CENTERS FOR THERAPEUTIC INNOVATION

PARTICIPATION AGREEMENT

by and between

PFIZER INC.

and

Washington University

TABLE OF CONTENTS

EXHIBITS

Exhibit A Standard Form License Agreement (to be attached to this Agreement after the Parties agree on the terms)

Exhibit B Statement of Work

Exhibit C Scientist Exchange Program Agreement

Exhibit D Milestone Payments and Royalty Table

PARTICIPATION AGREEMENT

This Participation Agreement (the "**Agreement**") is entered into as of September 7, 2016 (the "**Effective Date**"), by and between Pfizer Inc., a corporation organized and existing under the Laws of Delaware and having a principal place of business at 235 East 42nd Street, New York, NY 10017 ("**Pfizer**"), and Washington University, a corporation established by special act of the Missouri General Assembly approved February 22, 1853 and acts amendatory thereto, through its Office of Technology Management having its principal offices at 4240 Duncan Avenue, Suite 110, St. Louis, MO 63110("**Participant**"). Pfizer and Participant may each be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the Parties desire to collaborate for purposes of (i) establishing and maintaining close interactions that will benefit the missions of Participant and Pfizer and (ii) establishing a means to identify, fund and help manage collaborative research programs aimed at the translation of basic research into clinical applications for the benefit of health, education and the economy ("**Research Programs**");

WHEREAS, Participant has expertise, information and/or technology related to the discovery and development of biopharmaceutical products, which may include, without limitation, expertise, information and/or technology related to (i) novel targets or novel hypotheses regarding novel or existing targets, (ii) mechanisms of action, (iii) novel means of obtaining antibodies for a well-validated target, (iv) novel compounds believed to be active against certain targets and/or (v) animal models;

WHEREAS, Pfizer has extensive experience, expertise and resources related to the discovery, development and commercialization of biopharmaceutical products;

WHEREAS, Pfizer and Participant wish to engage in one or more Research Programs designed to translate Participant's basic research into potential biopharmaceutical products;

WHEREAS, the objective of each Research Program shall be to identify Clinical Probes (as defined below) directed to a pathway or target of interest to the Parties, culminating, as applicable, in a clinical trial designed to establish Proof of Mechanism for one or more Clinical Probes or Products; and

WHEREAS, subject to the terms and conditions of this Agreement, Participant wishes to grant to Pfizer, and Pfizer wishes to receive from Participant, an exclusive option to license certain intellectual property rights arising out of each Research Program;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION.

1.1. Defined Terms. Capitalized terms not otherwise defined herein shall have the following meanings:

1.1.1. "**Affiliate**" means, as of any point in time and for so long as such relationship continues to exist with respect to any Person, any other Person that controls, is controlled by or is under common control with such Person. A Person shall be regarded as in control of another Person if it (a) owns or controls at least fifty percent (50%) of the equity securities necessary to vote in the election of directors or the corresponding managing authority); *provided, however*, that the term "Affiliate" shall not include subsidiaries or other entities in which a Person is restricted from electing a majority of the directors or the corresponding managing authority by contract or otherwise, until such restrictions are no longer in effect or (b) possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of any such Person (whether through ownership of securities or other ownership interests, by contract or otherwise).

1.1.2. "**Approved Third Party Funding**" means funding from a government, non-profit or other source pursuant to written terms and conditions that, although potentially or actually in conflict with one or more provisions of this Agreement, have been mutually agreed upon in writing by authorized representatives of Pfizer and Participant.

1.1.3. "**Binding Obligation**" means, with respect to a Party (a) any agreement or arrangement that binds or affects such Party's operations or property, including any assignment, license agreement, loan agreement, guaranty or financing agreement; (b) the provisions of such Party's charter, bylaws or other organizational documents; or (c) any order, writ, injunction, decree or judgment of any court or Governmental Authority entered against such Party or by which any of such Party's operations or property are bound.

1.1.4. "**Biomarker**" means a characteristic that is objectively measured and evaluated as an indicator of normal biological processes, pathogenic processes, or pharmacologic responses to a therapeutic intervention.

1.1.5. "**Business Day**" means a day other than a Saturday, Sunday or bank or other U.S. national public holiday.

1.1.6. "**Calendar Quarter**" means the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 and December31.

1.1.7. "**Calendar Year**" means any calendar year.

1.1.8. "**Clinical Probe**" means, with respect to a specific Research Program, any therapeutic, preventive, prognostic or diagnostic candidate (a) derived in whole or in part from a Pfizer Provided Material, or (b) that was

identified, optimized or isolated in a Pfizer laboratory through the use of Intellectual Property rights Controlled by Pfizer (including a Pfizer Library), under such Research Program, including, but not limited to, any compound, antibody, protein, peptide, polypeptide, small molecule, or polynucleotide (single- and double-stranded) that (i) is directed to or modulates the pathway or target that is the subject of such Research Program and (ii) is determined by the Steering Committee to satisfy the Selection Standards set forth in the Statement of Work for such Research Program, or any variant, homolog, derivative, salt, polymorph, stereoisomer, prodrug, mutant or fragment of such candidate, including pegylated, hesylated, glycosylated, sialylated or otherwise modified versions of the foregoing, as well as any of the foregoing that is conjugated or otherwise coupled to or combined with any other molecule.

1.1.9. "**Clinical Probe IP**" means, with respect to a specific Research Program, collectively, the Clinical Probe Know-How and Clinical Probe Patent Rights arising out of such Research Program.

1.1.10. "**Clinical Probe Know-How**" means, with respect to a specific Research Program, any Program Know-How related to the composition of matter or formulation of a Clinical Probe or Product, any method of making a Clinical Probe or Product or any method of using a Clinical Probe or Product (including any mechanism of action via interaction with a particular pathway or target).

1.1.11. "**Clinical Probe Patent Right**" means, with respect to a specific Research Program, any Patent Right that claims or covers any invention included in Clinical Probe Know-How with respect to such Research Program.

1.1.12. "**Clinical Trial**" means a human clinical study conducted on sufficient numbers of human subjects that is designed to (a) establish that a biopharmaceutical product is reasonably safe for continued testing, (b) investigate the safety and efficacy of a biopharmaceutical product for its intended use, and to define warnings, precautions and adverse reactions that may be associated with such biopharmaceutical product in the dosage range to be prescribed or intended use, and (c) support Regulatory Approval or label expansion of such biopharmaceutical product.

1.1.13. "**Commercialize**" or "**Commercializing**" means to market, promote, distribute, offer for sale, sell, have sold, import, have imported, export, have exported or otherwise commercially exploit a product. When used as a noun, "**Commercialization**" means any and all activities involved in Commercializing.

1.1.14. "**Commercially Reasonable Efforts**" means, with respect to the efforts to be expended by a Party with respect to any objective, those reasonable, good faith efforts to accomplish such objective as such Party would normally use to accomplish a similar objective under similar circumstances. With respect to any efforts relating to the Development, Regulatory Approval or

Commercialization of a Clinical Probe or Product by a Party, generally or with respect to any particular country in the Territory, a Party will be deemed to have exercised Commercially Reasonable Efforts if such Party has exercised those efforts normally used by such Party, in the relevant country, with respect to a compound, product or product candidate, as applicable: (a) of similar modality Controlled by such Party, or (b) (i) to which such Party has similar rights, (ii) which is of similar market potential in such country, and (iii) which is at a similar stage in its Development or product life cycle as the Clinical Probe or Product, in each case taking into account all Relevant Factors in effect at the time such efforts are to be expended. Further, to the extent that the performance of a Party's obligations hereunder is adversely affected by the other Party's failure to perform its obligations hereunder, the impact of such failure will be taken into account in determining whether such Party has used its Commercially Reasonable Efforts to perform any such affected obligations.

1.1.15. "**Confidential Information**" means, with respect to each Party, all Know-How or other information, including proprietary information (whether or not patentable), regarding or embodying such Party's technology, products, business information or objectives, that is communicated in any way or form by or on behalf of the Disclosing Party to the Receiving Party or its Representatives, on or after the Effective Date, but only to the extent that (a) where such Know-How or other information is disclosed in written or other tangible form, such Know-How or other information is designated in writing as "confidential" at the time of disclosure, or (b) where such Know-How or other information is disclosed orally or in non-tangible form, such Know-How or other information is (i) identified by or on behalf of the Disclosing Party as "confidential" at the time of disclosure and (ii) within thirty (30) days thereafter, the Disclosing Party summarizes such Know-How or other information in writing, marks such written summary as "confidential" and provides such written summary to the Receiving Party. Notwithstanding the provisions of clause (a) and clause (b), above, Know-How or other information not identified as confidential by or on behalf of the Disclosing Party shall be deemed to be Confidential Information of the Disclosing Party if the Receiving Party knows, or should have had a reasonable expectation, that such Know-How or other information communicated by or on behalf of the Disclosing Party is Confidential Information of the Disclosing Party. Confidential Information does not include any Know-How, Material or information that: (A) was already known by the Receiving Party (other than under an obligation of confidentiality to the Disclosing Party) at the time of disclosure by or on behalf of the Disclosing Party, as shown by tangible evidence; (B) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party; (C) became generally available to the public or otherwise part of the public domain after its disclosure to the Receiving Party, other than through any act or omission of the Receiving Party in breach of its obligations under this Agreement; (D) was disclosed to the Receiving Party, other than under an obligation of confidentiality, by a Third Party who had no obligation to the Disclosing Party not to disclose such information to the Receiving Party; (E) was independently

discovered or developed by or on behalf of the Receiving Party without benefit from or the use of any Confidential Information belonging to the Disclosing Party, as demonstrated by written records; or (F) the Parties expressly agreed in writing was not Confidential Information. Without in any way limiting any provision of this Section 1.1.15, the terms and conditions of this Agreement shall be considered Confidential Information of both Parties.

1.1.16. "**Control**" or "**Controlled**" means, with respect to any intellectual property right or material (including any Patent Right, Know-How or other data, information or material), possession of the ability (whether by sole, joint or other ownership interest, license or otherwise, other than pursuant to this Agreement) to, without violating the terms of any agreement with a Third Party, grant a license or sublicense or provide access or other rights in, to or under such intellectual property right or material.

1.1.17. "**Develop**" or "**Developing**" means to discover, research or otherwise generate a product, including conducting non-clinical and clinical research and development activities. When used as a noun, "**Development**" means any and all activities involved in Developing.

1.1.18. "**FDA**" means the United States Food and Drug Administration or any successor agency thereto.

1.1.19. "**Field**" means the treatment, prevention, prognosis or diagnosis of any disease or medical condition in humans or other animals.

1.1.20. "**Governmental Authority**" means any court, agency, department, authority or other instrumentality of any national, state, county, city or other political subdivision.

1.1.21. "**Intellectual Property**" or "**IP**" means any Know-How and Patent Rights.

1.1.22. "**IVD Kit Commercialization**" means the marketing and sale of reagents, instruments and systems which have received Regulatory Approval from the relevant Regulatory Authority and are intended for end use by Third Parties in diagnosis of diseases or other conditions, including a determination of the state of health, in order to cure, mitigate, treat, or prevent disease or its sequelae. Such products are intended for use in the collection, preparation, and examination of specimens from the human body.

1.1.23. "**Joint Program IP**" means, with respect to a specific Research Program, collectively, any and all Joint Program Know-How and Joint Program Patent Rights with respect to such Research Program.

1.1.24. "**Joint Program Know-How**" means, with respect to a specific Research program, all Program Know-How, other than Clinical Probe Know-How, arising jointly through the efforts or on behalf of (a) employees,

agents or independent contractors of Participant and (b) employees, agents or independent contractors of Pfizer or any of its Affiliates.

