# Non-Exclusive License Agreement

Amended by Intellectual Property and Technology Transfer of Academia Sinica No.1151700990 on June 11,2026

Docket Number:_____

This Agreement, effective upon execution by the Parties and in accordance with the Fundamental Science and Technology Act (科學技術基本法), the Government Scientific and Technological Research and Development Results Ownership and Utilization Regulation (政府科學技術研究發展成果歸屬及運用辦法), and the Academia Sinica Regulations for Ownership and Utilization of Scientific and Technological Research and Development Results (中央研究院科學技術研究發展成果歸屬及運用辦法), governs an arrangement whereby, after good faith negotiations for mutual benefit, Academia Sinica ("**LICENSOR**") desires to grant a nonexclusive license of the technology as described below to _____ (**"LICENSEE**"), and the Parties agree as follows:

**1. GRANT**

1.1 LICENSOR grants to LICENSEE a nonexclusive License to [Invention], as described in ACADEMIA SINICA Docket No._____, invented by [Inventor] of [Laboratory] ("**Technology**"; see Appendix A, which constitutes a part of this Agreement, for further details) in _____("**Licensed Territory**") and in the field of _____, with the following rights:

1.1.1. ☐ A limited right to use the Technology for LICENSEE's own internal testing (LICENSEE shall not manufacture or sell products and services made or assembled using the Technology, but LICENSEE may manufacture samples within reasonable limits).

1.1.2. ☐ Right(s) to make, ☐ Right(s) to offer to sell, ☐ Right(s) to sell, ☐ Right(s) to use, ☐ Right(s) to import, ☐ Right(s) to_____.

1.1.3. Right(s) to have a third party_____ ☐make ☐offer to sell ☐sell ☐use ☐import ☐_____. Should LICENSEE desire to change the information of the third party LICENSEE shall give LICENSOR thirty (30) days notice, which notice shall include the relevant information of the third party, and shall not change the information without LICENSOR's written consent.

1.2 The scope of the foregoing License does not include any technology or intellectual

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property rights generated by LICENSOR and its personnel after the Effective Date of this Agreement as a result of the improvement of the Technology. If LICENSEE needs to use or implement said technology or intellectual property rights, LICENSEE shall separately negotiate and sign a written license agreement with LICENSOR.

1.3 Except as expressly provided in this Agreement, LICENSEE shall not assign, authorize or otherwise transfer any of its rights under this Agreement to any third party.

1.4 In the event of changes to the laws and regulations referred to in the preamble of this Agreement, both Parties agree to amend the relevant terms of this Agreement in accordance with the latest laws and regulations.

1.5 LICENSEE may request LICENSOR to provide consultancy services when the right to the Technology is granted in accordance with Article 1.1, the details of which shall be agreed separately by the Parties.

☐ Consultancy services provided by LICENSOR shall be subject to a separate fee (see Appendix A for a breakdown of the fees).

☐ Consultancy services provided by LICENSOR are not subject to a separate fee.

**2. TERM**

This Agreement shall take effect on the date of execution by the Parties ("**Effective Date**") and shall remain in force until [Date] [Month] [Year].

**3. CONSIDERATION FOR LICENSE.**

3.1 License Fee.

☐ LICENSEE is not required to pay LICENSOR any license fee.

☐ LICENSEE shall pay to LICENSOR a license fee of US$_____ within 60 days of the Effective Date.

3.2 Installment License Fee.

☐ LICENSEE is not required to pay LICENSOR any license fee in installments.

☐ LICENSEE shall pay to LICENSOR a license fee in installments as follows:

First installment: LICENSEE shall pay to LICENSOR a license fee of US$_____ by [Date] [Month] [Year].

Second installment: LICENSEE shall pay to LICENSOR a license fee of

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US$_____ by [Date] [Month] [Year].

Third installment: LICENSEE shall pay to LICENSOR a license fee of US$_____ by [Date] [Month] [Year].

Should LICENSEE fail to pay to LICENSOR any of the above license fees by the above dates, LICENSEE shall give LICENSOR a thirty (30) days written notice, and LICENSOR may terminate the Agreement or agree to a deferral of payment by LICENSEE.

