



**Grant Service Agreement
Terms and Conditions**

between

Dr XXX, University of XXX, Address with EAN number XXX (“X”), (“Customer”),

and

Resolve BioSciences GmbH, a business corporation organized and existing under the laws of Germany, commercial register of local court of Dusseldorf no. HRB 88596, with its office at Gebäude A03, c/o Creative Campus, 40789 Monheim am Rhein, Germany (“RESOLVE” or “Provider”).

WHEREAS, Resolve is providing a grant for Customer to perform its Services as set out in the Exhibit to this Agreement (Resolve Biosciences Molecular Cartography Grant Program).

WHEREAS, RESOLVE has expertise, know-how, materials, data, compounds and intellectual property relating to performing experiments related to in situ detection and quantification of up to 100 mRNAs at subcellular resolution and associated bioinformatics, and is providing services related deliverables in this area, and

WHEREAS, [MP] wishes to engage RESOLVE for such types of services.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained, the parties agree as follows:

Definitions

“Agreement” means this Services Agreement, including all Exhibits, as amended from time to time by the parties.

“Affiliate” means any corporation or other entity, which directly or indirectly controls, is controlled by or is under common control with a Party to this Agreement. A corporation or



other entity shall be regarded as in control of another corporation or entity if it owns or directly or indirectly controls more than fifty percent (50%) of the voting stock or other ownership interest of the other corporation or entity, or if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the corporation or other entity or the power to elect or appoint more than fifty percent (50%) of the members of the governing body of the corporation or other entity.

“Applicable Law” means any laws, standards, rules, regulations and other requirements (regulatory or other) in any jurisdiction, as applicable to the rights and obligations set forth in this Agreement, and/or the Services, in effect from time to time.

“Background” means any invention, discovery, creation, work, idea, design, process, protocol, specification, method, methodology, technique, formula, software, technology, research tool, equipment, tool, material, substance, product, data, database, information, documentation, report, trade secret or know-how, whether or not patentable or copyrightable, and all intellectual property rights or other proprietary rights therein or thereto (including the right to obtain patent or other intellectual property right protection, which shall include preparing, filing, prosecution and defending the same), owned or controlled by a party, and (i) existing prior to the Effective Date, or (ii) conceived, created, developed, generated and/or reduced to practice independently of the Services.

“Effective Date” means the date of the last signature of this Agreement.

“Result” means any Asset conceived, created, developed, generated and/or reduced to practice as a result of the performance of the Services.

“Services” means the services, including the provision of any deliverables, to be provided by Provider under this Agreement, as set forth in Exhibit 1 (Statement of Work, **“SOW”**). The Service consists of an *in-situ* RNA detection comprising samples placed on max. 1 slide (8 wells).



Grant Offer

Resolve offers Customer the grant funding set out in this Agreement on condition that the Customer complies fully with the terms of this Agreement.

The Customer acknowledges that resolve agrees to provide the Services only for the period and purposes set out in this Agreement.

Supply of Services

Provider or its Affiliates shall perform its Services as defined in the SOW (Exhibit to this Agreement).

Provider or its Affiliates shall perform the Services in compliance with (i) this Agreement, (ii) the SOW and (iii) Applicable Law.

Provider shall keep Customer regularly advised of the progress of the Services. At the request of Customer or as otherwise agreed in writing between the parties, Provider shall promptly provide Customer with all reports, data, documentation, materials, and other deliverables (“**Deliverables**”) evidencing the same. Such requests must not affect the performance of the Service.

Any change to the Services shall be subject to a written amendment to this Agreement or its SOW signed by the parties. Prior to any such change, the parties shall discuss all consequences of such change, including in relation to the budget, resource allocation, timing and other relevant terms.

If all or any portion of the Services and/or Deliverables are not complete or do not conform with the Applicable Requirements, Customer may require Provider (i) to complete or re-perform the Services, and/or correct or replace the non-conforming Deliverables, within a reasonable period in an ordinary manner and at no additional cost to Customer, and (ii) in case such correction or replacement is not successful to refund to Customer all amounts paid under this Agreement corresponding to the non-conforming Services and/or Deliverables.



Provider represents and warrants that it has and shall maintain adequate resources to properly perform the Services, as well as any required permits, licenses, accreditations and certifications as well as qualified personnel for the performance of the Services.

Customer's Materials

Except as set forth in the SOW, Customer shall have no obligation to provide any material, software, data, databases, equipment, tools or other assets for the performance of the Services.

