



## GO GREEN LICENSE FOR SOFTWARE + OTHER COPYRIGHTABLE WORKS

### APPLICABLE TECHNOLOGY FIELDS

Software applications | Mobile applications | Web applications | Algorithms  
Content-based technologies | Educational platforms  
Creative works and digital media

### KEY FINANCIAL TERMS FOR EXCLUSIVE LICENSE

<b>Grant</b>	Exclusive, worldwide license for relevant fields of use as identified in mutually agreed upon business plan, subject to the rights of the US Government, if any.  * Where an innovation has multiple applications or fields of use, for example a platform technology, the Innovation Institute and the startup will discuss the most appropriate field(s) to include in the license.	
<b>Territory</b>	Worldwide	
<b>Upfront Fee</b>	Waived	
<b>Licensed Rights</b>	Tulane's rights under the Patent Rights and Copyrights listed.	
	<b>Cafeteria Plan Options – Equity/Success Fee, Royalty, and Sublicensing</b>	
<b>Success Fee or Equity</b>	Patent Rights	Copyright Only
	2.5% Success Fee (Maintains TU Venture Fund Eligibility) OR 2.5% non-dilutable Equity until Change of Control (Makes Company Ineligible for TU Venture Fund Investment)	1.25% Success Fee (Maintains TU Venture Fund Eligibility) OR 1.25% non-dilutable Equity until Change of Control (Makes Company Ineligible for TU Venture Fund Investment)
<b>Royalties</b>	Waived	
<b>Sublicensing Income</b>	Waived	
<b>Annual Fees</b>	Waived	
<b>Milestone Payments</b>	Waived	
<b>Prior Costs</b>	Reimbursement of patent, copyright, and other legal expenses incurred before the effective date of the license ("Prior Costs") will be due according to the following schedule:	
	The First 35K	deferred until the first to occur of: (a) a liquidity event such as an asset sale, merger, acquisition, IPO, or assignment; (b) the grant of a sublicense; (c) the first \$100,000 in sales of licensed products/services; or (d) the 5th anniversary of the effective date of the license
	Expenses beyond the initial 35K	1/3rd of the remaining balance will be due each year following payment of the First 35K, such payments due no later than on the 6 <sup>th</sup> , 7 <sup>th</sup> , and 8 <sup>th</sup> year anniversaries of the License.
<b>Responsibility for Ongoing Costs</b>	Patent, copyright, registration fees and legal expenses, and related necessary out-of-pocket expenses incurred after the effective date of the license will be due to Tulane within 30 days of receiving an invoice for such expenses.	
<b>Diligence Obligations</b>	Licensee will use reasonable commercial efforts to affect the introduction of licensed products into the commercial market. Specific diligence milestones, mutually agreed-upon prior to licensing, will be set forth in the license agreement.	
<b>Other Terms and Conditions</b>	Other customary terms and conditions, including, but not limited to those pertaining to Bayh-Dole, reservation of rights, sublicensing, and change of control conditions, shall be as set out and negotiated in the definitive license agreement.	

The Go Green terms will be reviewed and adjusted at the end of each fiscal year or as needed. This review will consider market conditions, industry benchmarks, and any relevant regulatory changes.