LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into and is effective as of October 27, 2010, by and between Mayo Foundation for Medical Education and Research, with its business address at 200 First Street, Rochester, Minnesota, USA ("Mayo"), and Yale University, on behalf of the Yale School of Medicine and Yale Center for Clinical Investigation, with its business address at 2 Church Street South, New Haven, Connecticut, 06519, ("Licensee"), upon the following terms and conditions:

1. **Definitions.** The following definitions shall apply to and govern this Agreement:

   1.1 "Effective Date" shall mean the latest date on which a party executes this agreement.

   1.2 "Mayo Licensed Content" means the Mayo materials identified on Attachment A.

2. **License Grant.** Subject to the satisfactory performance by Licensee of all of its obligations under this Agreement, and subject to all of the terms and conditions of this Agreement, Mayo hereby grants to Licensee during the term of this Agreement a nonexclusive, royalty-free, right and license to use, display, copy, and distribute the Licensed Content solely for Licensee’s internal, non-commercial purposes. Except for the limited right and license granted in this section (which shall extend to no other person, use or purpose whatsoever), all rights in and to the Mayo Licensed Content are reserved to Mayo without restriction or limitation. For avoidance of doubt, Licensee may not use, distribute or publicly display the Licensed Content to or in connection with any third party. For avoidance of doubt, licensee may not use or distribute the Licensed Content externally.

3. **Ownership of Licensed Content.** Licensee agrees and Mayo represents that all rights in and to the Licensed Content, of any nature (including, without limitation, any copyrights) are owned exclusively by Mayo and that Licensee shall have no rights to the Licensed Content other than pursuant to the license granted in this Agreement, which shall not extend to any other person, entity, territory, time period, manner or purpose.

4. **Derivative Works.** Licensee may edit or otherwise make derivative works from or incorporating the Licensed content, and may only use, display, copy or distribute such derivative works in the manner set forth in Section 2. Licensee hereby grants Mayo a nonexclusive, royalty-free, right and license to use, display, copy, and distribute any Licensee content in such derivative works solely for Mayo’s internal, non-commercial purposes.

5. **Format and Display of Licensed Content.**

   5.1 Mayo shall have the right to approve, in its absolute discretion, the specific placement, appearance, size, format, positioning, and all other aspects relating to any publication or display of the Licensed Content that may be permitted by this Agreement, including any
5.2 Licensee shall ensure that the following attribution (or such other attribution as Mayo may reasonably designate) appears reasonably prominently on the Licensed Content: "© [Year] Mayo Foundation for Medical Education and Research. All rights reserved."

6. **Term and Termination.**

6.1 The term of this Agreement shall begin on the effective date and shall continue on until terminated pursuant to this Agreement or by operation of law.

6.2 Either party may terminate this agreement by providing 90 days written notice to the other party in the manner set forth in the Notices section of this Agreement.

6.3 Upon termination of this Agreement, Licensee will immediately cease any and all use of the Mayo Licensed Content and will, at Mayo’s discretion, return or destroy all copies of the Mayo Licensed Content in Licensee’s possession.

7. **Disclaimer of Warranties; Limitation of Liability.**

7.1 **Disclaimer of Warranties.** LICENSEE UNDERSTANDS AND AGREES THAT THE MAYO LICENSED CONTENT IS PROVIDED ON AN “AS IS” BASIS, AND WITH ALL FAULTS, AND THAT MAYO MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE MAYO LICENSED CONTENT EXCEPT AS OTHERWISE SET FORTH EXPLICITLY IN THIS AGREEMENT. MAYO SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR ANY OF ITS ACTIVITIES OR OBLIGATIONS HEREUNDER.

7.2 **Limitation of Liability.** Mayo shall not, under any circumstances, be liable to Licensee for any damages arising from Licensee’s use of the Mayo Licensed Content, including, but not limited to, any indirect, special, consequential, punitive, exemplary or multiple damages of any nature or any loss of profits or business in connection with or relating in any way to this Agreement or its obligations under this Agreement, even if Mayo has been advised by the other party of the possibility of such damages or losses. Licensee’s sole and exclusive remedy for any dissatisfaction with the Mayo Licensed Content will be to stop using the Licensed Content.

Licensee shall not, under any circumstances, be liable to Mayo for any damages arising from Mayo’s use of the Licensee’s Content, including, but not limited to, any indirect, special, consequential, punitive, exemplary or multiple damages of any nature or any loss of profits or business in connection with or relating in any way to this Agreement or its obligations under this
Agreement, even if Licensee has been advised by the other party of the possibility of such damages or losses.

8. **Amendments.** This Agreement may not be amended or modified except by a writing signed by both parties and identified as an amendment to this Agreement.

9. **No Assignment.** Neither party may assign its rights hereunder to any third party without the prior written consent of the other party; provided, that a party may assign its rights without the prior written consent of the other party to any affiliate or other entity that controls, is controlled by or is under common control with such party. Any purported assignment in violation of this clause is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this Agreement by its assignee.

10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors and assigns.

11. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Minnesota except that no Minnesota conflicts-of-law or choice-of-laws provisions shall apply to this Agreement. The exclusive fora for actions between the parties in connection with this Agreement are the State District Court sitting in Olmsted County, Minnesota, or the United States Court for the District of Minnesota. Each party agrees unconditionally that it is personally subject to the jurisdiction of such court.

12. **Entire Agreement.** This Agreement constitutes the final, complete and exclusive agreement between the parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written, between the parties.

13. **Independent Contractor.** It is mutually understood and agreed that the relationship between the parties is that of independent contractors. Neither party is the agent, employee, or servant of the other. Except as specifically set forth herein, neither party shall have nor exercise any control or direction over the methods by which the other party performs work or obligations under this Agreement. Further, nothing in this Agreement is intended to create any partnership, joint venture, lease, or equity relationship, expressly or by implication, between the parties.

14. **Notices.** All notices and other business communications between the parties related to this Agreement shall be in writing, sent by certified mail, addressed as follows:
If to Licensee: Tesheia Johnson, MBA, MHS
Yale School of Medicine
Yale Center for Clinical Investigation
2 Church Street South, Suite 114
New Haven, CT 06519
Facsimile: 203-737-2480

If to Mayo: Mayo Clinic
Attn:
200 First Street SW
Rochester, MN 55905

with a copy to:
Mayo Legal Department
Attn: General Counsel
200 First Street SW
Rochester, MN 55905
Facsimile: 507-284-0929

Notices sent by certified mail shall be deemed delivered on the third day following the date of mailing. Either party may change its address or facsimile number by giving written notice in compliance with this section.

15. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Agreement.

16. **Use of Name.** Licensee shall not use the names or trademarks of Mayo, or of any of Mayo’s affiliated entities, or the names of any of Mayo’s employees in any advertising, publicity, endorsement, or promotion unless Mayo has provided prior written consent for the particular use contemplated.

17. **Waiver.** The failure of either party to complain of any default by the other party or to enforce any of such party’s rights, no matter how long such failure may continue, will not constitute a waiver of the party’s rights under this Agreement. The waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the parties.
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

MAYO FOUNDATION FOR MEDICAL EDUCATION AND RESEARCH

By: [Signature]

Daniel S. Goldman

Title: Assistant Secretary

YALE UNIVERSITY

By: [Signature]

Janet E. Lindner

Title: Associate Vice President for Administration