Customer has to submit the selected gene list and signed BSL form within three weeks of the grant award. Customer needs to confirm that the Customer Materials will be available for processing within five weeks of the grant award

Provider shall ensure that all Material, software, data, databases, equipment, tools and other assets provided by or on behalf of Customer to Provider, ("Customer Materials"), shall be: (i) traceable; (ii) used by Provider solely for the purpose of the performance of the Services; (iii) stored, handled and used in compliance with the Applicable Requirements; and (iv) at the request of Customer or as otherwise agreed in writing between the parties, returned to Customer or destroyed (at Customer's discretion); any costs of destruction shall be borne by Customer. Any equipment provided as part of the Customer Materials shall be returned to Customer in its original state, subject to ordinary wear and tear.

Provider shall not distribute, transfer, disseminate, duplicate or release the Customer Materials, or otherwise provide access to the Customer Materials, to any third party, without Customer's prior written consent. Provider agrees not to attempt to determine in any way (by testing, mapping-back, reverse engineering or otherwise) the Properties of the Customer Materials, or make any extracts, or alternative forms of, or modifications to, the Customer Materials, unless as required for the performance of the Services.

Provider acknowledges that the Customer Materials may be experimental in nature and may have biological, chemical and/or hazardous properties that are unpredictable and unknown, and should be used with caution and prudence. Customer shall provide Provider with the information in Customer's possession necessary for the safe handling of the Customer Materials.



Provider Materials

Other than Customer Materials, Provider shall be responsible for providing all material, software, data, databases, equipment, tools and other Assets necessary for the provision of the Services (“**Provider Materials**”).

Provider shall maintain the functionality of any electronic system used in the performance of the Services and shall technically support and maintain such electronic systems. Provider represents and warrants that any software used in the performance of the Services shall remain functional. Provider shall maintain such software current, using supported releases from the applicable third-party software provider (if applicable). The transfer of technical responsibility to any third party does not release Provider from the abovementioned representations and warranties.

Provider shall have all right, title and interest in and to the Provider Materials, through ownership or license (as applicable), as required for the performance of the Services, including the provision of the Deliverables for their permitted use, free and clear of all claims, liens, security interests and other encumbrances.

Customer shall not distribute, transfer, disseminate, duplicate, or release Materials of Provider, or otherwise provide access to such Materials, to any third party, without Provider’s prior written consent. Customer agrees not to attempt to determine in any way (by testing, mapping-back, reverse engineering or otherwise) the Properties of the Materials of Provider, or make any extracts or alternative forms of, or modifications to, the Materials of Provider.

Remuneration

Customer shall not pay Provider for the performance of the Services in accordance with the terms specified hereunder and the terms specified in the applicable SOW.

Each party shall pay its own costs and expenses incurred during the Services. Under no circumstances shall a party be obligated to reimburse the costs and expenses of another party unless otherwise provided in this Agreement or agreed to by the parties in writing.



Parties agree that, except where specifically agreed to the contrary, neither the Customer's General Purchasing Conditions nor the General Conditions of Sale of Provider are applicable to this Agreement.

Term and termination

The term of this Agreement will begin on the Effective Date and end two months from Effective Date latest or upon completion of the Services, unless sooner terminated in accordance with the terms of this Agreement or extended on the basis of a written amendment signed by the parties.

A party may terminate this Agreement with immediate effect upon written notice to the other party, if the other party materially breaches any of the terms of this Agreement and such breach is not cured within thirty (30) days after written notice thereof to the breaching party; provided, however, that no cure period shall apply.

A party may terminate this Agreement with immediate effect upon written notice to the other party in the event of insolvency of, assignment for the benefit of creditors by, or the initiation of bankruptcy proceedings by or against, the other party.

At the latest within ten (10) days from the effective date of any termination or expiry of this Agreement, Provider shall return to Customer (or, at Customer's request, destroy) all Customer Materials, and deliver to Customer all Deliverables as well as all other Results, including any work-in-process. Customer shall pay all remuneration due and payable within ten (10) days from the effective date of any termination or expiry of this Agreement.

No termination or expiry of this Agreement shall release any party from any liability which at such time had already accrued, and no such termination or expiry shall affect the survival of any right, duty or obligation of any party that is stated in this Agreement to survive or that by its nature survives such termination or expiry.

Confidentiality

As used herein, "**Confidential Information**" means all information, material or other Assets provided to one party ("**Receiving Party**") by or on behalf of the other party ("**Disclosing Party**"), or otherwise acquired (e.g., generated, collected, purchased) by Receiving Party from,



for or on behalf of Disclosing Party, pursuant to the rights and obligations under this Agreement, including all information set forth in this Agreement. “Confidential Information” also includes any information with respect to any potential services to be provided under this Agreement, regardless of whether Provider actually provides any such services, including any discussions between the parties with respect thereto.

Receiving Party shall keep Disclosing Party’s Confidential Information in confidence, and shall not (i) use or reproduce Disclosing Party’s Confidential Information for any purpose other than as required to perform the obligations or exercise the rights granted in connection with this Agreement; or (ii) disclose Disclosing Party’s Confidential Information to any third party, without the prior written approval of Disclosing Party, except that Receiving Party may disclose Disclosing Party’s Confidential Information to its personnel, agents and representatives or its Affiliates (collectively, “**Representatives**”) that have a need to know such Confidential Information in connection with this Agreement and agree to be bound by the obligations of non-disclosure and non-use as set forth in this Section 7. Each of the parties is responsible for any breach by its Representatives of the obligations of non-disclosure and non-use as set forth in this Section 7. In the event of loss, theft, actual or suspected misuses, or misappropriation of any of Disclosing Party’s Confidential Information by Receiving Party or its Representatives, Disclosing Party must be notified immediately by Receiving Party.

The obligations of non-disclosure and non-use as set forth in this Section do not apply to any portion of Confidential Information that, as demonstrated by competent proof: (i) was known to Receiving Party prior to being received from Disclosing Party as evidenced by Receiving Party’s written and/or electronic records; (ii) is, or becomes, part of the public domain through no wrongful act on the part of Receiving Party; (iii) is received by Receiving Party on a non-confidential basis from a third party having a legal right to disclose such Confidential Information; or (iv) is independently developed by or on behalf of Receiving Party without reference to or reliance upon Disclosing Party’s Confidential Information as evidenced by Receiving Party’s written and/or electronic records. These exceptions will not apply to any specific Confidential Information merely because it is included in more general non-confidential information, nor to any specific combination of Confidential Information merely because individual elements of the combination, but not the combination itself, are included in non-confidential information.



If Receiving Party is required by a governmental authority or by order of a court of competent jurisdiction to disclose any of Disclosing Party's Confidential Information, Receiving Party shall (i) provide Disclosing Party with prompt notice of such event, to the extent legally feasible, so that Disclosing Party may take appropriate steps, including intervening, to protect the confidentiality of the Confidential Information, (ii) take all reasonable and lawful actions to avoid or minimize the degree of such disclosure and to obtain assurance that confidential treatment will be afforded to the Confidential Information, and (iii) use reasonable efforts to cooperate with Disclosing Party in Disclosing Party's efforts, at Disclosing Party's written request and expense, to apply for an appropriate protective order or similar legal remedy. In the event that such legally compelled disclosure is made as permitted hereunder, Receiving Party shall continue in all other ways to maintain the confidentiality obligations and use restrictions herein with respect to such Confidential Information and shall disclose only that portion of Confidential Information as is legally required to be disclosed.

The obligations of non-disclosure and non-use as set forth in this Section shall continue for five (5) years after any termination or expiry of this Agreement; provided, however, that all Confidential Information (i) that constitutes the Background, Materials or Results, (ii) that reveals the Properties of any of the Background, Customer Materials or Results, or (iii) from which the Properties of any of the Background, Materials or Results may be determined (by testing, mapping-back, reverse engineering or otherwise), shall remain subject to the obligations of confidentiality and non-use of this Agreement until such obligations no longer apply as provided for under this Section.

Other than as explicitly set forth in this Agreement, nothing in this Agreement grants to the Receiving Party, either express or implied, any license or other right, title and interest in or to the Disclosing Party's Confidential Information.

Background and Results

Each party shall retain the ownership of its right, title and interest in or to its Background. Other than as explicitly set forth in this Agreement, nothing in this Agreement grants, either express or implied, any license or other right, title and interest in or to a party's Background to the other party.



All right, title and interest in and to the Results shall be the exclusive property of Customer. All copyrightable Results shall be considered “work made for hire” for the benefit and exclusive property of Consumer to the fullest extent permitted by law. To the extent that any Results cannot be considered “work made for hire”, or Customer does not otherwise automatically acquire ownership in and to the Results (whether or not copyrightable), Provider hereby irrevocably assigns to Customer all right, title and interest in and to the Results. For the avoidance of doubt, such assignment shall include the worldwide right to make, use, offer for sale, sell, import and store; and, in respect of copyrightable Results, to reproduce, distribute, publish, translate and adapt. To the extent that any such assignment is not permitted by law, Provider hereby grants to Customer a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, transferrable exclusive license, sub-licensable through multiple tiers, in and to the Results to the fullest extent permitted by law. The remuneration awarded to Provider under this Agreement shall constitute sufficient consideration for the grant and/or assignment to Customer (as applicable) of the rights, title and interest in and to the Results as set forth in this Agreement.

