FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

Filing Date: **2021-08-09** | Period of Report: **2021-06-30**
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LogicBio Therapeutics, Inc.
CIK:**1664106**| IRS No.: **471514975** | State of Incorp.:**DE** | Fiscal Year End: **1231**
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SIC: **2836** Biological products, (no disgnostic substances)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2021

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: 001-38707

LogicBio Therapeutics, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**47-1514975**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
65 Hayden Avenue, 2nd Floor, Lexington, MA	**02421**
(Address of principal executive offices)	**(Zip code)**

(617) 245-0399
(Registrant's telephone number, including area code)

n/a
(Former name, former address and formal fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.0001 per share	**LOGC**	**The Nasdaq Global Market**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐	Smaller reporting company	☒
Emerging growth company	☒		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of July 30, 2021, the registrant had 32,240,235 shares of common stock, $0.0001 par value per share, outstanding.

Table of Contents

NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements. All statements other than statements of historical fact are "forward-looking statements" for purposes of this Quarterly Report on Form 10-Q. In some cases, you can identify forward-looking statements by terminology such as "anticipate," "approach," "believe," "continue," "could," "designed," "estimate," "expect," "goal," "intend," "may," "plan," "potential," "project," "strategy," "will," "would" or similar expressions, or the negative or plural of these words or expressions. These forward-looking statements include statements concerning the following:

- the design, cost, timing, progress and results of our current and future research and development activities, including statements with respect to our Phase 1/2 SUNRISE clinical trial and other development activities for our product candidate, LB-001, in methylmalonic acidemia, or MMA;
- potential attributes and benefits of our GeneRide™ and sAAVy™ platforms and our existing or future product candidates;
- the direct or indirect impacts of the COVID-19 pandemic on our business, operations and the markets and communities in which we and our partners, collaborators and vendors operate;
- our ability to take advantage of the modular nature of our GeneRide platform to simplify and accelerate development of new product candidates;
- the potential benefits of our collaboration and license agreements and our ability to enter into future collaboration and licensing arrangements;
- the timing of, and our ability to obtain and maintain, regulatory approvals for our existing or future product candidates;
- our ability to quickly and efficiently identify and develop additional product candidates;
- our ability to advance any product candidate into and successfully complete clinical trials;
- our intellectual property position, including obtaining and maintaining patents, the duration of our patent protection and trade secret protection; and
- our estimates regarding expenses, future revenues, capital requirements, the sufficiency of our current and expected cash resources and our need for additional financing.

Any or all of these forward-looking statements in this Quarterly Report on Form 10-Q may turn out to be inaccurate. These forward-looking statements involve risks and uncertainties, including those that are discussed under Part I, Item 1A. Risk Factors in our Annual Report on Form 10-K for the year ended December 31, 2020 filed with the Securities and Exchange Commission, or SEC, on March 15, 2021 as may be amended or updated in subsequent filings with the SEC, that could cause our actual results, financial condition, performance or achievements to be materially different from those indicated in these forward-looking statements. In particular, the impact of the ongoing COVID-19 pandemic on our ability to progress with our research, development, manufacturing and regulatory efforts, including our plans to advance and complete our Phase 1/2 SUNRISE clinical trial for LB-001 in MMA, and the value of and market for our common stock, will depend on future developments that are highly uncertain and cannot be predicted with confidence at this time, such as the ultimate duration of the pandemic, travel restrictions, quarantines, social distancing and business closure requirements in the United States and in other countries, and the effectiveness of actions taken globally to contain and treat the disease. In addition we are subject to the following risks: existing preclinical data may not be predictive of the results of ongoing or later clinical trials; clinical trials may not be successful or may be discontinued or delayed for any reason; manufacturing and process development risks, including delays relating to continuously improving our manufacturing processes; risks associated with management and key personnel changes and transitional periods; the actual funding required to develop and commercialize product candidates, including for safety, tolerability, enrollment, manufacturing or economic reasons; the timing and content of decisions made by regulatory authorities; the actual time it takes to initiate and complete preclinical and clinical studies; the competitive landscape; changes in our economic and financial conditions; and our ability to obtain, maintain and enforce patent and other intellectual property protection for LB-001 and any other product candidates. Given these risks and uncertainties, you should not place undue reliance on these forward-looking statements. Forward-looking statements speak only as of the date of this Quarterly Report on Form 10-Q. Except as required by law, we assume no obligation to update or revise these forward-looking statements for any reason. Unless otherwise stated, our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make.

In this Quarterly Report on Form 10-Q, unless the context otherwise requires, the terms “LogicBio,” “LogicBio Therapeutics, Inc.,” the “Company,” “we,” “us,” “our” and similar references in this Quarterly Report on Form 10-Q refer to LogicBio Therapeutics, Inc. and its subsidiaries.

LOGICBIO™, GENERIDE™, SAAVY™ and any associated logos are trademarks of LogicBio and/or its affiliates. All other trademarks, trade names and service marks appearing in this Quarterly Report on Form 10-Q are the property of their respective

owners. Any website addresses given in this Quarterly Report on Form 10-Q are for information only and are not intended to be an active link or to incorporate any website information into this document.

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements (Unaudited).

LogicBio Therapeutics, Inc.

Condensed Consolidated Balance Sheets
(In thousands, except share and per share data)

	June 30, 2021	December 31, 2020
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 68,108	$ 70,075
Accounts receivable	77	263
Prepaid expenses and other current assets	1,839	2,205
Total current assets	70,024	72,543
Property and equipment, net	2,103	1,815
Restricted cash	622	622
Operating lease right-of-use asset	5,126	5,660
TOTAL ASSETS	$ 77,875	$ 80,640
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 1,256	$ 447
Accrued expenses and other current liabilities	3,613	2,701
Operating lease liabilities	1,159	1,094
Current portion of long-term debt	3,288	1,910
Current portion of deferred revenue	4,843	—
Total current liabilities	14,159	6,152
Long-term debt, net of issuance costs and discount	6,568	8,109
Operating lease liabilities, net of current portion	4,361	4,952
Deferred revenue, net of current portion	7,967	—
Total liabilities	33,055	19,213
COMMITMENTS AND CONTINGENCIES (Note 14)		
STOCKHOLDERS' EQUITY:		
Preferred stock, par value of $0.0001 per share; 25,000,000 shares authorized; no shares issued and outstanding as of June 30, 2021 and December 31, 2020.	—	—
Common stock, par value of $0.0001 per share; 175,000,000 shares authorized; 32,222,366 and 31,775,748 shares issued and outstanding as of June 30, 2021 and December 31, 2020, respectively	3	3
Additional paid-in capital	165,589	161,415
Accumulated other comprehensive income	—	—
Accumulated deficit	(120,772)	(99,991)
Total stockholders' equity	44,820	61,427
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 77,875	$ 80,640

See notes to unaudited condensed consolidated financial statements.

LogicBio Therapeutics, Inc.

Consolidated Statements of Operations
(In thousands, except share and per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
REVENUE				
Collaboration and service revenue	$ 802	$ 965	$ 1,263	$ 1,986
Total revenue	802	965	1,263	1,986
OPERATING EXPENSES				
Research and development	7,257	5,895	13,676	13,068
General and administrative	3,765	3,029	7,824	6,221
Total operating expenses	11,022	8,924	21,500	19,289
LOSS FROM OPERATIONS	(10,220)	(7,959)	(20,237)	(17,303)
OTHER INCOME (EXPENSE):				
Interest income	4	10	10	177
Interest expense	(283)	(273)	(554)	(545)
Other expense, net	—	(5)	—	(11)
Total other expense, net	(279)	(268)	(544)	(379)
Loss before income taxes	(10,499)	(8,227)	(20,781)	(17,682)
Income tax provision	—	—	—	—
Net loss	$ (10,499)	$ (8,227)	$ (20,781)	$ (17,682)
Net loss per share—basic and diluted	$ (0.33)	$ (0.35)	$ (0.65)	$ (0.76)
Weighted-average common stock outstanding—basic and diluted	32,162,375	23,326,018	32,048,716	23,250,910

See notes to unaudited condensed consolidated financial statements.

LogicBio Therapeutics, Inc.

Condensed Consolidated Statements of Comprehensive Loss
(In thousands)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Net loss	$ (10,499)	$ (8,227)	$ (20,781)	$ (17,682)
Other comprehensive income:				
Unrealized gain (loss) on investments	—	—	—	—
Foreign currency translation adjustment	—	—	—	—
Comprehensive loss	$ (10,499)	$ (8,227)	$ (20,781)	$ (17,682)

See notes to unaudited condensed consolidated financial statements.

LogicBio Therapeutics, Inc.

Condensed Consolidated Statements of Stockholders' Equity
(In thousands, except share and per share data)

	Common Stock $0.0001 Par Value		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
BALANCE, January 1, 2020	23,036,943	$ 3	$ 109,640	$ 14	$ (67,370)	$ 42,287
Vesting of restricted stock	160,340	—	—	—	—	—
Exercise of options	19,378	—	84	—	—	84
Realized gain on investments	—	—	—	(14)	—	(14)
Stock-based compensation expense	—	—	805	—	—	805
Net loss	—	—	—	—	(9,455)	(9,455)
BALANCE, March 31, 2020	23,216,661	$ 3	$ 110,529	$ —	$ (76,825)	$ 33,707
Vesting of restricted stock	18,642	—	—	—	—	—
Issuance of common stock related to at-the-market offerings, net of issuance costs of $33	269,540	—	1,907	—	—	1,907
Stock-based compensation expense	—	—	769	—	—	769
Net loss	—	—	—	—	(8,227)	(8,227)
BALANCE, June 30, 2020	23,504,843	$ 3	$ 113,205	$ -	$ (85,052)	$ 28,156
BALANCE, January 1, 2021	31,775,748	$ 3	$ 161,415	$ —	$ (99,991)	$ 61,427
Vesting of restricted stock	31,372	—	—	—	—	—
Issuance of common stock related to at-the-market offerings, net of issuance costs of $65	251,086	—	2,091	—	—	2,091
Stock-based compensation expense	—	—	989	—	—	989
Net loss	—	—	—	—	(10,282)	(10,282)
BALANCE, March 31, 2021	32,058,206	$ 3	$ 164,495	$ —	$ (110,273)	$ 54,225
Vesting of restricted stock	84,384	—	—	—	—	—
Exercise of options	70,620	—	52	—	—	52
Issuance of common stock related to at-the-market offerings, net of issuance costs of $1	9,156	—	45	—	—	45
Stock-based compensation expense	—	—	997	—	—	997
Net loss	—	—	—	—	(10,499)	(10,499)
BALANCE, June 30, 2021	32,222,366	$ 3	$ 165,589	$ -	$ (120,772)	$ 44,820

See notes to unaudited condensed consolidated financial statements.

LogicBio Therapeutics, Inc.

Condensed Consolidated Statements of Cash Flows
(In thousands)

	Six Months Ended June 30,	
	2021	**2020**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (20,781)	$ (17,682)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation expense	286	226
Net amortization of premiums and discounts on investments	—	26
Stock-based compensation expense	1,986	1,574
Non-cash interest expense	114	103
Non-cash lease expense	542	1,025
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	366	96
Accounts receivable	186	—
Accounts payable	502	(113)
Accrued expenses and other current liabilities	463	(1,201)
Deferred revenue	12,810	101
Net cash used in operating activities	(3,526)	(15,845)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Maturities of investments	—	17,500
Purchase of property and equipment	(352)	(202)
Net cash (used in) provided by investing activities	(352)	17,298
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from exercise of stock options	52	84
Net proceeds from at-the-market common stock issuances	2,136	1,907
Principal repayments on term loan	(277)	—
Net cash provided by financing activities	1,911	1,991
NET (DECREASE) INCREASE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH	(1,967)	3,444
Cash, cash equivalents and restricted cash at beginning of year	70,697	33,875
Cash, cash equivalents and restricted cash at end of period	$ 68,730	$ 37,319
RECONCILIATION OF CASH, CASH EQUIVALENTS AND RESTRICTED CASH		
Cash and cash equivalents	$ 68,108	$ 36,697
Long-term restricted cash	622	622
Total cash, cash equivalents and restricted cash	$ 68,730	$ 37,319
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for interest	$ 440	$ 442
SUPPLEMENTAL DISCLOSURE OF NON-CASH ACTIVITIES:		
Right-of-use assets obtained in exchange for operating lease obligation	$ —	$ 6,428
Property and equipment purchases in accrued expenses and accounts payable	$ 340	$ 116

See notes to unaudited condensed consolidated financial statements.

LogicBio Therapeutics, Inc.

Notes to Unaudited Condensed Consolidated Financial Statements
(Dollars in thousands, except share and per share data)

1. NATURE OF BUSINESS AND BASIS OF PRESENTATION

Business Overview

LogicBio Therapeutics, Inc. ("LogicBio" or the "Company") was incorporated in 2014 as a Delaware corporation. Its principal offices are in Lexington, Massachusetts. LogicBio is a clinical-stage genetic medicine company pioneering gene editing and gene delivery platforms to address rare and serious diseases from infancy through adulthood. The Company's gene editing platform, GeneRide™, is a new approach to precise gene insertion harnessing a cell's natural deoxyribonucleic acid ("DNA") repair process potentially leading to durable therapeutic protein expression levels. The Company's gene delivery platform, sAAVy™, is an adeno-associated virus ("AAV") capsid engineering platform designed to optimize gene delivery for treatments in a broad range of indications and tissues.

Based on the Company's GeneRide technology, LogicBio is developing its lead product candidate, LB-001, to treat methylmalonic acidemia ("MMA") in pediatric patients. On June 2, 2021, the Company announced that the first patient was dosed with LB-001 in its SUNRISE clinical trial. The SUNRISE trial is a multi-center, open-label, Phase 1/2 clinical trial designed to assess the safety and tolerability of a single intravenous infusion of LB-001 in pediatric patients with MMA characterized by methylmalonyl-CoA mutase gene ("MMUT") mutations. The Company expects seven centers in the United States and one center in Saudi Arabia to participate in the SUNRISE trial.

In April 2021, the Company entered into an Exclusive Research Collaboration, License and Option Agreement with CANbridge Care Pharma Hong Kong Limited ("CANbridge"), pursuant to which LogicBio granted CANbridge (a) an exclusive worldwide license to certain of the Company's intellectual property rights, including those relating to AAV sL65 ("sL65"), the first capsid produced from the sAAVy platform, to develop, manufacture and commercialize gene therapy candidates for the treatment of Fabry and Pompe diseases, (b) an option to obtain an exclusive worldwide license to certain of the Company's intellectual property rights, including those relating to sL65, to develop and commercialize gene therapy candidates for the treatment of two additional indications, and (c) an exclusive option to obtain an exclusive license to develop and commercialize LB-001 for the treatment of MMA in China, Taiwan, Hong Kong and Macau. Also in April 2021, the Company announced a research collaboration with Daiichi Sankyo Company, Limited ("Daiichi") for the development of treatments for two indications based on GeneRide. In addition, the Company entered into a research collaboration with Takeda Pharmaceutical Company Limited ("Takeda") in January 2020 to develop LB-301, an investigational therapy leveraging GeneRide, for the treatment of Crigler-Najjar syndrome ("CN"), a rare pediatric disease.

Since its inception, the Company has devoted the majority of its efforts to research and development, including its preclinical and clinical development activities and its manufacturing and process development activities, raising capital, and providing general and administrative support for these operations. The Company is subject to a number of risks similar to those of other companies conducting high-risk, early-stage research and development of product candidates. Principal among these risks are a dependency on key individuals and intellectual property, competition from other products and companies, and the technical risks associated with the successful research, development and clinical manufacturing of its product candidates. The Company's success is dependent upon its ability to continue to raise additional capital in order to fund ongoing research and development, meet its obligations and, ultimately, obtain regulatory approval of its product candidates, successfully commercialize its products, if approved, generate revenue and attain profitable operations.

COVID-19 Impact

The Company is closely monitoring the COVID-19 pandemic in order to promote the safety of its personnel and to continue advancing its research and development activities. The Company is following federal, state and local requirements and guidelines with respect to the COVID-19 pandemic, and has allowed its employees to return to working on-premises in accordance with those requirements and guidelines.

The COVID-19 pandemic did not have a material impact on the Company's results of operations, cash flow and financial position as of and for the six months ended June 30, 2021. However, the Company is aware that certain of its third party vendors are being affected by import/export and other restrictions due to COVID-19, which are currently having an impact on certain of the Company's research, development and manufacturing activities. The full extent to which the COVID-19 pandemic will directly or indirectly impact the Company's business, results of operations and financial position will depend on future developments that are uncertain and cannot be accurately predicted.

Liquidity and Capital Resources

The Company has had recurring losses since inception and incurred a loss of $20,781 during the six months ended June 30, 2021. Net cash used in operations for the six months ended June 30, 2021 was $3,526. The Company expects to continue to generate operating losses and use cash in operations for the foreseeable future. As of June 30, 2021, the Company had cash and cash equivalents of $68,108. The Company believes that its cash and cash equivalents at June 30, 2021 will be sufficient to fund its operating expenses and capital expenditure requirements for at least the next twelve months from the date these financial statements are issued.

The Company will require substantial additional capital to fund its research and development, including its preclinical and clinical development activities and its manufacturing and process development activities, and ongoing operating expenses. Management's plans to address these requirements include financing future cash needs through equity or debt financings, payments from its collaborators, strategic transactions, or a combination of those approaches. These plans may also include the possible deferral of certain operating expenses unless and until additional capital is received. There can be no assurance that the Company will be successful in raising additional capital or that such capital, if available, will be on terms that are acceptable to the Company, or that the Company will be successful in deferring certain operating expenses.

Basis of Presentation

The accompanying condensed consolidated financial statements have been prepared by the Company in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") and pursuant to the rules and regulations of the U.S. Securities and Exchange Commission ("SEC") for interim financial statements. Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to such rules and regulations. However, the Company believes that the disclosures are adequate to make the information presented not misleading. These condensed consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements and the notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on March 15, 2021.

The unaudited interim condensed consolidated financial statements have been prepared on the same basis as the audited consolidated financial statements. In the opinion of management, the accompanying unaudited interim condensed consolidated financial statements contain all adjustments which are necessary for a fair statement of the Company's financial position as of June 30, 2021, consolidated results of operations for the three and six months ended June 30, 2021 and 2020 and cash flows for the six months ended June 30, 2021 and 2020. Such adjustments are of a normal and recurring nature. The results of operations for the three and six months ended June 30, 2021 are not necessarily indicative of the results of operations that may be expected for the year ending December 31, 2021.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Significant Accounting Policies

The Company's significant accounting policies are disclosed in the audited consolidated financial statements and the notes thereto, which are included in the Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on March 15, 2021. Since the date of those financial statements, there have been no material changes to its significant accounting policies.

Recently Issued Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board ("FASB") or other standard setting bodies that are adopted by the Company as of the specified effective date. The Company believes that the impact of recently issued standards that are not yet effective will not have a material impact on the Company's consolidated financial statements upon adoption.

In March 2020, the FASB issued Accounting Standards Update ("ASU") 2020-04, *Facilitation of the Effects of Reference Rate Reform on Financial Reporting (Topic 848)*. This ASU provides optional expedients and exceptions for applying U.S. GAAP to transactions affected by reference rate (e.g., LIBOR) reform if certain criteria are met, for a limited period of time to ease the potential burden in accounting for (or recognizing the effects of) reference rate reform on financial reporting. The ASU is effective as of March 12, 2020 through December 31, 2022. The Company will evaluate transactions or contract modifications, including any related to its July 2019 loan and security agreement which uses LIBOR as a reference rate, occurring as a result of reference rate reform and determine whether to apply the optional guidance on an ongoing basis. The ASU is currently not expected to have a material impact on the Company's condensed consolidated financial statements and related disclosures.

3. FAIR VALUE MEASUREMENTS

The following tables present information about the Company's financial assets measured at fair value on a recurring basis and indicate the level of the fair value hierarchy utilized to determine such fair values:

Description	June 30, 2021	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Observable Inputs (Level 3)
Assets				
Money market funds and other cash equivalents	$ 67,569	$ 67,569	$ —	$ —
Total financial assets	$ 67,569	$ 67,569	$ —	$ —

Description	December 31, 2020	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Observable Inputs (Level 3)
Assets				
Money market funds and other cash equivalents	$ 69,277	$ 69,277	$ —	$ —
Total financial assets	$ 69,277	$ 69,277	$ —	$ —

When developing fair value estimates, the Company maximizes the use of observable inputs and minimizes the use of unobservable inputs. When available, the Company uses quoted market prices to measure fair value. The valuation technique used to measure fair value for the Company's Level 1 and Level 2 assets is a market approach, using prices and other relevant information generated by market transactions involving identical or comparable assets. If market prices are not available, the fair value measurement is based on models that use primarily market-based parameters including yield curves, volatilities, credit ratings and currency rates. In certain cases where market rate assumptions are not available, the Company is required to make judgments about assumptions market participants would use to estimate the fair value of a financial instrument.

The Company did not have any transfers of assets between levels of the fair value measurement hierarchy during the six months ended June 30, 2021.

4. INVESTMENTS

As of June 30, 2021 and December 31, 2020, the Company did not hold any short-term or long-term investments.

5. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses and other current liabilities at June 30, 2021 and December 31, 2020 consisted of the following:

	June 30, 2021	December 31, 2020
Accrued compensation and benefits	$ 1,208	$ 1,200
Accrued professional services	914	988
Accrued lab supplies	219	71
Accrued IP licensing fees	1,035	70
Other	237	372
Total accrued expenses and other current liabilities	$ 3,613	$ 2,701

Accrued compensation and benefits consists primarily of accrued bonuses. Accrued professional services consists primarily of consulting services, legal services and services provided by contract research organizations ("CRO") and contract manufacturing organizations ("CMO"). Accrued lab supplies consists primarily of reagents and lab consumables. Accrued IP licensing fees consist of fees payable to certain of the Company's existing licensors.

6. DEBT

On July 2, 2019 (the "Closing Date"), the Company entered into a loan and security agreement (the "Loan Agreement"), for term loans with Oxford Finance LLC ("Oxford") and Horizon Technology Finance Corporation ("Horizon," and, together with Oxford, the "Lenders"). The Loan Agreement allows the Company to borrow up to $20,000 issuable in two equal tranches (the "Term Loans"). On the Closing Date, the first tranche of $10,000 was drawn down by the Company (the "Term A Loan"). In September 2020 and March 2021, the Company entered into amendments to the Loan Agreement, each of which extended the availability of the $10,000 second tranche subject to certain conditions. In the second quarter of 2021, the Company met the conditions to initiate drawdown of the second tranche but did not exercise its right to do so. As of June 30, 2021, the option to draw down the second tranche of the Term Loans had expired.

The outstanding balance of the Term Loans will accrue interest at the greater of (i) the rate of the one-month U.S. LIBOR rate plus 6.25% and (ii) 8.75%. The Loan Agreement provides for an interest only period until July 1, 2021, followed by thirty-six equal monthly payments of principal and interest continuing through June 1, 2024 (the "Maturity Date"). The Company has the option to prepay the outstanding balance prior to the Maturity Date, subject to a prepayment fee of 1.0% to 3.0% depending upon when the prepayment occurs. Upon repayment of the Term Loans, the Company is required to make a final payment to the Lenders equal to 4.5% of the original principal amount of the Term Loans funded which will be accrued by charges to interest expense over the term of the loans using the effective interest method.

In conjunction with the Loan Agreement, the Company issued 15,686 of common stock warrants ("Warrants") to the Lenders at a per share exercise price of $12.75, a maximum contractual term of 10 years and exercisable immediately. The fair value of the Warrants was accounted for as a debt discount and calculated to be approximately $136 using the Black-Scholes method. The Company determined the Warrants met the criteria for equity classification, and, as such, the fair value of the Warrants is recorded as additional paid-in capital on the condensed consolidated balance sheets. Finally, the Company incurred issuance costs of approximately $150. Both the debt discount and issuance costs will be accreted to Notes payable by charges to interest expense over the term of the Term A Loan using the effective interest method.

The Loan Agreement contains customary representations, warranties and covenants and also includes customary events of default. Events of default include, among other things, the Company's failure to pay amounts due, a breach of certain covenants, a material adverse change event, misrepresentations and judgments. Upon the occurrence of an event of default, a default interest rate of an additional 5.00% per annum may be applied to the outstanding loan balances, and the Lenders may declare all outstanding obligations immediately due and payable. Borrowings under the Loan Agreement are collateralized by substantially all the Company's assets, other than its intellectual property, which include maintaining certain cash balances in controlled accounts.

Interest expense was $283 and $554 for the three and six months ended June 30, 2021, respectively. Interest expense was $273 and $545 for the three and six months ended June 30, 2020, respectively. The effective interest rate on the Loan Agreement, including the amortization of the debt discount and issuance costs, and accretion of the final payment, was 11.34% at June 30, 2021. The components of the long-term debt balance are as follows:

	June 30, 2021	December 31, 2020
Notes payable, gross	$ 9,723	$ 10,000
Less: Unamortized debt discount and issuance costs	(133)	(175)
Accretion of final payment fee	266	194
Carrying value of notes payable	9,856	10,019
Less: Current portion of long-term debt	(3,288)	(1,910)
Long-term debt, net of issuance costs and discount	$ 6,568	$ 8,109

As of June 30, 2021, the estimated future principal payments due were as follows:

	As of June 30, 2021
2021	$ 1,668
2022	3,333
2023	3,333
2024	1,389
Thereafter	—
Total principal payments	$ 9,723

7. STOCK-BASED COMPENSATION

Equity Incentive Plans

In December 2014, the Company adopted the LogicBio Therapeutics, Inc. 2014 Equity Incentive Plan, as amended (the "2014 Plan"), for the issuance of stock options and other stock-based awards. In October 2018, the Company's 2018 Equity Incentive Plan (the "2018 Plan") became effective and as a result, no further awards will be made under the 2014 Plan. The 2018 Plan was established to provide equity-based ownership opportunities for employees and directors, as well as outside consultants and advisors. Any awards granted under the 2014 Plan prior to the adoption of the 2018 Plan remained outstanding in accordance with their respective terms.

Under the 2018 Plan, there is an annual increase on January 1 of each year from 2019 until 2028, by the lesser of (i) 4% of the number of shares of common stock outstanding on December 31 of the prior year and (ii) an amount determined by the Board. On January 1, 2021, the Company increased the number of shares available for future grant under the 2018 Plan by 1,272,547 shares. At June 30, 2021, there were 1,047,947 shares available for future grant under the 2018 Plan.

The 2018 Plan is administered by the Compensation Committee of the Company's Board of Directors ("Board"), except with respect to such matters that are not delegated to the Compensation Committee by the Board (the "Administrator"). The exercise prices, vesting and certain other restrictions are determined at the discretion of the Administrator, except that the exercise price per share of stock options may not be less than 100% of the fair market value of the common stock on the date of grant. The term of stock options awarded under the 2018 Plan may not exceed 10 years from the grant date. Stock options, shares of restricted stock and restricted stock units ("RSU") granted to employees, officers, members of the Board, advisors, and consultants of the Company typically vest over one to four years.

Stock Options

During the six months ended June 30, 2021 and 2020, the Company granted options with time-based vesting to purchase 1,711,456 and 785,203 shares of common stock, respectively, with a weighted-average grant date fair value per share of $4.41 and $4.76, respectively. The Company recorded stock-based compensation expense for options granted of $1,771 and $1,382 during the six months ended June 30, 2021 and 2020, respectively. As of June 30, 2021, there were 4,284,593 outstanding options, of which 2,456,736 were unvested, and $10,272 of unrecognized stock-based compensation expense to be recognized over a weighted-average period of 3.1 years.

Restricted Common Stock

The Company has granted shares of restricted common stock with time-based and performance-based vesting conditions from time to time. The Company did not grant any restricted common stock during the six months ended June 30, 2021 or 2020. The Company recorded stock-based compensation expense for restricted common stock granted of $57 and $77 during the six months ended June 30, 2021 and 2020, respectively. As of June 30, 2021, there were 17,844 shares of unvested restricted common stock outstanding and $63 of unrecognized stock-based compensation expense related to unvested restricted common stock to be recognized over a weighted-average period of 0.6 years.

Restricted Stock Units

The Company has granted RSUs with time-based vesting conditions from time to time. Each RSU represents the right to receive one share of the Company's common stock upon vesting. The fair value is calculated based upon the Company's closing stock price on the date of grant, and the stock-based compensation expense is recognized over the vesting period. The Company granted 5,939 and 120,939 RSUs during the six months ended June 30, 2021 and 2020, respectively. The Company recorded stock-based compensation for RSUs granted of $158 and $115 during the six months ended June 30, 2021 and 2020, respectively. As of June 30, 2021, there were 10,737 unvested RSUs outstanding and $30 of unrecognized stock-based compensation expense related to unvested RSUs to be recognized over a weighted-average period of 0.5 years.

Stock-Based Compensation Expense

Total stock-based compensation expense recorded as research and development and general and administrative expenses, respectively, for employees, directors and non-employees for the six months ended June 30, 2021 and 2020 is as follows:

	Six Months Ended June 30,	
	2021	2020
Research and development	$ 662	$ 575
General and administrative	1,324	999
Total stock-based compensation expense	$ 1,986	$ 1,574

8. STOCKHOLDERS' EQUITY

Open Market Sale Agreement

On November 15, 2019, the Company entered into an Open Market Sale Agreement (the "Open Market Sale Agreement") with Jefferies LLC, as agent ("Jefferies"), and filed a related prospectus supplement, pursuant to which the Company may issue and sell shares of its common stock at the then current market prices having an aggregate offering price of up to $50,000 (the "Open Market Shares") from time to time through Jefferies (the "Open Market Offering").

Under the Open Market Sale Agreement, Jefferies may sell the Open Market Shares by methods deemed to be an "at the market offering" as defined in Rule 415(a)(4) promulgated under the Securities Exchange Act of 1934, as amended. The Company may sell the Open Market Shares in amounts and at times to be determined by the Company from time to time subject to the terms and conditions of the Open Market Sale Agreement, but it has no obligation to sell any of the Open Market Shares in the Open Market Offering.

The Company or Jefferies may suspend or terminate the offering of Open Market Shares upon notice to the other party and subject to other conditions. The Company has agreed to pay Jefferies commissions for its services in acting as agent in the sale of the Open Market Shares in the amount of up to 3.0% of gross proceeds from the sale of the Open Market Shares pursuant to the Open Market Sale Agreement. The Company has also agreed to provide Jefferies with customary indemnification and contribution rights.

During the six months ended June 30, 2021, the Company issued 260,242 Open Market Shares at a weighted-average price of $8.46 per share, resulting in net proceeds to the Company of $2,136. During the six months ended June 30, 2020, the Company issued 269,540 shares of its common stock at a weighted-average price of $7.20 per share, resulting in net proceeds to the Company of $1,907. At June 30, 2021, the Company had $44,306 in aggregate gross offering amount available under the Open Market Sale Agreement.

9. REVENUE

Service Revenue

Takeda Agreement

In January 2020, the Company entered into a Research Collaboration and Option Agreement with Takeda ("Takeda Agreement"), which is accounted for within the scope of Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("ASC 606"). For further details on the terms and accounting treatment consideration for the Takeda Agreement, please refer to Note 10, *"Revenue,"* to the Company's consolidated financial statements contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2020.

During the three and six months ended June 30, 2021, the Company recognized $52 and $513, respectively, in service revenue under the Takeda Agreement. During the three and six months ended June 30, 2020, the Company recognized $965 and $1,986, respectively, in service revenue under the Takeda Agreement. As of June 30, 2021, there was $77 in accounts receivable on the consolidated balance sheet related to the Takeda Agreement.

Daiichi Sankyo Agreement

In April 2021, the Company entered into a Research Collaboration and Exclusive Option Agreement (the "Daiichi Agreement") with Daiichi for the development of gene therapy candidates for two indications based on the GeneRide platform (each, a "Daiichi Candidates"). Under the terms of the Daiichi Agreement, Daiichi will fund all research and development activities related to the development of the Daiichi Candidates under a mutually agreed research plan (the "Daiichi Research Plan"). The Daiichi Agreement also provides Daiichi with an exclusive, non-binding option for each Daiichi Candidate to negotiate in good faith for a certain period of time to enter into a license agreement with respect to each such Daiichi Candidate (the "Daiichi License Options").

The Company assessed the Daiichi Agreement in accordance with ASC 606 and concluded that it represents a contract with a customer and is within the scope of ASC 606. The Company concluded that its conduct of research services under the Daiichi Research Plan, which includes a research data package, participation in various joint oversight committees, a research license and a materials transfer, represents a single combined performance obligation. The Company determined the transaction price totaled $2,000, which included an upfront payment of $1,000 and an additional $1,000 prepayment of the first-year research and development fees. The entire transaction price will be allocated to the single combined performance obligation, which is transferred over the expected term of the conduct of the research services. Terms related to exclusive licenses negotiated after the exercise of the Daiichi License Options will be part of a separate contract and reflect applicable standalone selling prices. As such, the Company concluded the Daiichi License Options are not considered to be a material right.

The upfront payment of $2,000 was recorded as deferred revenue and is being recognized as revenue over time in conjunction with the Company's conduct of research services as the research services are the primary component of the combined performance obligation. Revenue associated with the upfront payment and ongoing research services will be recognized using an input-based measurement of actual costs incurred as a percentage of the estimated total costs expected to be incurred over the expected term of conduct of the research services. The Company believes this input-based method to recognize revenue best reflects the transfer of value to Daiichi. During the three months ended June 30, 2021, the Company recognized $180 as service revenue under the Daiichi Agreement. As of June 30, 2021, there was $1,820 in deferred revenue related to the Daiichi Agreement, of which $1,393 was classified as current deferred revenue.

Collaboration Revenue

CANbridge Agreement

In April 2021, the Company entered into an Exclusive Research Collaboration, License and Option Agreement (the "CANbridge Agreement") with CANbridge.

Under the terms of the CANbridge Agreement, the Company granted CANbridge (a) an exclusive worldwide license to certain of the Company's intellectual property rights, including those relating to sL65, the first capsid produced from the sAAVy platform, to develop, manufacture and commercialize gene therapy candidates for the treatment of Fabry and Pompe diseases (the "Fabry and Pompe License"), (b) an option to obtain an exclusive worldwide license to certain of the Company's intellectual property rights, including those relating to sL65, to develop and commercialize gene therapy candidates for the treatment of two additional indications (the "Candidate Option") and (c) an exclusive option to obtain an exclusive license to develop and commercialize LB-001 for the treatment of MMA (the "LB-001 Option") in China, Taiwan, Hong Kong and Macau ("Greater China"). Pursuant to the CANbridge Agreement, LogicBio and CANbridge will collaborate to develop the gene therapy candidates referenced in (a) above for the treatment of Fabry and Pompe diseases plus, upon CANbridge's exercise of the applicable option, two additional indications under a mutually agreed research plan. CANbridge agreed to provide funding for LogicBio's activities under the research plan in accordance with a mutually agreed research budget.

Under the CANbridge Agreement, the Company received an upfront, non-refundable and non-creditable payment of $10,000 from CANbridge. In addition, CANbridge is obligated to reimburse the Company for research and development costs incurred by the Company for activities related to the development of the gene therapy candidates for two indications, Pompe disease and Fabry disease, under a mutually agreed upon research plan (the "CANbridge Research Plan").

The Company is eligible to receive up to $542,000 in aggregate from CANbridge contingent on the achievement of specified clinical, regulatory and sales milestones relating to the named gene therapy candidates for Fabry disease and Pompe diseases, the additional indications for which CANbridge exercises the Candidate Option, and the payment of any option exercise fees. The Company is also eligible to receive up to $49,000 in aggregate clinical, regulatory and sales milestones for LB-001, subject to the exercise of the LB-001 Option, and the payment of the LB-001 Option fee. CANbridge is obligated to pay to the Company royalties based on an escalating tiered, mid- to high-single digit percentage of the annual worldwide net sales for each non-LB-001 indication pursued. In addition, CANbridge will pay to the Company royalties based on an escalating tiered, high-single digit to mid-double digit percentage of the annual Greater China net sales for LB-001 for the treatment of MMA, subject to the exercise of the LB-001 Option.

The Company applied ASC Topic 808, *Collaborative Arrangements* ("ASC 808") and determined that the CANbridge Agreement is within the scope of ASC 808. Furthermore, the Company determined that certain aspects of the CANbridge Agreement represented a vendor-customer relationship as CANbridge represents a customer for certain activities. As such, the Company applied the relevant guidance from ASC 606 to evaluate the appropriate accounting for the vendor-customer aspects of the CANbridge Agreement. In accordance with ASC 606, the Company identified its performance obligation as a grant of a license to CANbridge for certain of its intellectual property rights, including those relating to sL65, and its conduct of research services under the CANbridge Research Plan, which includes participation in various joint oversight committees and a technology transfer. The Company determined that its grant of a license to CANbridge to certain of its intellectual property subject to certain conditions was not distinct as it does not have stand-alone value to CANbridge apart from the services to be performed by the Company pursuant to the CANbridge Agreement. A third party would not be able to provide research and development services due to the specific nature of the intellectual property and knowledge required to perform the services, and CANbridge could not benefit from the license without the corresponding services. The Company also concluded that the LB-001 Option and Candidate Options were not provided to CANbridge at a significant discount. The terms of the options, including the upfront exercise fee and applicable milestone payments, reflected applicable standalone selling prices at the time of the CANbridge Agreement. As such, the Company concluded that none of the options was considered to be material rights and, as such, were not performance obligations.

Accordingly, the Company determined that its grant of a license to CANbridge and its conduct of research and development services under the research plan should be accounted for as one combined performance obligation, and that the combined performance obligation is transferred over the expected term of the conduct of the research and development services.

In accordance with ASC 606, the Company determined that the initial transaction price under the CANbridge agreement was $10,878, consisting of the upfront, non-refundable and non-creditable payment of $10,000 and an upfront payment of estimated quarterly research costs $878. The upfront payment of $10,878 was initially recorded as deferred revenue and, along with payments related to the Company's conduct of research services under the research plan, will be recognized as revenue using an input-based measurement of actual costs incurred as a percentage of the estimated total costs expected to be incurred over the expected term of conduct of the research services. The Company believes this input-based method to recognize revenue best reflects the transfer of value to CANbridge. The Company recorded the initial $878 prepayment of the quarterly research and development fees as deferred revenue, and such fees will be recognized as revenue as the research services are delivered.

The Company also assessed the effects of variable elements including the likelihood of receiving (i) various clinical, regulatory and commercial milestone payments, and (ii) royalties on net sales of any product candidate. Based on its assessment, the Company concluded that, based on the likelihood of these uncertain events occurring, there was not a significant variable element included in the transaction price. Accordingly, the Company has not assigned a transaction price to these variable elements given the substantial uncertainty related to their achievement and has not assigned a transaction price to any CANbridge milestone or royalties.

The Company recognized revenue of $570 under the CANbridge Agreement for the quarter ended June 30, 2021. As of June 30, 2021, aggregate deferred revenue related to the CANbridge Agreement was $10,990 of which $3,450 was classified as current. Both the current and non-current deferred revenue amounts will be recognized during the expected term of the conduct of research and development services. As a direct result of the Company's entry into the CANbridge Agreement, the Company incurred $775 in sublicense fees to certain of its existing licensors which was expensed to research and development expense during the quarter ended June 30, 2021.

10. INCOME TAXES

For the six months ended June 30, 2021 and the year ended December 31, 2020, the Company maintained a full valuation allowance on federal and state deferred tax assets since management does not forecast the Company to be in a taxable position in the near future.

11. LOSS PER SHARE

Basic loss per share is computed by dividing net loss by the weighted-average shares of common stock outstanding, without consideration to common stock equivalents:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Numerator:				
Net loss	$ (10,499)	$ (8,227)	$ (20,781)	$ (17,682)
Denominator:				
Weighted-average common stock outstanding	32,162,375	23,326,018	32,048,716	23,250,910
Net loss per share — basic and diluted	$ (0.33)	$ (0.35)	$ (0.65)	$ (0.76)

The Company's potentially dilutive shares, which include any outstanding stock options, warrants and unvested restricted stock (which includes unvested restricted stock units and unvested restricted common stock), are considered to be common stock equivalents and are only included in the calculation of diluted net loss when their effect is dilutive.

The Company excluded the following potential common stock equivalents from the computation of diluted net loss per share attributable to common stockholders because including them would have had an anti-dilutive effect for the three and six months ended June 30, 2021 and 2020.

	June 30, 2021	June 30, 2020
Unvested restricted common stock	17,844	64,681
Unvested restricted stock units	10,737	115,639
Options to purchase common stock	4,284,593	2,815,612
Term A Loan warrants	15,686	15,686

12. LEASES

The Company has historically entered into lease arrangements for its facilities and certain equipment. As of June 30, 2021, the Company had one operating lease with required future minimum payments related to its headquarters in Lexington, MA.

In November 2019, the Company entered into a lease agreement for office, laboratory and vivarium space located at 65 Hayden Avenue, Lexington, Massachusetts ("65 Hayden Ave Lease") to replace the Company's prior headquarters in Cambridge, Massachusetts. Under the terms of the 65 Hayden Ave Lease, the Company leases approximately 23,901 square feet of space and is obligated to pay an initial annual base rent of approximately $1,494, which is subject to scheduled annual increases, plus certain operating expenses and taxes. The Company took possession of the space on April 1, 2020 ("Lease Commencement Date") and the lease will continue through July 1, 2025 ("Lease Termination Date"). The Company has an option to extend the lease for a single additional term of 5 years. Upon execution of the 65 Hayden Ave Lease, the Company executed a $622 cash-collateralized letter of credit. Lease payments are due in monthly installments through the Lease Termination Date.

At the Lease Commencement Date, the Company performed a lease assessment under the guidance prescribed in ASC Topic 842, *Leases* ("ASC 842"), and concluded that the 65 Hayden Ave Lease was an operating lease. As such, the Company recorded an operating lease right-of-use asset and corresponding operating lease liability on the consolidated balance sheets of $6,428 which reflected the net present value of future payments under the lease. The discount rate used to calculate the net present value of future payments was the Company's incremental borrowing rate at the Lease Commencement Date, which was 7.6%.

The following table contains a summary of the lease costs recognized under ASC 842 and other information pertaining to the Company's operating leases for the three and six months ended June 30, 2021 and 2020:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Operating leases				
Lease cost				
Operating lease cost	$ 378	$ 464	$ 756	$ 789
Variable lease cost	216	186	431	284
Total lease cost	$ 594	$ 650	$ 1,187	$ 1,073
Other year-to-date lease information				
Operating cash flows used for operating leases			$ 746	$ 496
Operating lease liabilities arising from obtaining right-of-use assets			$ —	$ 6,428

The following table contains a summary of the lease liabilities recognized on the Company's condensed consolidated balance sheets as of June 30, 2021 and December 31, 2020:

	As of June 30, 2021	As of December 31, 2020
Other operating lease information		
Operating lease liabilities — short-term	$ 1,159	$ 1,094
Operating lease liabilities — long-term	$ 4,361	$ 4,952
Weighted-average remaining lease term	4.0 years	4.5 years
Weighted-average discount rate	7.60%	7.60%

The variable lease costs for the three and six months ended June 30, 2021 and 2020 include common area maintenance and other operating charges. As the Company's leases do not provide an implicit interest rate, the Company utilized its incremental borrowing interest rate based on what it would normally pay to borrow on a collateralized basis over a similar term for an amount equal to the lease payments at the commencement date in determining the present value of lease payments.

Future minimum lease payments under the Company's operating lease as of June 30, 2021 and December 31, 2020, were as follows:

	As of June 30, 2021	As of December 31, 2020
Maturity of lease liabilities		
2021	$ 769	$ 1,516
2022	1,562	1,562
2023	1,609	1,609
2024	1,656	1,656
2025	841	841
Thereafter	—	—
Total lease payments	6,437	7,184
Less: imputed interest	(917)	(1,138)
Total operating lease liabilities	$ 5,520	$ 6,046

13. RELATED PARTIES

The Company is party to a consulting service agreement with Mark Kay, who is a co-founder and a member of the Board. Under the terms of this agreement, the Company has agreed to pay an annual fee of $68 for research and development consulting services. For each of the three and six-month periods ended June 30, 2021 and 2020, the Company recorded research and development expense of

$17 and $34, respectively, related to consulting services received from Mark Kay. In addition, as a result of his participation on the Scientific Advisory Board in June 2021, Mark Kay earned $5 and received a non-qualified stock option to purchase 5,000 shares of

the Company's common stock with a fair value of $13, which will be expensed over a two-year vesting period. Expenses related to Mark Kay's participation on the Scientific Advisory Board are recorded in research and development expense.

14. COMMITMENTS AND CONTINGENCIES

Litigation and Related Matters

From time to time, the Company may become subject to legal proceedings and claims which arise in the ordinary course of its business. Consistent with ASC 450, *Contingencies*, the Company's policy is to record a liability if a loss in a significant legal dispute is considered probable and an amount can be reasonably estimated. The Company provides disclosure when a loss in excess of any reserve is reasonably possible, and if estimable, the Company discloses the potential loss or range of possible loss. Significant judgment is required to assess the likelihood of various potential outcomes and the quantification of loss in those scenarios. The Company's estimates change as litigation progresses and new information comes to light. Changes in Company estimates could have a material impact on the Company's results and financial position. As of June 30, 2021, the Company did not have any significant legal disputes that require a loss liability to be recorded. The Company continually monitors the need for a loss liability for litigation and related matters.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the unaudited condensed consolidated financial statements and the accompanying notes included in this Quarterly Report on Form 10-Q and the audited consolidated financial information and the notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2020, which was filed with the U.S. Securities and Exchange Commission, or SEC, on March 15, 2021, or the 2020 10-K. This discussion and analysis contains forward-looking statements that involve significant risks and uncertainties. As a result of many factors, such as those set forth under "Risk Factors" in Part I, Item 1A. of the 2020 10-K, as may be amended or updated in subsequent filings with the SEC, our actual results may differ materially from those anticipated in these forward-looking statements.

Overview

We are a clinical-stage genetic medicine company pioneering gene editing and gene delivery platforms to address rare and serious diseases from infancy through adulthood. Our gene editing platform, GeneRide™, is a new approach to precise gene insertion harnessing a cell's natural deoxyribonucleic acid, or DNA, repair process potentially leading to durable therapeutic protein expression levels. Our gene delivery platform, sAAVy™, is an adeno-associated virus, or AAV, capsid engineering platform designed to optimize gene delivery for treatments in a broad range of indications and tissues.

Our lead product candidate, LB-001, is a single-administration, gene editing therapy developed using our GeneRide technology, currently in Phase 1/2 development for the treatment of methylmalonic acidemia, or MMA, in pediatric patients. MMA is a rare and life-threatening genetic disorder affecting approximately 1 in 50,000 newborns in the United States that often results in developmental delays and other long-term complications and a high rate of hospitalizations. In April 2021, we granted CANbridge Care Pharma Hong Kong Limited, or CANbridge, an exclusive option to obtain an exclusive license to develop and commercialize LB-001 for the treatment of MMA in China, Taiwan, Hong Kong and Macau.

Also based on our GeneRide technology, we are developing our product candidate, LB-301, for the treatment of Crigler-Najjar syndrome, a rare monogenic pediatric disease affecting approximately 1 in 1,000,000 newborns globally, in collaboration with Takeda Pharmaceutical Company Limited. In addition, we are developing treatments based on our GeneRide technology for two indications in collaboration with Daiichi Sankyo Company. We have also demonstrated proof of concept of our GeneRide platform in hemophilia B and alpha-1-antitrypsin deficiency, or A1ATD, animal disease models.

Based on our sAAVy technology, we are developing gene therapy candidates utilizing, among other things, AAV sL65, the first capsid produced from sAAVy, for the treatment of Fabry and Pompe diseases in collaboration with CANbridge. We also granted CANbridge an option to obtain an exclusive worldwide license to certain of our intellectual property rights, including those relating to sL65, to develop and commercialize gene therapy candidates for the treatment of two additional indications.

We expect to select future product candidates from diseases addressed by targeting the liver initially, and later by targeting other tissues such as the central nervous system, or CNS, muscle, or other tissues. We plan to select at least one new development candidate from our preclinical portfolio by the end of 2021 and commence Investigational New Drug Application-enabling studies utilizing our modular approach and leveraging learnings from our lead programs.

LB-001 for the Treatment of Methylmalonic Acidemia (MMA) in Pediatric Patients

On June 2, 2021, we announced that the first patient was dosed with LB-001 in our SUNRISE clinical trial for the treatment of pediatric patients with MMA. The SUNRISE trial is a multi-center, open-label, Phase 1/2 clinical trial designed to assess the safety and tolerability of a single intravenous infusion of LB-001 in pediatric patients with MMA characterized by methylmalonyl-CoA mutase gene, or MMUT, mutations. The SUNRISE Phase 1/2 clinical trial is expected to enroll eight pediatric patients with ages ranging from 6 months to 12 years, initially starting with 3 to 12 year old patients and then adding patients aged 6 months to 2 years. The SUNRISE trial will evaluate two dose cohorts of LB-001 (cohort 1 = 5×10^{13} vg/kg and cohort 2 = 1×10^{14} vg/kg). After initially starting with the lower dose in the 3 to 12 year old patient group (cohort 1, older age group, n=2), age de-escalation (cohort 1, younger age group, n=2) and dose escalation (cohort 2, older age group, n=2) are planned to occur in parallel. The decision to escalate the dose will be determined based solely on safety, whereas the decision to age de-escalate will be based on both safety and the detection of the pharmacodynamic biomarker, albumin-2A. Afterwards, based on a review of safety and/or the detection of albumin-2A, as applicable, from these two patient groups, the trial would progress to dosing additional patients in the younger age group at the higher dose (cohort 2, younger age group, n=2). The SUNRISE trial includes a six-week staggering interval between the dosing of each patient with the exception that age de-escalation and dose escalation can occur simultaneously. Patients will participate in a pre-dosing observational period and will be administered a prophylactic steroid regimen.

The primary endpoint of the SUNRISE trial is to assess the safety and tolerability of LB-001 at 52 weeks after a single infusion. Additional endpoints include changes in disease-related biomarkers, including serum methylmalonic acid, clinical outcomes such as growth and healthcare utilization, and the pharmacodynamic marker albumin-2A. We expect seven centers in the United States and one center in Saudi Arabia to participate in the SUNRISE trial. Based on current projections for enrollment, we plan to provide an update on enrollment, dose escalation and age de-escalation in late 2021, and we expect to announce interim data by the end of 2021.

In addition to the Phase 1/2 SUNRISE trial, we have completed a retrospective natural history study designed to evaluate disease progression in pediatric patients with MMA. We expect this study will provide us with insights into, among other matters, the course of disease progression, the impact of a liver transplant on the outcomes of MMA patients and potential endpoints such as the relevance of methylmalonic acid levels on clinical outcomes, with the goal of informing our future clinical development in MMA and our discussions with regulatory agencies as we look toward advancing our MMA program. We presented preliminary findings from our retrospective natural history study at the American College of Medical Genetics in April 2021.

In July 2019, the U.S. Food and Drug Administration, or FDA, granted rare pediatric disease designation for LB-001 for the treatment of MMA, and in April 2019, FDA granted orphan drug designation for LB-001 for the treatment of MMA. In November 2020, the FDA granted fast track designation for LB-001 for the treatment of MMA, and in June 2021, the European Commission granted orphan drug designation to LB-001 for the treatment of MMA.

Our GeneRide Platform

Our gene editing platform, GeneRide, is a new approach to precise gene insertion harnessing a cell's natural deoxyribonucleic acid, or DNA, repair process potentially leading to durable therapeutic protein expression levels. GeneRide is designed to support the development of a new generation of genetic medicines designed to insert a corrective gene in the human genome with the goal of avoiding certain risks associated with other methods of gene therapy and gene editing. The therapies developed based on our GeneRide platform are designed to use an engineered viral vector to deliver a corrective gene, known as a transgene, to the nuclei of a patient’s cells via a one-time infusion.

We believe that GeneRide has the potential to enable us to target diseases that cannot be treated by current genetic medicines, including early onset genetic childhood diseases where early intervention is critical in order to prevent progressive irreversible tissue damage that leads to long-term complications.

In addition, preclinical studies have shown that some specific product candidates targeting the liver based on the GeneRide platform have exhibited “selective advantage,” where modified cells take over the non-modified cells as the liver continues to regenerate, which allowed expression of therapeutic levels of the missing protein.

Our sAAVy Platform

We are also developing sAAVy, a next generation AAV capsid platform, for use in gene editing and gene therapy. At the American Society of Gene & Cell Therapy, or ASGCT, 2020 Annual Meeting in May 2020, we presented data showing that the capsids delivered highly efficient functional transduction of human hepatocytes in a humanized mouse model. Based on these data, we believe the top-tier capsid candidates from this effort demonstrated the potential to achieve significant improvements over benchmark AAVs that are currently in clinical development. We are developing these highly potent vectors for use in our internal development candidates and collaborations. We announced data generated from translational animal models using these capsids at the ASGCT 2021 Annual Meeting in May 2021. In addition, in January 2021, we announced the extension of our collaboration with Children’s Medical Research Institute, or CMRI, to continue to develop next-generation capsids for gene therapy and gene editing applications in the liver as well as two additional tissues.

Operating Overview

Since our inception in 2014, we have devoted the majority of our efforts to research and development, including our preclinical and clinical development activities and our manufacturing and process development activities, raising capital, and providing general and administrative support for these operations. We do not have any products approved for sale and our only revenue recognized to date has been revenue related to upfront payments and research cost reimbursement under our strategic agreements with CANbridge, Daiichi and Takeda. Through June 30, 2021, we have raised approximately $123.0 million through underwritten public offerings and at-the-market sales of our common stock and $33.1 million in net proceeds from the sale of preferred stock prior to our initial public offering. In July 2019, we entered into a Loan and Security Agreement for term loans with Oxford Finance LLC and Horizon Technology Finance

Corporation, under which term loans in an aggregate principal amount of $20.0 million were made available to us in two tranches, subject to certain terms and conditions. As of June 30, 2021, we had drawn down the $10.0 million first tranche. In

the second quarter of 2021, we met the conditions to initiate drawdown of the $10.0 million second tranche but did not exercise our right to do so. As of June 30, 2021, the option to draw down the second tranche of the Term Loans had expired. We have incurred significant operating losses since our inception. Our ability to generate product revenue sufficient to achieve profitability will depend on the successful development and commercialization of our product candidate and any future product candidates. Our net loss was $20.8 million for the six months ended June 30, 2021. As of June 30, 2021, we had an accumulated deficit of $120.8 million. We expect to continue to incur significant expenses and increasing operating losses for the foreseeable future in connection with our ongoing activities. While we intend to continue to evaluate ways to enhance our liquidity and capital position, our efforts will largely depend on future developments that are highly uncertain and cannot be predicted with confidence at this time.

Impact of COVID-19

We are closely monitoring the COVID-19 pandemic in order to promote the safety of our personnel and to continue advancing our research and development activities. We are following federal, state and local requirements and guidelines with respect to the COVID-19 pandemic, and have allowed our employees to return to working on-premises in accordance with those requirements and guidelines.

The COVID-19 pandemic did not have a material impact on our results of operations, cash flow and financial position as of and for the six months ended June 30, 2021. However, we are aware that certain of our third party vendors are being affected by import/export and other restrictions due to the COVID-19 pandemic, which are currently having an impact on certain of our research, development and manufacturing activities. Further, the pandemic could also potentially affect the business of the FDA, the EMA or other governmental authorities, which could result in delays in meetings, reviews, inspections and approvals relating to LB-001. Any decision by the FDA, EMA or other governmental authorities to delay meeting with us or scheduling inspections in light of COVID-19 could have a material adverse effect on clinical trials of LB-001, which could increase our operating expenses and have a material adverse effect on our financial results, including the timing and amount of future regulatory milestones we could receive from our partners.

We cannot predict the impact of the progression of the COVID-19 pandemic on future results due to a variety of factors, including the health of our and their employees, our ability to maintain operations, the ability of our third-party vendors, suppliers and collaborators to continue operations, any further government and/or public actions taken in response to the pandemic and ultimately the length of the pandemic.

We plan to continue to closely monitor the COVID-19 pandemic in order to ensure the safety of our personnel and to continue advancing our research and development activities.

Components of Results of Operations

Revenue

Our only revenue recognized to date has been revenue related to upfront payments and research cost reimbursement under our agreements with CANbridge, Daiichi and Takeda. We have not generated any revenue from product sales and do not expect to generate any revenue from product sales for the foreseeable future.

Operating Expenses

Research and Development Expenses

Research and development expenses consist primarily of costs incurred for our research activities, including our discovery efforts and the development of our product candidates, and include:

- salaries, benefits and other related costs, including stock-based compensation expense, for personnel engaged in research and development functions;
- license maintenance fees and milestone fees incurred in connection with various license agreements;
- the costs of laboratory supplies and acquiring, developing and manufacturing preclinical study and clinical trial materials;

- expenses incurred under agreements with contract research organizations, or CROs, contract manufacturing organizations, or CMOs, as well as academic institutions and consultants that conduct our preclinical studies and other scientific development services;
- facility-related expenses, which include direct depreciation costs and allocated expenses for rent and maintenance of facilities and other operating costs;
- costs of outside consultants, including their fees and related expenses; and
- costs related to compliance with regulatory requirements.

We expense research and development costs as incurred. Costs for external development activities are recognized based on an evaluation of the progress to completion of specific tasks. Payments for these activities are based on the terms of the individual agreements, which may differ from the pattern of costs incurred, and are reflected in our financial statements as prepaid or accrued research and development expenses.

Research and development activities are central to our business model. We expect that our research and development expenses will increase in the future as we continue to conduct the clinical program for our product candidate, LB-001, and as we increase our research and development headcount to continue to discover and develop additional product candidates. If any of our product candidates enter into later stages of clinical development, we expect that they will generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later-stage clinical trials.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries and other related costs, including stock-based compensation, for personnel in our executive, finance, corporate and business development and administrative functions. General and administrative expenses also include professional fees for legal, patent, accounting, auditing, tax and consulting services, travel expenses, and facility-related expenses, which include direct depreciation costs and allocated expenses for rent and maintenance of facilities and other operating costs.

We expect that our general and administrative expenses will increase in the future as we increase our general and administrative headcount to support our continued research and development and potential commercialization of our product candidates.

Other Income (Expense), Net

Interest income consists primarily of interest on our cash and cash equivalents and investments. Interest expense consists of interest expense related to the aggregate $10.0 million principal amount of the Term A Loan borrowing under the loan agreement in July 2019. A portion of the interest expense on the Term A Loan is non-cash expense relating to the accretion of the debt discount, amortization of issuance costs and accretion of the final payment fee. During the three and six months ended June 30, 2021, we recorded $0.3 million and $0.6 million, respectively, in interest expense, of which $0.2 million and $0.4 million, respectively, related to cash interest paid and the remainder to the accretion of the debt discount and amortization of issuance costs. During the three and six months ended June 30, 2020, we recorded $0.3 million and $0.5 million, respectively, in interest expense, of which $0.2 million and $0.4 million, respectively, related to cash interest paid and the remainder to the accretion of the debt discount and amortization of issuance costs.

Results of Operations

Comparison of the Three Months Ended June 30, 2021 and 2020

The following table summarizes our results of operations for the three months ended June 30, 2021 and 2020:

	Three Months Ended June 30,	
	2021	2020
	(in thousands)	
REVENUE		
Collaboration and service revenue	$ 802	$ 965
Total revenue	802	965
OPERATING EXPENSES		
Research and development	7,257	5,895
General and administrative	3,765	3,029
Total operating expenses	11,022	8,924
LOSS FROM OPERATIONS	(10,220)	(7,959)
OTHER (EXPENSE) INCOME:		
Other expense, net	(279)	(268)
Loss before income taxes	(10,499)	(8,227)
Income tax provision	—	—
Net loss	$ (10,499)	$ (8,227)

Revenue

Our revenue for the three months ended June 30, 2021 consisted of $0.8 million, relating to our agreements with CANbridge, Daiichi and Takeda. Our revenue for the three months ended June 30, 2020 consisted of $1.0 million in revenue under the Takeda agreement. The decrease in revenue during the three months ended June 30, 2021 compared to the corresponding period in 2020 was related to winding down activities under the January 2020 Takeda agreement which was partially offset by revenue recognized under the April 2021 CANbridge and Daiichi agreements.

Research and Development Expenses

The following table summarizes our research and development expenses for the three months ended June 30, 2021 and 2020:

	Three Months Ended June 30,		(Decrease) / Increase
	2021	2020	
	(in thousands)		
LB-001 external development and manufacturing costs	$ 1,835	$ 2,393	$ (558)
Personnel-related costs	2,246	1,398	848
Lab supplies	678	765	(87)
Other research and development costs	2,498	1,339	1,159
Total research and development expenses	$ 7,257	$ 5,895	$ 1,362

Research and development expenses for the three months ended June 30, 2021 were $7.3 million, compared to $5.9 million for the three months ended June 30, 2020. The increase of approximately $1.4 million was primarily due to increases of $0.8 million in personnel-related costs as we increased our headcount as well as an increase of $1.2 million in other research and development costs, primarily driven by intellectual property licensing obligations due to certain of our licensors. These increases were partially offset by a decrease of $0.6 million in LB-001 external development and manufacturing costs. While there may be fluctuations on a quarterly basis, we expect that our research and development expenses will increase during 2021, as compared to 2020, as we continue to advance our pipeline both internally and with collaborators as well as continue to advance our LB-001 clinical program.

General and Administrative Expenses

General and administrative expenses were $3.8 million for the three months ended June 30, 2021, compared to $3.0 million for the three months ended June 30, 2020. The increase of approximately $0.7 million was primarily driven by an increase of $0.4 million in personnel expenses, including a $0.1 million increase in stock-based compensation expense as we increased our headcount. While there may be fluctuations on a quarterly basis, we expect that our general and administrative expenses will continue to increase in 2021, as compared to 2020, as we incur expenses both internally and externally to support our collaborations, clinical trial and pipeline-related work.

Other Expense, Net

Other expense, net was $0.3 million for each of the three-month periods ended June 30, 2021 and 2020. Other expense, net remained consistent due to similar interest rates on our capital balances and principal amount due on the term loan balance during the periods.

