

COLLABORATION AGREEMENT

This Collaboration Agreement (“**Agreement**”) is made by and between Microryza Inc., a Delaware corporation (the “**Company**”) and _____, a Delaware Corporation (the “**University**”) (together with Microryza, each a “**Party**” and collectively the “**Parties**”).

INTRODUCTION

WHEREAS, Microryza is a corporation whose mission is to raise money for research projects through its online donation portal;

WHEREAS, University is a public institution that employs researchers in multiple areas of research; and

WHEREAS, the Parties wish to enable the University’s researchers to access funds through the Microryza fundraising platform for the sole purpose of raising money for research.

In consideration of the mutual covenants and representations set forth below, Microryza and University agree as follows:

1. Statement of Services

Microryza Obligations. Microryza will enable University researchers to raise money for specified scientific research through the use of Microryza’s fundraising portal. University researchers submit proposals, create project pages describing their research goals, and qualify to list their project on Microryza’s online platform. Researchers set the parameters for their project goals by specifying monetary thresholds, timeframes for funding, or other specific needs (“**Project Goal**”); Microryza abides by the parameters of the Project Goal and accesses its worldwide user base to provide funding for the project. Microryza, in its sole capacity, will determine if research projects will be presented to its users on its online platform. Microryza users will not have any rights or claims of ownership in the proposed research projects. Upon University’s reasonable request, Microryza will use reasonable commercial efforts to remove any Project Goal that the University deems illegal, improper, fraudulent or otherwise objectionable, provided that Microryza will make the final determination whether such Project Goal will be removed.

University Obligations. University agrees to provide Microryza with bank account information to (i) enable deposits from Microryza and (ii) allow such deposited funds to be earmarked for specific research projects. University agrees to provide Microryza with the necessary information to have user donations qualify as “restricted gifts.” University further agrees to distribute tax deduction paperwork to Microryza’s users promptly upon receipt of donor information from Microryza. University acknowledges and understands that Microryza’s fee for providing the funding for any Project Goal is 5.0% of the aggregate funds raised for such Project Goal, as well as 3.0% of the aggregate funds raised for processing costs (which proceeding fee is collected only if the goal amount is achieved).

2. Representations, Warranties and Covenants.

(a) The Parties represent and warrant that each has the full legal right to enter into and perform this Agreement and that its entry into and performance of this Agreement does not and will not violate any fiduciary or other duty it may have.

(b) The Parties acknowledge that each Party is responsible for its own compliance with state and federal laws and all rules and regulations promulgated thereunder.

(c) University agrees to use its best efforts to ensure that its researchers do not misrepresent the research prospects in any materials submitted to Microryza. University agrees to promptly inform Microryza of any fraud or misuse of funds related to any of the Project Goals that is discovered by the University.

(d) Microryza agrees to use its best efforts to comply with the Project Goal and raise the funds specified therein.

(e) The University retains the right to manage the funds in accordance with its standard practices, including following standard guidelines and policy.

3. Indemnification. Each Party agrees to indemnify and hold harmless the other Party (each, an “**Indemnifying Party**”), its officers, directors, employees, legal counsel and its affiliates (each, an “**Indemnified Party**”) against any and all losses, claims, damages and liabilities, joint or several, and expenses (including all legal or other expenses reasonably incurred) caused by or arising out of (i) any fraud or alleged fraud or misrepresentation by a researcher at University regarding the Project Goals, (ii) any breach or alleged breach of any representation, warranty or covenant made by a Party in this Agreement, or (iii) the bad faith, gross negligence or willful misconduct in performing the obligations described herein. The Indemnifying Party agrees to reimburse the Indemnified Party for any reasonable expense (including reasonable fees and expenses of counsel) incurred as a result of producing documents, presenting testimony or evidence, or preparing to present testimony or evidence (based upon time expended by the Indemnified Party at its then current time charges or if such person shall have no established time charges, then based upon reasonable charges), in connection with any court or administrative proceeding (including any investigation which may be preliminary thereto) arising out of or relating to the performance by the Indemnified Party of any obligation hereunder.

4. Term and Termination

Term. Unless and until terminated as set forth herein, this Agreement will continue in full force and effect for an initial term of two (2) years (the “**Initial Term**”).

Renewal. Upon expiration of the Initial Term, the Agreement will automatically renew for an additional two-year term unless either Party notifies the other Party in writing of its intent to terminate, at least 30 days prior to such expiration.

