

NON-BINDING TERM SHEET
FOR A FUTURE LICENSE AGREEMENT

This Term Sheet
definitive License Agreement

contains the basic terms to be included in a future



Indemnification: Company shall defend, indemnify and hold harmless and shall require any and all sublicensees to defend, indemnify and hold harmless LSU, its board members, officers, employees and agents, for and against any and all claims of any kind arising out of or related to the exercise of any rights granted Company under the Agreement or arising out of or related to the breach of the Agreement by Company.

Insurance: Prior to any distribution or commercial use of any product covered by the Agreement, Company will obtain and maintain product liability insurance in an amount consistent with industry practice, but in any event not less than [REDACTED] Million Dollars (\$ [REDACTED]) per occurrence, and [REDACTED] Million Dollars (\$ [REDACTED]) in aggregate. Company will provide LSU with certificates of insurance showing compliance, and Company will increase the level of insurance consistent with industry practice.

Warranty: NOTWITHSTANDING ANYTHING TO THE CONTRARY INCLUDED IN OR IMPUTED TO THE AGREEMENT, LSU, ITS ADMINISTRATORS, BOARD MEMBERS, OFFICERS, EMPLOYEES, STUDENTS, AGENTS AND INSURERS MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT

Publicity: The parties agree that there will be no press release or other public statement issued by either party relating to this Term Sheet, unless required by law. If either party determines that it is required by law to make such a public disclosure, it shall consult with the other party prior to such disclosure and cooperate with the other party to seek to avoid or minimize such disclosure.

Confidentiality: Neither this Term Sheet nor its substance, nor any information disclosed by LSU to Company shall be disclosed publicly or privately by Company, except with the written consent of LSU or as otherwise required by law. If Company determines that it is required by law to make such disclosure, Company shall . u...t with SU prfor (to)--21(sh)-10.h disclosure (a)4(n,)-Ø



Payable 200_:	\$
Payable 200_:	\$
Payable 200_:	\$
Payable each year thereafter	\$

Milestone

[Redacted]

Other Provisions: The License Agreement will include other

FOR LSU FILE [REDACTED]
BETWEEN [REDACTED]
**AND THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE**

PATENTS and PATENT APPLICATIONS

1. [REDACTED]
2. [REDACTED]