INFLAMMATIX, INC
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (the "Terms") apply to all "Services" and "Products", in each case as more fully described in any statement of work referencing these Terms (each, a "SOW") provided by the party identified in the SOW (the "Provider") to or on behalf of Inflammatix, Inc. ("Inflammatix"). Inflammatix and Provider may be referred to herein each, individually, as a "Party" or, collectively, as the "Parties".

1. Services

1.1 Provider shall perform Services and deliver to Inflammatix the completed deliverables identified in the applicable SOW ("Deliverables"), all in accordance with the applicable SOW and these Terms. All Services shall be conducted in a good, scientific manner in compliance with all applicable laws, including the U.S. Federal Food, Drug and Cosmetic Act, regulations and guidelines of the FDA and other regulatory agencies, and ICH guidelines and current Good Manufacturing Practices, current Good Laboratory Practices and current Good Clinical Practices.

1.2 Provider shall provide to Inflammatix all reports set forth in the applicable SOW and Provider a final report, upon completion or termination of each SOW, describing in reasonable detail (sufficient to support regulatory filings, if applicable) the procedures used and all results obtained, including all Project IP, and all methods, processes, technology and data developed or investigated in connection with the Services.

2. Supply

2.1 Provider shall supply Product to Inflammatix that meets the applicable specifications as ordered by Inflammatix. Inflammatix shall place all orders for Product in writing with a purchase order referencing these Terms and any applicable SOW.

2.2 Provider shall be responsible for obtaining all raw materials for provide the Services or otherwise manufacturing the Products, unless Inflammatix otherwise instructs in writing.

2.3 Product shall be shipped and packaged in containers in accordance with the applicable specifications. Each such container will be individually labeled with a description of its contents, including the manufacturer lot number, quantity of Product, date of manufacture and expiration date.

3. Payments

Provider shall submit appropriate invoices in accordance with the applicable SOW or upon shipment of Product. All invoices will be sent to the address specified in the applicable purchase order, and each invoice will state the aggregate and unit price for Services or Product in a given shipment, plus any insurance, taxes, or other costs incident to the purchase or shipment initially paid by Provider but to be borne by Inflammatix under these Terms. All invoices shall be due and payable within thirty (30) days of receipt.

4. Delivery; Acceptance

4.1 Provider shall deliver (a) the Deliverables on the date specified in the applicable SOW and (b) the quantities of Product ordered by Inflammatix on the dates specified in Inflammatix's purchase orders. All shipments shall be delivered DDP (Incoterms 2010) Inflammatix's designated receiving point. The carrier shall be selected by agreement between Inflammatix and Provider.

4.2 Acceptance by Inflammatix of any Product or Deliverable shall be subject to inspection and applicable testing by or on behalf of Inflammatix. If on such inspection or testing, any Product or Deliverable fails to conform with the specifications therefor or to the warranties in Section 8 below, Inflammatix may reject such Product or Deliverable by giving written notice to Provider. At Provider's request and expense, Inflammatix shall return the rejected Product or Deliverable. Provider shall use its best efforts to replace rejected Product or Deliverable within the shortest possible time.

5. Quality

5.1 At Inflammatix's request, the Parties shall enter into a mutually agreeable quality agreement in accordance with Inflammatix's standard operating procedures and in conformity with any regulatory agencies' requirements and applicable law, which specifies the Parties' respective responsibilities for storage, release, quality control and quality assurance with respect to Product and Deliverables.

5.2 Upon reasonable advance notice and at reasonable frequency, Inflammatix shall have the right to, directly or through a designee, inspect and audit, during regular business hours: (a) the facility(ies) relating to the Services, Deliverables or Product; and (b) any of Provider's manufacturing and quality control records and all other documentation relating to any Deliverables or Product (including any internal quality control audits or reviews conducted by Provider) and make copies thereof for uses necessary to use or commercialize any such Product or Deliverable.

6. Regulatory Matters; Recalls

6.1 Provider shall permit any regulatory agency to conduct inspections of the facility(ies) relating to any Product or Services, as such regulatory agency may request, including pre-approval inspections, and shall cooperate with such regulatory agencies with respect to such inspections and any related matters. Provider shall give Inflammatix prior notice of any such inspections and keep Inflammatix informed about the results and conclusions of each inspection, including actions taken by Provider to remedy conditions cited in the inspections. Provider shall permit Inflammatix or its representative to assist in the preparation for and be present at such inspections. Provider will provide Inflammatix with copies of any written inspection reports issued by the regulatory agency and all correspondence between Provider and the regulatory agency relating thereto.

6.2 Any decision pertaining to recalls of any of Product shall, as between the Parties, be the sole responsibility of Inflammatix; provided that if Provider reasonably believes a recall may be necessary with respect to any Product, Provider shall immediately notify Inflammatix in writing. Provider shall provide assistance to Inflammatix, as reasonably requested, in conducting such recall, including providing all pertinent records. Notwithstanding the foregoing, if a recall of Product arises out of or results from: (a) the negligence, willful misconduct or wrongful act or omission of Provider; or (b) a material breach by Provider of these Terms (including a breach of any of the representations or warranties in Section 8), Provider shall bear all the costs and expenses of such recall.

7. IP; Technology Transfer

7.1 All inventions (whether or not patentable), ideas, improvements, discoveries, Deliverables, technology, information and such other

subject matter of any kind conceived, generated, made, or reduced to practice by Provider, either alone or jointly with others, in connection with the performance of activities under any SOW, including all intellectual property rights therein (collectively, the "Project IP") shall be the sole and exclusive property of Inflammatix. Provider hereby assigns and agrees to assign to Inflammatix all of Provider's right, title and interest in and to the Project IP and to execute all applications, assignments or other instruments and take all actions reasonably requested by Inflammatix, in order for Inflammatix to perfect, maintain, defend or enforce Inflammatix's interest in the Project IP.

