

STRUCTURA ACADEMIC PATENT LICENSE AGREEMENT (VERSION 1.0)

This Patent License Agreement (the “**Agreement**”) is made between **STRUCTURA BIOTECHNOLOGY INC.** (the “**Licensor**”) and eligible individuals and organizations (the “**Licensee**”) and becomes effective as set forth in this Agreement.

BACKGROUND: Licensor is the owner of various intellectual property and desires to encourage and support free and open academic research relating to its intellectual property by granting eligible Licensees the ability to engage in Non-profit Academic Research making use of its Patented IP (defined herein).

AGREEMENT:

ARTICLE 1: INTERPRETATION

1.01 **Definitions**. In this Agreement, the following terms will have the following meanings set out below unless the context requires otherwise:

- (a) “**Affiliate**” means, in relation to a Party, any person that Controls, is Controlled by, or is under common Control with that Party.
- (b) “**Agreement**” means this Agreement, including the schedules to this Agreement as it or they may be amended or supplemented from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.
- (c) “**Change of Control**” means the acquisition by any Person acting alone or jointly or in concert with any other Person, whether directly or indirectly, of voting securities of an entity which, when added to all other voting securities of the entity at the time held by such Person or Persons, totals for the first time not less than fifty percent of the outstanding voting securities of the entity or which results in a change in the present effective voting control of the entity.
- (d) “**Governmental Entity**” means: (i) any national, federal, provincial, state, county, municipal, local or other government or any department, commission, board, bureau, agency, commissioner or instrumentality of any of the above exercising legislative, executive, regulatory or administrative functions of or pertaining to government; (ii) any subdivision or authority of any of the above; and (iii) any other body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.
- (e) “**License**” has the meaning given to it in section 2.01.
- (f) “**Non-profit Academic Research**” means practicing, making, using, improving upon, importing and exporting (but not selling, leasing or otherwise monetizing) academic or scholarly research, for individual (personal) or academic institutional research purposes, in good faith, and expressly excludes, without limitation, purposes that are intended to (or result in, whether by intent or otherwise): (i) create a commercial advantage for any Person; (ii) generate monetary compensation for products or services; (iii) generate commercialization rights for any Person; (iv) be used in an ongoing business concern; or (v) result in an ongoing business concern obtaining any intellectual property rights in any research or results linked to the Non-profit Academic Research.

- (g) **“Other Person”** means any Person other than Licensee or Licensor.
- (h) **“Parties”** means the Persons set forth in the pre-amble and any Other Person who may become a party to this Agreement and **“Party”** shall have its associated meaning.
- (i) **“Patented IP”** means the intellectual property rights claimed in the Patents.
- (j) **“Patents”** means the registered patents set out in Schedule “A”, as amended by the Licensor from time to time.
- (k) **“Person”** means a natural person, body corporate, partnership, trust (including a business trust or income fund) or joint venture and for these purposes, "body corporate" and "partnership" shall be constructed broadly to include all forms of bodies corporate or partnerships, including a general partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company or joint stock company and a "joint venture" shall be construed broadly to include an unincorporated association or joint venture, and pronouns have similarly extended meanings.

ARTICLE 2: GRANT OF LICENSE

- 2.01 **License**. Licensor grants, on its and its Affiliates’ behalf, to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable (other than as set forth in Section 2.03), perpetual, worldwide license for Non-profit Academic Research of the Patented IP (the **“License”**).
- 2.02 **Mechanism for Acceptance**: By engaging in Non-Profit Academic Research involving the Patented IP, Licensee agrees to be bound by the terms and conditions herein.
- 2.03 **Sublicensing**. Licensee may incorporate the Patented IP in software released to Other Persons for Non-profit Academic Research, provided Licensee prominently displays the following notice, or such other notice pre-approved in writing by Licensor, to such Other Persons prior to downloading or accessing such software: “This code, or the methods implemented by this code, may be covered by patents of Structura Biotechnology Inc. and are licensed by Structura Biotechnology Inc.. See <https://cryosparc.com/patent-faqs/>. Non-commercial use of the patented IP is freely licensed under terms available at <https://cryosparc.com>). For commercial uses of the patented IP, please contact Structura Biotechnology Inc. at: info@structura.bio.”
- 2.04 **No Obligation for Downstream Licensing by Unsponsored Academic Researchers**. If the Non-profit Academic Research is carried out in cases where none of the Persons involved in such research is (or is related to or an Affiliate of) an ongoing business concern, Licensee is not bound to license, nor forebear from licensing, any intellectual property it conceives in the course of exercising its rights under this Agreement. For greater certainty, this Agreement does not place an “open patent” obligation on such Licensees.
- 2.05 **Downstream Licensing by Sponsored Academic Researchers**. If the Non-profit Academic Research is carried out in cases where any Person involved in or providing funding to such research is (or is related to or an Affiliate of) an ongoing business concern, Licensee shall, subject to the remaining terms of this Agreement, promptly release freely and openly in the public domain all such research and all results obtained for all such research in a manner which is reasonably accessible to third parties for further Non-profit Academic Research.

