



ORIGINLABS SERVICES AGREEMENT

THIS ORIGINLABS SERVICES AGREEMENT (the “Agreement”) is effective as of the day of signature by the Parties (the “Effective Date”) by and between the signing person or entity binding themselves hereto , (referred to herein as the “Client”) and **THE PENNSYLVANIA STATE UNIVERSITY**, a state-related institution and instrumentality of the Commonwealth of Pennsylvania subject to the Pennsylvania nonprofit corporation laws, with an address at 208 Old Main, University Park, Pennsylvania 16802 (the “University”), on behalf of its OriginLabs (The parties to this Agreement being sometimes referred to herein as a “Party,” and collectively as the “Parties”).

WHEREAS, the goal of OriginLabs is to provide prototyping and product development technology-related services and resources to the local community to foster technology-based innovation;

WHEREAS, Client desires to have OriginLabs provide certain prototyping and product development technology services as described herein;

WHEREAS, in fulfillment of its land grant mission to support the local community and foster such technology-based innovation, University desires to provide such services in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Performance. University, through OriginLabs, agrees to use commercially reasonable efforts to perform the Work and provide the Deliverable described in the Statement of Work attached hereto as Appendix A and made part of this Agreement.
2. Payment. Client shall pay the Total Invoiced Due listed in the Invoice attached hereto as Appendix B and made part of this Agreement. University has no obligation to perform under this Agreement until payment of the Total Invoiced Due is received. Preferred method of payment is to OriginLabs via credit card through the online membership and payment platform, Satellite Deskworks. Alternative forms of payment are available upon request.

3. Confidentiality. University agrees to keep confidential all Client-provided technical information and materials disclosed to University in order to perform the Work and provide the Deliverable hereunder, provide Client marks such information and materials as confidential at the time of disclosure (such information and materials hereinafter defined as “Confidential Information”). Client retains all right, title and interest in and to its Confidential Information. University agrees to use reasonable care to protect Confidential Information from unauthorized disclosure, use the Confidential Information solely in furtherance of performance under this Agreement, and only disclose Confidential Information to those University personnel who have a need to know in order to perform under this Agreement. Confidential Information does not include any information or materials that (a) were known to University prior to disclosure by Client hereunder; (b) are or become publicly known or available through no breach by the University; (c) is disclosed to University by a third party without an obligation of confidentiality, or (d) is independently created or developed by University without reference to or reliance upon the Confidential Information provided hereunder. University may disclose Confidential Information if required by law or pursuant to an authority of a court of competent jurisdiction, provided that University shall provide reasonable advance notice to Client allowing for reasonable opportunity to seek a protective order, and provided that such disclosure shall not otherwise abrogate University from its confidentiality obligations with respect to the disclosed Confidential Information. To the extent commercially reasonable, the University shall return or destroy Confidential Information upon termination of this Agreement, and maintain as confidential in accordance with this Agreement any Confidential Information for which return or destruction is commercially infeasible. The obligations of confidentiality hereunder shall last for a period of five (5) years from the Effective Date.

4. Ownership of Deliverable. Client shall own all right, title and interest in and to the Deliverable, and University hereby assigns all right, title and interest in and to the Deliverable, including any and all intellectual property rights thereto. No right or license in or to the Deliverable is granted by Client to University hereunder, express, implied, by estoppel or otherwise. The Deliverable shall be considered Client Confidential Information.

5. Retention of University Rights. University retains all right, title and interest in and to any scientific process, technique, methodologies, materials and information used or developed in the performance of this Agreement, including any and all intellectual property rights thereto, that were not provided by Client and are not embodied, contained, or incorporated in whole or in part by the Deliverable (“Process IP”). No right or license in or to the Process IP is granted by University to Client hereunder, express, implied, by estoppel or otherwise.

6. DISCLAIMER. UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE DELIVERABLE OR ANY WORK PERFORMED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS.

7. Indemnification. Client shall indemnify, defend and hold harmless the University, and its agents, employees, officers, trustees, tenants, licensees, and invitees, from and against any and all claims, demands, liabilities, damages, judgments, suits, costs, and expenses, including, without limitation, court costs and reasonable attorney's fees, arising out of or resulting from any manufacture, use, distribution, sale, license, commercialization, or other disposition by Client, its agents, licensees, or contractors of any Deliverable provided hereunder, including but not limited to any claims of intellectual property infringement and/or products liability.

