UC BERKELEY INNOVATION ACCESS AGREEMENT

This UC Berkeley Innovation Access Agreement ("**Agreement**"), effective as of _____ ___, 202_ ("**Effective Date**"), is entered into between _____ ("**Company**") and The Regents of the University of California ("**Regents**") acting through its Office of Intellectual Property and Industry Research Alliances at the University of California, Berkeley ("**University**"). Company and the Regents agree as set forth below.

Overview: Company is pursuing commercial offerings described on **Exhibit A** that use intellectual property owned by the Regents or to which the Regents has rights ("**Company Offerings**"). To advance the university's goal of moving intellectual property into the public marketplace to serve societal needs, The Regents licenses its interest in patent and copyrights in accordance with Regents policies (including the Policy on Inventions, Patents, and Innovation Transfer (UC-RI-24-677) and the Copyright Ownership Policy (UC-AC-21-0533) (together with any other applicable UC policies, the "**Policies**"). To further advance the University's goals, this Agreement licenses the Regents' rights in other (non-patent; non-copyright) University IP (as defined in the Policies) identified and described in **Exhibit B**, as of the Effective Date ("**Innovation IP**").

University Innovation IP and Innovation Logo: Subject to the terms and conditions of this Agreement, the Regents hereby grants to Company a royalty-free, non-exclusive and non-sublicensable license: (a) under the Regents' rights in Innovation IP to make, use, sell, import, disclose, reproduce, and distribute solely in connection with Company Offerings; and (b) to use (without modification and in compliance with the Innovation Logo Brand Guidelines) the logo above ("**Innovation Logo**") solely in connection with Company Offerings described on Exhibit A and in compliance with all UC Berkeley brand guidelines. Company agrees that all uses of the Innovation Logo will inure solely to the benefit of the Regents, Company will comply promptly with any request by the Regents that Company modify, correct or cease any usage of the Innovation Logo, and Regents may revoke the Innovation Logo license at will. The Regents reserves all rights not expressly granted in this Agreement, and no rights or licenses are granted by the Regents to Company under this Agreement whether by implication, estoppel, or otherwise except as expressly set forth in this Agreement.

Investment Rights: In exchange for the grant of Regents' rights in Innovation IP and Innovation Logo, when Company or any successor or assignee proposes to raise capital (whether via a SAFE, convertible note, or priced round (each a "**Transaction**")), Company will provide University (or, at the direction of University, University's assignee) with the option to participate in such Transaction (i.e., purchase equity in Company, directly or indirectly) (a) on the most favorable terms and conditions offered with respect to such Transaction, and (b) up to an amount constituting 2% of the securities offered in such Transaction on a fully diluted basis immediately after such Transaction (assuming full conversion or exercise of all convertible and exercisable securities, and any shares reserved in an option pool (both allocated and unallocated), including any increase in the number of option pool shares (whether allocated or unallocated) in connection with such Transaction). Company will notify University of each such Transaction no less than 14 days prior to the initial close of each such Transaction. Securities issued to the Regents pursuant to this Agreement will be issued in the name of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, solely on behalf of the UC Berkeley campus. Each notification will be labeled "URGENT" and sent to the Director, Venture Capital Services, 200 California Hall, Berkeley, California 94720 with an email to venture@berkeley.edu.

General: This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, proposals, understanding, and negotiations with respect to the subject matter in this Agreement. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. REGENTS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL, OR WRITTEN) ARISING FROM OR RELATING TO THIS AGREEMENT. IN NO EVENT WILL THE REGENTS, UNIVERSITY, OR UNIVERSITY'S AFFILIATES BE LIABLE TO COMPANY FOR ANY CONSEQUENTIAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR ANY LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT. Company will indemnify Regents against third party claims, losses, and damages resulting from or arising out of exercise of this Agreement. Company will not assign, delegate, or transfer (by sale, merger, operation of law or otherwise) this Agreement or any right, title, interest, or obligation

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hereunder without the prior written consent of the Regents. This Agreement will be interpreted and construed in accordance with the laws of the State of California. Any legal action related to this Agreement will be conducted in San Francisco, California. The prevailing party in any suit related to this Agreement will be entitled to recover its reasonable attorneys' fees in addition to its costs and necessary disbursements. Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner, or partner of the other party, and the relationship between the parties will only be that of independent contractors. This Agreement shall terminate five (5) years from the Effective Date, unless extended by mutual agreement of the parties.

[Company Name]	**The Regents of the University of California**
_____	_____
Name: _____	Name: _____
Email: _____	Email: _____

EXHIBIT A: COMPANY OFFERINGS

The definition of Company Offerings limits the use of Innovation IP and the Innovation Logo. Any use of Innovation IP or the Innovation Logo outside of the description below must be approved in writing and in advance by Regents.

Description of Company Offerings:

EXHIBIT B: INNOVATION IP

Innovation IP consists of certain non-patented, non-copyrighted, technical information, methods, protocols, data, and expertise, relevant to Company Offerings, which was developed in the laboratory of or under the supervision of _____ [PI's Name], and is described below:

Categories of Innovation IP may include:

- Discoveries, developments, systems, methods, and artifacts.

Description of Innovation IP:

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