

AIMS™ AWARDS

Research Agreement

This research agreement ("Agreement") is made effective on the last date of signature ("Effective Date") by and between Atomwise Inc. ("Atomwise"), with offices at 717 Market Street, Suite 800, San Francisco, CA 94103, and [name of institution] ("Institution"), on behalf of Dr. [name of Institution investigator] ("Institution Investigator"), with offices at [address]. Atomwise and Institution are hereinafter referred to individually as a "Party" and collectively as "Parties."

The Parties agree as follows:

1. RESEARCH

Atomwise and Institution agree to participate in the research project set forth in Exhibits A and B (collectively "Project"). The Project is to be conducted under the direction of the Institution Investigator and Atomwise. The Project shall not be performed on human subjects, in clinical trials, or for diagnostic purposes involving human subjects. Each Party will fund its own participation in the Project, and there will be no exchange of funds. Neither Party will be responsible for any fees, taxes, or costs incurred by the other Party. Each Party will conduct all activities in connection with this Agreement in accordance with the terms of this Agreement and in compliance with all applicable laws and regulations.

Each Party may subcontract to affiliates or third parties the performance of its tasks and obligations under this Agreement. Each Party shall remain responsible for its obligations under this Agreement that have been delegated or subcontracted to its subcontractors. Each Party shall cause any subcontractor(s) to be bound by written obligations of confidentiality and invention assignment consistent with those contained herein.

2. 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 of disclosure as confidential, then reduced to writing and marked as "Confidential," and delivered to Receiving Party within thirty (30) days of the disclosure. The Receiving Party will use the Confidential Information only for the performance of the Project, or as allowed in 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 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 Article 2 with respect to 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) has been received from a third party without restriction on its disclosure and without, to the knowledge of the Receiving Party, a breach by such third party of an obligation of confidentiality to the Disclosing Party; or
- (iv) is independently developed by the Receiving Party without the use of or reference to the Disclosing Party's Confidential Information.

A Receiving Party may disclose Confidential Information as required 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, if legally permitted, to provide the Disclosing Party reasonable prior written notice for the Disclosing Party to contest such request, requirement or order. Such disclosure will not be considered a breach of this Agreement.

Responses and submission materials (collectively, "Submission Materials") provided by Institution or Institution Investigator to Atomwise 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.

3. MATERIALS

“Materials” means commercially available chemical compounds provided under this Agreement by Atomwise to Institution Investigator. Atomwise retains, as between the Parties, ownership of the Materials. Atomwise reserves the right to distribute Materials to others and to use Materials for its own purposes. Institution will use Materials solely for the Project and may not modify any such received Materials. Materials are experimental in nature and may have hazardous properties. Institution agrees to store, use, transport, and dispose of Materials in compliance with all applicable laws, regulations, rules, and recommended safety procedures. Institution is solely responsible for the disposal of Materials. This Article 3 is not intended to limit Institution’s use of the same chemical compounds not obtained from Atomwise.

Subject to compliance with applicable export control laws, Institution may provide Materials to a third party collaborator (“Collaborator”) to perform activities for the Project if Institution warrants to Atomwise that it has entered into an agreement with the Collaborator wherein: a) Collaborator grants Atomwise a nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to use Collaborator data resulting from the Project for Internal Research Purposes (defined below) and b) Atomwise is a third party beneficiary to such agreement.

4. INTELLECTUAL PROPERTY

“Intellectual Property” or “IP” means any invention (whether patentable or not), discovery, creative works (whether copyrighted or not), trade secrets, know-how, data, and any other intellectual property.

4.1 Background IP

“Background IP” means all IP controlled by a Party outside of this Agreement. Nothing in this Agreement grants or implies a license to any Background IP of the other Party. Notwithstanding anything to the contrary in this Agreement, Institution agrees that Atomwise: (a) may use Institution’s target structure shared with Atomwise for use in Atomwise’s platform technology and algorithms, (b) will own all improvements, derivations, or modifications made to Atomwise’s platform technology and algorithms (“Atomwise Improvements”) and (c) will own suggestions, ideas, enhancement requests, feedback, or recommendations provided regarding Atomwise’s Background IP and Atomwise Improvements (“Feedback”). All Feedback is provided “as is,” and Atomwise acknowledges and agrees that it will use Feedback at its own risk. Institution is not liable for any damages incurred as a result of Atomwise use of Feedback.

4.2 Foreground IP

“Foreground IP” means all IP created by a Party or the Parties in the performance of the Project. Foreground IP that is created solely by the Institution will be “Institution Foreground IP,” Foreground IP that is created solely by Atomwise will be “Atomwise Foreground IP,” and Foreground IP that is jointly created by Institution and Atomwise will be “Joint Foreground IP.” In the event Atomwise conducted a feasibility assessment for use in the Project, prior to the Effective Date, such assessment shall be considered Atomwise Foreground IP under this Agreement. Institution Foreground IP 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 will be “Select Institution Foreground IP.” Atomwise Foreground IP that comprises the names and structures of the Materials that are sent to the Institution Investigator by Atomwise as described in Step 3 of the Project will be “Select Atomwise Foreground IP.”

Institution shall disclose to Atomwise all Select Institution Foreground IP within sixty (60) days of being created, and within seven (7) days of said disclosure, Atomwise shall disclose to Institution Investigator all Select Atomwise Foreground IP. Notwithstanding anything to the contrary in this Agreement, Institution shall have a nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to use Select Atomwise Foreground IP and Joint Foreground IP for Internal Research Purposes, and Atomwise shall have a nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to use Select Institution Foreground IP and Joint Foreground IP for Internal Research Purposes. “Internal Research Purposes” shall mean any research and development by employees, students, contractors, consultants, or other representatives of a Party. Each Party will not use the other Party’s Foreground IP, except: (a) as permitted in Section 4.2 and Article 5 or (b) as required for the performance of the Project.

4.3 Inventions

“Inventions” means Foreground IP that are patentable inventions. Inventors of Inventions shall be determined according to applicable patent law. Ownership of an Invention shall: (a) solely reside with

Institution if Institution representatives are the sole inventors (“Institution Invention”), (b) solely reside with Atomwise if Atomwise representatives are the sole inventors (“Atomwise Invention”), and (c) jointly reside with Institution and Atomwise if Institution and Atomwise representatives are joint inventors (“Joint Invention”). Both Parties shall jointly hold all rights, title, and interest in Joint 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.

5. PUBLICATION

Institution Investigator may publish or present Foreground IP from the Project without approval by Atomwise, provided a copy of the proposed manuscript or presentation is emailed to Atomwise at publications@atomwise.com upon submission of the publication or presentation of the Foreground IP. The Parties agree that any publication or presentation of Foreground IP shall appropriately cite the contributions of both Parties, using customary standards of scientific attribution.

6. USE OF NAME AND LOGO

A Party 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, (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), or (c) as otherwise required by applicable law or regulation. A Party shall have the right to use on its website the other Party’s logo, provided use of the logo is limited to statements of fact and the other Party shall have the right to revoke permission of such use of the logo at any time. Except as expressly stated above, neither Party will use the name or logo of the other Party or its employees or representatives in any advertisement, press release, or other publicity without prior written approval of the other Party.

7. NO WARRANTIES AND NO LIABILITY

Each Party acknowledges and agrees the Project and Materials are of an experimental nature. Any IP and Materials are provided as is and with all faults. No representation is made that the IP 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 IP or that any particular outcome will be achieved. Furthermore, to the extent allowed by applicable law, neither Party shall be liable for any indirect, consequential, or other special damages suffered by the other Party, including, without limitation, damages arising from: delay or termination of the Project, or loss or use of IP, Confidential Information or Materials.

8. ASSIGNMENT

Neither this Agreement nor any rights or obligations of a Party may be assigned or transferred 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. Atomwise will provide written notice of any such assignment to Institution. For clarity, any acquirer shall have the same rights as Atomwise under this Agreement, including with respect to the use of Select Institution Foreground IP and Joint Foreground IP. This Agreement will be binding upon the Parties and their respective successors and permitted assigns.

9. NOTICES

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

Atomwise: Atomwise Inc., 717 Market Street, Suite 800, San Francisco, CA 94103
ATTN: AIMS Award Research Agreement
legal@atomwise.com

Institution: _____

10. 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. Articles 2-11 and 14-17 shall survive expiration or termination of this Agreement.

11. EXPORT CONTROL AND RESTRICTED PARTIES

Both Parties agree to adhere to U.S. export control and economic sanctions laws and regulations, where applicable. Both Parties further agree not to disclose confidential information or materials that contain technology or technical data identified on any U.S. export control list, including the Commerce Control List ("CCL") at 15 C.F.R. 774 and the U.S. Munitions List ("USML") at 22 C.F.R. 121. Proposed disclosures of confidential information by a Party that include technology or technical data other than that classified as EAR99 will be negotiated pursuant to a separate agreement. Each Party represents and warrants that it will not export (including any deemed export) nor re-export (including any deemed re-export) any confidential information or materials provided by the other Party in violation of applicable U.S. export laws and regulations.

Each Party represents and warrants that it is not named on any U.S. government restricted or denied-party list.

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 EXCLUSIVITY

This Agreement is non-exclusive, and nothing herein shall prevent either Party from entering into similar or same agreements with third parties.

14. 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.

15. ENTIRE AGREEMENT

This Agreement, together with Exhibits A and B, represents the entire understanding of the Parties and supersedes any prior or contemporaneous agreements or understandings between Institution Investigator or Institution with Atomwise with respect to the Project [including the CDA entered into by the Parties effective as of _____]. Further, no modification or supplement to this Agreement may be executed between Institution and Atomwise with respect to the Project without formal written amendment to this Agreement, signed by an authorized representative of each Party.

16. CHOICE OF LAW AND JURISDICTION

This Agreement shall be construed, and the rights of the Parties determined in accordance, with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of laws thereof. In no event shall choice of law analysis lead to the application of other than the laws of the State of California. Each Party irrevocably agrees that the courts of the State of California will have the exclusive jurisdiction to deal with any disputes arising out of or in connection with this Agreement.

17. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts and may be executed by electronic signatures. Delivery of an executed counterpart of this Agreement by 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 as of the Effective Date.

ATOMWISE

By: _____

Name: _____

Title: _____

Date: _____

Read and Acknowledged:

INSTITUTION INVESTIGATOR

By: _____

Name: _____

INSTITUTION

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Research Project

Step 1. Atomwise will review the Submission Materials and other relevant information to design a virtual screen (Exhibit B). 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 approximately 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, dilute the compounds to a given stock concentration, confirm their identity, place them in randomized positions in a 96 well microtiter plate, and deliver the plate to the Institution Investigator's laboratory, unless the Institution Investigator and Atomwise agree otherwise. Atomwise will pay the vendor for all these services.

Step 4. Institution Investigator will perform the assays specified in their Submission Materials, and any other assays Institution 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. Institution Investigator will share all information from the measurements in Step 4 with Atomwise.

Step 5. Institution Investigator and Atomwise will interpret the Select Institution Foreground IP and Select Atomwise Foreground IP, 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
Design of Virtual Screen

Title

Evaluation performed by:
Report prepared by:
Institution Investigator:

Background

Virtual Screen Research Plan