

## Standard Service Agreement

**1. General.** WatsonBio LLC. and its subsidiaries and affiliates (individually and collectively “WatsonBio”) are providing custom or contract research services in life sciences industry. This Standard Service Agreement and any schedule(s), attachment(s), quote/quotation(s) and exhibit(s) agreed and executed by WatsonBio and service purchaser (“Service Agreement”) shall govern the provision of all custom/contract research services (“Services”) by WatsonBio to service purchaser. The schedule(s), attachment(s), quote/quotation(s) and exhibit(s) described herein may be collectively referred to as the “Quotation(s)”. Service purchaser is hereby referred to as “Client.” WatsonBio and Client are hereby collectively referred to as “Parties.”

**2. Service Agreement.** Unless acknowledged and signed by WatsonBio in writing, any additions or alterations by Client shall not bind WatsonBio. WatsonBio’s failure to object to any amendments, alterations, additions or proposals contained in any work order or other form or document from Client shall not be construed as a waiver of the Service Agreement nor an acceptance of any such amendments, alterations, additions or proposals.

**3. Scope of Work.** WatsonBio will perform its Services under this Agreement and set forth in each of its Quotations sent from WatsonBio to Client from time to time during the term of this Agreement, Client will pay WatsonBio the fee for Services rendered pursuant to this Agreement and each of the quotations. Subject to the terms of this Agreement, the scopes, terms and conditions of the Services, payments and expenses, required completion time and all other matters or information relating to the completion of the Services, are provided in each of the quotations.

**4. Changes of Scope/Services.** Changes to the Scope or Services must be agreed upon and authorized by representatives of WatsonBio and Client in writing. If such changes result in an increase in the cost and labor of the Services or affect the projected date of completion of the Services (or portions thereof), the compensation for the Services and/or completion date(s) shall be adjusted to a degree commensurate with such changes agreed upon by WatsonBio and Client in writing. Cancellation of Services in progress will result in a partial charge commensurate with the percentage of work completed at the time of cancellation, in addition to any approved expenses beyond recall at the time of termination, which incurred prior to termination, and any other actual costs and charges incurred due to the early termination. WatsonBio has the right to terminate the Service Agreement without any liability to Client if no agreement could be reached regarding the changes and adjustment of compensation and costs by WatsonBio and Client in writing.

**5. Compensation and Payments.** The Client shall pay WatsonBio for the Services within thirty (30) days from the date of the invoice(s), or, if applicable, according to the compensation rate and payment schedule as set forth in quotation. Invoices shall be sent to Client upon completion of the Services and delivery of the applicable Deliverable(s) to Client, or, according to the schedule agreed upon by WatsonBio and Client in writing. If Client defaults in any payment when due, WatsonBio, at its option and without prejudice to its other lawful remedies, may delay performance, defer delivery, charge higher interest rate to the maximum amount allowed by law on undisputed amounts owed, and/or terminate the Services Service Agreement. All payments due hereunder shall be made in the currency specified by WatsonBio in writing in the Invoice.

**6. Taxes and Other Charges.** Unless Parties agree in writing, Client will be responsible for any use tax, sales tax, excise tax, custom duty, inspection or testing fee, or any other taxes, fees, duties or charges imposed by any governmental authority, relating to or measured by the transaction, in addition to the prices quoted or invoiced in the Service Agreement. If WatsonBio is required to pay any such taxes, custom duties, fees or charges, Client shall reimburse WatsonBio thereof or provide WatsonBio an exemption certificate or other document acceptable to the authority imposing the taxes, duties, fees, or charges at the time the order is placed.

**7. Materials and Information.** Client will provide WatsonBio with sufficient amount of its information and materials such as cells, compounds, samples, or other substances needed to complete the Services (“Client Materials”), as well as comprehensive data or information concerning the stability, storage and safety requirements of such Client Materials needed by WatsonBio to complete the Services. WatsonBio will use Client Materials in accordance with the Service Agreement and only in the execution of Services for the benefit of the Client. Unless otherwise requested by the Client, upon completion of the Services any remaining Client Materials will be destroyed. WatsonBio will not transfer or provide Client Materials, in whole or in part, to any third party, other than a subcontractor, without the Client’s prior written approval.

