**STATEMENT OF WORK**

This Statement of Work is effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2022 (the “Effective Date”), and is entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Company”) and Crispr QC, Inc. (“Crispr QC”) (each a “Party” and together, the “Parties”). This Statement of Work is subject to the terms and conditions attached hereto as Schedule A and incorporated by reference herein (the “Terms and Conditions”, and together with this Statement of Work, collectively, the “Agreement”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in Schedule A.

**Services:** Crispr QC shall perform the following services and deliver the following deliverables (the “Services”):

**Compensation**: In consideration for the Services provided hereunder, the Company shall pay Crispr QC the following fees and expenses:

**Additional Terms and Conditions**:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

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| --- | --- |
| Crsipr QC: | [COMPANY] |
| By: [counterpartySignerSignature] | By: [executiveVicePresidentOpcStrategyTechnologySignature] |
| Name:[counterpartySignerName] | Name: |
| Title: [counterpartySignerTitle] | Title: |
| Address:[counterpartySignerTextField] | Address: |
| Email:[counterpartySignerEmail] | Email: |

1. Term and Termination.This Agreement shall remain in full force and effect from the effective date of the attached Statement of Work (“SOW”) until the earliest to occur of (i) Crispr QC’s completion of the Services described in the SOW or (ii) termination of the Agreement pursuant to the terms of the Agreement. Each Party shall have the right to terminate this Agreement if a breach of any material obligation of the other Party under this Agreement exists, and such breach has not been remedied or cured within 30 days of the other Party’s receipt of written notice thereof.
2. Invoices. Unless otherwise set forth in an SOW, Invoices shall be due and payable thirty (30) days after receipt of Crispr QC’s invoice by the Company in accordance with the terms and conditions of the applicable SOW, and all invoices shall include payment instructions and such other information reasonably requested by the Company. In the event that payment is not received on a timely basis, Crispr QC reserves the right to cease all Services until such time that payment is made in full; additionally, Company shall be responsible for all collection and legal fees and expenses associated with late payment or non-payment. Late payments shall accrue interest at the rate of 18% a year, or the largest amount permitted by law. Services are non-cancellable and non-refundable other than due to an uncured material breach pursuant to the terms and conditions set forth in Section 1.
3. Warranty and Disclaimer. Crispr QC represents, warrants and covenants to the Company that Crispr QC shall perform the Services using qualified personnel of required skill, experience and qualifications, and in a professional and workmanlike manner in accordance with industry standards for similar services. OTHER THAN THE FOREGOING WARRANTY, ALL SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND CRISPR QC DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. CRISPR QC DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CRISPR QC DOES NOT GUARANTY ANY SPECIFIC RESULTS IN REGARDS TO THE SERVICES.
4. Ownership of Work. Company is and shall be the sole and exclusive owner of all data and reports delivered to Company by Crispr QC under the Agreement, subject to the following: (i) Company has paid Crispr QC all amounts due and is not otherwise in breach of this Agreement; (ii) Company shall not, directly or indirectly, use the data and reports (in whole or part) delivered to it by Crispr QC other than for research and non-commercial use and in compliance with applicable law; and (iii) notwithstanding Section 5, Crispr QC shall have the perpetual right and license to use all data (in an anonymized and non-identifying basis) generated under this Agreement for research purposes, to improve its platform and services, and for non-commerical and internal business purposes.
5. Confidentiality. Each Party (the “Receiving Party”) shall use any Protected Information disclosed to it by the other Party (the “Disclosing Party”), or otherwise made available to Receiving Party, solely for the purpose of fulfilling its obligations under the Agreement and shall keep such Protected Information strictly confidential. “Protected Information” is defined as all business and technical information concerning the Disclosing Party and any other information of the Disclosing Party that under the circumstances a reasonable person would consider to be of a confidential nature and that is not generally known to the public, including, but not limited to, the Company’s operations, strategies and methodologies; source code; technical, financial and business information and data; lists of actual or potential donors; location; proprietary methods and processes; and business and other plans and strategies. “Protected Information” further includes all information that the Disclosing Party is required by third parties to keep confidential. Protected Information shall not include information that is: (a) known or becomes generally available to the public other than as a result of an unauthorized disclosure by Receiving Party; (b) known to Receiving Party at the time of disclosure, provided that the source of such information, materials or data was not known to be bound by an obligation of confidentiality with the Disclosing Party or through a party that had an obligation of confidentiality with the Disclosing Party in respect thereof; (c) rightfully obtained by Receiving Party on a non-confidential basis from a third party which is not known by Receiving Party to be prohibited from disclosing such information, materials or data to Receiving Party, by a legal, contractual or fiduciary obligation to the Disclosing Party; (d) is independently developed by Receiving Party without use of any confidential and proprietary information, materials or data of the Disclosing Party; or (e) required to be disclosed by law or any governmental authority.
6. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST PROFITS AND LOST BUSINESS, INCURRED BY THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THESE LIMITATIONS WILL APPLY EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN WITH RESPECT TO A BREACH OF SECTION 4 OR 5, IN NO EVENT WILL A PARTY’S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICES UNDER THIS AGREEMENT. THIS LIMITATION WILL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, PROPRIETARY RIGHTS INFRINGEMENT, MISREPRESENTATION, AND ALL TORTS.
7. General Provisions.
   1. Independent Contractor Status; No Authority to Bind. Crispr QC will act solely as an independent contractor in delivering the Services, and nothing herein will at any time be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between the Company and Crispr QC. Crispr QC will have no right or authority to act for or represent the Company. Crispr QC shall indemnify and hold the Company and its Representatives harmless from and against any and all Losses arising from any determination (whether administratively or judicially) that a relationship, other than that of independent contractor, exists between the Company and Crispr QC, or in connection with hiring, termination, compensation, discipline, evaluation and resolution of complaints and grievances of Crispr QC’s employees.
   2. Waiver. A waiver on the part of the Company or Crispr QC of any term, provision or condition of this Agreement shall not constitute a precedent or bind either party to a waiver of any succeeding breach of the same or any other term, provision or condition of this Agreement.
   3. Survival. Sections 4, 5, and 6, and all other provisions of this Agreement which by their nature are intended to survive completion of the Services or termination of this Agreement, shall survive any termination or expiration of this Agreement.
   4. Assignment. This Agreement shall be binding on and inure to the successors and permitted assigns of the parties hereto.
   5. Notices. Any information or notices required to be given under this Agreement shall be in writing and (i) delivered personally, (ii) emailed to the applicable party at the address set forth on the SOW, or (iii) mailed via a national recognized overnight carrier to the applicable party at the address set forth on the SOW, unless by notice, a party changes or supplements the address/addressee for giving notice. Notices shall be deemed delivered on the date personally delivered, when emailed, or the next business day if mailed via a nationally recognized overnight courier. Any notice of default, non-payment or termination must be sent both via (i) e-mail and (ii) personal delivery or mail via a nationally recognized overnight courier, and shall be deemed delivered the next business day.
   6. Governing Law. This Agreement, including all exhibits and schedules, shall be governed by and interpreted pursuant to the laws of the state of California, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the state of California. Crispr QC hereby consents to the exclusive jurisdiction of and venue in the Federal or State courts in California in any action or claim arising out of, under or in connection with this Agreement, or the relationship between the parties hereto.
   7. Conflict. In the event of a conflict between these Terms and Conditions and the SOW, these Terms and Conditions shall prevail.
   8. Entire Agreement; Severability. This Agreement, including any exhibits and any addenda thereto, constitutes the entire agreement between Crispr QC and the Company. This Agreement supersedes all prior or contemporaneous communications, representations, understandings and agreements, whether oral or written, relating to the Services. This Agreement may be amended only by a written instrument signed by both parties. The captions in this Agreement are for the convenience of the parties and shall not constitute a part of this Agreement nor be considered interpretative thereof. If any section, paragraph, part, term, or provision of this Agreement is construed or held to be void, invalid, or unenforceable by order, decree, or judgment of a court of competent jurisdiction, the remaining sections, paragraphs, parts, terms, and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect. Signatures delivered electronically (for example, by email) shall have the same force and effect as an originally executed signature. Any fully executed copy of this Agreement will be deemed an original.