Termination. Notwithstanding subsections (a) and (b) above, either Party may terminate this Agreement (i) immediately and without notice in the event of breach of this Agreement and (ii) upon 30 days’ prior written notice for any reason other than breach of this Agreement. In the

event the University terminates this Agreement pursuant to the foregoing clause (ii), Microryza will be entitled to its fee with respect to any approved projects that meets its stated goals.

Surviving Provisions. Section 3 and Section 5 will survive indefinitely the termination or expiration of this Agreement.

5. Intellectual Property Rights. As between the Parties, Microryza owns all rights, title and interest in and to the Microryza Platform, the API and any information related thereto. The Microryza Platform includes: the crowd funding processing platform and the researcher update platform. Microryza reserves all rights not expressly granted hereunder to the Microryza Platform. University owns all rights, title and interest in the Project Goals and all related information, data and property related to the research conducted and performed in the Project Goal. Nothing in this Agreement grants Microryza (or any of its users) a license or any interest whatsoever in the research conducted in the Project Goal. The University and its researchers will determine what information is distributed to the public as the research progresses. Except as prohibited by law, the Parties agree University and its researchers will share as much information with Microryza's users as appropriate and feasible, provided, however, that it is the University's sole discretion as to whether and to what extent any information on the Project Goal is disseminated to the public.

6. Independent Contractor. Microryza will perform its services hereunder as an independent contractor, and nothing in this Agreement will in any way be construed to constitute a company, or any agent, employee or representative relationship with the University. Neither Microryza nor any agent acting on behalf of Microryza will enter into any agreement or commit the University in any manner or make any representations, warranties or promises on the University's behalf or hold itself (or allow itself to be held) as having any authority whatsoever to bind the University without the University's prior written consent, or attempt to do any of the foregoing.

7. Miscellaneous

Arbitration. Except as otherwise provided by law, the parties hereto agree that any dispute or controversy arising out of, relating to or concerning any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in [Santa Clara County, California], in accordance with the commercial dispute resolution rules then in effect of the American Arbitration Association. The Arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator will be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The parties shall each pay one-half of the costs and expenses of such arbitration, and each shall separately pay its counsel fees and expenses.

Covenant against Assignment. This Agreement is personal to the parties hereto, and accordingly neither the Agreement nor any right hereunder or interest herein may be assigned or transferred or charged or otherwise dealt with by either party without the express written consent of the other, such consent to not be unreasonably withheld. For example, if a University researcher were to leave the University during a project, the Parties intend that the rights granted under this Agreement would be assigned. Notwithstanding the foregoing, Microryza will be

entitled to assign this Agreement and Microryza's rights hereunder to a successor to all or substantially all of its assets, whether by sale, merger or otherwise.

Entire Agreement; Amendment. This Agreement and the attached exhibits constitute the entire contract between the Parties with respect to the subject matter hereof and supersede any prior agreements between the Parties. This Agreement may not be amended, nor any obligation hereunder waived, except by an agreement in writing executed by, in the case of an amendment, each of the Parties, and, in the case of a waiver, by the Party waiving performance.

No Waiver. The failure or delay by a party to enforce any provision of this Agreement will not in any way be construed as a waiver of any such provision or prevent that Party from thereafter enforcing any other provision of this Agreement. The rights granted both Parties hereunder are cumulative and will not constitute a waiver of either Party's right to assert any other legal remedy available to it.

Severability. Should any provision of this Agreement be found to be illegal or unenforceable, the other provisions will nevertheless remain effective and will remain enforceable to the greatest extent permitted by law.

Notices. Any notice, demand, offer, request or other communication required or permitted to be given by either Party pursuant to the terms of this Agreement must be in writing and will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by facsimile (with receipt of appropriate confirmation) to the number provided to the other party or such other number as a party may request by notifying the other in writing, (iv) one business day after being deposited with an overnight courier service or (v) four days after being deposited in the U.S. mail, First Class with postage prepaid, and addressed to the party at the address previously provided to the other party or such other address as a party may request by notifying the other in writing.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Facsimile copies of signed signature pages will be deemed binding originals.

Governing Law. This Agreement is governed by the internal substantive laws, but not the choice of law rules, of California.

The parties have executed this Agreement as of December ____, 2012].

MICRORYZA INC.

Signature of Authorized Signatory

Name and Title of Authorized Signatory

UNIVERSITY

Name of University

Signature of Authorized Signatory

Name and Title of Authorized Signatory