

MATERIAL SUPPLY AGREEMENT
(IPSC Reprogramming Services & Derivation of Differentiated Cells from IPSCs)

THIS MATERIAL SUPPLY AGREEMENT (the “**Agreement**”), effective as of _____, 20__ (the “**Effective Date**”), is entered into by and between Cedars-Sinai Medical Center, a California nonprofit public benefit corporation with offices at 8700 Beverly Blvd., Los Angeles, CA 90048 (“**CSMC**”) and _____, a _____ with offices at _____ (“**Client**”). CSMC and Client are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

BACKGROUND

- A. CSMC operates the Cedars-Sinai Biomanufacturing Center; and
- B. Client wishes to acquire a supply of Material (as defined below) and CSMC is willing to endeavor to provide such supply, on the terms and conditions set forth herein; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, CSMC and Client agree as follows:

1. Definitions.

1.1 “**Affiliate**” means any subsidiary, parent, closely-held or other corporation or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the designated Party, but only for so long as such relationship exists. For the purposes of this definition, “control” means: (i) ownership of at least fifty (50) percent of the shares of stock entitled to vote for directors in the case of a corporation, or of at least fifty (50) percent of the interest in profits of a business entity other than a corporation; or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an individual, corporation, or other legal entity, whether through the ownership of voting securities, by contract, or otherwise.

1.2 “**Client Starting Materials**” means the materials described in Section 1 of Exhibit A attached hereto.

1.3 “**Confidential Information**” means any proprietary or confidential information, regardless of the form or format, provided by one Party to the other Party pursuant to this Agreement. Confidential Information shall not include information or materials that, as can be established by the receiving Party by competent proof: (i) was already known to the receiving Party, other than under an obligation of confidentiality, at the time of disclosure; (ii) was generally available to the public or otherwise became part of the public domain at the time of its disclosure to the receiving Party; (iii) became generally available to the public or otherwise became part of the public domain after its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement; (iv) was independently developed by the receiving Party; or (v) was subsequently lawfully disclosed to the receiving Party by a person other than a Party hereto.

1.4 “**Derived Cells**” means cells of any kind that are created by CSMC from Client’s Starting Materials, irrespective of whether such cells are pluripotent. For clarity, Derived Cells include, without limitation: (a) iPS Cells created by CSMC from Client’s Starting Materials, such as those that have been genetically or otherwise manipulated (e.g., by integration of a reporter gene or correction of a genetic defect of the Client’s Starting Materials), and (b) cells created by CSMC from Client’s Starting Materials that are not capable of responding to extrinsically acting cues (such as growth factors, changing media conditions, and other similar cues) to differentiate into various cell types from each of the three primary germ layers (endoderm, ectoderm, mesoderm), including, without limitation, multipotent cells, restricted progenitor cells, and terminally differentiated cells.

1.5 “**Induced Pluripotent Stem Cells**” or “**iPS Cells**”: Human cells (such as skin cells or lymphoblasts) “reprogrammed” to, and stably maintained in, a primordial state over a prolonged period of time and multiple cell divisions without differentiating, and which are capable of developing into cells and tissues of the three primary germ layers (endoderm, ectoderm and mesoderm).

1.6 “**Materials**” means materials produced by CSMC under this Agreement as described in Section 2 of Exhibit A, including Derived Cells and iPS Cells.

1.7 “**Specifications**” means those specifications for the characterization, production and release of the Material described in Section 3 of Exhibit A.

2. **Production.**

2.1 **General.**

(a) **Start Date.** CSMC shall commence work pursuant to the Specifications on the date on which CSMC receives the Client Starting Materials from Client (the “**Start Date**”).

(b) **Use of Reasonable Efforts.** As set forth in this Agreement, the Parties are contracting for CSMC to use reasonable efforts to produce the Material in accordance with the Specifications (the “**Services**”). The Parties acknowledge that the obligations of CSMC hereunder are limited to the use of its reasonable efforts and that no assurance is given that the Material or any other materials will actually be produced by CSMC or supplied to Client pursuant to this Agreement. CSMC is under no obligation to adjust the scope of the Services (such as increasing the scale of the Material or making other adjustments to the Specifications), except upon mutual written agreement of the Parties, in accordance with **Section 11.11** hereof. The Parties agree that CSMC shall use reasonable efforts to produce the Material in accordance with the Specifications no later than _____ days from the Start Date.