Comparison of the Six Months ended June 30, 2021 and 2020

The following table summarizes our results of operations for the six months ended June 30, 2021 and 2020:

	Six Months Ended June 30,	
	2021	2020
	(in thousands)	
REVENUE		
Collaboration and service revenue	$ 1,263	1,986
Total revenue	1,263	1,986
OPERATING EXPENSES		
Research and development	13,676	13,068
General and administrative	7,824	6,221
Total operating expenses	21,500	19,289
Loss from operations	(20,237)	(17,303)
Other (expense) income:		
Other (expense) income, net	(544)	(379)
Loss before income taxes	(20,781)	(17,682)
Income tax provision	—	0
Net loss	$ (20,781)	$ (17,682)

Revenue

Our revenue for the six months ended June 30, 2021 consisted of $1.3 million in revenue related to the Takeda, Daiichi and CANbridge agreements. Our revenue for the six months ended June 30, 2020 consisted of $2.0 million in revenue under the Takeda agreement. The decrease in revenue for the six months ended June 30, 2021 compared to the corresponding period in 2020 was related to winding down activities under the January 2020 Takeda agreement which was partially offset by revenue recognized under the April 2021 CANbridge and Daiichi agreements.

Research and Development Expenses

The following table summarizes our research and development expenses for the six months ended June 30, 2021 and 2020:

	Six Months Ended June 30,		
	2021	2020	(Decrease) / Increase
	(in thousands)		
LB-001 external development and manufacturing costs	$ 3,698	$ 5,887	$ (2,189)
Personnel-related costs	4,322	3,164	1,158
Lab supplies	1,594	1,546	48

Other research and development costs	4,062	2,471	1,591
Total research and development expenses	$ 13,676	$ 13,068	$ 608

Research and development expenses for the six months ended June 30, 2021 were $13.7 million, compared to $13.1 million for the six months ended June 30, 2020. The increase of approximately $0.6 million was primarily due to an increase of $1.2 million in personnel-related costs as we increased our headcount, as well as an increase of $1.6 million in other research and development costs, primarily driven by intellectual property licensing obligations due to certain of our licensors. These increases were partially offset by a $2.2 million decrease in LB-001 external development and manufacturing costs.

General and Administrative Expenses

General and administrative expenses were $7.8 million for the six months ended June 30, 2021, compared to $6.2 million for the six months ended June 30, 2020. The increase of approximately $1.6 million was primarily driven by an increase of $0.5 million in legal fees and professional services due to an increase in corporate development and general corporate activities, and $0.6 million in personnel expenses, including a $0.3 million increase in stock-based compensation expense.

Other Expense, Net

Other expense, net was $0.5 million for the six months ended June 30, 2021 compared to other expense, net of $0.4 million for the six months ended June 30, 2020. The slight increase in other expense, net was primarily related to a decrease in interest income due to lower interest rates beginning in March 2020.

Liquidity and Capital Resources

Overview

Since our inception and through June 30, 2021, we have not generated any sales revenue and have incurred significant losses and negative cash flows from our operations.

As of June 30, 2021, we had cash and cash equivalents of $68.1 million, which we believe will be sufficient to fund our operating expenses and capital expenditures for at least the next twelve months from the date of issuance of the financial statements included in this Quarterly Report on Form 10-Q. While we intend to continue to evaluate ways to enhance our liquidity and capital position, our efforts will largely depend on future developments that are highly uncertain and cannot be predicted with confidence at this time.

Cash Flows

The following table summarizes our cash flows for the six months ended June 30, 2021 and 2020:

	Six Months Ended June 30,	
	2021	2020
	(in thousands)	
Net cash used in operating activities	$ (3,526)	$ (15,845)
Net cash (used in) provided by investing activities	(352)	17,298
Net cash provided by financing activities	1,911	1,991
Net (decrease) increase in cash, cash equivalents and restricted cash	$ (1,967)	$ 3,444

Operating Activities

During the six months ended June 30, 2021, net cash used in operating activities was $3.5 million, primarily related to our net loss adjusted for non-cash charges and changes in the components of working capital. The $12.3 million decrease in net cash used in operating activities during the six months ended June 30, 2021, as compared to the six months ended June 30, 2020, was primarily driven by a $12.7 million increase in deferred revenue related to the upfront consideration received under the CANbridge and Daiichi agreements.

Investing Activities

During the six months ended June 30, 2021, net cash used in investing activities was $0.4 million related to the purchases of property and equipment. During the six months ended June 30, 2020, net cash provided by investing activities was $17.3 million primarily related to the proceeds from our short-term investments that matured during the period which were not reinvested and instead held as cash and cash equivalents.

Financing Activities

During the six months ended June 30, 2021, net cash provided by financing activities was $1.9 million, primarily related to net proceeds from sales of our common stock under an Open Market Sale Agreement with Jefferies LLC as the sales agent, or the Open Market Sale Agreement, $2.1 million, partially offset by the repayment of principal on our term loans of $0.3 million. During the six months ended June 30, 2020, net cash provided by financing activities was $2.0 million, primarily related to sales of common stock under the Jefferies LLC agreement of $1.9 million.

Funding Requirements

We expect to continue to incur a significant amount of expenses in connection with our ongoing activities for the foreseeable future. In particular, we will incur significant expenses related to the preclinical activities and clinical trials of our product candidates and any future product candidates.

We expect that our expenses will increase substantially if and as we:

- continue our research and preclinical development of any product candidates from our current or future research programs;
- continue to conduct our clinical program for LB-001 and initiate and conduct clinical trials for any other product candidates we identify and develop;
- seek to identify, assess, acquire and/or develop additional research programs and additional product candidates;
- seek marketing approvals for any product candidate that successfully completes clinical trials;
- develop, optimize, scale and validate a manufacturing process and analytical methods for any product candidates we may develop;
- establish and build out internal process and analytical development capabilities and preclinical and clinical grade production;
- obtain market acceptance of any product candidates we may develop as viable treatment options;
- address competing technological and market developments;
- maintain, expand and protect our intellectual property portfolio and provide reimbursement of third-party expenses related to our patent portfolio;
- further develop our GeneRide and sAAVy platforms;
- hire additional technical, quality, regulatory, clinical, scientific and commercial personnel and add operational, financial and management information systems and personnel, including personnel to support our process and product development, manufacturing and planned future commercialization efforts;
- make royalty, milestone or other payments under current and any future license agreements;
- establish and maintain supply chain and manufacturing relationships with third parties that can provide adequate products and services, in both amount, timing and quality, to support clinical development and the market demand for any product candidate for which we obtain regulatory approval;
- lease and build new facilities, including offices and labs, to support organizational growth;
- validate and build-out a commercial-scale current Good Manufacturing Practices, or cGMP, manufacturing facility; and

- establish a sales, marketing and distribution infrastructure to commercialize any product candidates for which we may obtain marketing approval.

We are unable to estimate the timing and amounts of increased capital outlays and operating expenses associated with completing the research and development of our product candidates because of the numerous risks and uncertainties associated with the development of our lead product candidate, LB-001, and any other product candidates and programs we may develop and because the extent to which we may enter into collaborations with third parties for development of LB-001 and any other product candidates we may develop is unknown. Our future funding requirements, both near and long-term, will depend on many factors, including:

- the initiation, scope, progress, timing, costs and results of drug discovery, preclinical development, laboratory testing, and clinical trials for our product candidates, including the ongoing development program for LB-001, which includes our SUNRISE Phase 1/2 clinical trial of LB-001 in MMA, and process development and manufacturing activities for LB-001;
- the outcome, timing and cost of following the advice of and complying with regulatory requirements and decisions made by the FDA, EMA and other regulatory authorities, including resolving any potential clinical holds that may be imposed on us;
- the impact of the COVID-19 pandemic on our ability to progress with our research, development, manufacturing and regulatory efforts, including our ability to advance and complete our SUNRISE Phase 1/2 clinical trial of LB-001;
- the cost of filing, prosecuting, defending and enforcing our patent claims and other intellectual property rights;
- the cost of defending potential intellectual property disputes, including patent infringement actions;
- the achievement of milestones or occurrence of other developments that trigger payments under any of our current agreements or other agreements we may enter into;
- the extent to which we are obligated to reimburse, or entitled to reimbursement of, clinical trial and other research and development costs under future collaboration agreements, if any;
- the effect of competing technological and market developments;
- the cost and timing of completion of clinical or commercial-scale manufacturing activities;
- the extent to which we engage in transactions, including collaboration, merger, acquisition and licensing transactions;
- our ability to establish and maintain collaborations on favorable terms, if at all;
- the cost of establishing sales, marketing and distribution capabilities for LB-001 and any other product candidates in regions where we choose to commercialize our product candidates, if approved;
- the initiation, progress, timing and results of our commercialization of LB-001 and any other product candidates, if approved, for commercial sale;
- our ability to repay outstanding debt; and
- our ability to attract, hire and retain qualified personnel.

A change in the outcome of any of the above variables that are applicable to the development of a product candidate could mean a significant change in the costs and timing associated with the research and development of that product candidate. For example, if the FDA or another regulatory authority were to require us to conduct clinical trials beyond those that we anticipate will be required for the completion of clinical development of a product candidate, or if we experience significant trial delays due to patient enrollment or other reasons, we would be required to expend significant additional financial resources and time on the completion of clinical development. Any significant delays in our programs may also require us to reevaluate our corporate strategy, resulting in the expenditure of significant resources and time. We may never succeed in obtaining regulatory approval for our product candidates or any future product candidates.

Until such time, if ever, that we can generate product revenue sufficient to achieve profitability, we expect to finance our future cash needs through equity or debt financings, payments from our collaborators, strategic transactions, or a combination of those approaches. The terms of financing may adversely affect the holdings or the rights of our stockholders. If we are unable to obtain funding, we may be required to delay, limit, reduce or terminate some or all of our research and product development, product portfolio expansion or future commercialization efforts.

At-the-Market Sales of Common Stock

In November 2019, we entered into the Open Market Sale Agreement. Under the terms of the Open Market Sale Agreement and the related prospectus supplement we filed with the SEC in November 2019, we may sell shares of our common stock at the then current market prices, from time to time, having an aggregate value of up to $50.0 million through Jefferies LLC. We pay up to a 3% cash commission to Jefferies LLC on the proceeds from sales under the program. During the six months ended June 30, 2021, we issued 260,242 shares of our common stock at a weighted-average price of $8.46 per share, resulting in net proceeds to us of $2.1 million. During the six months ended June 30, 2020, we issued 269,540 shares of our common stock at a weighted-average price of $7.20, resulting in net proceeds to us of $1.9 million. At June 30, 2021, we had $44.3 million in aggregate gross offering amount available under the Open Market Sale Agreement and the related prospectus supplement.

Contractual Obligations and Commitments

We are a smaller reporting company, as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended, for this reporting period and are not required to provide additional information on our contractual obligations and commitments pursuant to Item 303 of Regulation S-K.

Policies and Significant Judgments and Estimates

Our condensed consolidated financial statements are prepared in accordance with generally accepted accounting principles in the United States. The preparation of our condensed consolidated financial statements and related disclosures requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, costs and expenses, and the disclosure of contingent assets and liabilities in our condensed consolidated financial statements. We base our estimates on historical experience, known trends and events and various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. We evaluate our estimates and assumptions on an ongoing basis. Our actual results may differ from these estimates under different assumptions or conditions.

There have been no significant changes to our critical accounting policies from those described in “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” included in our 2020 10-K.

Emerging Growth Company Status

The Jumpstart Our Business Startups Act of 2012 permits an “emerging growth company” such as us to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies until those standards would otherwise apply to private companies. We have irrevocably elected to “opt out” of this provision and, as a result, we will comply with new or revised accounting standards when they are required to be adopted by public companies that are not emerging growth companies.

Off-Balance Sheet Arrangements

We have not entered into any off-balance sheet arrangements and do not have any holdings in variable interest entities.

Recently Issued Accounting Pronouncements

Refer to Note 2 in the accompanying notes to our unaudited condensed consolidated financial statements appearing elsewhere in this Quarterly Report on Form 10-Q for a discussion of recent accounting pronouncements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We are a smaller reporting company, as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended, for this reporting period and are not required to provide the information required under this item.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial officer), evaluated the effectiveness of our disclosure controls and procedures as of June 30, 2021. The term

"disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, or the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act are recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of June 30, 2021, our Chief Executive Officer and our Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting during the quarter ended June 30, 2021 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

On March 18, 2020, a purported shareholder class action, *John R. Afinowicz v. LogicBio Therapeutics, Inc.*, *et al.*, No. 2:20-cv-03009, was filed in the United States District Court for the District of New Jersey, naming the Company and certain of its officers as defendants. The lawsuit alleges that the Company made material misrepresentations and/or omissions of material fact relating to the Company's Investigational New Drug submission for LB-001 in the Company's public disclosures, in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended, and Rule 10b-5 promulgated thereunder. The complaint sought certification of a class of purchasers of the Company's common stock during the period from December 3, 2018 through February 10, 2020. The plaintiff sought unspecified monetary damages on behalf of the putative class and an award of costs and expenses, including attorney's fees. On May 13, 2020, the defendants moved to transfer the action from the District of New Jersey to the District of Massachusetts, and on May 18, 2020, shareholder John R. Afinowicz moved for appointment as lead plaintiff. The Court granted Defendants' motion to transfer on June 2, 2020, and the case was transferred to the District of Massachusetts (No. 1:20-cv-11158) on June 18, 2020. On February 18, 2021, the Court entered an order allowing the parties' joint stipulation regarding deadlines associated with a motion to dismiss an amended complaint which is to be filed, subject to the case being trial ready, by March 1, 2022. On April 5, 2021, plaintiff filed a notice of voluntary dismissal against all defendants as to all claims without prejudice, and the Court has marked the case as closed.

Item 1A. Risk Factors.

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2020, which could materially affect our business, financial condition or future results. The risks described in our Annual Report on Form 10-K may not be the only risks facing the Company. Additional risks and uncertainties not currently known to the Company or that the Company currently deems to be immaterial also may materially adversely affect the Company's business, financial condition and/or operating results.

Item 6. Exhibits.

EXHIBIT 3.1	—	Fourth Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K, File No. 001-38707, filed on October 29, 2018).
EXHIBIT 3.2	—	Amended and Restated Bylaws (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K, File No. 001-38707, filed on October 29, 2018).
EXHIBIT 10.1*+	—	Exclusive Research Collaboration, License and Option Agreement, dated April 26, 2021, between the Company and CANbridge Care Pharma Hong Kong Limited.
EXHIBIT 10.2*†	—	Form of Executive Employment Agreement applicable to executive officers.
EXHIBIT 10.3*†	—	Kyle Chiang Promotion Letter, dated November 6, 2020.
EXHIBIT 10.4*†	—	Consultancy Agreement, by and between the Company and Kyle Chiang, effective June 1, 2021.
EXHIBIT 10.5*†	—	Consultancy Agreement, by and between the Company and Bryan Yoon, dated November 6, 2020.
EXHIBIT 10.6*†	—	Form of At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement applicable to Frederic Chereau and Kyle Chiang.
EXHIBIT 10.7*†	—	Form of Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement applicable to executive officers other than Frederic Chereau and Kyle Chiang.
EXHIBIT 10.8*†	—	Form of Restricted Stock Unit Agreement applicable to executive officers.
EXHIBIT 31.1*	—	Rule 13a—14(a) / 15d—14(a) Certifications — Chief Executive Officer.
EXHIBIT 31.2*	—	Rule 13a—14(a) / 15d—14(a) Certifications — Chief Financial Officer.
EXHIBIT 32.1**	—	Section 1350 Certifications.
EXHIBIT 101.INS*	—	Inline XBRL Instance Document. The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
EXHIBIT 101.SCH*	—	Inline XBRL Taxonomy Extension Schema Document.
EXHIBIT 101.CAL*	—	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
EXHIBIT 101.DEF*	—	Inline XBRL Taxonomy Extension Definition Linkbase Document.
EXHIBIT 101.LAB*	—	Inline XBRL Taxonomy Extension Label Linkbase Document.
EXHIBIT 101.PRE*	—	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
EXHIBIT 104*	—	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith.

** Furnished herewith.

\+ Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

† Indicates a management contract or compensatory plan.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

LogicBio Therapeutics, Inc.

Dated: August 9, 2021

By: /s/ Frederic Chereau
Frederic Chereau
President and Chief Executive Officer

Dated: August 9, 2021

By: /s/ Cecilia Jones
Cecilia Jones
Chief Financial Officer

Exhibit 10.1

Certain identified information has been excluded from the exhibit because it is both (i) not material and (ii) is the type of information that the registrant treats as private or confidential. Double asterisks denote omissions.

Execution Version

EXCLUSIVE RESEARCH COLLABORATION, LICENSE AND OPTION AGREEMENT

BETWEEN

LOGICBIO THERAPEUTICS, INC.

AND

CANBRIDGE CARE PHARMA HONG KONG LIMITED

Dated April 26, 2021

Schedules and Exhibits

EXCLUSIVE RESEARCH COLLABORATION, LICENSE AND OPTION AGREEMENT

This Exclusive Research Collaboration, License and Option Agreement (this "**Agreement**") is entered into as of April 26, 2021 (the "**Effective Date**") by and between CANbridge Care Pharma Hong Kong Limited, a Hong Kong limited liability company, having its registered address at FLAT/RM A 12/F, ZJ300, 300 Lockhart Road, Wan Chai, Hong Kong ("**CANbridge**") and LogicBio Therapeutics, Inc., a Delaware corporation having its principal place of business at 65 Hayden Ave., Floor 2, Lexington, MA 02421, United States ("**LogicBio**"). CANbridge and LogicBio are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, CANbridge is a biopharmaceutical company that is developing and delivering life-changing therapeutics;

WHEREAS, LogicBio is a gene therapy company that is developing novel genetic medicines based on its proprietary technology;

WHEREAS, the Parties wish to jointly Develop Products Directed to the Targets, in accordance with the terms set forth in this Agreement;

WHEREAS, LogicBio desires to grant to CANbridge, and CANbridge desires to receive from LogicBio, an exclusive, worldwide license under the LogicBio Technology to exploit the Products in the CANbridge Field in the Territory, in accordance with the terms set forth in this Agreement; and

WHEREAS, LogicBio desires to grant to CANbridge, and CANbridge desires to receive from LogicBio, an exclusive option to obtain an exclusive license to develop and commercialize LB-001 in Greater China, in accordance with the terms set forth in this Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 "**Accounting Standards**" means United States generally accepted accounting principles or International Financial Reporting Standards, as applicable, which principles or standards are currently used at the relevant time and consistently applied by the applicable Party.

1.2 "**Acquirer**" has the meaning given in Section 2.6.2 (Effect of Change of Control on Exclusivity).

1.3 "**Acquisition Transaction**" has the meaning set forth in Section 2.6.3 (Acquisition of Competing Product).

1.4 "**Additional Target Option**" has the meaning set forth in Section 2.7 (Additional Target Option).

1.5 "**Additional Target Option Fee**" has the meaning set forth in Section 8.2 (Additional Target Option Fee).

1.6 "**Adverse Event**" means any untoward medical occurrence in a human clinical study subject or in a patient who is administered a product, whether or not considered related to such product,

including any undesirable sign (including abnormal laboratory findings of clinical concern), symptom, or disease associated with the use of a product.

1.7 "**Affiliate**" means any Person directly or indirectly controlled by, controlling, or under common control with, a Party, but only for so long as such control continues. For purposes of this definition, "control" (including, with correlative meanings, "controlled by," "controlling," and "under common control with") will be presumed to exist with respect to a Person in the event of the possession, direct or indirect, of (a) the power to direct or cause the direction of the management and policies of such Person (whether through ownership of securities, by contract, including without limitation, variable interest entity contractual arrangements or otherwise), or (b) more than 50% of the voting securities or other comparable equity interests. The Parties acknowledge that in the case of certain entities organized under the laws of certain countries outside of the United States, the maximum percentage ownership permitted by law for a foreign investor may be less than 50%, and that in such case, such lower percentage will be substituted in the preceding sentence, *provided* that such foreign investor has the power to direct or cause the direction of the management and policies of such Person. Neither of the Parties will be deemed to be an "Affiliate" of the other solely as a result of their entering into this Agreement.

1.8 "**Agreement Payments**" has the meaning set forth in Section 8.11 (Income Tax Withholding).

1.9 "**Alliance Manager**" has the meaning set forth in Section 4.1.1 (Alliance Managers).

1.10 "**Allowable Overrun**" has the meaning set forth in Section 8.4.4 (Allowable Overrun).

1.11 "**Applicable Law**" means applicable laws, statutes, rules, regulations, and other pronouncements having the effect of law of any Governmental Authority that may be in effect from time to time, including disclosure obligations required by any securities exchange or securities commission having authority over a Party and any applicable rules, regulations, guidances, or other requirements of any Regulatory Authority that may be in effect from time to time.

1.12 "**Applicant**" has the meaning set forth in Section 11.9.2 (Access to Confidential Information).

1.13 "**Applicant Response**" has the meaning set forth in Section 11.9.3(b) (Disclosure of Applicant's Response).

1.14 "**Assigned Regulatory Submissions**" has the meaning set forth in Section 5.1.5(a) (Transfer of Other Assigned Regulatory Submissions).

1.15 "**Bankruptcy Filing**" has the meaning set forth in Section 13.3 (Termination for Insolvency).

1.16 "**Bayh-Dole Act**" means the Patent and Trademark Law Amendments Act of 1980, as amended, codified at 35 U.S.C. §§ 200-212, as well as any regulations promulgated pursuant thereto, including 37 C.F.R. Part 401, and any successor statutes or regulations.

1.17 "**Biosimilar Application**" has the meaning set forth in Section 11.9.1 (Response to Biosimilar Applicants; Notice).

1.18 "**Biosimilar Product**" means, with respect to a Product or LB-001, as applicable, in a country, any gene therapy product or genetic medicine product, as applicable, that is a generic, biosimilar, or interchangeable product with respect to such product sold by a Third Party [**] and that (a) is subject to a license for administration to humans under Section 351(a) or 351(k) of the PHSA and

(i) contains an active ingredient that is the same as the active ingredient of such product or (ii) is "biosimilar" (as defined in Section 351(i)(2) of the PHSA) or "interchangeable" (as defined in Section 351(i)(3) of the PHSA) to such product (or otherwise bioequivalent, biosimilar, interchangeable, or the like, in each case, to such product under analogous laws for gene therapy products or genetic medicine products), (b) has been licensed as a similar biological medicinal product by EMA pursuant to Directive 2001/83/EC, as may be amended, or any subsequent or superseding law, statute or regulation, or (c) has otherwise received Regulatory Approval as a generic, biosimilar, bioequivalent, or interchangeable product from another applicable Regulatory Authority in such country, including by referencing Regulatory Approvals (or data therein) of such product, or, in each case, (a), (b), or (c), an analogous law, statute, or regulation for gene therapy products or genetic medicine products.

1.19 "**BPCIA**" has the meaning set forth in Section 11.9.1 (Response to Biosimilar Applicants; Notice).

1.20 "**Breaching Party**" has the meaning set forth in Section 13.2.1 (Material Breach and Cure Period).

1.21 "**Business Day**" means any day other than a Saturday, Sunday, or bank or other public holiday in Boston, Massachusetts, the People's Republic of China or Hong Kong.

1.22 "**Calendar Quarter**" means the respective periods of three consecutive calendar months ending on March 31st, June 30th, September 30th, or December 31st in any Calendar Year; *provided, however*, that the first Calendar Quarter of the Term will extend from the Effective Date to the end of the first complete Calendar Quarter thereafter and the last Calendar Quarter of the Term will end on the effective date of termination or expiration of the Agreement.

1.23 "**Calendar Year**" means any calendar year beginning on January 1st and ending on December 31st, *provided, however*, that the first Calendar Year of the Term will begin on the Effective Date and end on December 31 and the last Calendar Year of the Term will end on the effective date of termination or expiration of the Agreement.

1.24 "**CANbridge**" has the meaning set forth in the Preamble.

1.25 "**CANbridge Background Improvement Know-How**" means any Know-How that (a) is Created by or on behalf of either Party or its Affiliates in connection with the performance of activities under this Agreement, (b) constitutes an improvement to CANbridge Background Technology disclosed to LogicBio or its Affiliates in performance of this Agreement and (c) is not LogicBio Background Improvement Technology, in each case to the extent such Know-How relates specifically to a Target or a Product (including any gene therapy construct encapsulated in the Product).

1.26 "**CANbridge Background Improvement Patent Right**" means any Patent Right that claims CANbridge Background Improvement Know-How.

1.27 "**CANbridge Background Improvement Technology**" means collectively, (a) the CANbridge Background Improvement Know-How and (b) CANbridge Background Improvement Patent Rights.

1.28 "**CANbridge Background Know-How**" means all Know-How, other than Joint Collaboration Know-How and CANbridge Collaboration Know-How, that CANbridge or any of its Affiliates Controls as of the Effective Date or that comes into the Control of CANbridge or any of its Affiliates during the Term and that is disclosed to LogicBio or its Affiliate under this Agreement..

1.29 "**CANbridge Background Patent Right**" means any Patent Right, other than any Joint Collaboration Patent Right or CANbridge Collaboration Patent Right, that CANbridge or any of its Affiliates Controls as of the Effective Date or that comes into the Control of CANbridge or any of its Affiliates during the Term and that is disclosed to LogicBio or its Affiliate under this Agreement.

1.30 "**CANbridge Background Technology**" means (a) the CANbridge Background Know-How and (b) CANbridge Background Patent Rights.

1.31 "**CANbridge Co-Co Know-How**" means any Know-How that (a) CANbridge or any of its Affiliates Control as of the Effective Date or that comes into the Control of CANbridge or any of its Affiliates during the Term and (b) is necessary or useful to Exploit the Products that are the subject of the Co-Development and Co-Commercialization Agreement in the CANbridge Field in accordance with the Co-Development and Co-Commercialization Agreement.

1.32 "**CANbridge Co-Co Patent Right**" means any Patent Right that (a) CANbridge or any of its Affiliates Control as of the Effective Date or that comes into the Control of CANbridge or any of its Affiliates during the Term and (b) claims any CANbridge Co-Co Know-How or is otherwise necessary or useful to Exploit the Products that are the subject of the Co-Development and Co-Commercialization Agreement in the CANbridge Field in accordance with the Co-Development and Co-Commercialization Agreement.

1.33 "**CANbridge Collaboration Know-How**" has the meaning set forth in Section 11.1.2(a) (CANbridge Collaboration Technology).

1.34 "**CANbridge Collaboration Patent Rights**" has the meaning set forth in Section 11.1.2(a) (CANbridge Collaboration Technology).

1.35 "**CANbridge Collaboration Technology**" means (a) the CANbridge Collaboration Know-How and (b) CANbridge Collaboration Patent Rights.

1.36 "**CANbridge Field**" means the treatment, diagnosis or prevention of any and all indications in humans.

1.37 "**CANbridge House Marks**" means CANbridge's and its Affiliates' trade names, corporate names and corporate logos.

1.38 "**CANbridge Indemnitee**" has the meaning set forth in Section 12.1 (Indemnification by LogicBio).

1.39 "**CANbridge Licensed Know-How**" means all Know-How that (a) is Controlled by CANbridge or any of its Affiliates as of the Effective Date or during the Term, (b) is not generally known, and (c) is [**] to perform LogicBio's obligations under this Agreement.

1.40 "**CANbridge Licensed Patent Right**" means any Patent Right that (a) is Controlled by CANbridge or any of its Affiliates as of the Effective Date or during the Term and (b) claims CANbridge Licensed Know-How or is otherwise [**] to perform LogicBio's obligations under this Agreement.

1.41 "**CANbridge Licensed Technology**" means collectively, (a) the CANbridge Licensed Know-How and (b) CANbridge Licensed Patent Rights.

1.42 **"CANbridge Product Technology"** means all Patent Rights and Know-How that (a) are Controlled by CANbridge or its Affiliates on the date of termination of this Agreement and (b) are necessary or otherwise actually used by CANbridge or its Affiliates prior to the date of termination to (i) Exploit any Product in the Territory in the CANbridge Field or (ii) if CANbridge exercises the LB-001 Option prior to the LB-001 Option Deadline, Exploit LB-001 in Greater China in the CANbridge Field.

1.43 "**CANbridge Response**" has the meaning set forth in Section 11.9.3(c) (Preparation of CANbridge Response).

1.44 "**CANbridge Share**" has the meaning set forth in Section 2.3.4 (New In-License Agreement Upfront / Milestones).

1.45 "**Change of Control**" means, with respect to a Party, that: (a) any Third Party acquires directly or indirectly the beneficial ownership of any voting security of such Party, or if the percentage ownership of such Third Party in the voting securities of such Party is increased through stock redemption, cancellation, or other recapitalization, and immediately after such acquisition or increase such Third Party is, directly or indirectly, the beneficial owner of voting securities representing more than 50% of the total voting power of all of the then-outstanding voting securities of such Party; (b) a merger, consolidation, recapitalization, or reorganization of such Party is consummated, other than any such transaction that would result in shareholders or equity holders of such Party immediately prior to such transaction owning more than 50% of the outstanding voting securities of the surviving entity (or its parent entity) immediately following such transaction; (c) the shareholders or equity holders of such Party approve a plan of complete liquidation of such Party, or an agreement for the sale or disposition by such Party of all or substantially all of such Party's assets, other than pursuant to the transaction described above or to an Affiliate; or (d) the sale or transfer to a Third Party of all or substantially all of such Party's consolidated assets taken as a whole. Notwithstanding the foregoing, any transaction or series of transactions effected for the purpose of financing the operations of the applicable Party or one or more of its applicable Affiliates (such as a public offering of equity securities to investors) will not be deemed a "Change of Control" for purposes of this Agreement.

1.46 "**Claim**" has the meaning set forth in Section 12.1 (Indemnification by LogicBio).

1.47 "**Clinical Trial**" means any clinical trial in humans that is designed to generate data in support or maintenance of an IND or MAA, or other similar marketing application, including any Phase I Clinical Trial, Phase I/II Clinical Trial, Phase II Clinical Trial, Phase III Clinical Trial, Pivotal Clinical Trial, or any post-approval clinical trial in humans.

1.48 "**CMO**" means a Third Party contract manufacturing organization.

1.49 "**CMRI**" means Children's Medical Research Institute, an Australian corporation.

1.50 "**CMRI Agreement**" means the License Agreement by and between LogicBio Australia and CMRI, dated as of [**], as the same may be amended from time to time in accordance with this Agreement.

1.51 "**Co-Development and Co-Commercialization Agreement**" has the meaning set forth in Section 2.9.2 (Option Exercise).

1.52 "**Co-Development and Co-Commercialization Option**" has the meaning set forth in Section 2.9.2 (Option Exercise).

1.53 "**Co-Owner**" has the meaning set forth in the CMRI Agreement.

1.54 "**Combination Product**" means a product (a) that is sold in the form of a combination that contains or comprises a Product or LB-001 together with one or more other therapeutically active pharmaceutical agents (whether coformulated or copackaged or otherwise sold for a single price), (b) that contains or comprises a Product or LB-001 and is sold for a single invoice price together with any (i) companion diagnostic related to a Product or LB-001, as applicable, or (ii) product, process, service, or therapy other than a Product or LB-001, as applicable (such additional therapeutically active pharmaceutical agent, companion diagnostic, or product, process, service or therapy and each of (a) and (b)(i) or (b)(ii), an "**Other Component**"), or (c) that contains or comprises a Product or LB-001 and is defined as a "combination product" by the FDA pursuant to 21 C.F.R. §3.2(e) or its foreign equivalent.

1.55 "**Commercialization**" means any and all activities directed to the marketing, promotion, distribution, offering for sale, sale, having sold, importing, having imported, exporting, having exported, or other commercialization of a pharmaceutical or biologic product, but excluding activities directed to Manufacturing, Development, or Medical Affairs. "**Commercialize**," "**Commercializing**," and "**Commercialized**" will be construed accordingly.

1.56 "**Commercialization Plan**" has the meaning set forth in Section 6.1.3(e) (Commercialization Plan: Commercialization Reports)

1.57 "**Commercially Reasonable Efforts**" means, with respect to the efforts to be expended, or considerations to be undertaken, by a Party or its Affiliate with respect to any objective or activity to be undertaken hereunder, [**].

1.58 "**Competing Infringement**" has the meaning set forth in Section 11.5.1 (Patent Enforcement; Notice).

1.59 "**Competing Product**" means any [**] other than a Product, that is [**] or [**].

1.60 "**Confidential Information**" means, with respect to a Party subject to Section 10.1.2 (Confidential Information), all Know-How or other information, including proprietary information and materials (whether or not patentable) regarding or embodying such Party's technology, products, business information, or objectives, that is communicated by or on behalf of such Party (the "**Disclosing Party**" with respect to such information) to the other Party (the "**Receiving Party**" with respect to such information) or its permitted recipients, including information disclosed by such Party prior to the Effective Date pursuant to the Confidentiality Agreement, *provided* that LogicBio Background Improvement Know-How will be the Confidential Information of LogicBio regardless of which Party first disclosed any such LogicBio Background Improvement Know-How to the other Party.

1.61 "**Confidentiality Agreement**" means that certain Confidentiality Agreement, dated as of [**], by and between CANbridge Pharmaceuticals Inc. and LogicBio Therapeutics Inc.

1.62 "**Control**" or "**Controlled**" means, with respect to a Party, the possession by a Party or its Affiliates (whether by ownership, license, or otherwise, other than pursuant to this Agreement) of, (a) with respect to any tangible Know-How or Materials, the legal authority or right to physical possession of such tangible Know-How or Materials, with the right to provide such tangible Know-How or Materials to the other Party on the terms set forth herein, (b) with respect to Patent Rights, intangible Know-How, or other intellectual property, the legal authority or right to grant a license,

sublicense, access, or right to use (as applicable) to the other Party under such Patent Rights, intangible Know-How, or other intellectual property on the terms set forth herein, or (c) with respect to a product or component thereof, the legal authority or right to grant a license, sublicense, access, or right to use (as applicable) to the other Party under Patent Rights that Cover or proprietary Know-How that is incorporated in or embodies such product or component on the terms set forth herein, in each case ((a), (b), and (c)), without breaching or otherwise violating the terms of any arrangement or agreement with a Third Party in existence as of the time such Party or its Affiliates would first be required hereunder to grant the other Party such access, right to use, license, or sublicense; *provided* that, [**]. Notwithstanding anything in this Agreement to the contrary, a Party and its Affiliates will be deemed to not Control any of the foregoing (a)-(c) that are owned or controlled by a Third Party described in the definition of "Change of Control," or such Third Party's Affiliates (other than an Affiliate of such Party prior to the Change of Control) (each, an "**Independent Affiliate**"), (a) prior to the closing of such Change of Control, except to the extent that any such Patent Rights or Know-How were developed by such Third Party prior to such Change of Control using or incorporating such Party's or its pre-existing Affiliate's Know-How or Patent Rights, or (b) after such Change of Control to the extent that such Patent Rights or Know-How are developed or conceived by such Third Party or its Affiliates (other than such Party) after such Change of Control without using or incorporating such Party's or its pre-existing Affiliate's Know-How or Patent Rights and are not developed or conceived by personnel who were employees or consultants of such Party or its pre-existing Affiliates.

1.63 "**Cost Report**" has the meaning set forth in Section 8.6.3 (Quarterly True-Up).

1.64 "**Cover**," "**Covering**" or "**Covered**" means, with respect to a particular subject matter at issue and a relevant Patent Right or individual claim in such Patent Right, as applicable, that the manufacture, use, sale, offer for sale, or importation of such subject matter would infringe such Patent Right or, as to a pending claim included in such Patent Right, the making, using, keeping, selling, offering for sale or importation of such compound or product would infringe such Patent Right if such pending claim were to issue in an issued patent without modification.

1.65 "**Created**" means created, made, developed, invented, generated, conceived, or reduced to practice. "**Create**" and "**Creating**" have their correlative meanings.

1.66 "**Cure Period**" has the meaning set forth in Section 13.2.1 (Material Breach and Cure Period).

1.67 "**Debarred**" means, with respect to an individual or entity, that such individual or entity has been debarred or suspended under 21 U.S.C. §335(a) or (b), the subject of a conviction described in Section 306 of the FD&C Act, excluded from a federal or governmental health care program, debarred from federal contracting, convicted of or pled *nolo contendere* to any felony, or to any federal or state legal violation (including misdemeanors) relating to prescription drug products or fraud, the subject to OFAC sanctions or on the OFAC list of specially designated nationals, or the subject of any similar sanction of any Governmental Authority in the Territory.

1.68 "**Designated CMO**" has the meaning set forth in Section 7.1.1(c)(ii) (Subsequent Manufacturing Technology Transfer).

1.69 "**Development**" means all internal and external research, development, and regulatory activities related to pharmaceutical or biologic products, including (a) research, toxicology testing and studies, non-clinical and preclinical testing, studies, and other activities, and Clinical Trials, and (b) preparation, submission, review, and development of data or information for the purpose of submission to a Regulatory Authority to obtain authorization to conduct Clinical Trials and to

obtain, support, or maintain Regulatory Approval of a pharmaceutical or biologic product and interacting with Regulatory Authorities following receipt of Regulatory Approval in the applicable country or region for such pharmaceutical or biologic product regarding the foregoing, but excluding activities directed to Manufacturing, Medical Affairs, or Commercialization. Development will include development and regulatory activities for additional forms, formulations, or indications for a pharmaceutical or biologic product after receipt of Regulatory Approval of such product (including label expansion), including Clinical Trials initiated following receipt of Regulatory Approval or any Clinical Trial to be conducted after receipt of Regulatory Approval that was mandated by the applicable Regulatory Authority as a condition of such Regulatory Approval with respect to an approved formulation or indication (such as post-marketing studies, observational studies, in each case, if required by any Regulatory Authority in any region in the Territory to support or maintain Regulatory Approval for a pharmaceutical or biologic product in such region). "**Develop**," "**Developing**," and "**Developed**" will be construed accordingly.

1.70 "**Development Milestone Event**" has the meaning set forth in Section 8.5.1 (Development Milestones).

1.71 "**Development Milestone Payment**" has the meaning set forth in Section 8.5.1 (Development Milestones).

1.72 "**Development Plan**" has the meaning set forth in Section 6.1.3(b) (Development Plan).

1.73 "**Directed to**" means, with respect to a given gene therapy product and a given Target, that such gene therapy product contains a nucleic acid sequence that encodes such Target, a homolog or ortholog of such Target, or a functional portion of such Target, homolog or ortholog.

1.74 "**Disclosing Party**" has the meaning set forth in Section 1.60 (Confidential Information).

1.75 "**Dispute**" has the meaning set forth in Section 14.1 ([**] Dispute Resolution Mechanism).

1.76 "**Divest**" means, with respect to a Competing Product, the sale, exclusive license or other transfer by the applicable Party and its Affiliates of all of their development and commercialization rights with respect to such Competing Product to a Third Party without the retention or reservation of any development or commercialization obligation, interest or participation rights (other than solely an economic interest or the right to enforce customary terms contained in the relevant agreements effectuating such transaction).

1.77 "**Dollar**" means the U.S. dollar, and "$" will be interpreted accordingly.

1.78 "**Effective Date**" has the meaning set forth in the preamble.

1.79 "**EMA**" means the European Medicines Agency or any successor agency or authority having substantially the same function.

1.80 "**Executive Officers**" has the meaning set forth in Section 4.2.7(b) (Decisions of the JSC).

1.81 "**Existing In-License Agreement**" means any agreement set forth in Schedule 1.81 (Existing In-License Agreements), as updated from time to time.

1.82 "**Exploit**" means to make, have made, import, export, distribute, use, have used, keep, sell, have sold, or offer for sale, including to research, Develop, Manufacture, have Manufactured, perform

or have performed Medical Affairs, Commercialize, register, modify, enhance, improve, or otherwise exploit. "**Exploitation**" and "**Exploiting**" will be construed accordingly.

1.83 "**FD&C Act**" means the Federal Food, Drug and Cosmetic Act, as the same may be amended or supplemented from time to time.

1.84 "**FDA**" means the U.S. Food and Drug Administration, or any successor agency thereto.

1.85 "**First Commercial Sale**" means, on a country-by-country and product-by-product basis, the first sale of a given Product or LB-001 under this Agreement by CANbridge, its Affiliates, or its Sublicensees to an end user or prescriber for use, consumption, or resale of such product in a country in the Territory (or, with respect to LB-001, in Greater China) in the CANbridge Field where Regulatory Approval and (in the case of countries outside the U.S.) any necessary Pricing and Reimbursement Approval of the product has been obtained and where the sale results in a recordable Net Sale. "First Commercial Sale" will not include: [**].

1.86 "**Force Majeure**" means any event beyond the reasonable control of the affected Party, including embargoes; war or acts of war, including terrorism, insurrections, riots, or civil unrest; strikes, lockouts, or other labor disturbances; pandemics, epidemics, fire, floods, earthquakes, or other acts of nature; or acts, omissions, or delays in acting by any Governmental Authority (including the refusal of the competent Governmental Authorities to issue required Regulatory Approvals due to reasons other than the affected Party's negligence or willful misconduct or any other cause within the reasonable control of the affected Party); and failure of plant or machinery (*provided*, in each case, that such event or failure could not have been prevented by the exercise of skill, diligence, and prudence that would be reasonably and ordinarily expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances). The Parties agree that the effects of the COVID-19 pandemic that is ongoing as of the Effective Date (including related government orders) may be invoked as a Force Majeure for the purposes of this Agreement even though the pandemic is ongoing as of the Effective Date and those effects may be reasonably foreseeable (but are not known for certain) as of the Effective Date.

1.87 "**FTE**" means a qualified full time person, or more than one person working the equivalent of a full-time person, where "full time" is based upon a total of [**] hours per Calendar Year of work carried out by one or more duly qualified employees of a Party or its Affiliates.

1.88 "**FTE Costs**" means, for any period, the [**] in such period. FTEs will be pro-rated on a daily basis if necessary.

1.89 "**FTE Rate**" means [**] per annum, subject, in each case, to [**].

1.90 "**Global Commercialization Plan for LB-001**" has the meaning provided in Section 6.2.3 (Global Development and Commercialization of LB-001).

1.91 "**Global Development Plan for LB-001**" has the meaning provided in Section 6.2.3 (Global Development and Commercialization of LB-001).

1.92 "**Good Laboratory Practices**," "**GLP**," or "**cGLP**" means the then-current standards, practices and procedures promulgated or endorsed by the FDA as set forth in 21 C.F.R. Part 58 (or any successor statute or regulation), including related regulatory requirements imposed by the FDA and comparable regulatory standards, practices and procedures promulgated by the EMA, PMDA, or

other Regulatory Authority applicable to the Territory, as they may be updated from time to time, including applicable guidelines promulgated under the ICH.

1.93 "**Good Manufacturing Practices**," "**GMP**," or "**cGMP**" means the then-current and phase appropriate good manufacturing practices required by the FDA, as set forth in the FD&C Act, as amended, and the regulations promulgated thereunder, for the Manufacture and testing of pharmaceutical materials, and comparable Applicable Law related to the manufacture and testing of pharmaceutical materials in jurisdictions outside the United States. "Good Manufacturing Practices," "GMP," or "cGMP" also means the quality guidelines promulgated by the International Conference on Harmonization (ICH), including the ICH Q7A, titled "Q7A Good Manufacturing Practice Guidance for Active Pharmaceutical Ingredients" and the policies promulgated thereunder, in each case, as they may be updated from time to time.

1.94 "**Governmental Authority**" means any court, tribunal, arbitrator, agency, commission, department, ministry, official, authority, or other instrumentality of any nation, state, county, city, or other political subdivision thereof or of any multinational governmental body.

1.95 "**Greater China**" means People's Republic of China, Hong Kong, Macau and Taiwan.

1.96 "**IDL**" has the meaning set forth in Section 5.2.1 (Responsibility).

1.97 "**Immediate Patent Infringement Action**" has the meaning set forth in Section 11.9.3(d) (Negotiation; LogicBio Rights).

1.98 "**In-License Agreements**" means, collectively, the Existing In-License Agreements and the New In-License Agreements.

1.99 "**IND**" means (a) an Investigational New Drug application as defined in the FD&C Act, as amended, and applicable regulations promulgated thereunder by the FDA, (b) a Clinical Trial authorization application for a product filed with a Regulatory Authority in any other regulatory jurisdiction outside the U.S., the filing of which (in the case of (a) or (b)) is necessary to commence or conduct clinical testing of a pharmaceutical or biologic product in humans in such jurisdiction, or (c) documentation issued by a Regulatory Authority that permits the conduct of clinical testing of a pharmaceutical or biologic product in humans in such jurisdiction.

1.100 "**IND Effective Date**" means, with respect to a Product, the earlier of (a) the date that is [**] following the filing of the first IND for such Product in the U.S. in the CANbridge Field, if the filing Party or its Affiliates has not received any notice of a clinical hold (including any complete or partial clinical hold) or any other administrative delay from the FDA during such [**] period; *provided* that, if the filing party or its Affiliate does receive a notice of such a clinical hold (including any complete or partial clinical hold) or there is such other administrative delay, then the applicable date under this clause (a) for such Product will be the date on which the FDA lifts such clinical hold or such other administrative delay is otherwise resolved and the FDA first allows such Product to be administered to a human pursuant to such IND, or (b) the date on which such Product is first permitted by the applicable Regulatory Authority in a Major European Market to be administered to a human in the CANbridge Field pursuant to an IND in accordance with Applicable Law.

1.101 "**Indemnifying Party**" has the meaning set forth in Section 12.3.1 (Indemnification Procedure; Notice).

1.102 "**Indemnitee**" has the meaning set forth in Section 12.3.1 (Indemnification Procedure; Notice).

1.103 "**Independent Affiliate**" has the meaning set forth in Section 1.62 (Control).

1.104 "**Infringed Patent List**" has the meaning set forth in Section 11.9.3(d) (Negotiation; LogicBio Rights).

1.105 "**Infringement Action**" has the meaning set forth in Section 11.5.2(a) ([**]).

1.106 "**Initial Manufacturing Technology Transfer**" has the meaning set forth in Section 7.1.1(c)(i) (Initial Manufacturing Technology Transfer).

1.107 "**Initial Patent List**" has the meaning set forth in Section 11.9.3(a) (Preparation of Initial Patent List).

1.108 "**Initiating Party**" has the meaning set forth in Section 11.5.2(f) (Infringement Actions for Infringements by Third Parties; Procedures).

1.109 "**Initiation**" means, with respect to any Clinical Trial, [**] in such Clinical Trial.

1.110 "**Intellectual Property**" means all Patent Rights, rights to Inventions, copyrights, design rights, trademarks, trade secrets, Know-How, materials, and all other intellectual property rights (whether registered or unregistered) and all applications and rights to apply for any of the foregoing anywhere in the world.

1.111 **"Internal Revenue Code"** means the United States Internal Revenue Code of 1986, as amended.

1.112 "**Invention**" means any process, method, utility, formulation, composition of matter, article of manufacture, material, creation, discovery or finding, or any improvement thereof, that is conceived, reduced to practice, or otherwise invented, whether patentable or not.

1.113 "**Joint Collaboration Know-How**" has the meaning set forth in Section 11.1.2(c) (Joint Collaboration Technology).

1.114 "**Joint Collaboration Patent Right**" has the meaning set forth in Section 11.1.2(c) (Joint Collaboration Technology).

1.115 "**Joint Collaboration Technology**" means (a) the Joint Collaboration Know-How and (b) Joint Collaboration Patent Rights.

1.116 "**JSC**" has the meaning set forth in Section 4.2.1 (Joint Steering Committee; Formation).

1.117 "**Know-How**" means any (a) proprietary scientific or business information or materials, including records, improvements, modifications, techniques, assays, designs, protocols, formulas, data (including physical data, chemical data, toxicology data, animal data, raw data, clinical data, and analytical and quality control data), dosage regimens, control assays, product specifications, marketing, pricing and distribution costs, Inventions, algorithms, technology, forecasts, profiles, strategies, plans, results in any form whatsoever, know-how, and trade secrets (in each case, whether or not patentable, copyrightable, or otherwise protectable), and (b) any information embodied in chemical or biological materials or physical embodiments of any of the foregoing.

1.118 "**LB-001**" means LogicBio's proprietary clinical-stage genetic medicine product designated as LB-001 on the Effective Date, [**].

1.119 "**LB-001 Competing Infringement**" has the meaning set forth in Section 11.6.1 (Notice).

1.120 "**LB-001 Development Milestone Event**" has the meaning set forth in Section 8.5.2 (Development Milestones for LB-001).

1.121 "**LB-001 Development Milestone Payment**" has the meaning set forth in Section 8.5.2 (Development Milestones for LB-001).

1.122 "**LB-001 Development Plan**" has the meaning set forth in Section 6.2.4(a) (LB-001 Development Plan).

1.123 "**LB-001 Domain Name**" has the meaning set forth in Section 6.2.12(a) (Trademarks and Domain Names).

1.124 "**LB-001 Infringement Action**" has the meaning set forth in Section 11.6.1 (Notice).

1.125 "**LB-001 JSC**" has the meaning set forth in Section 4.4.1 (Formation; General Terms).

1.126 "**LB-001 Option**" has the meaning set forth in Section 2.8.1 (Grant of LB-001 Option).

1.127 "**LB-001 Option Deadline**" means [**].

1.128 "**LB-001 Option Exercise**" has the meaning set forth in Section 2.8.2 (LB-001 Option Exercise).

1.129 "**LB-001 Option Fee**" has the meaning set forth in Section 8.3 (LB-001 Option Fee).

1.130 "**LB-001 Royalty Period**" has the meaning set forth in Section 8.7.2 (LB-001 Royalty Period).

1.131 "**LB-001 Sales Milestone Event**" has the meaning set forth in Section 8.5.4 (Sales Milestones for LB-001).

1.132 "**LB-001 Sales Milestone Payment**" has the meaning set forth in Section 8.5.4 (Sales Milestones for LB-001).

1.133 "**LB-001 Supply Period**" has the meaning set forth in Section 7.2.1 (Manufacturing During LB-001 Supply Period).

1.134 "**LB-001 Supply Price**" means, for LB-001 obtained by LogicBio from a Third Party and supplied to CANbridge, the [**] LogicBio to obtain such quantities of LB-001 [**] and, for LB-001 manufactured by LogicBio and its Affiliates and supplied to CANbridge hereunder, [**] LogicBio and its Affiliates in Manufacturing such quantities of LB-001[**].

1.135 "**LB-001 Trademark**" has the meaning set forth in Section 6.2.12(a) (Trademarks and Domain Names).

1.136 "**Lead Clinical Candidate**" means a research candidate that LogicBio proposes, and CANbridge agrees in writing, is suitable for continued development towards GLP toxicity studies.

1.137 "**Lead Product**" has the meaning set forth in Section 7.1.1(a) (Supply During LogicBio Manufacturing Period).

1.138 "**Lead Regulatory Party**" has the meaning set forth in Section 5.1.1 (Lead Regulatory Party).

1.139 "**LogicBio**" has the meaning set forth in the Preamble.

1.140 "**LogicBio Background Improvement Know-How**" means any Know-How that (a) is Created by or on behalf of either Party or its Affiliates in connection with the performance of activities under this Agreement and (b) constitutes an improvement to LogicBio Background Technology disclosed to CANbridge or its Affiliate in performance of this Agreement, in each case to the extent such Know-How does not relate specifically to a Target or a Product (including any gene therapy construct encapsulated in the Product).

1.141 "**LogicBio Background Improvement Patent Right**" means any Patent Right that claims LogicBio Background Improvement Know-How.

1.142 "**LogicBio Background Improvement Technology**" means collectively, (a) the LogicBio Background Improvement Know-How and (b) LogicBio Background Improvement Patent Rights.

1.143 "**LogicBio Background Know-How**" means all Know-How, other than Joint Collaboration Know-How and LogicBio Collaboration Know-How, that LogicBio or any of its Affiliates Controls as of the Effective Date or that comes into the Control of LogicBio or any of its Affiliates during the Term.

1.144 "**LogicBio Background Patent Right**" means any Patent Right, other than any Joint Collaboration Patent Right or LogicBio Collaboration Patent Right, that LogicBio or any of its Affiliates Controls as of the Effective Date or that comes into the Control of LogicBio or any of its Affiliates during the Term.

1.145 "**LogicBio Background Technology**" means (a) the LogicBio Background Know-How and (b) LogicBio Background Patent Rights.

1.146 "**LogicBio CDMO Process Transfer**" has the meaning set forth in Section 7.1.1(c)(i) (Initial Manufacturing Technology Transfer).

1.147 "**LogicBio Collaboration Know-How**" has the meaning set forth in Section 11.1.2(b) (LogicBio Collaboration Technology).

1.148 "**LogicBio Collaboration Patent Rights**" has the meaning set forth in Section 11.1.2(b) (LogicBio Collaboration Technology).

1.149 "**LogicBio Collaboration Technology**" means (a) the LogicBio Collaboration Know-How and (b) LogicBio Collaboration Patent Rights.

1.150 "**LogicBio House Marks**" means LogicBio's and its Affiliates' trade names, corporate names and corporate logos.

1.151 "**LogicBio Indemnitee**" has the meaning set forth in Section 12.2 (Indemnification by CANbridge).

1.152 "**LogicBio LB-001 Know-How**" means all Know-How that (a) is Controlled by LogicBio or any of its Affiliates as of the Effective Date or during the Term, (b) is not generally known, and (c) is [**] to Exploit LB-001 in the CANbridge Field in Greater China.

1.153 "**LogicBio LB-001 Patent Right**" means any Patent Right that (a) is Controlled by LogicBio or any of its Affiliates as of the Effective Date or during the Term and (b) claims LogicBio LB-001 Know-How or is otherwise [**] to Exploit LB-001 in the CANbridge Field in Greater China. The LogicBio LB-001 Patent Rights as of the Effective Date are set forth on Schedule 1.153 (LogicBio LB-001 Patent Rights).

1.154 "**LogicBio LB-001 Technology**" means collectively, (a) the LogicBio LB-001 Know-How and (b) LogicBio LB-001 Patent Rights.

1.155 "**LogicBio Licensed Know-How**" means all Know-How that (a) is Controlled by LogicBio or any of its Affiliates as of the Effective Date or during the Term, (b) is not generally known, and (c) is [**] to Exploit any Product in the CANbridge Field, including, to the extent described in clauses (b) and (c), LogicBio's interest in Joint Collaboration Know-How.

1.156 "**LogicBio Licensed Patent Right**" means any Patent Right that (a) is Controlled by LogicBio or any of its Affiliates as of the Effective Date or during the Term and (b) (i) claims LogicBio Licensed Know-How or (ii) is otherwise [**] to Exploit any Product in the CANbridge Field, including, to the extent described in clauses (a) and (b), LogicBio's interest in Joint Collaboration Patent Rights. The LogicBio Licensed Patent Rights as of the Effective Date are set forth on Schedule 1.156 (LogicBio Licensed Patent Rights).

1.157 "**LogicBio Manufacturing Activities**" has the meaning set forth in Section 7.1 (LogicBio Manufacturing Activities).

1.158 "**LogicBio Manufacturing Know-How**" means all LogicBio Licensed Know-How that is related to a method used in Manufacturing any Product or component thereof.

1.159 "**LogicBio Manufacturing Period**" has the meaning set forth in Section 7.1.1(a) (Supply During LogicBio Manufacturing Period).

1.160 "**LogicBio Product-Specific Licensed Patent Right**" means any LogicBio Licensed Patent Right that includes claims that specifically recite the composition of matter, formulation or method of use of a Product or that pertain solely to a Target.

1.161 "**LogicBio Technology**" means collectively, (a) the LogicBio Licensed Know-How and (b) LogicBio Licensed Patent Rights.

1.162 "**LogicBio's Knowledge**" means the actual knowledge [**], of the following: [**] of LogicBio.

1.163 "**Losses**" has the meaning set forth in Section 12.1 (Indemnification by LogicBio).

1.164 "**MAA**" means any biologics license application or other marketing authorization application, in each case, filed with the applicable Regulatory Authority in a country or other regulatory jurisdiction, which application is required to commercially market or sell a pharmaceutical or biologic product in such country or jurisdiction (and any amendments thereto), including all Biologics License Applications (BLA) or equivalent submitted to the FDA in the United States in

accordance with the PHSA or any analogous application or submission with any Regulatory Authority outside of the United States.

1.165 "**Major European Markets**" means [**].

1.166 "**Major Market Country**" means [**].

1.167 "**Manufacture**" means activities directed to manufacturing, manufacturing process development, processing, formulating, packaging, labeling, filling, finishing, assembly, quality assurance, quality control, testing, and release, shipping, or storage of any pharmaceutical or biologic product (or any components or process steps involving any product or any companion diagnostic), placebo, or comparator agent, as the case may be, including process development, qualification, and validation, scale-up, pre-clinical, clinical, and commercial manufacture and analytic development, product characterization, and stability testing, but excluding activities directed to Development, Commercialization, or Medical Affairs. "**Manufacturing**" will be construed accordingly.

1.168 "**Manufacturing Committee**" has the meaning set forth in Section 4.2.6(a) (Formation).

1.169 "**Manufacturing Technology Transfer**" has the meaning set forth in Section 7.1.1(c)(ii) (Subsequent Manufacturing Technology Transfer).

1.170 "**Manufacturing Technology Transfer Plan**" has the meaning set forth in Section 7.1.1(c)(iii) (Manufacturing Technology Transfer Plan).

1.171 "**Materials**" has the meaning set forth in Section 3.4 (Materials Transfer).

1.172 "**Medical Affairs**" means activities conducted by a Party's medical affairs departments (or, if a Party does not have a medical affairs department, the equivalent function thereof), including communications with key opinion leaders, medical education, symposia, advisory boards (to the extent related to medical affairs or clinical guidance), activities performed in connection with patient registries, other medical programs and communications, including educational grants, research grants (including conducting investigator-initiated studies), and charitable donations to the extent related to medical affairs and not to other activities that involve the promotion, marketing, sale, or other Commercialization of the Products and are not conducted by a Party's medical affairs (or equivalent) departments.

1.173 "**Mono Product**" has the meaning set forth in Section 1.174 (Net Sales).

1.174 "**Net Sales**" means the gross amounts invoiced by CANbridge or its Affiliates or Sublicensees (other than Third Party Distributors) (each, a "**Selling Party**") under this Agreement to Third Parties (including to Third Party Distributors), for the sale, supply or other disposition of any Product or LB-001, as applicable, less the following deductions actually taken, paid, accrued, allowed, included, or allocated with respect to such sales of such product, and in accordance with the applicable Accounting Standards:

[**].

Notwithstanding the foregoing, [**].

In the case of any Combination Product sold in a given country in the Territory, Net Sales for the purpose of determining royalties and Sales Milestone Events or LB-001 Sales Milestone Events, as applicable, of the Combination Product in such country will be calculated by [**].

If, on a country-by-country basis, the applicable Mono Product is sold separately in a country, but all of the Other Components in the Combination Product are not sold separately in such country, then Net Sales for the purpose of determining royalties and Sales Milestone Events of the Combination Product for such country will be calculated by [**].

If, on a country-by-country basis, the Product or LB-001, as applicable, included in the Combination Product is not sold separately as a Mono Product in such country, but all of the Other Components included in the Combination Product are sold separately in such country, then Net Sales for the purpose of determining royalties and Sales Milestone Events of the Combination Product for such country will be calculated by [**].

If neither the applicable Mono Product nor the Other Components in a Combination Product are sold separately in a given country, then [**].

1.175 **"New In-License Agreement**" has the meaning set forth in Section 2.3.2 (New In-License Agreements).

1.176 "**New License Agreement**" has the meaning set forth in Section 2.2.3 (Survival of Sublicenses).

1.177 "**NMPA**" has the meaning set forth in Section 5.2.1 (Responsibility).

1.178 "**Non-Breaching Party**" has the meaning set forth in Section 13.2.1 (Material Breach and Cure Period).

1.179 "**Option Target**" means [**].

1.180 "**Other Committee**" has the meaning set forth in Section 4.2.8 (Other Committees).

1.181 "**Other Component(s)**" has the meaning set forth in Section 1.174 (Net Sales).

1.182 "**Out-of-Pocket Costs**" means, with respect to certain activities hereunder, [**].

1.183 "**Patent Challenge**" has the meaning set forth in Section 13.5 (Termination for Patent Challenge).

1.184 "**Patent Rights**" means any and all (a) patents, (b) patent applications, including all provisional and non-provisional applications, patent cooperation treaty (PCT) applications, substitutions, continuations, continuations-in-part, divisions and renewals, and all patent rights granted thereon, (c) all patents-of-addition, reissues, re-examinations and extensions or restorations by existing or future extension or restoration mechanisms, including supplementary protection certificates, patent term extensions, and equivalents thereof, (d) inventor's certificates, letters patent, or (e) any other substantially equivalent form of government issued right, excluding any rights provided by Regulatory Exclusivity, substantially similar to any of the foregoing described in subsections (a) through (d) above, anywhere in the world.

1.185 "**Patent Term Extension**" has the meaning set forth in Section 11.10 (Patent Term Extensions).

1.186 "**Per Product Annual Net Sales**" has the meaning set forth in Section 8.5.4 (Royalties).

1.187 "**Person**" means any individual, firm, corporation, partnership, limited liability company, trust, business trust, joint venture, Governmental Authority, association or other entity.

1.188 "**Pharmacovigilance Agreement**" has the meaning set forth in Section 5.1.7 (Pharmacovigilance).

1.189 "**Phase I Clinical Trial**" means a Clinical Trial (or any arm thereof) of a pharmaceutical or biologic product with the endpoint of determining initial tolerance, safety, metabolism, pharmacokinetic or pharmacodynamic information in single dose, single ascending dose, multiple dose, or multiple ascending dose regimens, that satisfies the requirements of U.S. federal regulation 21 C.F.R. § 312.21(a) and its successor regulation or equivalents in other jurisdictions.

1.190 "**Phase I/II Clinical Trial**" means a Clinical Trial (or any arm thereof) of a pharmaceutical or biologic product with the endpoint of determining initial tolerance, safety, metabolism, pharmacokinetic or pharmacodynamic information in single dose, single ascending dose, multiple dose, or multiple ascending dose regimens, and evaluating its effectiveness for a particular indication or indications in one or more specified doses or its short term tolerance and safety, as well as its pharmacokinetic and pharmacodynamic information in patients with the indications under study, that is prospectively designed to generate sufficient data (if successful) to commence a Pivotal Clinical Trial for such product, and that satisfies the requirements of U.S. federal regulation 21 C.F.R. §§ 312.21(a) and (b) and its successor regulation or equivalents in other jurisdictions.

1.191 "**Phase II Clinical Trial**" means a Clinical Trial (or any arm thereof) of a pharmaceutical or biologic product with the endpoint of evaluating its effectiveness for a particular indication or indications in one or more specified doses or its short term tolerance and safety, as well as its pharmacokinetic and pharmacodynamic information in patients with the indications under study, that is prospectively designed to generate sufficient data (if successful) to commence a Phase III Clinical Trial for such product, and that satisfies the requirements of U.S. federal regulation 21 C.F.R. § 312.21(b) and its successor regulation or equivalents in other jurisdictions.

1.192 "**Phase III Clinical Trial**" means a Clinical Trial (or any arm thereof) of a pharmaceutical or biologic product on a sufficient number of patients, which trial the FDA permits to be conducted under an open IND and is designed to: (a) establish that the pharmaceutical or biologic product is safe and efficacious for its intended use; (b) define warnings, precautions and adverse reactions that are associated with the pharmaceutical or biologic product in the dosage range to be prescribed; and (c) support an MAA by a Regulatory Authority for the pharmaceutical or biologic product, and that satisfies the requirements of U.S. federal regulation 21 C.F.R. § 312.21(c) and its successor regulation or equivalents in other jurisdictions.

1.193 "**PHSA**" has the meaning set forth in Section 11.9.1 (Response to Biosimilar Applicants; Notice).

1.194 "**Pivotal Clinical Trial**" means any (a) Phase III Clinical Trial, or (b) other Clinical Trial (or any arm thereof) of a pharmaceutical or biologic product on a sufficient number of patients, the results of which, together with prior data and information concerning such product, are intended to be or otherwise are sufficient, without any additional Clinical Trial to meet the evidentiary standard for demonstrating the safety, purity, efficacy, and potency of such active substance of such product established by a Regulatory Authority in any particular jurisdiction and that is intended to support, or otherwise supports, the filing of an MAA by a Regulatory Authority in such jurisdiction (including any bridging study). Notwithstanding any provision to the contrary set forth in this Agreement, treatment of patients as part of an expanded access program, compassionate sales or use program (including named patient program or single patient program), or an indigent program,

in each case, will not be included in determining whether or not a Clinical Trial is a Pivotal Clinical Trial or whether a patient has been dosed thereunder.

1.195 "**PMDA**" means Japan's Pharmaceuticals and Medical Devices Agency and any successor agency or authority having substantially the same function.

1.196 "**Pricing and Reimbursement Approval**" means the approvals, agreements, determinations, or governmental decisions establishing (a) a price for the applicable Product or LB-001, as applicable, that can be legally charged to consumers and (b) the level of reimbursement for the applicable Product or LB-001, as applicable, that will be reimbursed by Governmental Authorities, in each case ((a) and (b)) if required in a given jurisdiction or country in connection with Commercialization of such Product or LB-001, as applicable, in such jurisdiction or country.

1.197 "**Product**" means any gene therapy product resulting from the Research Program, [**] which is Directed to a Target, [**].

1.198 "**Proposed Biosimilar Product**" has the meaning set forth in Section 11.9.1 (Response to Biosimilar Applicants; Notice).

1.199 "**Proposed CANbridge Response**" has the meaning set forth in Section 11.9.3(c) (Preparation of CANbridge Response).

1.200 "**Proposed Initial Patent List**" has the meaning set forth in Section 11.9.3(a) (Preparation of Initial Patent List).

1.201 "**Proposed Terms**" has the meaning set forth in Section 2.9.4 (Third Party Independent Expert).

1.202 "**Prosecuting Party**" means, with respect to any Patent Right, the Party that is responsible for the Prosecution of such Patent Right pursuant to Section 11.4 (Patent Prosecution).

1.203 "**Prosecution**" means the filing, preparation, prosecution (including any interferences, reissue proceedings, reexaminations, oppositions and similar proceedings), post-grant reviews, requests for patent term adjustments, and maintenance of Patent Rights. For clarity, Prosecution excludes any applications or requests for Patent Term Extension. When used as a verb, "**Prosecute**" means to engage in Prosecution.

1.204 "**Publishing Party**" has the meaning set forth in Section 10.9.3(a) (Publication Rights for Products).

1.205 "**Receiving Party**" has the meaning set forth in Section 1.60 (Confidential Information).

1.206 "**Redacted Agreement**" has the meaning set forth in Section 10.5 (Confidential Treatment).

1.207 "**Regulatory Approval**" means, with respect to a particular country or other regulatory jurisdiction, any approval of an MAA, or other approval, product, or establishment license, registration, or authorization of any Regulatory Authority necessary for the Development, Manufacture, Commercialization, or other Exploitation of a pharmaceutical or biologic product in such country or other regulatory jurisdiction, excluding, in each case, Pricing and Reimbursement Approval.

1.208 "**Regulatory Authority**" means any applicable Governmental Authority with jurisdiction or authority over the Development, Manufacture, Commercialization, or other Exploitation (including Regulatory Approval, or Pricing and Reimbursement Approval) of pharmaceutical or biologic

products in a particular country or other regulatory jurisdiction, and any corresponding national or regional regulatory authorities.

1.209 "**Regulatory Exclusivity**" means any exclusive marketing rights or data exclusivity rights conferred by any Regulatory Authority with respect to a Product or LB-001, as applicable in a country or jurisdiction in the Territory (or, with respect to LB-001, Greater China), other than a Patent Right, that prohibits a Person from (a) relying on safety or efficacy data generated by or on behalf of a Party with respect to such product in an application for Regulatory Approval of a Biosimilar Product, or (b) Commercializing a product or a Biosimilar Product, including orphan drug exclusivity or rights similar thereto in other countries or regulatory jurisdictions.

1.210 "**Regulatory Submissions**" means any filing, application, or submission with any Regulatory Authority in support of the Development, Manufacture, Commercialization, or other Exploitation of a pharmaceutical or biologic product (including to obtain, support, or maintain Regulatory Approval from that Regulatory Authority), and all correspondence or communication with or from the relevant Regulatory Authority, as well as minutes of any material meetings, telephone conferences, or discussions with the relevant Regulatory Authority. Regulatory Submissions include all INDs, MAAs, and other applications for Regulatory Approval and their equivalents.

1.211 "**Research Budget**" means the budget set forth in the Research Plan, as amended from time to time in accordance with the terms of this Agreement.

1.212 "**Research Costs**" means the FTE Costs and Out-of-Pocket Costs incurred by LogicBio or its Affiliates in the conduct of activities, including Development, regulatory, and Manufacturing activities, under the Research Plan.

1.213 "**Research Phase**" means, with respect to a Target, the period beginning (a) for (i) each Option Target for which CANbridge exercises the Additional Target Option, on the date of the inclusion of such Target under the Research Plan pursuant to Section 2.7 (Additional Target Option) and (ii) any other Target, on the Effective Date, and continuing until (b) [**].

1.214 "**Research Plan**" means the research plan setting forth the activities to be conducted under this Agreement to identify and develop gene therapy products Directed To Targets until the end of the applicable Research Phase, the initial form of which is attached as Exhibit A to this Agreement, as amended from time to time in accordance with the terms of this Agreement.

1.215 "**Research Program**" means the activities conducted under the Research Plan.

1.216 "**Royalty Period**" has the meaning set forth in Section 8.6.2 (Royalty Period).

1.217 "**Sales Milestone Event**" has the meaning set forth in Section 8.5.2 (Sales Milestones).

1.218 "**Sales Milestone Payment**" has the meaning set forth in Section 8.5.2 (Sales Milestones).

1.219 "**Selling Party**" has the meaning set forth in Section 1.174 (Net Sales).

1.220 "**Subcontractor**" means a Third Party contractor engaged by a Party to perform certain obligations or exercise certain rights of such Party under this Agreement on a fee-for-service basis (including contract research organizations, Third Party Distributors, or CMOs), excluding all Sublicensees.

1.221 "**Sublicensees**" means any Third Party to whom CANbridge or any of its Affiliates grants a sublicense of its rights hereunder to Exploit Products or, if CANbridge has exercised the LB-001 Option prior to the LB-001 Option Deadline, LB-001, excluding all Subcontractors.

1.222 "**Subsequent Manufacturing Technology Transfer**" has the meaning set forth in Section 7.1.1(c)(ii) (Subsequent Manufacturing Technology Transfer).

1.223 "**Target**" means each of (a) [**], (b) [**], and (c) each Option Target with respect to which CANbridge has exercised an Additional Target Option.

1.224 "**Taxes**" has the meaning set forth in Section 8.11 (Income Tax Withholding).

1.225 "**Term**" has the meaning set forth in Section 13.1 (Term).

1.226 "**Terminated Target**" means any Target with respect to which the Agreement is terminated. If the Agreement is terminated in its entirety, then all Targets will be Terminated Targets.

1.227 "**Territory**" means worldwide.

1.228 "**Third Party**" means any Person other than CANbridge or LogicBio or their respective Affiliates.

1.229 "**Third Party Distributor**" means, with respect to a country, any Third Party that purchases its requirements for Products or LB-001, as applicable, in such country from CANbridge or its Affiliates or Sublicensees and is appointed as a distributor to distribute, market, and resell such product in such country, even if such Third Party is granted ancillary rights to Develop, package, or obtain Regulatory Approval of such product in order to distribute, market, or sell such product in such country.

1.230 "**Third Party Patent Challenge**" has the meaning set forth in Section 11.8.3 (Parties' Patent Rights).

1.231 "**Trademark**" means all trademarks, service marks, trade names, brand names, sub-brand names, trade dress rights, product configuration rights, certification marks, collective marks, logos, taglines, slogans, designs or business symbols and all words, names, symbols, colors, shapes, designations or any combination thereof that function as an identifier of source or origin or quality, whether or not registered, and all statutory and common law rights therein, and all registrations and applications therefor, together with all goodwill associated with, or symbolized by, any of the foregoing.

1.232 "**U.S.**" or "**United States**" means the United States of America, its territories and possessions, including Puerto Rico.

1.233 "**Valid Claim**" means, [**], (a) a claim of any issued and unexpired patent [**] whose validity, enforceability, or patentability has not been terminated by any of the following: [**], or (b) a claim within a patent application [**].

ARTICLE 2
LICENSE GRANTS; ADDITIONAL TARGET OPTION; LB-001 OPTION; CO-DEVELOPMENT AND CO-COMMERCIALIZATION OPTION

2.1 **License to CANbridge**. Subject to the terms and conditions of this Agreement, LogicBio hereby grants to CANbridge an exclusive (even as to LogicBio, except to the extent necessary or reasonably useful for LogicBio to perform (or have performed) the activities allocated to LogicBio under this Agreement), worldwide, royalty-bearing license, with the right to sublicense through multiple tiers (subject to the provisions of Section 2.2 (Sublicensing by CANbridge; Responsibility)), under LogicBio's interest in the LogicBio Technology to Exploit the Products in the CANbridge Field.

2.2 **Sublicensing and Subcontracting by CANbridge; Responsibility**.

2.2.1 **Sublicensing Rights; Subcontracting**. Subject to Section 2.3 (Existing In-License Agreements) and this Section 2.2 (Sublicensing by CANbridge; Responsibility), and without limiting Section 14.1 (Performance through Affiliates) CANbridge may grant sublicenses under Section 2.1 (License to CANbridge) through multiple tiers to any of its Affiliates or to any Third Party, and may otherwise subcontract the performance of its obligations and the exercise of its rights under this Agreement to any Affiliate or to any Third Party, *provided* that any such sublicense granted by CANbridge, its Affiliate or its Third Party Sublicensee and any such subcontracting arrangement will be consistent with the terms of this Agreement and will include invention assignment, confidentiality, non-disclosure, non-use and intellectual property provisions at least as restrictive or protective of the Parties as those set forth in this Agreement, except that, in the case of subcontractors, the term of any such confidentiality agreement shall be customary for the nature of the subcontractor. CANbridge will remain responsible for each such Affiliate's or Third Party Sublicensee's or subcontractor's compliance with all obligations under this Agreement applicable to such Affiliate or Third Party Sublicensee or Third Party subcontractor and the grant of any sublicense or subcontract to any Affiliate or any Third Party will not relieve CANbridge of any of its obligations hereunder; *provided* that any subcontractor's or Sublicensee's actions under this Agreement will be attributable to CANbridge in determining whether CANbridge has used Commercially Reasonable Efforts under this Agreement. Notwithstanding the foregoing or anything to the contrary in this Agreement, neither CANbridge nor its Affiliates will (a) grant sublicenses under the rights granted to CANbridge under this Agreement to any Third Party Sublicensee to conduct activities [**] or (b) subcontract the performance of its obligations or exercise of its rights under this Agreement to a Third Party conducting activities [**], in each case ((a) or (b)) without the prior written consent of LogicBio (not to be unreasonably withheld); *provided, however*, that LogicBio's consent is hereby deemed given for CANbridge to subcontract obligations hereunder to any of the entities listed on Schedule 2.2.1.

2.2.2 **Third Party Sublicensees**. CANbridge will provide LogicBio with written notice of any sublicense granted by CANbridge under Section 2.1 (License to CANbridge) to any Third Party no later than [**] after the effective date thereof (including the identity of the Third Party Sublicensee and the region in which such rights have been sublicensed and a general description of the rights granted). CANbridge or its applicable Affiliate will provide LogicBio with a true and complete copy of each Third Party sublicense agreement, if and as applicable, *provided* that CANbridge may redact

any confidential or proprietary information contained therein that is not necessary for determining compliance with the terms of this Agreement.

2.2.3 **Survival of Sublicenses**. Upon termination of this Agreement for any reason, upon the request of any Sublicensee not then in breach of its sublicense agreement or the terms of this Agreement applicable to such Sublicensee, LogicBio hereby automatically grants to each such Sublicensee a direct license on the same terms as this Agreement, taking into account any difference in license scope, territory, and duration of sublicense grant (each a "**New License Agreement**"). Within [**] of said termination (or such longer time period as is mutually agreed by LogicBio and such Sublicensee), LogicBio will enter into a confirmatory New License Agreement between LogicBio to such Sublicensee. Under any such New License Agreement between LogicBio and such former Sublicensee, such Sublicensee will be required to pay to LogicBio the same amounts in consideration for such direct grant as LogicBio would have otherwise received from CANbridge pursuant to this Agreement on account of such Sublicensee's Exploitation of the Products had this Agreement not been terminated. Under such New License Agreement, the Parties agree that LogicBio will not be bound by any grant of rights broader than, and will not be required to perform any obligation other than those rights and obligations contained in, this Agreement and all applicable rights of LogicBio set forth in this Agreement will be included in such New License Agreement.

2.3 **In-License Agreements**.

2.3.1 **Existing In-License Agreements**. Notwithstanding any provision to the contrary in this Agreement, CANbridge acknowledges and agrees that the rights and licenses granted to CANbridge pursuant to Section 2.1 (Licenses to CANbridge) and Section 2.8 (LB-001 Option) are subject to the applicable terms of each Existing In-License Agreement with respect to the LogicBio Technology or LogicBio LB-001 Technology, as applicable, that is being sublicensed thereunder, to the extent such applicable terms have been disclosed to CANbridge or its Affiliates as of the Effective Date. Any payment obligations arising under the Existing In-License Agreements as a result of the research, Development and Commercialization of a Product by CANbridge, its Affiliates and Sublicensees under this Agreement will be paid solely by LogicBio. Attached as Schedule 2.3.1 are all Existing In-License Agreements as amended as of the Effective Date.

2.3.2 **New In-License Agreements**. Certain LogicBio Technology or LogicBio LB-001 Technology may be acquired by or licensed to LogicBio during the Term pursuant to an agreement with a Third Party executed after the Effective Date (each, a "**New In-License Agreement**"). For any New In-License Agreement pursuant to which LogicBio or its Affiliates would obtain rights to any Know-How or Patent Right that would, if solely-owned and internally developed by LogicBio, be included in the LogicBio Technology or LogicBio LB-001 Technology hereunder, LogicBio will [**].

2.3.3 **New In-License Agreement Royalties**. CANbridge shall [**] royalties arising under the New In-License Agreement(s) as a result of Net Sales by CANbridge, its Affiliates or Sublicensees of LB-001 or Products. [**].

2.3.4 **New In-License Agreement Upfront/Milestones**. Any up-front fees or milestone payments arising under any New In-License Agreement shall be [**].

2.3.5 **Opt-Out**. Notwithstanding the foregoing provisions of this Section 2.3 (In-License Agreements), CANbridge may elect [**] and, thereafter, CANbridge shall have no obligation to [**] under such New In-License Agreement with respect to such Products or LB-001, as applicable, other than any such payments that had accrued prior to such election.

2.4 **Licenses to LogicBio**.

2.4.1 **Collaboration License**. Subject to the terms and conditions of this Agreement, CANbridge hereby grants to LogicBio a royalty-free, non-exclusive license, with the right to sublicense solely in accordance with the provisions of Section 2.4.2 (Sublicensing and Subcontracting by LogicBio), under the CANbridge Licensed Technology for the purpose of performing LogicBio's obligations under this Agreement, including the activities allocated to LogicBio under the Research Plan, in each case in accordance with the terms of this Agreement.

2.4.2 **Sublicensing and Subcontracting by LogicBio**.

(a) LogicBio may grant sublicenses to practice the CANbridge Licensed Technology under Section 2.4.1 (Collaboration License) through multiple tiers to any of its Affiliates or to any Third Party solely as provided in this Section 2.4.2 (Sublicensing and Subcontracting by LogicBio).

(b) LogicBio may enter into subcontracts with Affiliates or Third Parties acting by or for the benefit of LogicBio with respect to the performance of LogicBio's obligations under this Agreement solely as provided in this Section 2.4.2 (Sublicensing and Subcontracting by LogicBio).

(c) Each sublicense or subcontract entered into by LogicBio pursuant to this Section 2.4.2 (Sublicensing and Subcontracting by LogicBio) will be consistent with the terms of this Agreement and will include invention assignment, confidentiality, non-disclosure, non-use and intellectual property provisions at least as restrictive or protective of the Parties as those set forth in this Agreement, except that the term of any such confidentiality agreement shall be customary for the nature of the sublicensee or subcontractor. No grant of any sublicense or subcontract to a Third Party or an Affiliate will relieve LogicBio of its obligations hereunder. LogicBio will provide CANbridge with written notice of any sublicense granted by LogicBio to a Third Party under Section 2.4 (Licenses to LogicBio) no later than [**] after the effective date thereof (including the identity of the Third Party sublicensee and the territory in which such rights have been sublicensed) and will provide CANbridge with a true and complete copy of each sublicense agreement, except that LogicBio may redact any confidential or proprietary information contained therein that is not necessary for CANbridge to determine compliance with this Agreement.

2.5 **No Implied Licenses**. Except as expressly provided in this Agreement, neither Party will be deemed to have granted the other Party any license or other right with respect to any Intellectual Property of such Party.

2.6 **Exclusivity and Restrictions**.

2.6.1 **Exclusivity Covenant**. Subject to Section 2.6.2 (Effect of Change of Control on Exclusivity) and Section 2.6.3 (Acquisition of Competing Product), during the Term neither Party nor its Affiliates will, directly or indirectly, (a) Exploit a Competing Product in the Territory or (b) license, sell, assign or otherwise provide rights to, or jointly develop with, a Third Party to enable such Third Party to Exploit a Competing Product in the Territory.

2.6.2 **Effect of Change of Control on Exclusivity**. Notwithstanding the provisions of Section 2.6.1 (Exclusivity Covenant), if a Party undergoes a Change of Control during the Term and, as of immediately prior to or following the closing of such Change of Control, any Person that becomes an Independent Affiliate of such Party upon such Change of Control or any of such Person's Affiliates existing immediately prior to such Change of Control or following such Change of Control other than the applicable Party or Affiliates of such Party existing prior to such Change of Control (collectively, the "**Acquirer**") is Exploiting any Competing Product, then the applicable Party will not be in breach of Section 2.6.1 (Exclusivity Covenant) as a result of such activities with respect to any such Competing Product (*provided* that, with respect to Competing Products that arise after such Change of Control, the Acquirer does not access or use any intellectual property Controlled by the applicable Party in the conduct of activities related to such Competing Product), and the applicable Party or the Acquirer, as applicable, will, (a) adopt reasonable procedures to segregate all Exploitation of the Competing Product from Exploitation of Products under this Agreement, and conduct any activities under this Agreement separately from all activities relating to the Competing Product, including through the maintenance of separate lab notebooks and records; and (b) establish reasonable firewall protections and safeguards designed to ensure the activities of its personnel under this Agreement are segregated from all activities relating to the Competing Product (except that management personnel may review and evaluate plans and information regarding the Exploitation of products under this Agreement as well as the Competing Product in connection with portfolio decision-making).

2.6.3 **Acquisition of Competing Product**. Notwithstanding the provisions of Section 2.6.1 (Exclusivity Covenant), if a Party or any of its Affiliates acquires rights to Exploit a Competing Product as the result of a merger, acquisition or combination with or of a Third Party other than a Change of Control (each, an "**Acquisition Transaction**"), such Party will, within [**] after the closing of such Acquisition Transaction, notify the other Party in writing of such acquisition and either:

(a) notify the other Party in writing that such Party or its Affiliate will Divest its rights to such Competing Product, in which case, within [**] after the closing of the Acquisition Transaction, such Party or its Affiliate will Divest such Competing Product; or

(b) notify the other Party in writing that it is ceasing all such Exploitation with respect to the Competing Product, in which case, within [**] after the other Party's receipt of such notice, such Party and its Affiliates will cease all such activities.

Prior to the time of divestiture pursuant to Section 2.6.3(a) or prior to the termination of activities pursuant to Section 2.6.3(b), as applicable, the relevant Party and its Affiliates will (a) adopt reasonable procedures to segregate all Exploitation of the Competing Product from Exploitation of Products under this Agreement, and conduct any activities under this Agreement separately from all activities relating to the Competing Product, including through the maintenance of separate lab notebooks and records; and (b) establish reasonable firewall protections and safeguards designed to ensure the activities of its personnel under this Agreement are segregated from all activities relating to the Competing Product (except that management personnel may review and evaluate plans and information regarding the Exploitation of products under this Agreement as well as the Competing Product in connection with portfolio decision-making).

2.6.4 **Non-Solicitation**. During the Term, neither Party, nor any Affiliate thereof, will, or will assist any Third Party to, [**].

2.7 **Additional Target Option**. LogicBio hereby grants to CANbridge, on an Option Target-by-Option Target basis, exclusive options to include each Option Target as a Target under this Agreement in accordance with the terms of this Section 2.7 (Additional Target Option) (each such option with respect to an Option Target, an "**Additional Target Option**"). [**].

2.8 **LB-001 Option**.

2.8.1 **Grant of LB-001 Option**. Subject to the terms of this Agreement, LogicBio hereby grants to CANbridge an exclusive option to obtain an exclusive royalty-bearing license, with the right to sublicense through multiple tiers (subject to the provisions of Section 2.8.4 (Sublicensing of LB-001 Rights)), under the LogicBio LB-001 Technology solely to (a) Develop and conduct Medical Affairs with respect to LB-001 in the CANbridge Field in Greater China for the purpose of Commercializing LB-001 in the CANbridge Field in Greater China, and (b) Commercialize LB-001 in the CANbridge Field in Greater China (such option, the "**LB-001 Option**").

2.8.2 **LB-001 Option Exercise**. CANbridge may exercise the LB-001 Option at any time prior to the LB-001 Option Deadline by (a) providing written notice thereof to LogicBio and (b) paying the LB-001 Option Fee to LogicBio (such timely exercise of the LB-001 Option, "**LB-001 Option Exercise**").

2.8.3 **[**]**.

2.8.4 **Sublicensing of LB-001 Rights**. The provisions of Section 2.2 (Sublicensing by CANbridge; Responsibility) will apply, *mutatis mutandis*, to any sublicense granted by CANbridge or its Affiliates under the licenses and rights granted to CANbridge under Section 2.8.1 (Grant of LB-001 Option).

2.8.5 **LB-001 Exclusivity and Restrictions**. Subject to Section 2.6.2 (Effect of Change of Control on Exclusivity) and Section 2.6.3 (Acquisition of Competing Product), which will apply *mutatis mutandis* to the restrictions set forth in this Section 2.8.5 (LB-001 Exclusivity and Restrictions), during the Term prior to the LB-001 Option Deadline and, solely if CANbridge exercises the LB-001 Option prior to the LB-001 Option Deadline, during the Term, neither Party nor its Affiliates will,

directly or indirectly (i) Exploit any genetic medicine product, other than LB-001, that is intended for use

within the CANbridge Field and is Directed to the same target as LB-001 in Greater China or (ii) license, sell, assign or otherwise provide rights to, or jointly develop with, a Third Party to enable such Third Party to Exploit any such product in Greater China.

2.8.6 **[**] LB-001 Option for Safety Reasons**. Notwithstanding anything to the contrary in this Agreement, (a) in the event that the Development of LB-001 is suspended due to a clinical hold prior to the LB-001 Option Deadline, LogicBio will [**], and (b) if LogicBio or its Affiliate or sublicensee decides to terminate a Clinical Trial of LB-001 and terminate the Development of LB-001 for safety reasons prior to the LB-001 Option Deadline, LogicBio will [**].

2.9 **LogicBio Co-Development and Co-Commercialization Option**.

2.9.1 **Development Cost Report**. Prior to LogicBio's exercise of the Co-Development and Co-Commercialization Option, upon request by LogicBio from time to time with respect to any particular Target for which LogicBio has the right to exercise the Co-Development and Co-Commercialization Option, CANbridge will promptly deliver to LogicBio a report of CANbridge's expenses relating to the Development and Manufacture of Products Directed to such Target as of the date of the request by LogicBio to enable LogicBio to determine whether it desires to exercise the Co-Development and Co-Commercialization Option with respect to such Target.

2.9.2 **Option Exercise**. At any time prior to [**] for the first Product Directed to a Target that is subject to an Additional Target Option under this Agreement, LogicBio will have the option to enter into a worldwide, co-exclusive (with CANbridge) Co-Development and Co-Commercialization Agreement (the "**Co-Development and Co-Commercialization Agreement**") for all Products Directed to such Target (the "**Co-Development and Co-Commercialization Option**"), which option may be exercised by LogicBio by providing written notice of such exercise to CANbridge identifying the Target that is the subject of the Co-Development and Co-Commercialization Option.

2.9.3 **Terms of Co-Development and Co-Commercialization Agreement**. In the event that LogicBio exercises the Co-Development and Co-Commercialization Option, the Parties will [**] and enter into a Co-Development and Co-Commercialization Agreement [**] the terms and conditions of which agreement [**].

2.9.4 **Third Party Independent Expert**. In the event that the Parties are unable to agree upon the terms of the Co-Development and Co-Commercialization Agreement [**].

2.9.5 **Economics Upon Execution**. Following the execution by both Parties of the Co-Development and Co-Commercialization Agreement, [**].

ARTICLE 3
RESEARCH PROGRAM

3.1 **Research Plan**. The initial Research Plan is attached as Exhibit A (Research Plan) hereto. Subject to Section 2.7 (Additional Target Option), either Party may propose an amendment to the Research Plan by submitting such proposed amendment in writing to the JSC for review and approval under Section 4.2.4(b) (Responsibilities). Upon the JSC's approval of such proposed amendment, the Research Plan will be deemed to be amended by such amendment.

3.2 **Performance of Activities under Pre-Clinical Plans**.

3.2.1 **Responsibility; Diligence**. Each Party will have sole responsibility for the conduct of the activities allocated to such Party under the Research Plan. Each Party will [**].

3.2.2 **Costs of Activities**. CANbridge will pay LogicBio for all Research Costs in accordance with the terms set forth in Section 8.4 (Payment of Research Costs). Except as provided in this Agreement, each Party will be responsible for all costs and expenses incurred by or on behalf of such Party in the performance of all activities allocated to such Party under the Research Plan.

3.2.3 **Information and Reports**. At each meeting of the JSC, each Party [**].

3.3 **Recordkeeping; Audits**. Each Party will, and will require its Affiliates and subcontractors to, maintain materially complete, current and accurate hard and electronic (as applicable) copies of records of all work conducted pursuant to its Development, Manufacturing, Medical Affairs, and Commercialization activities under this Agreement, and all results, data, developments, and Know-How Created in conducting such activities. Such records will accurately reflect all such work done and results achieved in sufficient detail to verify compliance with its obligations under this Agreement and will be in good scientific manner appropriate for applicable patent and regulatory purposes. With respect to LogicBio, such books and records will record only its Development and Manufacturing activities performed pursuant to this Agreement and will not include or be commingled with records of activities outside the scope of this Agreement. CANbridge will have the right, during normal business hours and upon reasonable advance notice [**] to inspect and copy all records of LogicBio maintained pursuant to this Section 3.3 (Recordkeeping; Audits); *provided* that CANbridge will maintain any of LogicBio's Confidential Information in such records in confidence in accordance with Article 10 (Confidentiality).

3.4 **Materials Transfer**. In order to facilitate the activities contemplated under the Research Plan, either Party may provide to the other Party certain biological materials or chemical compounds Controlled by the supplying Party to the extent permitted by Applicable Laws (collectively, "**Materials**"). Except as otherwise expressly set forth under this Agreement, all such Materials delivered to the other Party will remain the sole property of the supplying Party, will be used only in the performance of activities conducted in accordance with the Research Plan, will not be used or delivered to or for the benefit of any Third Party without the prior written consent of the supplying Party (except for subcontractors performing any activities under the Research Plan), and will be used in compliance with Applicable Law. Each Party will use the Materials supplied under this Agreement with prudence and appropriate caution in any experimental work as not all of their characteristics may be known. The supplying Party will provide the other Party the most current material safety data sheet for the Materials upon transfer of any Materials. LogicBio will notify CANbridge if any Materials supplied by LogicBio are "Licensed Materials" under the CMRI Agreement, and, without limiting the foregoing, CANbridge's use of any Materials of LogicBio that are "Licensed Materials" under the CMRI Agreement will be subject to the additional terms and restrictions set forth in the CMRI Agreement with respect thereto. Except as expressly set forth in this Agreement, THE MATERIALS ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY THAT THE USE OF THE MATERIALS WILL NOT INFRINGE OR VIOLATE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PARTY.

ARTICLE 4
GOVERNANCE

4.1 **Alliance Management**.

4.1.1 **Alliance Managers**. As soon as practicable, but no later than [**] following the Effective Date, each Party will appoint a single individual who possesses sufficient alliance management experience and is otherwise suitably qualified and who has the requisite decision-making authority, in each case, to act as its alliance manager under this Agreement to support the collaboration hereunder (the "**Alliance Manager**"). Each Party may have an additional individual assigned as such Party's Alliance Manager with respect to LB-001 following LB-001 Option Exercise. Each Party may change the Person designated as its Alliance Manager upon written notice (including via email notification) to the other Party, *provided* that such new Alliance Manager must possess sufficient alliance management experience and otherwise meet the requirements set forth in this Section 4.1.1 (Alliance Managers). [**].

4.1.2 **Roles and Responsibilities**. The Alliance Managers will be responsible for (a) facilitating the flow of information and otherwise promoting communication of the day-to-day work under the Research Plan, (b) coordinating the activities under the Research Plan, (c) providing a single point of communication for seeking consensus both internally within the respective Party's organization and between the Parties regarding key strategy and planning issues, (d) assisting the integration of teams across functional areas, and (e) performing such other functions as requested by the JSC or LB-001 JSC.

4.2 **Joint Steering Committee; Other Committees**.

4.2.1 **Formation**. As soon as practicable, but no later than [**] after the Effective Date, the Parties will establish a joint steering committee ("**JSC**") to oversee the activities under this Agreement other than with respect to LB-001, with solely the functions described below. The JSC will be comprised of an equal number of representatives of CANbridge and of LogicBio, each of whom will have the appropriate authority, experience, and expertise to perform its responsibilities on the JSC. Within [**] after the Effective Date, each Party will designate in writing [**] such representatives for the JSC. The JSC may elect to vary the number of representatives from time to time. Either Party may replace its representatives with similarly qualified individuals at any time upon prior written notice to the other Party (including via email notification). If agreed by the JSC on a case-by-case basis (such agreement not to be unreasonably withheld, conditioned, or delayed), the JSC may invite other personnel of either Party from relevant support functions to participate in the discussions and meetings of the JSC, *provided* that such participants will have no voting authority at the JSC and that any non-employee participants are bound by written obligations of non-use and confidentiality and obligations to assign Intellectual Property that are at least as restrictive or protective of the Parties and their respective Intellectual Property and Confidential Information as those set forth in this Agreement, including those set forth in Article 10 (Confidentiality) and Article 11 (Intellectual Property).

4.2.2 **JSC Chairperson**. The JSC will have a chairperson who will be a JSC member of [**] from the Effective Date until [**] and then the JSC chairperson will alternate on an annual basis between being a JSC member of CANbridge and a JSC member of

LogicBio. The chairperson will be responsible for calling and convening meetings (subject to Section 4.2.3 (Meetings)), but will have no special authority over the other members of the applicable JSC, and will have no additional voting rights.

4.2.3 **Meetings**. The first meeting of the JSC will be held [**] after the Effective Date (or such longer period of time as mutually agreed by the Parties) (the "**Initial JSC Meeting**"). At the Initial JSC Meeting, among other activities, if any, as may be decided by the JSC, the JSC will review, revise as necessary to approve, and determine whether to approve the Initial Research Plan Amendment (as defined below) provided by the JRC (as defined below). The JSC will meet in person (alternating between a site designated by each of LogicBio and CANbridge) or by videoconference or teleconference (a) to discuss matters related to the Research Plan until the conclusion of activities under such Research Plan, [**] and (b) thereafter at least [**], or with such other frequency as the Parties may agree. Specific meeting dates will be determined by agreement of the Parties. Without limiting the foregoing, either Party may also call a special meeting of the JSC (by videoconference or teleconference) upon at least [**] prior written notice to the other Party if such Party reasonably believes that a significant matter must be addressed before the next regularly scheduled meeting of the JSC, in which case such Party will provide the JSC materials reasonably adequate to enable an informed discussion by its members no later than [**] before the special meeting. LogicBio will organize the Initial JSC Meeting by videoconference or teleconference at a mutually agreeable time no later than [**] after the Effective Date. Each Party will be responsible for its own expenses relating to its attendance at or participation in JSC meetings. The Alliance Managers will jointly prepare and disseminate agendas and presentations no later than [**] in advance of each JSC meeting, unless otherwise agreed to by the Parties in writing. The Alliance Managers will jointly prepare and disseminate proposed minutes for the JSC meeting within [**] after each such meeting and will seek to obtain review and approval of such minutes by their respective companies within [**] thereafter. Such minutes will not be finalized until each representative on the JSC reviews and approves such minutes in writing; *provided* that any minutes will be deemed approved unless a representative on the JSC objects to the accuracy of such minutes within [**] after the circulation thereof.

4.2.4 **Responsibilities**. The JSC will, in each case subject to Section 4.2.5 (Decision Making Authority) and Section 4.2.8 (Limits of JSC Decision Making Authority), and in each case other than to the extent included within the responsibilities of the LB-001 JSC:

(a) oversee the activities under the Research Plan;

(b) review and determine whether to approve the Initial Research Plan Amendment, and review and determine whether to approve any other amendment to the Research Plan (including the Research Budget) that is proposed by either Party under Section 3.1 (Research Plan), other than amendments to the Research Plan in connection with the exercise of the Additional Target Option with respect to an Option Target, which amendments must be mutually agreed to by the Parties;

(c) review and discuss all progress reports and data provided by each Party under Section 3.2.3 (Information and Reports) with respect to the Research Plan;

(d) determine whether the advancement criteria for each Product, as set forth in the Research Plan, have been achieved;

(e) determine whether to approve any revision to the Allowable Overrun percentage set forth in Section 8.4 (Payment of Research Costs) with respect to the Research Budget;

(f) oversee the LogicBio Process Development Activities, as described in Section 7.1.1(a) (Supply During LogicBio Manufacturing Period);

(g) determine the date to start the Subsequent Manufacturing Technology Transfer, review and approve the Manufacturing Technology Transfer Plan, and determine whether each Manufacturing Technology Transfer is complete, in each case, as described in and subject to the limitations of Section 7.1.1(b) (Manufacturing Technology Transfer);

(h) oversee the Development of the Products;

(i) review and determine whether to approve each Development Plan and any amendment thereto, as described in Section 6.1.3(b) (Development Plan);

(j) review each Commercialization Plan and any amendment thereto, as described in Section 6.1.3(e) (Commercialization Plan; Commercialization Reports);

(k) coordinate the wind-down of each Party's efforts under this Agreement, as described in Section 13.8.1(a) (Effects of Termination; Effects of Termination Generally; Wind-Down);

(l) form such Other Committees as the Parties may agree under Section 4.2.8 (Other Committees);

(m) attempt to resolve any disputes on matters within the JSC's authority or within the authority of any Other Committee formed by the JSC on an informal basis and in good faith prior to the institution of escalation or other formal dispute resolution mechanisms hereunder; and

(n) perform such other functions expressly allocated to the JSC in this Agreement or by the written agreement of the Parties.

4.2.5 **Joint Research Committee**.

(a) **Formation**. As soon as practicable, but no later than [**] after the Effective Date (or such longer period of time as mutually agreed by the Parties), the Parties will establish a joint research committee ("**JRC**") to draft a proposed amendment to the Research Plan attached hereto as Exhibit A to describe all material aspects of the activities to be conducted under this Agreement to identify and develop gene therapy products Directed To Targets during the applicable Research Phase (the "**Initial Research Plan Amendment**"). The JRC shall provide the Initial Research Plan Amendment to the JSC within [**] of the Effective Date (or such longer period of time as mutually agreed by the Parties). The JRC will be comprised of an equal number of representatives of

CANbridge and of LogicBio, each of whom will have the appropriate authority, experience, and expertise to perform its responsibilities on the JRC. Within [**] after the Effective Date (or such longer period of time as mutually agreed by the Parties), each Party will designate in writing [**] such representatives for the JRC. The JRC may elect to vary the number of representatives from time to time. Either Party may replace its representatives with similarly qualified individuals at any time upon prior written notice to the other Party (including via email notification). If agreed by the JRC on a case-by-case basis (such agreement not to be unreasonably withheld, conditioned, or delayed), the JRC may invite other personnel of either Party from relevant support functions to participate in the discussions and meetings of the JRC, *provided* that such participants will have no voting authority at the JRC and that any non-employee participants are bound by written obligations of non-use and confidentiality and obligations to assign Intellectual Property that are at least as restrictive or protective of the Parties and their respective Intellectual Property and Confidential Information as those set forth in this Agreement, including those set forth in Article 10 (Confidentiality) and Article 11 (Intellectual Property).

(b) **Meetings**. The JRC will meet by videoconference or teleconference to discuss matters related to the Initial Research Plan Amendment, with such frequency as the Parties may agree, until the Initial Research Plan Amendment is submitted to the JSC. Specific meeting dates will be determined by agreement of the JRC members. [**]. Each Party will be responsible for its own expenses relating to its attendance at or participation in JRC meetings.

(c) **Responsibilities**. The JRC will draft the Initial Research Plan Amendment and send said Initial Research Plan Amendment to the JSC within [**] of the Effective Date (or such longer period of time as mutually agreed by the Parties).

(d) **Disbandment**. Unless otherwise agreed by the Parties, the JRC will be disbanded following the approval of the Initial Research Plan Amendment in accordance with the terms of this Agreement.

4.2.6 **Manufacturing Committee**.

(a) **Formation**. As soon as practicable, but no later than [**] after the Effective Date, the Parties will establish a manufacturing committee (the "**Manufacturing Committee**") to oversee LogicBio's Manufacture of the Products under Section 7.1 (Manufacture and Supply of Products), coordinate the Manufacturing Technology Transfers under Section 7.1.1(c) (Manufacturing Technology Transfers) and prepare contingency plans in the event of [**] relating to LogicBio's Manufacture of the Products under Section 7.1 (Manufacture and Supply of Products). The Manufacturing Committee will be comprised of an equal number of representatives of CANbridge and of LogicBio, each of whom will have the appropriate authority, experience, and expertise to perform its responsibilities on the Manufacturing Committee. Within [**] after the Effective Date, each Party will designate in writing [**] such representatives for the Manufacturing Committee. The Manufacturing Committee may elect to vary the number of representatives from time to time. Either Party may replace its representatives with similarly qualified

individuals at any time upon prior written notice to the other Party (including via email notification). If agreed by the Manufacturing Committee on a case-by-case basis (such agreement not to be unreasonably withheld, conditioned, or delayed), the Manufacturing Committee may invite other personnel of either Party from relevant support functions to participate in the discussions and meetings of the Manufacturing Committee, *provided* that such participants will have no voting authority at the Manufacturing Committee and that any non-employee participants are bound by written obligations of non-use and confidentiality and obligations to assign Intellectual Property that are at least as restrictive or protective of the Parties and their respective Intellectual Property and Confidential Information as those set forth in this Agreement, including those set forth in Article 10 (Confidentiality) and Article 11 (Intellectual Property).

(b) **Manufacturing Committee Chairperson**. The Manufacturing Committee will have a chairperson who will be a Manufacturing Committee member of [**] from the Effective Date until [**] and then the Manufacturing Committee chairperson will alternate on an annual basis between being a Manufacturing Committee member of CANbridge and a Manufacturing Committee member of LogicBio. The chairperson will be responsible for calling and convening meetings (subject to Section 4.2.6(c) (Meetings)), but will have no special authority over the other members of the Manufacturing Committee, and will have no additional voting rights.

(c) **Meetings**. The Manufacturing Committee will meet [**] during the LogicBio Manufacturing Period. Except as set forth in the foregoing sentence, the general terms of Section 4.2.3 (Meetings) will apply to the Manufacturing Committee.

(d) **Responsibilities**. The Manufacturing Committee will, in each case other than to the extent included within the responsibilities of the JSC or the LB-001 JSC:

(i) oversee LogicBio's Manufacture of the Products under Section 7.1 (Manufacture and Supply of Products);

(ii) prepare the Manufacturing Technology Transfer Plan and submit to the JSC for approval pursuant to 7.1.1(c) (Manufacturing Technology Transfers);

(iii) coordinate the Manufacturing Technology Transfers under Section 7.1.1(c) (Manufacturing Technology Transfers);

(iv) [**] relating to LogicBio's Manufacture of the Products under Section 7.1 (Manufacture and Supply of Products); and

(v) perform such other functions expressly allocated to the Manufacturing Committee in this Agreement or by the written agreement of the Parties.

For clarity, except as otherwise agreed by the Parties, the Manufacturing Committee will not have any decision-making authority.

(e) **Disbandment**. Unless otherwise agreed by the Parties, the Manufacturing Committee will be disbanded following the completion of the Subsequent Manufacturing Technology Transfer under Section 7.1.1(c) (Manufacturing Technology Transfer).

4.2.7 **Decision Making**.

(a) **General Process**. The JSC and any Other Committee established pursuant to this Agreement, if any, will only have the powers expressly assigned to it in this Article 4 (Governance) and elsewhere in this Agreement and except as expressly set forth in this Agreement will not have the authority to: (a) modify or amend the terms and conditions of this Agreement; (b) waive or determine either Party's compliance with the terms and conditions of this Agreement or the Research Plan; or (c) determine any issue in a manner that would conflict with the express terms and conditions of this Agreement. All decisions of the JSC and any Other Committee will be made by unanimous vote, with each Party's representatives having one vote (*i.e.*, one vote per Party). No action taken at any meeting of the JSC or any Other Committee will be effective unless there is a quorum at such meeting, and at all such meetings, a quorum will be reached if one voting representative of each Party is present or participating in such meeting. Except as otherwise expressly set forth in this Agreement, the phrase "determine," "select," "confirm," "approve," or "determine whether to approve" by the JSC and any Other Committee and similar phrases used in this Agreement will mean approval in accordance with this Section 4.2.5 (Decision Making), including the escalation and tie-breaking provisions herein.

(b) **Decisions of the JSC**. The JSC will use good faith efforts to promptly resolve any such matter for which it has authority. If, after the use of good faith efforts, the JSC is unable to resolve any matter that is within the scope of the JSC's authority or any other disagreement between the Parties that the Parties may agree to refer to the JSC, in each case, within a period of [**], then a Party may refer such matter for resolution in accordance with Section 4.2.7(c) (Referral to Executive Officers) to the Chief Executive Officer of LogicBio (or an executive officer of LogicBio designated by the Chief Executive Officer of LogicBio who has the power and authority to resolve such matter) and the Chief Executive Officer of CANbridge (or an executive officer of CANbridge designated by the Chief Executive Officer who has the power and authority to resolve such matter) (collectively, the "**Executive Officers**").

(c) **Referral to Executive Officers**. If a Party makes an election under Section 4.2.7(b) (Decisions of the JSC) to refer a matter within the scope of the JSC's authority on which the JSC cannot reach a consensus decision for resolution by the Executive Officers, then the JSC will submit in writing the respective positions of the Parties to their respective Executive Officers. The Executive Officers will [**] to resolve any such matter so referred to them [**].

(d) **Resolution of Disputes**. If the Executive Officers are unable to reach agreement on any such matter referred to them within [**] after such matter is so referred (or such other period as the Executive Officers may agree upon),

then, subject to the terms of this Agreement, including Section 4.2.8 (Limits on JSC Decision Making Authority):

(i) **No Change; Status Quo**. Neither Party will have final decision-making authority over [**] must be decided by unanimous agreement of the Parties.

(ii) **Mutual Agreement**. Notwithstanding any provision to the contrary in this Agreement, [**] may only be approved by the JSC by consensus or by mutual written agreement of the Executive Officers.

(iii) **LogicBio Decisions**. LogicBio will have the final decision-making authority with respect to [**].

(iv) **CANbridge Decisions**. Except as set forth [**] CANbridge will have final decision-making authority.

4.2.8 **Limits on JSC Decision Making Authority**. Notwithstanding any provision to the contrary set forth in this Agreement, including Section 4.2.7(d) (Resolution of Disputes), in no event will any Party alone have the power or authority to: (a) modify or amend the terms and conditions of this Agreement (excluding the Research Plan); (b) impose any requirements on the other Party to undertake obligations beyond those for which it is responsible, or to forgo any of its rights, under this Agreement; (c) after the Initial Research Plan Amendment has been approved, make any material changes to the Research Plan, including any material reallocation of activities under the Research Plan or any material amendment to the Research Plan to add activities to the Research Plan, unless such changes [**]; (d) if the decision-making Party is CANbridge, allocate any activity to LogicBio under the Research Plan if the costs of such activity are not reasonably included in the Research Budget; (e) waive such Party's compliance with the terms and conditions of this Agreement; (f) determine any issue in a manner that would conflict with the express terms and conditions of this Agreement; (g) impose any requirement on the other Party to perform any act that the other Party reasonably believes (i) to be inconsistent with Applicable Law, or (ii) would cause the other Party to infringe or misappropriate any Intellectual Property of any Third Party; (h) make any determination that such Party has fulfilled its obligations under this Agreement or that the other Party has breached this Agreement; or (i) make any decision that is expressly stated to require the mutual agreement of the Parties or approval of the other Party and to not be subject to the decision-making authority of the other Party under Section 4.2.7(d) (Resolution of Disputes).

4.3 **Other Committees.** If agreed by the Parties, the JSC may form other committees or working groups as may be necessary or desirable to facilitate the activities under this Agreement (each such committee and the Manufacturing Committee, an "**Other Committee**"). A Party may refer any dispute on a matter within an Other Committee's authority to the JSC for resolution. No such Other Committees' authority may exceed that specified for the JSC in this Article 4 (Governance).

4.4 **LB-001 Joint Steering Committee**.

4.4.1 **Formation; General Terms**. Within [**] following LB-001 Option Exercise, the Parties will establish a joint steering committee to oversee the activities under this Agreement with respect to LB-001 (the "**LB-001 JSC**"), with solely the functions

described below. The general terms of Section 4.2.1 (Formation) through Section 4.2.3 (Meetings) will apply to the LB-001 JSC, *mutatis mutandis*; *provided* that (a) the LB-001 JSC chairperson will [**] a LB-001 JSC member from [**] and (b) the LB-001 JSC will meet [**] during the Term following LB-001 Option Exercise.

4.4.2 **Responsibilities of LB-001 JSC**. The JSC will:

(a) subject to LogicBio's rights under Section 6.2.3 (LB-001 Development Plan) review the LB-001 Development Plan (or any material updates thereto) for the Development of LB-001 in Greater China conducted by or on behalf of CANbridge and the Global Development Plan for LB-001 for the Development of LB-001 outside of Greater China conducted by or on behalf of LogicBio;

(b) review CANbridge's regulatory activities and strategy for LB-001 in Greater China and the global regulatory strategy for LB-001 outside Greater China;

(c) subject to any other applicable terms of this Agreement, facilitate the exchange of data, information, material or results relating to the Development of LB-001 required to be provided to the LB-001 JSC pursuant to this Agreement;

(d) facilitate the exchange of LogicBio LB-001 Technology that is necessary or useful for CANbridge to Develop and Commercialize LB-001;

(e) review and discuss the LB-001 Commercialization Plan and summaries of LB-001 Commercialization activities undertaken by or on behalf of CANbridge;

(f) review and discuss the Global Commercialization Plan for LB-001, and any updates thereto, provided by LogicBio;

(g) coordinate the wind-down of each Party's efforts under this Agreement with respect to LB-001, as described in Section 13.8.1(a) (Effects of Termination; Effects of Termination Generally; Wind-Down);

(h) serve as a forum for the discussion of Development and Commercialization activities with respect to LB-001.

4.4.3 **LB-001 JSC Decision-Making.** The LB-001 JSC will be a consultative body and will not have any independent decision-making authority unless otherwise agreed to by the Parties.

ARTICLE 5
REGULATORY MATTERS

5.1 **Regulatory Matters for Products**.

5.1.1 **Lead Regulatory Party**. On a Target-by-Target basis, (a) prior to [**] for a given Target, LogicBio will be the "**Lead Regulatory Party**" with respect to all Products Directed to such Target and (b) thereafter, CANbridge will be the "**Lead Regulatory Party**" with respect to all Products Directed to such Target.

5.1.2 **Responsibility**. Except as otherwise provided in this Agreement or in the Research Plan, the Lead Regulatory Party will be solely responsible for, and will have sole control over, preparing, filing, and maintaining Regulatory Submissions and communicating with Regulatory Authorities in the Territory with respect to each Product within the CANbridge Field [**], *provided* that, [**]. The Lead Regulatory Party will use [**] to prepare, file, and maintain Regulatory Submissions and communicate with Regulatory Authorities in the Territory with respect to each Product within the CANbridge Field, and to otherwise fulfill its regulatory responsibilities under the Research Plan. Each Party will, and will cause its Affiliates to, reasonably cooperate with the applicable Lead Regulatory Party with respect to all regulatory matters relating to the Products in the CANbridge Field in the Territory, *provided* that [**].

5.1.3 **Involvement of Non-Lead Regulatory Party**. The Lead Regulatory Party will:

(a) provide the other Party with (i) reasonable advance notice (and in no event less than [**] advance notice unless impracticable) of substantive meetings with any Regulatory Authority that relate to the applicable Product in the CANbridge Field and that are either scheduled with, or initiated by or on behalf of, the Lead Regulatory Party or its Affiliates, and (ii) an opportunity to have a representative participate in such meetings with any Regulatory Authority, if reasonably practicable and such attendance by the other Party does not limit the number of Lead Regulatory Party representatives at any such meeting;

(b) keep the other Party reasonably informed as to all material interactions with Regulatory Authorities with respect to the applicable Product in the CANbridge Field; and

(c) provide the other Party with a copy of any material documents, information, reports, and correspondence (i) proposed to be submitted to any Regulatory Authority reasonably in advance of such submission and consider in good faith any comments received from the other Party, and (ii) received from any Regulatory Authority as soon as reasonably practicable (including a written summary of any communications in which the other Party did not participate), in each case ((i) and (ii)) to the extent related to such Product in the CANbridge Field.

5.1.4 **Ownership of Regulatory Submissions**. As between the Parties, all Regulatory Submissions relating to the Products in the Territory within the CANbridge Field will be [**].

5.1.5 **Transfer of Regulatory Submissions and Data**.

(a) **Transfer of Regulatory Submissions**. On a Target-by-Target basis, within [**], LogicBio will deliver and assign to CANbridge (or a mutually agreed upon Third Party) copies (in electronic or other format) of those Regulatory Submissions, if any, Controlled by LogicBio or its Affiliates at such time that relate to the Development, Commercialization or Manufacture of Products with respect to such Target (the "**Assigned Regulatory Submissions**").

(b) **Disclosure of Pre-Clinical Data**. On a Target-by-Target basis, in connection with the assignment of Regulatory Submissions provided for in Section 5.1.5(a) (Transfer of Regulatory Submissions), LogicBio will provide to CANbridge (or a mutually agreed upon Third Party) separate copies (in electronic or other format) of the study reports from all studies conducted under the Research Plan that are Controlled by LogicBio and that relate to the Products Directed to such Target (to the extent not previously provided to CANbridge or a mutually agreed upon Third Party).

(c) **Cooperation**. Subject to the terms and conditions of this Agreement, on a Target-by-Target basis, upon the request of CANbridge, LogicBio will execute and deliver, or will cause to be executed and delivered, to CANbridge (or a mutually agreed upon Third Party) such endorsements, assignments, and other documents as may be reasonably necessary to assign, convey, transfer, and deliver to CANbridge, all of LogicBio's rights, title, and interests in and to the applicable Assigned Regulatory Submissions, including submitting to the applicable Regulatory Authority a letter or other necessary documentation (with copy to CANbridge) notifying such Regulatory Authority of the transfer of ownership of the relevant INDs assigned to CANbridge pursuant to Section 5.1.5(a) (Transfer of Regulatory Submissions).

5.1.6 **Safety Database**. CANbridge will own the global safety database with respect to all Products. Except as expressly set forth in Section 5.1.7 (Pharmacovigilance), throughout the Development and Commercialization of each Product, CANbridge will assume responsibility for maintaining the global safety database, and filing of all required safety reports to all Regulatory Authorities in the Territory, including annual safety reports and communication with Regulatory Authorities throughout the Territory regarding all Adverse Events for the Products. Without limiting the foregoing, the Parties will cooperate with regard to the reporting and handling of safety information involving any Product in accordance with Applicable Laws and other regulations on pharmacovigilance and clinical safety.

5.1.7 **Pharmacovigilance**. Not later than the date on which the first IND with respect to a Product is submitted to a Regulatory Authority, the Parties will execute a pharmacovigilance agreement on reasonable and customary terms that will provide, among other things, guidelines and responsibilities for (a) the receipt, investigation, recording, review, communication, reporting, and exchange between the Parties of Adverse Event reports and other safety information relating to the Products, (b) appropriate reconciliation procedures to ensure adequate and compliant exchange of safety data related to the Products, and (c) contact with Regulatory Authorities with respect to the foregoing, in each case ((a)-(c)), in accordance with Applicable Law (each, a "**Pharmacovigilance Agreement**"). The Pharmacovigilance Agreement will contain terms no less stringent than those required by ICH Guidelines or other applicable guidelines in order to allow the Parties to meet the applicable regulatory and legal requirements regarding the management of safety data under Applicable Law throughout the Territory.

5.1.8 **Recalls and Voluntary Withdrawals**. CANbridge will use [**] to notify LogicBio promptly, but in no event later than [**], following its determination that any event, incident, or circumstance has occurred that may result in the need for a recall, market suspension, or market withdrawal of a Product in the Territory and will include in such

notice the reasoning behind such determination. CANbridge will have the [**]. For all recalls, market suspensions, or market withdrawals undertaken pursuant to this Section 5.1.8 (Recalls and Voluntary Withdrawals), CANbridge will be [**].

5.1.9 **Right of Reference**. Each Party hereby grants to the other Party and its designees a right of reference under all Regulatory Submissions Controlled by said Party or its Affiliates for each Product that pertain solely to the safety of the Product, as reasonably determined by the grantor Party, in the case of LogicBio as the grantee Party, for purposes of obtaining and maintaining approvals for products other than the Products or to Develop products other than the Products anywhere in the world and, in the case of CANbridge as the grantee Party, for purposes of obtaining and maintaining approvals for the Products or to Develop the Products anywhere in the world. Each Party will, and will ensure that its Affiliates will, take actions reasonably necessary to effect such grant of right of reference to the other Party (or its designee), including by providing the other Party with sufficient rights to grant the right of reference described in this Section 5.1.9 (Right of Reference) and making such filings as may be required by Regulatory Authorities to record such grant.

5.2 **LB-001 Regulatory Matters**. Notwithstanding anything to the contrary in this Agreement, the terms of this Section 5.2 (LB-001 Regulatory Matters) will apply only following LB-001 Option Exercise.

5.2.1 **Responsibility**. Except as otherwise provided in this Agreement, CANbridge will be solely responsible for, and will have sole control over, preparing, filing, and maintaining Regulatory Submissions and communicating with Regulatory Authorities in Greater China with respect to LB-001 within the CANbridge Field [**]. CANbridge will use [**] to prepare, file, and maintain Regulatory Submissions and communicate with Regulatory Authorities in Greater China with respect to LB-001 within the CANbridge Field. LogicBio will, and will cause its Affiliates to, reasonably cooperate with CANbridge with respect to all regulatory matters relating to LB-001 in the CANbridge Field in Greater China. [**]. CANbridge shall keep LogicBio promptly informed of regulatory developments related to LB-001 in the CANbridge Field in the People's Republic of China and shall promptly notify LogicBio in writing of any decision by any Regulatory Authority in the People's Republic of China regarding LB-001.

5.2.2 **Regulatory Submissions**

(a) CANbridge will provide LogicBio with copies of all Regulatory Submissions with respect to LB-001 in Greater China in the form actually submitted to the applicable Regulatory Authority, promptly following receipt or submission of such correspondence, which Regulatory Submissions may be shared with LogicBio's Third Party licensee's of rights to LB-001 outside of Greater China if LogicBio has the right to share filings made by such Third Parties with respect to LB-001 as described below. LogicBio will provide to CANbridge copies of all Regulatory Submissions of LogicBio or its Third Party licensees that are in LogicBio's possession and Control in the form actually submitted to Regulatory Authorities for LB-001 outside Greater China; *provided* that, with respect to any Regulatory Submission of a Third Party licensee of LogicBio, upon the reasonable request of CANbridge, (i) if LogicBio has the right to receive copies of such Regulatory Submission and to share such copies

with CANbridge under the applicable Third Party license agreement, then LogicBio will [**] to obtain copies of such Regulatory Submission from the applicable Third Party licensee and (ii) if LogicBio does not have the right to receive copies of such Regulatory Submission or to share such copies with CANbridge under the applicable Third Party license agreement, then LogicBio will [**] to (A) obtain copies of such Regulatory Submission from the applicable Third Party licensee and (B) request any required consent from the applicable Third Party licensee to permit LogicBio to disclose such copies to CANbridge.

(b) As part of CANbridge's updates to the LB-001 JSC pursuant to Section 4.4.2 (Responsibilities of LB-001 JSC), CANbridge will provide LogicBio with a high-level summary of all substantive regulatory activities undertaken by or on behalf of CANbridge with respect to LB-001 in Greater China in the preceding [**], and plans for regulatory matters with respect to LB-001 in Greater China [**], including a high-level summary of all substantive interactions with Regulatory Authorities relating to LB-001. In addition to the foregoing, CANbridge will provide [**] written notice to LogicBio of LB-001 regulatory submissions, regulatory correspondence, regulatory interactions, regulatory approvals, withdrawals, safety-related label changes, and other matters, in each case that are reasonably likely to have a significant effect on LB-001 outside of Greater China. Subject to any confidentiality restrictions applicable to LogicBio, LogicBio will keep CANbridge reasonably informed regarding the status and progress of development activity related to LB-001 outside of Greater China as part of its updates to the LB-001 JSC pursuant to Section 4.4.2 (Responsibilities of LB-001 JSC).

(c) CANbridge will provide LogicBio with advance copies of the first application for Regulatory Approval made in Greater China with respect to LB-001, in each case reasonably in advance of submission to a Regulatory Authority (and, to the extent such copies are not in English, English-language versions thereof). CANbridge will provide LogicBio with a reasonable opportunity to review and comment on such advance copies.

5.2.3 **Ownership of LB-001 Regulatory Submissions**. As between the Parties, all Regulatory Submissions relating to LB-001 in Greater China within the CANbridge Field will be owned by [**].

5.2.4 **Regulatory Support**. From time to time, upon CANbridge's request, LogicBio will use [**] to respond to CANbridge's queries in connection with the Regulatory Approval of LB-001 in Greater China, [**]. *provided* that LogicBio will not have an obligation to conduct more than [**] activities in the aggregate in response to such queries.

5.2.5 **LB-001 Right of Reference**. LogicBio hereby grants to CANbridge a right of reference under all Regulatory Submissions Controlled by LogicBio or its Affiliates for LB-001 solely to Develop or Commercialize LB-001 in the CANbridge Field in Greater China subject to the terms and conditions of this Agreement. CANbridge hereby grants to (a) LogicBio, (b) its Affiliates and (c) any current or future licensee of LogicBio with respect to LB-001 who provides equivalent access and a right of reference to all of its Regulatory Submissions pertaining to LB-001 to CANbridge

through LogicBio solely to develop, manufacture or commercialize LB-001 in Greater China in accordance with the terms and conditions of this Agreement, in each case ((a)-(c)) a right of reference under all Regulatory Submissions Controlled by CANbridge or its Affiliates or Sublicensees for LB-001 solely to develop, manufacture or commercialize LB-001 outside Greater China in accordance with the terms and conditions of this Agreement. Each Party will, and will ensure that its Affiliates and, if applicable, Sublicensees will, take actions reasonably necessary to effect such grant of right of reference to the other Party (or its designee), including by making such filings as may be required by Regulatory Authorities to record such grant.

5.2.6 **LB-001 Safety Database; Pharmacovigilance**. LogicBio will own the global safety database with respect to LB-001. LogicBio will be responsible for maintaining the global safety database for LB-001, and for filing of all required safety reports with respect to LB-001 to all Regulatory Authorities, including annual safety reports and communication with Regulatory Authorities regarding all Adverse Events for LB-001 throughout the world. No later than [**] following LB-001 Option Exercise, the Parties will enter into a pharmacovigilance agreement with respect to LB-001. Each Party will conduct activities designated to such Party under such pharmacovigilance agreement [**].

5.2.7 **LB-001 Recalls and Voluntary Withdrawals**. CANbridge will have the [**] recall and voluntarily withdraw LB-001 solely in Greater China on the terms set forth in Section 5.1.8 (Recalls and Voluntary Withdrawals), *mutatis mutandis*.

ARTICLE 6
CLINICAL DEVELOPMENT AND COMMERCIALIZATION

6.1 Development and Commercialization of Products

6.1.1 **Clinical Development and Medical Affairs**. On a Target-by-Target basis, following the end of the Research Phase with respect to a Target, CANbridge will have [**] with respect to, the further Development of, and the performance of all Medical Affairs with respect to, all Products Directed to such Target in the CANbridge Field, subject to the terms and conditions of this Agreement and, if applicable, the Co-Development and Co-Commercialization Agreement.

6.1.2 **Commercialization**.

(a) **Activities**. Subject to the terms of this Agreement and, if applicable, the Co-Development and Co-Commercialization Agreement, CANbridge will have [**], the Commercialization of all Products, including for each Product: (a) developing and executing a commercial launch and pre-launch plan; (b) marketing and promotion; (c) booking sales and distribution and performance of related services; (d) handling all aspects of order processing, invoicing and collection, inventory, and receivables; (e) publications; (f) providing customer support, including handling medical queries, and performing other related functions; and (g) conforming its practices and procedures in all material respects to Applicable Law relating to the marketing, detailing, and promotion of Products in the CANbridge Field in the Territory.

(b) **Trademarks**. CANbridge will own all Trademarks used in connection with the Exploitation of the Products in the CANbridge Field in the Territory, and have [**], for all matters relating to the selection and use of such trademarks, including the selection, filing, prosecution, maintenance, defense, and enforcement thereof. Throughout the Term and thereafter, LogicBio will not adopt or use, register or attempt to register in the Territory any Trademark, domain name, or similar commercial symbol that includes, or is confusingly similar to, CANbridge's trademarks used in connection with any Products.

6.1.3 **Diligence Obligations**.

(a) **Development Diligence Obligations**. Following the end of the Research Phase with respect to a Target, CANbridge, itself or through its Affiliates, Sublicensees, or subcontractors, will use Commercially Reasonable Efforts to Develop and seek Regulatory Approval for one Product directed to such Target in each of [**].

(b) **Development Plan**. With respect to each Target, prior to the end of the Research Phase with respect to such Target, CANbridge will deliver to the JSC for review and approval a written plan setting forth [**] planned for the Products Directed to such Target (each such plan approved by the JSC, a "**Development Plan**"), and from time to time thereafter, CANbridge will deliver proposed amendments to the Development Plans to the JSC for review and approval. The Development Plan shall at all times include activities sufficient for CANbridge to meet its obligation pursuant to Section 6.1.3(a) (Development Diligence Obligations). Except as otherwise set forth in the Research Plan or in this Agreement, neither CANbridge nor its Affiliates or their respective Sublicensees will Develop any Product other than in a manner consistent with the then-current Development Plan with respect to such Product.

(c) **Development Reports**. With respect to each Target, following the end of the Research Phase with respect to such Target, CANbridge will, within [**] after the end of each Calendar Year, provide LogicBio with annual written reports summarizing its and its Affiliates' and Sublicensees' significant Development activities with respect to such Target hereunder during the preceding Calendar Year, including a summary of the data, timelines, and results of such Development, in each case, to the extent that CANbridge has the right to disclose such information to LogicBio without violating any confidentiality or other obligations to any Third Party. Such reports will be Confidential Information of CANbridge and subject to the terms and conditions set forth in Article 10 (Confidentiality). In addition, the Parties will discuss the status, progress, and results of Development of the Products Directed to each Target conducted by or on behalf of CANbridge [**].

(d) **Commercialization Diligence Obligations**. Upon receipt of approval of the applicable MAA for a given Product [**] by the applicable Regulatory Authorities, CANbridge, itself or through its Affiliates or Sublicensees, will use Commercially Reasonable Efforts to obtain Regulatory Approval for such Product [**]. Following receipt of Regulatory Approval for a Product in each

country in the Territory, CANbridge will use Commercially Reasonable Efforts to Commercialize such Product in such country.

(e) **Commercialization Plan; Commercialization Reports**. [**] in advance of the anticipated date of the first Regulatory Approval for a Product, CANbridge will deliver to the JSC for review a written plan setting forth in reasonable detail the major Commercialization activities planned for such Product (each such plan, a "**Commercialization Plan**"). The Commercialization Plan shall at all times include activities sufficient for CANbridge to meet its obligation pursuant to Section 6.1.3(d) (Commercialization Diligence Obligations). From time to time thereafter, CANbridge will deliver proposed amendments to the Commercialization Plans to the JSC for review. Except as otherwise set forth in this Agreement, neither CANbridge nor its Affiliates or their respective Sublicensees will Commercialize any Product other than in a manner consistent with the then-current Commercialization Plan with respect to such Product. On an annual basis after approval of the applicable Commercialization Plan, CANbridge will, within [**] after the end of each Calendar Year, provide LogicBio with written reports summarizing its and its Affiliates' and Sublicensees' significant Commercialization activities with respect to Products hereunder during the preceding Calendar Year and any updates to its planned Commercialization activities, to the extent that CANbridge has the right to disclose such information to LogicBio without violating any confidentiality or other obligations to any Third Party. CANbridge agrees and acknowledges that, notwithstanding any provision to the contrary in this Agreement, LogicBio may disclose any Commercialization plan or report provided under this Section 6.1.3(e) (Commercialization Plan; Commercialization Reports) to CMRI under the obligations of confidentiality and non-use set forth in the CMRI Agreement.

6.2 **Development and Commercialization of LB-001**

6.2.1 **Development and Medical Affairs**. Following LB-001 Option Exercise, as between the Parties, CANbridge will have [**], the further Development of, and the performance of all Medical Affairs with respect to, LB-001 in the CANbridge Field in Greater China, subject to the terms and conditions of this Agreement.

6.2.2 **Technology Transfer after LB-001 Option Exercise**. Within [**] following LB-001 Option Exercise (or such longer time period as mutually agreed by the Parties), LogicBio will transfer to CANbridge or its designated Affiliate a copy of all LogicBio LB-001 Know-How in its possession or Control as of the date of LB-001 Option Exercise, including all such LB-001 Know-How that LogicBio [**] for CANbridge to Exploit LB-001, and including any documentation (whether held in paper or electronic format) or similar removable media, at CANbridge's cost and expense.

6.2.3 **Global Development and Commercialization of LB-001.** Notwithstanding anything to the contrary in this Agreement, the terms of this Section 6.2.3 (Global Development and Commercialization of LB-001) will only apply following LB-001 Option Exercise.

(a) **Global Development Plan**. Following LB-001 Option Exercise, LogicBio will prepare a written plan setting forth the major Development activities planned for LB-001 to achieve Regulatory Approval for LB-001 [**] (such

plan, as may be updated from time to time in accordance with this Section 6.2.3(a) (Global Development Plan), the "**Global Development Plan for LB-001**"). LogicBio will deliver a draft of the Global Development Plan for LB-001 to the LB-001 JSC for review at the first LB-001 JSC meeting and shall thereafter provide the LB-001 JSC with updates, if any, to the Global Development Plan for LB-001 no less frequently than [**]. The LB-001 JSC shall have no right to approve the Global Development Plan for LB-001 or any update thereto but LogicBio shall take any comments provided by the LB-001 JSC into good faith consideration. [**].

(b) **Global Development Reports**. LogicBio will, within [**] after the end of each Calendar Year after LB-001 Option Exercise, provide the LB-001 JSC with [**] written reports summarizing its and its Affiliates' and sublicensees' significant Development activities with respect to LB-001 during [**], including a summary of the data, timelines, and results of such Development. Such reports will be Confidential Information of LogicBio and subject to the terms and conditions set forth in Article 10 (Confidentiality). In addition, the Parties will discuss the status, progress, and results of Development of LB-001 conducted by or on behalf of LogicBio and its Affiliates and sublicensees [**].

(c) **Global Commercialization Plan**. Following LB-001 Option Exercise, reasonably in advance of the anticipated date of the first Regulatory Approval for LB-001 [**], LogicBio will deliver to the LB-001 JSC for review a written plan setting forth [**] planned for LB-001 outside of Greater China, as appropriate given the stage of Development of LB-001 at such time (such plan, as may be amended from time to time in accordance with this Section 6.2.3(c) (Global Commercialization Plan), the "**Global Commercialization Plan for LB-001**"). From time to time thereafter, LogicBio will deliver proposed amendments to the Global Commercialization Plan for LB-001 to the LB-001 JSC for review. The LB-001 JSC shall have no right to approve the Global Development Plan for LB-001 but LogicBio shall take any comments provided by the LB-001 JSC into good faith consideration. [**].

(d) **LogicBio Obligations to Third Party Partners**. Notwithstanding anything to the contrary in this Agreement, including in Section 6.2.3 (Global Development and Commercialization of LB-001), LogicBio's obligation to include information in any of the Global Development Plan for LB-001, the Global Commercialization Plan for LB-001, or any updates to the foregoing or reports related to the Development or Commercialization of LB-001 will in each case be subject to LogicBio's obligations of confidentiality to any Third Party licensee that has rights to Develop or Commercialize LB-001 outside Greater China.

6.2.4 **LB-001 Development Plan**.

(a) Within [**] following LB-001 Option Exercise (or such longer time period as mutually agreed by the Parties), CANbridge will provide to LogicBio a copy of a written plan setting forth [**] for LB-001 in Greater China, which written plan shall at all times include [**] that are intended to support Regulatory Approval of LB-001 in Greater China (the "**LB-001 Development Plan**"). The LB-001 Development Plan shall at all times include activities sufficient for

CANbridge to meet its obligation pursuant to Section 6.2.7 (LB-001 Development Diligence) and will be consistent with the then-current Global Development Plan for LB-001 provided to CANbridge under Section 6.2.3(a) (Global Development Plan). CANbridge will promptly provide to LogicBio any material updates to the LB-001 Development Plan. The LB-001 Development Plan and any proposed material updates to the LB-001 Development Plan will be in sufficient detail to permit LogicBio to assess whether Development activities with respect to LB-001 in Greater China would be likely to [**] on the development or commercialization of LB-001 outside of Greater China. Without limiting the foregoing, for purposes of this Section 6.2.4(a), a "material update" will include [**].

(b) Neither CANbridge nor its Affiliates nor their respective Sublicensees will Develop LB-001 in any manner that [**]. Without limiting the foregoing, neither CANbridge nor its Affiliates nor their respective Sublicensees will undertake any Development activities for LB-001 set forth in the LB-001 Development Plan or an update to the LB-001 Development Plan prior to the later of (i) [**] following LogicBio's receipt of the LB-001 Development Plan or update under Section 6.2.4(a) and (ii) if there is a LB-001 Development Dispute with respect to the LB-001 Development Plan or update, [**] in accordance with Section 6.2.5 (LB-001 Development Dispute).

6.2.5 **LB-001 Development Dispute**. If LogicBio determines, in its reasonable discretion, that any Development activity proposed to be conducted by or on behalf of CANbridge or its Affiliates or their respective Sublicensees with respect to LB-001, as set forth in the LB-001 Development Plan or any update thereto, [**] and would be likely to [**] (an "**LB-001 Development Dispute**"), then LogicBio will notify CANbridge and the LB-001 JSC of such LB-001 Development Dispute within [**] of LogicBio's receipt of the LB-001 Development Plan or update, as applicable, and at the request of either Party, such LB-001 Development Dispute will be submitted to the Parties' Executive Officers for resolution. If LogicBio does not provide notice of an LB-001 Development Dispute in accordance with the preceding sentence [**]. The Executive Officers will meet (in person or by teleconference) to attempt in good faith to resolve such matter through discussions promptly following submission thereof, and in any event within [**] thereafter, unless otherwise mutually agreed upon by the Executive Officers. In the event that the Executive Officers are unable to resolve such issue within [**] of the issue being presented to them, [**], but will only exercise such right in good faith after full consideration of the positions of both Parties and will communicate its decision with respect to such LB-001 Development Dispute to [**] in writing within [**] after referral of such LB-001 Development Dispute to the Executive Officers. [**] to conduct the Development activity that is the subject of the LB-001 Development Dispute, CANbridge and its Affiliates and their respective sublicensees will have the right to conduct such Development activity solely in accordance with the LB-001 Development Plan or update that is the subject of such LB-001 Development Dispute, without further objection by LogicBio. For clarity, if CANbridge further updates the LB-001 Development Plan regarding any Development activity that has been previously approved by LogicBio under this Section 6.2.5 (LB-001 Development Dispute), LogicBio will have the right to review and object to such update to the LB-001 Development Plan pursuant to this Section 6.2.5 (LB-001 Development Dispute).

6.2.6 **Reports of LB-001 Development Activities**. Following LB-001 Option Exercise, each Party will report on any and all Development activities undertaken by or on behalf of such Party or its Affiliates with respect to LB-001 in Greater China or outside Greater China, as applicable, in connection with meetings of the LB-001 JSC; *provided* that, LogicBio's obligation to provide such report will be subject to any Third Party confidentiality obligations.

6.2.7 **LB-001 Development Diligence**. Following LB-001 Option Exercise, CANbridge, itself or through its Affiliates, Sublicensees, or subcontractors, will use Commercially Reasonable Efforts to Develop and seek Regulatory Approval for LB-001 [**] in Greater China.

6.2.8 **LB-001 Commercialization Activities**. Subject to the terms of this Agreement, following LB-001 Option Exercise, CANbridge will [**], the Commercialization of LB-001 in Greater China, including: (a) developing and executing a commercial launch and pre-launch plan; (b) marketing and promotion; (c) booking sales and distribution and performance of related services; (d) handling all aspects of order processing, invoicing and collection, inventory, and receivables; (e) publications; (f) providing customer support, including handling medical queries, and performing other related functions; and (g) conforming its practices and procedures in all material respects to Applicable Law relating to the marketing, detailing, and promotion of LB-001 in the CANbridge Field in the Territory.

6.2.9 **LB-001 Commercialization Diligence Obligations**. Following LB-001 Option Exercise, upon receipt of approval of the applicable MAA for LB-001 [**] in Greater China by the applicable Regulatory Authorities, CANbridge, itself or through its Affiliates or Sublicensees, will use Commercially Reasonable Efforts to obtain Regulatory Approval for LB-001 [**]. Following receipt of Regulatory Approval for LB-001 [**] in Greater China, CANbridge will use Commercially Reasonable Efforts to Commercialize LB-001 [**].

6.2.10 **LB-001 Commercialization Plan; Commercialization Reports**. Following LB-001 Option Exercise, reasonably in advance of [**], CANbridge will deliver to LogicBio a written plan setting forth [**] planned for LB-001 in Greater China. Such plan shall at all times include activities sufficient for CANbridge to meet its obligation pursuant to Section 6.2.9 (LB-001 Commercialization Diligence Obligations). On [**] thereafter, (a) CANbridge will within [**] after the end of [**], provide LogicBio with written reports summarizing its and its Affiliates' and Sublicensees' significant Commercialization activities with respect to LB-001 in Greater China during [**] and any updates to its planned Commercialization activities, to the extent that CANbridge has the right to disclose such information to LogicBio without violating any confidentiality or other obligations to any Third Party and (b) LogicBio will provide CANbridge with its then-current global brand strategy with respect to LB-001, to the extent that LogicBio has the right to disclose such information to CANbridge without violating any confidentiality or other obligations to any Third Party.

6.2.11 **Diversion**. Neither Party nor its Affiliates will, and each Party will take reasonable measures to ensure that its Third Party sublicensees and subcontractors do not, either directly or indirectly, promote, market, distribute, import, sell, or have sold LB-001 [**].

6.2.12 **LB-001 Trademarks and Domain Names**.

(a) **Trademarks and Domain Names**. LB-001 will be Commercialized in Greater China solely under those Trademarks and solely using those domain names that have been approved by the Parties in accordance with Section 6.2.12 (LB-001 Trademarks and Domain Names), after [**] consultation with the Parties' intellectual property counsel (each such approved Trademark, other than CANbridge House Marks or LogicBio House Marks, an "**LB-001 Trademark**" and each such approved domain name, other than those containing a CANbridge House Mark or LogicBio House Mark, an "**LB-001 Domain Name**").

(b) **Ownership**. Except as otherwise agreed by the Parties, [**] will own all LB-001 Trademarks and LB-001 Domain Names, subject to the license granted to [**] herein, and is responsible for the filing, prosecution, registration and maintenance of such LB-001 Trademarks and the registration and maintenance of such LB-001 Domain Names. If the Party that owns an LB-001 Trademark or LB-001 Domain Name decides not to file or continue to prosecute, register or maintain such LB-001 Trademark or obtain or maintain such LB-001 Domain Name in Greater China, it will give the other Party [**] notice to that effect sufficiently in advance of any deadline for any filing with respect to such LB-001 Trademark or LB-001 Domain Name in Greater China to permit the other Party to carry out such activity. After such notice, the other Party may undertake such activity on behalf of and in the name of the first Party. The expenses of the selection, filing, prosecution and maintenance of the LB-001 Trademarks and obtaining and maintaining the LB-001 Domain Names in Greater China will be borne [**]. Each Party will keep the other Party regularly apprised of the status of its activities under this Section 6.2.12(b) (Ownership) and will consult with such other Party [**] prior to taking any material action with respect to any such LB-001 Trademark or LB-001 Domain Name.

(c) **Trademark and Domain Name Use**. The manner of use of the LB-001 Trademarks and the LB-001 Domain Names will be subject to periodic review by the Parties. CANbridge will not use the LB-001 Trademarks in a way that is inconsistent with the trademark usage guidelines and the usage instructions approved by the Parties pursuant to Section 6.2.12 (LB-001 Trademarks and Domain Names). Neither Party will use a Trademark confusingly similar to any of the LB-001 Trademarks with any of its other products in Greater China or, except as otherwise provided herein, use the LB-001 Trademarks in combination with its other Trademarks in Greater China in a manner which would create a composite or combination marks. The Parties will utilize the LB-001 Trademarks and the LB-001 Domain Names within Greater China only in accordance with this Agreement and for no other product in Greater China. LogicBio may utilize the LB-001 Trademarks and the LB-001 Domain Names outside of Greater China, provided that such use is not reasonably likely to cause confusion or devalue the LB-001 Trademark or LB-001 Domain Name, as applicable, in Greater China.

(d) **[**]**. Upon LB-001 Option Exercise, [**], to use and display the LB-001 Trademarks and to use the LB-001 Domain Names in connection with the Commercialization of LB-001 in Greater China in accordance with the terms

of this Agreement. All goodwill arising from the use of such LB-001 Trademarks and LB-001 Domain Names will inure to the benefit of [**].

(e) **Dispute Resolution**. In the event that the Parties do not reach mutual agreement with respect to any matter under Section 6.2.12 (LB-001 Trademarks and Domain Names) that requires mutual agreement of the Parties within [**] after such matter has been submitted to the Parties, either Party may submit the dispute to the Executive Officers. The Executive Officers will meet (in person or by teleconference) to attempt in good faith to approve such matter through discussions promptly following submission thereof, and in any event within [**] thereafter, unless otherwise mutually agreed upon by the executives or their designees. In the event that such individuals are unable to resolve such issue within such [**] period, the matter will not be approved and may be resolved by the Parties pursuant to the dispute resolution provisions in this Agreement.

ARTICLE 7
MANUFACTURING

7.1 **Manufacture and Supply of Products**.

7.1.1 **Manufacture of Products; Manufacturing Technology Transfers**.

(a) **Supply During LogicBio Manufacturing Period**. Subject to the oversight of the JSC, on a Product-by-Product basis, during the LogicBio Manufacturing Period with respect to a Product, LogicBio will have sole responsibility for all Manufacturing activities, including manufacturing process development activities and the selection of a mutually agreeable Third Party CMO for the conduct of Manufacturing activities, for such Product under the Agreement, and CANbridge will reimburse LogicBio for its costs and expenses incurred in connection with such Manufacture in accordance with the Research Budget pursuant to Section 8.6 (Payment of Research Costs). As of the Effective Date, the Parties agree that [**] is the Third Party CMO. LogicBio will perform its obligations set forth under this Section 7.1.1(a) (Supply During LogicBio Manufacturing Period) ("**LogicBio Manufacturing Activities**") as set forth in and in accordance with the Research Plan. The "**LogicBio Manufacturing Period**" means, on a Product-by-Product basis, the period that will commence on the Effective Date and [**].

(b) **Supply After LogicBio Manufacturing Period**. On a Product-by-Product basis, following the LogicBio Manufacturing Period with respect to a Product, CANbridge will have sole responsibility for, and sole decision-making authority with respect to, all Manufacturing activities, [**] for the Manufacture of such Product.

(c) **Manufacturing Technology Transfers**.

(i) **Initial Manufacturing Technology Transfer**. [**] following the initiation of the transfer of the [**] with respect to the Lead Product to LogicBio's then-current CDMO for the Lead Product (the "**LogicBio CDMO Process Transfer**"), LogicBio will notify

CANbridge thereof and [**] with respect to the Lead Product as determined by the Manufacturing Committee, [**] (the "**Initial Manufacturing Technology Transfer**"), and [**]. Notwithstanding the foregoing, the Parties will use [**] to conduct the Initial Manufacturing Technology Transfer [**] with the LogicBio CDMO Process Transfer to the extent [**] to the Development timeline for the Lead Product under the Research Plan.

(ii) **Subsequent Manufacturing Technology Transfer**. During the applicable period approved by the JSC, in anticipation of the conclusion of the LogicBio Manufacturing Period with respect to the Lead Product, LogicBio and CANbridge will [**] (each, a "**Designated CMO**") [**] is [**] to enable the Manufacture of the Lead Product, to the extent not previously [**] (the "**Subsequent Manufacturing Technology Transfer**," and, together with the Initial Manufacturing Technology Transfer, each a "**Manufacturing Technology Transfer**"), and [**].

(iii) **Manufacturing Technology Transfer Plan**. The Manufacturing Technology Transfers will be conducted pursuant to and will be subject to a written plan prepared by the Manufacturing Committee and approved by the JSC in good faith prior to the anticipated commencement of the Initial Manufacturing Technology Transfer (the "**Manufacturing Technology Transfer Plan**"), [**]. The Parties will use [**] efforts to agree upon the Manufacturing Technology Transfer Plan within [**] following the Effective Date. Without limiting the foregoing, in connection with the development of the Manufacturing Technology Transfer Plan, LogicBio will use [**]. For each Manufacturing Technology Transfer, each Party will use [**] to effect the full Manufacturing Technology Transfer as soon as possible following the commencement of such technology transfer activities. If requested by CANbridge, LogicBio will use [**].

7.1.2 **[**]**. If LogicBio is performing the LogicBio Manufacturing Activities through any Designated CMO, then, in connection with the Subsequent Manufacturing Technology Transfer, the Parties will discuss [**].

7.2 **Manufacture and Supply of LB-001**.

7.2.1 **Manufacturing During LB-001 Supply Period**. Following LB-001 Option Exercise, as between the Parties, LogicBio will have [**] (such period, the "**LB-001 Supply Period**"). Promptly following LB-001 Option Exercise, the Parties will negotiate [**] and enter into a clinical supply agreement [**] for the supply of LB-001 by LogicBio to CANbridge in Greater China at the LB-001 Supply Price during the LB-001 Supply Period, and a related quality agreement, which agreements will govern the terms and conditions of Manufacturing LB-001 for CANbridge's and its Affiliates' and Sublicensees' Development activities in Greater China during the LB-001 Supply Period. Prior to any commercial supply of LB-001 to CANbridge during the LB-001 Supply Period, the Parties will negotiate [**] a commercial supply agreement pursuant to which LogicBio will supply LB-001 to CANbridge for commercial use during the LB-001 Supply Period.

7.2.2 **Manufacturing Post-LB-001 Supply Period**. After the LB-001 Supply Period, LogicBio will, [**] either [**] LogicBio will have the right, during normal business hours, [**] CANbridge shall cooperate with LogicBio in the conduct of such inspection. [**].

ARTICLE 8
PAYMENTS AND ROYALTIES

8.1 **Upfront Payment**. Within [**] after the Effective Date, [**], CANbridge will pay LogicBio a onetime, nonrefundable, noncreditable upfront payment of Ten Million Dollars ($10,000,000).

8.2 **Additional Target Option Fee**. With respect to each Option Target for which CANbridge exercises the Additional Target Option, CANbridge will pay LogicBio a one-time, non-refundable, non-creditable payment of [**] Dollars ($[**]) within [**] of providing LogicBio written notice of its exercise of the Additional Target Option (the "**Additional Target Option Fee**").

8.3 **LB-001 Option Fee**. CANbridge will pay LogicBio a one-time, non-refundable, non-creditable payment of [**] Dollars ($[**]) within [**] of providing LogicBio written notice of its exercise of the LB-001 Option (the "**LB-001 Option Fee**").

8.4 **Payment of Research Costs**. CANbridge will reimburse LogicBio for [**] Research Costs incurred by LogicBio or its Affiliates in accordance with the Research Budget and the terms set forth in this Section 8.4 (Payment of Research Costs).

8.4.1 **Upfront Payment of Research Costs**. Within [**] after the Effective Date, CANbridge will pay LogicBio a one-time, non-refundable payment of Eight Hundred Seventy-Seven Thousand Five Hundred Dollars ($877,500), which amount will be credited against the payment of Research Costs under Section 8.4.2 (Quarterly Estimated Invoice).

8.4.2 **Quarterly Estimated Invoice**. Within [**] prior to the beginning of each Calendar Quarter after the first Calendar Quarter and until the completion of activities under the Research Plan, LogicBio will submit to CANbridge an invoice, which must include in [**] in such Calendar Quarter (each, a "**Quarterly Estimated Invoice**"). CANbridge will pay the amount set forth in each Quarterly Estimated Invoice within [**] after its receipt thereof; *provided* that CANbridge may credit the upfront amount paid under Section 8.4.1 (Upfront Payment of Research Costs) against payments by CANbridge under this Section 8.4.2 (Quarterly Estimated Invoice) and will only need to pay amounts set forth in any Quarterly Estimated Invoice starting with the Calendar Quarter in which the aggregate amounts in all Quarterly Estimated Invoices delivered prior to and for such Calendar Quarter exceed such upfront amount.

8.4.3 **Quarterly True-Up**. Within [**] after the end of each Calendar Quarter for which LogicBio submits to CANbridge a Quarterly Estimated Invoice, LogicBio will submit to CANbridge a report of Research Costs, if any, actually incurred by LogicBio or its Affiliates during such Calendar Quarter, or, if not included in a preceding Cost Report, Research Costs incurred by LogicBio or its Affiliates during a prior Calendar Quarter (each, a "**Cost Report**"). If the total amount set forth in the Cost Report for a given Calendar Quarter exceeds the total amount set forth in the Quarterly Estimated Invoice for such Calendar Quarter, then CANbridge will pay LogicBio the difference within [**] after its receipt of the applicable Cost Report. If the total amount set forth in the

Quarterly Estimated Invoice for a given Calendar Quarter exceeds the total amount set forth in the Cost Report for such Calendar Quarter, then the difference will be credited toward any subsequent payment made by CANbridge under Section 8.4.2 (Quarterly Estimated Invoice) or, if such Calendar Quarter is the last Calendar Quarter during which the Parties are conducting activities under the Research Plan, then the difference will be credited toward any subsequent payment by CANbridge under Section 8.5 (Milestone Payments) or Section 8.6 (Royalties for Products).

8.4.4 **Allowable Overrun**. Notwithstanding the foregoing or any provision to the contrary in this Section 8.4 (Payment of Research Costs), CANbridge will only reimburse LogicBio for the Research Costs incurred by LogicBio or its Affiliates in accordance with the Research Budget, *provided*, *however*, that if the Research Costs exceed the Research Budget for a given Calendar Year, then LogicBio may include such excess costs in a Quarterly Estimated Invoice and Cost Report, and CANbridge will reimburse such excess costs to the extent such excess costs do not exceed [**] (such amount, the "**Allowable Overrun**"), but will have no obligation to reimburse LogicBio beyond the Allowable Overrun.

8.4.5 **Adjustments to Research Budgets**. In the event that LogicBio, in its reasonable discretion, determines that Research Costs that are anticipated in a certain Calendar Year in the Research Budget will be incurred in a different Calendar Year, then (a) LogicBio will [**] notify CANbridge of such timing issue and (b) [**].

8.5 **Milestone Payments**.

8.5.1 **Development Milestones for Products**. On a Target-by-Target basis, within [**] after the first achievement of each milestone event set forth in this Section 8.5.1 (Development Milestones for Products) (each, a "**Development Milestone Event**") for the first Product Directed to a Target by or on behalf of CANbridge, any of its Affiliates or any Sublicensee, CANbridge will notify LogicBio in writing of the achievement of such Development Milestone Event and, within [**] of CANbridge's receipt of an invoice for such payment, CANbridge will make a non-refundable and non-creditable milestone payment to LogicBio in the amount set forth in this Section 8.5.1 (Development Milestones for Products) corresponding to such Development Milestone Event (each, a "**Development Milestone Payment**"). Each Development Milestone Payment will be payable [**].

TABLE 8.5.1 – Development Milestones for Products

Development Milestone Event	***Development Milestone Payment***
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]

[**].

8.5.2 **Development Milestones for LB-001**. Following LB-001 Option Exercise, within [**] after the first achievement of each milestone event set forth in this Section 8.5.2 (Development Milestones for LB-001) (each, an "**LB-001 Development Milestone Event**") for LB-001, the Party that achieves an LB-001 Development Milestone will notify the other Party in writing of the achievement of such LB-001 Development Milestone Event and, within [**] of CANbridge's receipt of an invoice for such payment, CANbridge will make a non-refundable and non-creditable milestone payment to LogicBio in the amount set forth in this Section 8.5.2 (Development Milestones for LB-001) corresponding to such LB-001 Development Milestone Event (each, an "**LB-001 Development Milestone Payment**"). [**].

TABLE 8.5.2 – Development Milestones for LB-001	
LB-001 Development Milestone Event	***LB-001 Development Milestone Payment***
[**]	[**]
[**]	[**]

[**].

8.5.3 **Sales Milestones for Products**. Within [**] after the first achievement of each milestone event set forth in this Section 8.5.3 (Sales Milestones for Products) (each, a "**Sales Milestone Event**") for each Product by or on behalf of CANbridge, any of its Affiliates or any Sublicensee, CANbridge will notify LogicBio in writing of the achievement of such Sales Milestone Event and, within [**] of CANbridge's receipt of an invoice for such payment, CANbridge will make a non-refundable and non-creditable milestone payment to LogicBio in the amount set forth in this Section 8.5.3 (Sales Milestones for Products) corresponding to such Sales Milestone Event (each, a "**Sales Milestone Payment**"). [**].

TABLE 8.5.2 – Sales Milestones for Products	
Sales Milestone Event	***Sales Milestone Payment***
[**]	[**]
[**]	[**]
[**]	[**]

8.5.4 **Sales Milestones for LB-001**. Following LB-001 Option Exercise, within [**] after the first achievement of each milestone event set forth in this Section 8.5.4 (Sales Milestones for LB-001) (each, an "**LB-001 Sales Milestone Event**") by or on behalf of CANbridge, any of its Affiliates or any sublicensee, CANbridge will notify LogicBio in writing of the achievement of such LB-001 Sales Milestone Event and, within [**] of CANbridge's receipt of an invoice for such payment, CANbridge will make a non-refundable and non-creditable milestone payment to LogicBio in the amount set forth in this Section 8.5.4 (Sales Milestones for LB-001) corresponding to such Sales Milestone Event (each, an "**LB-001 Sales Milestone Payment**"). [**].

TABLE 8.5.4 – Sales Milestones for LB-001

Sales Milestone Event	*Sales Milestone Payment*
The Net Sales of LB-001 in Greater China in a Calendar Year reaches $[**]	[**]
The Net Sales of LB-001 in Greater China in a Calendar Year reaches $[**]	[**]
The Net Sales of LB-001 in Greater China in a Calendar Year reaches $[**]	[**]

8.6 **Royalties for Products**.

8.6.1 **Royalty Payments**. On a Product-by-Product and country-by-country basis, during the Royalty Period of a Product in a country in the Territory, CANbridge will pay to LogicBio tiered royalties on the Net Sales of such Product in the CANbridge Field during each Calendar Year at the following rates:

TABLE 8.6.1 – Royalty Payments	
Net Sales of Product in the CANbridge Field in the Territory During the Relevant Calendar Year ("Per Product Annual Net Sales")	***Marginal Royalty Rate***
Global Net Sales of the Product in the CANbridge Field in a Calendar Year of up to $[**]	[**]
The portion of global Net Sales of the Product in the CANbridge Field in a Calendar Year which is in excess of $[**] but less than or equal to $[**]	[**]
The portion of global Net Sales of the Product in the CANbridge Field in a Calendar Year which is in excess of $[**] but less than or equal to $[**]	[**]
The portion of global Net Sales of the Product in the CANbridge Field in a Calendar Year which is in excess of $[**]	[**]

Each marginal royalty rate set forth in Table 8.6.1 (Royalty Payments) above will apply only to that portion of Per Product Annual Net Sales that falls within the indicated range. For example, if there is $[**] in Per Product Annual Net Sales for a Product, after conversion to U.S. Dollars of the Net Sales in each country in the Territory, then CANbridge would owe a royalty payment under this Section 8.6.1 (Royalty Payments) of [**].

8.6.2 **Royalty Period**. On a Product-by-Product and country-by-country basis, CANbridge's obligation to pay royalties for a Product in a country will begin upon the first sale of such Product in such country that results in a recordable Net Sale and will expire upon the last to occur of (a) the expiration of the last to expire Valid Claim within the LogicBio Technology Covering the manufacture, use or sale of such Product in such country in the CANbridge Field, (b) the expiration of all Regulatory Exclusivity, if any, for such Product in such country, and (c) 10 years after First Commercial Sale

of such Product in such country (the "**Royalty Period**"). Upon expiration of the Royalty Period for a given Product in a given country (i) no further Royalties will be payable in respect of sales of such Product in such country, and (ii) the licenses granted to CANbridge under Section 2.1 (License to CANbridge) with respect to the Exploitation of such Product in such country will automatically become, fully paid-up, perpetual, irrevocable, and royalty free. For clarity, only a single royalty will be payable as a result of one or more Valid Claims within the LogicBio Technology Covering the manufacture, use or sale of such Product in such country during the applicable Royalty Period.

8.6.3 **Royalty Reports; Payments**.

(a) **Flash Reports**. No later than [**] after the end of each Calendar Quarter during which any Royalties are owed, CANbridge will submit to LogicBio a written flash report of CANbridge's reasonable, good faith estimate of (i) Net Sales of Products sold, in the currency for which such Products were sold, by or on behalf of CANbridge and its Affiliates and Sublicensees during such Calendar Quarter, and (ii) the royalties payable on such Net Sales.

(b) **Royalty Reports**. No later than [**] after the end of each Calendar Quarter during which any Royalties are owed, CANbridge will submit to LogicBio a written report of Net Sales of Products sold, in the currency for which such Products were sold, by or on behalf of CANbridge and its Affiliates and Sublicensees during such Calendar Quarter, and the royalties payable on such Net Sales [**] paid hereunder.

(c) **Royalty Payments**. Royalties will be payable on a Calendar Quarter basis and CANbridge will make any such payments within [**] after the end of the Calendar Quarter during which the applicable Net Sales of Products occurred.

8.6.4 **Payment Adjustments**.

(a) **Expiration of Valid Claims and Regulatory Exclusivity**. On a Product-by-Product and country-by-country basis, if during the Royalty Period for a Product in a given country, there is no Valid Claim within the LogicBio Technology Covering the manufacture, use or sale of such Product in such country and no Regulatory Exclusivity with respect to such Product in such country, then commencing in the [**] after the date on which this Section 8.6.4(a) (Expiration of Valid Claims) applies and for the remainder of the Royalty Period for such Product in such country during which there remains no Valid Claim within the LogicBio Technology Covering the manufacture, use or sale of such Product in such country and no Regulatory Exclusivity with respect to such Product in such country, the royalty rates set forth in Table 8.6.1 (Royalty Payments) with respect to such Product in such country will be reduced by [**] for the purposes of determining the royalties payable under Section 8.6.1 (Royalty Payments), subject to Section 8.6.4(d) (Maximum Payment Adjustments).

(b) **Biosimilar Competition**. If during any Calendar Quarter during the Royalty Period for a Product in a given country, [**] and such Product sold in such Calendar Quarter in such country (as determined by data obtained from a

mutually agreed upon Third Party source), then the percentage royalty payable on Net Sales of such Product in such country will be reduced by [**] for such Calendar Quarter.

(c) **Third Party Payments**. If CANbridge makes a royalty payment under any agreement with a Third Party pursuant to which CANbridge obtains a license or other rights under a Patent Right(s) owned or controlled by such Third Party (whether by acquisition or license) that is necessary to Exploit one or more Products in the CANbridge Field, then CANbridge may offset against the royalties due to LogicBio for such Products an amount equal to [**] of the royalties paid to such Third Party under such agreement in connection with the Exploitation of Products, in all cases, subject to Section 8.6.4(d) (Maximum Payment Adjustments).

(d) **Maximum Payment Adjustments**. In no event will the royalty rate applicable to any Product in a given Calendar Quarter be less than [**] as a result of the aggregate reductions permitted pursuant to Section 8.6.4(a) (Expiration of Valid Claims), Section 8.6.4(b) (Biosimilar Competition) and Section 8.6.4(c) (Third Party Payments).

8.7 **Royalties for LB-001**.

8.7.1 **LB-001 Royalty Payments**. Following LB-001 Option Exercise, during the LB-001 Royalty Period in a country in Greater China, CANbridge will pay to LogicBio tiered royalties on the Net Sales of LB-001 in the CANbridge Field in Greater China during each Calendar Year at the following rates:

TABLE 8.7.1 – LB-001 Royalty Payments

Net Sales of LB-001 in the CANbridge Field in Greater China During the Relevant Calendar Year	***Marginal Royalty Rate***
Net Sales of LB-001 in the CANbridge Field in Greater China in a Calendar Year of up to $[**]	[**]
The portion of Net Sales of LB-001 in the CANbridge Field in Greater China in a Calendar Year which is in excess of $[**] but less than or equal to $[**]	[**]
The portion of Net Sales of LB-001 in the CANbridge Field in Greater China in a Calendar Year which is in excess of $[**] but less than or equal to $[**]	[**]
The portion of Net Sales of LB-001 in the CANbridge Field in Greater China in a Calendar Year which is in excess of $[**]	[**]

Each marginal royalty rate set forth in Table 8.7.1 (LB-001 Royalty Payments) above will apply only to that portion of LB-001 annual Net Sales in the CANbridge Field in Greater China that falls within the indicated range. For example, if there is $[**] of LB-001 annual Net Sales in the CANbridge Field in

Greater China, after conversion to U.S. Dollars of the Net Sales in each country in Greater China, then CANbridge would owe a royalty payment under this Section 8.7.1 (LB-001 Royalty Payments) of [**].

8.7.2 **LB-001 Royalty Period**. Following LB-001 Option Exercise, on a country-by-country basis, CANbridge's obligation to pay royalties for LB-001 in a country will begin upon the first sale of LB-001 in such country that results in a recordable Net Sale and will expire upon the last to occur of (a) the expiration of the last to expire Valid Claim within the LogicBio LB-001 Technology Covering the manufacture, use or sale of LB-001 in such country in the CANbridge Field, (b) the expiration of all Regulatory Exclusivity, if any, for LB-001 in such country, and (c) 10 years after First Commercial Sale of LB-001 in such country (the "**LB-001 Royalty Period**"). Upon expiration of the LB-001 Royalty Period in a given country following LB-001 Option Exercise (i) no further royalties will be payable under this Agreement in respect of sales of LB-001 in such country, and (ii) the licenses granted to CANbridge under Section 2.8 (LB-001 Option) with respect to the Exploitation of LB-001 in such country will automatically become, fully paid-up, perpetual, irrevocable, and royalty free. For clarity, only a single royalty will be payable as a result of one or more Valid Claims within the LogicBio LB-001 Technology Covering the manufacture, use or sale of LB-001 in such country during the applicable LB-001 Royalty Period.

8.7.3 **Royalty Reports; Payments; Payment Adjustments**. Following LB-001 Option Exercise, the terms of Section 8.6.3 (Royalty Reports; Payments) and Section 8.6.4 (Payment Adjustments) will apply to royalty payments under Section 8.7 (Royalties for LB-001), *mutatis mutandis*; *provided*, *however*, that in no event will the royalty rate applicable to LB-001 in a given Calendar Quarter be less than [**] as a result of the aggregate reductions permitted pursuant to this Agreement.

8.8 **Payment Method**. All payments to be made between the Parties under this Agreement will be made in Dollars and may be paid by wire transfer in immediately available funds to a bank account designated by the receiving Party.

8.9 **Currency Exchange**. The rate of exchange to be used in computing the amount of currency equivalent in U.S. Dollars owed to a Party under this Agreement will be the monthly average exchange rate between each currency of origin and U.S. Dollars as reported by [**] or an equivalent resource as agreed by the Parties.

8.10 **Late Payments**. If a Party does not receive payment of any sum due to it on or before the due date, simple interest will thereafter accrue on the sum due to such Party until the date of payment at the per annum rate equal to [**].

8.11 **Income Tax Withholding**. Except as otherwise provided in this Section 8.11 (Income Tax Withholding), each Party will pay all income and other taxes (including interest) imposed on or measured with respect to its own income accruing to it under this Agreement ("**Taxes**"). If Applicable Laws require the withholding of Taxes from any payments made by CANbridge under this Agreement ("**Agreement Payments**"), CANbridge will make such withholding payments and will subtract from the applicable Agreement Payments the lesser of [**] *provided*, *however*, [**]. CANbridge will timely remit any amounts withheld under this provision to the appropriate Governmental Authority and will submit to LogicBio appropriate proof of payment of the withheld Taxes as well as the official receipts within a reasonable period of time. If CANbridge determines that any withholding in respect of Tax is required with respect to an Agreement Payment, CANbridge will provide reasonable advance notice to LogicBio of such required withholding and

will cooperate with and provide to LogicBio reasonable assistance in order to allow LogicBio to eliminate or mitigate any such withholding Tax obligations with respect to Agreement Payments, including obtaining the benefit of any present or future treaty against double taxation which may apply to the Agreement Payments.

8.12 **Foreign-Derived Deduction Eligible Income Reporting**. CANbridge will obtain and deliver to LogicBio, reasonably promptly following LogicBio's request to provide, information as reasonably requested by LogicBio to meet any documentation requirements imposed by regulations issued under Section 250 of the Internal Revenue Code for the treatment of an appropriate portion of such amounts as "foreign-derived deduction eligible income" within the meaning of Section 250 of the Internal Revenue Code and the regulations thereunder.

8.13 **Value Added Tax**. It is understood and agreed between the Parties that any payments made by any Party under this Agreement are exclusive of any value added tax or similar tax imposed upon such payments. Where such tax is properly chargeable in respect of any supply of goods or services made under this Agreement, [**].

8.14 **Record Retention; Audits**. Each Party will maintain and will cause its Affiliates and all Sublicensees to maintain, complete and accurate records in sufficient detail to permit the other Party to confirm the accuracy of the calculation of payments under this Agreement. Upon prior notice of at least [**], but not more than [**], such records will be available during regular business hours for a period of [**] from the end of the Calendar Year to which they pertain for examination at the expense of the requesting Party by an independent certified public accountant selected by the requesting Party (or, if LogicBio is the requesting Party, CMRI) and reasonably acceptable to the other Party, for the sole purpose of verifying the accuracy of the financial reports and correctness of the payments furnished by the other Party pursuant to this Agreement. Any such auditor will not disclose the other Party's Confidential Information, except to the extent such disclosure is necessary to verify the accuracy of the financial reports furnished by the other Party or the amount of payments due by the other Party under this Agreement. The accountant's report will be disclosed simultaneously to both Parties, and such report will be the Confidential Information of each Party (with both Parties being deemed the Receiving Party with respect thereto) and subject to the terms Article 10 (Confidentiality); *provided* that, if LogicBio is the requesting Party, the Parties may disclose each such report to CMRI under the obligations of confidentiality and non-use set forth in the CMRI Agreement. Any amounts shown to be owed but unpaid will be paid within [**] after the date of the accountant's report. Any amounts shown to have been overpaid will be refunded within [**] after the date of the accountant's report. The requesting Party will [**] of such audit unless such audit discloses an underpayment by the other Party of more than the greater of (a) [**] of the amount due and (b) $[**]. The audit rights in this Section 8.14 (Record Retention; Audits) will survive the Term for [**] following the effective date of any termination or expiration of this Agreement.

ARTICLE 9
REPRESENTATIONS, WARRANTIES, AND COVENANTS

9.1 **Mutual Representations and Warranties of the Parties**. Each Party represents and warrants to the other Party as of the Effective Date that:

9.1.1 **Organization**. It is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and has all requisite power and authority, corporate or otherwise, to execute, deliver, and perform this Agreement.

9.1.2 **Binding Agreement**. This Agreement is a legal and valid obligation binding upon such Party and enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditor rights, judicial principles affecting the availability of specific performance, and general principles of equity (whether enforceability is considered a proceeding at law or equity).

9.1.3 **Authorization**. The execution, delivery, and performance of this Agreement by such Party has been duly authorized by all necessary corporate action and does not conflict with any agreement, instrument, or understanding, oral or written, to which it is a party or by which it is bound, nor violate any Applicable Law or any order, writ, judgment, injunction, decree, determination, or award of any court or governmental body, or administrative or other agency presently in effect applicable to such Party.

9.1.4 **No Further Approval**. It is not aware of any government authorization, consent, approval, license, exemption, or filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, under any Applicable Law, currently in effect, necessary for, or in connection with, the transactions contemplated by this Agreement or any other agreement or instrument executed in connection herewith, or for the performance by it of its obligations under this Agreement and such other agreements (except for Regulatory Approvals, Pricing and Reimbursement Approvals, and similar authorizations from Governmental Authorities necessary for the Exploitation of Products as contemplated hereunder).

9.1.5 **No Inconsistent Obligations**. It is not under any obligation, contractual or otherwise, to any Person that conflicts with or is inconsistent in any material respect with the terms of this Agreement, or that would impede the diligent and complete fulfillment of its obligations hereunder.

9.1.6 **No Debarment**. Neither it nor any of its respective Affiliates has been Debarred by the FDA, is not subject to any similar sanction of other Governmental Authorities in the Territory, and, to its knowledge, neither it nor any of its respective Affiliates has used or engaged, in any capacity, in connection with this Agreement or any ancillary agreements (if any), any Person who either has been Debarred by such a Regulatory Authority.

9.2 **Additional Representations and Warranties of LogicBio**. LogicBio represents and warrants to CANbridge as of the Effective Date and, with respect to LB-001, also as of the date CANbridge exercises the LB-001 Option (except as set forth in a disclosure schedule provided by LogicBio to CANbridge within [**] following the date of the LB-001 Option Exercise), that, in each case except as otherwise set forth in Schedule 9.2 (Disclosure Schedule):

9.2.1 it has the full right, power, and authority to grant all of the licenses and rights granted to CANbridge under this Agreement;

9.2.2 LogicBio's rights, title, and interests to all the LogicBio Technology and LogicBio LB-001 Technology are free of any lien, encumbrance, charge, security interest, mortgage, or liability;

9.2.3 (a) Schedule 1.156 (LogicBio Licensed Patent Rights) sets forth a complete and accurate list of all Patent Rights existing as of the Effective Date that are owned or

otherwise Controlled by LogicBio or any of its Affiliates and that claim any LogicBio Licensed Know-How, other than any such Patent Right that is a provisional patent application that claims any LogicBio Licensed Know-How that is necessary or useful for the Manufacture of Products (the "**LogicBio Licensed Patent Rights Exception**"); (b) LogicBio owns or otherwise Controls all Patent Rights listed on Schedule 1.156 (LogicBio Licensed Patent Rights); and (c) except as otherwise noted on Schedule 1.156 (LogicBio Licensed Patent Rights), LogicBio either exclusively owns all rights, title, and interests in and to such Patent Rights, or where LogicBio does not exclusively own any such Patent Right, Schedule 1.156 (LogicBio Licensed Patent Rights) identifies the Third Party that, to LogicBio's Knowledge, Controls such Patent Rights and the agreement pursuant to which LogicBio Controls such Patent Right;

9.2.4 (a) Schedule 1.153 (LogicBio LB-001 Patent Rights) sets forth a complete and accurate list of all Patent Rights in Greater China existing as of the Effective Date that are owned or otherwise Controlled by LogicBio or any of its Affiliates and that claim any LogicBio LB-001 Know-How; (b) LogicBio owns or otherwise Controls all Patent Rights listed on Schedule 1.153 (LogicBio LB-001 Patent Rights); and (c) except as otherwise noted on Schedule 1.153 (LogicBio LB-001 Patent Rights), LogicBio exclusively owns all rights, title, and interests in and to such Patent Rights, and where LogicBio does not exclusively own any such Patent Right, Schedule 1.153 (LogicBio LB-001 Patent Rights) identifies the Third Party that, to LogicBio's Knowledge, Controls such Patent Rights and the agreement pursuant to which LogicBio Controls such Patent Right;

9.2.5 (a) all LogicBio Licensed Patent Rights and LogicBio LB-001 Patent Rights, in each case that are owned by LogicBio, are being diligently prosecuted in the respective patent offices in accordance with Applicable Law; (b) to LogicBio's knowledge, the inventorship of the LogicBio Licensed Patent Rights and LogicBio LB-001 Patent Rights is properly identified on each issued patent or patent application in the LogicBio Licensed Patent Rights; and (c) all fees required to be paid by LogicBio in any jurisdiction in order to maintain the LogicBio Licensed Patent Rights and LogicBio LB-001 Patent Rights have been timely paid and the LogicBio Licensed Patent Rights and LogicBio LB-001 Patent Rights are subsisting, and to LogicBio's Knowledge, valid and enforceable;

9.2.6 there is no pending litigation, or [**], litigation that has been threatened against LogicBio in writing, that alleges, or any written communication received by LogicBio alleging, that LogicBio's practice of the LogicBio Technology or LogicBio LB-001 Technology prior to the Effective Date has infringed, misappropriated, or otherwise violated the Intellectual Property of any Third Party;

9.2.7 there are no claims, judgments, or settlements against or pending with respect to the LogicBio Technology or LogicBio LB-001 Technology or amounts with respect thereto, owed by LogicBio or any of its Affiliates, and LogicBio has not received written notice threatening any such claims, judgments, or settlements;

9.2.8 [**], no Third Party has challenged the ownership, scope, duration, validity, enforceability, priority, or right to use any LogicBio Licensed Patent Rights or LogicBio LB-001 Patent Rights (including, by way of example, through the institution of or written threat of institution of interference, inter partes review, reexamination,

protest, opposition, nullity, or similar invalidity proceeding before the United States Patent and Trademark Office or any foreign patent authority or court);

9.2.9 [**], no Third Party is infringing, misappropriating, or otherwise violating, or threatening to infringe, misappropriate, or otherwise violate the LogicBio Technology or LogicBio LB-001 Technology;

9.2.10 LogicBio has not previously assigned, transferred, conveyed, or granted any license or other rights under the LogicBio Technology or LogicBio LB-001 Technology;

9.2.11 to the extent permissible under Applicable Law, all employees, agents, advisors, consultants, contractors or other representatives of LogicBio or its Affiliates performing activities under this Agreement are and will be under an obligation to assign all rights, title, and interests in and to their Inventions and other Know-How, whether or not patentable, and Intellectual Property therein, to LogicBio or its Affiliates as the sole owner thereof, and CANbridge will have no obligation to contribute to any remuneration of any inventor employed or previously employed by LogicBio or any of its Affiliates in respect of any such Inventions and other Know-How and Intellectual Property therein that are so assigned to LogicBio or its Affiliate(s);

9.2.12 Other than the Existing In-License Agreements, there are no Third Party agreements pursuant to which LogicBio Controls any of the LogicBio Technology or LogicBio LB-001 Technology;

9.2.13 no written notice of default or termination has been received or given under any agreement pursuant to which LogicBio Controls any LogicBio Technology or LogicBio LB-001 Technology;

9.2.14 LogicBio and its Affiliates have taken [**] consistent with industry practices to protect the secrecy, confidentiality, and value of all LogicBio Licensed Know-How and LogicBio LB-001 Know-How that constitutes trade secrets under Applicable Law (including requiring all employees, consultants, and independent contractors to execute binding and enforceable agreements requiring all such employees, consultants, and independent contractors to maintain the confidentiality of such LogicBio Licensed Know-How and LogicBio LB-001 Know-How);

9.2.15 except as expressly set forth on Schedule 9.2.15, the LogicBio Technology and LogicBio LB-001 Technology has not been created pursuant to, and is not subject to, any funding agreement with any Governmental Authority or any Third Party, and is not subject to the requirements of the Bayh-Dole Act or any similar provision of any Applicable Law; LogicBio and its Affiliates have complied [**] with all reporting requirements under Applicable Law with respect to those Inventions and Patent Rights identified on Schedule 9.2.15;

9.2.16 LogicBio has provided to CANbridge true, complete, and correct (redacted) copies of all agreements relating to the Manufacture or supply of the Products and components thereof that are in effect as of the Effective Date (excluding any agreements for the purchase of ordinary course components or materials acquired by purchase order or without a supply agreement), a complete list of which appears on Schedule 9.2.16; there are no exclusivity provisions or any other restrictions in any agreement between

LogicBio or its Affiliates, on the one hand, and any Third Party relating to the Manufacture or supply of the Products and components thereof to LogicBio, on the other hand, that would limit CANbridge's ability to Manufacture, or have the Products and components thereof Manufactured;

9.2.17 all works of authorship and all other materials subject to copyright protection included in LogicBio Licensed Know-How or LogicBio LB-001 Know-How are original and were either created by employees of LogicBio or its Affiliates within the scope of their employment or are otherwise works made for hire, or all right, title, and interest in and to such materials have been legally and fully assigned and transferred to LogicBio or such Affiliate, and all rights in all Inventions and discoveries, developed or invented by any employee or independent contractor of LogicBio or such Affiliate during the course of their employment (or other retention) by LogicBio or such Affiliate, and included in LogicBio Licensed Know-How or LogicBio LB-001 Know-How, or that are the subject of one or more LogicBio Licensed Patent Rights or LogicBio LB-001 Patent Rights, have been assigned in writing to LogicBio or its Affiliate; and

9.2.18 None of the LogicBio Licensed Patent Rights Exceptions are specifically related to the Target, Option Target or the Products.

9.3 **Covenants of LogicBio**.

9.3.1 LogicBio covenants to CANbridge that LogicBio will not, and will cause its Affiliates not to license, sell, assign, or otherwise transfer to any Person any LogicBio Technology (or agree to do any of the foregoing).

9.3.2 LogicBio covenants to CANbridge that, (i) prior to the LB-001 Option Deadline and (ii) if CANbridge exercises the LB-001 Option prior to the LB-001 Option Deadline, then during the Term of this Agreement, LogicBio will not, and will cause its Affiliates not to license, sell, assign, or otherwise transfer to any Person any LogicBio LB-001 Technology (or agree to do any of the foregoing).

9.3.3 LogicBio will (a) maintain Control of all LogicBio Licensed Know-How and LogicBio LB-001 Know-How; (b) not breach or be in default under any In-License Agreements in a manner that would give rise to a right of termination under any such agreement; and (c) not terminate or amend any In-License Agreements in a manner that adversely affects CANbridge's rights under this Agreement with respect to the Products, Targets, Option Targets or LB-001, without CANbridge's prior written consent. If LogicBio receives notice of any alleged [**] breach under any In-License Agreement, then LogicBio will promptly, but in no event less than [**] thereafter, provide written notice thereof to CANbridge and grant CANbridge the right (but not the obligation) to cure any such alleged breach.

9.4 **Mutual Covenants**.

9.4.1 Neither Party nor its Affiliates will use or engage, in any capacity, in connection with this Agreement or any ancillary agreements (if any), any Person who either has been Debarred by a Regulatory Authority. Each Party will inform the other Party in writing promptly if it or any Person engaged by it or any of its Affiliates who is performing services under this Agreement or any ancillary agreements (if any) is Debarred, or if any action, suit, claim, investigation, or legal or administrative proceeding is pending

or, to such Party's knowledge (or LogicBio's Knowledge in the case of LogicBio), is threatened, relating to the debarment or conviction of such Party, any of its Affiliates or any such Person performing services hereunder or thereunder.

9.4.2 Each Party and its Affiliates will comply [**] with all Applicable Laws (including all anti-bribery laws and export control laws) in the Exploitation of the Products and performance of its obligations and exercise of its rights under this Agreement.

9.4.3 Each Party and its Affiliates will, and will cause their respective contractors and consultants to, conduct all Development of Products and components thereof in accordance with GLP, GCP, as applicable and, in each case, as appropriate to the phase or stage of the relevant Development efforts, and other Applicable Law.

9.4.4 Each Party will, and will ensure that its Affiliates, Sublicensees, and Subcontractors obtain written agreements from any and all Persons involved in or performing any activities under this Agreement by or on behalf of such Party that assign such Persons' rights, title, and interests in and to any Know-How or Inventions prior to any such Persons performing such activities.

9.4.5 Neither Party will [**] transfer to the other Party any goods, software, technology, or services that are (a) controlled at a level other than EAR99, or for reasons other than anti-terrorism, under the U.S. Export Administration Regulations; (b) controlled under the U.S. International Traffic in Arms Regulations; (c) specifically identified as an E.U. Dual Use Item; or (d) on an applicable export control list of a jurisdiction within the Territory.

9.5 **Transparency Reporting**. Each Party will be responsible for tracking and reporting transfers of value initiated and controlled by its and its Affiliates' employees, contractors, and agents pursuant to the requirements of the transparency or marketing reporting laws of any Governmental Authority in the Territory, including Section 6002 of the ACA, commonly referred to as the "Sunshine Act."

9.6 **DISCLAIMER OF WARRANTIES**. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, NEITHER PARTY MAKES ANY REPRESENTATION NOR EXTENDS ANY WARRANTY THAT THE DEVELOPMENT CANDIDATES OR PRODUCTS WILL BE SUCCESSFULLY DEVELOPED OR COMMERCIALIZED HEREUNDER.

9.7 **LIMITATION OF LIABILITY**. EXCEPT FOR DAMAGES RESULTING FROM BREACHES OF [**] AND WITHOUT LIMITING EITHER PARTY'S OBLIGATIONS IN RESPECT OF [**], IN NO EVENT WILL EITHER PARTY HAVE ANY CLAIMS AGAINST OR LIABILITY TO THE OTHER PARTY WITH RESPECT TO ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY CLAIMS FOR LOST PROFITS OR REVENUES, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 10
CONFIDENTIALITY

10.1 **Confidential Information**. It is understood and agreed by the Parties that:

10.1.1 The terms and conditions, but not the existence, of this Agreement will be considered Confidential Information of both Parties and kept confidential by each of the Parties in accordance with this Article 10 (Confidentiality).

10.1.2 The Know-How and Patent Rights Controlled by a Party and all reports, information, and data provided by a Party to the other Party or its Affiliates or representatives hereunder will be considered such owning, Controlling or providing Party's Confidential Information, as applicable, except that, (a) in addition to any information that is expressly designated herein as the Confidential Information of both Parties, any findings in respect of any audit or inspection performed under this Agreement will also be the Confidential Information of both Parties, unless expressly identified as the Confidential Information of a single Party hereunder, and (b) any Know-How or Patent Rights assigned by one Party to the other pursuant to the terms of this Agreement will be considered Confidential Information of the Party to whom such Know-How or Patent Rights are assigned.

10.2 **Non-Disclosure and Non-Use Obligation**. Except as otherwise expressly set forth herein, the Receiving Party will, during the Term and for a period of [**] thereafter, keep the Confidential Information of the Disclosing Party confidential using at least the same degree of care with which the Receiving Party holds its own Confidential Information [**] and will not (a) disclose such Confidential Information to any Person without the prior written approval of the Disclosing Party, except, solely to exercise its rights or perform its obligations under this Agreement, to its employees, Affiliates, Sublicensees, and Subcontractors, consultants, or agents who have a need to know such Confidential Information, all of whom will be similarly bound by confidentiality, non-disclosure, and non-use provisions at least as restrictive or protective of the Parties as those set forth in this Agreement and for whom the Disclosing Party will be responsible, or (b) use such Confidential Information for any purpose other than for the purposes contemplated by this Agreement. The Receiving Party will use [**] to cause the foregoing Persons to comply with the restrictions on use and disclosure set forth in this Section 10.2 (Non-Disclosure and Non-Use Obligation) and will be responsible for ensuring that such Persons maintain the Disclosing Party's Confidential Information in accordance with this Article 10 (Confidentiality). Each Party will promptly notify the other Party of any misuse or unauthorized disclosure of the other Party's Confidential Information.

10.3 **Exemptions**. Information of a Disclosing Party will not be Confidential Information of such Disclosing Party to the extent that the Receiving Party can demonstrate through competent evidence that such information: (a) is already in the possession of the Receiving Party at the time of its receipt from the Disclosing Party and not through a prior disclosure by or on behalf of the Disclosing Party, (b) is generally available to the public before its receipt from the Disclosing Party, (c) became generally available to the public or otherwise part of the public domain after its disclosure by the Disclosing Party and other than through any act or omission of the Receiving Party or any of its Affiliates or disclosees in breach of this Agreement, including pursuant to Section 10.9.3 (Publication Rights), (d) is subsequently disclosed to the Receiving Party or any of its Affiliates without obligation of confidentiality by a Third Party who may rightfully do so and is not under a conflicting obligation of confidentiality to the Disclosing Party, or (e) is developed independently by employees, Subcontractors, consultants or agents of the Receiving Party or any of its Affiliates

without use of or reliance upon the Disclosing Party's Confidential Information. No combination of features or disclosures will be deemed to fall within the foregoing exclusions merely because individual features are published or available to the general public or in the rightful possession of the Receiving Party unless the combination itself and principle of operation are published or available to the general public or in the rightful possession of the Receiving Party.