3.3 Royalties.

☐ LICENSEE is not required to pay LICENSOR any royalty.

☐ LICENSEE shall pay to LICENSOR the royalties earned [Y%] on Net Sales from the sale of the Products by [1st] [May] of the year following the due date of the royalties (31 December of each year).

3.3.1. Any product manufactured or assembled by LICENSEE or service provided by LICENSEE in accordance with the rights granted herein by LICENSOR shall be referred to as a "Product". "Net Sales" shall mean the total sales before tax minus returns, allowances, and discounts.

3.3.2. Except for the samples manufactured by LICENSEE within reasonable limits, a Sale shall be deemed to have been made when LICENSEE ships or delivers the Product to a third party, or makes the Product as the subject matter of an exchange, gift, lease or loan, or otherwise transfers the Product to a third party, and LICENSEE shall pay royalties to LICENSOR in accordance with the relevant terms and conditions of this Agreement.

3.3.3. If there is no invoice amount for the Sale in the preceding paragraph, the unit price of the Sale shall be calculated by reference to the highest unit price of the sales invoices for the Product during the respective periods. If there is no Sale of the Product during the respective periods and the invoice amount of the Product cannot be determined in the manner described above, LICENSOR may unilaterally determine the invoice amount by taking into account the reference market price provided by LICENSEE.

3.3.4. LICENSEE shall not continue to sell the Products during the Suspension of this Agreement.

3.3.5. LICENSEE shall not continue to sell the Products after the termination of this

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Agreement. LICENSEE shall be responsible for recalling any unsold Products made prior to the termination of this Agreement and shall report the result of the recall to LICENSOR and dispose of the recalled Products in accordance with the manner set forth in Article 13 of this Agreement.

3.4 Royalties if LICENSEE Challenges Licensed Patent.

Notwithstanding the foregoing, should LICENSEE bring an action seeking to invalidate any Licensed Patent in any manner or by any process, LICENSEE shall pay to LICENSOR a royalty equal to [2xY%] of the Net Sales for all Products sold during the pendency of such action. Should the outcome of such proceeding determines that any claim of the Licensed Patent challenged by LICENSEE is valid, LICENSEE shall pay to LICENSOR a royalty equal to [3xY%] of the Net Sales for all Products sold during the pendency of such proceedings. The calculation of the amount of royalties under this Article 3.4 shall prevail over the preceding paragraph.

3.5 LICENSOR may require LICENSEE to provide LICENSOR with a physical sample, photograph or video or otherwise of the Product.

**4. PAYMENT.**

4.1 All payments to be made by LICENSEE hereunder shall be made by bank transfer without deduction of any handling fee or other charges. LICENSOR's bank account details are as follows.

| | |
|---|---|
| Bank Name | LAND BANK OF TAIWAN NANKANG BRANCH |
| Bank Address | No.364, Sec.1 , Nankang Rd., Nankang Dist., Taipei City, Taiwan R.O.C. 115622 |
| Account Name | ACADEMIA SINICA |
| Account NO. | 004-056-03062-5 |
| SWIFT CODE | LBOTTWTP |

4.2 Upon the completion of the transfer, LICENSEE shall notify LICENSOR by email at ipttcpmg@gate.sinica.edu.tw of the date, amount, and the docket number of this Agreement.

4.3 Upon the termination of this Agreement, LICENSOR shall not be required to return to LICENSEE any amounts received hereunder.

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**5. RECORDS AND AUDIT.** (Note: This Article applies in the event that LICENSEE shall pay Royalties to LICENSOR)

5.1 Unless otherwise agreed by both Parties, LICENSEE shall furnish to LICENSOR a Written Report, prior to the date of payment of royalties as provided in this Agreement, of (a) annual imports, sales, and inventory or (b) annual production and sales of the Products. Such Report shall include, but not be limited to, items such as the name of the Product, the quantity sold, the date of sale, the amounts of sales, returns, discounts, allowances, the total amount of the royalties and other items that should be included in the Report. LICENSOR may also require such Report to be audited by a certified accountant, and the costs of preparation and audit of the Report shall be borne by LICENSEE. LICENSOR's acceptance of the foregoing information from LICENSEE shall not affect LICENSOR's right to subsequently verify the accuracy of such information.

5.2 LICENSEE shall properly prepare and maintain records and relevant certificates for the Sale of the Products in accordance with the relevant accounting laws and regulations. LICENSOR may send its employees together with certified accountants to LICENSOR’s premises for audit and LICENSEE shall cooperate with LICENSOR and give all necessary assistance to LICENSOR in the audit and allow LICENSOR to copy or transcribe such records and certificates without delay, hindrance or refusal without any justifiable reason, provided that LICENSOR gives LICENSEE prior notice of such audit and the costs and expenses thereof shall be borne by LICENSOR. If, however, LICENSEE is found to have made a false statement or misrepresentation, LICENSEE shall pay all the costs and expenses incurred by LICENSOR in connection with such audit.

**6. TAXES.**

Taxes and expenses arising from the performance of this Agreement shall be borne by the Parties in accordance with applicable law, unless otherwise provided in this Agreement or agreed by the Parties.

**7. NO WARRANTITY.**

7.1 LICENSOR provides to LICENSEE the rights granted in this Agreement AS IS. Except as expressly provided in this Agreement, LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO

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WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, PATENTABILITY, VALIDITY OF ANY LICENSED PATENT, OR NON-INFRINGEMENT OF LICENSEE'S USE OF THE TECHNOLOGY TO MAKE OR SELL THE PRODUCTS.

7.2 LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE TECHNOLOGY. LICENSEE shall be responsible for any product liability, defect warranty, infringement liability and other liability arising from the implementation of the Technology or the manufacture and sale of the Product. LICENSEE fully understands and agrees that LICENSEE shall be responsible for the product manufacturer's responsibility, and all the costs incurred shall be borne by LICENSEE, and the same shall apply if LICENSEE asserts any rights against a third party. LICENSEE shall indemnify LICENSOR in the event that LICENSEE is responsible for any damage caused to LICENSOR, including but not limited to any damages, compensation or administrative costs incurred by LICENSOR as a result of any litigation or administrative investigation.

7.3 LICENSOR warrants that LICENSOR will faithfully perform this Agreement and will endeavor to assist LICENSEE to facilitate the smooth manufacture of the Products by LICENSEE. However, LICENSOR does not warrant that LICENSOR's efforts to assist LICENSEE will enable LICENSEE to manufacture the Products.

**8. MARK OF PRODUCT; USE OF ACADEMIA SINICA NAME AND MARK.**

8.1 The Products made or sold by LICENSEE implementing the Technology shall be marked in accordance with the relevant laws and regulations of the Licensed Territory.

8.2 If the Technology has been applied for a Licensed Patent, LICENSEE shall clearly mark the Product with the words "Patent Pending" before such Licensed Patent is granted; LICENSEE shall clearly mark the Product with the patent certificate number of any Licensed Patent granted on the Product. If such marking cannot be fixed on the Product, LICENSEE shall make such marking on associated label, manuals, packaging containers or make such marking in a distinct way sufficient to draw people's attention with the words "Patent Pending" or the patent certificate number of any Licensed Patent granted on the Product.

8.3 Unless otherwise agreed by LICENSOR in writing, LICENSEE shall not use the name, logo, symbol, trademark of LICENSOR, LICENSOR's personnel and their

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institutes in any way (including but not limited to advertising or promotional materials for products or investments) and shall not use any other means to make the public aware of LICENSOR’s connection with LICENSEE in business development.

**9. CONFIDENTIALITY.**

9.1 Confidential Information shall mean (a) the Technology and other relevant information known to or in the possession of LICENSEE pursuant to this Agreement, which is not in the public domain and which may disclose the contents of the Technology, (b) all information relating to this Agreement, including but not limited to the Parties hereto, the contents of the License, the term of the Agreement and the consideration for the License. LICENSEE shall take appropriate confidentiality measures to keep the Confidential Information in safe custody and shall not, without LICENSOR's prior written consent, disclose or provide the Confidential Information to any third party other than LICENSEE’s personnel under LICENSEE’s control and supervision, strategic investors and partners (outsourcing providers, distributors and agents), and shall enter into a confidentiality agreement with the foregoing parties upon disclosure of the Confidential Information.

9.2 LICENSEE shall require any third party receiving the Confidential Information pursuant to the preceding paragraph to comply with the relevant provisions of this Agreement, and any breach by such third party shall be deemed as a breach by LICENSEE of this Agreement.

**10. INFRINGEMENT LIABILITY.**

10.1 LICENSOR shall not be liable to LICENSEE or any third party for any infringement of any third party's rights or for any damage caused by the Products made by LICENSEE in accordance with Article 1. However, the foregoing provision may not apply if such infringement or damage is caused by LICENSOR who intentionally concealing and failing to inform LICENSEE. Should LICENSEE cause any damage to LICENSOR or involve LICENSOR in legal proceedings, LICENSOR may terminate this Agreement at any time by written notice to LICENSEE and LICENSEE shall indemnify LICENSOR for all damages arising therefrom, including but not limited to attorney’s fees and litigation costs.

10.2 LICENSOR may provide LICENSEE with the necessary assistance if LICENSEE is sued by a third party for infringement of the third party's rights or for damages

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pursuant to the preceding paragraph, but all the costs and expenses arising therefrom shall be borne by LICENSEE.

10.3 If LICENSEE discovers that a third party has infringed upon the rights related to the Technology, or if LICENSEE has received a claim of infringement from a third party or has been sued, LICENSEE shall immediately notify LICENSOR. However, LICENSOR shall have no obligation to take any action to prevent the infringement or to seek damages for infringement. Notwithstanding the foregoing, if such infringement damages LICENSOR's rights, LICENSOR may authorize LICENSEE to bring an action against the third party to prevent the infringement or to claim damages for infringement; if LICENSOR sues the third party on its own, LICENSEE shall cooperate with LICENSOR and provide the necessary information at LICENSOR's request.

10.4 In addition to the foregoing, LICENSEE shall maintain, during the term of this Agreement, Comprehensive General Liability Insurance, including Products Liability Insurance, with reputable and financially secure insurance carrier(s) to cover the activities of LICENSEE. Such insurance shall provide minimum limits of liability of US$_____and shall include directors, officers, employees, students, and agents as additional insures. Such insurance shall be written to cover claims incurred, discovered, manifested, or made during or after the expiration of this Agreement. At LICENSOR 's request, LICENSEE shall furnish a Certificate of Insurance evidencing primary coverage and requiring thirty (30) days prior written notice of cancellation or material change to LICENSOR. LICENSEE shall advise LICENSOR, in writing, that it maintains excess liability coverage over primary insurance for at least the minimum limits set forth above. All such insurance of LICENSEE shall be primary coverage; insurance of LICENSOR shall be excess and noncontributory.

**11. BREACH; EFFECT OF BREACH.**

11.1 In the event that LICENSEE breaches any of the provisions of Articles 1.1 to 1.3, LICENSEE shall transfer to LICENSOR any gains obtained as a result of such breach, and LICENSOR may terminate this Agreement by written notice and may claim damages and pursue all legal liabilities against LICENSEE.

11.2 In the event that LICENSEE breaches any of the provisions of Articles 3.1 to 3.2, LICENSEE shall pay to LICENSOR the outstanding amount plus default interest calculated at the rate of 16% per annum.

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11.3 In the event that LICENSEE defaults on payment of royalties in breach of Article 3.3, LICENSEE shall pay to LICENSOR the outstanding amount due plus default interest calculated at the rate of 16% per annum. In the event that LICENSEE breaches Article 3.3.1 to 3.3.3 or that LICENSEE provides false and inaccurate information in the Written Report, LICENSEE shall repay the unpaid amount and shall pay to LICENSOR (a) default interest calculated at the rate of 16% per annum and (b) three times the unpaid amount as a penalty, and LICENSOR may terminate this Agreement by written notice to LICENSEE.

11.4 In the event that LICENSEE breaches the provisions of Article 3.3.4 or 3.3.5, LICENSOR may require LICENSEE to transfer the gains as a result of such breach and to pay three times the royalties due as a penalty. In the event that LICENSEE breaches the provisions of Article 3.3.4, LICENSOR may also terminate this Agreement by written notice to LICENSEE; in the event that LICENSEE breaches the provisions of Article 3.3.5, LICENSEE's obligations under Article 3.3.5 shall not be waived and LICENSOR's rights to damages shall remain unaffected.