1.1.25. "**Joint Program Patent Rights**" means, with respect to a specific Research Program, all Program Patent Rights, other than Clinical Probe Patent Rights, arising jointly through the efforts or on behalf of (a) employees, agents or independent contractors of Participant and (b) employees, agents or independent contractors of Pfizer or any of its Affiliates.

1.1.26. "**Know-How**" means any proprietary invention, discovery, development, data, information, process, method, technique, Material, technology, result, sequence or other know-how, whether or not patentable, excluding Patent Rights.

1.1.27. "**Law**" means any law, statute, rule, regulation, order, judgment or ordinance of any Governmental Authority.

1.1.28. "**LDT Implementation**" means the implementation of a testing service based on a laboratory developed test ("**LDT**"), performed in a medical and/or clinical laboratory that is operating in compliance with the U.S. Clinical Laboratory Improvement Amendments of 1988, or its foreign equivalent, said test being performed on clinical specimens for the diagnosis, treatment and/or prevention of disease.

1.1.29. "**Major Market Country**" means the United States, the United Kingdom, France, Germany, Italy, Spain or Japan.

1.1.30. "**Manufacture**" or "**Manufacturing**" means activities directed to making, producing, manufacturing, processing, filling, finishing, packaging, labeling, quality assurance testing and release, shipping or storage of a product.

1.1.31. "**Material**" means any chemical, biological or other substance, including without limitation cell lines, cells, antibodies, proteins, compounds, nucleic acids, animal models, peptides, polypeptides and assays, as well as all progeny, fragments, subunits and unmodified derivatives or sequences thereof.

1.1.32. "**Participant Program IP**" means, with respect to a specific Research Program, collectively, the Participant Program Know-How and Participant Program Patent Rights arising out of such Research Program.

1.1.33. "**Participant Program Know-How**" means, with respect to a specific Research Program, any and all Program Know-How, other than Clinical Probe Know-How, Controlled by Participant and generated solely by or on behalf of employees, agents or independent contractors of Participant during the Research Term.

1.1.34. "**Participant Program Patent Rights**" means any Patent Right that claims or covers any Participant Program Know-How.

1.1.35. "**Participant Related IP**" means, with respect to a specific Research Program, collectively, the Participant Related Know-How and Participant Related Patent Rights Controlled by the Participant.

1.1.36. "**Participant Related Know-How**" means, with respect to a specific Research Program, any Know-How that (a) was not generated in connection with the performance of such Research Program; and (b) Participant Controls on the Effective Date or during the applicable Research Term; and (c) relates to one or more Clinical Probes, Pfizer Provided Materials or Products that are the subject of such Research Program, or to the Development, Manufacture or Commercialization of any of the foregoing; and (d) is, at Participant's discretion, listed or specifically defined in the relevant Statement of Work (as amended from time to time) and/or the Final Report.

1.1.37. "**Participant Related Patent Right**" means, with respect to a specific Research Program, any Patent Right that claims or covers any invention included in Participant Related Know-How.

1.1.38. "**Patent Rights**" means any and all (a) issued patents, (b) patent applications, including all provisional applications, substitutions, continuations, continuations-in-part (to the extent the claims thereof are entitled to the benefit of the parent priority date), divisions and renewals, and all patents granted thereon, (c) all foreign patents-of-addition (to the extent that the claims thereof are enabled by the disclosure of the parent application), reissues, reexaminations and extensions or restorations by existing or future extension or restoration mechanisms, including patent term adjustments, patent term extensions, supplementary protection certificates or the equivalent thereof, (d) inventor's certificates, (e) any other form of government-issued right substantially similar to any of the foregoing, and (f) all United States and foreign counterparts of any of the foregoing.

1.1.39. "**Person**" means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization, including a government or political subdivision or department or agency of a government.

1.1.40. "**Pfizer Library**" means any collection of sequences, genetic information, compounds or other materials maintained by Pfizer or its Affiliates in connection with biopharmaceutical Development.

1.1.41. "**Pfizer Program IP**" means, with respect to a specific Research Program, collectively, the Pfizer Program Know-How and Pfizer Program Patent Rights arising out of such Research Program.

1.1.42. "**Pfizer Program Know-How**" means, with respect to a specific Research Program, any and all Program Know-How, other than Clinical Probe Know-How, Controlled by Pfizer and generated solely by or on behalf of employees, agents or independent contractors of Pfizer or any of Pfizer's Affiliates.

1.1.43. "**Pfizer Program Patent Rights**" means any Patent Right that claims or covers any Pfizer Program Know-How.

1.1.44. "**Pfizer Quarter**" means each of the four (4) thirteen (13) week periods (a) with respect to the United States, commencing on January 1 of any Pfizer Year and (b) with respect to any country in the Territory other than the United States, commencing on December 1 of any Pfizer Year.

1.1.45. "**Pfizer Related IP**" means, with respect to a specific Research Program, collectively, the Pfizer Related Know-How and Pfizer Related Patent Rights Controlled by Pfizer.

1.1.46. "**Pfizer Related Know-How**" means, with respect to a specific Research Program, any Know-How that (a) was not generated in connection with the performance of a Research Program; and (b) Pfizer or a Pfizer Affiliate Controls on the Effective Date or during the applicable Research Term; and (c) relates to one or more Clinical Probes, Participant Provided Materials or Products that are the subject of such Research Program, or to the Development, Manufacture, Commercialization or use of any of the foregoing; and (d) is, at Pfizer's discretion, listed or specifically defined in the relevant Statement of Work (as amended from time to time) and/or the Final Report.

1.1.47. "**Pfizer Related Patent Right**" means, with respect to a specific Research Program, any Patent Right that claims or covers any invention included in Pfizer Related Know-How.

1.1.48. "**Pfizer Year**" means the twelve (12) month fiscal periods observed by Pfizer (a) commencing on January 1 with respect to the United States and (b) commencing on December 1 with respect to any country in the Territory other than the United States.

1.1.49. "**Post-Doc**" means a scientist with a Ph.D. level or equivalent degree employed on a full-time basis by Participant as a post-doctoral fellow provided, however, that if Participant wishes to identify as a Post-Doc any employee who lacks such a degree but possesses the necessary skills and experience to function in an equivalent capacity, it will propose such designation to Pfizer and if the Parties so agree, the Statement of Work may designate such employee as a Post-Doc. In the event Participant does not obtain Pfizer's written approval for such designation, the employee will not be treated as a Post-Doc hereunder.

1.1.50. "**Product**" means any pharmaceutical composition intended for use in the Field (in any dosage or usage form and/or formulation) that contains one or more Clinical Probes.

1.1.51. "**Program IP**" means, with respect to a specific Research Program, collectively, the Program Know-How and Program Patent Rights with respect to such Research Program.

1.1.52. "**Program Know-How**" means, with respect to a specific Research Program, any and all Know-How, including Know-How relating to Clinical Probes and Products, whether or not patentable, arising in connection with the performance of such Research Program during the Research Term (a) solely through the efforts or on behalf of employees, agents or independent contractors of Participant, (b) solely through the efforts or on behalf of employees, agents or independent contractors of Pfizer or any of its Affiliates, or (c) jointly through the efforts or on behalf of (i) employees, agents or independent contractors of Participant and (ii) employees, agents or independent contractors of Pfizer or any of its Affiliates.

1.1.53. "**Program Patent Right**" means, with respect to a specific Research Program, any Patent Right that claims or covers any invention included in Program Know-How with respect to such Research Program.

1.1.54. "**Proof of Concept**" or "**POC**" means that a Clinical Probe or Product (i) demonstrates sufficient evidence of clinical efficacy in a Phase 2a Clinical Trial to validate the relevance of its therapeutic targets and *in vivo* preclinical models to humans; (ii) defines potential Biomarkers for clinical efficacy or toxicity; (iii) provides proof of activity in biological mechanisms; and (iv) demonstrates commercial potential and a likelihood of reimbursement when compared to products already on the market.

1.1.55. "**Proof of Mechanism"** or "**POM**" means that a Clinical Probe or Product blocks, stimulates, modulates or otherwise interacts with a pathway, target receptor or enzyme in humans as it does in animals, as demonstrated in a Phase 1a Clinical Trial through the use of one or more pharmacodynamic Biomarkers or other measures of biological effect, as specified in the applicable Statement of Work, which may be amended from time to time, and determined by the Steering Committee.

1.1.56. "**Provided Material**" means Material provided by a Party to the other Party during the Research Term for a specific Research Program in accordance with the Statement of Work. Notwithstanding the foregoing, Provided Material (a) does not include: (i) any Clinical Probe, (ii) any Material that is commercially available, in the public domain or otherwise lawfully known to the receiving Party at the time the Material was provided in the Research Program, as shown by tangible evidence, (iii) any further quantities of the Material lawfully provided by a Third Party to the other Party after termination of the specific

Research Program or expiration of its Research Term, through no act or omission constituting a breach of any obligation to the original providing Party, or (iv) any Material that can be documented by competent written evidence to have been independently developed by the receiving Party without benefit from or the use of any Confidential Information or Provided Material Controlled by the providing Party; but (b) does include, solely with respect to Pfizer Provided Material, all sequences, genetic information, compounds, and other components or materials of Pfizer Libraries that have not been designated a Clinical Probe.

1.1.57. "**Regulatory Approval**" means the technical, medical and scientific licenses, registrations, authorizations and approvals (including approvals of NDAs or BLAs, supplements and amendments, pre- and post-approvals, pricing and Third Party reimbursement approvals, and labeling approvals) of any Regulatory Authority, necessary for the use, Development, Manufacture, and Commercialization of a biopharmaceutical product in a regulatory jurisdiction. For the sake of clarity, Regulatory Approval shall not be achieved for a Product in a country until all applicable pricing approvals and other Third Party reimbursement approvals have also been obtained by Pfizer or its designee for such Product in such country.

1.1.58. "**Regulatory Authority**" means, with respect to a country in the Territory, any national (e.g., the FDA), supra-national (e.g., the European Commission, the Council of the European Union, or the European Medicines Agency), regional, state or local regulatory agency, department, bureau, commission, council or other Governmental Authority involved in the granting of a Regulatory Approval including pricing and reimbursement approval, for biopharmaceutical products in such country or countries.

1.1.59. "**Relevant Factors**" means all relevant factors that may affect the Development, Regulatory Approval or Commercialization of a Clinical Probe or Product, including (as applicable): actual and potential issues of safety, efficacy or stability; product profile (including product modality, category and mechanism of action); stage of Development or life cycle status; actual and projected Development, Regulatory Approval, Manufacturing, and Commercialization costs; any issues regarding the ability to Manufacture or have Manufactured any Compound or Product; the likelihood of obtaining Regulatory Approvals (including satisfactory reimbursement or pricing approvals); the timing of such approvals; the current guidance and requirements for Regulatory Approval for the Product and similar products and the current and projected regulatory status; labeling or anticipated labeling; the then-current competitive environment and the likely competitive environment at the time of projected entry into the market; past performance of the Product or similar products; present and future market potential; existing or projected pricing, sales, reimbursement and profitability; pricing or reimbursement changes in relevant countries; proprietary position, strength and duration of patent protection and anticipated exclusivity; and other relevant scientific, technical, operational and commercial factors.

1.1.60. "**Research Information"** means any Program Know-How that is research data, formulae, process information, results or other information produced as a result of a Research Program during the applicable Research Term. For the avoidance of doubt, Research Information does not include Materials.

1.1.61. "**Research Term**" means the period during which a Statement of Work for a specific Research Program is in effect, up to and including completion of a Clinical Trial demonstrating Proof of Mechanism for a Clinical Probe or Product, with the possibility of extension by written consent of the Parties.

1.1.62. "**Standard Form License Agreement**" means the Standard Form License Agreement in the form attached hereto as Exhibit A in accordance with Section 5.2.3.

1.1.63. "**Sublicensee**" means any Person to whom Pfizer grants or has granted, directly or indirectly, a sublicense of rights licensed by Participant to Pfizer under this Agreement, in accordance with the provisions of this Agreement.

1.1.64. "**Territory**" means the entire world.

1.1.65. "**Third Party**" means any Person other than Pfizer, Participant or their respective Affiliates.

1.1.66. "**Valid Claim**" means, with respect to a particular country, a claim of a Patent Right that (a) as to patent applications, has been pending for a period of seven (7) years or fewer from its first office action, (b) has not been held permanently revoked, unenforceable or invalid by a decision of a court or other Governmental Authority of competent jurisdiction, which decision is unappealed or unappealable within the time allowed for appeal, and (c) has not expired or been cancelled, withdrawn, abandoned, disclaimed or admitted to be invalid or unenforceable through reissue, disclaimer or otherwise.

1.2. Terms Defined in Context. The following terms are defined in the section of this Agreement listed opposite each term:

Defined Term	**Section in Agreement**
Abbreviated SOW	2.4.3
Agreement	Preamble
Bankruptcy Code	5.6
Claims	11.2
Clinical Probe IP Option	5.2.1(a)
Clinical Probe IP Option Period	5.2.1(b)
Contracting Party	3.8
Disclosing Party	8.1
Effective Date	Preamble

Final Report	3.6
Force Majeure	12.2
Indemnified Party	11.4.1
Indemnifying Party	11.4.1
Interim Report	3.5
Liaison	2.2
Litigation Conditions	11.4.2
Management Fees	6.1.1(b)
Milestone Payments and Royalty Table	6.2.1(b)
Non-Disclosing Party	8.4.3
Notice of Dispute	12.8.1
Option Exercise Notice	5.2.3
Participant	Preamble
Participant Indemnified Party	11.2
Participant Liaison	2.2
Participant Program IP Option	5.2.2(a)
Participant Program IP Option Period	5.2.2(b)
Participant Steering Committee Members	2.1.1
Party(ies)	Preamble
Permitted Activities	3.13.2
Pfizer	Preamble
Pfizer Indemnified Party	11.3
Pfizer Leader	3.3
Pfizer Liaison	2.2
Pfizer Steering Committee Members	2.1.1
Program Manager	3.3
Program Team	3.3
Providing Party	3.13.1
Publication	8.4.3
Receiving Party	8.1
Recipient	4.13.3
Representatives	8.2.1
Research Program	Recitals
Review Period	8.4.3
Milestone Payments and Royalty Table	6.2.1(b)
Selection Standards	2.4.2(e)
Statement of Work	2.4
Steering Committee	2.1.1
Steering Committee Co-Chair	2.1.2
Team Leader	3.3
Term	10.1
Third Party Claim	11.4.1

1.3. Interpretation. Except where the context expressly requires otherwise, (a) the use of any gender herein shall be deemed to encompass references to either or both genders, and

the use of the singular shall be deemed to include the plural (and vice versa), (b) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation," (c) the word "will" shall be construed to have the same meaning and effect as the word "shall," (d) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (e) any reference herein to any Person shall be construed to include the Person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to Sections or Exhibits shall be construed to refer to Sections or Exhibits of this Agreement, and references to this Agreement include all Exhibits hereto, (h) the word "notice" means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement, (i) provisions that require that a Party, the Parties or any committee hereunder "agree," "consent" or "approve" or the like shall require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but excluding e-mail and instant messaging), (j) references to any specific Law, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement or successor Law, and (k) the term "or" shall be interpreted in the inclusive sense commonly associated with the term "and/or."

2. OPERATIONAL GUIDELINES.

2.1. Steering Committee.

2.1.1. Composition. The Parties shall establish a steering committee (the "**Steering Committee**") composed of an equal number of representatives of each Party, not to exceed 4 each, the "**Pfizer Steering Committee Members**" and the "**Participant Steering Committee Members**." Each Party may replace its representatives on the Steering Committee at any time upon written notice to the other Party. With advance notice, each Party may invite non-voting employees and consultants to attend meetings of the Steering Committee. All members of the Steering Committee and any invitees of either Party described above shall agree in writing to be bound to obligations of confidentiality and assignment of inventions no less restrictive than those that bind the Parties under this Agreement.

2.1.2. Committee Co-Chairs. The Steering Committee shall be co-chaired by a Pfizer Steering Committee Member and a Participant Steering Committee Member (each, a "**Steering Committee Co-Chair**"). Each Party may replace its Steering Committee Co-Chair at any time upon written notice to the other Party. The responsibilities of the Steering Committee Co-Chairs shall be:

(a) to notify each Party at least thirty (30) days in advance of each Steering Committee meeting;

(b) to collect and organize agenda items for each Steering Committee meeting; and

(c) to prepare the written minutes of each Steering Committee meeting and circulate such minutes for review and approval by the Parties, and identify action items to be carried out by the Parties.

2.1.3. Meetings.

(a) **Regular Meetings**. The Steering Committee shall meet at least annually, either in-person or by videoconference or by teleconference, or by any other means agreed by the Parties. The Parties shall endeavor to schedule meetings of the Steering Committee at least three (3) months in advance. The Steering Committee Co-Chairs shall use good faith efforts to prepare and circulate to each Party each Steering Committee meeting agenda no later than ten (10) Business Days prior to the scheduled date for each Steering Committee meeting

(b) **Special Meetings.** In addition to the annual meetings, either Party may call a special meeting of the Steering Committee by videoconference or teleconference or by any other means agreed by the Parties upon at least five (5) Business Days prior written notice to the other Party if such Party reasonably believes that a significant matter must be addressed prior to the next scheduled meeting.

(c) **General.** Meetings of the Steering Committee shall be effective only if at least a majority of representatives of each Party is present at the meeting or participating by teleconference or videoconference or by any other means agreed by the Parties. The Steering Committee Co-Charis shall use good faith efforts to circulate for review and approval by each Party written minutes of each Steering Committee meeting within twenty (20) days after such meeting. Each Party shall be responsible for all of its own expenses of participating in such Steering Committee meetings, unless otherwise agreed to by the Parties.

2.1.4. Responsibilities. The Steering Committee shall oversee and supervise the overall performance of each Research Program. For the avoidance of doubt, the Steering Committee is not intended, and shall not be empowered, to control or direct any Participant research or related affairs. Within such scope, the Steering Committee shall:

(a) select Research Programs to be performed under this Agreement in accordance with Section 2.3;

(b) review and monitor the efforts of the Parties under each Research Program;

(c) review and approve any proposed amendment of a Statement of Work in accordance with Section 2.4.4;

(d) determine whether specific antibodies, proteins, peptides, polypeptides and/or other compounds identified under a Research Program meet the Selection Standards for such Research Program and are thereby deemed to be Clinical Probes with respect to such Research Program, in accordance with Section 3.7;

(e) determine whether to continue or terminate a Research Program based upon (i) progress relative to any go/no-go decision points set forth in the corresponding Statement of Work or any relevant research results published by Third Parties or separately by the Parties, in accordance with Section 10.4, and/or (ii) a decision in accordance with Section 5.2.6;

(f) address such other matters relating to the activities of the Parties under the Research Program(s) as either Party may bring before the Steering Committee, including Management Fees, lack of access to IP Controlled by a Third Party (e.g., gene expression system technology) and any other matters that are expressly for the Steering Committee to decide as provided in this Agreement; and

(g) attempt to resolve any disputes relating to the Research Program(s) on an informal basis.

2.1.5. Decision-making. Irrespective of the number of Pfizer Steering Committee Members or Participant Steering Committee Members, each Party shall have one (1) vote on the Steering Committee, and the Steering Committee shall make decisions by consensus. If the Steering Committee is unable to reach consensus, the Parties shall follow the dispute resolution procedures described in Section 12.8. In addition, the Steering Committee may act on any matter or issue without a meeting if such action is documented in an express written consent signed in advance by each member of the Steering Committee.

2.1.6. Limits on Steering Committee Authority. Each Party shall retain the rights, powers and discretion granted to it under this Agreement and no such rights, powers or discretion shall be delegated to or vested in the Steering Committee unless such delegation or vesting of rights is expressly provided for in this Agreement or the Parties expressly so agree in writing. The Steering Committee shall not have the power to amend this Agreement or otherwise modify or waive compliance with this Agreement in any manner. Notwithstanding any provision of this Section 2.1 to the contrary, neither Party shall require the other Party to (a) breach any obligation or agreement that such other Party may have with or to a Third Party or (b) perform any activities that are materially different or greater in scope or more costly than those provided for in any Statement of Work then in effect.

2.2. Liaisons. Each Party shall appoint a single individual to act as the primary point of contact between the Parties to support the Research Program(s) (respectively, the "**Pfizer Liaison**" and the "**Participant Liaison**" and each, a **"Liaison**"). Each Party may change its

designated Liaison at any time upon written notice to the other Party. The Liaisons shall (a) use good faith efforts to attend (either in person or by telecommunications) all meetings of the Steering Committee, but shall be non-voting members at such meetings, and (b) be the first point of referral for all conflicts, and bring disputes to the attention of the Steering Committee in a timely manner.

2.3. Selection and Identification of Research Programs. One or more Research Programs shall be selected by the Steering Committee from time to time and performed in accordance with this Agreement. Potential Research Programs shall be identified through (a) requests for proposals with defined objectives as may be announced by Pfizer from time to time and/or (b) unsolicited proposals as may be submitted by Participant scientists to Pfizer from time to time. Procedures for submitting Research Program proposals (both requested and unsolicited) shall be established from time to time by the Steering Committee. Except as otherwise determined by the Steering Committee, such procedures shall generally consist of the following:

2.3.1. Pre-Proposal. Participant scientists shall submit a Research Program pre-proposal to the Pfizer and Participant Liaisons of not more than two (2) pages. Such pre-proposal shall contain the name of Participant and a brief synopsis of the proposed Research Program with clear objectives and deliverables and an approximate budget, and shall not contain any Confidential Information regarding the proposed Research Program.

2.3.2. Informational Interview. With advance approval of the Participant Liaison and if requested by the Pfizer Liaison, Participant scientists may participate in an informational interview or other discussions regarding the pre-proposal with the Pfizer Liaison, Participant Liaison and/or members of the Steering Committee, followed by submission of the pre-proposal to the Steering Committee. If Participant wishes such discussions to be subject to the confidentiality obligations hereunder, it will so notify Pfizer in writing, and Pfizer will have the right, in advance, to approve disclosure of such Confidential Information or refuse to accept it.

2.3.3. Full Proposal. If requested by the Steering Committee following its review of the pre-proposal, Participant shall be invited to submit a full Research Program proposal to the Steering Committee of approximately four (4) to six (6) pages. Such proposal may contain Confidential Information if marked as such and shall contain a proposed Statement of Work for the proposed Research Program, including a detailed plan for the proposed Research Program which fully describes its scope, resource requirements, estimated timelines and deliverables. A description of any required Pfizer resources shall also be included, and the proposal shall identify the proposed Team Leader for the Research Program and other members of the Program Team. In addition, the proposal shall specify a start date and end date for the performance of the proposed Research Program. Pfizer shall make reasonable efforts to respond to the full proposal in writing within thirty (30) days of receipt.

2.4. Statements of Work. If a Research Program is approved by the Steering Committee, its scope shall be defined in a statement of work (a "**Statement of Work**") to be jointly prepared and signed by Participant and Pfizer and, if requested by the Steering Committee, the Pfizer Leader and Team Leader responsible for its execution.

2.4.1. General. Each duly executed Statement of Work shall be deemed to be incorporated into and made a part of this Agreement. Each Statement of Work must reference this Agreement, and all of the terms and conditions contained in this Agreement shall be a part of the Statement of Work unless specifically stated otherwise in the Statement of Work. Additional terms and conditions appropriate to a specific Research Program may be contained in a Statement of Work. To the extent that any of the terms or conditions of a Statement of Work conflict with the terms or conditions of this Agreement, the terms and conditions of this Agreement shall govern unless a fully-executed Statement of Work expressly designates otherwise.

2.4.2. Content. Each Statement of Work, without limitation, shall:

(a) specify the Program Team for such Research Program, including the Team Leader, Program Manager and Pfizer Leader;

(b) list the number and, if possible, the names of Post-Docs assigned to such Research Program;

(c) specify the amount of funding to be provided in accordance with Section 6.1, which shall include any support for Post-Docs and both direct and indirect (overhead) costs;

(d) identify the pathway or target that shall be the focus of such Research Program;

(e) define the standards for determining whether an antibody, protein, peptide, polypeptide or other compound identified under such Research Program shall constitute a Clinical Probe with respect to such Research Program (the "**Selection Standards**");

(f) define the research and any other activities to be performed, and deliverables to be provided, by each Party in connection with such Research Program;

(g) specify the Provided Materials and information to be provided by Pfizer in connection with such Research Program, including, without limitation, antibodies, proteins, peptides, polypeptides, other compounds, Pfizer Libraries, data, assays, cell lines and reagents, as applicable. (For the avoidance of doubt, Pfizer shall not be required to provide access to particular Materials and information except as expressly agreed in a signed Statement of Work.);

(h) specify the Provided Materials and information to be provided by Participant in connection with such Research Program, as applicable. (For the avoidance of doubt, Participant shall not be required to provide access to particular Materials and information except as expressly agreed in a signed Statement of Work.);

(i) specify the anticipated Research Term for such Research Program;

(j) at Participant's and Pfizer's discretion, respectively, specify any pre-existing Participant Related IP and Pfizer Related IP in connection with such Research Program;

(k) describe how POM would be demonstrated; and

(l) specify any go/no-go decision points to assist in determining whether to proceed with further work under such Research Program.

2.4.3. Format. Notwithstanding Section 2.4.2, above, the Parties may agree to enter into an abbreviated Statement of Work, which excludes Subsections 2.4.2(e) and 2.4.2(k) (each an "**Abbreviated SOW**"). Each such Abbreviated SOW will include an obligation for the Parties to subsequently amend the Abbreviated SOW to a full SOW and thereby establish Selection Standards and to describe how POM would be demonstrated, once the Steering Committee agrees that the Research Program should advance beyond the research described in this Abbreviated SOW. Each Abbreviated SOW and Statement of Work (i.e. full SOW) shall be in substantially the form attached hereto as Exhibit B.

2.4.4. Amendment. If a Party desires to amend a Statement of Work, it shall submit the proposed amendment in writing to the Pfizer and Participant Liaisons who will coordinate review and potential approval by the Steering Committee, and any such amendment shall only become effective if signed by Participant and Pfizer and, if requested by the Steering Committee, the Team Leader and Pfizer Leader responsible for its execution.

3. PERFORMANCE OF RESEARCH PROGRAM(S).

3.1. General. Each Party shall use Commercially Reasonable Efforts to perform its obligations under each Research Program, as set forth in the applicable Statement of Work, in a professional and timely manner. Further, each Party shall perform its obligations under each Research Program in compliance with all material Laws applicable to its activities under such Research Program.

3.2. Allocation of Responsibilities. Except as may be otherwise expressly provided in the Statement of Work for a specific Research Program, all screening of Pfizer Libraries in connection with such Research Program shall be performed on the premises of Pfizer. If a Participant employee is involved in such screening, this shall take place only pursuant to execution of a Scientist Exchange Program Agreement in the form attached as Exhibit C, and any applicable exhibit(s).

3.3. Research Program Oversight. Each Research Program shall be overseen on a day-to-day basis by a program team (the "**Program Team**") led by a Participant faculty member designated as the team lead scientist (the "**Team Leader**") who is responsible for the conduct of such Research Program. Each Post-Doc involved in such Research Program shall remain an employee of Participant. The Program Team shall consist of the Team Leader, an alliance manager from Pfizer (the "**Program Manager**") and a designated Pfizer lead scientist (the "**Pfizer Leader**"), and may include additional scientists from Pfizer and Participant engaged in such Research Program.

3.4. Records. Each Party shall maintain scientific records in sufficient detail and in good scientific manner which shall fully and properly reflect all work done and results achieved in the performance of the applicable Research Program by such Party.

3.5. Interim Reports. For each Research Program not proceeding under an Abbreviated SOW, within thirty (30) days after the end of each six-month period during the Research Term for such Research Program, the Team Leader shall submit to the Steering Committee a written report summarizing the work completed under such Research Program since the previous report (each, an "**Interim Report**"). Each Interim Report shall contain an overview of the progress of the Research Program, including performance relative to any go/no-go decision points set forth in the corresponding Statement of Work; a description of the results and conclusions of the work to date; a list of any potential Clinical Probes that were identified, any inventions that were disclosed and any patent applications that were filed by such Party in connection with the Research Program during the reporting period; and a summary of any relevant research results published by Third Parties or separately by the Parties, if the Team Leader has knowledge of such results. Notwithstanding the forgoing, the Research Team may agree, on a case-by-case basis, to present and receive the Interim Report in a different format than as set forth above; provided that neither Party is obligated to agree to such different format. For clarity, no Interim Reports will be required under an Abbreviated SOW.

3.6. Final Report.

3.6.1. For each Research Program not proceeding under an Abbreviated SOW, within ninety (90) days after completion of the Research Term for such Research Program, the Program Team shall jointly prepare and submit to the Steering Committee a final written report of all activities undertaken and all accomplishments achieved in connection with such Research Program (each, a "**Final Report**"). Each Final Report shall contain a detailed description of the results and conclusions of the work, including all data generated under such Research Program; a list of all potential Clinical Probes that were identified, all inventions that were disclosed and all patent applications that were filed by the Parties in connection with the Research Program; and a summary of any known relevant research results published by Third Parties or separately by the Parties, if the Team Leader has knowledge of such results. Notwithstanding the forgoing, the Research Team may agree, on a case-by-case basis, to present and receive the Final Report in a different format than as set forth above; provided that neither Party is obligated to agree to such different format. The contents of each Interim Report and Final Report shall be considered Confidential Information of both

Parties and shall be subject to the provisions of Section 8, including Section 8.4.3 (Publications).

3.6.2. For each Research Program proceeding under an Abbreviated SOW, no later than thirty (30) days after completion of the Research Term for such Research Program, the Team Leader will prepare and submit to the Steering Committee a written report of all activities undertaken and all accomplishments achieved in connection with such Research Program (each, an "**Abbreviated SOW Final Report**"). Each Abbreviated SOW Final Report will contain a detailed description of the results and conclusions of the work, including all data generated under such Research Program; all inventions that were disclosed and all patent applications that were filed by Participant in connection with the Research Program; and a summary of any known relevant research results published by Third Parties or separately by the Participant, if the Team Leader has knowledge of such results. Notwithstanding the forgoing, the Research Team may agree, on a case-by-case basis, to present and receive the Final Report in a different format than as set forth above; provided that neither Party is obligated to agree to such different format. For clarification, after the Research Term, Participant may publish and publically present the Research Information in accordance with Section 8.4.

3.7. Designation of Clinical Probes. The Steering Committee shall promptly after receipt of either an Interim Report or Final Report determine whether any potential Clinical Probe identified in such Interim Report or Final Report satisfies the Selection Standards for the applicable Research Program and shall thereby be deemed to be a Clinical Probe with respect to such Research Program. Each Party shall provide the Steering Committee with such additional data or other information within its possession or Control as may be requested by the Steering Committee promptly after such request, to assist the Steering Committee in making such determination.

3.8. Delegation and Subcontracting. Pfizer may delegate or subcontract any of its obligations in connection with a Research Program to one or more Affiliates or Third Parties, subject to the requirements of this Section 3.8. Participant may not delegate or subcontract any of its obligations in connection with a Research Program to any Affiliates or Third Parties without the prior written approval of authorized representatives of both Participant and Pfizer. Any permitted Affiliate or Third Party subcontractors of either Party must have sufficient knowledge, experience and resources to perform such activities and, if a Third Party, must enter into a binding subcontract with Participant, Pfizer or a Pfizer Affiliate (as applicable, the **"Contracting Party**") under which such Third Party has agreed to (a) assign all intellectual property rights generated during its performance of such Research Program to the Contracting Party and (b) terms and conditions under which such Third Party is obligated to preserve the confidentiality of any Confidential Information of the other Party received by such Third Party from the Contracting Party that are at least as restrictive as those described in Section 8. No delegation or subcontracting shall release a Party from its obligations under this Agreement, and each Party shall remain fully responsible for the conduct of any Affiliate or Third Party subcontractor.

3.9. Research Term Extension. The Parties may extend the Research Term of a specific Research Program by mutual written consent, subject to Pfizer's continued funding obligations pursuant to Section 6.1, if applicable, and a duly-executed amended Statement of Work.

3.10. Research Program Expenses. Except as expressly set forth in Section 6.1, each Party shall bear all costs and expenses it incurs in connection with its activities under the applicable Research Program.

3.11. Clinical Trials. Subject to compliance with the Participant's conflict of interest policies, the Parties expect that a Statement of Work may include plans for a Clinical Trial, with the goal of establishing Proof of Mechanism that would lead to the exercise of a Clinical Probe IP Option by Pfizer. If a Statement of Work provides for either Party to conduct such a Clinical Trial, the Parties shall negotiate and enter into a separate agreement regarding their respective rights and obligations in connection with such Clinical Trial and in the event of any conflict, the confidentiality terms and obligations of that Clinical Trial agreement shall supersede the terms and obligations of this Agreement. If the Parties have previously executed a master Clinical Trial agreement, the Parties may conduct Clinical Trials pursuant to such pre-existing agreement.

3.12. Scientist Exchange Program. In order to provide opportunities for scientists of each Party to participate in research under the Research Program(s) at the facilities of the other Party, the Parties shall enter into a Scientist Exchange Program Agreement which will be appended to this Agreement as Exhibit C within ninety (90) days of the Effective Date.

3.13. Transfer of Materials.

3.13.1. Transfer.

(a) From time to time during the Research Term for a specific Research Program, a Party (the "**Providing Party**") may supply the other Party with Provided Materials approved in the Statement of Work or as otherwise agreed by the Parties in writing. The Providing Party represents to the other Party that the Providing Party reasonably believes it has the right to supply such Provided Materials to the other Party for the uses authorized herein. Except as expressly set forth in the preceding sentence, the Provided Materials are supplied by the Providing Party on an "as-is" basis without any representation or warranty of any type, express or implied, including any representation or warranty of merchantability, non-violation of the proprietary rights of a Third Party, title or fitness for a particular purpose, each of which is hereby expressly disclaimed by the Providing Party.

(b) Technology licensed from Lonza Group Ltd. and/or any of its Affiliates by Pfizer and/or any of its Affiliates is specifically excluded from the category of Related IP.

(c) With respect to any human blood or tissue samples used in a Statement of Work or Abbreviated SOW and any use of data derived from or

relating to any human blood or tissue samples used in a Statement of Work or Abbreviated SOW:

(d) Participant will ensure that any information (whether or not key coded) that reveals or could reveal the identity of the patients contributing such samples will be removed before the samples or data are provided to Pfizer, as well as any Protected Health Information (as defined in 45 CFR § 164.501) and Individually Identifiable Health Information (as defined in 42 USC § 1320(d)), and other information protected by data protection and/or privacy legislation in applicable areas. In the event that any samples or data include potentially Individually Identifiable Health Information, the Parties will cooperate with each other to ensure that such samples and data are handled in accordance with applicable data protection and/or privacy legislation. Participant shall protect patient identifiable health information in compliance with all applicable regulations, rules, treaties, permits, order or guideline of a Governmental Authority and statutes, or any judgment, decision, decree, injunction, writ, order, subpoena, or like action of any court, arbitrator or other Governmental Authority related to the collection, retention, security and use of the Provided Material, as the same are promulgated and applied as of the Effective Date of the corresponding Statement of Work or Abbreviated SOW and at all times thereafter, including amendments. Should Pfizer be exposed to patient identifiable health information despite Participant's effort to de-identify any such information, Pfizer agrees that there shall be no time limit on the Parties' obligation to maintain the confidentiality of patient identifiable health information, including information whose identifiers may be ascertained by the exercise of reasonable effort through investigation. Pfizer also agrees to restrict the use and disclosure of any individually identifiable health information to its employees, contractors, subcontractors, collaborators and agents who must have access to that information in order directly to support or facilitate the corresponding Research Program.

(e) To the best of its knowledge, Participant has and during the Term of the corresponding Statement of Work will have: i) legal right and title to human blood or tissue samples that are its Provided Material and ii) the legal right to provide these, and the data derived therefrom, to Pfizer. Participant represents that it has complied and during the Term will comply with all applicable Law and that it has obtained all required governmental permits, licenses and authorizations in the collection and handling of such Provided Material. Participant also represents that (a) proper approval from an Institutional Review Board ("IRB"), in accordance with federal and applicable state and local laws and regulations which address protection of human subjects in research, including 45 C.F.R part 46, was and will be granted for Participant to obtain such Provided Material and use it in collaboration with a third party, and (b) proper IRB-approved informed consent forms compliant with applicable Law have been and will be signed and obtained from relevant parties in connection with the collection of all Provided Material from human subjects and the use of the Provided Materials, as well as data derived therefrom, by Participant in collaboration with a third party. Uses of such Provided Material described in the corresponding Statement of Work or

Abbreviated SOW are within the scope of and consistent with Participant's ethical approval policies, the informed consent documents, and the IRB's approval.

3.13.2. Permitted Use of Provided Materials. The Party receiving Provided Materials shall use the Provided Materials solely in connection with conducting the activities specified in the applicable Statement of Work during the applicable Research Term (the "**Permitted Activities**"). Without limiting the generality of the foregoing, except in the performance of the Permitted Activities, such Party shall not (a) reverse engineer or attempt to determine the chemical structure, make-up, or sequence of, or determine the chemical or biological properties of, or make or attempt to make any analogues, progeny or derivatives of, or modifications to, the Provided Materials or (b) use the Provided Materials for its own benefit or with or for the benefit of any Third Party. Further, such Party shall not administer any Provided Material to any human unless permitted to do so under the terms of any Statement of Work. Such Party shall comply with all Laws applicable to the handling and use of the Provided Materials. Such Party shall retain possession over the Provided Materials and shall not supply any Provided Materials to any of its Affiliates or to any Third Party without the prior written consent of an authorized representative of the Providing Party (which consent may be withheld in the Providing Party's sole discretion), except as permitted pursuant to Section 8.4.5 for distribution of Provided Materials that are included in a Publication in accordance with Sections 8.4.3 and 8.4.4.

3.13.3. Unauthorized Use of Provided Materials. If the Party receiving Provided Materials ("**Recipient**") uses such Materials in any manner other than in the performance of the Permitted Activities, then the Recipient shall fully and promptly disclose in writing all Patent Rights, inventions, Materials and other Know-How resulting from such unauthorized use and grant the Providing Party (a) an exclusive, irrevocable, perpetual, royalty-free, fully paid-up, worldwide license to Recipient's interest in any and all Materials and patentable inventions resulting from such unauthorized use, with the right to grant sublicenses, and (b) a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up, worldwide license, with the right to grant sublicenses, to Recipient's interest in any and all other Know-how resulting from such unauthorized use, whether patentable or not. The Recipient further agrees to cooperate with the Providing Party to execute and deliver any and all documents that the Providing Party deems reasonably necessary to perfect and enforce the Providing Party's rights under this Section 3.13.3. With respect to any license(s) granted pursuant to the terms of this Section 3.13.3, upon written request of the Recipient to the Providing Party, the Parties shall discuss in good faith for up to ninety (90) days a potential grant to the Recipient of the right to use the licensed intellectual property solely for internal research purposes; provided however that neither Party shall be obligated to enter into any such grant of rights and neither Party shall have any liability to the other for failure to do so.

3.13.4. Title to Provided Materials. All right, title and interest in and to the Provided Materials shall remain the sole and exclusive property of the Providing Party notwithstanding the transfer to and use by the other Party of the same.

3.13.5. Return of Provided Materials. At the end of the Research Term for the applicable Research Program (or such earlier time as the Providing Party may request in writing), the Recipient shall either destroy or return to the Providing Party, at the Providing Party's sole discretion, all unused Provided Materials; subject to any option, license and other applicable terms and conditions herein. Recipient may request a non-exclusive research use license for continued use of Provided Materials, which may be granted in Providing Party's sole discretion.

3.13.6. Confidentiality. The obligations of a Party receiving Provided Materials under this Section 3.13 are in addition to, and shall in no way limit, its obligations under Section 8.

4. PRODUCT DEVELOPMENT AND COMMERCIALIZATION.

4.1. General. Subject to Pfizer exercising the Clinical Probe IP Option with respect to a specific Research Program, Pfizer shall have: (a) sole authority over and control of Pfizer's Development of Products containing one or more Clinical Probes from such Research Program; (b) sole authority over and control of filing any applications for Regulatory Approval for such Products where Pfizer, in its sole discretion, consistent with its obligations under this Agreement, determines it is commercially advantageous to do so and shall have sole responsibility for communicating with any Regulatory Authority regarding any such Regulatory Approval; (c) the exclusive right to Manufacture such Products itself or through one or more Affiliates or Third Parties selected by Pfizer; and (d) sole authority and the exclusive right to Commercialize such Products itself or through one or more Affiliates or Third Parties selected by Pfizer and shall have sole authority over and control of all matters relating to the Commercialization of such Products, including (i) pricing of Products and (ii) the negotiation of Product pricing with Regulatory Authorities and other Third Parties.

4.2. Diligence.

4.2.1. Development Diligence. Subject to Pfizer exercising the Clinical Probe IP Option with respect to a specific Research Program, Pfizer shall use Commercially Reasonable Efforts to Develop and seek Regulatory Approval for at least one Product containing one or more Clinical Probes from such Research Program in at least one indication in at least one Major Market Country. Pfizer will have no other diligence obligations with respect to the Development or Regulatory Approval of such Products under this Agreement.

4.2.2. Commercial Diligence. Subject to Pfizer exercising the Clinical Probe IP Option with respect to a specific Research Program, Pfizer shall use Commercially Reasonable Efforts to Commercialize at least one Product

containing one or more Clinical Probes from such Research Program in each Major Market Country in the Territory where Pfizer or its designated Affiliates or Sublicensees seek and receive Regulatory Approval for such Product. Pfizer will have no other diligence obligations with respect to the Commercialization of Products under this Agreement. Any efforts of Pfizer's Affiliates and Sublicensees will be deemed to be the efforts of Pfizer for purposes of satisfying the foregoing diligence requirements of Section 4.2.1 and this Section 4.2.2.

4.2.3. Alternative Diligence Obligations. Notwithstanding any provision of this Agreement to the contrary, Pfizer will be relieved of its current obligations under Section 4.2.1 and Section 4.2.2 and the Parties will engage in good faith discussions to establish alternative Development and Commercialization diligence obligations under Section 4.2.1 and Section 4.2.2 for (i) an alternative clinical indication for a Product with respect to the relevant Research Program, or (ii) an alternative Product with respect to the relevant Research Program, if:

(a) Pfizer or Participant receives or generates any safety, tolerability or other data indicating or signaling, as measured by Pfizer's safety and efficacy evaluation criteria and methodology, that a Product has or would have an unacceptable risk-benefit profile or is otherwise not suitable for initiation or continuation of Clinical Trials; or

(b) Pfizer or Participant receives any notice, correspondence or other information that indicates that a Product is unlikely to receive Regulatory Approval.

4.2.4. Diligence for Participant Program IP. If Pfizer exercises the Participant Program IP Option to obtain an exclusive license to Program Patent Rights with respect to a specific Research Program, Pfizer shall use Commercially Reasonable Efforts to Develop and seek Regulatory Approval for at least one product covered by or using Participant Program IP in at least one indication in at least one Major Market Country. In such case, the Parties will meet in good faith to develop and set forth in writing estimated Development and Commercialization timelines for such Development and Regulatory Approval in connection with the Standard Form License Agreement to be executed by the Parties. Notwithstanding the foregoing, Pfizer's diligence obligations shall not be cumulative, and accordingly Pfizer shall not be obligated to use Commercially Reasonable Efforts to Develop and seek Regulatory Approval for more than one product if it licenses both Participant Program IP and Clinical Probe IP with respect to a specific Research Program.

4.2.5. Remedies for Breach of Pfizer Diligence Obligations. In the event that (a) Pfizer materially breaches any of its obligations under Section 4.2.1, Section 4.2.2 or Section 4.2.4 with respect to a specific Research Program and begins good faith efforts but fails to remedy such breach within ninety (90) days of Pfizer's receipt of notice of such breach from Participant, or (b) the Parties are

unable to agree upon alternative diligence obligations, Participant may elect to convert an exclusive license granted to Pfizer upon exercise of the corresponding Clinical Probe IP Option or Participant Program IP Option with respect to a Product in a given country in the Territory into a non-exclusive license with the right to grant sublicenses, but only to the extent that such Product in such country is directly and adversely impacted by such uncured material breach. However, if Pfizer has terminated its Development or Commercialization efforts with respect to the applicable product in such country, or cannot or does not begin good faith efforts to remedy the breach within ninety (90) days of notice thereof, Participant may terminate the license in such country. Participant acknowledges and agrees that the elections set forth in this Section 4.2.5 have been negotiated by the Parties to fully address any harm that Participant may incur as a result of Pfizer's material breach of any of its obligations under Section 4.2.1, Section 4.2.2 or Section 4.2.4, and (b) constitute Participant's sole and exclusive remedy with respect to any breach by Pfizer of its obligations thereunder.

4.2.6. Progress Reporting. Following Pfizer's exercise of the Clinical Probe IP Option with respect to a specific Research Program, Pfizer shall provide Participant with annual written reports summarizing Pfizer's activities to Develop and Commercialize a Product containing one or more Clinical Probes from such Research Program. In addition, the Parties will meet in good faith to develop and set forth in writing estimated Development and Commercialization timelines for such Product in connection with the Standard Form License Agreement to be executed by the Parties. Any information or written report provided by Pfizer to Participant pursuant to this Section 4.2.6 shall be deemed to be Pfizer's Confidential Information and subject to the provisions of Section 8.

5. LICENSE AND OPTION GRANTS.

5.1. Non-Exclusive Licenses to Perform the Research Program(s).

5.1.1. To Participant. With respect to each Research Program, during the corresponding Research Term, Pfizer hereby grants to Participant a non-exclusive, royalty-free, fully paid-up license in the Territory, with no right to grant sublicenses (except to an Affiliate or authorized subcontractor pursuant to Section 3.8), under the Pfizer Program IP with respect to such Research Program and the Pfizer Related IP solely to the extent necessary to perform Participant's obligations under this Agreement in accordance with such Research Program.

5.1.2. To Pfizer. With respect to each Research Program, during the corresponding Research Term, Participant hereby grants to Pfizer a non-exclusive, royalty-free, fully paid-up license in the Territory, with no right to grant sublicenses (except to an Affiliate or authorized subcontractor pursuant to Section 3.8), under the Participant Program IP with respect to such Research Program and the Participant Related IP solely to the extent necessary to perform Pfizer's obligations under this Agreement in accordance with such Research Program.

5.2. Option Grants.

5.2.1. Clinical Probe IP Option.

(a) With respect to each Research Program, Participant hereby grants to Pfizer an exclusive option (the "**Clinical Probe IP Option**") to acquire (i) an exclusive license, with the right to grant sublicenses, under the Participant Related Patent Rights and Participant's interest in the Clinical Probe Patent Rights, and (ii) a non-exclusive license, with the right to grant sublicenses, under the Participant Related Know-How and Participant's interest in the Clinical Probe Know-How, to use, have used, Develop, have Developed, Manufacture, have Manufactured, Commercialize and have Commercialized Clinical Probes and Products in the Territory. The exclusive license granted upon exercise of such Clinical Probe IP Option shall be exclusive even as to Participant, except as otherwise expressly provided in Section 5.2.4 or the Standard Form License Agreement. Such license shall be in the form of, and subject to the applicable terms and conditions set forth in, the Standard Form License Agreement.

(b) The Clinical Probe IP Option with respect to a specific Research Program may be exercised by Pfizer at any time during the Research Term for such Research Program, and for one (1) year thereafter (the "**Clinical Probe IP Option Period**"). During the Clinical Probe IP Option Period, Participant: (i) shall not license to any Third Party on any basis, exclusively or otherwise, any Participant Related Patent Rights or Participant's interest in any Clinical Probe IP subject to such Clinical Probe IP Option; (ii) shall not license or otherwise make available to any Third Party on an exclusive basis any Participant Related Know-How; (iii) shall use Participant Related Patent Rights and Participant's interest in Clinical Probe IP subject to such Clinical Probe IP Option solely (A) in the Research Program or (B) for non-commercial internal research (not including any non-commercial research undertaken in whole or part for the benefit of any for-profit entity other than Pfizer or a Pfizer Affiliate); and (iv) shall not make available to any Third Party any Participant Related Patent Rights or Participant's interest in any Clinical Probe IP subject to such Clinical Probe IP Option (except that unpublished, non-patentable Clinical Probe Know-How may be made available on a confidential basis solely for non-commercial internal research use by other academic and/or non-profit institutions that have agreed to be bound by the same restrictions as applicable to Participant hereunder). Notwithstanding the foregoing, the above restrictions with respect to Participant Related IP shall apply only if Pfizer in its sole discretion agrees to and does pay reasonable patent-related expenses for Participant Related IP during the Research Term, after Participant has offered Pfizer an opportunity to do so by providing Pfizer with prompt notice thereof, including the amount of incurred and anticipated expenses. If Pfizer decides to pay such patent-related expenses, the patent prosecution provisions in Section 7.2.1(d) of this Agreement and the enforcement and defense provisions in Section 7.2.2(c) shall apply. If Pfizer decides not to pay such patent-related expenses during the Research Term, the above restrictions shall not apply with respect to Participant Related IP. Rather, if Participant receives from a Third

Party a written expression of interest in a commercial license to such Participant Related IP, Participant agrees that it shall not enter into such a commercial license (exclusively or otherwise) without first notifying Pfizer in writing. Pfizer shall then have the right of first negotiation for a commercial license to such Related IP, which right may be exercised by written notice to Participant within thirty (30) days of such notification. If Pfizer invokes such right, Participant and Pfizer shall conduct good faith exclusive negotiations for thirty (30) days with respect to the grant of such license on mutually acceptable financial terms. Upon reaching agreement, the Parties shall enter into a Standard Form License Agreement with respect to such Participant Related IP. If the Parties fail to reach agreement, Participant may license such Related IP to a Third Party without any obligations to Pfizer with respect to licensing to Pfizer such Related IP.

(c) If the Proof of Mechanism study results are inconclusive, as reasonably determined by the Steering Committee, then Pfizer may request, and Steering Committee in its sole discretion may grant, an extension of the Statement of Work for such Research Program to allow such Development activities for up to one additional year for the purpose of Development efforts designed to conclusively establish Proof of Mechanism.

5.2.2. Participant Program IP Option.

(a) With respect to each Research Program, Participant hereby grants to Pfizer an exclusive option (the "**Participant Program IP Option**") to acquire, (i) at Pfizer's election, a non-exclusive or exclusive license, with the right to grant sublicenses, under the Participant Program Patent Rights, (ii) an exclusive license, with the right to grant sublicenses, to Participant's interest in the Joint Program Patent Rights, and (iii) a non-exclusive license, with the right to grant sublicenses, under the Participant Program Know-How and Participant's interest in the Joint Program Know-How, to use, have used, Develop, have Developed, Manufacture, have Manufactured, Commercialize and have Commercialized products intended for use in the Field in the Territory. Any exclusive license granted upon exercise of such Participant Program IP Option shall be exclusive even as to Participant, except as otherwise expressly provided in Section 5.2.4 ("Retained Rights") and the Standard Form License Agreement. Such license shall be in the form of, and subject to the applicable terms and conditions set forth in, the Standard Form License Agreement.

(b) The Participant Program IP Option with respect to a specific Research Program may be exercised by Pfizer at any time during the Research Term for such Research Program and for ninety (90) days thereafter (the "**Participant Program IP Option Period**"). During the Participant Program IP Option Period, Participant (i) shall not license or otherwise make available to any Third Party on any basis, exclusively or otherwise, any Participant Program Patent Rights or Participant's interest in any Joint Program IP subject to such Participant Program IP Option; (ii) shall not license or otherwise make available to any Third Party on an exclusive basis any Participant Program Know-How; (iii)

shall use Participant Program Patent Rights and Participant's interest in Joint Program IP subject to such Participant Program IP Option solely (A) in the Research Program or (B) for non-commercial internal research (not including any non-commercial research undertaken in whole or part for the benefit of any for-profit entity other than Pfizer or a Pfizer Affiliate); and (iv) shall not make available to any Third Party any Participant Program IP or Participant's interest in any Joint Program IP subject to such Participant Program IP Option (except that unpublished Participant Program Know-How may be made available solely for non-commercial internal research use by other academic or non-profit institutions that have agreed to be bound by the same restrictions as applicable to Participant under this Section 5.2.2(b)).

5.2.3. Option Exercise. If Pfizer wishes to exercise the Clinical Probe IP Option and/or the Participant Program IP Option with respect to a specific Research Program, Pfizer shall provide Participant with written notice to Participant's designated official as provided in Section 12.3 (an "**Option Exercise Notice**") during the corresponding Clinical Probe IP Option Period or Participant Program IP Option Period, as applicable, of an election to so exercise such option(s), which notice shall identify the applicable Research Program. Promptly (and in any event within twenty (20) Business Days, subject to Section 5.2.1) following proper delivery of an Option Exercise Notice, each Party shall negotiate in good faith to promptly agree upon financial terms including milestone and royalty payments that are consistent with Exhibit D and Section 6.2.1 with respect to Products covered by Clinical Probe IP, and to be negotiated in good faith consistent with Section 6.2.1 with respect to products covered by Participant Program IP, Joint Program IP and Participant Related IP. In addition, the Parties shall promptly execute and deliver a Standard Form License Agreement, which Standard Form License Agreement template including all non-financial terms will have been subjected to prior review and approval by both Parties and will be appended to this Agreement as Exhibit A once the terms have been agreed upon by the Parties after the Effective Date. The first draft of the Research Program-specific Standard Form License Agreement will be prepared by Pfizer, to reflect the license(s) granted in connection with the exercise of such option(s), and set forth the Field and corresponding milestone and royalty payments in accordance with Section 6.2. and as agreed by the Parties. Thereafter the parties will negotiate to reach agreement upon final license terms. For the avoidance of doubt, with respect to a specific Research Program, Pfizer may elect to exercise (a) the Clinical Probe IP Option alone, (b) the Participant Program IP Option alone or (c) both the Clinical Probe IP Option and the Participant Program IP Option (concurrently or at separate times in accordance with their respective exercise periods).

5.2.4. Retained Rights. If Pfizer exercises any Clinical Probe IP Option or Participant Program IP Option, Participant shall retain the right for itself and any academic or non-profit institution to practice the intellectual property rights subject to the resulting license(s) solely for internal, non-commercial research purposes, provided such research is not funded by or undertaken in whole or in

part for the benefit of any for-profit entities other than Pfizer or its Affiliates, as set forth in the Standard Form License Agreement.

5.2.5. IVD Kit Commercialization and LDT Implementation. Notwithstanding any provision of this Agreement to the contrary, all exclusive licenses granted hereunder with respect to diagnostic products (i.e., any product that is useful to diagnose, detect or monitor any disease or medical condition in humans or other animals) shall be exclusive, with the right to grant sublicenses, as to IVD Kit Commercialization and shall be non-exclusive, with the right to grant sublicenses, as to the provision of testing services through an LDT Implementation.

5.2.6. Option Expiration, Extension or Termination. With respect to a specific Research Program, the Clinical Probe IP Option and the Participant Program IP Option will (a) expire after the Clinical Probe IP Option Period and the Participant Program IP Option Period, respectively, if such option has not been exercised by Pfizer, in accordance with Section 5.2.3, during the applicable period, or (b) terminate after Pfizer has, in its sole discretion, agreed in writing that the Clinical Probe IP Option and/or the Participant Program IP Option have been terminated. Notwithstanding the foregoing, if Pfizer or the Steering Committee terminates a specific Research Program, the Steering Committee may, upon Pfizer's written request, approve a one year extension of the Clinical Probe IP Option and/or the Participant Program IP Option so long as Pfizer agrees to use Commercially Reasonable Efforts to advance Development of a Clinical Probe or product as determined by the Steering Committee. If the Clinical Probe IP Option and/or the Participant Program IP Option with respect to a specific Research Program expires unexercised or terminates, then Participant shall have no further obligations to Pfizer with regard to commercial licensing to Pfizer of such Clinical Probe IP and/or Participant Program IP, subject to the other terms and conditions of this Agreement.

5.2.7. After (i) expiration of the Clinical Probe IP Option Period or Pfizer's written termination of the Clinical Probe Option and (ii) written request by Participant to Pfizer, Pfizer shall grant to Participant an exclusive sublicenseable commercial license to Pfizer's interest in such Clinical Probe IP, in addition to a non-exclusive license to any Pfizer Program IP, Know-How and Pfizer Related IP, to the extent necessary to use, have used, Develop, have Developed, Manufacture, have Manufactured, Commercialize and have Commercialized the Clinical Probe, on commercially reasonable terms and conditions under which Pfizer shall be paid a commercially reasonable percentage of the licensing revenues received by Participant under any such sublicenses; said percentage to be negotiated in good faith based upon current industry standards. Furthermore, Participant shall, consistent with its regular business practices, request and use Commercially Reasonable Efforts to obtain reimbursement of all applicable past patent expenses related to Patent Rights covering the sublicensed IP, field of use and territory, and shall pass through to Pfizer in full all such reimbursements actually received to the extent Pfizer covered such expenses.

Participant shall have ninety (90) days from expiration of the Clinical Probe IP Option Period or Pfizer's written termination of the Clinical Probe Option to elect to exercise its option to such exclusive commercial license. Upon exercise, each Party shall make Commercially Reasonable Efforts to negotiate in good faith to promptly agree upon terms and conditions for such commercial license(s) to Participant. Participant will be responsible for all patent costs that accrue from the date on which it elects to exercise the exclusive commercial license option. If Pfizer does not exclusively license the Clinical Probe IP and Participant does not exercise its option to an exclusive commercial license to Pfizer's interest in such Clinical Probe IP hereunder, then either party can take any compound within Clinical Probe IP into Clinical Trials solely with non-exclusive rights and interest in such Clinical Probe IP.

5.3. Non-Exclusive Unblocking Licenses. Without limiting any other license granted under this Agreement, Participant hereby grants to Pfizer and its Affiliates:

5.3.1. a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up, worldwide license, with the right to grant sublicenses, under all Participant Program IP and any Clinical Probe IP that is not jointly owned by Pfizer and Participant (pursuant to the Bayh-Dole Act or other applicable Law) to conduct research and Development activities, but not Commercialization of products covered by Participant Program Patent Rights, including the right to incorporate Participant Program IP into Pfizer Libraries for research purposes, and to have any of the foregoing performed in collaboration with or on behalf of Pfizer or its Affiliates by a Third Party; and

5.3.2. in the case of any Participant Program IP that constitutes an improvement or enhancement to, or a derivative or modification of, any Provided Material supplied by Pfizer or its Affiliates, or any method of making or using such Provided Material (including in combination with one or more additional materials, devices or agents, subject to acquiring any required licenses to Third Party Intellectual Property or Participant Related IP), a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up, worldwide license, with the right to grant sublicenses, under such Participant Program IP to conduct research, Development and Commercialization activities, including the right to incorporate such Participant Program IP into Pfizer Libraries for research purposes, and to have any of the foregoing performed in collaboration with or on behalf of Pfizer or its Affiliates by a Third Party.

5.4. Reciprocal Non-Exclusive Research Licenses for Disclosed Know-How and Confidential Information. Subject to any preexisting exclusive license grants to Third Parties, and without limiting any other license granted to either Party under this Agreement:

5.4.1. Pfizer hereby grants to Participant a non-exclusive, non-sublicenseable, irrevocable, perpetual, royalty-free, fully paid-up, worldwide license to use for all research purposes any and all Know-How other than Pfizer Provided Materials, and any and all Confidential Information, which in each case

has been disclosed to Participant by or on behalf of Pfizer during the Term, it being understood and agreed that Participant will not have any right under this Section 5.4.1 to use any such Know-How or Confidential Information in connection with the Commercialization or Manufacture of any pharmaceutical product or process, or in connection with or on behalf of any for-profit Third Parties. Notwithstanding the foregoing, the license granted in this Section 5.4.1 shall not (a) give Participant any right or license to practice under any Patent Right Controlled by Pfizer, or (b) permit Participant to make or use any Pfizer Provided Materials or Pfizer Libraries for any purpose.

5.4.2. Participant hereby grants to Pfizer a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up, worldwide license, with the right to grant sublicenses, to use for (a) all research and Development purposes, and (b) commercial purposes as necessary or useful to Commercialize products (other than a Clinical Probe) resulting from research conducted under the licenses set forth in Sections 5.3.1 and 5.3.2, any and all Know-How (other than Participant Provided Materials), and any and all Confidential Information, which in each case has been disclosed to Pfizer by or on behalf of Participant during the Term, it being understood and agreed that neither Pfizer nor any of its Affiliates will have any right under this Section 5.4.2 (except as provided in the foregoing clause (b)) to use any such Know-How or Confidential Information in connection with the Commercialization or Manufacture of any pharmaceutical product or process that did not result from such research. For the avoidance of doubt, the license granted under this Section 5.4.2: (i) includes the right to incorporate such Know-How and Confidential Information into Pfizer Libraries for research purposes, and (ii) does not give Pfizer any right or license to practice under any Patent Right Controlled by Participant.

5.5. No Implied Rights. Except as expressly provided in this Agreement, neither Party shall be deemed to have granted, by implication, estoppel or otherwise, to the other Party any right, title, license or other interest in or with respect to any intellectual property Controlled by such Party.

5.6. Section 365(n) of U.S. Bankruptcy Code. All rights and licenses now or hereafter granted by Participant to Pfizer under or pursuant to any Section of this Agreement, including Sections 5.1.2, 5.2, 5.3 and 5.4.2, are rights to "intellectual property" as defined in Section 101(35A) of Title 11 of the United States Code, as amended (such Title 11, the "**Bankruptcy Code**"). The Parties acknowledge and agree that the payments provided for under Section 6.1 and all other payments by Pfizer to Participant hereunder, other than royalty payments in accordance with Section 6.2, do not constitute royalties within the meaning of Section 365(n) of the Bankruptcy Code or relate to licenses of intellectual property hereunder.

6. PAYMENTS BY PFIZER TO PARTICIPANT.

6.1. Research Support Payments.

6.1.1. Research Funding.

(a) During the Research Term for a specific Research Program, Pfizer shall reimburse Participant for the costs of such Research Program for work to be performed by Participant as provided in the applicable Statement of Work, including, but not limited to, Post-Doc salaries and indirect costs to be calculated in accordance with the Participant's prevailing rate at the time of entering into the Statement of Work; *provided, however,* that in no event shall Pfizer be required to reimburse Participant for the services of more than two (2) Post-Docs during any year of such Research Term, unless otherwise expressly provided in the applicable Statement of Work. Except as expressly set forth in this Section 6.1.1 or in the applicable Statement of Work, Participant shall be solely responsible for all expenses it incurs in performing its obligations under each Research Program.

(b) In addition to the funding for specific Research Programs, Pfizer will pay a fee to Participant to support management of the Research Programs (the "**Management Fees**"). This fee will be negotiated in good faith and approved by the Steering Committee. The funding for Management Fees will be used by Participant to support expenses of a Participant Liaison, and a Participant management team to: (A) identify Participant investigators and activities of interest to Pfizer; (B) establish and monitor Research Programs; (C) overcome barriers to collaborations and interactions between Pfizer and Participant investigators; (D) educate faculty and Pfizer regarding programs available to support collaborative partnerships; and (E) assist in identifying appropriate Post-Doc candidates for potential work at Pfizer.

6.1.2. Reimbursement Payments. Reimbursement to be made to Participant by Pfizer pursuant to Section 6.1.1 shall be made quarterly in advance pursuant to invoices submitted by Participant to Pfizer no more often than once with respect to any Pfizer Quarter, within thirty (30) days following the beginning of each Pfizer Quarter. Payment shall be due within sixty (60) days after Pfizer receives such an invoice from Participant.

6.1.3. Audit Rights. Upon forty-five (45) days prior written request from Pfizer, Participant shall provide to the Steering Committee the relevant books and records of Participant as may be reasonably necessary to verify the accuracy of the invoices submitted to Pfizer under Section 6.1.2 regarding the performance of Participant's obligations under the Research Program, or to examine the relevant laboratory notebooks as may be reasonably necessary for Pfizer to exercise its intellectual property rights under this Agreement. An examination by the Steering Committee under this Section shall occur not more than once in any Calendar Year and shall be limited to the pertinent books and records for any Calendar Year ending not more than thirty six (36) months before the date of the request. If the Steering Committee determines that the invoices submitted to Pfizer under Section 6.1.2 were inaccurate, the Steering Committee will notify Participant of such findings and provide Participant with an opportunity to have the Steering Committee's findings further reviewed under Section 12.8.4. If the invoices are found to be inaccurate after compliance with the procedures set forth in the preceding sentence, Participant shall, at Pfizer's

sole discretion, either (a) promptly refund all excess payments to Pfizer, or (b) immediately offset all such excess payments against any outstanding or future amounts payable by Pfizer to Participant under this Agreement until Pfizer has received full credit for all such overpayments. All information of Participant that is subject to review under this Section shall be deemed to be Participant's Confidential Information and subject to the provisions of Section 8.

6.1.4. Other Funding Sources. Participant may apply for and obtain other sources of funding or facilities to support the research described in a Statement of Work if the terms and conditions of such funding or facilities use allow (a) Participant to perform all of its obligations under this Participation Agreement and all Statements of Work and to grant all of the right, title and interest in the licenses and other rights granted or to be granted to Pfizer under this Agreement, without any conflict with or breach of any provision of this Agreement, and (b) the Parties to fully enjoy all of the rights and obligations set forth in this Agreement and all Statements of Work hereunder. If Participant identifies a potential source of funding that would require provisions inconsistent with this Agreement, Pfizer and Participant will negotiate with the potential funding provider to try to reach agreement on acceptable terms for funding, provided that any proposed terms that would be inconsistent with this Agreement will be subject to the prior written approval of an authorized representative of Pfizer and become Approved Third Party Funding only upon such written approval. If such an agreement on acceptable terms cannot be reached, then any funds from such source will not constitute Approved Third Party Funding and shall not be used to support the research described in that Statement of Work. If Participant desires to apply for other sources of funding or facilities to support the research described in a Statement of Work, Participant shall give the Steering Committee prior written notice of such application, including a description in reasonable detail of the proposed terms and conditions of such arrangement, plus such additional information as may be requested by the Steering Committee in order for it to determine compliance with this Section 6.1.4.

6.2. Milestone and Royalty Payments.

6.2.1. Milestone and Royalty Rate Adjustments. If Pfizer exercises the Clinical Probe IP Option and/or the Participant Program IP Option with respect to a specific Research Program, then the consideration to be paid by Pfizer for the resulting license(s) shall (A) for Products covered by Clinical Probe IP, solely consist of milestone and royalty payments at rates consistent with Exhibit D as negotiated in good faith between the Parties, and (B) for products covered by Participant Program IP, Participant Related IP or Joint Program IP, consist of payments at rates to be negotiated by the Parties in good faith. If, upon exercise of the Clinical Probe IP Option or the Participant Program IP Option, the Parties fail to reach agreement regarding any of the foregoing payments in clauses (A) and (B) above reflecting fair market value as demonstrated in other license agreements between academic institutions and industry, the Parties shall engage in further good faith negotiations for at least thirty (30) days. If the Parties do not

reach agreement through such further negotiations, the Parties shall agree within fifteen (15) days on a nationally-recognized Third Party expert who shall enter into a confidentiality agreement with the Parties and provide an opinion within forty-five (45) days regarding the appropriate level of compensation. The expert's expenses shall be shared by the Parties on a 50-50% basis. Pfizer may either accept the expert's determination by consummating the exercise of such Clinical Probe IP Option and/or Participant Program IP Option at the recommended level of compensation, in which case the Parties shall enter into a Standard Form License Agreement, or reject the expert's determination, in which case the applicable option(s) will terminate and Pfizer will pay 100% of the expert's expenses. Further, the milestone payments and royalties for both Products covered by Clinical Probe IP and products covered by Participant Program IP, Participant Related IP or Joint Program IP shall be subject to adjustment if: (x) the applicable product is covered by Know-How but not covered by a Valid Claim within Patent Rights, (y) in the case of royalties, generic or biosimilar competition exists, or (z) in the case of royalties, combination products are Commercialized, all as set forth in greater detail in the Standard Form License Agreement. Such milestone payments and royalties shall be payable as set forth in the Standard Form License Agreement entered into by the Parties in connection with Option exercise. Except as otherwise agreed by the Parties, milestone payments and royalties shall be the sole consideration to be paid by Pfizer in connection with the exercise of such option(s) and the resulting license(s).

(a) **Milestone Payments and Royalty Rates for Clinical Probe IP**. In determining the specific milestone and royalty payments to be included in the Standard Form License Agreement for Products covered by Clinical Probe IP and products covered by Participant Program IP, Joint Program IP or Participant Related IP, the Parties shall take into account the following factors in addition to those set forth in Section 6.2.1, above:

(i) **Stage of Development**. The expected stage of development of the Product or discovery technology at the time of exercise of the applicable Clinical Probe IP Option, and the extent of further research and development required to create a commercial product;

(ii) **Estimated Market Size and Market Share**. The estimated market size and market share for the Product to be developed;

(iii) **Competition**. Expected competition for the Product to be developed;

(iv) **Profitability**. The expected gross margin of the Product to be developed;

(v) **Risk**. The expected probability of success of the Product to be developed;

(vi) **Patentability.** Expected availability and range of patent coverage; and

(vii) **Other Terms**. Ownership of patent rights.