2.2 **Supplies and Information.** The Parties recognize that the fitness of the Client Starting Materials for the uses contemplated under this Agreement is necessary for CSMC’s commencement of the Services in accordance with the Specifications. CSMC shall promptly notify Client of any condition that interferes with, or threatens to interfere with, the successful performance of the Services under this Agreement, including, without limitation, any defect in the Client Starting Materials, or their lack of fitness for purpose, including, but not limited to:

deficiencies in composition, quantity or sterility of materials; the completeness and accuracy of the documentation; errors, miscalculations or deficiencies in the Client instructions; inherent tendency of the Client Starting Materials to recombine or lose genetic material, or any other consequence of using Client Starting Materials that hinders, degrades, unduly delays, or prevents the performance by CSMC under this Agreement.

2.3 Delivery of Client Starting Materials. Unless otherwise agreed in writing between Client and CSMC, Client will ship the Client Starting Materials to CSMC. All risk of loss of the Client Starting Materials shall remain with Client until the Client Starting Materials have been delivered to CSMC.

2.4 Permitted Uses of Material. Client shall use the Material solely in accordance with the following restrictions:

(a) The Material shall be used solely for the research purposes specified in Section 4 of Exhibit A;

(b) The Material shall not be used in human subjects in clinical trials without the written consent of CSMC;

(c) The Material shall not be used in research in which it is introduced into non-human primate blastocysts;

(d) The Material shall not be used in research involving the breeding of animals where the introduction of the Material may contribute to the germ line; and

(e) The Material shall be in compliance with applicable Federal, State and local laws and rules and regulations.

3. Price.

The Parties have acknowledged that CSMC's obligations hereunder are limited to the use of reasonable efforts to achieve the tasks specified herein. Payments set forth in this **Section 3** shall be due to CSMC regardless of whether the task is in fact achieved.

3.1 Price of Services. The price for the efforts of CSMC to perform the Services is the amount specified in Section 3 of Exhibit A (the "**Contract Price**"). Of this amount, unless otherwise agreed to by the Parties in writing: (i) twenty-five percent (25%) of the Contract Price, or _____, shall be due within thirty (30) days of Client's receipt of an invoice from CSMC following the Effective Date ("**Initial Payment**"), (ii) twenty-five percent (25%) of the Contract Price upon successful achievement of first significant milestone or _____, shall be due within thirty (30) days of Client's receipt of an invoice from CSMC following Client's receipt of notice that the Services have been completed ("**Milestone Payment**"), and (iii) fifty percent (50%) of the Contract Price, or _____, shall be due within thirty (30) days of Client's receipt of an invoice from CSMC following Client's receipt of notice that the Services have been completed ("**Final Payment**").

3.2 **Invoices.** All invoices shall be addressed to Client's address set forth in Section ___.

4. **Storage and Delivery.**

4.1 **Storage.** CSMC shall notify Client upon completion of the Services.

4.2 **Delivery.** CSMC will deliver the Material to Client at Client's expense using the shipping carrier and method designated by Client in writing . Unless otherwise agreed by the Parties, CSMC will not provide insurance coverage for such shipments over the default amount provided by the carrier selected by Client, and Client assumes the risk of all loss in excess of the amount of such default coverage. Client may instruct CSMC to obtain shipping insurance from the carrier, up the maximum amount offered by carrier, and Client shall pay the price or any such shipping insurance within thirty (30) days of receipt of an invoice from CSMC. If a temperature tracking device is shipped to Client, upon demand, Client will pay CSMC \$___ for each temperature tracking device that is not returned to CSMC within thirty (30) days of receipt by Client.

5. **License Grant to CSMC; Intellectual Property; Ownership; Publication.**

5.1 **License.** During the term of this Agreement, Client hereby grants to CSMC a royalty-free, worldwide, non-sub-licensable, non-exclusive license to make use of the Client Starting Materials and Confidential Information of Client to the extent necessary to produce the Material for Client under this Agreement.

5.2 **Ownership of Pre-Existing Intellectual Property.** Each Party owns all right, title and interest in any of its patents, patent applications, trade secrets, trademarks, know-how and other intellectual or proprietary property existing prior to the Effective Date of this Agreement. Except as expressly provided herein, no license, grant, or assignment of any kind, express or implied, by estoppel or otherwise, is intended or shall be inferred from this Agreement.

