



ACADEMIC LICENSING PROGRAM

*Licensing Program
Effective February 1st, 2008*



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1 Overview

This document provides information on the Pharsight Academic Licensing (PAL) program for academic teaching and non-commercially affiliated academic research use of Pharsight® products at selected Academic Institutions.

The goals of this licensing program are:

- Foster the global general use of Pharsight products in the academic teaching community.
- Promote the educational use of Pharsight products as teaching tools and their inclusion as part of academic PK/PD and Clinical Pharmacology curricula.
- Provide academic instructors and academic researchers access to Pharsight products, as appropriate, for students to help increase their level of awareness and expertise in PK/PD modeling and simulation prior to entering the pharmaceutical/biotechnology industry workforce.

2 Pharsight Academic License

This program covers the use of select Pharsight products at academic institutions for academic teaching and non-commercially affiliated academic research at selected Academic Institutions. All academic license relationships will be with the principle investigators (PI), professors or instructors only.

Qualifications and requirements, terms of licenses, and support are covered in the sections below. Pricing for product licenses, training, and consulting services provided to participants of this licensing program are covered in subsequent sections.

2.1 Qualifications and Requirements

Summary of qualifications and requirements for becoming a PAL site:

- Focus on and a reputation for excellence in pharmacokinetics or other clinical fields of study directly related to Pharsight products.
- Institutional commitment to, and the active use of, Pharsight products as teaching tools for classroom and student use, and general acceptance of Pharsight products and the methodologies they embody for academic use.
- Agreement to identify the use of Pharsight products in published papers, materials, and course descriptions and willingness to be identified as a PAL site on the Pharsight web site and in other Pharsight promotional materials, advertisements, promotional, and marketing literature.
- Acceptance of the PAL agreement with Pharsight which includes the following:
 - a) The institution agrees that Pharsight products provided under this program can only be used for academic teaching and non-commercially affiliated academic research purposes*.

*Academic research is defined as student and PI-driven research which is non-commercially affiliated and does not involve consulting or clinical trial research and analysis supported by NIH/NCI or commercial grants.

If your NIH-funded research involves non-academic use of Pharsight software, we recognize that it is important for you to factor this into your planning, and to include paid commercial software licenses in your grant budget requests. If a portion of your research involves commercial or non-academic use, please contact sales@pharsight.com. You are still welcome to receive the academic license(s) you require for free under the PAL program, subject to the requirements and processes outlined in this document.

- b) The institution agrees to the academic licensing violations policy as defined in the Pharsight Academic Licensee Certification form (see Exhibit A)
 - c) The institution will protect Pharsight confidential material provided to it under this agreement from public disclosure.
 - d) The institution agrees that the Pharsight products provided under this agreement will not be used to assist in the design, production, testing, or promotion of a competing product.
 - e) The institution will file an annual report as part of qualifying for renewal of PAL site status. The annual report will describe how Pharsight products provided under this agreement were used over the prior year, by students as part of a classroom curriculum, and as cited or mentioned in published materials. The annual report should be on University letterhead and also specify how Pharsight products would be used in the coming year.
- Determinations of PAL status are made solely by Pharsight and will be reviewed on an annual basis.

In addition to accepting the terms of the applicable software license agreement, Academic Institutions must complete the Certification (attached hereto as Exhibit A) and return to Pharsight before a license will be granted.

2.2 Terms and Conditions for Licenses

The following terms and conditions apply to Pharsight Academic Licenses:

- Licenses are limited to the following:
 - Node type licenses.
 - A maximum of 5 licenses are available at the sole discretion of Pharsight. Justification must be provided to Pharsight for more than a single license.
 - For academic institutions requiring greater than 5 node type licenses, a network based float type license is available.
 - A maximum of 20 concurrent network user licenses are available at the sole discretion of Pharsight. Justification must be provided to Pharsight for more than a single concurrent user license.
- The term of a Pharsight Academic License (the period for which the issued license

key will be valid) is one (1) year. Renewal license keys for subsequent one-year periods are available upon request, only after a PAL annual report has been submitted. Such requests should be made through academics@pharsight.com.

2.3 Support Options

Pharsight Academic Licensees will receive product update notification at the same time as our commercial clients. They will need to download their **update** via the support website. No shipments of software media and manuals are available.

Support will be provided to PAL sites as follows:

- Online help and product documentation is provided with the software as part of the download. This documentation provides a thorough description of the product's usage and theory, and can be found in the product installation directory under User Docs.
- Access to technical support representatives is available via email, but support is limited to installation and licensing questions, or technical issues that prevent normal usage of the program. Users needing comprehensive technical support should consider the purchase of a commercial license.
- Support will be provided only for as long as the licensed products are in use at a qualified PAL site, or for 18 months after the last date that the product is available for commercial sale, whichever is the shorter period.
- Technical support for PAL licenses does not include responses to questions regarding user-specific models, or scientific and analytical questions. A fee-based consulting service is available for questions about constructing models, PK methodology, and analyzing output.

