

3.0 Disclosure of Project IP. UW will make all reasonable efforts to ensure that all

6.1 IP License Fee. In addition to the payment of costs and expenses pursuant to the Project Budget, Sponsor will pay UW (i) 10% of total Project Budget or \$15,000, whichever is greater; and (ii) a 1% royalty on net sales (as defined in such license) that exceed \$20,000,000. Such IP License Fee is non-refundable and nontransferable to any other costs or fees associated with this Project or any other Project. The IP License Fee described in this section 6.1, together with reimbursement for all costs associated with IP protection, shall be the sole financial commitment by Sponsor in the Exclusive License described in section 6.2 below.

6.1.1 Invoice for IP License Fee. UW shall invoice Sponsor for the amount described in section 6.1(i) above upon execution of the Sponsored Research Agreement for the Project. Sponsor shall pay such invoice in accordance with the terms, including payment due dates, of such invoice.

6.1.2 Increase in Project Budgets and Fee Based on Royalty. Sponsor understands and agrees that increases in Project budgets and the Royalty Fee (when applicable) may increase the price of the IP License Fee consistent with section 6.1 above. UW shall invoice Sponsor for such increases, and sponsor shall pay such invoices, in accordance with section 6.1.1 above.

6.2 Negotiation, Terms, Execution and Termination.

6.2.1 Content of Exclusive License. UW and Sponsor shall make reasonable good faith efforts to negotiate a license for execution consistent with the terms of this Exhibit. Such commercial license shall contain terms customary and usual for the UW including reasonable diligence requirements for 50.33 Tm(T(rms of)3()TETBT1 0 0 1 126.

University of Washington

By: _____

Print Name: _____

Title: _____

Date: _____

Sponsor

By: _____

Print Name: _____

Title: _____

Date: _____

University of Washington (CoMotion)

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____