5.3 **Ownership of Material.** Client shall retain ownership of the Client Starting Materials and the Materials.

5.3.1 At any time during or after project completion client may deposit materials to CBC biobank for distribution by CBC. Terms of distribution will be negotiated separately.

5.4 **Inventions.** Client is free to file patent applications claiming inventions made by Client through the use of the Material but agrees to notify CSMC upon filing a patent application claiming Material. Should Client develop a commercially applicable technology utilizing Material, Client agrees to inform CSMC in writing of any such development.

5.5 **Publication.** This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the Material ("Publication"). Client agrees to provide appropriate acknowledgement of the source of the Material in all publications, specifically that the Material was provided by the "Cedars-Sinai Biomanufacturing Center." Client agrees to give CSMC written notice of any Publication.

6. Confidential Information, Names and Marks.

(a) For the term of this Agreement and for five (5) years thereafter, a Party (the “**Receiving Party**”) receiving Confidential Information from the other Party (the “**Disclosing Party**”) pursuant to this Agreement shall keep such Confidential Information confidential and shall not use such Confidential Information for any purpose except for the purposes expressly set forth in this Agreement, including disclosing such Confidential Information internally only on a need-to-know basis; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party as the Receiving Party is legally required to disclose such Confidential Information and, prior to any such disclosure the Receiving Party (i) notify the Disclosing Party promptly upon receiving a request or demand for such disclosure, and (ii) reasonably cooperate with the Disclosing Party to delay disclosure until after the Disclosing Party has had an opportunity to respond to such request or demand. Each Party agrees to hold the existence and the terms and conditions of this Agreement in confidence. The Parties acknowledge and agree that there can be no adequate remedy at law for any breach by either Party of this **Section 6(a)**, that any such breach may result in irreparable harm to the disclosing Party for which monetary damages would be inadequate to compensate the disclosing Party, and that the disclosing Party shall have the right, in addition to any other rights available under applicable law or equity, to obtain from any court of competent jurisdiction injunctive relief to restrain any breach or threatened breach of this **Section 6(a)** and for any other relief the disclosing Party deems appropriate, without the necessity of posting any bond or security.

(b) Neither Party shall identify the other Party in any promotional advertising or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name or symbol of the other Party without such other Party’s prior written consent. Any use of one Party’s name will be limited to statements of fact and will not imply endorsement of the other Party’s products or services.

7. Indemnification and Insurance.

7.1 Indemnification.

(a) Client shall indemnify, defend, and hold harmless CSMC and its Affiliates and successors and their respective directors, officers, employees, and agents (collectively, the “**Client Indemnitees**”) from and against any and all liabilities, claims, suits, proceedings, allegations, damages, losses, costs, or expenses (including without limitation attorneys’ and professional fees and other expenses of litigation, arbitration, mediation, and investigation) (“**Claims**”) arising from or occurring as a result of any activity by or on behalf of Client under this Agreement, or any development, testing, manufacture, importation, administration, recall, offer for sale, sale, or any other use or distribution of Material, except to the extent caused by CSMC’s negligence, intentional wrongdoing or willful misconduct, any breach of any law or regulation by CSMC, or any breach or inaccuracy of any of the CSMC’s representations and warranties in this Agreement.

(b) CSMC shall indemnify, defend, and hold harmless Client and its Affiliates and successors and their respective directors, officers, employees, and agents (collectively, the “**Client Indemnitees**”) from and against any and all Claims arising from or occurring as a result of CSMC’s negligence, intentional wrongdoing or willful misconduct, any breach of any law or

regulation by CSMC, or any breach or inaccuracy of any of the CSMC's representations and warranties in this Agreement.

7.2 Preconditions. If any Indemnitee intends to claim indemnification under **Section 7.1**, above, it may do so only if it promptly notifies the indemnifying Party (the "**Indemnitor**") in writing of the Claim. The Indemnitor shall have the sole right to control the defense and settlement of each such Claim; provided, however, the Indemnitor shall make no admission of fault or wrongdoing or other statement reflecting negatively on an Indemnitee, or imposing any obligation on an Indemnitee without the Indemnitee's prior express written consent. The Indemnitee shall provide reasonable cooperation to Indemnitor and its legal representatives in the investigation of any action, claim or liability covered by this **Section 7**. No Indemnitee shall, except at such Indemnitee's own cost, voluntarily make any payment or incur any expense with respect to any Claim without the prior written consent of the Indemnitor.

