

Summary of the Template Research Agreement

***** This text box provides some informal comments on the research agreement. It should be removed before the agreement is signed.*****

We created this agreement to facilitate quick and easy approval for most universities and investigators. We recognize that some universities or investigators seek unrestricted publication, sharing and use of data, while others require restrictions in relation to patenting and maintaining a competitive advantage.

Key points:

- universities and investigators retain ownership of IP they create;
- universities and investigators can publish data without review by Atomwise;
- Atomwise will not share data with third parties;
- Atomwise requests a nonexclusive license to use data to evaluate and improve its computational platform;
- there are no restrictions on research with other investigators or companies;
- there are no exclusive rights to research on a protein or chemical compound; and
- there are no reach-through rights to novel compositions of matter that are derived from or based upon the compounds that Atomwise predicts.

AIMS™ AWARDS

Research Agreement

This agreement ("Agreement") is made effective on [date] ("Effective Date") by and between Atomwise Inc. ("Atomwise"), with offices at 221 Main Street, Suite 1350, San Francisco, CA 94105, and [name of university or research institute] ("University"), with offices at [address]. Atomwise and University are hereinafter referred to individually as a "Party" and collectively as "Parties".

The Parties agree as follows:

1. RESEARCH

Atomwise and University agree to participate on the research project set forth in Exhibits A, B, and C (collectively "Project").

1.1 Human Subjects

Notwithstanding any statements to the contrary in this Agreement, including Exhibits A, B, and C, the Project shall not be performed on human subjects, in clinical trials, or for diagnostic purposes involving human subjects.

1.2 Funding

Each Party will fund its own participation in the Project, and there will be no exchange of funds unless agreed in writing by both Parties. Neither Party will be responsible for any fees, taxes, or costs incurred by the other Party.

1.3 Compliance

Each Party will conduct all activities in connection with this Agreement in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws, rules, and regulations.

2. INVESTIGATORS

The investigator for University will be [name] ("University Investigator"). The Project is to be conducted under the direction of the University Investigator and Atomwise.

3. CONFIDENTIALITY

"Confidential Information" means information communicated by one Party ("Disclosing Party") to the other Party ("Receiving Party") in writing and marked as "Confidential" or, in the case of oral disclosure, identified at the time as confidential and then reduced to writing and marked as "Confidential" within thirty (30) days of the disclosure. The Receiving Party will use the Confidential Information only for the performance of the Project under this Agreement and will make reasonable efforts that shall not be less stringent than the Receiving Party uses with its own Confidential Information to not disclose the Disclosing Party's Confidential Information to any entities or any persons except those required to know such information to perform the Project. The obligations of confidentiality herein shall remain in effect for five (5) years from the Effective Date. The Receiving Party shall have no obligations under this paragraph with respect to Confidential Information which:

- (i) was already known to the Receiving Party at the time of disclosure, as demonstrated by written records;
- (ii) at the time of the disclosure was publicly known or generally available to the public, or which after the disclosure becomes generally available to the public through no fault of the Receiving Party;
- (iii) is hereafter made available to the Receiving Party for use or disclosure from a third party having a right to do so;
- (iv) is independently developed by the Receiving Party without the use of or reference to the Disclosing Party's Confidential Information; or
- (v) is later designated by the Disclosing Party as not Confidential Information, and provided to the Receiving Party in writing without being marked "Confidential".
- (vi) is required to be disclosed by law, governmental rule or regulation or order of a court with competent jurisdiction; provided, that, in such instances, the Receiving Party will take reasonable steps to provide the Disclosing Party sufficient prior written notice for the Disclosing Party to contest such request, requirement or order.

Notwithstanding the forgoing or anything to the contrary herein, Data (as defined below) created by either Party in the performance of the Project shall not be Confidential Information, and may be shared or used in accordance with Section 5.3. For clarity, responses and submission materials (collectively, "Submission Materials") provided by University Investigator to Atomwise prior to the Effective Date in connection with the application in the Request for Proposals (RFP) shall not be Confidential Information hereunder and will be used solely according to the rights and obligations for Submission Materials in the Term and Conditions of the RFP.

4. MATERIALS

"Materials" means chemical compounds provided under this Agreement by one Party ("Provider") to the other Party ("Recipient").

4.1 Ownership of Materials

Provider retains, as between the Parties, ownership of the Materials.