**8. Work Product.** Client shall be the exclusive owner of and shall be in titled to all documentation, information, records, raw data, protocols, specimens or other work product supplied by Client and/or generated by WatsonBio as a direct result of execution of the Services (“Work Product”). WatsonBio’s method(s) or process (es) used in the execution of Services, laboratory notebooks or other records maintained with respect to the Services will be owned by WatsonBio. Upon completion of the Services WatsonBio will archive the work product for a period of one (1) year. Watsonbio may retain one copy of such work product for the sole purpose of determining its obligations under this Agreement but may make no further use thereof.

**9. Confidentiality.** WatsonBio will treat all data generated in the Services and all Client Materials including sequences as proprietary and confidential and will not disclose the same to any person except its employees, consultants, and subcontractors to whom it is necessary to disclose the data for purposes of providing the Services. If the disclosure is requested in any legal proceedings, WatsonBio will notify Client promptly prior to any disclosure to permit Client to oppose such disclosure by appropriate action. Client agrees to reimburse out-of-pocket costs and reasonable attorney’s fees if WatsonBio is obligated to testify or produce documents in any legal or administrative proceedings regarding the Services.

**10. Limited Warranty, Breach and Remedy.** The Service Agreement is a contract for Services only. WatsonBio’s sole warranty with respect to the Services is that WatsonBio will perform the Services in accordance with the standard of performance set forth above. Client shall notify WatsonBio in writing of any claim for a breach of such warranty within one (1) month after delivery by WatsonBio of the final Deliverable relating to such Services. The sole remedy to Client for breach of such warranty shall be to require WatsonBio to re-perform the Services.

**11. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WATSONBIO (OR ITS SUBSIDIARIES, AFFILIATES, SUBCONTRACTORS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) BE LIABLE UNDER ANY LEGAL THEORY AS A RESULT OF WATSONBIO’S PERFORMANCE OF THE SERVICES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF CUSTOMERS, CLIENT OR GOODWILL.

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**12. Indemnification.** Client shall indemnify and hold harmless WatsonBio, its subsidiaries and affiliates, and their respective officers, directors, employees, and agents from and against any and all expenses, damages, costs, judgments, and losses arising from any Client's product or service based in whole or in part on Services delivered hereunder or any portion thereof.

**13. Termination.** WatsonBio may terminate the Service Agreement within thirty (30) days in the event that Client breaches or fails to comply with any material provision of the Service Agreement, and fails to remedy the breach or failure to the satisfaction of WatsonBio within fifteen (15) days of receiving written notice where the breach or failure is capable of being remedied.

**14. Force Majeure.** Except with respect to the obligation to make payment, neither WatsonBio nor Client shall be responsible for failure or delay in performance of its obligations related to the Services due to causes beyond its reasonable control, including but not limited to, acts of God, governmental actions, fire, labor difficulty, shortages, civil disturbances, transportation problems, interruptions of power or communications, failure of suppliers or subcontractors, or natural disasters.

**15. Additional Notes for Customer Services.** WatsonBio provides clients with free consulting services including, but not limited to, design and digital assembly of sequence, choice of vector and cloning site, antigen sequence design, and help on choice of service packages. Client shall acknowledge and agree that these additional services are provided free of charge and are provided for informational purposes only. Client shall acknowledge that WatsonBio does not warrant or represent the accuracy or applicability of suggestions provided by WatsonBio Account Manager as part of the free consulting services. Client shall agree that it remains Client's responsibility to evaluate such suggestions before adopting them. **Finally, by placing an order with WatsonBio, Client will be deemed to have read, understood, and agreed to the above Service Agreement.**

Entire Agreement. This Agreement sets forth the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions by or between the Parties pertaining to the subject matter of this Agreement. There are no warranties, representations or other agreements, whether oral or written, express or implied, collateral or otherwise, by or between the Parties pertaining to the subject matter of this Agreement except as set forth in this Agreement.

Governing Law And Consent To Personal Jurisdiction: This Agreement shall be governed by the laws of the State of Texas, without regard to the choice of law provisions thereof. Parties hereby expressly consent to personal jurisdiction in the State and federal courts located in Harris County, Texas for any lawsuit arising from or relating to this Agreement, without regard to her then-current residences or domiciles.

In Witness Whereof the parties have executed this agreement on \_\_\_\_\_, 2019.