7.2 With respect to (a) any Project IP and (b) any process for manufacturing, analyzing, testing, validating, packaging or otherwise relating to the Product or any Deliverable (collectively, "Delivered Technology"), Provider will not, to its knowledge, incorporate or use therein any proprietary technology including any intellectual property rights owned or controlled by Provider, but not assigned to Inflammatix ("Provider Background IP"), or any third party; except in each case, as specifically discussed with and approved in writing by Inflammatix. In the event any Delivered Technology incorporates or requires the use of Provider Background IP, Provider hereby grants Inflammatix an irrevocable, perpetual, non-exclusive, worldwide, fully-paid, with the right to grant and authorize sublicense, to practice such Provider Background IP for the purpose of making, using, selling, offer for sale, importing and otherwise exploiting any Inflammatix product or Delivered Technology.

7.3 At the request of Inflammatix, Provider shall transfer to Inflammatix (or its designee) all Deliverables and records kept pursuant to the Terms, the process for manufacturing, analyzing, testing, validating, packaging or otherwise relating the Product and all technology and know-how related thereto. Such transfer shall include at least the following activities: (a) Provider shall provide all pertinent information necessary or useful to manufacture the Product or to support regulatory filings for the Product; (b) Provider shall provide training sessions and reasonable assistance and cooperation in connection therewith; (c) Provider shall provide Inflammatix with access to Provider employees with expertise in manufacturing to answer Inflammatix's questions related to such transfer; and (d) Provider will use reasonable efforts to assist Inflammatix to secure supply terms for applicable raw materials from Provider's suppliers of such raw materials. Inflammatix shall pay Provider its actual costs and expenses for such transfer; provided that at either Party's request, the Parties shall agree upon a plan and budget for such transfer.

8. Representations And Warranties

8.1 Provider represents and warrants that: (a) all Product and Deliverables supplied hereunder shall comply with the applicable specifications therefor and, if applicable, the information shown on the certificate of analysis or other similar documentation provided for the particular shipment; (b) the facility utilized and all Product supplied hereunder shall comply with all applicable laws and the applicable quality agreement; (c) title to all Product and Deliverables shall pass as provided in these Terms, free and clear of any security interest, lien, or other encumbrance; and (d) neither Provider nor any of its employees have been "debarred" by the FDA, or subject to a similar sanction from another regulatory agency, nor have debarment proceedings against Provider or any of its employees been commenced. Provider will promptly notify Inflammatix in writing if any such proceedings have commenced or if Provider or any of its employees are debarred by the FDA or other regulatory agencies.

8.2 EXCEPT AS PROVIDED IN THIS SECTION 8, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SUBJECT MATTER HEREOF AND EACH PARTY EXPRESSLY DISCLAIMS ANY SUCH ADDITIONAL WARRANTIES.

9. Confidentiality

Provider agrees to maintain the confidentiality of all information, data, materials, and inventions provided to it by Inflammatix or generated by Provider in the course of performing activities under these Terms, including Deliverables and Project IP and shall not disclose to third parties and only use the same for the purposes of performing its obligations hereunder.

10. Indemnification

10.1 Inflammatix shall indemnify, defend, and hold harmless Provider, its directors, officers, employees, agents, successors and assigns from and against any liabilities, expenses, or costs (including reasonable attorneys' fees and court costs) arising out of any claim, complaint, suit, proceeding, or cause of action brought against any of them by a third party resulting from: the negligent or intentionally wrongful acts or omissions of Inflammatix.

10.2 Provider shall indemnify, defend, and hold harmless Inflammatix, its directors, officers, employees, agents, successors and assigns from and against all liabilities, expenses, and costs (including reasonable attorneys' fees and court costs) arising out of any claim, complaint, suit, proceeding, or cause of action brought against any of them by a third party resulting from the negligent or intentionally wrongful acts or omissions of Provider; and breach by Provider of any of its representations and warranties under these Terms.

11. General

11.1 The rights and obligations of each Party under these Terms may not be assigned, subcontracted or otherwise transferred to a third party without the prior written consent of the other Party. Any assignment or subcontracting in violation of this Section 11.1 shall be null and void. Notwithstanding the foregoing, either Party may transfer or assign its rights and obligations under these Terms, without the consent of the other Party, to an affiliate or to a successor to all or substantially all of its business or assets relating to these Terms whether by sale, merger, operation of law or otherwise if the assignee or transferee agrees to be bound by the terms and conditions of these Terms.

11.2 The terms and provisions contained in these Terms (including the SOWS hereto and the purchase orders issued pursuant hereto) and the quality agreement constitute the entire agreement between the Parties and shall supersede all previous communications, representations, agreements or understandings, either oral or written, between the Parties with respect to the subject matter hereof. No agreement or understanding varying or extending these Terms shall be binding upon either Party hereto, unless set forth in a writing which specifically refers to these Terms signed by duly authorized officers or representatives of the respective Parties, and the provisions hereof not specifically amended thereby shall remain in full force and effect. Any additional or inconsistent terms or conditions of any purchase order, SOW, acknowledgment or similar standardized form given or received pursuant to these Terms will have no effect and such terms and conditions are hereby excluded. These Terms shall be governed by and interpreted in accordance with the laws of the State of California, U.S.A. without reference to conflicts of law principles. Any dispute arising out of these Terms shall be brought in, and the parties' consent to personal and exclusive jurisdiction of and venue in, the state and federal courts within Santa Clara County, California.