

## Non-Binding Term Sheet Proposal

This non-binding offer is for discussion purposes only and does not constitute a contractual commitment between COMPANY and UCD. All terms are subject to approval of both parties and negotiations/execution of a definitive written agreement.

Parties:	XYZ Limited (COMPANY) and University College Dublin (UCD)
Objective:	COMPANY wishes to enter into an agreement to license RPO's interest, as owning RPO, in TECHNOLOGY; a ONE LINE EXPLANATION (the Technology).
Technology:	The Technology is comprised of the TECHNOLOGY software and algorithms developed by RPO as part of CeADAR.
Licence:	<p>In accordance with CeADAR terms and conditions UCD shall grant COMPANY a non-exclusive licence to the Technology, for use as a service add-on to COMPANY's product (PRODUCT NAME).</p> <p>The Licence does not give COMPANY any rights to sub-license or transfer the Technology to COMPANY client companies or third parties.</p> <p>The Licence shall include an evaluation period of up to 6 months, where the inputs/resources required from the owning RPO are agreed with that RPO. Additionally, no payments to UCD will accrue during this evaluation period.</p> <p>The licence may convert to a Field restricted exclusive licence if the COMPANY Commitments are met and/or exceeded subject to the approval of the CeADAR Board.</p>
Field	Company's current field
Term:	The Licence will be for a X year period.
Payment to UCD:	<p>COMPANY agrees to pay UCD the following royalty over the first 5 (five) years of the Term;</p> <p style="text-align: center;">- NEGOTIATED PAYMENTS STRUCTURE</p>

	<p>This payment shall be paid according to the following schedule:</p> <ul style="list-style-type: none"> <li>- Annual payments on the Licence effective date</li> </ul>
COMPANY Commitments:	<p>As part of the Licence terms, COMPANY agrees to the following:</p> <ol style="list-style-type: none"> <li>1. Development Milestone #1 e.g. TECHNOLOGY developed and incorporated into COMPANY commercial offering and available in 201X</li> <li>2. Commercial Milestones #1 e.g. Commitment from COMPANY to promote TECHNOLOGY via an internal staffing time or external marketing budget subject to product trial being a success.</li> <li>3. Commercial Milestones #2 e.g. Investor business plan's sales and growth projections to be met or exceeded by 201X</li> </ol>
Warranties and liabilities:	<p>Company understands that Technology is owned by RPO and that UCD is acting in its capacity as CeADAR Host in negotiating and contracting this licence agreement. UCD shall not warrant that:</p> <ol style="list-style-type: none"> <li>1. The Technology is fit for any purpose – it is provided "as is".</li> <li>2. The Technology does not infringe third-party IP rights.</li> </ol> <p>COMPANY shall indemnify and hold harmless UCD against all claims, actions arising from its use of the Technology.</p> <p>In any event, total UCD liability shall be capped at €10k.</p>
Service and Support	<p>Service/support to COMPANY in its use of the Technology shall be as agreed with owning RPO; half a day a week of time on technical and data analysis work to support the trial for up to 6 months.</p>
Termination:	<p>The Licence may be terminated by either party in circumstances whereby COMPANY is not in the position to support the Technology.</p>
Other:	