4.2 Use of Materials

Recipient will use Materials solely for the Project and may not modify any such received Materials except as expressly permitted in the research plan (Exhibit A). Materials are experimental in nature and may have hazardous properties. Recipient agrees to store, use, transport, and dispose of Materials in compliance with all applicable laws, regulations, rules, and recommended safety procedures. Provider reserves the right to distribute Materials to others and to use Materials for its own purposes. Upon termination of this Agreement, Recipient is solely responsible for the disposal of all remaining Materials.

5. INTELLECTUAL PROPERTY

"Intellectual Property" means any invention (whether patentable or not), discovery, creative works (whether copyrighted or not), know-how, data, and any other intellectual property right.

5.1 Background Intellectual Property

"Background Intellectual Property" means all Intellectual Property controlled by a Party outside of this Agreement. Background Intellectual Property is the property of the said Party.

5.2 Results

"Results" means all Intellectual Property created by the Project. Subject to any applicable restrictions in Section 5.4, Results shall be owned by the Party or Parties that created the Results.

5.3 Data

"Data" means all Results that are: (i) created by the University Investigator regarding the binding affinity, chemical properties and activity of the Materials provided by Atomwise, including all findings from the assays and experiments described in Step 4 of the Project ("University Investigator Data"); and (ii) the names and structures of the compounds that are sent to the University Investigator by Atomwise as described in Step 3 of the Project ("Atomwise Data"). University Investigator shall disclose to Atomwise all University Investigator Data within sixty (60) days of being created, and within seven (7) days of said disclosure, Atomwise shall disclose to University Investigator all Atomwise Data. Each Party shall have a nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to use the other Party's Data for Internal Research Purposes. "Internal Research Purposes" shall mean any research and development by employees, students or volunteers of either Party. Neither Party shall sell, lease, or license the other Party's Data. Neither Party shall share the other Party's Data with any third party, except: (a) as permitted in Sections 5.4 and 6, (b) as required for the performance of the Project, or (c) with written permission of the other Party.

5.4 Inventions

All rights to patentable inventions that are conceived and reduced to practice in the performance of the Project ("Inventions") will be disposed of as follows, and inventorship shall be determined according to U.S. patent law, and ownership shall follow inventorship. Ownership of Invention shall: (a) solely reside with University if University representatives are the sole inventors ("University Invention"), (b) solely reside with Atomwise if Atomwise representatives are the sole inventors ("Atomwise Invention"), and jointly reside with University and Atomwise if University and Atomwise representatives are joint inventors

("Joint Invention"). Joint Inventions are the property of both Parties, and both Parties shall, to the extent permitted by law, jointly hold all rights, title, and interest in such inventions. The Parties agree, to the extent they are legally able to do so, to negotiate in good faith a patent filing strategy and the disposition of Joint Inventions. Notwithstanding anything to the contrary herein, neither Party shall file any patents covering or claiming, or license or divest, any Joint Invention unless both Parties have executed an agreement on a patent filing strategy, and the disposition of Joint Inventions.

6. PUBLICATION

University Investigator may publish or present Results from the Project without requiring approval by Atomwise, provided a copy of the proposed manuscript or presentation is sent to Atomwise before submission of the publication or presentation. The Parties agree that any publication or presentation of Results shall appropriately cite the contributions of both Parties, using customary standards of scientific attribution.

Neither Party will use the name of the other Party or its employees in any advertisement, press release, or other publicity without prior written approval of the other Party. Notwithstanding the foregoing, the Parties shall have the right to disclose the existence and terms of this Agreement (a) in any prospectus, offering memorandum, or other document required by law or securities regulations, and (b) to any current or prospective investors, acquirers or collaborators (provided, that, any recipient of a disclosure under this subclause (b) shall be subject to appropriate obligations of confidentiality and non-use).

7. NO WARRANTIES AND NO LIABILITY

Each Party acknowledges and agrees the Project and Materials are of an experimental nature. Therefore, any Results and any Materials are provided as is and with all faults. No representation is made that Results and use of the Materials will not infringe any patent or other proprietary rights of third parties. Neither Party makes any warranties, express or implied, as to any matter related to this Agreement, including, without limitation, the Results or that any particular outcome will be achieved. Furthermore, neither Party shall be liable for any indirect, consequential, or other special damages suffered by the other Party, including, without limitation, damages arising from: loss of Results, delay or termination of the Project, and use of Results, Confidential Information or Materials.

8. NO IMPLIED LICENSES

Nothing in this Agreement grants or implies a license to any patents, patent applications, trade secrets, know-how, Background Intellectual Property, Sole Inventions, or personal property of the other Party.