- 2.06 **Restrictions.** Licensor reserves all rights not expressly granted in the License. For greater certainty and without limiting the generality of the foregoing, except as expressly granted in the License, no rights shall be deemed granted, waived or received by implication, exhaustion, estoppel or otherwise. No ownership interest in the Patents is being transferred, conveyed or assigned to Licensee. This Agreement and the License are not a waiver of any patent claims (including claims for damages for past acts of infringement) and is not a license, covenant not to sue, or authorization to engage in patented activities or a limitation on remedies, damages or claims, other than expressly permitted by the License.
- 2.07 **Validity.** The Parties agree and acknowledge that the Patents are valid. Licensee shall not challenge, nor cause or assist any Other Person to challenge, the validity of any of the Patents.
- 2.08 **Territory.** The License granted herein shall expire only in respect of any particular country: (a) on the expiry date of the Patents or on the expiry date of the last related divisional, continuation, continuation-in-part, re-examination, re-issue or extension patent to expire, whichever is latest, in such country; or (b) when the Patents and all related divisional, continuation, continuation-in-part, re-examination, re-issue or extension patent are held invalid by an administrative body, court of competent jurisdiction or any other Governmental Entity from which no appeal is available or taken, whichever is earlier, in such country.

ARTICLE 3: LICENSEE OBLIGATIONS

- 3.01 **Regulatory Approvals.** As between the Parties, Licensee shall have the sole responsibility and shall bear all costs of ensuring that it has obtained all necessary regulatory approvals for its intended exploitation of the Patented IP under the License.
- 3.02 **No Warranty.** Licensor makes no representations, warranties or covenants, whether express or implied, of any kind in relation to the License and the Patents. **LICENSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF NON-INFRINGEMENT, MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.** For greater certainty and without limiting the generality of the foregoing, Licensor does not warrant that any use of the Patented IP will not infringe any rights, including intellectual property rights, of any Other Person.
- 3.03 **Licensee Indemnification.** In no event is Licensor liable for any damages on any basis, in contract, tort or otherwise, of any kind and nature whatsoever, arising in respect of this Agreement, howsoever caused, including damages of any kind and nature caused by Licensor's negligence or by a fundamental breach of contract or any other breach of duty whatsoever. Licensee shall indemnify and hold Licensor and its respective agents, representatives and Affiliates harmless in respect of any claim, loss, liability, damages, costs and expenses imposed on or incurred by any of them relating to, resulting from or arising out of any (i) breach, inaccuracy, or non-fulfillment of any representations, warranties, covenant, agreement or other obligation by Licensee under this Agreement, (ii) infringement or alleged infringement of any intellectual property rights held or asserted by any Other Person resulting from the Licensee's use of the Patented IP or otherwise arising from the performance contemplated by this Agreement, or (iii) other acts, omissions or negligence of Licensee in connection with the performance of either of their obligations under this Agreement.
- 3.04 **Third Party Rights Infringement.** In the event that either Party is sued or threatened to be sued by any Other Person in respect of the alleged infringement anywhere worldwide of any Other Person's intellectual property rights in relation to Licensee's use of the Patented IP, Licensee shall

(a) bear the entire cost and expense with respect to any proceeding, settlement negotiations or other actions taken in respect of claims or threats against any of them and in respect of claims or threats against Other Persons, and (b) have the option to determine the appropriate course of action, to take (or refrain from taking) any such action, to control any such proceeding or other action, and to enter into, or permit, the settlement of any such proceeding or other action.

- 3.05 **Notice of Claims.** Licensee shall promptly notify Licensor of any claims or threatened claims received from any Other Person relating to the License or the Patents.
- 3.06 **Licensee Representations.** Licensee represents to Licensor that Licensee has the full power and authority to enter into this Agreement.