7.3 CSMC's Insurance. CSMC shall procure and maintain, at its cost and expense, comprehensive general liability insurance coverage and professional liability (malpractice) insurance coverage for the services to be performed by CSMC pursuant to this Agreement (or maintain an equivalent self-insurance retention program) in a form and with coverage (including "tail" coverage) as are customary in type and amount for prudent business organizations providing services similar to those of CSMC in County of Los Angeles, California. The insurance shall cover CSMC and all persons employed or retained by CSMC to provide services under this Agreement. Unless otherwise agreed upon by CSMC and Contractor, the minimum limits of coverage under each of the comprehensive general liability policy and the professional liability policy (or self-insurance retention program) shall be One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual aggregate. CSMC shall give Contractor thirty (30) days' written notice prior to any cancellation, reduction, or other material modification in the amount, scope, or other substantive provisions of such insurance coverage.

7.4 Contractor's Insurance. Contractor shall procure and maintain, at its cost and expense, comprehensive general liability insurance coverage and professional liability (malpractice) insurance coverage for the services and activities rendered by or on behalf of Contractor in a form and with coverage (including "tail" coverage) as are customary in type and amount for prudent business organizations providing services similar to Contractor in the County of Los Angeles, California. The insurance shall cover Contractor and all persons employed or retained by Contractor. Unless otherwise agreed upon by Contractor and CSMC, the minimum limits of coverage under each of the comprehensive general liability policy and the professional liability policy shall be One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual aggregate. Contractor shall give CSMC not less than thirty (30) days written notice prior to any cancellation, reduction, or other material modification in the amount, scope, or other substantive provisions of such insurance coverage.

8.0 Representations, Warranties, and Limitations on Liability.

8.1 Representations, Warranties and Covenants.

(a) To the best of Client's current, actual knowledge without further investigation, Client has all necessary rights and licenses to grant a license and otherwise authorize CSMC to use the Client Starting Materials in the activities contemplated herein; and

(b) This Agreement has been authorized by all requisite officials and senior corporate/other applicable management of each Party and this Agreement constitutes a valid and binding obligation of, and is enforceable by each Party in accordance with its terms;

8.2. Limitation on CSMC Representations, Warranties, and Liability.

(a) **THE MATERIAL IS EXPERIMENTAL IN NATURE AND NOT ALL OF THE CHARACTERISTICS OF SUCH MATERIALS ARE KNOWN. CLIENT WILL USE SUCH MATERIALS WITH PRUDENCE AND APPROPRIATE CAUTION AND IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND STATUTES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CSMC MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY FOR USE IN HUMANS, VALIDITY OF THE PATENT RIGHTS UTILIZED HEREUNDER, NON-INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ADEQUACY OF PRODUCT TESTING TO VERIFY SUITABILITY FOR ANY PARTICULAR USE. EXCEPT AS SET FORTH HEREIN, CLIENT ASSUMES ALL LIABILITY FOR DAMAGES WHICH MAY ARISE FROM ITS USE, STORAGE OR DISPOSAL OF THE MATERIAL PROVIDED BY CSMC.**

(b) **IN NO EVENT SHALL EITHER PARTY OR ITS INDEMNITEES BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

(c) Subject to Client's prior written consent, CSMC may use non-GMP laboratories including, but not limited to third party contractors to perform certain activities or to provide certain products or services under this Agreement ("**Non-GMP Providers**"). CSMC will make reasonable efforts to use Non-GMP Providers that are recognized by CSMC to be competent in their field of operation. Nothing in this **Section 8.2(c)** shall in any way affect the limitations on CSMC representations, warranties and liability as set forth in **Section 8.2(a)**.

8.3 Transfer of Materials. In the event Client transfers the Material to any third party, Client shall ensure that such transfer is subject to a written agreement that includes restrictions on use, distribution and transfer at least as strict as the terms set forth in this Agreement.

9. **Records.** At the end of the term or upon termination, CSMC will retain all documents regarding the manufacture of the Material for a period of three (3) years and notify Client of the location of all such documents before it takes any measures to destroy

them. Under such circumstances it is the responsibility of Client to notify CSMC in a timely fashion, in writing, of its intention to take custody or obtain copies of these records or whether it will need access to the documents to support a marketing application before a regulatory authority.