10.4 **Permitted Disclosures**. In addition to the exceptions contained in Section 10.2 (Non-Disclosure and Non-Use Obligation) and Section 10.3 (Exemptions), the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent (and solely to the extent) that such disclosure is reasonably necessary in the following instances:

10.4.1 (a) the Prosecution of Patent Rights as contemplated by this Agreement; or (b) Regulatory Submissions and other filings with Governmental Authorities (including Regulatory Authorities), as necessary for the Exploitation of a Product;

10.4.2 disclosure of the existence and applicable terms of this Agreement, the status and results of Exploitation of one or more Products to actual or bona fide potential investors, acquirors, Sublicensees, lenders, and other financial or commercial partners, and their respective attorneys, accountants, banks, investors, and advisors, solely for the purpose of evaluating or carrying out an actual or potential investment, acquisition, sublicense, debt transaction, or collaboration; provided that, in each such case, (a) such Persons are bound by obligations of confidentiality, non-disclosure, and non-use provisions at least as restrictive or protective of the Parties as those set forth in this Agreement or otherwise customary for such type and scope of disclosure, (b) that any such disclosure is limited to the maximum extent practicable for the particular context in which it is being disclosed, and (c) notwithstanding the foregoing (a) and (b), that the term of such confidentiality obligation must be consistent with industry standards, but in all cases at least [**];

10.4.3 if required by Applicable Law, including as may be required in connection with any filings made with, or by the disclosure policies of a securities exchange (as set forth in additional detail in Section 10.5 (Confidential Treatment)); *provided* that the Party seeking to disclose the Confidential Information of the other Party: (a) use all reasonable efforts to inform the other Party prior to making any such disclosures and cooperate with the other Party in seeking a protective order or other appropriate remedy (including redaction); and (b) whenever possible, request confidential treatment of such information in accordance with Section 10.5 (Confidential Treatment);

10.4.4 to prosecute or defend litigation so long as there is [**] prior written notice given by the Receiving Party before filing, and to enforce Patent Rights in connection with the Receiving Party's rights and obligations pursuant to this Agreement; and

10.4.5 to allow the Receiving Party to exercise its rights and perform its obligations hereunder, *provided* that such disclosure is covered by terms of confidentiality and non-use at least as restrictive as those set forth herein.

If and whenever any Confidential Information is disclosed in accordance with this Section 10.4 (Permitted Disclosures), such disclosure will not cause any such information to cease to be Confidential Information except to the extent that such disclosure results in a public disclosure of such information (other than by breach of this Agreement).

10.5 **Confidential Treatment**. Notwithstanding any provision to the contrary set forth in this Agreement, if a Party is required to make a disclosure of the other Party's Confidential Information pursuant to Section 10.4.3 and Section 10.4.4, then it will, to the extent not prohibited by Applicable Law or judicial or administrative process, except where impracticable, give reasonable advance notice to the other Party of such proposed disclosure and use reasonable efforts to secure confidential treatment of such information and will only disclose that portion of Confidential Information that is legally required to be disclosed as advised by its legal counsel. In any event, each Party agrees to take all reasonable action to avoid disclosure of Confidential Information of the other Party hereunder. In addition, the Parties acknowledge that either or both Parties may be obligated to file a copy of this Agreement (or portions of this Agreement or an abstract of the terms of this Agreement) with the SEC or other Governmental Authorities. Each Party will be entitled to make such a required filing, *provided* that it initially files a redacted copy of this Agreement (or portions of this Agreement or an abstract of the terms of this Agreement) ("**Redacted Agreement**") and requests confidential treatment of the terms redacted from this Agreement for a reasonable period of time. In the event of any such filing, each Party will (a) permit the other Party to review and comment upon such request for confidential treatment [**] reasonably in advance of its submission to the SEC or such other Governmental Authorities, and (b) [**] the other Party's comments thereon to the extent consistent with the then-current legal requirements governing redaction of information from material agreements that must be publicly filed in the applicable country. Each Party will be responsible for its own legal and other external costs in connection with any such filing, registration, or notification.

10.6 **Relationship to Confidentiality Agreement**. This Agreement supersedes the Confidentiality Agreement; *provided*, *however*, that all "Confidential Information" disclosed or received by the Parties and their Affiliates thereunder will be deemed the Confidential Information of the originally disclosing Party hereunder and will be subject to the terms and conditions of this Agreement.

10.7 **Equitable Relief**. Given the nature of the Confidential Information and the competitive damage that could result to a Party upon unauthorized disclosure, use, or transfer of its Confidential Information to any Third Party, the Parties agree that monetary damages may not be a sufficient remedy for any breach of this Article 10 (Confidentiality). In addition to all other remedies, a Party will be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any breach or threatened breach of this Article 10 (Confidentiality).

10.8 **Use of Name and Logo**. Subject to Section 10.9.2 (Announcement), neither LogicBio nor CANbridge will use the other Party's or its Affiliates' (or, if the other Party is LogicBio, CMRI's or any Co-Owner's) name or logo in any label, press release, or product advertising, or for any other promotional purpose, without first obtaining the other Party's written consent.

10.9 **Publications**.

10.9.1 **Coordination**. LogicBio and CANbridge will, from time to time and at the request of the other Party, discuss the general information content relating to this Agreement that may be publicly disclosed. All publications will be made in accordance with the process set forth in Section 10.9.3 (Publication Rights).

10.9.2 **Announcements**. Except as may be expressly permitted under Section 10.4 (Permitted Disclosures) or Section 10.9.1 (Coordination), neither Party will make any public announcement regarding this Agreement without the prior written approval of the other Party, except for either Party's references to the other as the licensor or licensee (as applicable) or a collaboration partner under this Agreement. The Parties may issue a

press release regarding the signing of this Agreement after the Effective Date. Each Party will be permitted to issue press releases indicating the payment of a milestone or the achievement of the milestone event corresponding to the payment, in each case upon the prior written consent of the other Party (consent not to be unreasonably withheld, conditioned or delayed). The press release to be issued by the Parties on or following the Effective Date will be substantially in the form of press release set forth on Schedule 10.9.2 (Press Release). After the issuance of such press release or other permitted public disclosure by a Party, either Party may make subsequent public disclosures reiterating such information without having to obtain the other Party's prior consent and approval so long as the information in such press release or other public announcement remains true, correct, and the most current information with respect to the subject matters set forth therein. For clarity, nothing in this Agreement will prevent CANbridge from making any scientific publication or public announcement concerning CANbridge's Development, Manufacture or Commercialization activities with respect to LB-001 or any Product under this Agreement; *provided*, *however*, that, except as permitted under Section 10.4 (Permitted Disclosures), CANbridge will not disclose any such publication or announcement without obtaining LogicBio's prior written consent (consent not to be unreasonably withheld, conditioned or delayed).

10.9.3 **Publication Rights**.

(a) **Publication Rights for Products**. Except as set forth in Section 10.9.3(b) (Publication Rights), each Party may, in its sole discretion, publish results of Development activities conducted by or on behalf of such Party with respect to a Product, *provided*, *however*, that the other Party will have the right to review all proposed publications prior to submission of such publication, in accordance with the procedures set forth in this Section 10.9.3(a) (Publication Rights for Products). If a Party (the "**Publishing Party**") intends to make any publication or presentation related to any Development activities conducted with respect to a Product, then the Publishing Party will first provide the other Party with a copy of the applicable proposed abstract, manuscript, or presentation no less than [**] prior to its intended submission for publication or presentation. The other Party will respond in writing promptly and in no event later than [**] after receipt of the proposed material with (i) any concerns regarding any the disclosure of any information or subject matter that, in the other Party's reasonable discretion, would present issues as to patentability of the relevant subject matter, (ii) any request for the removal of any of the other Party's Confidential Information, or (iii) any other comments on such proposed material. The Publishing Party will consider [**] any reasonable comments provided by the other Party under the foregoing clause (iii), and will not unreasonably withhold incorporating any such reasonable comment in the applicable material prior to publication or presentation. In the event of any concern raised regarding protection of Intellectual Property rights of the other Party, the Publishing Party will not submit such publication or make such presentation that contains such information until the Parties are given a reasonable period of time, and in no event less than [**], to seek patent or other Intellectual Property protections in accordance with the terms of this Agreement covering any material in such publication or presentation that it believes is protectable. Subject to Section 10.4 (Permitted Disclosures), the Publishing Party will remove any Confidential Information of the other Party

for which the other Party requests such removal from any such proposed publication or presentation.

(b) **Publication Rights for LB-001**. LogicBio may, in its sole discretion, publish results of all Clinical Trials and other Development activities conducted pursuant to [**] for LB-001 and CANbridge will have no right to publish the results of such Clinical Trials or other Development activities without LogicBio's prior written consent. CANbridge may [**], publish scientific publications or make public announcements concerning CANbridge's Development and Commercialization of LB-001 under this Agreement, *provided*, *however*, that, except as permitted under Section 10.4 (Permitted Disclosures), CANbridge will not make any such publication or announcement without obtaining LogicBio's prior written consent to do so.

10.9.4 **Publication Guidelines**. All publications relating to Products and LB-001 will be prepared, presented, and published in accordance with pharmaceutical industry accepted guidelines including: (a) International Committee of Medical Journal Editors (ICMJE) guidelines, (b) Uniform Requirements for Manuscripts Submitted to Biomedical Journals: Writing and Editing for Biomedical Publication, (c) Pharmaceutical Research and Manufacturers of America (PhRMA) guidelines, and (d) Principles on Conduct of Clinical Trials.

10.9.5 **Clinical Trial Transparency**. Both Parties agree to collaborate to maintain compliance with all Applicable Law related to Clinical Trial transparency, as well as any industry guidelines/codes of conduct, or other obligations that may apply to either the sponsor of any Clinical Trial or the owner of any Regulatory Approval, all as related to any Product or to LB-001. The Parties will cooperate to maintain Clinical Trial transparency consistent with each sponsor's Clinical Trial registration, summary result, and data sharing transparency policies and will support disclosure of Confidential Information as needed based on the needs of the sponsors of the study or the Regulatory Approval holder with respect to any Product or LB-001.

ARTICLE 11
INTELLECTUAL PROPERTY

11.1 **Ownership**.

11.1.1 **Background Technology**. CANbridge will own and retain all of its rights, title and interests in and to the CANbridge Background Technology, and LogicBio will own and retain all of its rights, title and interests in and to the LogicBio Background Technology.

11.1.2 **Collaboration Technology**.

(a) **CANbridge Collaboration Technology**. CANbridge will own all rights, title and interests in and to (a) (i) all Know-How, other than LogicBio Background Improvement Know-How, that is Created solely by or on behalf of CANbridge or its Affiliates in connection with the performance of CANbridge's activities under this Agreement and (ii) all CANbridge Background Improvement Know-How, regardless of inventorship ((i) and (ii), collectively, the "**CANbridge Collaboration Know-How**") and (b) all Patent Rights that

claim CANbridge Collaboration Know-How, including all CANbridge Background Improvement Patent Rights (the "**CANbridge Collaboration Patent Rights**").

(b) **LogicBio Collaboration Technology**. LogicBio will own all rights, title and interests in and to (a) (i) all Know-How, other than CANbridge Background Improvement Know-How, that is Created solely by or on behalf of LogicBio or its Affiliates in connection with the performance of LogicBio activities under this Agreement and (ii) all LogicBio Background Improvement Know-How, regardless of inventorship ((i) and (ii), collectively, the "**LogicBio Collaboration Know-How**") and (b) all Patent Rights that claim LogicBio Collaboration Know-How, including all LogicBio Background Improvement Patent Rights (the "**LogicBio Collaboration Patent Rights**").

(c) **Joint Collaboration Technology**. The Parties will jointly own all rights, title and interests in and to (a) all Know-How, other than LogicBio Background Improvement Know-How and CANbridge Background Improvement Know-How, that is Created jointly by or on behalf of CANbridge or its Affiliates, on the one hand, and LogicBio or its Affiliates, on the other hand, in connection with the performance of activities under this Agreement (the "**Joint Collaboration Know-How**") and (b) all Patent Rights that claim Joint Collaboration Know-How (the "**Joint Collaboration Patent Rights**").

11.1.3 **Inventorship**. All determinations of inventorship under this Agreement will be made in accordance with U.S. patent law.

11.1.4 **Disclosure**. Each Party will promptly disclose to the other Party all Inventions within the CANbridge Collaboration Know-How, LogicBio Collaboration Know-How, and Joint Collaboration Know-How that it Creates, whether solely or jointly with others (in any event, prior to the filing of any patent application with respect to such Inventions), including all invention disclosures or other similar documents submitted to such Party by its or its Affiliates' employees, agents, or independent contractors relating thereto. Each Party will also promptly respond to reasonable requests from the other Party for additional information relating thereto.

11.2 **Assignments**.

11.2.1 **Assignment by CANbridge**. CANbridge will and hereby does assign to LogicBio all of CANbridge's rights, title, and interests in and to LogicBio Background Improvement Technology, and LogicBio hereby accepts such assignment. Without limiting Section 11.2.2 (CANbridge Covenants in Support of Assignment), if CANbridge is unable to assign any LogicBio Background Improvement Technology, then CANbridge hereby grants to LogicBio a royalty-free, fully paid-up, worldwide, exclusive (even as to CANbridge, subject to the terms and conditions of this Agreement), perpetual, irrevocable license (with the right to grant sublicenses through multiple tiers) under such LogicBio Background Improvement Technology for any and all purposes, subject to the terms and conditions of this Agreement. For clarity, CANbridge will not file any Patent Rights claiming any Invention within the LogicBio Background Improvement Technology.

11.2.2 **CANbridge Covenants in Support of Assignment**. CANbridge will take (and cause its Affiliates and sublicensees (including Sublicensees, as applicable), and their respective employees, agents, and contractors to take) such further actions reasonably requested by LogicBio to evidence the assignments set forth in this Section 11.2.1 (Assignment by CANbridge) and to assist LogicBio in obtaining Patent Rights and other Intellectual Property protection for Inventions within the LogicBio Background Improvement Technology, including executing further assignments, consents, releases, and other commercially reasonable documentation and providing good faith testimony by affidavit, declaration, in-person, or other proper means in support of any effort by LogicBio to establish, perfect, defend, or enforce its rights in the LogicBio Background Improvement Technology through prosecution of governmental filings, regulatory proceedings, litigation, and other means. CANbridge will obligate its employees, Affiliates, sublicensees (including Sublicensees), and subcontractors to assign all Inventions and other Intellectual Property Created in connection with any activities performed in connection with this Agreement, prior to the performance of such activities, to CANbridge (or directly to LogicBio, as applicable) to ensure that CANbridge can comply with its obligations under Section 11.2.1 (Assignment by CANbridge), and CANbridge will promptly obtain such assignment. Without limitation, CANbridge will cooperate with LogicBio if LogicBio applies for U.S. or foreign patent protection for Inventions within the LogicBio Background Improvement Technology and will obtain the cooperation of the individual inventors of any such Inventions or Know-How.

11.2.3 **Assignment by LogicBio**. LogicBio will and hereby does assign to CANbridge all of LogicBio's rights, title, and interests in and to CANbridge Background Improvement Technology, and CANbridge hereby accepts such assignment. Without limiting Section 11.2.4 (LogicBio Covenants in Support of Assignment), if LogicBio is unable to assign any CANbridge Background Improvement Technology, then LogicBio hereby grants to CANbridge a royalty-free, fully paid-up, worldwide, exclusive (even as to LogicBio, subject to the terms and conditions of this Agreement), perpetual, irrevocable license (with the right to grant sublicenses through multiple tiers) under such CANbridge Background Improvement Technology for any and all purposes, subject to the terms and conditions of this Agreement. For clarity, LogicBio will not file any Patent Rights claiming any Invention within the CANbridge Background Improvement Technology.

11.2.4 **LogicBio Covenants in Support of Assignment**. LogicBio will take (and cause its Affiliates and sublicensees (including Sublicensees, as applicable), and their respective employees, agents, and contractors to take) such further actions reasonably requested by CANbridge to evidence the assignments set forth in Section 11.2.3 (Assignment by LogicBio) and to assist CANbridge in obtaining Patent Rights and other Intellectual Property protection for Inventions within the CANbridge Background Improvement Technology, including executing further assignments, consents, releases, and other commercially reasonable documentation and providing good faith testimony by affidavit, declaration, in-person, or other proper means in support of any effort by CANbridge to establish, perfect, defend, or enforce its rights in the CANbridge Background Improvement Technology through prosecution of governmental filings, regulatory proceedings, litigation, and other means. LogicBio will obligate its employees, Affiliates, sublicensees (including Sublicensees), and subcontractors to assign all Inventions and other Intellectual Property Created in connection with any activities performed in connection with this Agreement, prior to the performance of

such activities, to LogicBio (or directly to CANbridge, as applicable) to ensure that LogicBio can comply with its obligations under Section 11.2.3 (Assignment by LogicBio), and LogicBio will promptly obtain such assignment. Without limitation, LogicBio will cooperate with CANbridge if CANbridge applies for U.S. or foreign patent protection for Inventions within the CANbridge Background Improvement Technology and will obtain the cooperation of the individual inventors of any such Inventions or Know-How.

11.3 **Joint Collaboration Technology**. Subject to the terms and conditions set forth in this Agreement, including the licenses granted in Section 2.1 (License to CANbridge) and Section 2.3 (Licenses to LogicBio), the Parties will jointly own all Joint Collaboration Technology, and each Party is entitled to practice the Joint Collaboration Technology for all purposes on a worldwide basis and to license such Joint Collaboration Technology through multiple tiers without consent of the other Party (where consent is required by Applicable Law, such consent is deemed hereby granted) and without a duty of accounting to the other Party. Each Party will grant and hereby does grant to the other Party all further permissions, consents, and waivers with respect to, and all licenses under, the Joint Collaboration Technology, throughout the world, necessary to provide the other Party with full rights of use and Exploitation of the Joint Collaboration Technology. Without limitation, each Party will cooperate with the other Party if the Parties determine to apply for U.S. or foreign patent protection for any Joint Collaboration Technology and will obtain the cooperation of the individual inventors of any such Joint Collaboration Technology.

11.4 **Patent Prosecution**.

11.4.1 **Patent Coordinators**. Each Party will appoint a patent coordinator reasonably acceptable to the other Party (each, a "**Patent Coordinator**") to serve as such Party's primary liaison with the other Party on matters relating to the Prosecution and enforcement of LogicBio Licensed Patent Rights and Joint Collaboration Patent Rights. The Patent Coordinators will meet in person or by means of telephone or video conference at least once each Calendar Quarter during the Agreement Term. Each Party may replace its Patent Coordinator at any time by providing notice in writing to the other Party.

11.4.2 **Prosecution of LogicBio Licensed Patent Rights**.

(a) As between the Parties, CANbridge will have the [**] and LogicBio will have the [**]. The Parties will [**] in Prosecuting LogicBio Licensed Patent Rights, and [**].

(b) If a Prosecuting Party decides to abandon or allow to lapse, or otherwise determines not to Prosecute a LogicBio Licensed Patent Right in any country or region in the Territory (including failing to timely respond to a patent office communication without timely filing a continuation or divisional application to preserve such Patent Rights), then the Prosecuting Party will provide reasonable prior written notice to the other Party of such intention (which notice the Prosecuting Party will provide to the other Party, to the extent possible, no later than [**] prior to the next deadline for any action that must be taken to avoid abandonment with respect to any such Patent Right), so as to provide the other Party a reasonable amount of time to meet any applicable deadline to establish or preserve such Patent Rights in such country or region. In such case, upon written notice to the Prosecuting Party, the other Party will

have the right (but not the obligation) to assume responsibility for continuing Prosecution of such Patent Right in such country or region in [**] at the other Party's sole expense. [**].

(c) If CANbridge has the right to control the Prosecution of any LogicBio Licensed Patent Right pursuant to this Section 11.4.2 (Prosecution of LogicBio Licensed Patent Rights), then LogicBio will promptly deliver to CANbridge copies of all necessary files related to such Patent Rights with respect to which responsibility has been transferred and will take all actions and execute all documents reasonably necessary for CANbridge to assume such Prosecution, which files and documents will be the Confidential Information of LogicBio hereunder.

(d) The Parties will [**]; *provided* that, unless LogicBio otherwise agrees, LogicBio will have the [**] and will, to the extent permitted by Applicable Law, make [**].

11.4.3 **Prosecution of LogicBio LB-001 Patent Rights**. As between the Parties, (a) following LB-001 Option Exercise, LogicBio will have the [**] all LogicBio LB-001 Patent Rights in Greater China and (b) except as set forth in clause (a), LogicBio will have the [**] all LogicBio LB-001 Patent Rights worldwide [**]. Following LB-001 Option Exercise, LogicBio will [**] relating to the Prosecution of the LogicBio LB-001 Patent Rights in Greater China and will [**]. Following LB-001 Option Exercise, the Parties will [**]. Following LB-001 Option Exercise, if [**] decides to abandon or allow to lapse, or otherwise determines not to Prosecute a LogicBio LB-001 Patent Right in any country or region in Greater China (including failing to timely respond to a patent office communication without timely filing a continuation or divisional application to preserve such Patent Rights), then [**] of such intention [**] prior to the next deadline for any action that must be taken to avoid abandonment with respect to any such Patent Right), so as to provide [**] a reasonable amount of time to meet any applicable deadline to establish or preserve such Patent Rights in such country or region. In such case, upon written notice [**] to assume responsibility for continuing Prosecution of such Patent Right in such country or region [**], *provided* that if [**]. If CANbridge has the right to control the Prosecution of any LogicBio LB-001 Patent Right pursuant to this Section 11.4.2 (Prosecution of LogicBio LB-001 Patent Rights), then LogicBio will promptly deliver to CANbridge copies of all necessary files related to such Patent Rights in Greater China with respect to which responsibility has been transferred and will take all actions and execute all documents reasonably necessary for CANbridge to assume such Prosecution, which files and documents will be the Confidential Information of LogicBio hereunder.

11.4.4 **Prosecution of Joint Collaboration Patent Rights**. Notwithstanding Section 11.4.2 (Prosecution of LogicBio Licensed Patent Rights) or Section 11.4.3 (Prosecution of LogicBio LB-001 Patent Rights), as between the Parties, CANbridge will have the [**] any Joint Collaboration Patent Rights that Cover a Product. CANbridge will [**] relating to its Prosecution of such Joint Collaboration Patent Rights and will [**]. LogicBio will have the [**] any Joint Collaboration Patent Rights that do not Cover a Product. LogicBio will [**] relating to its Prosecution of such Joint Collaboration Patent Rights and will [**]. The Parties will [**]. If a Party decides to abandon or allow to lapse, or otherwise determines not to Prosecute a Joint Collaboration Patent Right in any country or region in the Territory (including failing to timely respond to a patent

office communication without timely filing a continuation or divisional application to preserve such Patent Rights), then such Party will provide reasonable prior written notice to the other Party of such intention (which notice such Party will provide to such other Party, to the extent possible, no later than [**] prior to the next deadline for any action that must be taken to avoid abandonment with respect to any such Patent Right), so as to provide such other Party a reasonable amount of time to meet any applicable deadline to establish or preserve such Patent Rights in such country or region. In such case, upon written notice to such Party, such other Party will have the right (but not the obligation) to assume responsibility for continuing Prosecution of such Patent Right in such country or region at such other Party's sole expense and such Party will promptly deliver to such other Party copies of all necessary files related to such Patent Rights with respect to which responsibility has been transferred and will take all actions and execute all documents reasonably necessary for such other Party to assume such Prosecution.

[**].

11.4.5 **Prosecution of LogicBio Background Patent Rights and LogicBio Collaboration Patent Rights Other than LogicBio Licensed Patent Rights and LogicBio LB-001 Patent Rights**. As between the Parties, LogicBio will have [**] the (a) LogicBio Background Patent Rights and (b) LogicBio Collaboration Patent Rights (in each case ((a) and (b)), other than the LogicBio Licensed Patent Rights and LogicBio LB-001 Patent Rights) [**].

11.4.6 **Prosecution of CANbridge Background Patent Rights and CANbridge Collaboration Patent Rights.** As between the Parties, CANbridge will have [**] the CANbridge Background Patent Rights and the CANbridge Collaboration Patent Rights [**].

11.4.7 **Cooperation and Coordination**. The non-Prosecuting Party will (a) obtain and deliver to the Prosecuting Party any necessary documents for the Prosecuting Party to exercise its rights to Prosecute all Patent Rights pursuant to Section 11.4 (Patent Prosecution), as applicable, (b) render all signatures that will be necessary in connection with all such patent filings, and (c) assist the Prosecuting Party in all other reasonable ways that are necessary for the issuance of those Patent Rights for which such Prosecuting Party is responsible, as well as for the preparation, Prosecution of such Patent Rights.

11.5 **Enforcement of LogicBio Licensed Technology**.

11.5.1 **Notice**. During the Term, the Parties will promptly notify each other in writing if either Party becomes aware of any suspected, threatened, or actual infringement or misappropriation by any Third Party of any LogicBio Technology arising from the making, using, offering to sell, selling, or importing of a product in the CANbridge Field in the Territory that would be competitive with a Product (a "**Competing Infringement**"). Each Party will provide any available evidence of such Competing Infringement with such notification.

11.5.2 **Infringement Actions for Infringements by Third Parties**.

(a) **[**]**. Subject to this Section 11.5.2 (Infringement Actions for Infringements by Third Parties), as between the Parties, during the Term, CANbridge will have [**] with respect to any LogicBio Product-Specific Licensed Patent Right. [**].

(b) **[**]**. CANbridge will have a period of [**] after its receipt or delivery of notice under Section 11.5.1 (Notice) [**] described in Section 11.5.2(a) ([**]) against any Competing Infringement (or to settle or otherwise secure the abatement of such Competing Infringement). [**].

(c) **[**]**. Except as provided in Section 11.5.2(a) ([**]), LogicBio has [**].

(d) **[**]**. Subject to [**] to Section 11.5.2(a) ([**]), LogicBio will have a period of [**] after its receipt or delivery of notice under Section 11.5.1 (Notice) [**].

(e) **CANbridge Enforcement of LogicBio Patent Rights.** If CANbridge has the right to enforce LogicBio Licensed Patent Rights pursuant to Section 11.5.2(a) ([**]) or Section 11.5.2(d) ([**]), then the Parties will discuss in good faith and determine the strategy for enforcing such claims included in such LogicBio Licensed Patent Rights. CANbridge will not take any action with respect to such enforcement that is inconsistent with the strategy agreed to by the Parties. LogicBio will be entitled to separate representation in such matter by counsel of its own choice and at its own expense. CANbridge acknowledges and agrees that the LogicBio Licensed Patent Rights may be licensed to or from Third Parties who have rights with respect to the enforcement of such LogicBio Licensed Patent Rights and that CANbridge's rights to conduct any enforcement activities with respect to the LogicBio Licensed Patents Rights are subject in all cases to such rights of any such Third Party(ies). LogicBio may consult with such Third Party licensors prior to making any decisions with respect to enforcement activities under this Section 11.5.2 (Infringement Actions for Infringements by Third Parties). CANbridge will provide LogicBio with drafts of all material papers to be filed with the court reasonably in advance of their being filed, so that LogicBio (and LogicBio's licensors, as applicable) can comment and provide input with respect to such draft filings, and CANbridge will consider such comments in good faith. If such action is brought by CANbridge pursuant to Section 11.5.2(a) ([**]), or Section 11.5.2(d) ([**]) then CANbridge will discuss such action with LogicBio and [**].

(f) **Procedures**. Without limiting the foregoing, if the Party having the right to initiate an Infringement Action under this Section 11.5.2 (Infringement Actions against Infringements by Third Parties) (the "**Initiating Party**") desires to initiate such Infringement Action but may not do so due to Applicable Law or regulation (even as the assignee or exclusive licensee of such infringed Patent Right), then such Initiating Party may require that the other Party join as a named party in such action at the Initiating Party's sole cost and expense. The Initiating Party will take the lead in the control and conduct of any such Infringement Action under Section 11.5.2 (Infringement Actions for Infringements by Third Parties) and will keep the other Party

reasonably informed of any such Infringement Action, and the other Party will reasonably assist the Initiating Party in any such Infringement Action under Section 11.5.2 (Infringement Actions for Infringements by Third Parties) at the Initiating Party's expense. In no event may the Initiating Party settle any such Infringement Action in a manner that would limit the rights of the other Party or impose any obligation on the other Party, in each case, without the other Party's prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed.

(g) **Recoveries**. Any amount recovered in any Infringement Action under Section 11.5.2 (Infringement Actions for Infringements by Third Parties), including any amount recovered in any settlement of such Infringement Action, will be shared as follows:

(i) [**]; then

(ii) [**].

(iii) [**].

11.6 **Enforcement of LogicBio LB-001 Technology**.

11.6.1 **Notice**. During the Term following LB-001 Option Exercise, the Parties will promptly notify each other in writing if either Party becomes aware of any suspected, threatened, or actual infringement or misappropriation by any Third Party of any LogicBio LB-001 Technology arising from the making, using, offering to sell, selling, or importing of a product in the CANbridge Field in Greater China that would be competitive with LB-001 (a "**LB-001 Competing Infringement**"). Each Party will provide any available evidence of such LB-001 Competing Infringement with such notification.

11.6.2 **Infringement Actions for Infringements by Third Parties in Greater China**.

(a) **[**]**. Following LB-001 Option Exercise, subject to this Section 11.6.2 (Infringement Actions for Infringements by Third Parties in Greater China), as between the Parties, during the Term, CANbridge will have the [**] against any LB-001 Competing Infringement in Greater China against any Third Party with respect to any LogicBio LB-001 Patent Right that Covers [**].

(b) **[**]**. CANbridge will have a period of [**] after its receipt or delivery of notice under Section 11.6.1 (Notice) to elect to so enforce the LogicBio LB-001 Patent Rights described in Section 11.5.2(a) ([**].

(c) **Additional Terms; Procedures; Recoveries**. The terms of Section 11.5.2(e) (CANbridge Enforcement of LogicBio Patent Rights) will apply to CANbridge's right to enforce LogicBio LB-001 Patent Rights under Section 11.6.2 (Infringement Actions for Infringements by Third Parties in Greater China), *mutatis mutandis*. The terms of Section 11.5.2(f) (Procedures) and Section 11.5.2(g) (Recoveries) will apply to each Party's right to enforce LogicBio LB-001 Patent Rights under Section 11.6.2 (Infringement Actions for Infringements by Third Parties in Greater China), *mutatis mutandis*.

11.6.3 **Infringement Actions for Infringements by Third Parties outside Greater China**. Except as set forth in Section 11.6.2 (Infringement Actions for Infringements by Third Parties in Greater China), as between the Parties, LogicBio will have the [**].

11.7 **Infringement of Third Party Rights**.

11.7.1 **Notice**. If any Product becomes the subject of a Third Party's claim or assertion of infringement of a Patent Right within the Territory, the Party first having notice of the claim or assertion will promptly notify the other Party.

11.7.2 **Defense**. Except as otherwise provided in Article 12 (Indemnification; Insurance), CANbridge will have [**] to defend any such Third Party claim or assertion of infringement of a Patent Right, [**]. The non-defending Party will reasonably cooperate with the Party conducting the defense of the claim or assertion, including if required to conduct such defense, furnishing a power of attorney.

11.7.3 **Settlement; Licenses**. Except as otherwise provided in Article 12 (Indemnification; Insurance), neither Party will enter into any settlement of any claim described in this Section 11.7 (Infringement of Third Party Rights) that affects the other Party's rights or interests without such other Party's written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Each Party will have the right to decline to defend or to tender the defense of any claim described in this Section 11.7 (Infringement of Third Party Rights) upon reasonable written notice to the other Party, including if the other Party fails to agree to a settlement that the declining Party proposes. Except as otherwise provided in Article 12 (Indemnification; Insurance), any settlement or license fees incurred by [**] under this Section 11.7.3 (Settlement; Licenses) will be allocated in accordance with the principle set forth in 8.6.4(c) (Third Party Payments), to the extent that the Intellectual Property that is the subject of such settlement license Covers the manufacture, use or sale of a Product in the relevant country (or, following LB-001 Option Exercise, LB-001, in the relevant country in Greater China) for which such rights are licensed thereunder.

11.8 **Patent Oppositions and Other Proceedings**.

11.8.1 **Third-Party Patent Rights Covering Products**. If [**] desires to bring an opposition, action for declaratory judgment, nullity action, interference, declaration for non-infringement, reexamination, *inter partes* reviews, post-grant reviews, or other attack upon the validity, title, or enforceability of a Patent Right owned or controlled by a Third Party and having one or more claims that Cover a Product (except insofar as such action is a counterclaim to or defense of, or accompanies a defense of, a Third Party's claim or assertion of infringement under Section 11.7 (Infringement of Third Party Rights), in which case the provisions of Section 11.7 (Infringement of Third Party Rights) will govern), [**] will so notify the [**], and the Parties will promptly confer to determine whether to bring such action, the strategy to be employed in connection with any such action, or the manner in which to settle such action. CANbridge will have [**]. The Party not bringing an action under this Section 11.8.1 (Third-Party Patent Rights Covering Products) will be entitled to separate representation in such proceeding by counsel of its own choice and at its own expense and will cooperate fully with the Party bringing such action. Any awards or amounts received in bringing any such action will be first allocated to reimburse the initiating Party's expenses in

such action, and any remaining amounts will be allocated between the Parties as provided in Section 11.5.2(g) (Recoveries). [**].

11.8.2 **Third-Party Patent Rights Covering LB-001**. Following LB-001 Option Exercise, if [**] desires to bring an opposition, action for declaratory judgment, nullity action, interference, declaration for non-infringement, reexamination, *inter partes* reviews, post-grant reviews, or other attack upon the validity, title, or enforceability of a Patent Right owned or controlled by a Third Party and having one or more claims that Cover LB-001 [**] (except insofar as such action is a counterclaim to or defense of, or accompanies a defense of, a Third Party's claim or assertion of infringement under Section 11.7 (Infringement of Third Party Rights), in which case the provisions of Section 11.7 (Infringement of Third Party Rights) will govern), [**] will so notify the [**], and the Parties will promptly confer to determine whether to bring such action, the strategy to be employed in connection with any such action, or the manner in which to settle such action. [**] will have the initial right, but not the obligation, to bring, [**], such action [**]. The Party not bringing an action under this Section 11.8.2 (Third-Party Patent Rights Covering LB-001) will be entitled to separate representation in such proceeding by counsel of its own choice and at its own expense and will cooperate fully with the Party bringing such action. Any awards or amounts received in bringing any such action will be first allocated to reimburse the initiating Party's expenses in such action, and any remaining amounts will be allocated between the Parties as provided in Section 11.5.2(g) (Recoveries). Notwithstanding the foregoing, the Parties will discuss any such action to be brought under this Section 11.8.2 (Third-Party Patent Rights Covering LB-001) and [**].

11.8.3 **Parties' Patent Rights**. If any LogicBio Licensed Patent Right or, following LB-001 Option Exercise, LogicBio LB-001 Patent Right becomes the subject of any proceeding commenced by a Third Party within the Territory in connection with an opposition, reexamination request, action for declaratory judgment, nullity action, interference, *inter partes* reviews, post-grant reviews or other attack upon the validity, title or enforceability thereof (a "**Third Party Patent Challenge**") (except insofar as such action is a counterclaim to or defense of, or accompanies a defense of, an action for infringement against a Third Party under Section 11.5 (Enforcement of LogicBio Licensed Technology) or under Section 11.6 (Enforcement of LogicBio LB-001 Technology) in which case the provisions of such Section will govern), then [**] responsible for Prosecuting such Patent Right as set forth in Section 11.4 (Patent Prosecution) hereof, will control such defense at its own expense. The controlling Party will permit the non-controlling Party to participate in the proceeding to the extent permissible under Applicable Law, and to be represented by its own counsel in such proceeding, [**]. If either Party decides that it does not wish to defend against such action, then the other Party will have a backup right to assume defense of such Third Party action [**].

11.9 **Response to Biosimilar Applicants**.

11.9.1 **Notice**. In the event that any Party (a) receives a copy of an application submitted to the FDA under subsection (k) of Section 351 of the Public Health Services Act (the "**PHSA**," and such application, a "**Biosimilar Application**") for which a Product is a "reference product," whether or not such notice or copy is provided under any Applicable Law applicable to the approval or Manufacture of any biosimilar or interchangeable biological product (including under the Biologics Price Competition

and Innovation Act ("**BPCIA**"), United States Patient Protection and Affordable Care Act or implementing FDA regulations and guidance) (a "**Proposed Biosimilar Product**") or (b) otherwise becomes aware that such a Biosimilar Application has been filed (such as in an instance described in Section 351(l)(9)(C) of the PHSA), then such Party will promptly provide the other Party with written notice thereof. The terms "reference product" and "biosimilar or interchangeable biological product" will have the respective meanings given to those terms in the BPCIA.

11.9.2 **Access to Confidential Information**. Upon written request from [**] and to the extent permitted by Applicable Law, [**] will provide [**] with confidential access to the Biosimilar Application and such other information that describes the process used to Manufacture the Proposed Biosimilar Product, in each case, to the extent provided to [**] by the Third Party that submitted the Biosimilar Application (the "**Applicant**"); *provided*, *however*, that prior to receiving the Biosimilar Application and such Confidential Information, [**] will provide notice to [**] confirming its agreement to be subject to the confidentiality provisions in Section 351(l)(1)(B)(iii) of the PHSA.

11.9.3 **Proposed Patent List**.

(a) **Preparation of Initial Patent List**. As soon as practicable after the date of receipt by [**] of a copy of a Biosimilar Application and related Manufacturing information and [**] receipt of the notice contemplated by Section 11.9.1 (Response to Biosimilar Applicants; Notice), or within such other timeframe as the Parties may agree, each Party will prepare a proposed list (the "**Proposed Initial Patent List**") of the LogicBio Licensed Patent Rights, or, in the case of CANbridge, other Patent Rights Controlled by [**], that such Party reasonably believes would be infringed by the Manufacture or sale of the Proposed Biosimilar Product and will exchange such Proposed Initial Patent List with the other Party. [**]. The Parties will exchange such Proposed Initial Patent List no later than [**] after the date of receipt by [**] of a copy of the Biosimilar Application and related Manufacturing information, but in any event at least [**] prior to sending the Initial Patent List to the Applicant. As soon as practicable following the date of exchange by the Parties of the Proposed Initial Patent List, [**]. Not later than [**] following [**] receipt of the Biosimilar Application and related Manufacturing information under Section 351(l)(2) of the PHSA, CANbridge will provide the Applicant with a copy of the Initial Patent List.

(b) **Disclosure of Applicant's Response**. Provided that [**] has agreed to comply with the confidentiality provisions in Section 351(l)(1)(B)(iii) of the PHSA and to the extent permitted by Applicable Law, CANbridge will [**] (the "**Applicant Response**").

(c) **Preparation of [**] Response**. As soon as practicable following the date of receipt by [**] of the Applicant Response, or within such other timeframe as the Parties may agree, [**].

(d) **Negotiation; [**] Rights**. After [**] provides the Applicant with a copy of the [**] Response, [**]. Without limiting the foregoing, within [**] following the exchange of such lists by [**] and the Applicant pursuant to Section 351(l)(5)(B)(i) of the PHSA, [**] will, to the extent permitted by Applicable

Law, notify [**] of any [**] included on the combined list(s) referenced in Section 351(l)(6)(A) or (B) of the PHSA that will be the subject of an Immediate Patent Infringement Action.

11.9.4 **Supplements to Initial Patent List**. Each Party will inform the other Party within [**] of receipt of an issue notification of any U.S. Patent Right within the LogicBio Licensed Patent Rights for which such Party is controlling Prosecution and that is issued after such Party has provided the Initial Patent List to the Applicant, and will provide the other Party with a copy of the allowed claims in such U.S. Patent Right. [**].

11.10 **CREATE Act**. Notwithstanding anything to the contrary in this Article 11, neither Party will have the right to make an election under the CREATE Act when exercising its rights under this Article 11 without the prior written consent of the other Party, which will not be unreasonably withheld, conditioned or delayed. With respect to any such permitted election, the Parties will use reasonable efforts to cooperate and coordinate their activities with respect to any submissions, filings or other activities in support thereof. The Parties acknowledge and agree that this Agreement is a "joint research agreement" as defined in the CREATE Act. Notwithstanding the foregoing, the other Party's consent under this Section 11.10 will not be required in connection with an obviousness-type double patenting rejection in any patent application claiming a CANbridge Collaboration Patent Rights, LogicBio Collaboration Patent Rights and Joint Collaboration Patent Rights, or uses thereof.

11.11 **Patent Term Extensions**. [**] requests for patent term extensions, supplementary protection certificates, or equivalents thereto in any country in the Territory, in each case where applicable to a Product (hereinafter "**Patent Term Extensions**"); [**] costs and expenses relating to the Patent Term Extensions [**] will provide support, assistance, and all necessary documents[**] for the purpose of supporting, filing, obtaining, and maintaining Patent Term Extensions.

11.12 **Third Party Rights; Existing Obligations**. Notwithstanding any provision to the contrary in this Agreement, each Party's rights under this Article 11 (Intellectual Property) with respect to the Prosecution and enforcement of any LogicBio Licensed Patent Right or LogicBio LB-001 Patent Right is subject to the rights of certain Third Parties to the extent set forth in any Existing In-License Agreement.

ARTICLE 12
INDEMNIFICATION; INSURANCE

12.1 **Indemnification by LogicBio**. LogicBio hereby agrees to defend, indemnify, and hold harmless CANbridge and its Affiliates and each of their respective directors, officers, employees, agents, and representatives (each, a "**CANbridge Indemnitee**") from and against any and all claims, suits, actions, demands, liabilities, expenses, or losses, including reasonable legal expenses and attorneys' fees (collectively, the "**Losses**"), to which any CANbridge Indemnitee may become subject to as a result of any claim, demand, action, or other proceeding by any Third Party (each, a "**Claim**") to the extent such Losses arise directly or indirectly out of:

12.1.1 the breach by LogicBio of any of its representations, warranties, agreements, or covenants under this Agreement;

12.1.2 any claims of any nature arising out of any Exploitation of LB-001 during the Term by LogicBio, its Affiliates or licensees (other than CANbridge or its Affiliate or Sublicensee) outside Greater China;

12.1.3 any claims of any nature arising out of any Exploitation of any LB-001 by LogicBio, its Affiliates or licensees after the effective date of termination of this Agreement; or

12.1.4 the [**] of LogicBio or its Affiliate or its licensee (other than CANbridge or its Affiliate or Sublicensee), or any officer, director, employee, agent, or representative thereof.

Except, with respect to each of Section 12.1.1 through Section 12.1.4, to the extent such Losses arise from any action for which CANbridge has an indemnification obligation to LogicBio Indemnitee under Section 12.2.1 through Section 12.2.3.

12.2 **Indemnification by CANbridge**. CANbridge hereby agrees to defend, indemnify, and hold harmless LogicBio and its Affiliates, and each of their respective directors, officers, employees, agents and representatives and CMRI, its Affiliates (as defined in the CMRI Agreement), the Co-Owners and their Personnel (as defined in the CMRI Agreement) (each, a "**LogicBio Indemnitee**") from and against any and all Losses to which any LogicBio Indemnitee may become subject as a result of any Claim to the extent such Losses arise directly or indirectly out of:

12.2.1 the breach by CANbridge of any of its representations, warranties, agreements, or covenants under this Agreement;

12.2.2 any claims of any nature arising out of the Exploitation of any Product or LB-001 by or on behalf of CANbridge, its Affiliates or Sublicensees (other than by any LogicBio Indemnitee);

12.2.3 the [**] of CANbridge or its Affiliate or Sublicensee, or any officer, director, employee, agent, or representative thereof; or

12.2.4 [**].

Except, with respect to each of Section 12.2.1 through Section 12.2.4, to the extent such Losses arise from any action for which LogicBio has an indemnification obligation to CANbridge under Section 12.1.1 through Section 12.1.4.

12.3 **Indemnification Procedure**.

12.3.1 **Notice**. Promptly after a LogicBio Indemnitee or a CANbridge Indemnitee (each, an "**Indemnitee**") receives notice of a pending or threatened Claim, such Indemnitee will give written notice of the Claim to the Party from whom the Indemnitee is entitled to receive indemnification pursuant to Section 12.1 (Indemnification by LogicBio) or Section 12.2 (Indemnification by CANbridge), as applicable (the "**Indemnifying Party**"). An Indemnitee's delay in providing or failure to provide such notice will not relieve the Indemnifying Party of its indemnification obligations, except to the extent it can demonstrate prejudice due to the delay or lack of notice.

12.3.2 **Defense**. Upon receipt of notice under Section 12.3.1 (Indemnification Procedure; Notice) from the Indemnitee, the Indemnifying Party will have the duty to either

compromise or defend, at its own expense and by counsel (reasonably satisfactory to Indemnitee), such Claim. The Indemnifying Party will promptly (and in any event not more than [**] after receipt of the Indemnitee's original notice) notify the Indemnitee in writing that it acknowledges its obligation (which acknowledgement will not be deemed or construed as an admission of liability, either under this Article 12 (Indemnification) or otherwise) to indemnify the Indemnitee with respect to the Claim pursuant to this Section 12.3 (Indemnification Procedures) and of its intention to either compromise or defend such Claim. Once the Indemnifying Party gives such notice to the Indemnitee, the Indemnifying Party is not liable to the Indemnitee for the fees of other counsel or any other expenses subsequently incurred by the Indemnitee in connection with such defense, other than the Indemnitee's reasonable expenses of investigation and cooperation. However, the Indemnitee will have the right to employ separate counsel and to control the defense of a Claim at its own expense.

12.3.3 **Cooperation**. The Indemnitee will cooperate fully with the Indemnifying Party and its legal representatives in the investigation and defense of any Claim. The Indemnifying Party will keep the Indemnitee informed on a reasonable and timely basis as to the status of such Claim (to the extent the Indemnitee is not participating in the defense of such Claim) and conduct the defense of such Claim in a prudent manner.

12.3.4 **Settlement**. If an Indemnifying Party assumes the defense of a Claim, then no compromise or settlement of such Claim may be effected by the Indemnifying Party without the Indemnitee's written consent (such consent not to be unreasonably withheld, conditioned, or delayed). Notwithstanding any provision to the contrary set forth in this Agreement, the Indemnitee's consent will not be required of a settlement where: (a) there is no finding or admission of any violation of law or any violation of the rights of any Person and no effect on any other claims that may be made against the Indemnitee; (b) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party; and (c) the Indemnitee's rights under this Agreement are not adversely affected. If the Indemnifying Party fails to assume defense of a Claim within a reasonable time, then the Indemnitee may settle such Claim on such terms as it deems appropriate with the consent of the Indemnifying Party (such consent not to be unreasonably withheld, conditioned, or delayed), and the Indemnifying Party will be obligated to indemnify the Indemnitee for such settlement as provided in this Article 12 (Indemnification).

12.4 **Insurance**. Each Party will, at its own expense, procure and maintain during the Term and for a period of [**] thereafter, insurance policies, including product liability insurance when applicable, adequate to cover its obligations hereunder and that are consistent with normal business practices of prudent companies similarly situated. Without limiting the foregoing, the types of insurance and minimum limits with respect to CANbridge will include at least the following:

(a) Prior to commencing any use in humans of Products, a comprehensive commercial general liability and products liability policy to cover all sums which it may become legally liable to pay as compensation consequent upon:

(i) death of, or bodily injury (including disease or illness) to, any person; and

(ii) loss of, or damage to, property,

happening anywhere in the Territory arising out of or in connection with this Agreement. The limit of liability provided by this policy for each and every event will not be less than $[**].

(b) [**] by CANbridge or its Affiliates in connection with the Products (and CANbridge will ensure that [**].

(c) Prior to commencing any use in humans of Products, or use in humans of techniques within the LogicBio Technology, no fault clinical trial insurance with a limit of liability of not less than $[**] for each and every event.

(d) Any other insurance required by Applicable Law.

Such insurance will not be construed to create a limit of a Party's liability with respect to its indemnification obligations under this Article 12 (Indemnification). Each Party will provide the other Party with written evidence of such insurance or self-insurance upon request. Each Party will provide the other Party with prompt written notice of cancellation, non-renewal, or material change in such insurance or self-insurance that could materially adversely affect the rights of such other Party hereunder and will provide such notice within [**] after any such cancellation, non-renewal, or material change.

ARTICLE 13
TERM AND TERMINATION

13.1 **Term**. This Agreement will commence upon the Effective Date and, if not otherwise terminated earlier pursuant to this Article 13 (Term and Termination), will continue, on a Product-by-Product (including with respect to LB-001, if CANbridge exercises the LB-001 Option prior to the LB-001 Option Deadline) and country-by-country basis, in full force and effect until the expiration of the Royalty Period applicable to such Product and such country (or, if CANbridge exercises the LB-001 Option prior to the LB-001 Option Deadline, the LB-001 Royalty Period applicable to such country) and will expire in its entirety upon the expiration of the final Royalty Period and, if applicable, the final LB-001 Royalty Period; *provided* that, if the Parties have executed the Co-Development and Co-Commercialization Agreement with respect to a Product, the term of this Agreement with respect to the applicable Product will continue until such Product is no longer being Exploited (such period from the Effective Date until the expiration of this Agreement with respect to all Products and, if CANbridge exercises the LB-001 Option prior to the LB-001 Option Deadline, LB-001, the "**Term**").

13.2 **Termination for Material Breach**.

13.2.1 **Material Breach and Cure Period**. Subject to Section 13.2.2 (Disputes Regarding Material Breach), either Party (the "**Non-Breaching Party**") may terminate this Agreement in the event the other Party (the "**Breaching Party**") has materially breached this Agreement, and such material breach has not been cured within [**] after receipt of written notice of such breach by the Breaching Party from the Non-Breaching Party (or within [**] in the case of any payment breach) (such [**]- or [**]-day period, the "**Cure Period**"). If a breach relates: (i) solely to LB-001, any such termination shall be limited solely to rights pertaining to LB-001, (ii) solely to Products Directed to a single Target, any such termination shall be limited solely to rights pertaining to such Target and (iii) to matters beyond the scope of the foregoing clauses (i) and (ii), then any such termination shall

pertain to the Agreement in its entirety. The written notice describing the alleged material breach will provide sufficient detail

to put the Breaching Party on notice of such material breach. Any termination pursuant to this Section 13.2.1 (Material Breach and Cure Period) will become effective at the end of the Cure Period, unless the Breaching Party has cured any such material breach prior to the expiration of such Cure Period, or, if such material breach is not curable prior to the expiration of the applicable, then such Cure Period will be extended so long as the Breaching Party has (a) provided to the Non-Breaching Party a written plan that is reasonably calculated to effect a cure of such material breach, and (b) the Breaching Party commits to and diligently carries out such plan as provided to the Non-Breaching Party, *provided* that, in no event will the Cure Period be extended to more than a total of [**].

13.2.2 **Disputes Regarding Material Breach**. If the Parties reasonably and in good faith disagree as to the scope or existence of a material breach, then the Breaching Party that disputes whether there has been a material breach may contest the allegation in accordance with Article 14 (Dispute Resolution), and the applicable Cure Period will toll upon the initiation of such dispute resolution procedures. If, as a result of such dispute resolution process, it is finally determined pursuant to Article 14 (Dispute Resolution) that the Breaching Party committed a material breach of this Agreement, then the applicable Cure Period will resume and unless such alleged breach was cured during the pendency of such Cure Period (once resumed), this Agreement will terminate (in whole or in part, as applicable) effective as of the expiration of such Cure Period. This Agreement will remain in full force and effect during the pendency of any such dispute resolution proceeding and all Cure Periods. Any such dispute resolution proceeding will not suspend any obligations of either Party hereunder and each Party will use reasonable efforts to mitigate any damages. Any payments that are made by one Party to the other Party pursuant to this Agreement pending resolution of the Dispute will be promptly refunded if it is determined pursuant to Article 14 (Dispute Resolution) that such payments are to be refunded by one Party to the other Party. If, as a result of such dispute resolution proceeding, it is determined that the Breaching Party did not commit such material breach (or such material breach was cured in accordance with this Section 13.2 (Termination for Material Breach)), then no termination of this Agreement will be effective, and this Agreement will continue in full force and effect.

13.3 **Termination for Insolvency**. To the extent permitted by Applicable Law, either Party may terminate this Agreement upon providing written notice to the other Party on or after the time that such other Party files or institutes a bankruptcy, reorganization, liquidation, or receivership proceeding or upon the appointment of a receiver or trustee over all or substantially all property, or upon an assignment of a substantial portion of the assets for the benefit of creditors (a "**Bankruptcy Filing**"), by the other Party; *provided*, *however*, that in the case of any involuntary bankruptcy proceeding, such right to terminate will only become effective if the applicable Party consents to the involuntary bankruptcy or such proceeding is not dismissed within [**] after the filing thereof. In the event of any termination pursuant to this Section 13.3 (Termination for Insolvency):

13.3.1 All rights and licenses now or hereafter granted by a Party to the other Party under or pursuant to this Agreement are, for all purposes of Section 365(n) of Title 11 of the United States Bankruptcy Code, licenses of rights to "intellectual property" as defined in the U.S. Bankruptcy Code. Upon a Bankruptcy Filing by a Party, such Party agrees that the non-bankrupt Party, as licensee of such rights under this Agreement, will retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code. Each Party acknowledges and agrees that "embodiments" of intellectual property rights

within the meaning of Section 365(n) include laboratory notebooks, cell lines, product samples, and inventory, research studies and data, all Regulatory Approvals (and all applications for Regulatory Approval) and rights of reference therein, in each case that are within the LogicBio Technology (in the event that LogicBio is the bankrupt Party) or within the CANbridge Licensed Technology (in the event that CANbridge is the bankrupt Party). If (A) a case under the U.S. Bankruptcy Code is commenced by or against a Party, (B) this Agreement is rejected as provided in the U.S. Bankruptcy Code, and (C) the non-bankrupt Party elects to retain its rights hereunder as provided in Section 365(n) of the U.S. Bankruptcy Code, the bankrupt Party (in any capacity, including debtor-in-possession) and its successors and assigns (including a trustee) will:

(a) provide the non-bankrupt Party with a complete duplicate of (or complete access to, as appropriate) all such intellectual property rights (including all embodiments thereof) held by the bankrupt Party and such successors and assigns, or otherwise available to them, immediately upon the non-bankrupt Party's written request. Whenever the bankrupt Party or any of its successors or assigns provides to the non-bankrupt Party any of the intellectual property rights licensed hereunder (or any embodiment thereof) pursuant to this Section 13.3.1(a) (Termination for Insolvency), the non-bankrupt Party will have the right to perform the bankrupt Party's obligations hereunder with respect to such intellectual property rights, but neither such provision nor such performance by the non-bankrupt Party will release the bankrupt Party from liability resulting from rejection of the license or the failure to perform such obligations; and

(b) not interfere with the non-bankrupt Party's rights under this Agreement, or any agreement supplemental hereto, to such intellectual property rights (including such embodiments), including any right to obtain such intellectual property rights (or such embodiments) from another entity, to the extent provided in Section 365(n) of the U.S. Bankruptcy Code.

13.4 **Termination for Convenience**. CANbridge will be entitled to terminate this Agreement in its entirety, at its sole discretion, at any time upon [**] prior written notice to LogicBio thereof.

13.5 **Termination for Patent Challenge**. If CANbridge or any of its Affiliates or Sublicensees, directly or indirectly through any Third Party, commences any interference or opposition proceeding with respect to, challenges the validity or enforceability of, or opposes any extension of or the grant of a supplementary protection certificate with respect to, any LogicBio Licensed Patent Right or LogicBio LB-001 Patent Right (a "**Patent Challenge**"), then LogicBio will have the right to terminate this Agreement on [**] written notice to CANbridge; such termination of such license to be effective immediately following such notice period; *provided* that if CANbridge or its Affiliate or Sublicensee withdraws (or causes to be withdrawn) such Patent Challenge within [**] after being requested to do so by LogicBio in writing (which termination notice will be deemed a request), then LogicBio will have no right to terminate this Agreement pursuant to this Section 13.5 (Termination for Patent Challenge). For clarity, LogicBio may not terminate this Agreement pursuant to this Section 13.5 (Termination for Patent Challenge) if CANbridge or its Affiliate or Sublicensee is required by legal process to be joined as a party in any Patent Challenge by a Third Party. In addition, notwithstanding the foregoing, LogicBio will have no right to terminate this Agreement pursuant to this Section 13.5 (Termination for Patent Challenge) with respect to: (i) any affirmative defense or other validity, enforceability, or non-infringement challenge, whether in the same action or in any other agency or forum of competent jurisdiction, advanced by CANbridge,

or any of its Affiliates or Sublicensees in response to any claim or action brought in the first instance by, or on behalf of, LogicBio or any Third Party, or (ii) any Patent Challenge that is commenced by a Sublicensee, *provided* that CANbridge demands that such Sublicensee withdraw such Patent Challenge promptly after CANbridge becomes aware of such Patent Challenge and terminates the sublicense agreement with the applicable Sublicensee if such Sublicensee does not withdraw such Patent Challenge within [**] after receipt of notice from CANbridge.

13.6 **Termination for Cessation of Development or Commercialization**. On a Target-by-Target basis, if CANbridge and its Affiliates and their respective Sublicensees do not conduct any [**] Development or Commercialization activities with respect to a Target in [**] for a continuous period of longer than [**], then LogicBio may, in its sole discretion, terminate this Agreement with respect to such Target upon [**] prior written notice to CANbridge. Notwithstanding any provision to the contrary set forth in this Agreement, the foregoing [**] period will automatically be tolled for any period that such inactivity is due to (a) a decision by the JSC to stop or delay further Development or Commercialization, as applicable, due to a safety concern or (b) any event of Force Majeure. For clarity, material activities undertaken to resolve a clinical hold imposed by an applicable Regulatory Authority or an inability of CANbridge to obtain supply of Products that are Manufactured by CANbridge or on behalf of CANbridge by a Third Party will be considered material Development or Commercialization activities.

13.7 **Termination upon End of Research Phase Prior to First IND Effective Date**. On a Target-by-Target basis, the Agreement will automatically terminate with respect to a Target upon the end of the Research Phase for such Target if the Research Phase for such Target ends prior to the first IND Effective Date of a Product Directed to such Target.

13.8 **Effects of Termination**.

13.8.1 **Effects of Termination Generally**. Upon termination of this Agreement in its entirety or with respect to a Target or LB-001:

(a) **Wind-Down**. Promptly following receipt by the applicable Party of a notice of termination pursuant to this Article 13 (Term and Termination), the Parties will begin to wind-down their respective activities under this Agreement with respect to the Terminated Targets and LB-001, as applicable. The JSC and, if applicable, the LB-001 JSC, will coordinate the wind-down of each Party's efforts under this Agreement, and, if the applicable committees have disbanded, then the Parties will establish an appropriate committee to coordinate such wind-down. Notwithstanding the foregoing terms of Section 13.8.1(a) (Wind-Down), if LogicBio elects to continue to Exploit any Products or Exploit LB-001 in Greater China, then, LogicBio will not be required to wind down its efforts under this Agreement with respect to such Products or LB-001.

(b) **Termination of Rights and Licenses**. Without limiting the effect that such termination will have on any provisions of this Agreement, other than as expressly set forth herein, including those provisions that this Agreement expressly provides will survive such termination and subject to Section 2.2.3 (Survival of Sublicenses), all rights and licenses granted herein to either Party will terminate with respect to the Terminated Targets and LB-001, as applicable; *provided* that such licenses will continue as necessary for the Parties to complete the orderly wind-down of their activities under this

Agreement in accordance with Applicable Law and as otherwise required in accordance with Section 13.8.1(a) (Wind-Down).

(c) **Termination of Payment Obligations**. All payment obligations hereunder with respect to the Terminated Targets will terminate, other than those that are accrued and unpaid as of the effective date of such termination.

(d) **Sell-Off Right**. During the [**] period following the effective date of termination, CANbridge will have the right to sell or otherwise dispose of the then-existing inventory of Products with respect to the Terminated Targets and, if CANbridge has exercised the LB-001 Option prior to the LB-001 Option Deadline and the Agreement is terminated with respect to LB-001, LB-001, on hand at the time of such termination or in the process of Manufacturing, in accordance with the terms of this Agreement.

(e) **Return of Confidential Information**. Upon the expiration or termination of this Agreement, (i) the Receiving Party will return to the Disclosing Party or, as directed by the Disclosing Party, destroy (and certify such destruction in writing) all Confidential Information of the Disclosing Party (or if the Agreement is terminated with respect to one or more Targets or LB-001 but not in its entirety, all Confidential Information of the Disclosing Party that solely relates to the Terminated Targets or LB-001, as applicable), that is in the Receiving Party's possession or control and (ii) CANbridge will ensure that the Designated CMO returns to LogicBio or, as directed by LogicBio, destroys (and certifies such destruction in writing) all Confidential Information of LogicBio within the information disclosed to the Designated CMO under the Subsequent Manufacturing Technology Transfer (or if the Agreement is terminated with respect to one or more Targets or LB-001 but not in its entirety, all such Confidential Information of LogicBio that solely relates to the Terminated Targets or LB-001, as applicable), *provided*, *however*, that in each case ((i) and (ii)), copies may be retained and stored by the Receiving Party solely for the purpose of determining its obligations under this Agreement, subject to the non-disclosure and non-use obligation under Article 10 (Confidentiality). In addition, the Receiving Party will not be required to return or destroy Confidential Information contained in any computer system back-up records made in the ordinary course of business; *provided* that such Confidential Information may not be accessed without the Disclosing Party's prior written consent or as required by Applicable Law.

(f) **Transfer of Prosecution Rights**. Upon the expiration or termination of this Agreement, CANbridge will promptly cooperate and assist in transitioning to LogicBio the prosecution and maintenance of all Patent Rights that CANbridge is prosecuting or maintaining pursuant to Section 11.4 (Patent Prosecution) as of the effective date of termination, including by executing documents in a timely manner as may be reasonably necessary to allow LogicBio to continue such prosecution and maintenance.