8. Termination. This Agreement shall terminate upon provision of the Deliverable to Client, or upon thirty (30) days' written notice of termination provided by a Party, whichever is earlier. If Client terminates by written notice prior to provision of the Deliverable, no Deliverable shall be due to Client, and University shall refund Client's payment of Total Invoice Due, minus costs incurred prior to termination. If University terminates by written notice prior to provision of the Deliverable, no Deliverable shall be due to Client, and University shall refund Client's payment of Total Invoice Due. Paragraphs 3-10, 13, 15-16, and 19 shall survive termination of this Agreement.

9. No Use of Name. Neither Party is granted the right to use name, marks, logos, or other indicia of the other Party hereunder without the express written approval by the other Party.

10. Governing Law. This Agreement (and any other documents referred to herein), and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, shall be governed by and be construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions, as to all matters, including, but not limited to, matters of validity, construction, effect or performance. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA, OR, IF SUCH COURT DOES NOT HAVE JURISDICTION OVER SUCH MATTER, THE FEDERAL DISTRICT COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA, AND IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN ANY SUCH COURT. THE PARTIES AGREE NOT TO BRING ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY IN ANY OTHER COURT. EACH PARTY TO THIS AGREEMENT ACCEPTS FOR ITSELF, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION AND VENUE OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NONCONVENIENCE OR ANY SIMILAR DEFENSE, AND IRREVOCABLY AGREES TO BE BOUND BY ANY NON-APPEALABLE JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT.

11. Force Majeure. The Parties agree that any interruption or delay in a Party's performance of this Agreement which results from conditions beyond the Party's reasonable control (e.g., acts of God, war, pandemic, major labor dispute or the like) (a "Force Majeure Event") will not be deemed a breach of this Agreement and will not result in liability of the Party so delayed, so long as such interruption or delay is not caused by the negligence or intentional acts of the Party declaring a force majeure. Notwithstanding the foregoing, as a condition to the effectiveness of a Party's ability to claim that a Force Majeure Event has occurred or is continuing, such Party shall (i) promptly provide written notice to the other Party of the occurrence of the Force Majeure Event describing the full particulars of the event and (ii) use commercially reasonable efforts to overcome such Force Majeure Event for the pendency of such Force Majeure Event.

12. Relationship of the Parties. The Parties are independent contractors, and nothing in this Agreement shall be construed or interpreted to deem a Party as the agent, employee, partner or joint venturer of the other Party, or impose any liability as such on any of them. Nothing contained herein is intended or shall create an "employer-employee" relationship, at common law or otherwise, between the Parties, or their respective employees, contractors and agents. All persons furnished by a Party in the performance of its duties and obligations under this Agreement shall be considered solely that Party's employees, contractors or agents, and as such, except as specifically provided in this Agreement, such Party shall pay all salaries, costs and other expenses of such persons, and be responsible for compliance with all applicable laws with respect to such Persons.

13. Entire Agreement. This Agreement (including, the exhibits attached hereto) constitutes the entire agreement of the Parties with regard to the subject matter hereof, and supersedes all prior agreements, discussions, representations and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

14. Assignment. Neither Party may assign all or any part of this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and permitted assigns. Any purported assignment of this Agreement in violation of this section shall be void.

15. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the Parties, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

16. Severability. Each Party agrees that, should any court or other competent authority hold any provision of this Agreement or part hereof to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such other term or provision in

any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions be consummated as originally contemplated to the greatest extent possible.

17. Amendments. This Agreement may be amended by mutual written agreement of the Parties.

18. No Waiver. No failure by a Party to insist upon strict performance of any provision herein shall be deemed a waiver by such Party of its rights or remedies, or a waiver by it of any subsequent default of the other Party, and no waiver by any Party of any right or remedy under this Agreement shall be effective unless made in writing, and each such written waiver shall be limited to the specific instance referred to in such writing.

19. Headings. The headings used in this Agreement are inserted for reference and convenience only, as not a part of this Agreement, and shall not be used in any way to affect the meaning or interpretation of this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized representatives on the date set forth below.

CLIENT:

Entity name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

THE PENNSYLVANIA STATE UNIVERSITY:

Signature: _____

Name: _____

Title: _____

Date: _____

Appendix A

SCOPE OF WORK

Work:

Deliverable:

Appendix B

INVOICE

Total Invoiced Amount: