

ARTIFICIAL INTELLIGENCE MOLECULAR SCREEN (AIMS™) AWARDS

Request for Proposals

Terms and Conditions

1. Disclaimer

This request for proposals (RFP) is not an offer to contract or award grant funds. Atomwise assumes no responsibility for any costs or time to respond to this RFP.

2. Eligibility and Selection of Applications

The named applicant in the RFP (“Applicant”) must be a principal investigator. A research scientist, graduate student, or postdoctoral researcher may apply for the AIMS™ Awards on behalf of or with the approval and support of a principal investigator; in these cases, the Applicant with responsibility for the performance of the research must still be the principal investigator. The research must be performed at a non-profit university or research institute. Applicant acknowledges that Atomwise Inc. (“Atomwise”) reserves the right to select recipients of the AIMS™ Awards (“Awardee”) by any criteria necessary to evaluate the suitability and likely success of the proposed research.

3. AIMS Award Research Agreement

The applicant acknowledges that final approval for and receipt of an AIMS™ Award is contingent on the completion and execution of the *AIMS™ Awards Research Agreement*. No legal relationship or obligations regarding the performance of the AIMS™ Awards shall be created by the RFP process.

4. Release

In exchange for the opportunity to be awarded one or more of the AIMS™ Awards, Applicant agrees that Atomwise may, in its sole discretion: (1) amend or cancel the RFP, in whole or in part, at any time; (2) extend the deadline for submitting responses; (3) determine whether a response does or does not substantially comply with the requirements of the RFP; (4) waive any minor irregularity, informality or nonconformance with the provisions or procedures of the RFP; (5) issue multiple or no awards; (6) share Submission Materials (as defined below) with its employees, representatives and advisors; and (7) copy the Submission Materials. Applicant agrees not to bring a legal challenge of any kind against, or otherwise seek any damages from, Atomwise relating to the selection and award of the AIMS™ Awards or lack thereof.

5. Disclosure Notice

All responses provided by the Applicant in connection with the RFP (collectively, “Submission Materials”) shall become the property of Atomwise. Atomwise may share Applicant’s Submission Materials with its designee(s). For clarity, Submission Materials shall not be Applicant’s “Confidential Information” as defined in the *AIMS™ Awards Research Agreement*. Any “Confidential Information” will only be accepted by Atomwise, if Atomwise has agreed to do so in writing, after an *AIMS™ Awards Research Agreement* has been executed.

6. Contact

Atomwise may contact Applicant at any time to obtain additional information regarding the RFP, Submission Materials, and AIMS™ Awards. Any such additional information shall be deemed to be part of the Submission Materials. In addition, Atomwise may provide Applicant with notifications about the AIMS™ Awards as well as future funding and collaborative opportunities.

7. Questions

Please contact academics@atomwise.com for any questions about the RFP and AIMS™ Awards.

8. Agreeing to the Terms and Conditions

By responding to the RFP, you are representing: (i) that you are the Applicant or have authority to bind the named Applicant to the terms and conditions set forth above, without amendment; and (ii) that you agree to be bound by them.