11.5 In the event that LICENSEE fails to comply with the provisions of Article 5.1, LICENSEE shall furnish the Written Report that should have been furnished to LICENSOR, and LICENSOR may charge LICENSEE liquidated damages of NT$1,000 per day for each day of delay, depending on the circumstances of LICENSEE's breach.

11.6 In the event that LICENSEE defaults on any payment due to LICENSOR under this Agreement, LICENSOR may, by written notice or email, require LICENSEE to pay the outstanding amount within a specified period of time and, if LICENSEE fails to do so, LICENSOR may terminate this Agreement by written notice.

11.7 In the event that LICENSEE breaches the provisions of Article 8, LICENSOR may require LICENSEE to cure such breach within a specified period of time by written notice, and if LICENSEE fails to do so, LICENSEE shall pay LICENSOR a penalty of NT$10,000 per day. Such penalty shall be without prejudice to LICENSOR's rights to damages and LICENSEE may also terminate this Agreement by written notice.

11.8 In the event that LICENSEE breaches the provisions of Article 9, LICENSEE shall pay LICENSOR a penalty of NT$1,000,000. Such penalty shall be without prejudice to LICENSOR's rights to damages and LICENSOR may also terminate this Agreement by written notice.

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11.9 Unless otherwise provided in this Agreement, in the event that either Party breaches any of the terms and conditions of this Agreement, it shall be deemed in breach if it fails to or is unable to cure such breach within thirty (30) days after written notice of such breach from the other Party, and the non-breaching Party may terminate this Agreement upon written notice.

11.10 LICENSOR may terminate this Agreement if LICENSEE is in any of the following circumstances:

(1) LICENSEE suspend its business for more than six months.
(2) LICENSEE 's registration is revoked or cancelled by the competent authority.
(3) LICENSEE reorganizes or applies or is applied for reorganization.
(4) LICENSEE is dissolved or resolves to be dissolved or is ordered or ruled to be dissolved.
(5) LICENSEE is merged or resolves to be merged.
(6) LICENSEE becomes bankrupt or applies or is applied for bankrupt.
(7) LICENSEE splits up and transfers part or all of its business which can be operated independently by LICENSEE to another existing or newly established company, and the business transferred is related to the performance of this Agreement.
(8) LICENSEE 's major assets are attached or LICENSEE’s credit is impaired, or there are substantial facts indicating that it will be difficult for LICENSEE to perform this Agreement.
(9) LICENSEE 's shareholders or substantial beneficiaries with control or significant influence are Chinese companies or individuals.
(10) LICENSEE fails to comply with the relevant import and export control laws and regulations of Taiwan (ROC) and the Licensed Territory.

11.11 In the event that LICENSEE contests or challenges the validity of the Licensed Patent through any proceeding, LICENSEE shall indemnify LICENSOR’s reasonable attorney's fees and all related costs incurred in connection therewith.

**12. INTERVENTION.**

Both Parties agree that in accordance with the provisions of Paragraph 1 of Article 8-1 of the Academia Sinica Regulations for Ownership and Utilization of Scientific and Technological Research and Development Results (中央研究院科學技術研究發展成果歸屬及運用辦法), LICENSOR may terminate this Agreement in accordance with the

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procedures set forth in Paragraph 2 of the same Article of the Regulations.

**13. EFFECT OF TERMINATION.**

13.1 Except as expressly provided in this Agreement, upon termination of this Agreement, LICENSEE shall immediately cease to exercise its rights to the Technology and the Products and shall immediately destroy or, at LICENSOR's request, return to LICENSOR the Technology and its reproductions, the Products, or any items containing the Technology (including photocopies, handwritten copies, and electronic storage devices of relevant records).

13.2 The provisions of Article 5 (Records and Audit), Article 7 (No Warranty), Article 8 (Mark of Product; Use of Academia Sinica Name and Mark), Article 9 (Confidentiality), Article 10 (Infringement Liability), Article 13 (Effect of Termination), Article 16 (Governing law; Jurisdiction), and Article 19 (Copies of Original Signatures) shall not be affected after termination of this Agreement.

