LUNG CANCER SYMPTOM SCALE (LCSS) LICENSING & FEE AGREEMENT

The Lung Cancer Symptom Scale (LCSS-QL), a site-specific quality-of-life instrument, provides a practical measure for the lung cancer population (and the LCSS-Meso for mesothelioma). The scale developers, Quality of Life Research Associates, LLC ("QLRA"), and the User identified in this Agreement agree to the following terms and conditions.

I. Primary Agreement:

1. User shall provide sufficient information to identify the study or clinical trial for which the LCSS or LCSS-Meso is being licensed, including the User's institution, organization or company; the number of participating study sites; and the study sponsor or funding source, if applicable. As used herein, "User" means the individual and institution, organization or company identified in the Agreement.
2. User agrees to maintain the licensed LCSS instrument, including all applicable patient and observer scales, in the format provided, without modification, unless written approval is obtained from the scale developers.
3. The licensed LCSS instrument may be presented electronically on a tablet, phone, computer, or other digital platform, provided that the content, response scale, format, and proportions of the instrument are not modified or altered. It is the responsibility of the User to correctly migrate the instrument to the electronic platform. The electronic platform will not be reviewed by the scale developers.
4. User agrees to use the licensed LCSS instrument solely for the study or clinical trial identified in this Agreement and shall not distribute the instrument to other entities without prior written approval from the scale developers.
5. User agrees to use the licensed LCSS instrument (LCSS or LCSS-Meso) for one study or clinical trial only, as identified in this Agreement. A new licensing agreement is required for each additional study or clinical trial.
6. User agrees to cite all primary references by the LCSS developers.

II. Confidentiality:

All information provided by User to LCSS under this Agreement is User Confidential Information. LCSS shall use the User Confidential Information solely for purposes directly related to this Agreement and shall not disclose the User Confidential Information to any person other than its employees who have a direct need to know same for the performance of their employment duties in connection with this Agreement. QLRA's obligations related to the User Confidential Information shall expire on the fifth (5th) anniversary of the date this Agreement is signed.

III. LCSS-QL, Patient and Observer Scales Licensing Fees:

License fees vary depending on the user's source of funding support. The three categories are as follows:

1. For-Profit Sponsored Research
2. Not-For-profit Sponsored Research
3. Unsponsored Research & Special Use

Licensing fees include permission to reproduce as many copies of the copyrighted manual as needed and use of the English version.

Please select the category of licensing fees most appropriate for your trial or study, as outlined below.

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Licensing Fees

1. For-Profit Sponsored Research (Your clinical trial or study is sponsored by a for-profit organization, such as a pharmaceutical, biotechnology, medical device, or other commercial company.)

50 or less enlisted patients	$3500.00 (USD) for each trial or each practice entity.
More than 50 enlisted patients	$5,000.00 (USD) for each trial or each practice entity.

The licensing fee includes use of the English version of the applicable instrument. Additional language versions may be licensed for $500 (USD) per language.

There is an additional license fee that corresponds to the size of the trial or practice, based on the number of sites (note that this license fee is per site (not per patient).

Trial Size Fees are as follows:

Size of sponsored trial	Cost
1 - 3 sites	$3500.00 (USD)
4 - 10 sites	$7,500.00 (USD)
11 – 50 sites	$15,000.00 (USD)
51-150 sites	$25,000.00 (USD)
Over 150 sites	$160.00 / site (USD)

2. Not-For-Profit Sponsored Research (Your clinical trial or study is supported by a not-for-profit source, such as a federal grant, university grant, nonprofit organization, or philanthropic foundation.)

50 or less enlisted patients	$1000.00 (USD) for each trial and for each practice entity.
More than 50 enlisted patients	$1,500.00 (USD) for each trial and for each practice entity.

The licensing fee includes use of the English version of the applicable instrument. Additional language versions may be licensed for $300 (USD) per language.

3. Unsponsored Research & Special Use (For studies without a sponsor or for special uses. If financial assistance is needed, one can request a reduced fee waiver form explaining the circumstances for assistance.)

Up to 100 enlisted patients or 2 years (whichever comes first)	$500.00 (USD) for each trial and for each practice entity (without a fee waiver).

The licensing fee includes use of the English version of the applicable instrument and one additional language version of choice. If more languages are needed, the per language fee is negotiated per circumstances.

- User agrees to use the LCSS for one trial only. For additional trials, new agreements are required. A sponsor will need to be secured for any additional studies.

- For reduced fee waiver applicants, user agrees to use the LCSS for one trial only. For additional trials, new agreements will be required. A sponsor will need to be secured for any additional studies vs. obtaining an additional fee waiver.

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