10. Term and Termination.

10.1 **Term.** Unless earlier terminated in accordance with this Agreement, the term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (“Initial Term”). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive additional terms of one (1) year (each, a “Renewal Term,” and together with the Initial Term, the “Term”) unless either party provides notice of nonrenewal no later than sixty (60) days prior to expiration of the Initial Term or any successive Renewal Term.

10.2 **Termination.** This Agreement may be terminated:

(a) by either Party upon mutual agreement or in the event the other Party has failed to cure a material breach or otherwise defaulted in the performance of any of its obligations hereunder, and such default has continued for thirty (30) days after written notice thereof was provided to the breaching Party by the non-breaching Party;

(b) by CSMC upon notice to the Client for Client’s failure to provide information in accordance with **Section 4**, where such failure has continued for fourteen (14) days after written notice thereof was provided by CSMC to Client;

(c) by CSMC for cause, such as an imminent health risk or patent infringement;

(d) by CSMC upon reasonable written notice to Client in the event that the performance by either Party of any term, covenant, condition or provision of this Agreement actually causes or could be reasonably expected in good faith by CSMC to cause CSMC’s loss of: (i) licensure, (ii) participation in Medi-Cal, Medicare, or other government or commercial health care reimbursement or payor programs, (iii) full accreditation by The Joint Commission, or any other state or nationally recognized accreditation organization, or (iv) tax-exempt status;

(a) upon the written mutual agreement of CSMC and Contractor; and

(b) at any time after the first (1st) anniversary of the Effective Date, by either Party without cause upon sixty (60) days written notice to the other party.

10.3 **Bankruptcy.** If involuntary or voluntary proceedings against or on behalf of a Party are instituted in bankruptcy under any insolvency law, or a receiver or custodian is appointed for such Party, or proceedings are instituted against or by such Party for corporate reorganization or the dissolution of such Party, which proceedings, if involuntary, shall not have been dismissed within sixty (60) days after the date of filing, or if such Party makes an assignment for the benefit of creditors, or substantially all of the assets of such Party are seized or attached and not released within sixty (60) days thereafter, the other Party may immediately terminate this Agreement effective upon notice of such termination.

10.4 **Effects of Termination.** CSMC agrees not to incur additional expenses after receipt of any termination notification from Client hereunder (subject to the requirements of **Section 3.2**). The termination of this Agreement shall not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination.

11. Miscellaneous

11.1 **Governing Law and Jurisdiction.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, applied to contracts made and to be wholly performed in California and without regard to California's choice of law principles. Each Party consents to service of process in any action or proceeding by mailing a copy of such process by United States mail, registered or certified, postage prepaid, return receipt requested, to the addresses as provided under **Section 11.4** below. All disputes, claims or proceedings between the Parties arising under this Agreement shall be brought to trial or other adjudication in the state or federal courts sitting in Los Angeles County, California, and each Party consents to the exclusive jurisdiction of such courts for such purposes.

11.2 **Independent Contractors.** The relationship of the Parties hereto is that of independent contractors. The Parties hereto are not deemed to be agents, partners or joint venturers of the other for any purpose as a result of this Agreement.

11.3 **Assignment.** This Agreement shall not be assignable by either Party to any third party hereto without the written consent of the other Party, which consent shall not be unreasonably withheld. Subject to the foregoing, it is understood that CSMC may contract with third parties to perform any or all of its services, including manufacturing, under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

11.4 **Notices.** All notices, requests and other communications hereunder shall be in writing and shall be personally delivered or sent by telecopy or other electronic facsimile transmission or by registered or certified mail, return receipt requested, postage prepaid, in each case to the respective address specified below, or such other address as may be specified in writing to the other Parties hereto:

In the case of CSMC to: Cedars-Sinai Medical Center
8700 Beverly Boulevard
Los Angeles, California 90048-1865
Attention: Vice President, Intellectual Property

or in the case of Client to: _____

Attention: _____

Any notice, consent, demand, bill, statement, or other communication required or permitted to be given hereunder must be in writing and may be given by personal delivery, by a reputable overnight courier, or by mail, and, if given by mail, notice shall be deemed given three days after the time when deposited in the United States Mail if sent by registered or certified mail, and if

given by other means shall be deemed given when received, addressed to Client or CSMC at the addresses set forth in this **Section 11.4**. Either Party may, by notice to the other given pursuant to this Section, specify additional or different addresses for notice purposes.