**14. SUSPENSION AND REACTIVATION.**

14.1 In the event that LICENSEE defaults on payment of the License Fee, Installment License Fee and Royalties due, a grace period of thirty (30) days from the due date of such payment will be granted unless otherwise agreed by both Parties.

14.2 If such payment is not made within the grace period, the effect of this Agreement shall be suspended on the day after the expiration of the grace period.

14.3 If LICENSOR does not terminate this Agreement in writing following the Suspension of this Agreement, LICENSEE may apply for Reactivation within two years of the date of Suspension. The term of this Agreement upon Reactivation shall be determined by the remaining term after the Suspension.

14.4 Upon LICENSOR agrees to the application for Reactivation in the preceding paragraph and LICENSEE pays all outstanding fees, the effect of this Agreement will be reactivated from 00:00 a.m. on the following day.

14.5 The effect of this Agreement shall be suspended from the day after LICENSEE ceases its business.

14.6 The grounds for termination of this Agreement shall not be subject to the provisions of this Article 14 (Suspension and Reactivation).

14.7 Article 13 (Effect of Termination) shall apply mutatis mutandis to the legal

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relationship hereunder during the period of Suspension.

**15. CONTACT PERSON.**

15.1 LICENSOR and LICENSEE agree to designate the following persons to be the contact person of this Agreement:

15.1.1. LICENSOR: Director, Department of Intellectual Property and Technology Transfer, Academia Sinica

Address: 128, Academia Road, Section 2, Nankang, Taipei 115201, Taiwan (ROC); Attn: Department of Intellectual Property and Technology Transfer, Academia Sinica.

Telephone: +886-2-2787-2501

Email Address: ipttcpmg@gate.sinica.edu.tw

15.1.2. LICENSEE:_____

Address:_____

Telephone:_____

Email Address:_____

15.2 If either party desires to change the contact person and address for service set forth above, it shall promptly notify the other Party in writing of such change and such change shall take effect upon delivery of such written notice to the other Party. Otherwise, such change shall not be relied upon against the other Party, and that the other Party's service of process at the original address in accordance with any method of service provided by then-current laws and regulations shall be deemed lawful service.

**16. GOVERNING LAW; JURISDICTION.**

16.1 The formation, validity, interpretation, performance and disputes of this Agreement shall be interpreted and applied in accordance with the laws of Taiwan (ROC), and matters not provided for in this Agreement shall be resolved in accordance with the relevant laws and customs of Taiwan (ROC) and the principle of equality and reciprocity.

16.2 Both Parties agree that the Taiwan Taipei District Court or the Intellectual Property

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and Commercial Court shall be the Court of First Instance for all disputes related to or arising out of this Agreement.

**17. ENTIRE AGREEMENT.**

17.1 This Agreement and the Appendixes hereto contain the entire understanding and agreement of the Parties with respect to the subject matter hereof. Any negotiations between the Parties prior to the commencement of this Agreement which are not contained in this Agreement or the Appendixes shall not be binding on the Parties. Amendments to this Agreement shall be in writing and signed by the Parties' legally authorized representatives.

17.2 The Appendixes shall have the same force and effect as this Agreement, except that in the event of a conflict between the two, this Agreement shall prevail.

**18. NUMBER OF COPIES.**

This Agreement is executed in two counterparts, each of which is retained by the Parties.

**19. COPIES OF ORIGINAL SIGNATURES.**

Both Parties agree that a copy of the original signature (including an electronic copy) may be used for the same purposes for which the original signature could have been used to create this Agreement. The Parties waive any right to dispute the authenticity of the same contractual document in any court of law solely on the basis of the absence of an original signature of one of the Parties.

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**LICENSOR: ACADEMIA SINICA**

**President:** Dr. Chien-Jen Chen

**Representative**: Dr. Yi-Fang Tsay

Title: Vice President

Signature: _____

Date: _____

Address: 128, Academia Road, Section 2, Nankang, Taipei 115201, Taiwan (ROC)

**LICENSEE :** _____

(Company Chop if applicable)

**Representative**: _____

Title: _____

Signature: _____

Address: _____

Date: _____

Telephone: _____

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# Appendix A - Technology

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