Provider shall, and shall ensure its personnel shall perform such acts as required to perfect the grant and/or assignment to Customer (as applicable) of the right, title and interest in and to the Results as set forth in this Agreement, and assist Customer in obtaining patent or other intellectual property right protection for any and all Results (which shall include preparing, filing, prosecution and defending the same), including by signing any and all documents required. If Customer requires such assistance of Provider, it shall bear all costs.

Provider represents and warrants that the right, title and interest in and to the Results, granted and/or assigned to Customer (as applicable) as set forth in this Agreement, are proprietary to Provider and/or, if they are the result of delegation or subcontracting, have been duly claimed, secured and maintained, and assigned to Provider. Provider represents and warrants that the Services, including the Results, and the use thereof by Customer, do not infringe or misappropriate the intellectual property rights or other proprietary rights therein or thereto of any third party and do not violate any confidentiality obligations Provider has to any third party.

Representations and warranties

The Parties represent and warrant that:



- a. Customer and Provider have the full right, power and authority to enter into this Agreement without the consent of any third party.
- b. Provider warrants and represents that it is under no obligation to any third party, nor will it enter into any obligation with a third party, contractual or otherwise, that would limit Provider's ability to perform the Services or comply with any other of its obligations under this Agreement. Provider has all rights required to perform the Services and comply with any other of its obligations under this Agreement without any conflict of interest to any third party and without violating any confidentiality obligations it may have to any third party. Provider has obtained all third-party consents which are necessary or appropriate for the performance of the Services and compliance with any of its other obligations under this Agreement.
- c. Customer warrants and represents that it possess all necessary rights to provide Provider with the Customer Materials and the Customer Materials will not be inconsistent with any legal obligation it may have with any third Party and the Customer Materials have been collected in accordance with applicable laws, regulations and ethics.

Indemnification and Limitation of Liability

Each party ("**Indemnifying Party**") shall indemnify and hold harmless the other party, and their personnel, agents and representatives, and successors and permitted assigns, ("**Indemnified Parties**"), against any and all third party claims and resulting liabilities, damages, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from (i) negligence or willful misconduct in connection with this Agreement, or (ii) a breach of this Agreement, each by the Indemnifying Party or its personnel, agents or representatives.

With respect to the settlement of any claim relating solely to the payment of money damages, which could not result in the Indemnified Parties becoming subject to injunctive or other equitable relief or otherwise adversely affect the business of the Indemnified Parties in any manner, and as to which the Indemnifying Party has acknowledged in writing its obligation to indemnify the Indemnified Party hereunder, the Indemnifying Party shall have the sole right to settle or otherwise dispose of such claim, on such terms as the Indemnifying Party shall deem appropriate, provided that Indemnifying Party shall provide reasonable evidence of its ability to pay any damages claimed and, with respect to any such settlement, shall have obtained the written release of the Indemnified Parties from the claim. The Indemnified



Parties may participate in such negotiations to protect their interests and the Indemnifying Party will provide reasonable assistance to the Indemnified Parties and their counsel at no charge. With respect to the settlement of any claim not relating solely to the payment of money damages, the Indemnifying Party will have the right to consent to the entry of judgment with respect to, or otherwise settle, a claim only with the prior written consent of the Indemnified Parties. Such consent shall not be unreasonably withheld, provided, however, that the Indemnified Parties may withhold consent if any such judgment or settlement imposes an unreimbursed monetary or continuing non-monetary obligation on such Indemnified Parties or does not include an unconditional release of the Indemnified Parties from all liability with respect to the claim.

Nothing contained in this Agreement shall limit a party's (i) obligation to indemnify the other party for third party claims as set forth in this Agreement; (ii) liability resulting from a breach of Sections 0 and/or 11; (iii) liability for fraud, gross negligence or willful misconduct; or (iv) liability to the extent prohibited by law.

Publications

Neither party may originate any publicity, news release, technical article, advertising or other announcement, written or oral, whether made to the public press or others, ("Announcement"), relating to performance under this Agreement or the existence of this Agreement between the parties, except where required by law. If required by law to make any Announcement, the party required to do so shall always (i) consult with the other party in connection with said Announcement a reasonable time prior to its release to allow the other party to comment thereon and to prevent its release if so permitted by law, and (ii) promptly provide the other party with a copy of the released Announcement and all materials relating thereto. Without limiting the foregoing, neither party may use the names, logos or trademarks of the other party for any advertising or promotional purposes.

Notwithstanding the afore-mentioned limitations, Provider shall be allowed at any time to disclose that Provider has entered into collaboration with Customer in investor presentations, on its website and social media posts. The Project Manager from University of Copenhagen will provide to RESOLVE up to two different webinars or press interviews without any charge, to explain and discuss the Methods and objectives of the research in detail and highlight the contribution of RESOLVE'S Molecular Cartography technology in



such webinars or press interviews. Every Parties will appoint a contact person for any further questions or discussions with regard to the joint research project.

Notwithstanding the afore-mentioned limitations, Customer accepts to co-present the Results on one occasion within one year of project completion (excepting data reserved for original content in a peer-reviewed journal).

Relationship of the parties and assignment

The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (i) give either party any right or authority to create or assume any obligation of any kind on behalf of the other party, or (ii) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking. This Agreement constitutes a contract for the provision of Services and not a contract of employment of Provider or any Provider personnel.

The relationship between Provider and Customer is not one of exclusivity. Nothing contained herein shall be interpreted as a commitment to a certain volume, value or frequency of services to be assigned to Provider, and Customer may contract with other providers for the procurement of such services. Provider is free to contract with other clients to perform services same or similar to the Service rendered to Customer.

This Agreement is intended solely for the benefit of the parties hereto, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity. Neither party shall assign or otherwise dispose of the whole or any part of its rights and obligations under this Agreement to any third party or entity without the prior written consent of the other party. Any purported assignment without required consent shall be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

Communication

Customer will respond to Providers communications during the Grant Award and Service completion, within three business days.



General Provisions

If any party is affected by any event beyond its reasonable control, including (i) fire, explosion, flood, worldwide spread of pathogens or other act of God, (ii) acts, regulations or laws of any government, (iii) war, terrorist acts or civil commotion, or (iv) failure of public utilities or common carriers, such party shall not be liable in connection with this Agreement to the extent affected by such event; provided such party gives prompt written notice to the other party of the event, to be regarded as Force Majeure, and such affected party exercises all reasonable efforts to eliminate the effects of this event on this Agreement as soon as possible.

This Agreement is governed by and will be construed in accordance with the laws of Germany, excluding any conflicts of law provisions.

Any dispute, controversy or claim arising out of or related to this Agreement, or the interpretation, application, breach, termination or validity thereof, including any claim of inducement by fraud or otherwise, will be exclusively resolved by the courts of Dusseldorf, Germany.

The failure of any party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Any remedies provided herein are cumulative and not exclusive of any remedies provided by law or equity.

This Agreement (a) supersedes all previous understandings, agreements and representations between the parties within the scope of the Agreement, written or oral, and (b) constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement. No modification, change, or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.



No provision included in any invoice, estimate, confirmation, acceptance, or any other similar document in connection with the subject matter of this Agreement will be effective unless expressly stated otherwise in a writing signed by each of the parties. Any additional provisions in accordance with the foregoing shall be subject to this Agreement. To the extent of any conflict or inconsistency between this Agreement and such provisions, this Agreement shall govern, unless such writing includes an explicit reference to the provisions of this Agreement that the parties agree no longer govern or are modified for the matter covered thereby.

Any provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions or affecting the validity or enforceability of any of such provisions in any other jurisdiction. If not, the parties undertake to replace the invalid or unenforceable provision or part thereof by a new provision, which will approximate as closely as possible the economic result intended by the parties.

Attachments:

Exhibit – Statement of Work

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date set forth below, each party acknowledging receipt of one copy.

MP – Customer



Signature_____ Date_____

Name:

Title:

Resolve BioSciences GmbH – Provider

Signature_____ Date:

Name:

Title:



Exhibit – Scope of Work (SOW)

1. Background and description of Work:

2. Timelines (samples ready for shipment):

3. Acceptance criteria

4. Project managers

Customer:

Resolve:

5. List of material, equipment and/or tools to be provided by Customer

a. Complete list of genes to be used within the scope of this project (with a description of any specific considerations):

b. Tissue type:

c. Tissue source:

d. Number of slices:

e. Dimensions of the area for each slice to be imaged:

f. Any additional dye labeling, if any (DAPI is done by default):

[END]

MP – Customer

Signature_____ Date_____

Name:

Title:

Resolve BioSciences GmbH – Provider

