

SAFE-BioPharma TRADEMARK LICENSE AGREEMENT

This SAFE-BioPharma Trademark License Agreement (the “*License*”) is made effective as of the date of acceptance by you (“*Licensee*”) as a Member or Vendor Partner of the SAFE-BioPharma Association, a not-for-profit non-stock Delaware corporation (“*Licensor*”), as evidenced by Licensee entering into the SAFE-BioPharma Membership Agreement or SAFE-BioPharma Vendor Partner Agreement, as applicable.

WHEREAS, Licensor owns the SAFE-BioPharma Trademark(s) (as defined below) and, upon the terms and subject to the conditions set forth in this License, desires to grant to Licensee, and the Licensee desires to accept, a license to use the SAFE-BioPharma Trademark(s).

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this License and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor and Licensee agree as follows:

1. DEFINITIONS.

- 1.1 “SAFE-BioPharma Trademark(s)” shall mean the trademarks specified in Exhibit A, which may be amended by Licensor as provided herein.
- 1.2 “SAFE-BioPharma Brand Usage Guidelines”, attached as Exhibit B and as made available on Licensor’s web site at www.safe-biopharma.org, are Licensor’s guidelines governing the use, appearance, and placement of the SAFE-BioPharma Trademark(s).
- 1.3 “Licensee” shall mean the Member or Vendor Partner executing this License.
- 1.4 “Member” shall mean the individual or legal entity that has accepted the terms and conditions of the SAFE-BioPharma Member Agreement.
- 1.5 “Vendor Partner” shall mean the individual or legal entity that has accepted the terms and conditions of the SAFE-BioPharma Vendor Partner Agreement.
- 1.6 “Certified” A Vendor Partner product that has successfully passed product certification as defined by the terms and conditions of the SAFE-BioPharma Vendor Partner Agreement,
- 1.7 “SAFE-BioPharma Certification Specification” shall mean the certification process and standard specified in the SAFE-BioPharma Vendor Partner Agreement.
- 1.8 “Territory” shall consist of the United States, Canada, European Union, Switzerland, and Japan.
- 1.9 “Material(s)” includes, but is not limited to, any artwork, advertising materials, display materials, letterhead, business cards, newsletters, case studies, white

papers, invoices, price lists, and other sales or promotional brochures and internal/external signage.

2. LICENSE GRANT.

2.1 License Grant to Members. Subject to Member complying with this License, including the SAFE-BioPharma Brand Usage Guidelines, as well as the terms and conditions of the SAFE-BioPharma Membership Agreement, Licensor hereby grants Member a non-exclusive, non-transferable (with no right to sublicense), non-assignable, royalty-free license to use and publicly display the SAFE-BioPharma Word Mark and the SAFE-BioPharma Plus Triangle Design Logo (as depicted in Exhibit A) on Member's website and in Member's Materials throughout the Territory.

2.2 License Grant to Vendor Partners.

(a) ***Pre-Certification.*** Prior to certification of the Vendor Partner's product (as defined in the SAFE-BioPharma Vendor Partner Agreement), Licensor hereby grants Vendor Partner a non-exclusive, non-transferable (with no right to sublicense), non-assignable, royalty-free license to use and publicly display the SAFE-BioPharma Word Mark and the SAFE-BioPharma Plus Triangle Design Logo on Vendor Partner's website and in Vendor Partner's Materials in the Territory, subject to Vendor Partner complying with this License, including the SAFE-BioPharma Brand Usage Guidelines, as well as the terms and conditions of the SAFE-BioPharma Vendor Partner Agreement.

(b) ***Post-Certification for Vendor Partners with Certified Products.*** Upon certification of the Vendor Partner's product (as defined in the SAFE-BioPharma Vendor Partner Agreement), Licensor hereby grants Vendor Partner a non-exclusive, non-transferable (with no right to sublicense), non-assignable, royalty-free license to use and publicly display the SAFE-BioPharma Word Mark, the SAFE-BioPharma Plus Triangle Design Logo with the term "Certified" (as depicted in Exhibit A), and any certification mark adopted by Licensor in the future, on the following, subject to the SAFE-BioPharma Brand Usage Guidelines:

(i) Vendor Partner's Sales and marketing Materials related to the certified product(s) in the Territory;

(ii) Vendor Partner's website as it relates to the certified product(s); and

(iii) Vendor Partner's certified product and/or product packaging in the Territory.