13.8.2 **Grantback License; Product Reversion**. In addition to those general effects set forth in Section 13.8.1 (Effects of Termination Generally), the following terms of this Section 13.8.2 (Grantback License; Product Reversion) will apply (A) with respect to a Terminated Target, solely if (i) LogicBio terminates this Agreement with respect to

such Terminated Target under Section 13.2 (Termination for Material Breach), Section 13.3 (Termination for Insolvency), Section 13.5 (Termination for Patent Challenge) or Section 13.6 (Termination for Cessation of Development or Commercialization) or (ii) CANbridge terminates this Agreement with respect to such Terminated Target under Section 13.4 (Termination for Convenience), and (B) with respect to LB-001, if CANbridge has exercised the LB-001 Option within the LB-001 Option Deadline and the Agreement is terminated with respect to LB-001 for any reason:

(a) CANbridge will grant and hereby does grant to LogicBio, effective as of the date of termination, a worldwide, perpetual, exclusive license, with the right to grant sublicenses through multiple tiers, under the CANbridge Product Technology to make, have made, use, import, offer to sell and sell (i) Products with respect to the Terminated Targets in the CANbridge Field in the Territory and (ii) if CANbridge has exercised the LB-001 Option within the LB-001 Option Deadline and the Agreement is terminated with respect to LB-001, LB-001 in the CANbridge Field in Greater China. The foregoing license will be royalty-free, unless CANbridge terminates the Agreement with respect to LB-001 under Section 13.2 (Termination for Material Breach), in which case the agreement will include commercially reasonable royalty and milestone terms with respect to LB-001. In the event that the Parties are unable to agree upon such commercially reasonable royalty and milestone terms within [**] following the date of termination of this Agreement with respect to LB-001 by CANbridge under Section 13.2 (Termination for Material Breach), either Party may require that all remaining unresolved issues with respect to such terms be referred to an independent expert selected by the mutual agreement of the Parties for resolution, which independent expert, unless otherwise agreed in writing by the Parties, must not be a current or former employee, contractor, agent, or consultant of either Party or its Affiliates. If the Parties cannot agree on an independent expert within [**] after initiating the selection process, then each Party will choose an independent expert who is not a current or former employee, contractor, agent, or consultant of such Party or its Affiliates, and the two independent experts so selected will select a third independent expert to resolve such unresolved issues, which third independent expert, unless otherwise agreed in writing by the Parties, must not be a current or former employee, contractor, agent, or consultant of either Party or its Affiliates. The decision of the independent expert(s) will be consistent with reasonable and customary terms for transactions of a similar nature. Except in the case of fraud or manifest error on the part of such independent expert(s), the decision of such independent expert(s) will be binding upon the Parties, and the Parties will promptly enter into a license agreement that reflects such decision, which license agreement will be effectively retroactive to the date of termination, unless otherwise mutually agreed by the Parties. The costs of the independent expert(s) will be shared by both Parties equally.

(b) Unless expressly prohibited by any Regulatory Authority, at LogicBio's written request, CANbridge will and hereby does, and will cause its Affiliates and its Sublicensees to, (i) effective as of the date of termination, assign to LogicBio all of its rights, title, and interests in and to all Clinical Trial data, Regulatory Submissions, and Regulatory Approvals applicable to any Products with respect to the Terminated Targets (and, if CANbridge has exercised the LB-001 Option within the LB-001 Option Deadline and the Agreement is terminated with respect to LB-001, with respect to LB-001) and then owned or otherwise Controlled by CANbridge or any of its Affiliates or its Sublicensees, and (ii) to the

extent assignment pursuant to clause (i) is delayed or is not permitted by the applicable Regulatory Authority, permit LogicBio to cross-reference and rely upon any Clinical Trial data, Regulatory Submissions, and Regulatory Approvals filed by CANbridge or its Affiliates or Sublicensees with respect to any such Product (and, if CANbridge has exercised the LB-001 Option within the LB-001 Option Deadline and the

Agreement is terminated with respect to LB-001, with respect to LB-001). CANbridge will take all reasonable steps necessary to transfer, or will cause its Affiliates and Sublicensees to transfer, ownership of all such assigned Regulatory Submissions and Regulatory Approvals to LogicBio, including submitting to each applicable Regulatory Authority a letter or other necessary documentation (with a copy to LogicBio) notifying such Regulatory Authority of the transfer of such ownership of each such Regulatory Submission and Regulatory Approval.

(c) Unless expressly prohibited by any Regulatory Authority, at LogicBio's written request, CANbridge will and hereby does, and will cause its Affiliates and any Sublicensees not taking a direct license from LogicBio pursuant to Section 2.2.3 (Survival of Sublicenses) to, transfer control of all Clinical Trials involving any Products with respect to the Terminated Targets (and, if CANbridge has exercised the LB-001 Option within the LB-001 Option Deadline and the Agreement is terminated with respect to LB-001, involving LB-001), which Clinical Trials are being conducted by or on behalf of CANbridge, an Affiliate, or any such Sublicensee as of the date of termination, to LogicBio or its Affiliates or a Third Party that is designated in writing by LogicBio. CANbridge will continue to conduct such Clinical Trials, at LogicBio's cost, until such transfer is completed in order to enable such transfer to be completed without interruption of any such Clinical Trial (including the assignment of all related Regulatory Submissions and investigator and other agreements relating to such Clinical Trials); *provided* that LogicBio will not have any obligation to continue any Clinical Trial unless required by Applicable Law or under the terms of any agreement relating to such Clinical Trial that LogicBio agrees to assume. LogicBio will pay all out-of-pocket costs incurred by either Party to complete such Clinical Trials if LogicBio requests that such Clinical Trials be completed.

(d) LogicBio will have the right, [**].

(e) Effective as of the date of termination, CANbridge hereby grants and agrees to grant to LogicBio a fully paid-up, royalty-free, worldwide, transferable, sublicensable (through multiple tiers), perpetual, and irrevocable license to use the Trademarks owned or otherwise Controlled by CANbridge or its Affiliates solely identifying each Product with respect to the Terminated Targets and, if the Agreement is terminated with respect to LB-001, LB-001 (which will not include CANbridge House Marks) for the purpose of commercializing such Product and LB-001.

(f) CANbridge will, and will cause its Affiliates and Sublicensees to, provide any other assistance or take any other actions, in each case reasonably requested

by LogicBio, as necessary to transfer to LogicBio the exploitation of the Products with respect to the Terminated Targets (and, if CANbridge has exercised the LB-001 Option within the LB-001 Option Deadline and the Agreement is terminated with respect to LB-001, with respect to LB-001), and will execute all documents as may be reasonably requested by LogicBio in order to give effect to this Section 13.8.2 (Grantback License; Product Reversion); *provided* that if CANbridge terminated the Agreement with respect to LB-001 under Section 13.2 (Termination for Material Breach), then LogicBio shall reimburse CANbridge for all such assistance and actions with respect to LB-001 at a price to be determined by the Parties.

13.9 **Remedies**. Notwithstanding any provision to the contrary set forth in this Agreement, except as otherwise set forth in this Agreement, termination or expiration of this Agreement will not relieve the Parties of any liability or obligation that accrued hereunder prior to the effective date of such termination or expiration, nor prejudice either Party's right to obtain performance of any obligation. Each Party will be free, pursuant to Article 14 (Dispute Resolution), to seek, without restriction as to the number of times it may seek, damages, expenses, and remedies that may be available to it under Applicable Law or in equity and will be entitled to offset the amount of any damages and expenses obtained against the other Party in a final determination under Section 14.3 (Litigation), against any amounts otherwise due to such other Party under this Agreement.

13.10 **Election to Continue in Lieu of Termination**

. Notwithstanding the foregoing, if CANbridge has the right to terminate this Agreement pursuant to Section 13.2 (Termination for Material Breach) based on an uncured breach by LogicBio, CANbridge may elect, in lieu of such termination and in addition to any other remedies available to CANbridge at law or in equity, to maintain this Agreement in [**].

13.11 **Survival**. In the event of termination of this Agreement, in addition to the provisions of this Agreement that continue in effect in accordance with their terms, the following provisions of this Agreement will survive: Article 1 (Definitions), Section 2.2.3 (Survival of Sublicenses), Section 2.5 (No Implied Licenses), Article 8 (Payments and Royalties) (solely to the extent applicable to any payments due and payable under this Agreement as of the effective date of termination or due to the sell off of existing inventory pursuant to Section 13.8.1(d) (Sell-Off Right)), Section 8.14 (Record Retention; Audits) (until [**] following the effective date of termination), Section 9.6 (Disclaimer of Warranties), Section 9.7 (Limitation of Liability), Article 10 (Confidentiality) (until the end of the confidentiality term set forth in Section 10.2 (Non-Disclosure and Non-Use Obligation)), Section 11.1 (Ownership), Section 13.1 (Term), Section 13.8 (Effects of Termination), Section 13.11 (Survival), Article 14 (Dispute Resolution) and Article 15 (Miscellaneous).

ARTICLE 14
DISPUTE RESOLUTION

14.1 **[**] Dispute Resolution Mechanism**. The Parties agree that, except as expressly set forth in this Agreement, the procedures set forth in this Article 14 (Dispute Resolution) will be the [**] mechanism for resolving any dispute, controversy, or claim between the Parties arising out of or relating to this Agreement (whether based on contract, tort or otherwise) (each, a "**Dispute**," and collectively, the "**Disputes**") that is not resolved through [**] between the Parties pursuant to [**].

14.2 **Resolution by Executive Officers**. Except as otherwise provided in this Section 14.2 (Resolution by Executive Officers) or as provided in Section 14.4 (Preliminary Injunctions), in the event of any Dispute regarding the construction or interpretation of this Agreement, or the rights, duties, or

liabilities of either Party hereunder, the Parties will first attempt in [**] to resolve such Dispute by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within [**], either Party may, by written notice to the other Party, refer the Dispute to the Executive Officer of the other Party for attempted resolution by [**] within [**] after such notice is received. Each Party may, in its sole discretion, seek resolution of any and all Disputes that are not resolved under this Section 14.2 (Resolution by Executive Officers) in accordance with Section 14.3 (Litigation).

14.3 **Litigation**. Any unresolved Dispute that was subject to Section 14.2 (Resolution by Executive Officers), will be brought exclusively in a court of competent jurisdiction, federal or state, located in Boston, Massachusetts, and in no other jurisdiction. Each Party hereby irrevocably consents to personal jurisdiction and venue in, and irrevocably agrees to service of process issued or authorized by any such court in any such action or proceeding. The Parties hereby irrevocably waive any objection which they may now have or hereafter have to the laying of venue in the federal or state courts of Massachusetts in any such action or proceeding, and hereby irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. The Parties hereby agree that any final judgment rendered by any such federal or state court of Massachusetts in any action or proceeding involving any Dispute, from which no appeal can be or is taken, may be enforced by the prevailing Party in any court of competent jurisdiction.

14.4 **Preliminary Injunctions**. Notwithstanding any provision to the contrary set forth in this Agreement, in the event of an actual or threatened breach of a Party's obligations under this Agreement, a Party may seek a temporary restraining order or a preliminary injunction from any court of competent jurisdiction in order to prevent immediate and irreparable injury, loss, or damage on a provisional basis.

14.5 **Patent and Trademark Disputes**. Notwithstanding any provision to the contrary set forth in this Agreement, any and all issues regarding the scope, construction, validity, and enforceability of any Patent Rights or trademark relating to a Product that is the subject of this Agreement will be determined in a court or other tribunal, as the case may be, of competent jurisdiction under the applicable patent or trademark laws of the country in which such Patent Rights or trademark rights were granted or arose.

14.6 **Confidentiality**. Any and all activities conducted under this Article 14 (Dispute Resolution), including any and all proceedings and decisions hereunder, will be deemed Confidential Information of each of the Parties, and will be subject to Article 10 (Confidentiality), to the extent applicable in accordance with Applicable Law.

ARTICLE 15
MISCELLANEOUS

15.1 **Performance through Affiliates**. Each Party may discharge any obligations and exercise any rights hereunder through delegation of its obligations or rights to any of its Affiliates. Each Party hereby guarantees the performance by its Affiliates of such Party's obligations under this Agreement and will cause its Affiliates to comply with the provisions of this Agreement in connection with such performance.

15.2 **Notices**. All notices and other communications given or made pursuant hereto will be in writing (including by electronic mail) and will be deemed to have been duly given (a) on the date delivered, if delivered personally, or on the next Business Day after being sent by reputable overnight courier

(with delivery tracking provided, signature required, and delivery prepaid), in each case, to the Parties at the following addresses, or (b) on the date sent if sent by email to the email address provided below and if confirmed by confirmatory return email to the email address specified below (or at such other address, or email address for a Party as will be specified by notice given in accordance with this Section 15.2 (Notices)).

If to CANbridge:

CANbridge Care Pharma Hong Kong Limited
Room 402, Huawen International Plaza
999 West Zhongshan Road, Changning District
Shanghai, 200051, P.R. China
Attention: [**]
Email: [**]

with a copy (which will not constitute notice) to:

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210, U.S.A.
Attention: [**]
Email: [**]

If to LogicBio:

LogicBio Therapeutics, Inc.
65 Hayden Ave., Floor 2,
Lexington, MA 02421, U.S.A.
Attention: [**]
Email: [**]

with a copy (which will not constitute notice) to:

Ropes & Gray LLP
800 Boylston Street
Boston, MA 02199, U.S.A.
Attention: [**]
Email: [**]

15.3 **Force Majeure**. Both Parties will be excused from the performance of their obligations under this Agreement to the extent that such performance is prevented or delayed by Force Majeure and the nonperforming Party promptly provides notice of the prevention or delay to the other Party. Such excuse will be continued so long as the condition constituting Force Majeure continues and the nonperforming Party takes reasonable efforts to remove the condition. Notwithstanding the foregoing, a Party will not be excused from making payments owed hereunder because of a Force Majeure affecting such Party. If a Force Majeure persists for more than [**], then the Parties will discuss in [**] the modification of the Parties' obligations under this Agreement in order to mitigate the delays caused by such Force Majeure.

15.4 **Assignment**. Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other, except that a Party may make such an

assignment without the other Party's consent to (a) Affiliates pursuant to Section 15.1 (Performance by Affiliates), *provided* that such Party will remain responsible for such Affiliate's conduct and compliance with its obligations under this Agreement, or (b) a successor to all or substantially all of the business of such Party to which this Agreement relates, whether in a merger, sale of stock, acquisition, or similar transaction or series of related transactions. Any permitted assignment will be binding on the successors of the assigning Party. Any assignment or attempted assignment by either Party in violation of the terms of this Section 15.4 (Assignment) will be null, void, and of no legal effect.

15.5 **Severability**. If any one or more of the provisions of this Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction from which no appeal can be or is taken, then the provision will be considered severed from this Agreement and will not serve to invalidate any remaining provisions hereof. The Parties will make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Agreement may be realized.

15.6 **English Language**. This Agreement will be written and executed in, and all other communications under or in connection with this Agreement, will be in the English language. Any translation into any other language will not be an official version thereof, and in the event of any conflict in interpretation between the English version and such translation, the English version will control.

15.7 **Waiver and Non-Exclusion of Remedies**. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver will be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. The waiver by either Party of any right hereunder or of the failure to perform or of a breach by the other Party will not be deemed a waiver of any other right hereunder or of any other breach or failure by such other Party whether of a similar nature or otherwise. The rights and remedies provided herein are cumulative and do not exclude any other right or remedy provided by Applicable Law or otherwise available except as expressly set forth herein.

15.8 **Further Assurance**. Each Party will duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents, and instruments, as may be necessary or as the other Party may reasonably request in connection with this Agreement or to carry out more effectively the provisions and purposes hereof.

15.9 **Relationship of the Parties**. It is expressly agreed that LogicBio, on the one hand, and CANbridge, on the other hand, will be independent contractors and that the relationship between the two Parties will not constitute a partnership, joint venture or agency. Neither LogicBio nor CANbridge will have the authority to make any statements, representations or commitments of any kind, or to take any action that will be binding on the other, without the prior written consent of the other Party to do so. All Persons employed by a Party will be employees of that Party and not of the other Party and all expenses and obligations incurred by reason of such employment will be for the account and expense of such Party.

15.10 **Construction**. Except where the context otherwise requires, wherever used, the singular will include the plural, the plural will include the singular, and the use of any gender will be applicable to all genders. Whenever this Agreement refers to a number of days without using a term otherwise defined herein, such number refers to calendar days. The captions of this Agreement are for the convenience of reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. The terms "including,"

"include," "includes," or "for example" will not limit the generality of any description preceding such term and as used herein will have the same meaning as "including, but not limited to" or "including, without limitation." The word "shall" will be construed to have the same meaning and effect as the word "will." References to any specific law, rule or regulation, or article, Section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof. The term "or" will be interpreted in the inclusive sense commonly associated with the term "and/or." Any reference herein to any person or entity will be construed to include the person's or entity's successors and assigns. The language of this Agreement will be deemed to be the language mutually chosen by the Parties and no rule of strict construction will be applied against either Party hereto. Each Party represents that it has been represented by legal counsel in connection with this Agreement and acknowledges that it has participated in the drafting hereof. In interpreting and applying the terms and provisions of this Agreement, the Parties agree that no presumption will apply against the Party which drafted such terms and provisions.

15.11 **Governing Law**. This Agreement was prepared in the English language, which language will govern the interpretation of, and any dispute regarding, the terms of this Agreement. This Agreement and all disputes arising out of or related to this Agreement or any breach hereof will be governed by and construed under the laws of the State of New York, without giving effect to any choice of law principles that would require the application of the laws of a different state or jurisdiction. Notwithstanding any other provision in this Agreement, the Parties expressly reject the application to this Agreement, all transactions and activities contemplated hereby, and all Disputes of (a) the United Nations Convention on Contracts for the International Sale Of Goods, and (b) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by that certain Protocol, concluded at Vienna, Austria on April 11, 1980.

15.12 **Entire Agreement and Amendment**. This Agreement, including the Exhibits and Schedules hereto, sets forth the complete, final and exclusive agreement and all the covenants, promises, agreements, warranties, representations, conditions and understandings between the Parties hereto with respect to the subject matter hereof and supersedes, as of the Effective Date, all prior and contemporaneous agreements and understandings between the Parties with respect to the subject matter hereof. There are no covenants, promises, agreements, warranties, representations, conditions or understandings, either oral or written, between the Parties other than as are set forth herein and therein. No subsequent alteration, amendment, change or addition to this Agreement will be binding upon the Parties unless reduced to a writing explicitly stating the Parties' intent to amend this Agreement that is signed by an authorized officer of each Party. In the event of any inconsistency between the body of this Agreement and either any Exhibits or Schedules to this Agreement or any subsequent agreements ancillary to this Agreement, unless otherwise express stated to the contrary in such Exhibit, Schedule or ancillary agreement, the terms contained in this Agreement will control.

15.13 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile, .pdf, or other electronically transmitted signatures and such signatures will be deemed to bind each Party as if they were the original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

CANBRIDGE CARE PHARMA HONG KONG LIMITED

By: /s/ XUE James Qun
(Signature)

Name: XUE James Qun

Title: Authorized Representative

LOGICBIO THERAPEUTICS, INC.

By: /s/ Frederic Chereau
(Signature)

Name: Frederic Chereau

Title: President and CEO

Exhibit 10.2

EXECUTIVE EMPLOYMENT AGREEMENT

This Employment Agreement (this **"Agreement"**) is entered as of the last date set forth on the signature page below by and between LogicBio Therapeutics, Inc. (the **"Company"**) and [ ] (**"Executive"**).

1. Duties and Scope of Employment.

(a) Positions and Duties. The Company hereby agrees to employ Executive, as its [_____], and Executive hereby agrees to serve the Company in such capacity, during the Employment Term. Subject to Executive's acceptance of the terms in this Agreement, Executive's anticipated start date is [_____] or such other date as may be reasonably agreed upon with the Company's President and Chief Executive Officer (the **"CEO"**, and the date Executive actually begins employment with the Company, the **"Start Date"**). Executive will render such business and professional services in the performance of her duties, consistent with Executive's position within the Company, as will reasonably be assigned to Executive by the Company's CEO. The period of Executive's employment under this Agreement is referred to herein as the **"Employment Term."**

(b) Obligations. During the Employment Term, Executive will perform her duties faithfully and to the best of her ability and will devote her full business efforts and time to the Company. For the duration of the Employment Term, Executive agrees not to actively engage in any other employment, occupation, or consulting activity for any direct or indirect remuneration without the prior approval of the CEO or the Company's Board of Directors (the **"Board"**).

2. At-Will Employment. The parties agree that Executive's employment with the Company will continue to be "at-will" employment and may be terminated at any time with or without cause or notice. However, as described in this Agreement, Executive may be entitled to severance benefits depending on the circumstances of Executive's termination of employment with the Company.

3. Compensation.

(a) Base Salary. During the Employment Term, the Company will pay Executive an annual salary (the **"Base Salary"**) of $[ ] as compensation for Executive's services. The Base Salary will be paid periodically in accordance with the Company's normal payroll practices. Executive's Base Salary will be subject to review by the Compensation Committee (the **"Compensation Committee"**) of the Board and adjustments to the Base Salary may be made in its discretion.

(b) Bonus. During the Employment Term, Executive will be eligible to receive an annual bonus, with a target equal to [ ] percent ([ ]) of the Base Salary, upon achievement of certain performance objectives to be determined by the CEO and/or the Compensation Committee. The amount, terms and conditions of any annual bonus will be determined by the Compensation Committee in its discretion and any annual bonus will be subject to the terms and conditions of the applicable Company bonus plan, as in effect from time to time. Any earned annual bonus will be paid as soon as reasonably practicable after the Compensation

Committee determines that such bonus has been earned, but in no event shall the bonus be paid after the [ ] following the end of the calendar year to which the bonus relates, in accordance with the Company's normal payroll practices. The payment of any annual bonus will be subject to Executive's continued employment through the payment date, except as set forth in Section 6 or 7 below or as otherwise provided in an applicable bonus plan.

(c) Equity Compensation. During the Employment Term, Executive will be eligible to receive equity and equity-based awards in the discretion of the Board or the Compensation Committee and on such terms and conditions as are determined by the Board or the Compensation Committee in its discretion. At the earliest practicable time after the Start Date, the Company will recommend to the Board that Executive be granted (i) an option to purchase [ ] shares of the of the Company's common stock at an exercise price equal to the fair market value per share on the date of the grant (the "**Option**"). The Stock Option will vest [ ]. Any equity and equity-based awards granted to Executive will be governed by the terms and conditions of the applicable Company equity incentive plan(s), as in effect from time to time, and the award agreements governing such equity or equity-based awards (any such plan and award agreements, collectively, the **"Equity Agreements"**), which shall control in the event of any conflict with this Agreement**.**

(d) Employee Benefits. During the Employment Term, Executive will be entitled to participate in the employee benefit plans maintained by the Company as in effect from time to time of general applicability to other senior executives of the Company. The Company reserves the right to cancel or change any of its employee benefit plans at any time.

(e) Indemnification. Executive will be entitled to the same indemnification rights as the Company grants to other senior executives of the Company, subject to the provisions of the Company's by-laws and certificate of incorporation.

4. Vacation. Executive will be entitled to paid annual vacation in accordance with Company policy for other senior executive officers, as in effect from time to time.

5. Expenses.

(a) Subject to Section 5(b), the Company will reimburse Executive for all reasonable and necessary expenses incurred by Executive in connection with the performance of Executive's duties hereunder.

(b) Subject to any applicable policy established by the Company as in effect from time to time, the Company will reimburse Executive for expenses incurred pursuant to Section 5(a) upon Executive's having submitted valid receipts to the Company, provided that Executive is an employee of the Company on the date on which the expenses are incurred. Executive's right to payment or reimbursement for expenses hereunder shall be subject to the following additional rules: (i) the amount of expenses eligible for payment or reimbursement during any calendar year shall not affect the expenses eligible for payment or reimbursement in any other calendar year, (ii) payment or reimbursement shall be made not later than December 31 of the calendar year following the calendar year in which the expense or payment was incurred, and (iii) the right to payment or reimbursement is not subject to

liquidation or exchange for any other benefit.

6. Severance.

(a) Termination for other than Cause, Death or Disability or Resignation for Good Reason. If the Company (or any parent or subsidiary or successor of the Company) terminates Executive's employment with the Company other than for Cause (as defined below) and other than due to Executive's death or Disability (as defined below), or Executive resigns with Good Reason (as defined below), then, subject to Section 8, Executive will be entitled to (i) receive severance pay at a rate equal to Executive's Base Salary, as then in effect, for [ ] months from the date of such termination, which will be paid in equal installments in accordance with the Company's normal payroll practices; (ii) an amount equal to Executive's target annual bonus for the year in which such termination of employment occurs, multiplied by [ ], payable in equal installments in accordance with the Company's normal payroll practices over [ ] months from the date of such termination; and (iii) if Executive elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (**"COBRA"**) for Executive and her eligible dependents within the time period prescribed pursuant to COBRA, the Company will reimburse Executive for the COBRA premiums for such coverage until the earlier of (A) a period of [ ] months from the last date of employment of Executive with the Company, or (B) the date upon which Executive ceases to be eligible for coverage under COBRA. COBRA reimbursements will be made by the Company to Executive consistent with the Company's normal expense reimbursement policy. However, if the Company determines in its sole discretion that it cannot provide the foregoing COBRA benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or incurring additional taxes, the Company will in lieu thereof provide to Executive a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue her group health coverage in effect on the date of her termination of employment (which amount will be based on the premium for the first month of COBRA coverage) for the time period described in clause (A) in equal installments in accordance with the Company's normal payroll practices. In addition to the amounts described above, Executive will be entitled to receive Executive's accrued and unpaid Base Salary through the date Executive's employment terminates, any unreimbursed expenses due under Section 5 of above, and any vested benefits required to be paid or provided under the terms and conditions of the Company's benefit plans (collectively, the **"Accrued Benefits")** if Executive's employment terminates in the circumstances described in this Section 6(a).

(b) Termination for Cause or Death or Disability; Voluntary Resignation. If Executive's employment with the Company (or any parent or subsidiary or successor of the Company) is terminated voluntarily by Executive without Good Reason, for Cause by the Company or due to Executive's death or Disability, then Executive will be entitled to receive the Accrued Benefits and no further compensation or benefits will be paid to Executive under this Agreement.

(c) Exclusive Remedy. In the event of a termination of Executive's employment with the Company (or any parent or subsidiary or successor of the Company), the provisions of this Section 6 and Section 7 below are intended to be and are exclusive and in lieu of any other rights or remedies to which Executive or the Company may otherwise be entitled in

connection with the termination of Executive's employment under any employee compensation or benefit plan which provides benefits severance or continuation pay.

7. Termination for other than Cause, Death or Disability or Resignation for Good Reason within 24 months following a Change in Control. If the Company (or any parent or subsidiary or successor of the Company) terminates Executive's employment with the Company other than for Cause (as defined below) and other than due to Executive's death or Disability (as defined below), or Executive resigns with Good Reason (as defined below), in either case, within 24 months following a Change of Control (as defined below) then, subject to Section 8 and in lieu of the payments set forth in Section 6 above, Executive will be entitled to (i) receive a severance payment equal to [ ] the sum of (A) Executive's annual Base Salary, as then in effect, and (B) Executive's target annual bonus for the year in which such termination of employment occurs, (ii) continued group health coverage in effect on the date of her termination of employment for a period of [ ] months under COBRA as further described below; and (iii) accelerated vesting as to one hundred percent (100%) of Executive's then outstanding and unvested equity and equity-based awards (with any performance-vesting awards vesting at target levels). All amounts payable under prong (i) of this Section 7 will be paid in a lump sum on the first normal payroll date of the Company following the Release Deadline (as defined below) in accordance with the Company's normal payroll practices. In relation to prong (ii) of this Section 7, Executive and where applicable, Executive's spouse and eligible dependents, will continue to be eligible to receive reimbursement for COBRA coverage premiums under the Company's medical plans in accordance with the terms of the applicable plan documents. Further, notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot pay the such premiums without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the U.S. Public Health Service Act), regardless of whether Executive or Executive's dependents elect or are eligible for COBRA coverage, the Company instead shall pay to Executive, on the first day of each calendar month following the termination date, a cash payment equal to the applicable premium plus estimated income tax attributable to such additional income. In addition to the amounts described above, Executive will be entitled to receive the Accrued Benefits.

8. Conditions to Receipt of Severance; No Duty to Mitigate.

(a) Separation Agreement and Release of Claims. The receipt of any severance pursuant to Sections 6 or 7 will be subject to Executive signing and not revoking a separation agreement and general release of claims in a form reasonably satisfactory to the Company (the **"Release"**) and provided that such Release becomes effective and irrevocable no later than sixty (60) days following the termination date (such deadline, the **"Release Deadline"**). If the Release does not become effective and irrevocable by the Release Deadline, Executive will forfeit any rights to severance or benefits under this Agreement. In no event will severance payments or benefits be paid or provided until the Release becomes effective and irrevocable. Subject to Section 8(b), any cash severance pay to which Executive is entitled pursuant to Section 6 or 7 (other than the Accrued Obligations) will be paid, or will begin to be paid, on the first normal payroll date of the Company following the Release Deadline, with such payment to include all amounts that would have been paid prior to such date but for this Section 8(a).

(b) Section 409A.

(i) Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement that, when considered together with any other payments or benefits, would be considered deferred compensation under Code Section 409A and the final regulations and any guidance promulgated thereunder (collectively, **"Section 409A")** (together, the **"Deferred Payments")** will be paid or otherwise provided until Executive has incurred a "separation from service" within the meaning of Section 409A.

(ii) Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's termination (other than due to death), then the Deferred Payments that are payable within the first six (6) months following Executive's separation from service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service, but prior to the six (6) month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(iii) Any amounts paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section l.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of clause (i) above.

(iv) Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section l.409A-l(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit (as defined below) will not constitute Deferred Payments for purposes of clause (i) above.

(v) All payments under this Agreement are intended to be exempt from, or comply with, the requirements of Section 409A so that none of the payments and benefits provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A. In no event will the Company, any of its subsidiaries or affiliates be liable to Executive by reason of any acceleration of income or any additional tax (including any interest and penalties) asserted with respect to the failure of any payments or benefits provided under this Agreement to satisfy the applicable requirements of Section 409A.

(c) Confidential Information Agreement. Executive's continuing receipt of any payments or benefits under Section 6 or 7 will be subject to Executive continuing to comply with the terms of the Confidential Information Agreement (as defined in Section 11). In the event Executive breaches the provisions of the Confidential Information Agreement and is unable to cure such breach, if curable, within thirty (30) days following receipt from the Company of written notice of such breach, then all payments and benefits to which Executive may otherwise be entitled pursuant to Sections 6 or 7 will immediately cease.

(d) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any earnings that Executive may receive from any other source reduce any such payment.

9. Definitions.

(a) Cause. For purposes of this Agreement, **"Cause"** is defined, as determined by the Company in its reasonable judgment, as (i) breach of this Agreement or the Confidential Information Agreement by Executive; (ii) intentional and continued nonperformance or misperformance of Executive's duties or refusal to abide by or comply with the reasonable directives of the CEO or the Board, or the Company's policies and procedures, which, if reasonably susceptible to cure (as determined by the Company), is not cured within fifteen (15) days following Executive's receipt of written notice from the Company describing in reasonable detail the nature of the nonperformance, misperformance or refusal, as applicable; (iii) Executive's gross negligence in the performance of her material duties under this Agreement; (iv) Executive's fraud or willful misconduct with respect to the business or affairs of the Company; or (v) Executive's conviction of, or a plea of nolo contendere to, a felony or other crime involving moral turpitude. For purposes of this Agreement, any act, or failure to act, shall not be deemed willful or intentional unless it is done, or omitted to be done, by Executive in bad faith or without a reasonable good faith belief that Executive's action or omission was in the best interests of the Company. Notwithstanding the preceding sentence, in order for an event to qualify as "Cause", the Company must not terminate Executive's employment with the Company without first providing Executive with written notice of the acts or omissions constituting the grounds for "Cause".

(b) Change of Control. For purposes of this Agreement, **"Change of Control"** is defined as:

(i) the acquisition of the Company by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation or stock transfer, but excluding any such transaction effected primarily for the purpose of changing the domicile of the Company), unless the Company's stockholders of record immediately prior to such transaction or series of related transactions hold, immediately after such transaction or series of related transactions, at least fifty percent (50%) of the voting power of the surviving or acquiring entity *(provided* that the sale by the Company of its securities for the primary purpose of raising additional funds shall not constitute a Change of Control hereunder); or

(ii) a sale, license or other disposition of all or substantially all the assets, intellectual property or technology of the Company.

Notwithstanding the foregoing provisions of this definition, a transaction will not be deemed a Change of Control unless the transaction qualifies as a "change in control event" within the meaning of Section 409A.

(c) Code. For purposes of this Agreement, **"Code"** means the Internal Revenue Code of 1986, as amended.

(d) Disability. For purposes of this Agreement, **"Disability"** means that Executive has been unable to perform Executive's Company duties as the result of Executive's incapacity due to physical or mental illness for at least twenty-six (26) weeks after the commencement of such incapacity or for one-hundred and eighty (180) days in any consecutive twelve (12) month period, which incapacity is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to Executive or Executive's legal representative (such agreement as to acceptability not to be unreasonably withheld).

(e) Good Reason. For purposes of this Agreement, **"Good Reason"** means Executive's resignation within thirty (30) days following the expiration of any Company cure period (described below) following the occurrence of one or more of the following, without Executive's consent:

(i) a material diminution of Executive's authority, duties, or responsibilities with the Company in effect immediately prior to such assignment;

(ii) a material breach of this Agreement by the Company; or

(iii) any successor to the Company (whether pursuant to any Change in Control or otherwise) does not assume this Agreement; or

(iv) any reduction in Executive's base salary in effect immediately prior to such termination, unless the Company also similarly reduces the base salaries of all other similarly situated employees of the Company.

Executive will not resign for Good Reason without first providing the Company with written notice of the acts or omissions constituting the grounds for "Good Reason" within ninety (90) days of the initial existence of the grounds for "Good Reason" and a cure period of thirty (30) days following the date of such notice.

(f) Section 409A Limit. For purposes of this Agreement, **"Section 409A Limit"** will mean two (2) times the lesser of: (i) Executive's annualized compensation based upon the annual rate of pay paid to Executive during Executive's taxable year preceding Executive's taxable year of her separation from service as determined under Treasury Regulation Section l.409Al (b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 40l(a)(l 7) of the Internal Revenue Code for the year in which Executive's separation from service occurred.

10. Limitation on Payments.

(a) If Executive receives, is provided or may receive or be provided any payment or benefit that constitutes a "parachute payment" (as defined in Section 280G(b)(2) of the Code), and the net after-tax amount of any such parachute payment is less than the net after-tax amount if the aggregate payments and benefits to be made to Executive were three times Executive's "base amount" (as defined in Section 280G(b)(3) of the Code), less $1.00, then the aggregate of the amounts constituting the parachute payments shall be reduced to an amount equal to three times Executive's base amount, less $1.00. For purposes of determining the "net after-tax amount," the Company will cause to be taken into account all applicable federal, state and local income and employment taxes and the excise taxes (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes). If a reduction pursuant to this Section 10 is to occur, (x) Executive will have no rights to any additional payments and/or benefits that are being reduced, and (y) reduction in payments and/or benefits will occur in the following order: (i) reduction of cash payments, if any, which shall occur in reverse chronological order such that the cash payment owed on the latest date following the occurrence of the event triggering such excise tax will be the first cash payment to be reduced; (ii) cancellation of accelerated vesting of equity awards other than stock options, if any; (iii) cancellation of accelerated vesting of stock options, if any; and (iv) reduction of other payments or benefits, if any, paid or provided to Executive, which shall occur in reverse chronological order such that the payment or benefit owed on the latest date following the occurrence of the event triggering such excise tax will be the first benefit to be reduced. In the event that acceleration of vesting of equity awards or stock options is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant. If two or more equity awards or stock options are granted on the same date, each award or stock option will be reduced on a pro-rata basis. Notwithstanding, any excise tax imposed will be solely the responsibility of Executive. In no event shall Executive have any discretion with respect to the ordering of her payment reductions.

(b) Unless the Company and Executive otherwise agree in writing, any determination required under this Section 10 will be made in writing by a nationally recognized firm of independent public accountants selected by the Company, the Company's legal counsel or such other person or entity to which the Parties mutually agree (the **"Firm"**), whose determination will be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 10, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 2800 and 4999 of the Code. The Company and Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section 10. The Company will bear all costs the Firm may reasonably incur in connection with any calculations contemplated by this Section 10.

11. Confidential Information. Executive agrees that Executive will be bound by the Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement (the **"Confidential Information Agreement"**) by and between Executive and the Company, in accordance with its terms.

12. Assignment. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of Executive upon Executive's death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, **"successor"** means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all the assets or business of the Company. None of the rights of Executive to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance or other disposition of Executive's right to compensation or other benefits will be null and void.

13. Notices. All notices, requests, demands and other communications called for hereunder will be in writing and will be deemed given (i) on the date of delivery if delivered personally, (ii) one (1) day after being sent by a well-established commercial overnight service, or (iii) four (4) days after being mailed by registered or certified mail, return receipt requested, prepaid and addressed to the parties or their successors at the following addresses, or at such other addresses as the parties may later designate in writing:

If to the Company:

LogicBio Therapeutics,
Inc. 65 Hayden Avenue,
Floor 2

Lexington, MA 02421
Attn: General Counsel

If to Executive:

at the last residential address known by the Company.

14. Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement will continue in full force and effect without said provision.

15. Arbitration. Executive agrees that any and all controversies, claims, or disputes with anyone (including the Company and any employee, officer, director, stockholder or benefit plan of the Company in their capacity as such or otherwise) arising out of, relating to, or resulting from Executive's service to the Company, shall be subject to arbitration in accordance with the provisions of the Confidential Information Agreement.

16. Integration. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. This Agreement may be modified only by agreement of the parties by a written instrument executed by the parties that is designated as an amendment to this Agreement.

17. Waiver of Breach. The waiver of a breach of any term or provision of this Agreement, which must be in writing, will not operate as or be construed to be a waiver of any other previous or subsequent breach of this Agreement.

18. Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

19. Tax Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable taxes and other legally required amounts.

20. Governing Law. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to any conflict of laws principles that would result in the application of the laws of any other jurisdiction. Subject to Section 15, Executive agrees to submit to the exclusive jurisdiction of the courts of or in the Commonwealth of Massachusetts in connection with any dispute arising out of this Agreement.

21. Acknowledgment. Executive acknowledges that she has had the opportunity to discuss this matter with and obtain advice from her private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement.

22. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

[Signature Page Follows.]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by their duly authorized officers, as of the day and year written below.

COMPANY:

LOGICBIO THERAPEUTICS, INC.
By: _____ Date: _____
Name:
Title:

EXECUTIVE:

_____ Date: _____
[ ]

Signature Page to Executive Employment Agreement

Exhibit 10.3

LogicBio Therapeutics, Inc
65 Hayden Ave
Lexington, MA 02421
www.logicbio.com

November 6, 2020

Kyle Chiang
[***]

Dear Kyle,

I am happy to announce that you are being promoted to the position of Chief Operating Officer effective November 2, 2020. In your new role, you will continue reporting to Frederic Chereau.

In connection with your promotion, and exceptional performance last year, you will receive the following adjustment to your base compensation:

Your new annual salary will be $350,000, subject to all applicable taxes and withholdings. Your target annual bonus percentage will remain at 30% for 2020, but will increase to 40% in 2021. Also, as part of your promotion, the company will grant you options to purchase 85,000 sharesof common stock, which will vest over 4 years, with the first 25% vesting on the first anniversary of the award and the remainder vesting on a pro-rata monthly basis for the remaining 3 years. The options will be awarded in accordance with the terms to be set forth inthe grant documentation and the company's 2018 equity incentive plan.

Congratulations, and thank you for all of your hard work and tremendous contributions to LogicBio's progress. We look forward to working with you in your new role and seeing your continued success.

Sincerely,

/s/Frederic Chereau

Frederic Chereau, Chief Executive Officer
Agreed to and accepted by:

Signature: /s/Kyle Chiang **Name (print):** Kyle Chiang **Date:** 11/6/2020

CC: PERSONNEL FILE

Exhibit 10.4

CONSULTANCY AGREEMENT

This Consultancy Agreement (the "**Agreement**") is entered into and effective June 1st 2021(the "**Effective Date**") by and between Kyle Chiang ("**Consultant**"), an individual located at [**] and **LogicBio Therapeutics, Inc.** ("**LogicBio**") with offices located at 65 Hayden Avenue, Floor 2, Lexington, MA 02421, USA. Consultant and LogicBio shall be referred to individually as a "**Party**" and together as the "**Parties**".

1. **Description of Consulting Services**. Consultant is hereby retained by LogicBio to perform the consulting services (the "**Services**") as further described in Exhibit A attached hereto.

A. **Performance of Services**. Consultant shall perform the Services:

i. Personally without resort to any delegate or assignee without the prior written permission of LogicBio;

ii. In conformity with generally accepted professional standards; and

iii. In compliance with all applicable laws and regulations, including the UK Bribery Act 2010,the United States Foreign Corrupt Practices Act and the OECD Convention on CombattingBribery of Foreign Public Officials in International Business Transactions.

B. **Representations and Warranties**. Consultant represents and warrants:

i. Consultant has no authority (and shall not hold itself/himself/herself out as having authority) to bind LogicBio without prior written authorization;

ii. Consultant is not affiliated with the U.S. Department of Veterans Affairs, the National Institutes of Health or any other federal, state, or local government institution, or, if Consultant is so affiliated, Consultant has provided a signed acknowledgement form of anauthorized official from said institution before executing this Agreement;

iii. There is no conflict of interest in Consultant providing the Services and Consultant will ensure that no such conflict arises during the term of this Agreement;

iv. That neither Consultant (i) has ever been and is not currently debarred, suspended, or excluded from, or proposed for debarment, suspension, or exclusion from, the practice of medicine in any country and has not been disciplined by any regulatory or professional body, or (ii) has ever been convicted of, or is currently charged with, a crime relating to the regulation of or handling of any drug products. Consultant will promptly notifyLogicBio in writing if a notice of debarment or conviction is received or if Consultant is charged with such a crime.

2. **Compensation and Payment**.

A. In consideration for Consultant's performance of the Services, LogicBio shall pay Consultant feesspecified in in Exhibit A attached hereto.

B. Consultant acknowledges and agrees that LogicBio shall only be responsible for paying transaction-based taxes, such as sales taxes, if such taxes are applicable or imposed by a relevant taxing authority on payments made to Consultant pursuant to this Agreement. Consultant further

acknowledges and agrees that Consultant is solely responsible for the payment of all other U.S. orex-U.S. taxes, such as income tax, gross receipts tax, and foreign withholding tax, imposed on account of payment of fees made to the Consultant pursuant to this Agreement. Consultant expressly agrees to treat any compensation or fees earned under this Agreement as self-employment income for federal and state income taxes, unemployment insurance taxes, disability insurance taxes or any other taxes when such amounts become due and payable.

C. In accordance with LogicBio's expense reimbursement policies and procedures, LogicBio shall reimburse Consultant for authorized, documented and reasonable travel and other direct out-of- pocket expenses incurred by Consultant during the performance of the Services under this Agreement.

D. Invoices shall be submitted to [**]@logicbio.com and be made payable within thirty (30) days receipt.

3. **Confidentiality**.

A. In the course of performing the Services, Consultant may be given, or have access to, confidential, proprietary, non-public information ("**Confidential Information**") of LogicBio or its affiliates (collectively, the "**LogicBio Group**").

B. Consultant hereby agrees to use such Confidential Information solely to render the Services pursuant to this Agreement and shall not use or disclose the Confidential Information, to any personor third party.

C. Consultant shall not publish, nor submit for publication, any document describing, resulting from,or otherwise related to the performance of the Services without obtaining LogicBio Group's prior written consent.

D. Consultant shall keep confidential the existence of this Agreement and the terms of this Agreement. Consultant agrees not to identify LogicBio Group in any of Consultant's marketing materials, lists of clients or for any other purpose whatsoever without LogicBio Group's prior written consent.

E. Consultant's obligations under this Section 3 shall not apply to any Confidential Information that

(i) is or becomes known to the general public under circumstances involving no breach by Consultant or others of the terms of this Section 3, (ii) is approved for release by written authorization of an officer of the LogicBio Group, (iii) at the time of disclosure is, or thereafter becomes, available to the Consultant from a third-party source on a non-confidential basis, provided that such third party is not and was not prohibited from disclosing such Confidential Information to Consultant by any legal, fiduciary or contractual obligation, (iv) was known by or in the possession of the Consultant, as established by documentary evidence, prior to being disclosed byor on behalf of the LogicBio Group in connection with the Services, or (v) was or is independently developed by Consultant, as established by documentary evidence, without reference to or use of, in whole or in part, any Confidential Information. If the Consultant is required by law or regulationto disclose any Confidential Information, the Consultant shall: (x) notify the LogicBio Group as promptly as practicable in writing of such requirement so that the LogicBio Group may seek a protective order or other appropriate remedy, (y) furnish only that portion of the Confidential Information which the Consultant is legally required to disclose, in accordance with advice of counsel, and (z) exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to such Confidential Information. The Consultant shall, at the sole expense of the LogicBio Group, cooperate with the LogicBio Group in its efforts to obtain a protective order or reliable assurance that only the designated portion of the ConfidentialInformation shall be disclosed.

F. At any time, upon request by LogicBio Group, or immediately on the expiration or earlier termination of this Agreement, whichever event occurs first, Consultant shall return to LogicBio all originals and copies of Confidential Information, including, but not limited to, any files, notes,memoranda, documents, records, analyses, any and all excerpts or other similar items, whether in written, electronic or other format.

G. Notwithstanding the foregoing, obligations of confidentiality and non-use with respect to any Confidential Information identified as a trade secret by LogicBio shall remain in place for so longas the applicable Confidential Information retains its status as a trade secret under applicable law.

4. **Intellectual Property**. Consultant hereby assigns all existing and future inventions, discoveries, trademarks, copyrights, information, data, concepts, reports, innovations or other intellectual property (collectively, "**Intellectual Property**") arising from Consultant's performance of the Services or through use of any Confidential Information. During the term of this Agreement and thereafter, Consultant agrees to cooperate fully with, and assist the LogicBio Group in filing, prosecuting patent, trademark and/or copyright applications and otherwise protecting the LogicBio Group's rights to the Intellectual Property described in this Section 4.

5. **Independent Contractor**. LogicBio and Consultant agree that Consultant's status under this Agreement shall be that of an independent contractor and that Consultant is not an agent or employee of LogicBio. Consultant acknowledges and agrees that Consultant is not entitled to any medical benefits, paid time off, tax withholding or other benefits routinely provided to employees.

6. **Term and Termination**.

A. The term of this Agreement shall take effect on the Effective Date and shall continue for **six (6) months** from the Effective Date when it will automatically expire, unless the Parties mutually agree to extend the term in writing.

B. Either Party may terminate this Agreement immediately upon written notice to the other Party if said other Party commits a material breach of any term hereof which is not cured to the satisfactionof the non-breaching Party within fifteen (15) days of written notice of said breach.

C. LogicBio may terminate this Agreement at any time upon fifteen (15) days' prior written notice toConsultant. During such notice period, Consultant shall continue to perform the Services unless otherwise requested by LogicBio.

D. The provisions of Sections 3, 4, 7, 8, 10 and 12 shall survive any termination or expiration of this Agreement.

7. **Liability and Indemnification**. LogicBio shall not be liable for any loss, injury or damage incurred by Consultant or by a third party as a result of Consultant's performance of the Services, including any loss, injury or damage resulting from the negligent or willful act or omission by Consultant. Consultant shall indemnify and hold LogicBio harmless from any liability, loss, cost and expense (including attorneys' fees and costs) incurred by LogicBio as a result of Consultant'snegligent acts or omissions or breach of this Agreement.

8. Privacy.

A. Personal Information. "Personal Information" means any information that is processed under thisAgreement that identifies or that, together or in connection with other information, can be uniquely linked to an individual.

B. Consultant Obligations.

i. Consultant represents, warrants and covenants his/her collection, access, use, storage, disposal and disclosure of any Personal Information does and will comply with allapplicable privacy and data protection laws.

ii. Consultant shall process Personal Information in accordance with the LogicBio's written instructions and only as necessary to carry out his or her obligations pursuant to this Agreement, or as required by applicable law.

iii. Consultant shall take reasonable and appropriate measures to protect Personal Informationfrom loss, misuse and unauthorized access, disclosure, alteration and destruction.

iv. In the event that Consultant discloses Personal Information to a third party, Consultant shall enter into an agreement with such third parties that includes terms consistent with theterms of this Addendum.

v. Consultant will notify the LogicBio as soon as practicable, but no later than twenty-four(24) hours after Consultant becomes aware that the security, confidentiality or integrity ofPersonal Information has been compromised and Consultant will fully cooperate with the LogicBio to comply with any obligations that arise from the unauthorized access of the Personal Information.

vi. In the event that Consultant receives an access request, inquiry or complaint from the datasubject, Consultant shall not respond without, and then only in accordance with, the prior written approval of the LogicBio, unless required by applicable law. Consultant shall promptly carry out any request from the LogicBio to amend, transfer, or delete, or to provide the LogicBio with a copy of the Personal Information, in whole or in part.

vii. When Personal Information collected by Consultant under the terms of this contract is no longer necessary for the performance of services under this contract, Consultant shall securely destroy or, the LogicBio's written request, return to the LogicBio or its designee all Personal Information in Consultant's possession, custody or control, unless prohibited by applicable law.

viii. Consultant shall notify the LogicBio if it determines that he or she can no longer meet hisor her obligations under this Article 8 and, at the LogicBio's direction, cease processing Personal Information.

ix. Consultant shall comply with the terms of this Article 8 for as long as he/she is in possession of Personal Information.

C. Cross-Border Transfers of Personal Information. Personal Information Consultant provides to the LogicBio, its affiliates or vendors acting on their behalf may be transferred to countries which

may not provide the same level of protection of Personal Information as the one in which Consultant resides. LogicBio will handle Personal Information in accordance with the LogicBio's policies andapplicable law regardless of where Personal Information is processed.

D. Consultant Consent and Privacy Information.

i. Consultant is hereby informed that LogicBio and vendors acting on its behalf in order to assist with the Consultant services provided hereunder may collect, use, store and disclose Consultant's Personal Information provided under this Agreement for the purpose of complying to their obligations under this Agreement and applicable law.

ii. Consultant can exercise his/her right to request access to Personal Information him/herselfby contacting the LogicBio at [**]@logicbio.com.

iii. Questions or complaints regarding the processing of Personal Information can be sentto [**]@logicbio.com. Complaints can also be made to the competent supervisory authority.

iv. Personal Information collected and processed for purposes of this Agreement shall be processed and stored by the LogicBio for as long as is necessary to fulfill the purposes of this Agreement.

9. **Notice and Notification**. Any notice required or permitted to be given hereunder by either Party hereunder can be sent by email and confirmed in writing and will be deemed given on the date received if delivered personally or five (5) days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid to the following address:

LogicBio Therapeutics, Inc.
65 Hayden Avenue, Floor 2
Lexington, MA 02421
Attn: [**]@logicbio.com

With a copy to:

LogicBio Therapeutics, Inc.
65 Hayden Avenue, Floor 2
Lexington, MA 02421
Attn: General Counsel
Email: [**]@logicbio.com

10. **Agreements of Consultant**.

A. During the term of this Agreement and for a period of twelve (12) months thereafter, Consultant shall not, directly or indirectly, in any manner solicit or induce for employment any person who isthen in the employment of LogicBio.

B. If Consultant breaches the above Paragraph A of this Section 10, Consultant shall, on demand, payto LogicBio a sum equal to three (3) month's basic salary or the fee that would have been payableby LogicBio to that employee, worker or independent contractor for a three (3) month period plusthe recruitment costs incurred by LogicBio replacing such person.

11. **Amendments**. This Agreement may not be amended except in writing signed by duly authorizedrepresentatives of both Parties.

12. **Governing Law**. This Agreement shall be governed by and construed in accordance with the lawsof the Commonwealth of Massachusetts, without regard to its conflicts of law thereof. Any legal suit, action, or proceeding relating to this Agreement shall be instituted in the courts of Boston, Massachusetts.

13. **Entire Agreement**. This Agreement sets forth the entire agreement and understanding between the Parties relating to it subject matter and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between them.

14. **Compliance with U.S. Securities Laws.** Each Party acknowledges that it is aware that U.S. securities laws restrict persons with material non-public information about a company obtained directly or indirectly from that company under obligations of confidentiality from purchasing or selling securities of such company, or from communicating such information to any other person. Each Party hereby agrees and undertakes to comply with any such provisions, to the extent and where applicable.

The foregoing is acknowledged, understood and agreed to effective as of the Effective Date as evidencedby execution of an authorized representative of each Party in the spaces below.

Kyle Chiang

By: /s/Kyle Chiang

Name: Kyle Chiang

Date: June 3rd, 2021

LogicBio Therapeutics, Inc.

By: /s/Frederic Chereau

Name: Frederic Chereau

Title: CEO

Date: June 4, 2021

Exhibit A

1. **Description of Consulting Services:** Consultant shall provide the following services to LogicBio:

   Assist with transitional matters relating to consultant's duties as a former employee.

2. **Compensation:** In consideration for the Services performed by Consultant under this Agreement, LogicBio shall compensate Consultant one dollar ($1) per hour for the first 5 hours billedin a calendar month, at a rate of two hundred fifty dollars ($250) per hour for hours greater than 5 hoursand up to 10 hours in a calendar month and at a rate of five hundred dollars ($500) per hour for hours greater than 10 hours in a calendar month. Consultant shall not work nor be compensated for more than20 hours per month.

3. **LogicBio Representative:** Fred Chereau, [**], [**]@logicbio.com

Exhibit 10.5

CONSULTANCY AGREEMENT

This Consultancy Agreement (the "**Agreement**") is entered into and effective November 6th, 2020 (the "**Effective Date**") by and between Bryan Yoon ("**Consultant**"), an individual located at [**] and **LogicBio Therapeutics, Inc.** ("**LogicBio**") with offices located at 65 Hayden Avenue, Floor 2, Lexington, MA 02421, USA. Consultant and LogicBio shall be referred to individually as a "**Party**" and together as the "**Parties**".

1. **Description of Consulting Services**. Consultant is hereby retained by LogicBio to perform theconsulting services (the "**Services**") as further described in Exhibit A attached hereto.

   A. Performance of Services. Consultant shall perform the Services:

   i. Personally without resort to any delegate or assignee without the prior written permissionof LogicBio;

   ii. In conformity with generally accepted professional standards; and

   iii. In compliance with all applicable laws and regulations, including the UK Bribery Act 2010,the United States Foreign Corrupt Practices Act and the OECD Convention on CombattingBribery of Foreign Public Officials in International Business Transactions.

   B. Representations and Warranties. Consultant represents and warrants:

   i. Consultant has no authority (and shall not hold itself/himself/herself out as havingauthority) to bind LogicBio without prior written authorization;

   ii. Consultant is not affiliated with the U.S. Department of Veterans Affairs, the National Institutes of Health or any other federal, state, or local government institution, or, if Consultant is so affiliated, Consultant has provided a signed acknowledgement form of anauthorized official from said institution before executing this Agreement;

   iii. There is no conflict of interest in Consultant providing the Services and Consultant will ensure that no such conflict arises during the term of this Agreement;

   iv. That neither Consultant (i) has ever been and is not currently debarred, suspended, or excluded from, or proposed for debarment, suspension, or exclusion from, the practice of medicine in any country and has not been disciplined by any regulatory or professional body, or (ii) has ever been convicted of, or is currently charged with, a crime relating to the regulation of or handling of any drug products. Consultant will promptly notifyLogicBio in writing if a notice of debarment or conviction is received or if Consultant is charged with such a crime.

2. **Compensation and Payment**.

   A. In consideration for Consultant's performance of the Services, LogicBio shall pay Consultant feesspecified in in Exhibit A attached hereto.

   B. Consultant acknowledges and agrees that LogicBio shall only be responsible for paying transaction-based taxes, such as sales taxes, if such taxes are applicable or imposed by a relevant taxing authority on payments made to Consultant pursuant to this Agreement. Consultant further

acknowledges and agrees that Consultant is solely responsible for the payment of all other U.S. orex-U.S. taxes, such as income tax, gross receipts tax, and foreign withholding tax, imposed on account of payment of fees made to the Consultant pursuant to this Agreement. Consultant expressly agrees to treat any compensation or fees earned under this Agreement as self-employmentincome for federal and state income taxes, unemployment insurance taxes, disability insurance taxes or any other taxes when such amounts become due and payable.

C. In accordance with LogicBio's expense reimbursement policies and procedures, LogicBio shall reimburse Consultant for authorized, documented and reasonable travel and other direct out-of- pocket expenses incurred by Consultant during the performance of the Services under this Agreement.

D. Invoices shall be submitted to [**]@logicbio.com and be made payable within thirty (30) days receipt.

3. **Confidentiality**.

A. In the course of performing the Services, Consultant may be given, or have access to, confidential,proprietary, non-public information ("**Confidential Information**") of LogicBio or its affiliates (collectively, the "**LogicBio Group**").

B. Consultant hereby agrees to use such Confidential Information solely to render the Services pursuant to this Agreement and shall not use or disclose the Confidential Information, to any personor third party.

C. Consultant shall not publish, nor submit for publication, any document describing, resulting from,or otherwise related to the performance of the Services without obtaining LogicBio Group's prior written consent.

D. Consultant shall keep confidential the existence of this Agreement and the terms of this Agreement.Consultant agrees not to identify LogicBio Group in any of Consultant's marketing materials, listsof clients or for any other purpose whatsoever without LogicBio Group's prior written consent.

E. Consultant's obligations under this Section 3 shall not apply to any Confidential Information that (i) is or becomes known to the general public under circumstances involving no breach by Consultant or others of the terms of this Section 3, (ii) is approved for release by written authorization of an officer of the LogicBio Group, (iii) at the time of disclosure is, or thereafter becomes, available to the Consultant from a third-party source on a non-confidential basis, providedthat such third party is not and was not prohibited from disclosing such Confidential Information to Consultant by any legal, fiduciary or contractual obligation, (iv) was known by or in the possession of the Consultant, as established by documentary evidence, prior to being disclosed byor on behalf of the LogicBio Group in connection with the Services, or (v) was or is independentlydeveloped by Consultant, as established by documentary evidence, without reference to or use of, in whole or in part, any Confidential Information. If the Consultant is required by law or regulationto disclose any Confidential Information, the Consultant shall: (x) notify the LogicBio Group as promptly as practicable in writing of such requirement so that the LogicBio Group may seek a protective order or other appropriate remedy, (y) furnish only that portion of the Confidential Information which the Consultant is legally required to disclose, in accordance with advice of counsel, and (z) exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to such Confidential Information. The Consultant shall, at the sole expense of the

LogicBio Group, cooperate with the LogicBio Group in its efforts to obtain a protective order or reliable assurance that only the designated portion of the ConfidentialInformation shall be disclosed.

F. At any time, upon request by LogicBio Group, or immediately on the expiration or earlier termination of this Agreement, whichever event occurs first, Consultant shall return to LogicBio all originals and copies of Confidential Information, including, but not limited to, any files, notes,memoranda, documents, records, analyses, any and all excerpts or other similar items, whether in written, electronic or other format.

G. Notwithstanding the foregoing, obligations of confidentiality and non-use with respect to any Confidential Information identified as a trade secret by LogicBio shall remain in place for so longas the applicable Confidential Information retains its status as a trade secret under applicable law.

4. **Intellectual Property**. Consultant hereby assigns all existing and future inventions, discoveries, trademarks, copyrights, information, data, concepts, reports, innovations or other intellectual property (collectively, "**Intellectual Property**") arising from Consultant's performance of the Services or through use of any Confidential Information. During the term of this Agreement and thereafter, Consultant agrees to cooperate fully with, and assist the LogicBio Group in filing, prosecuting patent, trademark and/or copyright applications and otherwise protecting the LogicBio Group's rights to the Intellectual Property described in this Section 4.

5. **Independent Contractor**. LogicBio and Consultant agree that Consultant's status under this Agreement shall be that of an independent contractor and that Consultant is not an agent or employee of LogicBio. Consultant acknowledges and agrees that Consultant is not entitled to anymedical benefits, paid time off, tax withholding or other benefits routinely provided to employees.

6. **Term and Termination**.

A. The term of this Agreement shall take effect on the Effective Date and shall continue for **one (1) year** from the Effective Date when it will automatically expire.

B. Either Party may terminate this Agreement immediately upon written notice to the other Party if said other Party commits a material breach of any term hereof which is not cured to the satisfactionof the non-breaching Party within fifteen (15) days of written notice of said breach.

C. LogicBio may terminate this Agreement at any time upon fifteen (15) days' prior written notice toConsultant. During such notice period, Consultant shall continue to perform the Services unless otherwise requested by LogicBio.

D. The provisions of Sections 3, 4, 7, 8, 10 and 12 shall survive any termination or expiration of this Agreement.

7. **Liability and Indemnification**. LogicBio shall not be liable for any loss, injury or damage incurred by Consultant or by a third party as a result of Consultant's performance of the Services, including any loss, injury or damage resulting from the negligent or willful act or omission by Consultant. Consultant shall indemnify and hold LogicBio harmless from any liability, loss, cost and expense (including attorneys' fees and costs) incurred by LogicBio as a result of Consultant'snegligent acts or omissions or breach of this Agreement.

8. Privacy.

A. Personal Information. "Personal Information" means any information that is processed under thisAgreement that identifies or that, together or in connection with other information, can be uniquelylinked to an individual.