ARTICLE 4: ASSIGNABILITY AND BINDING NATURE OF LICENSE

- 4.01 **Binding on Licensor.** This Agreement is irrevocable by Licensor other than expressly set forth in this Agreement. For greater certainty, this Agreement and the License shall be effective in the event Licensor assigns this Agreement to an Other Person (such as but not limited to a purchaser of substantially all of Licensor's business) or there is a Change of Control of Licensor.
- 4.02 **Termination for Change of Circumstance.** This Agreement automatically terminates if any product or service embodying the Patented IP is used in a manner other than Non-profit Academic Research.
- 4.03 **Termination for Breach.** Licensor may terminate this Agreement immediately if it determines in its sole discretion that Licensee, or any Person acting under Licensee, has breached this Agreement.
- 4.04 **Assignment.** Licensee may not assign this Agreement to any Other Person.

ARTICLE 5: GENERAL

- 5.01 **Headings.** The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.
- 5.02 **Gender and Number.** In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- 5.03 **Injunctive Relief.** Licensee acknowledges that there is no adequate remedy at law for the Licensee's failure to abide by the terms of this Agreement, and that in the event of a breach of this Agreement by Licensee, Licensor shall be entitled to equitable relief by way of injunction and such other further relief as any court with jurisdiction may deem just.
- 5.04 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, expressed or implied, statutory or otherwise) except as specifically set out in this Agreement.
- 5.05 **Rule of Construction.** Neither this Agreement nor any uncertainty or ambiguity herein shall be constrained or resolved against any Party, whether under any rule of construction or otherwise. This Agreement has been reviewed, negotiated and accepted by all parties and their legal advisors

and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all parties hereto.

- 5.06 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to any conflict of law principles, the Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts situated in the City of Toronto, Ontario, Canada and any appeal courts therefrom in Canada.
- 5.07 **Non-Merger.** Except as otherwise expressly provided in this Agreement, the covenants and representations will not merge on and will survive the transactions contemplated herein. Notwithstanding any investigation made by or on behalf of any Party, the covenants, representations and warranties will continue in full force and effect.
- 5.08 **Severability.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then at Licensor's option, at its sole discretion, either: (a) such provision shall be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result; or (b) this Agreement shall immediately terminate.
- 5.09 **Waiver.** A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party hereto of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).
- 5.10 **Language.** This Agreement has been drafted in English at the request of the Parties.
- 5.11 **Independent Contractors.** The Parties acknowledge that each is an independent contractor and none is the agent of any other.
- 5.12 **Survival.** Sections 1.01, 2.03, 2.04, 2.05, 2.06, 2.07, 3.01, 3.04, 3.05, 3.06, 4.01, 5.03 and ARTICLE 5 survive termination of this Agreement.
- 5.13 **No Third Party Beneficiaries.** This Agreement is not intended to benefit any Person other than the Parties and is not intended to inure to the benefit of, or create rights of any kind or nature in favour or, any Other Person.
- 5.14 **Notice to Licensor.** Any notice required to be given pursuant to this Agreement shall be in writing and delivered by postage-paid mail, personally, by prepaid courier, or by electronic mail, addressed to Saara Punjani, COO; Structura Biotechnology Inc.; 8 Crescent Town Road, Unit 412; Toronto, ON M4C5L3, Canada (email to spunjani@structura.bio), or to such other address as Licensor may from time to time designate. Any notice given is deemed to have been received on the date on which it was delivered if a business day, failing which, on the next business day, or if mailed, on the fifth (5th) business day following the mailing thereof.

SCHEDULE "A"
PATENTS

Country	Serial No.	Title	Filing Date	Status
U.S.A.	15/675,893	METHODS AND SYSTEMS FOR IMAGE ALIGNMENT OF AT LEAST ONE IMAGE TO A MODEL	2017-08-14	Issued US 10,242,483
U.S.A.	15/596,173	METHODS AND SYSTEMS FOR IMAGE ALIGNMENT OF AT LEAST ONE IMAGE TO A MODEL	2017-05-16	Issued US 9,830,732
U.S.A.	15/292,520	METHODS AND SYSTEMS FOR 3D STRUCTURE ESTIMATION	2016-10-13	Issued US 10,282,519
PCT	PCT/CA2018/051262	METHODS AND SYSTEMS FOR 3D STRUCTURE ESTIMATION USING NON-UNIFORM REFINEMENT	2018-10-05	Pending