3 Products Covered under PAL Program

The Pharsight Academic License program described in this document applies to the currently shipping releases of the following products:

- WinNonlin® Professional
- IVIVC Toolkit™ for WinNonlin®
- WinNonMix® Professional
- Trial Simulator™

4 Pricing

4.1 Pricing for Pharsight Academic Licenses

Currently, under the PAL Program, Pharsight does not charge for licenses or renewals of such licenses. However, Pharsight reserves the right to modify this policy and commence

charging for license under the PAL Program, with sixty (60) days notice to its current PAL licensees.

Software products licensed under this program include pdf versions of all documentation for the product. Printed sets of documentation must be purchased separately.

WinNonMix and Trial Simulator require Microsoft Visual C++ .NET and a FORTRAN compiler. The FORTRAN and C++ licenses are not provided free of charge under this program and must be purchased separately. Please visit the product requirements on our website for further information.

4.2 Pricing of Training and Consulting for PAL Licensees

No discounts on training course fees, consulting fees, or other Pharsight services are provided to PAL sites. Pharsight's training courses and consulting services will be available to PAL participants at Pharsight's standard rates. It is highly recommended that all PAL users attend regularly scheduled product training classes to ensure they are knowledgeable on the software products. Training classes and schedules are posted on the Pharsight web site, www.pharsight.com/training.

5 Contact Information

For further information or to participate in this licensing program, please go to www.pharsight.com/pal.

6 About Pharsight Corporation

Pharsight Corporation (Nasdaq: PHST) is a leading provider of software products and consulting services that help pharmaceutical and biopharmaceutical companies improve and accelerate their decision-making in drug development and commercialization. By integrating scientific, clinical and business decision criteria into a dynamic, model-based methodology, Pharsight helps its customers optimize the value of their drug development programs and portfolios from discovery to post-launch marketing and any point in between. Pharsight's computer-based drug-disease models, dynamic predictive market models, clinical trial simulation and advanced valuation models create a continuously evolving view of its customers' development efforts and product portfolios. Pharsight's range of software offerings includes Drug Model Explorer® (DMX®), Pharsight Knowledgebase Server™ (PKS™), PKS Reporter™, Trial Simulator™, WinNonlin®, WinNonlin® AutoPilot™, IVIVC Toolkit™ for WinNonlin®, and WinNonMix® modeling tools. Related software services include pharmacokinetic automation services and training courses. Information about Pharsight is available on the World Wide Web at www.pharsight.com.

Pharsight, WinNonLin, WinNonlin AutoPilot, IVIVC Toolkit for WinNonlin, WinNonMix, Pharsight Knowledgebase Server, PKS, Drug Model Explorer, DMX, PKS Reporter and Trial Simulator are registered trademarks or trademarks of Pharsight Corporation.

Exhibit A: Pharsight Academic Licensee Certification

The following information must be completed on University letterhead, signed by the department head.

Incomplete submissions or submission received from parties other than the department head of the academic program involved will not be reviewed or considered.

Fax completed Certification to: (650) 314-3811, Attn: Academics Department **OR**

Email completed & scanned Certifications to: academics@pharsight.com

Pharsight requires all PAL program licensees to provide the information and acknowledgements listed below. **Previous PAL program members are not exempt from this requirement.**

Pharsight will require the department head of the academic program to submit a signed letter **on university letterhead** with all of the following information clearly listed:

1. First and Last name, full address, e-mail, phone number, title and University of the applicant.

2. The type of software you are requesting licenses for and the quantity of licenses requested. The following software is available:

WinNonlin® Pro

IVIVIC Toolkit™ for WinNonlin®

WinNonMix® Pro*

Trial Simulator™*

**These products require Fortran. A [FORTRAN](#) license is not provided by Pharsight. To acquire an academic Fortran license, please go to the [Intel website](#). The Intel Visual Fortran compiler requires Microsoft Visual C++.NET. These products are not currently compatible with Visual C++.NET 2005. Please acquire Visual C++.NET 2003 from a retailer. These products ARE compatible with Compaq Visual Fortran (no longer available), which can be selected during installation provided you already have it.*

3. Department head name, email address, telephone number, and signature.

EXHIBIT A CONTINUES ON NEXT PAGE

4. A comprehensive overview on how all of the requested Pharsight software will be used at the institution for:

- Classroom instruction- In addition to the overview, please provide copies of the course schedule, syllabus, and description to understand how the students will be exposed to Pharsight's software tools.
- Non-commercially affiliated academic research- Overview should describe how Pharsight tools will be used by students or academic researchers for their personal research projects only. Academic research cannot involve consulting, commercial, or clinical trial research and analysis supported by NIH/NCI or commercial grants.

5. Agreement with signature to the following academic licensing statement:

"Pharsight academic software will never be used by _____ [name of your educational institution] for consulting, commercial, or clinical trial research and analysis supported by NIH/NCI or commercial grants.

_____ *[signed by department head]"*

6. Agreement with signature to the following academic violation policy:

"I understand that if violation of the terms of the PAL program are discovered, all academic licenses granted under the PAL program to _____ [name of your educational institution] will immediately terminate, and in addition to any other remedy that Pharsight may have, licensee will be required to pay to Pharsight, the equivalent commercial value of the licenses for the term during which the licensee was granted an academic license.

_____ *[signed by department head]"*

Please note that all of this information must be included in your certification letter, otherwise your submission will not be reviewed.