B. Consultant Obligations.

i. Consultant represents, warrants and covenants his/her collection, access, use, storage, disposal and disclosure of any Personal Information does and will comply with allapplicable privacy and data protection laws.

ii. Consultant shall process Personal Information in accordance with the LogicBio's written instructions and only as necessary to carry out his or her obligations pursuant to this Agreement, or as required by applicable law.

iii. Consultant shall take reasonable and appropriate measures to protect Personal Informationfrom loss, misuse and unauthorized access, disclosure, alteration and destruction.

iv. In the event that Consultant discloses Personal Information to a third party, Consultant shall enter into an agreement with such third parties that includes terms consistent with theterms of this Addendum.

v. Consultant will notify the LogicBio as soon as practicable, but no later than twenty-four (24) hours after Consultant becomes aware that the security, confidentiality or integrity ofPersonal Information has been compromised and Consultant will fully cooperate with the LogicBio to comply with any obligations that arise from the unauthorized access of the Personal Information.

vi. In the event that Consultant receives an access request, inquiry or complaint from the datasubject, Consultant shall not respond without, and then only in accordance with, the prior written approval of the LogicBio, unless required by applicable law. Consultant shall promptly carry out any request from the LogicBio to amend, transfer, or delete, or to provide the LogicBio with a copy of the Personal Information, in whole or in part.

vii. When Personal Information collected by Consultant under the terms of this contract is no longer necessary for the performance of services under this contract, Consultant shall securely destroy or, the LogicBio's written request, return to the LogicBio or its designee all Personal Information in Consultant's possession, custody or control, unless prohibited by applicable law.

viii. Consultant shall notify the LogicBio if it determines that he or she can no longer meet hisor her obligations under this Article 8 and, at the LogicBio's direction, cease processing Personal Information.

ix. Consultant shall comply with the terms of this Article 8 for as long as he/she is in possession of Personal Information.

C. Cross-Border Transfers of Personal Information. Personal Information Consultant providesto the LogicBio, its affiliates or vendors acting on their behalf may be transferred to countries whichmay

not provide the same level of protection of Personal Information as the one in which Consultant resides. LogicBio will handle Personal Information in accordance with the LogicBio's policies andapplicable law regardless of where Personal Information is processed.

D. Consultant Consent and Privacy Information.

i. Consultant is hereby informed that LogicBio and vendors acting on its behalf in order to assist with the Consultant services provided hereunder may collect, use, store and discloseConsultant's Personal Information provided under this Agreement for the purpose of complying to their obligations under this Agreement and applicable law.

ii. Consultant can exercise his/her right to request access to Personal Information him/herselfby contacting the LogicBio at [**]@logicbio.com.

iii. Questions or complaints regarding the processing of Personal Information can be sent to [**]@logicbio.com. Complaints can also be made to the competent supervisory authority.

iv. Personal Information collected and processed for purposes of this Agreement shall be processed and stored by the LogicBio for as long as is necessary to fulfill the purposes of this Agreement.

9. **Notice and Notification**. Any notice required or permitted to be given hereunder by either Party hereunder can be sent by email and confirmed in writing and will be deemed given on the date received if delivered personally or five (5) days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid to the following address:

LogicBio Therapeutics, Inc.
65 Hayden Avenue, Floor 2
Lexington, MA 02421Attn:

With copies to: LogicBio Therapeutics, Inc.
65 Hayden Avenue, Floor 2
Lexington, MA 02421
Attn: General Counsel
Email: [**]@logicbio.com

10. **Agreements of Consultant**.

A. During the term of this Agreement and for a period of twelve (12) months thereafter, Consultant shall not, directly or indirectly, in any manner solicit or induce for employment any person who isthen in the employment of LogicBio.

B. If Consultant breaches the above Paragraph A of this Section 10, Consultant shall, on demand, payto LogicBio a sum equal to three (3) month's basic salary or the fee that would have been payableby LogicBio to that employee, worker or independent contractor for a three (3) month period plusthe recruitment costs incurred by LogicBio replacing such person.

11. **Amendments**. This Agreement may not be amended except in writing signed by duly authorizedrepresentatives of both Parties.

12. **Governing Law**. This Agreement shall be governed by and construed in accordance with the lawsof the State of Massachusetts, without regard to its conflicts of law thereof. Any legal suit, action,or proceeding relating to this Agreement shall be instituted in the courts of Boston, Massachusetts.

13. **Entire Agreement**. This Agreement sets forth the entire agreement and understanding between the Parties relating to it subject matter and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between them.

The foregoing is acknowledged, understood and agreed to effective as of the Effective Date as evidencedby execution of an authorized representative of each Party in the spaces below.

Consultant

By: /s/ Bryan Yoon
Name: Bryan Yoon
Date: Nov. 6, 2020

LogicBio Therapeutics, Inc.

By: /s/ Kyle Chiang
Name: Kyle Chiang
Title: COO
Date: Nov 6, 2020

Exhibit A

1. **Description of Consulting Services:** Consultant shall provide the following services to LogicBio:

   Assist with transitional matters relating to Consultant's duties as an employee.

2. **Compensation:** InconsiderationfortheServicesperformedbyConsultantunderthisAgreement, LogicBio shall compensate Consultant one dollar ($1) per day.

Consultant's rights and obligations with respect to any stock options or other equity granted to Consultantby the Company shall be governed by the 2014 Equity Incentive Plan or the 2018 Equity Incentive Plan (the "Equity Plans"), as applicable and amended from time to time, and the stock option and restricted stockunit agreements by and between Consultant and the Company evidencing such equity (collectively, the "Award Agreements"). Consultant further acknowledges and agrees that (1) any stock options or restrictedstock units that are vested as of the Effective Date will be exercisable in accordance with the terms of the applicable Equity Plan and applicable Award Agreements and (2) any stock options or restricted stock unitsthat are unvested as of the Effective Date will be forfeited as of such date without payment of any additional consideration therefor. Nothing in this Section shall alter the terms of the Equity Plans or Awards agreements.

Notwithstanding the above, the equity award in the amount of 110,000 common stock options at a strike price of $8.20 granted to Consultant by the LogicBio Compensation Committee on December 11, 2019 (New Hire Award), pursuant to the Company's 2018 Equity Incentive Plan, will continue to vest up to andincluding the date of termination of this Agreement, expected to be February 28, 2021. Consultant shall bedeemed to have continuously been under "Employment" (as defined in the 2018 Equity Incentive Plan) with LogicBio from his initial date of employment with LogicBio through the termination of this Agreementand all other terms of his equity award shall continue to apply in accordance therewith.

3. **LogicBio Representative:** Kyle Chiang, [**], [**]@logicbio.com

Exhibit 10.6

LOGICBIO THERAPEUTICS, INC.
AT-WILL EMPLOYMENT, CONFIDENTIAL INFORMATION, INVENTION ASSIGNMENT, AND ARBITRATION AGREEMENT

As a condition of my employment with LogicBio Therapeutics, Inc., its subsidiaries, affiliates, successors or assigns (together, the "**Company**"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following provisions of this LogicBio Therapeutics, Inc. At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement (this "**Agreement**"):

1. AT-WILL EMPLOYMENT

I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR NO SPECIFIED TERM AND CONSTITUTES "AT-WILL" EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF LOGICBIO THERAPEUTICS, INC. (OTHER THAN MYSELF). ACCORDINGLY, I ACKNOWLEDGE THAT MY EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT MY OPTION OR AT THE OPTION OF THE COMPANY, WITH OR WITHOUT NOTICE. I FURTHER ACKNOWLEDGE THAT THE COMPANY MAY MODIFY JOB TITLES, SALARIES, AND BENEFITS FROM TIME TO TIME AS IT DEEMS NECESSARY.

2. CONFIDENTIALITY

A. *Definition of Confidential Information.* I understand that "**Company Confidential Information**" means information that the Company has or will develop, acquire, create, compile, discover or own, that has value in or to the Company's business which is not generally known and which the Company wishes to maintain as confidential. Company Confidential Information includes both information disclosed by the Company to me, and information developed or learned by me during the course of my employment with Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, or to the Company's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which I called or with which I may become acquainted during the term of my employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which I can establish (i) was publicly known or made generally available prior to the time of disclosure by Company to me; (ii) becomes publicly known or made generally available after disclosure by Company to me through no wrongful action or omission by me; or (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure by Company as shown by my then-contemporaneous written records. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law.

B. *Nonuse and Nondisclosure.* I agree that during and after my employment with the Company, I will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Confidential Information, and I will not (i) use the Company Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of my employment, or (ii) disclose the Company Confidential Information to any third party without the prior written authorization of the President, CEO, or the Board of Directors of the Company.

Prior to disclosure when compelled by applicable law; I shall provide prior written notice to the President, CEO, and General Counsel of LogicBio Therapeutics, Inc. (as applicable). I agree that I obtain no title to any Company

Confidential Information, and that as between Company and myself, LogicBio Therapeutics, Inc. retains all Confidential Information as the sole property of LogicBio Therapeutics, Inc. I understand that my unauthorized use or disclosure of Company Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this **Section 2.B** shall continue after termination of my employment.

C. *Former Employer Confidential Information.* I agree that during my employment with the Company, I will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former employer or other person or entity with which I have an obligation to keep in confidence. I further agree that I will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.

D. *Third Party Information.* I recognize that the Company has received and in the future will receive from third parties associated with the Company, e.g., the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("**Associated Third Parties**"), their confidential or proprietary information ("**Associated Third Party Confidential Information**") subject to a duty on the Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at all times during my employment with the Company and thereafter, that I owe the Company and its Associated Third Parties a duty to hold all such Associated Third Party Confidential Information in the strictest confidence, and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree to comply with any and all Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information or violation of any Company policies during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company.

3. OWNERSHIP

A. *Assignment of Inventions.* As between Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time I am in the employ of the Company (including during my off-duty hours), or with the use of Company's equipment, supplies, facilities, or Company Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing, except as provided in **Section 3.G** below (collectively, "**Inventions**"), are the sole property of LogicBio Therapeutics, Inc. I also agree to promptly make full written disclosure to LogicBio Therapeutics, Inc. of any Inventions, and to deliver and assign and hereby irrevocably assign fully to LogicBio Therapeutics, Inc. all of my right, title and interest in and to Inventions. I agree that this assignment includes a present conveyance to LogicBio Therapeutics, Inc. of ownership of Inventions that are not yet in existence. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.

B. *Pre-Existing Materials.* I have attached hereto as Exhibit A, a list describing all inventions, discoveries, original works of authorship, developments, improvements, trade secrets and other proprietary information or

intellectual property rights owned by me or in which I have an interest prior to, or separate from, my employment with the Company and which are subject to California Labor Code Section 2870 (attached hereto as Exhibit B), and which relate to

the Company's proposed business, products, or research and development ("**Prior Inventions**"); or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that if any Prior Inventions are included on Exhibit A, they will not materially affect my ability to perform all obligations under this Agreement. I will inform LogicBio Therapeutics, Inc. in writing before incorporating such Prior Inventions into any Invention or otherwise utilizing such Prior Invention in the course of my employment with the Company, and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. I will not incorporate any invention, improvement, development, concept, discovery, work of authorship or other proprietary information owned by any third party into any Invention without LogicBio Therapeutics, Inc.'s prior written permission.

C. *Moral Rights.* Any assignment to LogicBio Therapeutics, Inc. of Inventions includes all rights of attribution, paternity. integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, **"Moral Rights").** To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

D. *Maintenance of Records.* I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. As between Company and myself, the records are and will be available to and remain the sole property of LogicBio Therapeutics, Inc. at all times.

E. *Further Assurances.* I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. I further agree that my obligations under this **Section 3.E** shall continue after the termination of this Agreement.

F. *Attorney-in-Fact.* I agree that, if the Company is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to LogicBio Therapeutics, Inc. in **Section 3.A**, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

G. *Exception to Assignments.* I UNDERSTAND THAT THE PROVISIONS OF THIS AGREEMENT REQUIRING ASSIGNMENT OF INVENTIONS TO LOGICBIO THERAPEUTICS, INC. DO NOT APPLY TO ANY INVENTION THAT QUALIFIES FULLY UNDER THE PROVISIONS OF CALIFORNIA LABOR CODE SECTION 2870 (ATTACHED HERETO AS EXHIBIT B). I WILL ADVISE LOGICBIO THERAPEUTICS, INC. PROMPTLY IN WRITING OF ANY INVENTIONS THAT I BELIEVE MEET THE CRITERIA IN CALIFORNIA LABOR CODE SECTION 2870 AND ARE NOT OTHERWISE DISCLOSED ON EXHIBIT A.

4. CONFLICTING OBLIGATIONS

A. *Current Obligations.* I agree that during the term of my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company.

B. *Prior Relationships.* Without limiting **Section 4.A**, I represent and warrant that I have no other agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, my obligations to the Company under this Agreement, or my ability to become employed and perform the services for which I am being hired by the Company. I further agree that if I have signed a confidentiality agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. I represent and warrant that after undertaking a careful search (including searches of my computers, cell phones, electronic devices, and documents), I have returned all property and confidential information belonging to all prior employers (and/or other third parties I have performed services for in accordance with the terms of my applicable agreement). Moreover, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by any of them resulting from my breach of my obligations under any agreement with a third party to which I am a party or obligation to which I am bound, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action, except as prohibited by law.

5. RETURN OF COMPANY MATERIALS

Upon separation from employment with the Company, on Company's earlier request during my employment, or at any time subsequent to my employment upon demand from the Company, I will immediately deliver to LogicBio Therapeutics, Inc., and will not keep in my possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), all tangible embodiments of the Inventions, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, and reproductions of any of the foregoing items, including, without limitation, those records maintained pursuant to **Section 3.D**. I also consent to an exit interview to confirm my compliance with this **Article 5**.

6. TERMINATION CERTIFICATION

Upon separation from employment with the Company, I agree to immediately sign and deliver to the Company the "Termination Certification" attached hereto as Exhibit C. I also agree to keep LogicBio Therapeutics, Inc. advised of my home and business address for a period of three (3) years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

7. NOTIFICATION OF NEW EMPLOYER

In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my obligations under this Agreement.

8. SOLICITATION OF EMPLOYEES

To the fullest extent permitted under applicable law, until the date one (1) year after the termination of my employment with the Company for any reason, I agree not, either directly or indirectly, to solicit, induce, attempt to solicit, recruit, or encourage any employee of the Company (or any parent or subsidiary of the Company) to leave his or her employment either for myself or for any other entity or person. I represent that I am (i) familiar with the foregoing covenant

not to solicit, and (ii) fully aware of my obligations hereunder, including, without limitation, the reasonableness of the length of time, scope and geographic coverage of these covenants. I agree that nothing in this **Article 8** shall affect my continuing

obligations under this Agreement during and after this twelve (12) month period, including, without limitation, my obligations under **Article 2.**

9. CONFLICT OF INTEREST GUIDELINES

I agree to diligently adhere to all policies of the Company, including the Company's insider trading policies and the Company's Conflict of Interest Guidelines. A copy of the Company's current Conflict of Interest Guidelines is attached as Exhibit D hereto, but I understand that these Conflict of Interest Guidelines may be revised from time to time during my employment.

10. REPRESENTATIONS

Without limiting my obligations under **Section 3.E** above, I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent and warrant that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. l hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

11. AUDIT

I acknowledge that I have no reasonable expectation of privacy in any computer, technology system, email, handheld device, telephone, voicemail, or documents that are used to conduct the business of the Company. All information, data, and messages created, received, sent, or stored in these systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software not authorized by the Company, and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or websites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my employment.

I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all network traffic to and from any computer I may use to conduct the business of the Company. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to me and/or in my absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information I have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

12. ARBITRATION AND EQUITABLE RELIEF

A. *Arbitration.* IN CONSIDERATION OF MY EMPLOYMENT WITH THE COMPANY, ITS PROMISE TO ARBITRATE ALL EMPLOYMENT-RELATED DISPUTES, AND MY RECEIPT OF THE COMPENSATION, PAY RAISES, AND OTHER BENEFITS PAID TO ME BY THE COMPANY, AT PRESENT AND IN THE FUTURE, I AGREE THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING THE COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER, OR BENEFIT

PLAN OF THE COMPANY, TN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM MY EMPLOYMENT WITH THE COMPANY OR THE TERMINATION OF MY

EMPLOYMENT WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE ARBITRATION RULES SET FORTH IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1280 THROUGH 1294.2, INCLUDING SECTION 1281.8 (THE "**ACT**"), AND PURSUANT TO CALIFORNIA LAW. THE FEDERAL ARBITRATION ACT SHALL CONTINUE TO APPLY WITH FULL FORCE AND EFFECT NOTWITHSTANDING THE APPLICATION OF PROCEDURAL RULES SET FORTH IN THE ACT. **DISPUTES THAT I AGREE TO ARBITRATE, AND THEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY, INCLUDE ANY STATUTORY CLAIMS UNDER LOCAL, STATE, OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE Vll OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE SARBANES-OXLEY ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, THE FAMILY AND MEDICAL LEAVE ACT, THE CALIFORNIA FAMILY RIGHTS ACT, THE CALIFORNIA LABOR CODE, CLAIMS OF HARASSMENT, DISCRIMINATION, AND WRONGFUL TERMINATION, AND ANY STATUTORY OR COMMON LAW CLAIMS**. NOTWITHSTANDING THE FOREGOING, T UNDERSTAND THAT NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OF MY RIGHTS UNDER SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT. I FURTHER UNDERSTAND THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH ME.

B. *Procedure.* I AGREE THAT ANY ARBITRATION WILL BE ADMINISTERED BY JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("**JAMS**"), PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE "**JAMS RULES**"). I AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, AND MOTIONS TO DISMISS AND DEMURRERS, PRIOR TO ANY ARBITRATION HEARING. I AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. I ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BYLAW. I AGREE THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. I UNDERSTAND THAT THE COMPANY WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR JAMS EXCEPT THAT I SHALL PAY ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION THAT I INITIATE, BUT ONLY SO MUCH OF THE FILING FEES AS I WOULD HAVE INSTEAD PAID HAD I FILED A COMPLAINT IN A COURT OF LAW. I AGREE THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH CALIFORNIA LAW, INCLUDING THE CALIFORNIA CODE OF CIVIL PROCEDURE, AND THAT THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL CALIFORNIA LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH CALIFORNIA LAW, CALIFORNIA LAW SHALL TAKE PRECEDENCE. 1 AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN SANTA CLARA COUNTY, CALIFORNIA.

C. *Remedy.* EXCEPT AS PROVIDED BY THE ACT AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN ME AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE ACT AND THIS AGREEMENT, NEITHER I NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION.

D. *Administrative Relief* I UNDERSTAND THAT THIS AGREEMENT DOES NOT PROHIBIT ME FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE, OR FEDERAL ADMINISTRATIVE BODY OR GOVERNMENT AGENCY THAT IS AUTHORIZED TO ENFORCE OR ADMJNISTER LAWS RELATED TO EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS

BOARD, OR THE WORKERS' COMPENSATION BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE ME FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM, EXCEPT AS PERMITTED BY LAW.

E. *Voluntary Nature of Agreement.* I ACKNOWLEDGE AND AGREE THAT I AM EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. I ACKNOWLEDGE AND AGREE THAT I HAVE RECEIVED A COPY OF THE TEXT OF CALIFORNIA LABOR CODE SECTION 2870 IN EXHIBIT B. T FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND THAT I HAVE ASKED ANY QUESTIONS NEEDED FOR ME TO UNDERSTAND THE TERMS, CONSEQUENCES, AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT ***I AM WAIVING MY RIGHT TO A JURY TRIAL.*** FINALLY, I AGREE THAT T HAVE BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF MY CHOICE BEFORE SIGNING THIS AGREEMENT.

13. MISCELLANEOUS

A. *Governing Law; Consent to Personal Jurisdiction.* This Agreement will be governed by the laws of the State of California without regard to California's conflicts of law rules that may result in the application of the laws of any jurisdiction other than California. To the extent that any lawsuit is permitted under this Agreement, 1 hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in California for any lawsuit filed against me by the Company.

B. *Assignability.* This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. Notwithstanding anything to the contrary herein, LogicBio Therapeutics, Inc. may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of LogicBio Therapeutics, Inc.'s relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise.

C. *Entire Agreement.* This Agreement, together with the Exhibits herein and any executed written offer letter between me and the Company, to the extent such materials are not in conflict with this Agreement, sets forth the entire agreement and understanding between the Company and me with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between us, including, but not limited to, any representations made during my interview(s) or relocation negotiations. I represent and warrant that I am not relying on any statement or representation not contained in this Agreement. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

D. *Headings.* Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

E. *Severability.* If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

F. *Modification, Waiver.* No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the President or CEO of LogicBio Therapeutics, Inc. and me. Waiver by LogicBio Therapeutics, Inc. of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

G. *Survivorship.* The rights and obligations of the parties to this Agreement will survive termination of my employment with the Company.

Date: _____

Signature

Name of Employee (typed or printed)

Witness:

_____

Signature

Name (typed or printed)

EXHIBIT A

LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description

_____No inventions or improvements

_____Additional Sheets Attached

Date: _____

_____

Signature

_____

Name of Employee (typed or printed)

EXHIBIT B

CALIFORNIA LABOR CODE SECTION 2870
INVENTION ON OWN TIME-EXEMPTION FROM AGREEMENT

"(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable."

EXHIBIT C

LOGICBIO THERAPEUTICS, INC. TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, any other documents or property, or reproductions of any and all aforementioned items belonging to LogicBio Therapeutics, Inc., its subsidiaries, affiliates, successors or assigns (together, the **"Company").**

I further certify that I have complied with all the terms of the Company's At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others), as covered by that agreement.

I further agree that, in compliance with the At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement, I will preserve as confidential all Company Confidential Information and Associated Third Party Confidential Information, including trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants, or licensees.

I also agree that for twelve (12) months from this date, I will not directly or indirectly solicit any of the Company's employees to leave their employment at the Company. I agree that nothing in this paragraph shall affect my continuing obligations under the At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement during and after this twelve (12) month period, including, without limitation, my obligations under **Article** 2 (Confidentiality) thereof.

After leaving the Company 's employment, I will be employed by _____ in the position of _____.

Date: _____

Signature

Name of Employee (typed or printed)

Address for Notifications:

EXHIBIT D

LOGICBIO THERAPEUTICS, INC. CONFLICT OF INTEREST GUIDELINES

It is the policy of LogicBio Therapeutics, Inc. to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees, and independent contractors must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations that must be avoided:

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement elaborates on this principle and is a binding agreement.)

2. Accepting or offering substantial gifts, excessive entertainment, favors, or payments that may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.

3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.

4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.

5. Initiating or approving any form of personal or social harassment of employees.

6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.

7. Borrowing from or lending to employees, customers, or suppliers.

8. Acquiring real estate of interest to the Company.

9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.

10. Unlawfully discussing prices, costs, customers, sales, or markets with competing companies or their employees.

11. Making any unlawful agreement with distributors with respect to prices.

12. Improperly using or authorizing the use of any inventions that are the subject of patent claims of any other person or entity.

13. Engaging in any conduct that is not in the best interest of the Company.

Each officer, employee, and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher

management for review. Violations of this conflict of interest policy may result in discharge without warning.

Exhibit 10.7

LOGICBIO THERAPEUTICS, INC.

CONFIDENTIAL INFORMATION,
INVENTION ASSIGNMENT, RESTRICTED ACTIVITIES, AND ARBITRATION AGREEMENT

As a condition of my employment with LogicBio Therapeutics, Inc. ("**LogicBio**"), its subsidiaries, affiliates, successors or assigns (together, the "**Company**"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, and in recognition of the fact that, as an employee of the Company, I will be granted access to the good will, trade secrets and other confidential information of the Company, and in exchange for other good and valuable consideration, including without limitation the stock option that will be granted to me, subject to the approval of the Company's Board of Directors, under the Company's 2018 Equity Incentive Plan on or after the date hereof, the sufficiency of which I hereby acknowledge, I agree to the following provisions of this LogicBio Therapeutics, Inc. Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement (this "**Agreement**"):

1. AT-WILL EMPLOYMENT

I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR NO SPECIFIED TERM AND CONSTITUTES "AT-WILL" EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS IN WRITING AND SIGNED BY ME AND A DULY AUTHORIZED OFFICER OF LOGICBIO. ACCORDINGLY, I ACKNOWLEDGE THAT MY EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT NOTICE OR CAUSE, AT MY OPTION OR AT THE OPTION OF THE COMPANY.

2. CONFIDENTIALITY

A. *Definition of Confidential Information*. I understand that "**Company Confidential Information**" means any and all information of the Company that is not generally available to the public. Company Confidential Information includes both information disclosed by the Company (or any third party with whom the Company transacts business) to me, and information developed or learned by me during the course of my employment with Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, or to the Company's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which I called or with which I may become acquainted during the term of my employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which I can establish (i) was publicly known or made generally available prior to the time of disclosure by the Company to me; (ii) becomes publicly known or made generally available after disclosure by the Company to me through no wrongful action or omission by me; or (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure by the Company as shown by my then-contemporaneous

written records. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law or in any way affects my communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity.

B. *Nonuse and Nondisclosure*. I agree that during and after my employment with the Company, I will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Confidential Information, and I will not (i) use the Company Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of my employment, or (ii) disclose the Company Confidential Information to any third party without the prior written authorization of the President, CEO, or the Board of Directors of the Company. Prior to disclosure when compelled by applicable law; I shall provide written notice to the President, CEO, and General Counsel of LogicBio sufficient to allow the Company to seek a protective order or take other steps necessary to protect such Confidential Information. I agree that I obtain no title to any Company Confidential Information, and that as between the Company and myself, the Company retains all Confidential Information as the sole property of LogicBio. I understand that my unauthorized use or disclosure of Company Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this **Section 2.B** shall continue after termination of my employment. I understand that I cannot be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, including but not limited to "whistleblower" statutes or other similar provisions that protect such disclosure, or (b) in a complaint or other document filed under seal in a lawsuit or other proceeding. Notwithstanding this immunity from liability, I understand that I may be held liable if I unlawfully access trade secrets by unauthorized means.

C. *Former Employer Confidential Information*. I agree that during my employment with the Company, I will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former employer or other person or entity that I have an obligation to keep in confidence. I further agree that I will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.

D. *Third Party Information*. I recognize that the Company has received and in the future will receive from third parties associated with the Company, e.g., the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("**Associated Third Parties**"), their confidential or proprietary information ("**Associated Third Party Confidential Information**") subject to a duty on the Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at all times during my employment with the Company and thereafter, that I owe the Company and its Associated Third Parties a duty to hold all such Associated Third Party Confidential Information in the strictest confidence, and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree to comply with any and all Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my

unauthorized use or disclosure of Associated Third Party Confidential Information or violation of any Company policies during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this **Section 2.B** shall continue after termination of my employment.

3. OWNERSHIP

A. *Assignment of Inventions*. As between Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time I am in the employ of the Company relating in any way to the business or research or development of LogicBio (including during my off-duty hours), or with the use of Company's equipment, supplies, facilities, or Company Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, "**Inventions**"), are the sole property of LogicBio. I also agree to promptly make full written disclosure to LogicBio of any Inventions, and to deliver and assign and hereby irrevocably assign and agree to assign fully to LogicBio all of my right, title and interest in and to Inventions. I agree that this assignment includes a present conveyance to LogicBio of ownership of Inventions that are not yet in existence. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.

B. *Pre-Existing Materials*. I have attached hereto as **Exhibit A**, a list describing all inventions, discoveries, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by me or in which I have an interest prior to, or separate from, my employment with the Company, and which relate to the Company's proposed business, products, or research and development ("**Prior Inventions**"); or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that if any Prior Inventions are included on **Exhibit A**, they will not materially affect my ability to perform all obligations under this Agreement. I will inform LogicBio in writing before incorporating such Prior Inventions into any Invention or otherwise utilizing such Prior Invention in the course of my employment with the Company, and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. I will not incorporate any invention, improvement, development, concept, discovery, work of authorship or other proprietary information owned by any third party into any Invention without LogicBio's prior written permission.

C. *Moral Rights*. Any assignment to LogicBio of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

D. *Maintenance of Records*. I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. As between Company and myself, the records are and will be available to and remain the sole property of LogicBio at all times.

E. *Further Assurances*. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. I further agree that my obligations under this **Section 3.E** shall continue after the termination of this Agreement.

F. *Attorney-in-Fact*. I agree that, if the Company is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to LogicBio in **Section 3.A**, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

4. CONFLICTING OBLIGATIONS

A. *Current Obligations.* I agree that during the term of my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company.

B. *Prior Relationships*. Without limiting **Section 4.A**, I represent and warrant that I have no other agreements, relationships, or commitments to any other person or entity, and am not subject to any court order, that conflicts with the provisions of this Agreement, my obligations to the Company under this Agreement, or my ability to become employed and perform the services for which I am being hired by the Company. I further agree that if I have signed a confidentiality, non-competition, non-solicitation or no-hire agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement. I represent and warrant that after undertaking a careful search (including searches of my computers, cell phones, electronic devices, and documents), I have returned all property and confidential information belonging to all prior employers (and/or other third parties I have performed services for in accordance with the terms of my applicable agreement). Moreover, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by any of them resulting from my breach of my obligations under any agreement with a third party to which I am a party or obligation to which I am bound, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action, except as prohibited by law.

5. RETURN OF COMPANY MATERIALS

Upon separation from employment with the Company, on the Company's earlier request during my employment, or at any time subsequent to my employment upon demand from the Company, I will promptly deliver to LogicBio, and will not keep in my possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), all tangible embodiments of the Inventions, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, and reproductions of any of the foregoing items, including, without limitation, those records maintained pursuant to **Section 3.D**. I also consent to an exit interview to confirm my compliance with this **Section 5**.

6. TERMINATION CERTIFICATION

Upon separation from employment with the Company, upon the request of the Company, I agree to promptly sign and deliver to the Company the "Termination Certification" attached hereto as **Exhibit B**. I also agree to keep LogicBio advised of my home and business address as well as the names of my new employers for a period of three (3) years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

7. NOTIFICATION OF NEW EMPLOYER

In the event that I leave the employ of the Company, I agree to notify my new employer about my obligations under this Agreement and hereby grant consent to notification by the Company to my new employer about my obligations under this Agreement.

8. RESTRICTED ACTIVITIES

A. *Non-Competition as an Employee*. While I am employed by the Company (other than in connection with the proper performance of my duties and responsibilities to the Company during the term of my employment), I agree that I will not, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, co-venturer or otherwise, own, manage, operate or control, or be employed by, or engage in any business that is engaged in by, any Restricted Business (as defined below), in each case involving any of the services that I provided to LogicBio at any time during my employment with LogicBio.

B. *Post Termination Non-Competition Restrictions*. During the [ ] month period immediately following termination of my employment for any reason except a termination due to layoff or termination by the Company without Cause (as defined below) (the "**Post Termination Non-Competition Period**"), and subject to **Section 8.E** (Post Termination Non-Competition Compensation) and **Section 8.F** (Waiver of Post Termination Non-Competition) below, I agree that I will not, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, co-venturer or otherwise, own, manage, operate or control, or be employed by, or engage in any business that is engaged in by, any Restricted Business (as defined below), in each case involving any of the services that I provided to LogicBio during the last two (2) years of my employment (i) in any geographic area in which the Company conducts the Restricted Business or (ii) in any geographic area in which I provided services on behalf of LogicBio or had a material presence or influence (the "**Post Termination Non-Competition Restrictions**"). For the purposes of this Agreement, the term "**Restricted Business**" shall mean any person or entity engaged in the research, development, manufacture and/or commercialization of products that

utilize gene therapy or genome editing technologies for use in therapeutic indications (i.e., the target disease or patient population) the Company is

actively pursuing at any time during my employment or, with respect to Post Termination Non-Competition Period, has pursued within the last year of my employment and which the Board of Directors of the Company has not affirmatively elected to no longer pursue. For the purposes of this Agreement, the term "**Cause**" means (notwithstanding any other agreement between the Company and me containing this defined term) the occurrence of any of the following, as determined by the Company in its reasonable discretion: (i) my failure to perform (other than by reason of disability) my duties and responsibilities to the Company, or the performance of my duties and responsibilities to the Company in a manner deemed by the Company to be in any way unsatisfactory; (ii) my breach of this Agreement or any other agreement between me and the Company; (iii) my commission of, or plea of nolo contendere to, a felony or other crime; (iv) any misconduct by me or other conduct by me that is or could reasonably be expected to be harmful to the business interests or reputation of the Company; (v) my violation or disregard for any rule or procedure or policy of the Company; or (vi) any other reasonable basis for Company dissatisfaction with me, including for reasons such as lack of capacity or diligence, failure to conform to usual standards of conduct, or other culpable or inappropriate behavior.

C. *Non-Solicitation of Customers and Other Business Partners*. While I am employed by the Company and during the one-year period immediately following termination of my employment, regardless of the reason therefore (in the aggregate, the "**Non-Solicit Period**"), I agree that I will not directly or indirectly (a) solicit or encourage any customer, client, vendor, supplier or other business partner of the Company to terminate or diminish its relationship with them; or (b) seek to persuade any such customer, client, vendor, supplier or other business partner, or any prospective customer, client, vendor, supplier or other business partner of the Company, to conduct with anyone else any business or activity which such customer, client, vendor, supplier or other business partner conducts or could conduct, or such prospective customer, client, vendor, supplier or other business partner could conduct, with the Company; provided, however, that these restrictions shall apply (y) only with respect to those persons or entities who are or have been a customer, client, vendor, supplier or other business partner of the Company at any time within the two-year period immediately preceding the activity restricted by this **Section 8.C** or whose business has been solicited on behalf of the Company by any of their officers, employees or agents within such two-year period, other than by form letter, blanket mailing or published advertisement, and (z) only if I have performed work for such person or entity during my employment with the Company or been introduced to, or otherwise had contact with, such person or entity as a result of my employment or other associations with the Company or have had access to Company Confidential Information or Associated Third Party Confidential Information which would assist in my solicitation of such person or entity.

D. *Non-Solicitation of Employees*. During the Non-Solicit Period, I agree that I will not, and will not assist any other person or entity to (a) hire or solicit for hiring any employee of the Company or seek to persuade any employee of the Company to discontinue employment or (b) solicit or encourage any independent contractor providing services to the Company to terminate or diminish its relationship with them. For the purposes of this Agreement, an "**employee**" or an "**independent contractor**" of the Company is any person or entity who was such at any time within the two-year period immediately preceding the activity restricted by this **Section 8.D**.

E. *Post Termination Non-Competition Compensation*. In the event that the Company does not waive my Post Termination Non-Competition Restrictions in accordance with **Section 8.F** below, I will be eligible to receive the Non-Competition Compensation during the Post Termination Non-Competition Period, which shall be an amount equal to fifty percent (50%) of my monthly base salary in effect immediately prior to my termination, payable to me by the Company in equal monthly installments beginning no later than the date that is within 30 days of my termination date; provided, however, that the Non-Competition Compensation shall be subject to Offset as set forth in **Section 8.G**. I acknowledge and agree that the Non-Competition Compensation is mutually-agreed upon consideration for the **Post**

Termination Non-Competition Restrictions and is subject to all applicable federal, state and local withholding, payroll and other taxes. In the event that the I breach **Section 8.B** of this Agreement, the Non-Competition Compensation paid under this **Section 8.E** shall immediately terminate, and the Company shall have no further obligations to me with respect thereto; provided, however, that any such termination of Non-Competition Compensation shall have no effect on my non-competition obligation hereunder or the Company's right to enforce my non-competition obligation. I further acknowledge and agree that, in the event I have breached my contractual obligations, fiduciary duty to the Company or if I have unlawfully taken, physically or electronically, property belonging to the Company, the Post Termination Non-Competition Period shall be extended to twenty-four (24) months following my termination date, and the Company shall not be required to provide any further consideration beyond the Non-Competition Compensation set forth herein.

F. *Company's Right to Waive Post Termination Non-Competition*. The Company shall have no obligation to pay me any Post Termination Non-Competition Compensation set forth in **Section 8.E** if within ten (10) business days after the effective date of the termination of my employment with the Company, the Company provides a waiver of its right to enforce my Post Termination Non-Competition Restrictions in **Section 8.B**.

G. *Offset*. Any compensation paid to me under **Section 8.E** shall be reduced by any cash severance I receive from LogicBio, including pursuant to the terms of any separation agreement, during the Post Termination Non-Competition Period. Furthermore, in addition to any other remedies that may be available, any compensation paid to me under **Section 8.E** in excess of the cash severance (if any) paid to me pursuant to a separation agreement shall be reduced by any cash compensation I receive from another employer or other entity, whether as an employee, consultant or otherwise, should such employment, consultancy or other provision of service be in violation of **Section 8.B** of this Agreement. I agree promptly to respond to any reasonable inquiries concerning my professional activities. If the Company overpays, I promptly shall return any such overpayments to the Company and/or I hereby authorize the Company to deduct any such overpayments from future amounts. The Company will not seek to recover amounts that were already paid to me under this Agreement prior to the date that I began earning such compensation from a different employer or entity.

9. CONFLICT OF INTEREST GUIDELINES

I agree to diligently adhere to all policies of the Company, including the Company's insider trading policies and the Company's Conflict of Interest Guidelines. A copy of the Company's current Conflict of Interest Guidelines is attached as **Exhibit C** hereto, but I understand that these Conflict of Interest Guidelines may be revised from time to time during my employment.

10. REPRESENTATIONS

Without limiting my obligations under **Section 3.E** above, I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent and warrant that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

11. AUDIT

I acknowledge that I have no reasonable expectation of privacy in any computer, technology system, email, handheld device, telephone, voicemail, or documents that are used to conduct the business of the Company. All information, data, and messages created, received, sent, or stored in these systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software not authorized by the Company, and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or websites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my employment.

I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all network traffic to and from any computer I may use to conduct the business of the Company. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to me and/or in my absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information I have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

12. ARBITRATION AND EQUITABLE RELIEF

A. *Arbitration*. IN CONSIDERATION OF MY EMPLOYMENT WITH THE COMPANY, ITS PROMISE TO ARBITRATE ALL EMPLOYMENT-RELATED DISPUTES, AND MY RECEIPT OF THE COMPENSATION, PAY RAISES, AND OTHER BENEFITS PAID TO ME BY THE COMPANY, AT PRESENT AND IN THE FUTURE, I AGREE THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING THE COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER, OR BENEFIT PLAN OF THE COMPANY, IN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM MY EMPLOYMENT WITH THE COMPANY OR THE TERMINATION OF MY EMPLOYMENT WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT WITH THE COMPANY, SHALL BE SUBJECT TO BINDING ARBITRATION. **DISPUTES THAT I AGREE TO ARBITRATE, AND THEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO, INCLUDE ANY STATUTORY CLAIMS UNDER LOCAL, STATE, OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE SARBANES-OXLEY ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE FAMILY AND MEDICAL LEAVE ACT, THE IMMIGRATION REFORM AND CONTROL ACT, THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (*"USERRA"*), 42 U.S.C.§ 1981, THE EQUAL PAY ACT, AND THE FOLLOWING MASSACHUSETTS LAWS: THE WAGE PAYMENT ACT (M.G.L.**

C. 149, § 148), THE MINIMUM FAIR WAGES ACT, THE FAIR EMPLOYMENT PRACTICES ACT (M.G.L. C. 151B), THE PARENTAL LEAVE ACT (M.G.L. C. 149, § 105D), THE SMALL NECESSITIES LEAVE ACT (M.G.L. C. 149, § 52D), THE EARNED SICK TIME LAW (M.G.L. C. 149, § 148C), THE DOMESTIC VIOLENCE LEAVE ACT (M.G.L. C. 149, § 59E), THE CIVIL RIGHTS ACT (M.G.L. C. 12, § 11H ET SEQ.), THE EQUAL RIGHTS ACT (M.G.L. C. 93, § 102 ET SEQ.), THE EQUAL PAY ACT (M.G.L. C. 149, § 105A ET SEQ.), THE LAW AGAINST SEXUAL HARASSMENT (M.G.L. C. 214, § 1C ET SEQ.), THE LAW AGAINST RETALIATION (M.G.L. C. 19C, § 11. ET SEQ.), AND/OR ANY APPLICABLE OR EQUIVALENT STATE OR LOCAL LAWS, CLAIMS OF HARASSMENT, DISCRIMINATION, AND WRONGFUL TERMINATION, AND ANY STATUTORY OR COMMON LAW CLAIMS. NOTWITHSTANDING THE FOREGOING, I UNDERSTAND THAT NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OF MY RIGHTS UNDER SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT. I FURTHER UNDERSTAND THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH ME, EXCEPT AS SET FORTH IN SUBSECTION C BELOW.

B. *Procedure*. I AGREE THAT ANY ARBITRATION WILL BE ADMINISTERED BY JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("**JAMS**"), PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE "**JAMS RULES**"). I AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, AND MOTIONS TO DISMISS AND DEMURRERS, PRIOR TO ANY ARBITRATION HEARING. I AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. I ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. I AGREE THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. I AGREE AND UNDERSTAND THAT THE ARBITRATOR SHALL MAINTAIN THE CONFIDENTIALITY OF THE ARBITRATION AND SHALL HAVE THE AUTHORITY TO MAKE APPROPRIATE RULINGS TO SAFEGUARD THAT CONFIDENTIALITY, *UNLESS THE PARTIES AGREE OTHERWISE OR THE LAW PROVIDES TO THE CONTRARY.* I UNDERSTAND THAT THE COMPANY WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR JAMS EXCEPT THAT I SHALL PAY ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION THAT I INITIATE. THE COMPANY AND I AGREE THAT THIS AGREEMENT TO ARBITRATE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. NOTWITHSTANDING THE FOREGOING, THE ARBITRATOR OTHERWISE SHALL APPLY THE SUBSTANTIVE AND PROCEDURAL MASSACHUSETTS LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. I AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN MIDDLESEX COUNTY, MASSACHUSETTS. ANY CLAIM OR DISPUTE MUST BE BROUGHT TO ARBITRATION WITHIN THE TIME PERIOD REQUIRED TO FILE SUCH CLAIM OR DISPUTE IN COURT.

C. *Remedies*. EXCEPT AS PROVIDED BY THE ACT AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN ME AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE ACT AND THIS AGREEMENT, NEITHER I NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION.

NOTWITHSTANDING THIS AGREEMENT TO ARBITRATE, THE COMPANY AND I AGREE THAT (1) EITHER PARTY MAY SEEK PROVISIONAL REMEDIES SUCH AS A TEMPORARY RESTRAINING ORDER OR A PRELIMINARY INJUNCTION FROM A COURT OF COMPETENT JURISDICTION TO PREVENT IRREPARABLE HARM AND/OR IN AID OF ARBITRATION, INCLUDING, FOR EXAMPLE, PROVISIONAL REMEDIES TO ENFORCE THE RESTRICTIVE COVENANTS SET FORTH IN **SECTION 8** HEREOF, AND (2) ALL CIVIL ACTIONS RELATING TO MY POST TERMINATION NON-COMPETITION RESTRICTIONS SHALL BE COMMENCED AND MAINTAINED IN SUFFOLK SUPERIOR COURT IN BOSTON.

D. *Administrative Relief*. I UNDERSTAND THAT THIS AGREEMENT DOES NOT PROHIBIT ME FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE, OR FEDERAL ADMINISTRATIVE BODY OR GOVERNMENT AGENCY THAT IS AUTHORIZED TO ENFORCE OR ADMINISTER LAWS RELATED TO EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, THE MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION, THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS BOARD, OR THE WORKERS' COMPENSATION BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE ME FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM, EXCEPT AS PERMITTED BY LAW.

E. *No Class Actions or Arbitrations*. I AGREE THAT THE ARBITRATOR MAY ONLY HEAR INDIVIDUAL CLAIMS AND WILL NOT HAVE THE AUTHORITY: (I) TO CONSOLIDATE THE CLAIMS OF OTHER EMPLOYEES; (II) TO FASHION A PROCEEDING AS A CLASS OR COLLECTIVE ACTION; AND/OR (III) TO AWARD RELIEF TO A GROUP OR CLASS OF EMPLOYEES IN ONE ARBITRATION PROCEEDING. **IN OTHER WORDS, I UNDERSTAND THAT I MUST PURSUE ALL CLAIMS SUBJECT TO ARBITRATION AS AN INDIVIDUAL AND MAY NOT PURSUE SUCH CLAIMS AS PART OF A CLASS.** I REPRESENT, AGREE, AND ACKNOWLEDGE THAT I WILL BE ABLE TO EFFECTIVELY PURSUE MY RIGHTS AND ANY AND ALL CLAIMS AGAINST THE COMPANY IN AN INDIVIDUAL ARBITRATION ACCORDING THE TERMS OF THIS AGREEMENT.

F. *Voluntary Nature of Agreement*. I ACKNOWLEDGE AND AGREE THAT I AM EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND THAT I HAVE ASKED ANY QUESTIONS NEEDED FOR ME TO UNDERSTAND THE TERMS, CONSEQUENCES, AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT ***I AM WAIVING MY RIGHT TO A JURY TRIAL AND MY RIGHT TO PURSUE CLASS OR COLLECTIVE ACTION AGAINST THE COMPANY IN CONNECTION WITH OF ANY AND ALL PRESENT OR FUTURE CLAIMS SUBJECT TO ARBITRATION UNDER THIS AGREEMENT TO ARBITRATE.*** FINALLY, I AGREE THAT I HAVE BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF MY CHOICE BEFORE SIGNING THIS AGREEMENT.

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13. MISCELLANEOUS

A. *Governing Law; Consent to Personal Jurisdiction*. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to Massachusetts's conflicts of law rules that may result in the application of the laws of any jurisdiction other than Massachusetts, provided, however, that the parties agree that the agreement to arbitrate in **Section 12** will be governed by the Federal Arbitration Act. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in Massachusetts for any lawsuit filed against me by the Company, and provided further that, any civil action relating to my Post Termination Non-Competition Restrictions in **Section 8.B** shall be brought exclusively in Suffolk County Superior Court in Boston or the federal courts sitting in Boston, and each party consents to the jurisdiction thereof.

B. *Assignability*. This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. Notwithstanding anything to the contrary herein, LogicBio may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of LogicBio's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise.

C. *Enforcement*. In signing this Agreement, I give the Company assurance that I have carefully read and considered all of the restraints imposed on me hereunder, that I have not relied on any agreements or representations, express or implied, that are not set forth expressly in this Agreement, and that I have signed this Agreement knowingly and voluntarily. I agree without reservation that these restraints are necessary for the reasonable and proper protection of the Company, and are reasonable in respect to subject matter, length of time and geographic area. I further agree that, were I to breach any of the covenants contained herein, the damage to the Company would be irreparable. I therefore agree that the Company, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief from a court of competent jurisdiction against any breach or threatened breach by me of any such covenants, without having to post bond, together with an award of its reasonable attorneys' fees incurred in enforcing its rights hereunder. So that the Company may enjoy the full benefit of the covenants contained in **Sections 8.C and 8.D** above, I further agree that the Non-Solicit Period shall be tolled, and shall not run, during the period of any breach by me of such covenants. I also agree that if I violate any fiduciary duty to the Company or unlawfully take any Company Confidential Information or other property belonging to the Company, the Post-Termination Non-Competition Period in **Section 8.B** will extend by the time during which I engage in such violation(s), for up to a total of two (2) years following the termination of my employment. In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, that provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. Finally, no claimed breach of this Agreement or other violation of law attributed to the Company, or change in the nature or scope of my employment or other relationship with the Company, shall operate to excuse me from the performance of my obligations under this Agreement.

D. *Entire Agreement*. This Agreement, together with the Exhibits herein and any executed written offer letter or agreement between me and the Company, to the extent such materials are not in conflict with this Agreement, sets forth the entire agreement and understanding between the Company and me with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between us, including, but not limited to, any representations made during my interview(s) or relocation negotiations. I represent and warrant that I am not relying on any statement or representation not contained in this Agreement. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

E. *Headings*. Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

F. *Severability*. If a court or other body of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

G. *Modification, Waiver.* No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the President or CEO of LogicBio and me. Waiver by LogicBio of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

H. *Survivorship.* My rights and obligations hereunder will survive termination of my employment with the Company.

I ACKNOWLEDGE AND AGREE THAT I RECEIVED A COPY OF THIS AGREEMENT ON OR BEFORE THE EARLIER OF (I) THE DATE OF RECEIPT BY ME OF A FORMAL OFFER OF EMPLOYMENT FROM THE COMPANY OR (II) THE DATE THAT IS TEN (10) BUSINESS DAYS BEFORE THE COMMENCEMENT OF MY EMPLOYMENT WITH THE COMPANY. TO THE EXTENT THAT ANY SUCH TEN (10) BUSINESS DAY WAITING PERIOD IS NOT DEEMED TO HAVE BEEN MET, I HEREBY KNOWINGLY AND EXPRESSLY WAIVE SUCH WAITING PERIOD. I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. I UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT WITH LEGAL COUNSEL PRIOR TO EXECUTING THIS AGREEMENT. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

LOGICBIO THERAPEUTICS, INC.

By: _____
Title:

EMPLOYEE

_____
Name (Printed): _____
Address: _____

_____

_____

EXHIBIT A

LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description

___ No inventions or improvements

___ Additional Sheets Attached

Date: _____

_____
Signature

_____
Name of Employee (typed or printed)

EXHIBIT B

LOGICBIO THERAPEUTICS, INC. TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, any other documents or property, or reproductions of any and all aforementioned items belonging to LogicBio Therapeutics, Inc., its subsidiaries, affiliates, successors or assigns (together, the "**Company**").

I further certify that I have complied with all the terms of the Company's Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others), as covered by that agreement.

I further agree that, in compliance with the Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement, I will preserve as confidential all Company Confidential Information and Associated Third Party Confidential Information, including trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants, or licensees.

I agree that nothing in this Exhibit B shall affect my continuing obligations under the Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement, including, without limitation, my obligations under Article 2 (Confidentiality) and Article 8 (Restricted Activities) thereof.

After leaving the Company's employment, I will be employed by _____ in the position of _____.

Date: _____

_____
Signature

_____
Name of Employee (typed or printed)

Address for Notifications: _____

_____

EXHIBIT C

LOGICBIO THERAPEUTICS, INC. CONFLICT OF INTEREST GUIDELINES

It is the policy of LogicBio Therapeutics, Inc. to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees, and independent contractors must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations that must be avoided:

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement elaborates on this principle and is a binding agreement.)

2. Accepting or offering substantial gifts, excessive entertainment, favors, or payments that may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.

3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.

4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.

5. Initiating or approving any form of personal or social harassment of employees.

6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.

7. Borrowing from or lending to employees, customers, or suppliers.

8. Acquiring real estate of interest to the Company.

9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.

10. Unlawfully discussing prices, costs, customers, sales, or markets with competing companies or their employees.

11. Making any unlawful agreement with distributors with respect to prices.

12. Improperly using or authorizing the use of any inventions that are the subject of patent claims of any other person or entity.

13. Engaging in any conduct that is not in the best interest of the Company.

Each officer, employee, and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning.

Exhibit 10.8

LOGICBIO THERAPEUTICS, INC.
2018 EQUITY INCENTIVE PLAN

Name:	[_____]
Number of Restricted Stock Units:	[_____]
Date of Grant:	[_____]
Vesting Commencement Date:	[_____]

RESTRICTED STOCK UNIT AGREEMENT

This agreement (this "**Agreement**") evidences a grant of Restricted Stock Units ("**RSUs**") by LogicBio Therapeutics, Inc. (the "**Company**") to the individual named above (the "**Grantee**"), an employee of the Company, pursuant to and subject to the terms of the LogicBio Therapeutics, Inc. 2018 Equity Incentive Plan (as from time to time amended and in effect, the "**Plan**"). Except as otherwise defined herein, all capitalized terms used herein have the same meanings as in the Plan.

1. Grant of RSUs. The Company grants to the Grantee on the date of grant set forth above (the "**Date of Grant**") the number of RSUs set forth above, giving the Grantee the conditional right to receive, with respect to each RSU granted hereunder, without payment and pursuant to and subject to the terms and conditions set forth in this Agreement and in the Plan, one share of Stock (a "**Share**"), subject to adjustment pursuant to Section 7 of the Plan in respect of transactions occurring after the date hereof.

The RSUs are granted to the Grantee in connection with the Grantee's ongoing Employment with the Company.

2. Vesting; Cessation of Employment.

(a) Vesting. [_____].

(b) Cessation of Service. If the Grantee's Employment ceases for any reason, except as expressly provided for in any agreement between the Grantee and the Company or its Affiliate, the RSUs, to the extent not then vested, will be immediately forfeited.

3. Delivery of Shares. Subject to Section 4 below, the Company shall, as soon as practicable upon the vesting of any RSUs subject to this Agreement (but in no event later than thirty (30) days following the Vesting Date), effect delivery of the Shares with respect to such vested RSUs to the Grantee (or, in the event of the Grantee's death, to the person to whom the Award has passed by will or the laws of descent and distribution). No Shares will be issued pursuant to this Agreement unless and until all legal requirements applicable to the issuance or transfer of such Shares have been complied with to the satisfaction of the Administrator.

4. Forfeiture; Recovery of Compensation.

(a) The RSUs, and the proceeds from the exercise or disposition of the Shares, will be subject to forfeiture and disgorgement to the Company, with interest and related earnings, if at any time the Grantee is not in compliance with all applicable provisions of this Agreement and the Plan.

(b) By accepting, or being deemed to have accepted, the RSUs, the Grantee expressly acknowledges and agrees that his or her rights, and those of any permitted transferee of the RSUs, including the right to any Shares or proceeds from the disposition thereof, are subject to Section 6(a)(5) of the Plan (including any successor provision). Nothing in the preceding sentence may be construed as limiting the general application of Section 7 of this Agreement.

5. Nontransferability. The RSUs may not be transferred except as expressly permitted under Section 6(a)(3) of the Plan.

6. Withholding. The Grantee expressly acknowledges that the vesting or settlement of the RSUs acquired hereunder may give rise to "wages" subject to withholding. The Grantee expressly acknowledges and agrees that the Grantee's rights hereunder, including the right to receive Shares following the vesting of any portion of the Award, are subject to the satisfaction of all taxes required to be withheld with respect to the Award. Unless otherwise determined by the Company, the Company shall automatically satisfy these tax withholding obligations by withholding from the Shares that would otherwise be delivered in connection with such vesting date a number of Shares having a fair market value equal to the minimum statutory amount required to be withheld to satisfy such tax withholding obligations and/or by causing such number of Shares to be sold in accordance with a sell-to-cover arrangement. The Grantee authorizes the Company and its subsidiaries to withhold any amounts due in respect of any required tax withholdings by withholding from the Shares otherwise deliverable in connection with this Award, by causing such Shares to be sold in accordance with a sell-to-cover arrangement and/or by withholding from any amounts otherwise owed to the Grantee. Nothing in this Section 6 shall be construed as relieving the Grantee of any liability for satisfying his or her tax obligations relating to the Award. If a sell-to-cover arrangement is selected as contemplated hereunder the Grantee shall bear all costs associated with the sale of Shares under such arrangement.

7. Effect on Employment. This grant of the RSUs will not give the Grantee any right to be retained in the employment or service of the Company or any of its subsidiaries, affect the right of the Company or any of its subsidiaries to terminate the Grantee's employment or service at any time, or affect any right of the Grantee to terminate his or her employment or service with the Company at any time.

8. Provisions of the Plan. This Agreement is subject in its entirety to the provisions of the Plan, which are incorporated herein by reference. A copy of the Plan as in effect on the Date of Grant has been furnished or made available to the Grantee. By accepting, or being deemed to have accepted, all or any part of the RSUs, the Grantee agrees to be bound by the terms of the Plan and this Agreement. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan will control.

9. Acknowledgements. The Grantee acknowledges and agrees that (i) this Agreement may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same instrument, (ii) this Agreement may be executed and exchanged using facsimile, portable document format (PDF) or electronic signature, which, in each case, will constitute an original signature for all purposes hereunder, and (iii) such signature by the Company will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Grantee.

[Signature page follows.]

The Company, by its duly authorized officer, and the Grantee have executed this Agreement as of the Date of Grant.

LOGICBIO THERAPEUTICS, INC.

By: _____

Name: _____

Title: _____

Agreed and Accepted:

By _____

Signature page to Restricted Stock Unit Agreement

Exhibit 31.1

Certification of Principal Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of Sarbanes-Oxley Act of 2002

I, Frederic Chereau, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of LogicBio Therapeutics, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report), that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2021

By: /s/ Frederic Chereau
Frederic Chereau
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

Certification of Principal Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of Sarbanes-Oxley Act of 2002

I, Cecilia Jones, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of LogicBio Therapeutics, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report), that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2021

By: /s/ Cecilia Jones
Cecilia Jones
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of LogicBio Therapeutics, Inc. (the "Company") for the quarter ended June 30, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the company, hereby certifies, pursuant to Section 1350 of Chapter 63 of Title 18, United States Code, that to the best of his or her knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: August 9, 2021

/s/ Frederic Chereau
Frederic Chereau
President and Chief Executive Officer

Dated: August 9, 2021

/s/ Cecilia Jones
Cecilia Jones
Chief Financial Officer

Document and Entity Information - shares	6 Months Ended Jun. 30, 2021	Jul. 30, 2021
Cover [Abstract]		
Document Type	10-Q	
Amendment Flag	false	
Document Period End Date	Jun. 30, 2021	
Document Fiscal Period Focus	Q2	
Document Fiscal Year Focus	2021	
Entity Registrant Name	LogicBio Therapeutics, Inc.	
Entity Central Index Key	0001664106	
Trading Symbol	LOGC	
Current Fiscal Year End Date	--12-31	
Entity Filer Category	Accelerated Filer	
Entity Small Business	true	
Entity Emerging Growth Company	true	
Entity Ex Transition Period	true	
Entity Current Reporting Status	Yes	
Entity Interactive Data Current	Yes	
Entity Shell Company	false	
Entity File Number	001-38707	
Entity Tax Identification Number	47-1514975	
Entity Address, Address Line One	65 Hayden Avenue, 2nd Floor,	
Entity Address, City or Town	Lexington	
Entity Address, State or Province	MA	
Entity Address, Postal Zip Code	02421	
City Area Code	617	
Local Phone Number	245-0399	
Entity Common Stock, Shares Outstanding		32,240,235
Security Exchange Name	NASDAQ	
Title of 12(b) Security	Common Stock, par value $0.0001 per share	
Document Quarterly Report	true	
Document Transition Report	false	
Entity Incorporation, State or Country Code	DE	

Condensed Consolidated Balance Sheets - USD ($) $ in Thousands	Jun. 30, 2021	Dec. 31, 2020
CURRENT ASSETS:		
Cash and cash equivalents	$ 68,108	$ 70,075
Accounts receivable	77	263
Prepaid expenses and other current assets	1,839	2,205
Total current assets	70,024	72,543
Property and equipment, net	2,103	1,815
Restricted cash	622	622
Operating lease right-of-use asset	5,126	5,660
TOTAL ASSETS	77,875	80,640
CURRENT LIABILITIES:		
Accounts payable	1,256	447
Accrued expenses and other current liabilities	3,613	2,701
Operating lease liabilities	1,159	1,094
Current portion of long-term debt	3,288	1,910
Current portion of deferred revenue	4,843	
Total current liabilities	14,159	6,152
Long-term debt, net of issuance costs and discount	6,568	8,109
Operating lease liabilities, net of current portion	4,361	4,952
Deferred revenue, net of current portion	7,967	
Total liabilities	33,055	19,213
COMMITMENTS AND CONTINGENCIES (Note 14)		
STOCKHOLDERS' EQUITY:		
Preferred stock, par value of $0.0001 per share; 25,000,000 shares authorized; no shares issued and outstanding as of June 30, 2021 and December 31, 2020.		
Common stock, par value of $0.0001 per share; 175,000,000 shares authorized; 32,222,366 and 31,775,748 shares issued and outstanding as of June 30, 2021 and December 31, 2020, respectively	3	3
Additional paid-in capital	165,589	161,415
Accumulated deficit	(120,772)	(99,991)
Total stockholders' equity	44,820	61,427
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 77,875	$ 80,640

Condensed Consolidated Balance Sheets (Parenthetical) - $ / shares	Jun. 30, 2021	Dec. 31, 2020
Statement Of Financial Position [Abstract]		
Common stock, par value	$ 0.0001	$ 0.0001
Common stock, shares authorized	175,000,000	175,000,000
Common stock, shares issued	32,222,366	31,775,748
Common stock, shares outstanding	32,222,366	31,775,748
Preferred stock, par value	$ 0.0001	$ 0.0001
Preferred stock, shares authorized	25,000,000	25,000,000
Preferred stock, shares issued	0	0
Preferred stock, shares outstanding	0	0

Consolidated Statements of Operations - USD ($) $ in Thousands	3 Months Ended		6 Months Ended	
	Jun. 30, 2021	Jun. 30, 2020	Jun. 30, 2021	Jun. 30, 2020
REVENUE				
Total revenue	$ 802	$ 965	$ 1,263	$ 1,986
Revenue, Product and Service [Extensible List]	logc:CollaborationAndServiceRevenueMember	logc:CollaborationAndServiceRevenueMember	logc:CollaborationAndServiceRevenueMember	logc:CollaborationAndServiceRevenueMember
OPERATING EXPENSES				
Research and development	$ 7,257	$ 5,895	$ 13,676	$ 13,068
General and administrative	3,765	3,029	7,824	6,221
Total operating expenses	11,022	8,924	21,500	19,289
LOSS FROM OPERATIONS	(10,220)	(7,959)	(20,237)	(17,303)
OTHER INCOME (EXPENSE):				
Interest income	4	10	10	177
Interest expense	(283)	(273)	(554)	(545)
Other expense, net		(5)		(11)
Total other expense, net	(279)	(268)	(544)	(379)
Loss before income taxes	(10,499)	(8,227)	(20,781)	(17,682)
Net loss	$ (10,499)	$ (8,227)	$ (20,781)	$ (17,682)
Net loss per share—basic and diluted	$ (0.33)	$ (0.35)	$ (0.65)	$ (0.76)
Weighted-average common stock outstanding—basic and diluted	32,162,375	23,326,018	32,048,716	23,250,910

Condensed Consolidated Statements of Comprehensive Loss - USD ($) $ in Thousands	3 Months Ended		6 Months Ended	
	Jun. 30, 2021	Jun. 30, 2020	Jun. 30, 2021	Jun. 30, 2020
Statement Of Income And Comprehensive Income [Abstract]				
Net loss	$ (10,499)	$ (8,227)	$ (20,781)	$ (17,682)
Other comprehensive income:				
Comprehensive loss	$ (10,499)	$ (8,227)	$ (20,781)	$ (17,682)

Condensed Consolidated Statements of Stockholders' Equity - USD ($) $ in Thousands	Total	Common Stock [Member]	Additional Paid-in Capital [Member]	Accumulated Other Comprehensive Income (Loss) [Member]	Accumulated Deficit [Member]
Beginning Balance at Dec. 31, 2019	$ 42,287	$ 3	$ 109,640	$ 14	$ (67,370)
Beginning Balance, Shares at Dec. 31, 2019		23,036,943			
Vesting of restricted stock, Shares		160,340			
Exercise of options	84		84		
Exercise of options, Shares		19,378			
Realized gain on investments	(14)			(14)	
Stock-based compensation expense	805		805		
Net loss	(9,455)				(9,455)
Ending Balance at Mar. 31, 2020	33,707	$ 3	110,529		(76,825)
Ending Balance, Shares at Mar. 31, 2020		23,216,661			
Beginning Balance at Dec. 31, 2019	42,287	$ 3	109,640	$ 14	(67,370)
Beginning Balance, Shares at Dec. 31, 2019		23,036,943			
Net loss	(17,682)				
Ending Balance at Jun. 30, 2020	28,156	$ 3	113,205		(85,052)
Ending Balance, Shares at Jun. 30, 2020		23,504,843			
Beginning Balance at Mar. 31, 2020	33,707	$ 3	110,529		(76,825)
Beginning Balance, Shares at Mar. 31, 2020		23,216,661			
Vesting of restricted stock, Shares		18,642			
Issuance of common stock related to at-the-market offerings, net of issuance costs	1,907		1,907		
Issuance of common stock, Shares		269,540			
Stock-based compensation expense	769		769		
Net loss	(8,227)				(8,227)
Ending Balance at Jun. 30, 2020	28,156	$ 3	113,205		(85,052)
Ending Balance, Shares at Jun. 30, 2020		23,504,843			

Beginning Balance at Dec. 31, 2020	61,427	$ 3	161,415	(99,991)
Beginning Balance, Shares at Dec. 31, 2020		31,775,748		
Vesting of restricted stock, Shares		31,372		
Issuance of common stock related to at-the-market offerings, net of issuance costs	2,091		2,091	
Issuance of common stock, Shares		251,086		
Stock-based compensation expense	989		989	
Net loss	(10,282)			(10,282)
Ending Balance at Mar. 31, 2021	54,225	$ 3	164,495	(110,273)
Ending Balance, Shares at Mar. 31, 2021		32,058,206		
Beginning Balance at Dec. 31, 2020	61,427	$ 3	161,415	(99,991)
Beginning Balance, Shares at Dec. 31, 2020		31,775,748		
Net loss	(20,781)			
Ending Balance at Jun. 30, 2021	44,820	$ 3	165,589	(120,772)
Ending Balance, Shares at Jun. 30, 2021		32,222,366		
Beginning Balance at Mar. 31, 2021	54,225	$ 3	164,495	(110,273)
Beginning Balance, Shares at Mar. 31, 2021		32,058,206		
Vesting of restricted stock, Shares		84,384		
Exercise of options	52		52	
Exercise of options, Shares		70,620		
Issuance of common stock related to at-the-market offerings, net of issuance costs	45		45	
Issuance of common stock, Shares		9,156		
Stock-based compensation expense	997		997	
Net loss	(10,499)			(10,499)
Ending Balance at Jun. 30, 2021	$ 44,820	$ 3	$ 165,589	$ (120,772)
Ending Balance, Shares at Jun. 30, 2021		32,222,366		

Condensed Consolidated Statements of Stockholders' Equity (Parenthetical) - USD ($) $ in Thousands	3 Months Ended		
	Jun. 30, 2021	Mar. 31, 2021	Jun. 30, 2020
Stock Issuance Costs	$ 1	$ 65	$ 33

Condensed Consolidated Statements of Cash Flows - USD ($) $ in Thousands	6 Months Ended	
	Jun. 30, 2021	Jun. 30, 2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (20,781)	$ (17,682)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation expense	286	226
Net amortization of premiums and discounts on investments		26
Stock-based compensation expense	1,986	1,574
Non-cash interest expense	114	103
Non-cash lease expense	542	1,025
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	366	96
Accounts payable	502	(113)
Accrued expenses and other current liabilities	463	(1,201)
Net cash used in operating activities	(3,526)	(15,845)
Accounts receivable	186	
Deferred revenue	12,810	101
CASH FLOWS FROM INVESTING ACTIVITIES:		
Maturities of investments		17,500
Purchase of property and equipment	(352)	(202)
Net cash (used in) provided by investing activities	(352)	17,298
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from exercise of stock options	52	84
Net proceeds from at-the-market common stock issuances	2,136	1,907
Principal repayments on term loan	(277)	
Net cash provided by financing activities	1,911	1,991
NET (DECREASE) INCREASE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH	(1,967)	3,444
Cash, cash equivalents and restricted cash at beginning of year	70,697	33,875
Cash, cash equivalents and restricted cash at end of period	68,730	37,319
RECONCILIATION OF CASH, CASH EQUIVALENTS AND RESTRICTED CASH		
Cash and cash equivalents	68,108	36,697
Long-term restricted cash	622	622
Cash, cash equivalents and restricted cash at end of period	68,730	37,319
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for interest	440	442
SUPPLEMENTAL DISCLOSURE OF NON-CASH ACTIVITIES:		
Right-of-use assets obtained in exchange for operating lease obligation		6,428
Property and equipment purchases in accrued expenses and accounts payable	$ 340	$ 116

NATURE OF BUSINESS AND BASIS OF PRESENTATION

Accounting Policies [Abstract]

NATURE OF BUSINESS AND BASIS OF PRESENTATION

6 Months Ended

Jun. 30, 2021

1. NATURE OF BUSINESS AND BASIS OF PRESENTATION

Business Overview

LogicBio Therapeutics, Inc. (“LogicBio” or the “Company”) was incorporated in 2014 as a Delaware corporation. Its principal offices are in Lexington, Massachusetts. LogicBio is a clinical-stage genetic medicine company pioneering gene editing and gene delivery platforms to address rare and serious diseases from infancy through adulthood. The Company's gene editing platform, GeneRide™, is a new approach to precise gene insertion harnessing a cell's natural deoxyribonucleic acid (“DNA”) repair process potentially leading to durable therapeutic protein expression levels. The Company's gene delivery platform, sAAVy™, is an adeno-associated virus (“AAV”) capsid engineering platform designed to optimize gene delivery for treatments in a broad range of indications and tissues.