11.5 Force Majeure. Neither Party shall lose any rights hereunder or be liable to the other Party for damages or losses (except for payment obligations) on account of failure of performance by the defaulting Party if the failure is occasioned by war, act of terrorism, strike, fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions, failure of suppliers or third parties, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence, intentional conduct or misconduct of the nonperforming Party and the nonperforming Party has exerted reasonable efforts to avoid or remedy such force majeure event; provided, that in the event the delayed performance continues for sixty (60) continuous days or more, then either Party may terminate this Agreement effective immediately upon written notice to the other; provided, further, that in no event shall a Party be required to settle any labor dispute or disturbance.

11.6 Construction. The language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly for or against either CSMC or Client nor for or against its drafter. Any currency units cited herein shall be United States Dollars. Unless otherwise stated, any time units cited herein shall be calendar days, weeks or months, respectively.

11.7 Information. Each Party shall furnish to the other Party any information or perform such acts as are reasonably requested or required by such other Party during the term of this Agreement or any extensions hereof to enable such other Party to comply with the requirements of any U.S. or foreign federal, state and/or government agency.

11.8 Exports. Each Party agrees that it will take all actions necessary to insure compliance with all U.S. and foreign laws, regulations, orders or other restrictions on exports.

11.9 Severability. In the event that any provisions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect without that provision. In such event, the Parties shall in good faith negotiate a substitute clause for any provision declared invalid or unenforceable, which shall most nearly approximate the intent of the Parties in entering this Agreement.

11.10 Waiver. The waiver of or failure to enforce any breach of any term, covenant, or condition contained in this Agreement by either Party shall not be deemed to be a waiver of any subsequent or similar breach of the same or any other term, covenant, representation, warranty, or condition.

11.11 Entire Agreement. This Agreement constitutes the entire agreement, both written and oral, between the Parties with respect to the subject matter hereof, and all prior agreements respecting the subject matter hereof, either written or oral, expressed or implied, are merged and canceled, and are null and void and of no effect. No amendment or change hereof or addition hereto shall be effective or binding on either of the Parties unless reduced to writing and

duly executed on behalf of both Parties. In the event of any conflict between the terms of this Agreement and the terms of an attached Exhibit(s), the terms of this Agreement shall apply.

11.12 **Headings.** The captions to the several Sections hereof are not a part of this Agreement, but are included merely for convenience of reference only and shall not affect its meaning or interpretation.

11.13 **Survival.** Any and all provisions, promises, representations, and warranties contained herein which by their nature or effect are required or intended to be observed, kept, or performed after the term or termination of this Agreement will survive such term or termination and remain binding upon and continue to the benefit of the Parties.

11.14 **Execution.** This Agreement may be executed in two counterparts, each of which shall be deemed an original and which together shall constitute one instrument.

11.16 **Third Party Beneficiaries.** The Parties agree that there are no third party beneficiaries of the rights granted to either Party pursuant to this Agreement.

11.17 **Attorneys' Fees.** In the event of any litigation or other action or proceeding between the Parties hereto to enforce any provision of this Agreement or any right of either Party hereto, the unsuccessful Party to such litigation covenants and agrees to pay to the prevailing Party therein, in addition to damages, injunctive or other relief, all costs and expenses, including, but not limited to, reasonable attorneys' and experts' fees and court costs, not limited to taxable costs, incurred therein by such prevailing Party, all of which shall be included in and as a part of any judgment rendered in such litigation or proceeding.

IN WITNESS WHEREOF, Client and CSMC have executed this Agreement by their respective duly authorized representatives.

[CLIENT]

CEDARS-SINAI MEDICAL CENTER

By: _____
Print Name:
Title:

By: _____
Print Name: James D. Laur, JD
Title: Vice President, Intellectual Property

Client Principal Investigator:

CSMC Principal Investigator:

By: _____
Print Name:

By: _____
Print Name:

FOR VIEWING ONLY
PURPOSES ONLY

Exhibit A

DESCRIPTION OF SERVICES TO BE PROVIDED BY CSMC

SUMMARY OF WORK PLAN

SECTION 1: CLIENT STARTING MATERIALS

SECTION 2: MATERIAL TO BE PRODUCED BY CSMC

SECTION 3: SPECIFICATIONS OF THE MATERIAL

SECTION 4: PAYMENTS

Table 1. Cost of Production

FOR VIEWING
PURPOSES ONLY