

Vector Biolabs Service Agreement

THIS AGREEMENT BETWEEN:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(the “Client”)

And

Vector Biolabs

293 Great Valley Parkway
Malvern, PA 19355

(the “Company”)

The Client and the Company agree as follows:

1. **Services.** Company shall provide the services specified on Exhibit I (“Services”) to Client under the terms of this Agreement. The Services shall be performed by Company in accordance with the appropriate professional standards and guidelines and all relevant federal, state and local laws, regulations and policies.

1. **Relationship.** The parties are independent contractors and nothing in this Agreement or the performance of parties under this Agreement shall constitute (or be deemed to constitute in law or in equity) a partnership, agency, distributorship, fiduciary, employment or joint venture relationship between the parties.
2. **Ownership.** All research materials provided by the Client to the Company, including the Research Materials listed on Exhibit I, for the performance of Services and all associated intellectual property rights shall remain the exclusive confidential and proprietary property of the Client. All results of Services (including, without limitation, the AAV (as defined in Exhibit I)) shall be "works made for hire" and shall remain the exclusive property of the Client. The Client may freely transfer, use or pursue all such results of the Services without restriction, including without limitation, additional compensation to Company. Upon completion of the Services, Company shall promptly return or destroy (at Genentech’s discretion) all remaining research materials.
3. **Nondisclosure of Confidential Information**. During the term of this Agreement, Company may receive or have access to certain proprietary and other confidential technical and business information of Client, including without limitation, information and materials produced by Company pursuant to this agreement ("Confidential Information"). While Company is providing services to Client hereunder and for a period of three (3) years thereafter, Company agrees (i) not to use any Confidential Information except as necessary to perform services under this Agreement; and (ii) not to disclose any Confidential Information to others without the express written permission of Client. The foregoing obligation shall not apply to any Confidential Information which (i) Company can demonstrate by written records was previously known to Company; (ii) is now or which becomes public knowledge through no fault of Company; or (iii) Company lawfully obtained from sources independent of Client who had a lawful right to disclose such information.
4. **Payment.** Company shall provide Client a quotation for the Services. The quotation shall be approved by Client prior to the commencement of the Services. Upon completion of the Services, the Client will pay the Company the agreed quotation amount NET 30 from date of delivery of the AAV (as defined in Exhibit I) and receipt of an invoice from Company.
5. **Warranty**. The Company guarantees the generation of recombinant virus. The Company does not guarantee the titer from AAV production unless sufficient information about the transgene and vector are provided to the Company and the Company agrees on the target titer before the work starts. The products are warranted to perform as described in their labeling and in Vector Biolabs literature when used in accordance with their instructions. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THIS EXPRESSED WARRANTY AND COMPANY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. Company’ssole obligation and Client’s remedy for breach of this warranty shall be to repair or replace the products, and failing such remedy, Company shall refund all amounts paid by Client for such products. In no event shall either partybe liable for any proximate, incidental or consequential damages in connection with the products.
6. **Term.** This Agreement shall be effective as of \_\_\_\_\_\_\_\_\_ , 20\_\_ and shall terminate 5 years thereafter. This Agreement may be terminated sooner, however, by Client for any reason or no reason at all on thirty (30) days' prior written notice.
7. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties (whether written or oral) relating to said subject matter. No modification of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each party. This Agreement may be executed in one or more counterparts, each of which together shall constitute one and the same Agreement.  For purposes of executing this Agreement, a facsimile (including a PDF image delivered via email) copy of this Agreement, including the signature pages, will be deemed an original.

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| --- | --- |
| **Client:**By: Print Name:. Title:  (duly authorized)Date:  | **Company:****Vector Biolabs** By: Print Name: \_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (duly authorized)Date:  |

Exhibit I

**Services**

Custom production of the following Slurp1 Adeno-Associated viruses (“AAV”):

* AAV containing\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* AAV containing\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* AAV containing\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Research Materials**

* DNA \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_