Based on the Company’s GeneRide technology, LogicBio is developing its lead product candidate, LB-001, to treat methylmalonic acidemia (“MMA”) in pediatric patients. On June 2, 2021, the Company announced that the first patient was dosed with LB-001 in its SUNRISE clinical trial. The SUNRISE trial is a multi-center, open-label, Phase 1/2 clinical trial designed to assess the safety and tolerability of a single intravenous infusion of LB-001 in pediatric patients with MMA characterized by methylmalonyl-CoA mutase gene (“MMUT”) mutations. The Company expects seven centers in the United States and one center in Saudi Arabia to participate in the SUNRISE trial.

In April 2021, the Company entered into an Exclusive Research Collaboration, License and Option Agreement with CANbridge Care Pharma Hong Kong Limited (“CANbridge”), pursuant to which LogicBio granted CANbridge (a) an exclusive worldwide license to certain of the Company’s intellectual property rights, including those relating to AAV sL65 (“sL65”), the first capsid produced from the sAAVy platform, to develop, manufacture and commercialize gene therapy candidates for the treatment of Fabry and Pompe diseases, (b) an option to obtain an exclusive worldwide license to certain of the Company’s intellectual property rights, including those relating to sL65, to develop and commercialize gene therapy candidates for the treatment of two additional indications, and (c) an exclusive option to obtain an exclusive license to develop and commercialize LB-001 for the treatment of MMA in China, Taiwan, Hong Kong and Macau. Also in April 2021, the Company announced a research collaboration with Daiichi Sankyo Company, Limited (“Daiichi”) for the development of treatments for two indications based on GeneRide. In addition, the Company entered into a research collaboration with Takeda Pharmaceutical Company Limited (“Takeda”) in January 2020 to develop LB-301, an investigational therapy leveraging GeneRide, for the treatment of Crigler-Najjar syndrome (“CN”), a rare pediatric disease.

Since its inception, the Company has devoted the majority of its efforts to research and development, including its preclinical and clinical development activities and its manufacturing and process development activities, raising capital, and providing general and administrative support for these operations. The Company is subject to a number of risks similar to those of other companies conducting high-risk, early-stage research and development of product candidates. Principal among these risks are a dependency on key individuals and intellectual property, competition from other products and companies, and the technical risks associated with the successful research, development and clinical manufacturing of its product candidates. The Company’s success is dependent upon its ability to continue to raise additional capital in order to fund ongoing research and development, meet its obligations and, ultimately, obtain regulatory

approval of its product candidates, successfully commercialize its products, if approved, generate revenue and attain profitable operations.

COVID-19 Impact

The Company is closely monitoring the COVID-19 pandemic in order to promote the safety of its personnel and to continue advancing its research and development activities. The Company is following federal, state and local requirements and guidelines with respect to the COVID-19 pandemic, and has allowed its employees to return to working on-premises in accordance with those requirements and guidelines.

The COVID-19 pandemic did not have a material impact on the Company's results of operations, cash flow and financial position as of and for the six months ended June 30, 2021. However, the Company is aware that certain of its third party vendors are being affected by import/export and other restrictions due to COVID-19, which are currently having an impact on certain of the Company's research, development and manufacturing activities. The full extent to which the COVID-19 pandemic will directly or indirectly impact the Company's business, results of operations and financial position will depend on future developments that are uncertain and cannot be accurately predicted.

Liquidity and Capital Resources

The Company has had recurring losses since inception and incurred a loss of $20,781 during the six months ended June 30, 2021. Net cash used in operations for the six months ended June 30, 2021 was $3,526. The Company expects to continue to generate operating losses and use cash in operations for the foreseeable future. As of June 30, 2021, the Company had cash and cash equivalents of $68,108. The Company believes that its cash and cash equivalents at June 30, 2021 will be sufficient to fund its operating expenses and capital expenditure requirements for at least the next twelve months from the date these financial statements are issued.

The Company will require substantial additional capital to fund its research and development, including its preclinical and clinical development activities and its manufacturing and process development activities, and ongoing operating expenses. Management's plans to address these requirements include financing future cash needs through equity or debt financings, payments from its collaborators, strategic transactions, or a combination of those approaches. These plans may also include the possible deferral of certain operating expenses unless and until additional capital is received. There can be no assurance that the Company will be successful in raising additional capital or that such capital, if available, will be on terms that are acceptable to the Company, or that the Company will be successful in deferring certain operating expenses.

Basis of Presentation

The accompanying condensed consolidated financial statements have been prepared by the Company in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") and pursuant to the rules and regulations of the U.S. Securities and Exchange Commission ("SEC") for interim financial statements. Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to such rules and regulations. However, the Company believes that the disclosures are adequate to make the information presented not misleading. These condensed consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements and the notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on March 15, 2021.

The unaudited interim condensed consolidated financial statements have been prepared on the same basis as the audited consolidated financial statements. In the opinion of management, the accompanying unaudited interim condensed consolidated financial statements contain all

adjustments which are necessary for a fair statement of the Company's financial position as of June 30, 2021, consolidated results of operations for the three and six months ended June 30, 2021 and 2020 and cash flows for the six months ended June 30, 2021 and 2020. Such adjustments are of a normal and recurring nature. The results of operations for the three and six months ended June 30, 2021 are not necessarily indicative of the results of operations that may be expected for the year ending December 31, 2021.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Policies [Abstract]

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

6 Months Ended

Jun. 30, 2021

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Significant Accounting Policies

The Company's significant accounting policies are disclosed in the audited consolidated financial statements and the notes thereto, which are included in the Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on March 15, 2021. Since the date of those financial statements, there have been no material changes to its significant accounting policies.

Recently Issued Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board ("FASB") or other standard setting bodies that are adopted by the Company as of the specified effective date. The Company believes that the impact of recently issued standards that are not yet effective will not have a material impact on the Company's consolidated financial statements upon adoption.

In March 2020, the FASB issued Accounting Standards Update ("ASU") 2020-04, *Facilitation of the Effects of Reference Rate Reform on Financial Reporting (Topic 848)*. This ASU provides optional expedients and exceptions for applying U.S. GAAP to transactions affected by reference rate (e.g., LIBOR) reform if certain criteria are met, for a limited period of time to ease the potential burden in accounting for (or recognizing the effects of) reference rate reform on financial reporting. The ASU is effective as of March 12, 2020 through December 31, 2022. The Company will evaluate transactions or contract modifications, including any related to its July 2019 loan and security agreement which uses LIBOR as a reference rate, occurring as a result of reference rate reform and determine whether to apply the optional guidance on an ongoing basis. The ASU is currently not expected to have a material impact on the Company's condensed consolidated financial statements and related disclosures.

FAIR VALUE MEASUREMENTS	6 Months Ended Jun. 30, 2021
Fair Value Disclosures [Abstract]	
FAIR VALUE MEASUREMENTS	

3. FAIR VALUE MEASUREMENTS

The following tables present information about the Company's financial assets measured at fair value on a recurring basis and indicate the level of the fair value hierarchy utilized to determine such fair values:

Description	June 30, 2021	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Observable Inputs (Level 3)
Assets				
Money market funds and other cash equivalents	$67,569	$ 67,569	$ —	$ —
Total financial assets	$67,569	$ 67,569	$ —	$ —

Description	December 31, 2020	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Observable Inputs (Level 3)
Assets				
Money market funds and other cash equivalents	$ 69,277	$ 69,277	$ —	$ —
Total financial assets	$ 69,277	$ 69,277	$ —	$ —

When developing fair value estimates, the Company maximizes the use of observable inputs and minimizes the use of unobservable inputs. When available, the Company uses quoted market prices to measure fair value. The valuation technique used to measure fair value for the Company's Level 1 and Level 2 assets is a market approach, using prices and other relevant information generated by market transactions involving identical or comparable assets. If market prices are not available, the fair value measurement is based on models that use primarily market-based parameters including yield curves, volatilities, credit ratings and currency rates. In certain cases where market rate assumptions are not available, the Company is required to make judgments about assumptions market participants would use to estimate the fair value of a financial instrument.

The Company did not have any transfers of assets between levels of the fair value measurement hierarchy during the six months ended June 30, 2021.

INVESTMENTS	6 Months Ended Jun. 30, 2021
Investments [Abstract]	
INVESTMENTS	

4. INVESTMENTS

As of June 30, 2021 and December 31, 2020, the Company did not hold any short-term or long-term investments.

ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Payables And Accruals [Abstract]

ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

6 Months Ended

Jun. 30, 2021

5. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses and other current liabilities at June 30, 2021 and December 31, 2020 consisted of the following:

	June 30, 2021	December 31, 2020
Accrued compensation and benefits	$ 1,208	$ 1,200
Accrued professional services	914	988
Accrued lab supplies	219	71
Accrued IP licensing fees	1,035	70
Other	237	372
Total accrued expenses and other current liabilities	$ 3,613	$ 2,701

Accrued compensation and benefits consists primarily of accrued bonuses. Accrued professional services consists primarily of consulting services, legal services and services provided by contract research organizations (“CRO”) and contract manufacturing organizations (“CMO”). Accrued lab supplies consists primarily of reagents and lab consumables. Accrued IP licensing fees consist of fees payable to certain of the Company’s existing licensors.

DEBT

6 Months Ended
Jun. 30, 2021

Debt Disclosure [Abstract]
DEBT

6. DEBT

On July 2, 2019 (the "Closing Date"), the Company entered into a loan and security agreement (the "Loan Agreement"), for term loans with Oxford Finance LLC ("Oxford") and Horizon Technology Finance Corporation ("Horizon," and, together with Oxford, the "Lenders"). The Loan Agreement allows the Company to borrow up to $20,000 issuable in two equal tranches (the "Term Loans"). On the Closing Date, the first tranche of $10,000 was drawn down by the Company (the "Term A Loan"). In September 2020 and March 2021, the Company entered into amendments to the Loan Agreement, each of which extended the availability of the $10,000 second tranche subject to certain conditions. In the second quarter of 2021, the Company met the conditions to initiate drawdown of the second tranche but did not exercise its right to do so. As of June 30, 2021, the option to draw down the second tranche of the Term Loans had expired.

The outstanding balance of the Term Loans will accrue interest at the greater of (i) the rate of the one-month U.S. LIBOR rate plus 6.25% and (ii) 8.75%. The Loan Agreement provides for an interest only period until July 1, 2021, followed by thirty-six equal monthly payments of principal and interest continuing through June 1, 2024 (the "Maturity Date"). The Company has the option to prepay the outstanding balance prior to the Maturity Date, subject to a prepayment fee of 1.0% to 3.0% depending upon when the prepayment occurs. Upon repayment of the Term Loans, the Company is required to make a final payment to the Lenders equal to 4.5% of the original principal amount of the Term Loans funded which will be accrued by charges to interest expense over the term of the loans using the effective interest method.

In conjunction with the Loan Agreement, the Company issued 15,686 of common stock warrants ("Warrants") to the Lenders at a per share exercise price of $12.75, a maximum contractual term of 10 years and exercisable immediately. The fair value of the Warrants was accounted for as a debt discount and calculated to be approximately $136 using the Black-Scholes method. The Company determined the Warrants met the criteria for equity classification, and, as such, the fair value of the Warrants is recorded as additional paid-in capital on the condensed consolidated balance sheets. Finally, the Company incurred issuance costs of approximately $150. Both the debt discount and issuance costs will be accreted to Notes payable by charges to interest expense over the term of the Term A Loan using the effective interest method.

The Loan Agreement contains customary representations, warranties and covenants and also includes customary events of default. Events of default include, among other things, the Company's failure to pay amounts due, a breach of certain covenants, a material adverse change event, misrepresentations and judgments. Upon the occurrence of an event of default, a default interest rate of an additional 5.00% per annum may be applied to the outstanding loan balances, and the Lenders may declare all outstanding obligations immediately due and payable. Borrowings under the Loan Agreement are collateralized by substantially all the Company's assets, other than its intellectual property, which include maintaining certain cash balances in controlled accounts.

Interest expense was $283 and $554 for the three and six months ended June 30, 2021, respectively. Interest expense was $273 and $545 for the three and six months ended June 30, 2020, respectively. The effective interest rate on the Loan Agreement, including the amortization of the debt discount and issuance costs, and accretion of the final payment, was 11.34% at June 30, 2021. The components of the long-term debt balance are as follows:

	June 30, 2021	December 31, 2020
Notes payable, gross	$ 9,723	$ 10,000

Less: Unamortized debt discount and issuance costs	(133)	(175)
Accretion of final payment fee	266	194
Carrying value of notes payable	9,856	10,019
Less: Current portion of long-term debt	(3,288)	(1,910)
Long-term debt, net of issuance costs and discount	$ 6,568	$ 8,109

As of June 30, 2021, the estimated future principal payments due were as follows:

	As of June 30, 2021
2021	$ 1,668
2022	3,333
2023	3,333
2024	1,389
Thereafter	—
Total principal payments	$ 9,723

STOCK-BASED COMPENSATION	6 Months Ended Jun. 30, 2021
Disclosure Of Compensation Related Costs Sharebased Payments [Abstract]	
STOCK-BASED COMPENSATION	

7. STOCK-BASED COMPENSATION

Equity Incentive Plans

In December 2014, the Company adopted the LogicBio Therapeutics, Inc. 2014 Equity Incentive Plan, as amended (the "2014 Plan"), for the issuance of stock options and other stock-based awards. In October 2018, the Company's 2018 Equity Incentive Plan (the "2018 Plan") became effective and as a result, no further awards will be made under the 2014 Plan. The 2018 Plan was established to provide equity-based ownership opportunities for employees and directors, as well as outside consultants and advisors. Any awards granted under the 2014 Plan prior to the adoption of the 2018 Plan remained outstanding in accordance with their respective terms.

Under the 2018 Plan, there is an annual increase on January 1 of each year from 2019 until 2028, by the lesser of (i) 4% of the number of shares of common stock outstanding on December 31 of the prior year and (ii) an amount determined by the Board. On January 1, 2021, the Company increased the number of shares available for future grant under the 2018 Plan by 1,272,547 shares. At June 30, 2021, there were 1,047,947 shares available for future grant under the 2018 Plan.

The 2018 Plan is administered by the Compensation Committee of the Company's Board of Directors ("Board"), except with respect to such matters that are not delegated to the Compensation Committee by the Board (the "Administrator"). The exercise prices, vesting and certain other restrictions are determined at the discretion of the Administrator, except that the exercise price per share of stock options may not be less than 100% of the fair market value of the common stock on the date of grant. The term of stock options awarded under the 2018 Plan may not exceed 10 years from the grant date. Stock options, shares of restricted stock and restricted stock units ("RSU") granted to employees, officers, members of the Board, advisors, and consultants of the Company typically vest over one to four years.

Stock Options

During the six months ended June 30, 2021 and 2020, the Company granted options with time-based vesting to purchase 1,711,456 and 785,203 shares of common stock, respectively, with a weighted-average grant date fair value per share of $4.41 and $4.76, respectively. The Company recorded stock-based compensation expense for options granted of $1,771 and $1,382 during the six months ended June 30, 2021 and 2020, respectively. As of June 30, 2021, there were 4,284,593 outstanding options, of which 2,456,736 were unvested, and $10,272 of unrecognized stock-based compensation expense to be recognized over a weighted-average period of 3.1 years.

Restricted Common Stock

The Company has granted shares of restricted common stock with time-based and performance-based vesting conditions from time to time. The Company did not grant any restricted common stock during the six months ended June 30, 2021 or 2020. The Company recorded stock-based compensation expense for restricted common stock granted of $57 and $77 during the six months ended June 30, 2021 and 2020, respectively. As of June 30, 2021, there were 17,844 shares of unvested restricted common stock outstanding and $63 of unrecognized stock-based compensation expense related to unvested restricted common stock to be recognized over a weighted-average period of 0.6 years.

Restricted Stock Units

The Company has granted RSUs with time-based vesting conditions from time to time. Each RSU represents the right to receive one share of the Company's common stock upon vesting. The fair value is calculated based upon the Company's closing stock price on the date of grant, and the stock-based compensation expense is recognized over the vesting period. The Company granted 5,939 and 120,939 RSUs during the six months ended June 30, 2021 and 2020, respectively. The Company recorded stock-based compensation for RSUs granted of $158 and $115 during the six months ended June 30, 2021 and 2020, respectively. As of June 30, 2021, there were 10,737 unvested RSUs outstanding and $30 of unrecognized stock-based compensation expense related to unvested RSUs to be recognized over a weighted-average period of 0.5 years.

Stock-Based Compensation Expense

Total stock-based compensation expense recorded as research and development and general and administrative expenses, respectively, for employees, directors and non-employees for the six months ended June 30, 2021 and 2020 is as follows:

	Six Months Ended June 30,	
	2021	**2020**
Research and development	$ 662	$ 575
General and administrative	1,324	999
Total stock-based compensation expense	$ 1,986	$ 1,574

STOCKHOLDERS EQUITY	6 Months Ended Jun. 30, 2021
Stockholders Equity [Abstract]	
STOCKHOLDERS EQUITY	

8. STOCKHOLDERS' EQUITY

Open Market Sale Agreement

On November 15, 2019, the Company entered into an Open Market Sale Agreement (the "Open Market Sale Agreement") with Jefferies LLC, as agent ("Jefferies"), and filed a related prospectus supplement, pursuant to which the Company may issue and sell shares of its common stock at the then current market prices having an aggregate offering price of up to $50,000 (the "Open Market Shares") from time to time through Jefferies (the "Open Market Offering").

Under the Open Market Sale Agreement, Jefferies may sell the Open Market Shares by methods deemed to be an "at the market offering" as defined in Rule 415(a)(4) promulgated under the Securities Exchange Act of 1934, as amended. The Company may sell the Open Market Shares in amounts and at times to be determined by the Company from time to time subject to the terms and conditions of the Open Market Sale Agreement, but it has no obligation to sell any of the Open Market Shares in the Open Market Offering.

The Company or Jefferies may suspend or terminate the offering of Open Market Shares upon notice to the other party and subject to other conditions. The Company has agreed to pay Jefferies commissions for its services in acting as agent in the sale of the Open Market Shares in the amount of up to 3.0% of gross proceeds from the sale of the Open Market Shares pursuant to the Open Market Sale Agreement. The Company has also agreed to provide Jefferies with customary indemnification and contribution rights.

During the six months ended June 30, 2021, the Company issued 260,242 Open Market Shares at a weighted-average price of $8.46 per share, resulting in net proceeds to the Company of $2,136. During the six months ended June 30, 2020, the Company issued 269,540 shares of its common stock at a weighted-average price of $7.20 per share, resulting in net proceeds to the Company of $1,907. At June 30, 2021, the Company had $44,306 in aggregate gross offering amount available under the Open Market Sale Agreement.

REVENUE

6 Months Ended
Jun. 30, 2021

Revenue From Contract With Customer [Abstract]

REVENUE

9. REVENUE

Service Revenue

Takeda Agreement

In January 2020, the Company entered into a Research Collaboration and Option Agreement with Takeda ("Takeda Agreement"), which is accounted for within the scope of Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("ASC 606"). For further details on the terms and accounting treatment consideration for the Takeda Agreement, please refer to Note 10, *"Revenue,"* to the Company's consolidated financial statements contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2020.

During the three and six months ended June 30, 2021, the Company recognized $52 and $513, respectively, in service revenue under the Takeda Agreement. During the three and six months ended June 30, 2020, the Company recognized $965 and $1,986, respectively, in service revenue under the Takeda Agreement. As of June 30, 2021, there was $77 in accounts receivable on the consolidated balance sheet related to the Takeda Agreement.

Daiichi Sankyo Agreement

In April 2021, the Company entered into a Research Collaboration and Exclusive Option Agreement (the "Daiichi Agreement") with Daiichi for the development of gene therapy candidates for two indications based on the GeneRide platform (each, a "Daiichi Candidates"). Under the terms of the Daiichi Agreement, Daiichi will fund all research and development activities related to the development of the Daiichi Candidates under a mutually agreed research plan (the "Daiichi Research Plan"). The Daiichi Agreement also provides Daiichi with an exclusive, non-binding option for each Daiichi Candidate to negotiate in good faith for a certain period of time to enter into a license agreement with respect to each such Daiichi Candidate (the "Daiichi License Options").

The Company assessed the Daiichi Agreement in accordance with ASC 606 and concluded that it represents a contract with a customer and is within the scope of ASC 606. The Company concluded that its conduct of research services under the Daiichi Research Plan, which includes a research data package, participation in various joint oversight committees, a research license and a materials transfer, represents a single combined performance obligation. The Company determined the transaction price totaled $2,000, which included an upfront payment of $1,000 and an additional $1,000 prepayment of the first-year research and development fees. The entire transaction price will be allocated to the single combined performance obligation, which is transferred over the expected term of the conduct of the research services. Terms related to exclusive licenses negotiated after the exercise of the Daiichi License Options will be part of a separate contract and reflect applicable standalone selling prices. As such, the Company concluded the Daiichi License Options are not considered to be a material right.

The upfront payment of $2,000 was recorded as deferred revenue and is being recognized as revenue over time in conjunction with the Company's conduct of research services as the research services are the primary component of the combined performance obligation. Revenue associated with the upfront payment and ongoing research services will be recognized using an input-based measurement of actual costs incurred as a percentage of the estimated total costs expected to be incurred over the expected term of conduct of the research services. The Company believes this input-based method to recognize revenue best reflects the transfer of value to Daiichi. During the three months ended June 30, 2021, the Company recognized $180 as service revenue under the Daiichi Agreement. As of June 30, 2021, there was $1,820 in deferred revenue related to the Daiichi Agreement, of which $1,393 was classified as current deferred revenue.

Collaboration Revenue

CANbridge Agreement

In April 2021, the Company entered into an Exclusive Research Collaboration, License and Option Agreement (the "CANbridge Agreement") with CANbridge.

Under the terms of the CANbridge Agreement, the Company granted CANbridge (a) an exclusive worldwide license to certain of the Company's intellectual property rights, including those relating to sL65, the first capsid produced from the sAAVy platform, to develop, manufacture and commercialize gene therapy candidates for the treatment of Fabry and Pompe diseases (the "Fabry and Pompe License"), (b) an option to obtain an exclusive worldwide license to certain of the Company's intellectual property rights, including those relating to sL65, to develop and commercialize gene therapy candidates for the treatment of two additional indications (the "Candidate Option") and (c) an exclusive option to obtain an exclusive license to develop and commercialize LB-001 for the treatment of MMA (the "LB-001 Option") in China, Taiwan, Hong Kong and Macau ("Greater China"). Pursuant to the CANbridge Agreement, LogicBio and CANbridge will collaborate to develop the gene therapy candidates referenced in (a) above for the treatment of Fabry and Pompe diseases plus, upon CANbridge's exercise of the applicable option, two additional indications under a mutually agreed research plan. CANbridge agreed to provide funding for LogicBio's activities under the research plan in accordance with a mutually agreed research budget.

Under the CANbridge Agreement, the Company received an upfront, non-refundable and non-creditable payment of $10,000 from CANbridge. In addition, CANbridge is obligated to reimburse the Company for research and development costs incurred by the Company for activities related to the development of the gene therapy candidates for two indications, Pompe disease and Fabry disease, under a mutually agreed upon research plan (the "CANbridge Research Plan").

The Company is eligible to receive up to $542,000 in aggregate from CANbridge contingent on the achievement of specified clinical, regulatory and sales milestones relating to the named gene therapy candidates for Fabry disease and Pompe diseases, the additional indications for which CANbridge exercises the Candidate Option, and the payment of any option exercise fees. The Company is also eligible to receive up to $49,000 in aggregate clinical, regulatory and sales milestones for LB-001, subject to the exercise of the LB-001 Option, and the payment of the LB-001 Option fee. CANbridge is obligated to pay to the Company royalties based on an escalating tiered, mid- to high-single digit percentage of the annual worldwide net sales for each non-LB-001 indication pursued. In addition, CANbridge will pay to the Company royalties based on an escalating tiered, high-single digit to mid-double digit percentage of the annual Greater China net sales for LB-001 for the treatment of MMA, subject to the exercise of the LB-001 Option.

The Company applied ASC Topic 808, *Collaborative Arrangements* ("ASC 808") and determined that the CANbridge Agreement is within the scope of ASC 808. Furthermore, the Company determined that certain aspects of the CANbridge Agreement represented a vendor-customer relationship as CANbridge represents a customer for certain activities. As such, the Company applied the relevant guidance from ASC 606 to evaluate the appropriate accounting for the vendor-customer aspects of the CANbridge Agreement. In accordance with ASC 606, the Company identified its performance obligation as a grant of a license to CANbridge for certain of its intellectual property rights, including those relating to sL65, and its conduct of research services under the CANbridge Research Plan, which includes participation in various joint oversight committees and a technology transfer. The Company determined that its grant of a license to CANbridge to certain of its intellectual property subject to certain conditions was not distinct as it does not have stand-alone value to CANbridge apart from the services to be performed by the Company pursuant to the CANbridge Agreement. A third party would not be able to provide research and development services due to the specific nature of the intellectual

property and knowledge required to perform the services, and CANbridge could not benefit from the license without the corresponding services. The Company also concluded that the LB-001 Option and Candidate Options were not provided to CANbridge at a significant discount. The terms of the options, including the upfront exercise fee and applicable milestone payments, reflected applicable standalone selling prices at the time of the CANbridge Agreement. As such, the Company concluded that none of the options was considered to be material rights and, as such, were not performance obligations.

Accordingly, the Company determined that its grant of a license to CANbridge and its conduct of research and development services under the research plan should be accounted for as one combined performance obligation, and that the combined performance obligation is transferred over the expected term of the conduct of the research and development services.

In accordance with ASC 606, the Company determined that the initial transaction price under the CANbridge agreement was $10,878, consisting of the upfront, non-refundable and non-creditable payment of $10,000 and an upfront payment of estimated quarterly research costs $878. The upfront payment of $10,878 was initially recorded as deferred revenue and, along with payments related to the Company's conduct of research services under the research plan, will be recognized as revenue using an input-based measurement of actual costs incurred as a percentage of the estimated total costs expected to be incurred over the expected term of conduct of the research services. The Company believes this input-based method to recognize revenue best reflects the transfer of value to CANbridge. The Company recorded the initial $878 prepayment of the quarterly research and development fees as deferred revenue, and such fees will be recognized as revenue as the research services are delivered.

The Company also assessed the effects of variable elements including the likelihood of receiving (i) various clinical, regulatory and commercial milestone payments, and (ii) royalties on net sales of any product candidate. Based on its assessment, the Company concluded that, based on the likelihood of these uncertain events occurring, there was not a significant variable element included in the transaction price. Accordingly, the Company has not assigned a transaction price to these variable elements given the substantial uncertainty related to their achievement and has not assigned a transaction price to any CANbridge milestone or royalties.

The Company recognized revenue of $570 under the CANbridge Agreement for the quarter ended June 30, 2021. As of June 30, 2021, aggregate deferred revenue related to the CANbridge Agreement was $10,990 of which $3,450 was classified as current. Both the current and non-current deferred revenue amounts will be recognized during the expected term of the conduct of research and development services. As a direct result of the Company's entry into the CANbridge Agreement, the Company incurred $775 in sublicense fees to certain of its existing licensors which was expensed to research and development expense during the quarter ended June 30, 2021.

INCOME TAXES	6 Months Ended Jun. 30, 2021
Income Tax Disclosure [Abstract]	
INCOME TAXES	

10. INCOME TAXES

For the six months ended June 30, 2021 and the year ended December 31, 2020, the Company maintained a full valuation allowance on federal and state deferred tax assets since management does not forecast the Company to be in a taxable position in the near future.

LOSS PER SHARE

6 Months Ended
Jun. 30, 2021

Earnings Per Share [Abstract]
LOSS PER SHARE

11. LOSS PER SHARE

Basic loss per share is computed by dividing net loss by the weighted-average shares of common stock outstanding, without consideration to common stock equivalents:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Numerator:				
Net loss	$ (10,499)	$ (8,227)	$ (20,781)	$ (17,682)
Denominator:				
Weighted-average common stock outstanding	32,162,375	23,326,018	32,048,716	23,250,910
Net loss per share — basic and diluted	$ (0.33)	$ (0.35)	$ (0.65)	$ (0.76)

The Company's potentially dilutive shares, which include any outstanding stock options, warrants and unvested restricted stock (which includes unvested restricted stock units and unvested restricted common stock), are considered to be common stock equivalents and are only included in the calculation of diluted net loss when their effect is dilutive.

The Company excluded the following potential common stock equivalents from the computation of diluted net loss per share attributable to common stockholders because including them would have had an anti-dilutive effect for the three and six months ended June 30, 2021 and 2020.

	June 30, 2021	June 30, 2020
Unvested restricted common stock	17,844	64,681
Unvested restricted stock units	10,737	115,639
Options to purchase common stock	4,284,593	2,815,612
Term A Loan warrants	15,686	15,686

LEASES

Leases [Abstract]
LEASES

6 Months Ended
Jun. 30, 2021

12. LEASES

The Company has historically entered into lease arrangements for its facilities and certain equipment. As of June 30, 2021, the Company had one operating lease with required future minimum payments related to its headquarters in Lexington, MA.

In November 2019, the Company entered into a lease agreement for office, laboratory and vivarium space located at 65 Hayden Avenue, Lexington, Massachusetts ("65 Hayden Ave Lease") to replace the Company's prior headquarters in Cambridge, Massachusetts. Under the terms of the 65 Hayden Ave Lease, the Company leases approximately 23,901 square feet of space and is obligated to pay an initial annual base rent of approximately $1,494, which is subject to scheduled annual increases, plus certain operating expenses and taxes. The Company took possession of the space on April 1, 2020 ("Lease Commencement Date") and the lease will continue through July 1, 2025 ("Lease Termination Date"). The Company has an option to extend the lease for a single additional term of 5 years. Upon execution of the 65 Hayden Ave Lease, the Company executed a $622 cash-collateralized letter of credit. Lease payments are due in monthly installments through the Lease Termination Date.

At the Lease Commencement Date, the Company performed a lease assessment under the guidance prescribed in ASC Topic 842, *Leases* ("ASC 842"), and concluded that the 65 Hayden Ave Lease was an operating lease. As such, the Company recorded an operating lease right-of-use asset and corresponding operating lease liability on the consolidated balance sheets of $6,428 which reflected the net present value of future payments under the lease. The discount rate used to calculate the net present value of future payments was the Company's incremental borrowing rate at the Lease Commencement Date, which was 7.6%.

The following table contains a summary of the lease costs recognized under ASC 842 and other information pertaining to the Company's operating leases for the three and six months ended June 30, 2021 and 2020:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Operating leases				
Lease cost				
Operating lease cost	$ 378	$ 464	$ 756	$ 789
Variable lease cost	216	186	431	284
Total lease cost	$ 594	$ 650	$ 1,187	$ 1,073
Other year-to-date lease information				
Operating cash flows used for operating leases			$ 746	$ 496
Operating lease liabilities arising from obtaining right-of-use assets			$ —	$ 6,428

The following table contains a summary of the lease liabilities recognized on the Company's condensed consolidated balance sheets as of June 30, 2021 and December 31, 2020:

	As of June 30, 2021	As of December 31, 2020
Other operating lease information		
Operating lease liabilities — short-term	$ 1,159	$ 1,094
Operating lease liabilities — long-term	$ 4,361	$ 4,952
Weighted-average remaining lease term	4.0 years	4.5 years
Weighted-average discount rate	7.60%	7.60%

The variable lease costs for the three and six months ended June 30, 2021 and 2020 include common area maintenance and other operating charges. As the Company's leases do not provide an implicit interest rate, the Company utilized its incremental borrowing interest rate based on what it would normally pay to borrow on a collateralized basis over a similar term for an amount equal to the lease payments at the commencement date in determining the present value of lease payments.

Future minimum lease payments under the Company's operating lease as of June 30, 2021 and December 31, 2020, were as follows:

	As of June 30, 2021	As of December 31, 2020
Maturity of lease liabilities		
2021	$ 769	$ 1,516
2022	1,562	1,562
2023	1,609	1,609
2024	1,656	1,656
2025	841	841
Thereafter	—	—
Total lease payments	6,437	7,184
Less: imputed interest	(917)	(1,138)
Total operating lease liabilities	$ 5,520	$ 6,046

RELATED PARTIES

Related Party Transactions [Abstract]
RELATED PARTIES

6 Months Ended
Jun. 30, 2021

13. RELATED PARTIES

The Company is party to a consulting service agreement with Mark Kay, who is a co-founder and a member of the Board. Under the terms of this agreement, the Company has agreed to pay an annual fee of $68 for research and development consulting services. For each of the three and six-month periods ended June 30, 2021 and 2020, the Company recorded research and development expense of $17 and $34, respectively, related to consulting services received from Mark Kay. In addition, as a result of his participation on the Scientific Advisory Board in June 2021, Mark Kay earned $5 and received a non-qualified stock option to purchase 5,000 shares of

the Company's common stock with a fair value of $13, which will be expensed over a two-year vesting period. Expenses related to Mark Kay's participation on the Scientific Advisory Board are recorded in research and development expense.

COMMITMENTS AND CONTINGENCIES	6 Months Ended Jun. 30, 2021
Commitments And Contingencies Disclosure [Abstract]	
COMMITMENTS AND CONTINGENCIES	

14. COMMITMENTS AND CONTINGENCIES

Litigation and Related Matters

From time to time, the Company may become subject to legal proceedings and claims which arise in the ordinary course of its business. Consistent with ASC 450, *Contingencies*, the Company's policy is to record a liability if a loss in a significant legal dispute is considered probable and an amount can be reasonably estimated. The Company provides disclosure when a loss in excess of any reserve is reasonably possible, and if estimable, the Company discloses the potential loss or range of possible loss. Significant judgment is required to assess the likelihood of various potential outcomes and the quantification of loss in those scenarios. The Company's estimates change as litigation progresses and new information comes to light. Changes in Company estimates could have a material impact on the Company's results and financial position. As of June 30, 2021, the Company did not have any significant legal disputes that require a loss liability to be recorded. The Company continually monitors the need for a loss liability for litigation and related matters.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Policies)	6 Months Ended Jun. 30, 2021
Accounting Policies [Abstract]	
Significant Accounting Policies	***Significant Accounting Policies*** The Company's significant accounting policies are disclosed in the audited consolidated financial statements and the notes thereto, which are included in the Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on March 15, 2021. Since the date of those financial statements, there have been no material changes to its significant accounting policies.
Recently Issued Accounting Pronouncements	***Recently Issued Accounting Pronouncements*** From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board ("FASB") or other standard setting bodies that are adopted by the Company as of the specified effective date. The Company believes that the impact of recently issued standards that are not yet effective will not have a material impact on the Company's consolidated financial statements upon adoption. In March 2020, the FASB issued Accounting Standards Update ("ASU") 2020-04, *Facilitation of the Effects of Reference Rate Reform on Financial Reporting (Topic 848)*. This ASU provides optional expedients and exceptions for applying U.S. GAAP to transactions affected by reference rate (e.g., LIBOR) reform if certain criteria are met, for a limited period of time to ease the potential burden in accounting for (or recognizing the effects of) reference rate reform on financial reporting. The ASU is effective as of March 12, 2020 through December 31, 2022. The Company will evaluate transactions or contract modifications, including any related to its July 2019 loan and security agreement which uses LIBOR as a reference rate, occurring as a result of reference rate reform and determine whether to apply the optional guidance on an ongoing basis. The ASU is currently not expected to have a material impact on the Company's condensed consolidated financial statements and related disclosures.

FAIR VALUE MEASUREMENTS (Tables)	6 Months Ended Jun. 30, 2021
Fair Value Disclosures [Abstract]	
Financial Assets Measured at Fair Value on Recurring Basis	The following tables present information about the Company's financial assets measured at fair value on a recurring basis and indicate the level of the fair value hierarchy utilized to determine such fair values:

Description	June 30, 2021	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Observable Inputs (Level 3)
Assets				
Money market funds and other cash equivalents	$67,569	$ 67,569	$ —	$ —
Total financial assets	$67,569	$ 67,569	$ —	$ —

Description	December 31, 2020	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Observable Inputs (Level 3)
Assets				
Money market funds and other cash equivalents	$ 69,277	$ 69,277	$ —	$ —
Total financial assets	$ 69,277	$ 69,277	$ —	$ —

ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES (Tables)

6 Months Ended

Jun. 30, 2021

Payables And Accruals [Abstract]

Schedule of Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities at June 30, 2021 and December 31, 2020 consisted of the following:

	June 30, 2021	December 31, 2020
Accrued compensation and benefits	$ 1,208	$ 1,200
Accrued professional services	914	988
Accrued lab supplies	219	71
Accrued IP licensing fees	1,035	70
Other	237	372
Total accrued expenses and other current liabilities	$ 3,613	$ 2,701

DEBT (Tables)

6 Months Ended
Jun. 30, 2021

Debt Disclosure [Abstract]

Schedule of Long-term Debt

The components of the long-term debt balance are as follows:

	June 30, 2021	December 31, 2020
Notes payable, gross	$ 9,723	$ 10,000
Less: Unamortized debt discount and issuance costs	(133)	(175)
Accretion of final payment fee	266	194
Carrying value of notes payable	9,856	10,019
Less: Current portion of long-term debt	(3,288)	(1,910)
Long-term debt, net of issuance costs and discount	$ 6,568	$ 8,109

Schedule of Estimated Future Principal Payments

As of June 30, 2021, the estimated future principal payments due were as follows:

	As of June 30, 2021
2021	$ 1,668
2022	3,333
2023	3,333
2024	1,389
Thereafter	—
Total principal payments	$ 9,723

STOCK-BASED COMPENSATION (Tables)

6 Months Ended
Jun. 30, 2021

Disclosure Of Compensation Related Costs Sharebased Payments [Abstract]

Schedule of Stock-Based Compensation Expense

Total stock-based compensation expense recorded as research and development and general and administrative expenses, respectively, for employees, directors and non-employees for the six months ended June 30, 2021 and 2020 is as follows:

	Six Months Ended June 30,	
	2021	2020
Research and development	$ 662	$ 575
General and administrative	1,324	999
Total stock-based compensation expense	$ 1,986	$ 1,574

LOSS PER SHARE (Tables)

6 Months Ended
Jun. 30, 2021

Earnings Per Share [Abstract]

Computation of Basic and Diluted Net Loss Per Share

Basic loss per share is computed by dividing net loss by the weighted-average shares of common stock outstanding, without consideration to common stock equivalents:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Numerator:				
Net loss	$ (10,499)	$ (8,227)	$ (20,781)	$ (17,682)
Denominator:				
Weighted-average common stock outstanding	32,162,375	23,326,018	32,048,716	23,250,910
Net loss per share — basic and diluted	$ (0.33)	$ (0.35)	$ (0.65)	$ (0.76)

Computation of Potentially Anti-Dilutive Securities

The Company excluded the following potential common stock equivalents from the computation of diluted net loss per share attributable to common stockholders because including them would have had an anti-dilutive effect for the three and six months ended June 30, 2021 and 2020.

	June 30, 2021	June 30, 2020
Unvested restricted common stock	17,844	64,681
Unvested restricted stock units	10,737	115,639
Options to purchase common stock	4,284,593	2,815,612
Term A Loan warrants	15,686	15,686

LEASES (Tables)

Leases [Abstract]

Summary of Lease Costs

6 Months Ended
Jun. 30, 2021

The following table contains a summary of the lease costs recognized under ASC 842 and other information pertaining to the Company's operating leases for the three and six months ended June 30, 2021 and 2020:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Operating leases				
Lease cost				
Operating lease cost	$ 378	$ 464	$ 756	$ 789
Variable lease cost	216	186	431	284
Total lease cost	$ 594	$ 650	$ 1,187	$ 1,073
Other year-to-date lease information				
Operating cash flows used for operating leases			$ 746	$ 496
Operating lease liabilities arising from obtaining right-of-use assets			$ —	$ 6,428

The following table contains a summary of the lease liabilities recognized on the Company's condensed consolidated balance sheets as of June 30, 2021 and December 31, 2020:

	As of June 30, 2021	As of December 31, 2020
Other operating lease information		
Operating lease liabilities — short-term	$ 1,159	$ 1,094
Operating lease liabilities — long-term	$ 4,361	$ 4,952
Weighted-average remaining lease term	4.0 years	4.5 years
Weighted-average discount rate	7.60%	7.60%

Schedule of Future Minimum Rental Payments for Operating Leases

Future minimum lease payments under the Company's operating lease as of June 30, 2021 and December 31, 2020, were as follows:

	As of June 30, 2021	As of December 31, 2020
Maturity of lease liabilities		
2021	$ 769	$ 1,516

2022	1,562	1,562
2023	1,609	1,609
2024	1,656	1,656
2025	841	841
Thereafter	—	—
Total lease payments	6,437	7,184
Less: imputed interest	(917)	(1,138)
Total operating lease liabilities	$ 5,520	$ 6,046

Nature of Business and Basis of Presentation - Additional Information (Detail) - USD ($) $ in Thousands	3 Months Ended				6 Months Ended		
	Jun. 30, 2021	Mar. 31, 2021	Jun. 30, 2020	Mar. 31, 2020	Jun. 30, 2021	Jun. 30, 2020	Dec. 31, 2020
Organization And Nature Of Business Textual [Abstract]							
Net loss	$ 10,499	$ 10,282	$ 8,227	$ 9,455	$ 20,781	$ 17,682	
Net cash used in operating activities					3,526	15,845	
Cash and cash equivalents	$ 68,108		$ 36,697		$ 68,108	$ 36,697	$ 70,075

Fair Value Measurements - Financial Assets and Liabilities Measured at Fair Value on Recurring Basis (Detail) - Fair Value, Measurements, Recurring [Member] - USD ($) $ in Thousands	Jun. 30, 2021	Dec. 31, 2020
Fair Value Assets And Liabilities Measured On Recurring Basis [Line Items]		
Total financial assets	$ 67,569	$ 69,277
Fair Value, Inputs, Level 1 [Member]		
Fair Value Assets And Liabilities Measured On Recurring Basis [Line Items]		
Total financial assets	67,569	69,277
Money Market Funds And Other Cash Equivalents [Member]		
Fair Value Assets And Liabilities Measured On Recurring Basis [Line Items]		
Total financial assets	67,569	69,277
Money Market Funds And Other Cash Equivalents [Member] | Fair Value, Inputs, Level 1 [Member]		
Fair Value Assets And Liabilities Measured On Recurring Basis [Line Items]		
Total financial assets	$ 67,569	$ 69,277

Fair Value Measurements - Additional Information (Detail) $ in Thousands	6 Months Ended Jun. 30, 2021 USD ($)
Fair Value, Inputs, Level 1 [Member]	
Fair Value Assets And Liabilities Measured On Recurring Basis [Line Items]	
Transfers between fair value measure levels	$ 0
Fair Value, Inputs, Level 2 [Member]	
Fair Value Assets And Liabilities Measured On Recurring Basis [Line Items]	
Transfers between fair value measure levels	$ 0

Investments - Additional Information (Detail) - USD ($) $ in Thousands	Jun. 30, 2021	Dec. 31, 2020
Schedule Of Investments [Abstract]		
Short term Investments	$ 0	$ 0
Long term Investments	$ 0	$ 0

Accrued Expenses and Other Current Liabilities - Schedule of Accrued Expenses and Other Current Liabilities (Detail) - USD ($) $ in Thousands	Jun. 30, 2021	Dec. 31, 2020
Payables And Accruals [Abstract]		
Accrued compensation and benefits	$ 1,208	$ 1,200
Accrued professional services	914	988
Accrued lab supplies	219	71
Accrued IP licensing fees	1,035	70
Other	237	372
Total accrued expenses and other current liabilities	$ 3,613	$ 2,701

Debt - Additional Information (Detail)	Jul. 02, 2019 USD ($) $ / shares shares	3 Months Ended Jun. 30, 2021 USD ($)	3 Months Ended Jun. 30, 2020 USD ($)	6 Months Ended Jun. 30, 2021 USD ($) Payment	6 Months Ended Jun. 30, 2020 USD ($)	Mar. 31, 2021 USD ($)	Sep. 30, 2020 USD ($)
Debt Instrument [Line Items]							
Debt instrument, effective interest rate		11.34%		11.34%			
Interest expense		$ 283,000	$ 273,000	$ 554,000	$ 545,000		
Oxford Finance LLC And Technology Finance Corporation [Member] | Term Loan [Member]							
Debt Instrument [Line Items]							
Maximum borrowing capacity	$ 20,000,000						
Interest rate description				The outstanding balance of the Term Loans will accrue interest at the greater of (i) the rate of the one-month U.S. LIBOR rate plus 6.25% and (ii) 8.75%. The Loan Agreement provides for an interest only period until July 1, 2021, followed by thirty-six equal monthly payments of principal and interest continuing through June 1, 2024 (the "Maturity Date").			
Number of monthly payments | Payment				36			
Debt instruments maturity date				Jun. 01, 2024			
Debt instrument, effective interest rate	4.50%						

Debt instrument, interest rate, stated percentage	8.75%	
Term loan event of default description		Events of default include, among other things, the Company's failure to pay amounts due, a breach of certain covenants, a material adverse change event, misrepresentations and judgments.
Term loan default interest rate	5.00%	
Oxford Finance LLC And Technology Finance Corporation [Member] | Term Loan [Member] | Minimum [Member]		
Debt Instrument [Line Items]		
Debt instrument, percentage of pre payment fees	1.00%	
Oxford Finance LLC And Technology Finance Corporation [Member] | Term Loan [Member] | Maximum [Member]		
Debt Instrument [Line Items]		
Debt instrument, percentage of pre payment fees	3.00%	
Oxford Finance LLC And Technology Finance Corporation [Member] | Term Loan [Member] | LIBOR [Member]		
Debt Instrument [Line Items]		
Debt instrument, basis spread on variable rate	6.25%	
Oxford Finance LLC And Technology Finance Corporation [Member] | Term A Loan [Member]		
Debt Instrument [Line Items]		

Proceeds from term loan	$ 10,000,000		
Extended borrowing capacity		$ 10,000,000	$ 10,000,000
Debt Issuance Costs	$ 150,000		
Number of securities called by warrants | shares	15,686		
Exercise price of warrants | $ / shares	$ 12.75		
Warrants maximum contractual term	10 years		
Warrant, fair value	$ 136,000		

Debt - Schedule of Long-term Debt (Detail) - USD ($) $ in Thousands	Jun. 30, 2021	Dec. 31, 2020
Debt Disclosure [Abstract]		
Notes payable, gross	$ 9,723	$ 10,000
Less: Unamortized debt discount and issuance costs	(133)	(175)
Accretion of final payment fee	266	194
Carrying value of notes payable	9,856	10,019
Less: Current portion of long-term debt	(3,288)	(1,910)
Long-term debt, net of issuance costs and discount	6,568	8,109
Carrying value of notes payable	$ 9,856	$ 10,019

Debt - Schedule of Estimated Future Principal Payments (Detail) $ in Thousands	Jun. 30, 2021 USD ($)
Debt Disclosure [Abstract]	
2021	$ 1,668
2022	3,333
2023	3,333
2024	1,389
Total principal payments	$ 9,723

Stock-Based Compensation - Compensation Related Costs Share based Payments - Additional Information (Detail) - USD ($) $ / shares in Units, $ in Thousands	6 Months Ended		12 Months Ended		
	Jun. 30, 2021	Jun. 30, 2020	Dec. 31, 2020	Mar. 31, 2021	Jan. 01, 2021
Options to Purchase Common Stock [Member]					
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]					
Option outstanding				4,284,593	
Shares, Granted	1,711,456	785,203			
Stock- based compensation expense	$ 1,771	$ 1,382			
Weighted-average grant-date fair values of options granted	$ 4.41	$ 4.76			
Unrecognized compensation cost, recognized cost	3 years 1 month 6 days				
Unrecognized compensation cost	$ 10,272				
Unvested Stock Options [Member]					
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]					
Option outstanding	2,456,736				
2018 Plan					
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]					
Percentage of shares issued on common stock outstanding			4.00%		
Number of shares available for future grant	1,047,947				1,272,547
Stock option expiration period	10 years				
2018 Plan | Maximum [Member]					
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]					
Exercise price per share of stock options as percentage of fair market value of common stock	100.00%				
Plans					
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]					
Stock- based compensation expense	$ 1,986	$ 1,574			
Plans | Non Statutory Stock Option [Member]					
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]					
Stock option vesting period	1 year				
Plans | Restricted Stock					
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]					
Stock- based compensation expense	$ 57	$ 77			

Unrecognized compensation cost, recognized cost	7 months 6 days	
Stock options outstanding, unvested	17,844	
Unrecognized compensation cost	$ 63	
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Grants in Period	0	0
Plans | Restricted Stock Unit [Member]		
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]		
Stock- based compensation expense	$ 158	$ 115
Unrecognized compensation cost, recognized cost	6 months	
Stock options outstanding, unvested	10,737	
Unrecognized compensation cost	$ 30	
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Grants in Period	5,939	120,939
Plans | Maximum [Member] | Non Statutory Stock Option [Member]		
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]		
Stock option vesting period	4 years	

Stock-Based Compensation - Schedule of Stock-Based Compensation Expense (Detail) - Plans - USD ($) $ in Thousands	6 Months Ended	
	Jun. 30, 2021	Jun. 30, 2020
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]		
Total stock-based compensation expense	$ 1,986	$ 1,574
Research and Development Expense [Member]		
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]		
Total stock-based compensation expense	662	575
General and Administrative Expense [Member]		
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]		
Total stock-based compensation expense	$ 1,324	$ 999

Stockholders' Equity - Additional Information (Detail) - Jefferies LLC [Member] - Open Market Sale Agreement [Member] - USD ($) $ / shares in Units, $ in Thousands	6 Months Ended		
	Nov. 15, 2019	Jun. 30, 2021	Jun. 30, 2020
Stockholders' Equity			
Common stock, aggregate offering price	$ 50,000		
Issuance of common stock, Shares		260,242	269,540
Weighted average price per share of stock issued		$ 8.46	$ 7.20
Proceeds from issuance of common stock		$ 2,136	$ 1,907
Common stock, aggregate offering price		$ 44,306	
Maximum [Member]			
Stockholders' Equity			
Percentage of commissions and fees on selling shares	3.00%		

Revenue - Additional Information (Detail) - USD ($) $ in Thousands	1 Months Ended	3 Months Ended		6 Months Ended		
	Apr. 30, 2021	Jun. 30, 2021	Jun. 30, 2020	Jun. 30, 2021	Jun. 30, 2020	Mar. 31, 2021
Deferred Revenue Arrangement [Line Items]						
Revenue		$ 802	$ 965	$ 1,263	$ 1,986	
Accounts Receivable						$ 77
Current portion of deferred revenue		4,843		4,843		
Research and development fees		7,257	5,895	13,676	13,068	
Research and development		7,257	5,895	13,676	13,068	
Collaborative Arrangement [Member] | CANbridge [Member]						
Deferred Revenue Arrangement [Line Items]						
Revenue	$ 10,878	10,990		10,990		
Upfront Payment	10,000					
Current portion of deferred revenue		3,450		3,450		
Research and development expense	878					
Research and development fees		775		878		
Deferred revenue recognized		570				
Research and development		775		878		
Daiichi [Member]						
Deferred Revenue Arrangement [Line Items]						
Revenue	2,000	1,820		1,820		
Current portion of deferred revenue		1,393		1,393		
Service [Member] | Takeda [Member]						
Deferred Revenue Arrangement [Line Items]						
Revenue		52	$ 965	513	$ 1,986	
Service [Member] | Daiichi [Member]						
Deferred Revenue Arrangement [Line Items]						
Revenue		$ 180				
Upfront Payment				1,000		
Research And Development Expense				$ 1,000		
Clinical Regulatory And Sales Relating To Gene Therapy Candidates For Fabry Disease And Pompe Diseases [Member] | Collaborative Arrangement [Member] | CANbridge [Member]						
Deferred Revenue Arrangement [Line Items]						
Milestone payment	542,000					
Clinical, Regulatory and Sales For LB-001 [Member] | Collaborative Arrangement [Member] | CANbridge [Member]						

Deferred Revenue Arrangement [Line Items]	
Milestone payment	$ 49,000

Loss Per Share - Computation of Basic and Diluted Net Loss Per Share (Detail) - USD ($) $ / shares in Units, $ in Thousands	3 Months Ended				6 Months Ended	
	Jun. 30, 2021	Mar. 31, 2021	Jun. 30, 2020	Mar. 31, 2020	Jun. 30, 2021	Jun. 30, 2020
Numerator:						
Net loss	$ (10,499)	$ (10,282)	$ (8,227)	$ (9,455)	$ (20,781)	$ (17,682)
Denominator:						
Weighted-average common stock outstanding	32,162,375		23,326,018		32,048,716	23,250,910
Net loss per share—basic and diluted	$ (0.33)		$ (0.35)		$ (0.65)	$ (0.76)

Loss Per Share - Computation of Potentially Anti-Dilutive Securities (Detail) - shares	3 Months Ended	
	Jun. 30, 2021	Jun. 30, 2020
Restricted Stock		
Antidilutive Securities Excluded From Computation Of Earnings Per Share [Line Items]		
Potential dilutive securities excluded from computation of diluted net loss per common share	17,844	64,681
Restricted Stock Unit [Member]		
Antidilutive Securities Excluded From Computation Of Earnings Per Share [Line Items]		
Potential dilutive securities excluded from computation of diluted net loss per common share	10,737	115,639
Options to Purchase Common Stock [Member]		
Antidilutive Securities Excluded From Computation Of Earnings Per Share [Line Items]		
Potential dilutive securities excluded from computation of diluted net loss per common share	4,284,593	2,815,612
Term A Loan Warrants [Member]		
Antidilutive Securities Excluded From Computation Of Earnings Per Share [Line Items]		
Potential dilutive securities excluded from computation of diluted net loss per common share	15,686	15,686

Leases - Additional Information (Detail) $ in Thousands	6 Months Ended	
	Jun. 30, 2021 USD ($) ft²	Jun. 30, 2020 USD ($)
Number of operating leases	1	
Right-of-use assets obtained in exchange for operating lease obligation		$ 6,428
Massachusetts		
Operating lease expiration date	Jul. 01, 2025	
Operating lease commencement date	Apr. 01, 2020	
Leased square feet | ft²	23,901	
Payments for base rent	$ 1,494	
Lease extend term	5 years	
Letters of credit outstanding, amount	$ 622	
Right-of-use assets obtained in exchange for operating lease obligation	$ 6,428	
Discount rate	7.60%	

Leases - Summary of Lease Costs (Detail) - USD ($) $ in Thousands	3 Months Ended		6 Months Ended		
	Jun. 30, 2021	Jun. 30, 2020	Jun. 30, 2021	Jun. 30, 2020	Dec. 31, 2020
Leases [Abstract]					
Operating lease cost	$ 378	$ 464	$ 756	$ 789	
Variable lease cost	216	186	431	284	
Total lease cost	594	$ 650	1,187	1,073	
Operating cash flows used for operating leases			746	496	
Operating lease liabilities arising from obtaining right-of-use assets				$ 6,428	
Operating lease liabilities — short-term	1,159		1,159		$ 1,094
Operating lease liabilities, net of current portion	$ 4,361		$ 4,361		$ 4,952
Weighted-average remaining lease term	4 years		4 years		4 years 6 months
Weighted-average discount rate	7.60%		7.60%		7.60%

Leases - Summary of Future Minimum Lease Payments (Detail) - USD ($) $ in Thousands	Jun. 30, 2021	Dec. 31, 2020
Leases [Abstract]		
2021	$ 769	$ 1,516
2022	1,562	1,562
2023	1,609	1,609
2024	1,656	1,656
2025	841	841
Thereafter	0	0
Total lease payments	6,437	7,184
Less: imputed interest	(917)	(1,138)
Total operating lease liabilities	$ 5,520	$ 6,046

Related Parties - Additional Information (Detail) - Consulting Agreements [Member] - USD ($) $ in Thousands	3 Months Ended		6 Months Ended	
	Jun. 30, 2021	Jun. 30, 2020	Jun. 30, 2021	Jun. 30, 2020
Related Party Transaction [Line Items]				
Consulting agreement annual fee			$ 68	
Consulting fee	$ 17	$ 17	34	$ 34
Scientific Advisory Board [Member]				
Related Party Transaction [Line Items]				
Consulting fee			$ 5	
Scientific Advisory Board [Member] | Common Stock [Member]				
Related Party Transaction [Line Items]				
Shares, Granted			5,000	
Fair value			$ 13	
Vesting period			2 years	