9. ASSIGNMENT

Neither this Agreement nor any rights or obligations of any Party may be assigned or transferred by a Party without prior written consent of the other Party; provided, that such prior written consent shall not be required in connection with Atomwise's assignment of this Agreement in connection with the transfer or sale to a third party of all or substantially all of Atomwise's business that relates to this Agreement. For clarity, any acquirer shall have the same rights as Atomwise under this Agreement, including with respect to the use of Data. This Agreement will be binding upon the Parties and their respective successors and permitted assigns.

10. NOTICE

All notices pertaining to or required by this Agreement shall be in writing, signed by an authorized representative, and delivered to the addresses below for each Party.

Atomwise: Atomwise Inc., 221 Main Street, Suite 1350, San Francisco, CA 94105

University: _____

11. TERMINATION

This Agreement will be effective on the Effective Date and expire two (2) years from the Effective Date. This Agreement may be terminated by either Party at any time upon thirty (30) days prior written notice to the other

Party. Sections 3-16 shall survive any expiration or termination of this Agreement.

12. INDEPENDENT CONTRACTORS

The Parties shall perform their obligations under this Agreement as independent contractors and nothing in this Agreement shall be construed to be inconsistent with such relationship or status.

13. NO INDUCEMENTS OR INFLUENCE

The Parties acknowledge and agree that this Agreement shall not in any way constitute an inducement or influence on business transactions or decisions in relation to the promotion, supply or purchase of goods or services from Atomwise.

14. ENTIRE AGREEMENT

This Agreement, together with Exhibits A, B and C, represents the entire understanding of the Parties and supersedes any prior or contemporaneous agreements or understandings between University Investigator or University with Atomwise with respect to the Project. Further, no modification, supplement, or new agreement may be executed, prior to the expiration of this Agreement, between University Investigator or University with Atomwise with respect to the Project, without formal written amendment to this Agreement, signed by both Parties.

15. SEVERABILITY

If any one or more of the provisions in this Agreement shall be held invalid, illegal, or unenforceable for any reason or in any respect, this shall not affect any other provisions hereof, and this Agreement shall be construed as if such provision had never been contained herein.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts. Delivery of an executed counterpart of this Agreement by facsimile or a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each Party who has executed it. The Parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ATOMWISE

UNIVERSITY

By: _____

By: _____

Name: Han Lim

Name: _____

Title: Vice President

Title: _____

Date: _____

Date: _____

Read and Acknowledged:

UNIVERSITY INVESTIGATOR

By: _____

Name: _____

Date: _____

Exhibit A

Research Project

Step 1. Atomwise will review the Submission Materials (Exhibit B) and other relevant information to design a virtual screen (Exhibit C). The design of the virtual screen will consider: the proposed site for chemical compounds to bind the target protein ("Target Site"), the purpose of the chemical compound, and/or the desired features of the chemical compound.

Step 2. Atomwise will initiate a virtual screen of millions of commercially available chemical compounds using its deep learning-based computational drug discovery platform (AtomNet™). This virtual screen will predict chemical compounds that are most likely to bind at the Target Site and have the desired features. The predicted compounds will be reviewed by Atomwise's chemists, software engineers, and/or structural biologists to select 72 compounds for physical screening ("Select Compounds"). In addition, Atomwise will select, if available, chemical compounds that can serve as positive and negative controls respectively ("Control Compounds").

Step 3. Atomwise will use commercially reasonable efforts to place an order with a vendor that will contact suppliers for the Select Compounds and Control Compounds. The vendor will receive the Select Compounds and Control Compounds, confirm their identity, dilute these molecules to a stock concentration, place the compounds in randomized positions in a 96 well microtiter plate, and deliver the plate to the University Investigator's laboratory. Atomwise will pay the vendor for all these services.

Step 4. University Investigator will perform the assays specified in their Submission Materials, and any other assays University Investigator and Atomwise have agreed are appropriate. The assays will physically measure the activity and/or binding of the Select Compounds and Control Compounds. Measurements from these assays will include the inhibitory concentration (IC_{50}), effective concentration (EC_{50}), inhibitor constant (K_i), dissociation constant (K_d) or other equivalent metrics. University Investigator will share all information from the measurements in Step 4 with Atomwise.

Step 5. University Investigator and Atomwise will interpret the Data, and plan any additional analyses and experiments to be performed. The performance of any additional experiments will be pursuant to a mutually agreed amendment to this Agreement (adding additional steps as appropriate).

Exhibit B

AIMS Award Application

Atomwise will insert researcher's online application here.

[Atomwise will insert research plan here.]

Exhibit C

Design of Virtual Screen

Title

**Evaluation performed by:
Report prepared by:
Researcher (Principle Investigator):**

Background

Virtual Screen Research Plan