2.3 (c) Except as expressly provided in Sections 2.1-2.2, in no event shall anything in this License be construed as granting, expressly or by implication, estoppel or otherwise, a license to any of Licensor's technology or intellectual property rights.

3. IDENTIFICATION AND USE OF SAFE-BioPharma TRADEMARK(S).

- 3.1** Licensee acknowledges that Licensor owns any and all rights to the SAFE-BioPharma Trademark(s) and the substantial goodwill in the marks. Licensee shall not challenge Licensor's use, ownership, or registration of the SAFE-BioPharma Trademark(s).
- 3.2** Licensor, at its sole discretion, may amend Exhibit A at any time to add, delete, or modify any SAFE-BioPharma Trademark(s). Licensor will notify Licensee of any such amendment.
- 3.3** Licensor shall use commercially reasonable efforts to register the SAFE-BioPharma Plus Triangle Design Logo in the appropriate jurisdictions in the Territory.
- 3.4** Licensee shall use the SAFE-BioPharma Trademark(s) solely as expressly permitted in this License and in the SAFE-BioPharma Brand Usage Guidelines.
- 3.5** Licensee shall not use the SAFE-BioPharma Trademark(s) in a fashion or manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with the SAFE-BioPharma Trademark(s), or prejudice Licensor's rights in the marks. The SAFE-BioPharma Trademark(s) shall therefore not be used by Licensee in connection with unlawful, obscene, pornographic, excessively violent, or excessively hazardous activities.
- 3.6** Licensee shall not use the SAFE-BioPharma Trademark(s) in any manner likely to deceive or cause confusion in trade or jeopardize the exclusiveness or distinctiveness of the SAFE-BioPharma Trademark(s).
- 3.7** Licensee may not alter the SAFE-BioPharma Trademark(s) in any way without the prior written approval of Licensor. Any additional trademark rights created through Licensee's use of the SAFE-BioPharma Trademark(s) shall be owned by Licensor and included in the license grant herein.
- 3.8** Licensee shall not use, adopt or register any trade name, corporate name, service mark, certification mark, or trademark likely to cause confusion with the SAFE-BioPharma Trademark(s).
- 3.9** Licensee shall not use or adopt any trademarks other than SAFE-BioPharma Trademark(s) to identify the SAFE-BioPharma Certification Specification, as defined in the SAFE-BioPharma Vendor Partner Agreement.

4. QUALITY AND INSPECTION OF SAFE-BioPharma TRADEMARK(S).

- 4.1** In order to be licensed hereunder, Licensee shall ensure that its products and services identified by the SAFE-BioPharma Trademark(s) at all times shall maintain a level of quality that meets or exceeds industry standards.

4.2 Licensor or its agents shall have the right to inspect from time to time, as reasonably necessary, Licensee's commercially available products and services identified by the SAFE-BioPharma Trademark(s) to ensure compliance with this Section 4 and, where applicable, the SAFE-BioPharma Certification Specification.

5. ADVERTISING AND PROMOTION. Licensee shall ensure that all material and product packaging (a) in which the SAFE-BioPharma Trademark(s) are incorporated or (b) in or upon which any SAFE-BioPharma Trademark(s) appear or are reproduced, is consistent with this License, the SAFE-BioPharma Brand Usage Guidelines, and, as applicable, the SAFE-BioPharma Member Agreement or the SAFE-BioPharma Vendor Partner Agreement.

6. OTHER COVENANTS OF LICENSEE.

6.1 Without limitation of any other obligations under this License, the Licensee agrees that:

6.1.1 Licensee is responsible for compliance with all relevant statutes, regulations and other binding provisions, affecting the product(s) or services identified by the SAFE-BioPharma Trademark(s) for which noncompliance would expose Licensor to a third party claim or governmental claim.

6.1.2 Licensee shall not in any way incur any obligations on behalf of the Licensor or make any representations or warranties on behalf of the Licensor.

