licensor, without prejudice of additional damages in case of prejudice suffered by the Licensor.

## 3. Consequences

Upon termination of the contract, whatever the reason thereof, the User will have to stop all use of the Software and destroy all information, documents and other material in its possession concerning the Software and justify having proceeded to such destruction upon request of the Licensor.

The provisions of Articles 2.2, 7, 8 and 10 shall survive any termination or expiration of the present agreement.

### Article 4 : Price

The license is granted royalty-free.

### Article 5 : Transfer

This license is non-transferable. The Software may not be transferred or distributed to any third party.

### Article 6 : Sub-licenses

This license is non-sublicensable.

### Article 7 : Intellectual property –No warranty

THE SOFTWARE IS EXPERIMENTAL AND IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-VIOLATION OF THIRD PARTIES' RIGHTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH USER. SHOULD THE SOFTWARE PROVE DEFECTIVE, USER ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

IN NO EVENT SHALL THE AUTHORS OR LICENSORS BE LIABLE FOR ANY DIRECT OR INDIRECT CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE, INCLUDING 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 OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY USER OR THIRD

PARTIES OR A FAILURE OF THE SOFTWARE TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH USER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The limited right of use of the Software granted by the Licensor by this agreement does not entail any transfer of intellectual property rights in favor of the User and shall not be interpreted as conferring a license or an undertaking to license the Software and the related Patents beyond the terms of use expressly contemplated herein.

Title, ownership rights and intellectual property rights in and to the Software shall remain with the Licensor.

As a consequence, the User undertakes not to act in any way which could directly or indirectly infringe the copyright on the Software and/or the Patents.

#### Article 8 : Publication

Any publication or communication relating to the Modifications shall be validated beforehand by the Licensor, the Licensor being granted at least forty-five (45) days to review the proposed publication or communication. The Licensor may request the postponement of such publication or communication for a maximum six (6) month period, for the purpose of patent filing.

The User agrees to cite Inserm, Université Paris Descartes, Université Pierre et Marie Curie, Université Paris Diderot and the Ligue Contre le Cancer in any publication relating to the Modifications.

In accordance with scientific customs, the contributions of those who have made the Software available to the User will be reflected expressly in all publication or communication relating to the Modifications and/or the results obtained by the User on the basis of the use of the Software..

#### Article 9: Territorial scope

This agreement is concluded for the whole world.

#### Article 10 : Applicable law- Jurisdiction

This agreement (as well as the contractual and non-contractual obligations deriving thereof or linked thereto) is submitted to French Law. The parties agree that any legal action or procedure in relation with this agreement will be referred to the Paris Courts.

#### Article 11 : Miscellaneous

This agreement and its annexes constitute the entirety of the agreement between the parties and of the parties' intent in relation with their object and supersede any other prior contract or agreement (written or oral, under any kind of form) in relation with this object.

Each party is acting as an independent contractor and not as an agent, partner or joint venturer with the other party for any purpose.

No modification of this agreement will be effective unless being made in writing and signed by the Licensor.

If any provision of this agreement is or becomes unlawful, void or unenforceable, it will not affect the lawfulness, validity and enforceability of the remaining provisions in this jurisdiction and the lawfulness, validity and enforceability of this provision in other jurisdictions will not be affected.

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