7. INDEMNIFICATION.

7.1.1 Subject to Section 7.2.2, the Licensee shall hold harmless, indemnify, and defend Licensor from and against any and all claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) Licensee's use of the SAFE-BioPharma Trademark(s) or (b) Licensee's marketing, sale, or distribution of products or services identified by the SAFE-BioPharma Trademark(s).

7.1.2 Section 7.2.1 does not apply to the extent to which the liabilities result from an allegation that Licensee's use of the SAFE-BioPharma Trademark(s) in accordance with this License infringes the intellectual property rights of a third party.

8. PROCEEDINGS AND PROTECTION OF RIGHTS.

8.1 Licensee shall notify Licensor as soon as reasonably possible if it receives any written allegation that the Licensee's use of any SAFE-BioPharma Trademark(s) infringes any third party rights.

- 8.2** Licensor shall notify the Licensee as soon as reasonably possible if it receives any written allegation that the Licensee's use of any SAFE-BioPharma Trademark infringes any third party rights.
- 8.3** Licensor reserves the right to determine in its absolute discretion whether and what action will be taken to protect the SAFE-BioPharma Trademark(s) from infringement or to defend the rights of Licensor to the SAFE-BioPharma Trademark(s).
- 8.4** Licensor shall have absolute control over any negotiation or litigation involving or affecting the SAFE-BioPharma Trademark(s), except any proceeding that is subject to the indemnification by Licensee under this Section 7.
- 8.5** Licensee shall
- a. provide such reasonable assistance to Licensor as it will require from time to time in registering, protecting and defending the SAFE-BioPharma Trademark(s), and
 - b. provide to Licensor any evidence required by the Licensor from time to time for use in any proceedings either in respect of any alleged infringement of the SAFE-BioPharma Trademark(s) or any challenge to or defense of the rights of the Licensor to the SAFE-BioPharma Trademark(s).
- 8.6** In the event that Licensor chooses not to enforce its rights to SAFE-BioPharma Trademark(s), then Licensee may enforce and defend the SAFE-BioPharma Trademark(s) at its own expense and shall be entitled to all the damages and profits arising in respect of such litigation. Licensor shall provide reasonable assistance to the Licensee as reasonably required in protecting and defending the SAFE-BioPharma Trademark(s), provided that the Licensee shall reimburse Licensor for Licensor's reasonable costs and expenses of such assistance.

9. CONFIDENTIALITY.

- 9.1** All confidential information in whatever form disclosed by one party to the other party shall be treated as confidential by the recipient and shall not be used or disclosed other than for the performance of its obligations under this License without the prior written consent of the other party.
- 9.2** Each Party shall be permitted to disclose relevant aspects of another Party's Confidential Information to its officers, directors, agents, professional advisors and employees, but only to the extent such disclosure is reasonably necessary for the performance of his, her or its duties and obligations under this License.
- 9.3** The provisions of this Section 9 shall survive any expiration or termination of this License and/or, as applicable, the SAFE-BioPharma Member Agreement and the Vendor Partner Agreement.

10. TERMINATION.

10.1 Term. This License shall continue in perpetuity until the termination or expiration of the corresponding SAFE-BioPharma Membership Agreement or SAFE-BioPharma Vendor Partner Agreement or pursuant to Section 10.2.

10.2 Termination. Without prejudice to any rights which any Party may have under this License or in law, equity or otherwise, (i) the Licensor shall have the right to terminate this License in the event that the Licensee breaches any material term or condition of this License, and (ii) the Licensee shall have the right to terminate this License in the event that the Licensor breaches any material term or condition of this Agreement. The Party seeking to so terminate (the "Terminating Party") shall give notice of such termination, in writing, to the Party in breach of the terms and conditions hereof (the "Defaulting Party"). The Defaulting Party shall have 30 days from the date of receipt of the notice in which to correct any such breach, or if not wholly curable within said 30 days, to use commercially reasonable efforts to commence any and all steps reasonably necessary to cure such breach; if the Defaulting Party fails to correct such breach or to commence any and all steps reasonably necessary to cure such breach within the notice period, this License shall terminate as between the Terminating Party and the Defaulting Party on the last day of such 30 day period. If any such breach is not curable, this Agreement shall terminate immediately upon written notice thereof.

10.3 Effect of Termination.

10.3.1 All licenses granted by the Terminating Party to the Company hereunder shall terminate automatically on the effective date of termination. If the Licensor is the Terminating Party, the Licensee shall immediately cease any and all further use of the SAFE-BioPharma Trademark(s).

10.3.2 Within 30 days of the termination of this License pursuant to this Section 10, the Licensee shall destroy any of its Materials and inventory bearing the SAFE-BioPharma Trademark(s).

10.3.3 Within 30 days of the termination of this License pursuant to this Section 10, the Licensee shall transfer to the Licensor possession, custody, and control of all documentation and other tangible materials referring or relating to the Licensor's Confidential Information and shall destroy any electronic copies of such Confidential Information.

11. GENERAL.

11.1 Survival. Sections 7, 8, 9 and 11 and any other provisions that by necessary implication are intended to survive the termination of this License, shall survive any termination and expiration of this License.

11.2 Entire Agreement. This License, along with the corresponding SAFE-BioPharma Membership Agreement or SAFE-BioPharma Vendor Partner

Agreement, as well as the SAFE-BioPharma Brand Usage Guidelines, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, among the Parties with respect to the subject matter hereof.

- 11.3 No Warranty.** LICENSEE ACKNOWLEDGES THAT THE SAFE-BioPharma TRADEMARK(S) ARE ALL PROVIDED “AS IS” WITH NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE.
- 11.4 Limitation of Liability.** IN NO EVENT WILL ANY PARTY BE LIABLE TO THE OTHER FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY PARTY INCLUDING THIRD PARTIES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.5 Governing Law and Jurisdiction.** This License shall be construed and controlled by the laws of the State of New York without reference to conflict of laws principles. The parties agree that all disputes arising in any way out of this License shall be heard exclusively in, and all parties irrevocably consent to jurisdiction and venue in, the state and Federal courts of New York.
- 11.6 Notices.** All notices, requests, and other communications to any party shall be in writing (including telecopy, electronic mail, or similar writing) and shall be given,

if to Licensor:

SAFE-BioPharma Association
Attention: Contracts Administration
2 Executive Drive
Suite 850
Fort Lee, NJ 07024

with a copy to:
Peter J. Willsey
Cooley Godward LLP
The Bowen Building
875 15th Street, NW

Washington, D.C. 20005

if to Licensee:

Each such notice, request, or other communication shall be effective (a) if given by telecopy or electronic mail, when such telecopy or electronic mail is transmitted to the telecopy number or the e-mail address and evidence of receipt is received or (b) if given by any other means, upon delivery or refusal at the address specified in this Section 11.7. Any party may give notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

11.7 No Agency or Partnership. Nothing in this License shall be construed as creating a partnership, joint venture, or agency relationship, or as granting a franchise.

11.8 Complete Agreement; No Waiver. Except for the SAFE-BioPharma Membership Agreement and SAFE-BioPharma Vendor Partner Agreement, this License sets forth the entire understanding of the parties and supersedes all prior agreements and understandings relating hereto. Except as expressly provided for herein, no modifications or additions to or deletions from this License shall be binding unless accepted in writing by an authorized representative of all parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

11.9 No Rule of Strict Construction. Regardless of which party may have drafted this License, no rule of strict construction shall be applied against any party. If any provision of this License is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this License, and the remainder of the License will continue in effect.

11.10 Counterparts. This License may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

11.11 Effectiveness of License. This License may be effective and enforceable against the Parties immediately upon Licensee’s acceptance of either the SAFE-BioPharma Membership Agreement or the SAFE-BioPharma Vendor Partner Agreement, as applicable.

LICENSOR

LICENSEE

SAFE BIOPHARMA ASSOCIATION

2 Executive Drive
Suite 850
Fort Lee, NJ 07024

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
SAFE-BioPharma Trademarks

(1) SAFE-BioPharma Word Mark

SAFE-BioPharma™

SAFE-BioPharma™

(2) SAFE-BioPharma Plus Triangle Design Logo with SAFE-BioPharma Tagline Below



(3) SAFE-BioPharma Plus Triangle Design Logo



Exhibit A - SAFE Trademarks (con't)

(4) SAFE-BioPharma Plus Triangle Design Logo with “Vendor Partner”



(5) SAFE-BioPharma Plus Triangle Design Logo with “Certified”