(b) **Milestone Payments and Royalty Table**. The Parties shall determine the milestone and royalty payments to be included in the Standard Form License Agreement for Products covered by Clinical Probe IP by applying the factors described in the first paragraph of Section 6.2.1 and in Section 6.2.1(a) to the chart attached hereto as Exhibit D ("**Milestone Payments and Royalty Table**").

(c) **Other IP**. The Parties shall determine the applicable payments to be included in the Standard Form License Agreement for products covered by Participant Program IP, Joint Program IP or Participant Related IP through good faith negotiations by applying the factors described in the first paragraph of Section 6.2.1 and in Section 6.2.1(a). Pfizer or its Sublicensee shall only be obligated to pay a single royalty rate with respect to net sales of a Product covered by Participant Program IP, Joint Program IP or Participant Related IP in addition to Clinical Probe IP, which royalty rate shall be negotiated from the highest applicable range, with reasonable consideration of the class under which the most likely uses will fall.

6.3. Taxes and Withholding. It is understood and agreed between the Parties that any payments made by Pfizer under this Agreement are inclusive of any value-added or similar tax imposed upon such payments. In addition, in the event any payments made by Pfizer pursuant to this Agreement become subject to withholding taxes under the Laws of any jurisdiction or Governmental Authority, Pfizer shall deduct and withhold the amount of such taxes for the account of Participant to the extent required by applicable Laws, such amounts payable to Participant shall be reduced by the amount of taxes deducted and withheld and Pfizer shall pay the amounts of such taxes to the proper Governmental Authority in a timely manner and promptly transmit to Participant an official tax certificate or other evidence of such tax obligations together with proof of payment from the relevant Governmental Authority of all amounts deducted and withheld sufficient to enable Participant to claim such payment of taxes. Any such withholding taxes required under applicable Laws to be paid or withheld shall be an expense of, and borne solely by, Participant. Pfizer will provide Participant with reasonable assistance to enable Participant to recover such taxes as permitted by applicable Laws.

6.4. Currency. All amounts payable and calculations under this Agreement shall be in United States dollars. If, due to restrictions or prohibitions imposed by national or international authority, a given payment cannot be made as provided in this Section 6, the Parties shall consult with a view to finding a prompt and acceptable solution. If the Parties are unable to identify a mutually acceptable solution regarding such payment, then Pfizer may elect, in its sole discretion, to deliver such payment in the relevant jurisdiction and in the local currency of the relevant jurisdiction.

6.5. Method of Payment. Except as permitted pursuant to Section 6.4, each payment hereunder shall be made (i) by electronic transfer in immediately available funds via either a bank wire transfer, an ACH (automated clearing house) mechanism or any other means of electronic funds transfer, at Pfizer's election, to such bank account as the Participant shall designate in writing to Pfizer at least thirty (30) days before the payment is due, or (ii) by any other means reasonably requested by Participant and agreed to by Pfizer's Finance department.

6.6 No Guarantee of Success. Pfizer and Participant acknowledge and agree that any milestone and royalty payments proposed in this Agreement have been included on the basis that they (a) are only payable if a product is successfully Developed or Commercialized, (b) are solely intended to allocate amounts that may be achieved upon successful Development and Commercialization of a product between Pfizer, its Affiliates and Sublicensees (who will receive all product sales revenues) and Participant, (c) are not intended to be used and will not be used as a measure of damages if this Agreement is terminated for any reason, including pursuant to Pfizer's right to terminate at will, before any such success is achieved and such amounts become due, and (d) will only be triggered in accordance with the terms and conditions of this Agreement and the Standard Form License Agreement, as applicable. Pfizer and Participant further acknowledge and agree that nothing in this Agreement will be construed as representing any estimate or projection of (i) the successful Development or Commercialization of any product under this Agreement, (ii) the number of products that will or may be successfully Developed or Commercialized under this Agreement, (iii) anticipated sales or the actual value of any products that may be successfully Developed or Commercialized under this Agreement or (iv) the damages, if any, that may be payable if this Agreement is terminated for any reason. Pfizer makes no representation, warranty or covenant, either express or implied, that (A) it will successfully Develop, Manufacture, Commercialize or continue to Develop, Manufacture or Commercialize any product in any country, (B) if Commercialized, any product will achieve any particular sales level, whether in any individual country or cumulatively throughout the Territory, or (C) Pfizer will devote, or cause to be devoted, any level of diligence or resources to Developing or Commercializing any Product in any country, or in the Territory in general, other than as expressly required under Section 4.2.

7. INTELLECTUAL PROPERTY.

7.1. Ownership of Intellectual Property.

7.1.1. General. During the Term, each Party shall have an obligation to fully disclose to the other Party all Program IP in writing promptly within thirty (30) days after it becomes known to such Party. Except as otherwise set forth in this Agreement, each Party shall own all right, title and interest in and to (a) any and all Know-How (including Materials) made solely by or on behalf of employees, agents or independent contractors of such Party or any of such Party's Affiliates in connection with their authorized activities under this Agreement regardless of whether the Know-How was made at the premises of Pfizer or Participant, and (b) any and all Patent Rights claiming or covering any such Know-How. Inventorship shall be determined in accordance with United States patent Laws. Within forty-five (45) days after receipt of written disclosure of any Program IP, the Parties shall meet to evaluate and discuss whether the disclosure

is complete and sufficiently discloses an invention. If any disclosure required under this Agreement is incomplete or otherwise insufficiently discloses any invention the disclosing Party agrees to use reasonable efforts (at least equal to the efforts it would exert on its own behalf if similarly situated), to obtain a full written disclosure of such invention and assist the other Party in securing a worldwide license, with the right to grant sublicenses, to the disclosing Party's interest in any and all Patent Rights and Know-How constituting or resulting from such incomplete or otherwise insufficient disclosure.

7.1.2. Ownership of Clinical Probe IP. The Parties shall jointly own any Clinical Probe IP, except as otherwise required (i) by the Bayh-Dole Act, (ii) by any other applicable federal regulation, iii) under the terms and conditions of any Approved Third Party Funding used in a Research Program, and iv) to protect the tax-exempt status of any Participant debt financing under the Tax Reform Act of 1986. Subject to the Clinical Probe IP Option with respect to a specific Research Program (including the potential grant of an exclusive license to Pfizer upon exercise thereof) and the Parties' other rights and obligations under this Agreement, including those set forth in Section 5, each Party shall be free to exploit and assign, either itself or through the grant of licenses to Third Parties, jointly-owned Clinical Probe IP throughout the world without restriction, without the need to obtain further consent from or provide notice to the other Party, and without any duty to account or otherwise make any payment of any compensation to the other Party.

7.1.3. Ownership of Joint Program IP. The Parties shall jointly own any Joint Program IP. Subject to the Participant Program IP Option with respect to a specific Research Program (including the potential grant of an exclusive license to Pfizer upon exercise thereof) and the Parties' other rights and obligations under this Agreement, each Party shall be free to exploit and assign, either itself or through the grant of licenses to Third Parties, Joint Program IP throughout the world without restriction, without the need to obtain further consent from or provide notice to the other Party, and without any duty to account or otherwise make any payment of any compensation to the other Party.

7.1.4. Ownership of Participant Program IP. Participant shall own all right, title and interest in and to any Participant Program IP.

7.1.5. Ownership of Pfizer Program IP. Pfizer shall own all right, title and interest in and to any Pfizer Program IP.

7.1.6. Implementation. Each Party shall execute and deliver all documents and instruments reasonably requested by the other Party to evidence, file for, perfect or enforce its rights hereunder. Each Party shall make its relevant personnel (and their assignments and signatures on such documents and instruments) reasonably available to the other Party for assistance in accordance with this Section 7.1 at no charge.

7.2. Patent Rights.

7.2.1. Filing, Prosecution and Maintenance of Patent Rights.

(a) **Patent Rights within Clinical Probe IP and Joint Program IP**. During the Research Term for a specific Research Program and extending through the corresponding Clinical Probe IP Option Period in the case of Clinical Probe IP and Participant Program IP Option Period in the case of Joint Program IP, Pfizer shall have the first right, but not the obligation, to prepare, file, prosecute and maintain any Patent Right within the Clinical Probe IP and Joint Program IP with respect to such Research Program throughout the world, using patent counsel that is reasonably acceptable to Participant, at Pfizer's expense (for clarity, it is agreed that Pfizer may use internal patent counsel, filing clerks, and paralegals employed by Pfizer, for coordinating worldwide filings of such Patent Rights, for prosecution before the European and Japanese Patent Offices, and for directly instructing US outside counsel and ex-US patent agents, including by providing draft applications and responses, and that Pfizer may employ its preferred patent counsel and/or agents, including those Pfizer refers to as members of the "**Pfizer Legal Alliance**" to conduct such activities as required for US and ex-US prosecution). Pfizer shall keep Participant advised on the status of the preparation, filing, prosecution and maintenance of all patent applications included within such Patent Rights and the maintenance of any issued patents included within such Patent Rights. Further, Pfizer shall consult and reasonably cooperate with Participant with respect to the preparation, filing, prosecution and maintenance of such Patent Rights, including: (i) instructing Pfizer's counsel or agents to copy Participant on all substantive patent prosecution documents that are received from or filed with the United States Patent and Trademark Office (USPTO) and European Patent Office (EPO), using an efficient process to avoid excess cost; (ii) allowing Participant a reasonable opportunity and reasonable time to review and provide comments to Pfizer's in-house counsel regarding all relevant substantive communications to Pfizer and drafts of any responses or other proposed filings by Pfizer before any applicable filings are submitted to the USPTO or EPO; and (iii) reflecting any reasonable comments offered by Participant in any final filings submitted by Pfizer to the USPTO or EPO unless Pfizer believes doing so may delay issuance or otherwise compromise patent coverage for the Clinical Probe. In addition, upon specific request of Participant with respect to any such Patent Rights in a jurisdiction other than the USPTO and EPO, Pfizer will provide copies of relevant communications with such jurisdiction as set forth above. If Pfizer at any time declines to participate in the preparation, filing, prosecution or maintenance of any such Patent Right or pay the costs of filing, prosecuting and maintaining any such Patent Right, on an application-by-application, patent-by-patent, or country by country basis, Pfizer shall provide Participant with forty-five (45) days prior written notice to such effect, in which event (x) Pfizer shall have no responsibility with respect to the filing, prosecution or maintenance of the applicable Patent Right after the end of such forty-five (45) day period and no responsibility for any expenses incurred in connection with such Patent Right after the end of such forty-five (45) day period;

(y) Participant may elect to continue filing, prosecution or maintenance of such Patent Right, at Participant's expense, provided that unless Pfizer has declined to participate or pay as to all Patent Rights in all countries, Pfizer shall be allowed a reasonable opportunity to review and comment regarding all relevant communications and filings with any relevant patent office or Governmental Authority, and (z) any Clinical Probe IP Option and/or Participant Program IP Option with respect to such Patent Right shall immediately terminate on an application-by-application, patent-by-patent, or country-by-country basis. If Pfizer exercises the Clinical Probe IP Option and/or the Participant Program IP Option with respect to a specific Research Program, then the continued filing, prosecution and maintenance of the Patent Rights subject to the resulting license(s) shall be as set forth in the corresponding Standard Form License Agreement.

(b) **Pfizer Patent Rights**. Pfizer shall have the sole right, but no obligation, to file, prosecute and maintain the Patent Rights that it owns or to which it otherwise has Control of prosecution rights, including the Patent Rights within the Pfizer Related IP and the Pfizer Program IP, in its sole discretion.

(c) **Participant Patent Rights**. Subject to Pfizer's exercise of the Clinical Probe IP Option and/or the Participant Program IP Option, Participant shall have the sole right, but no obligation, to file, prosecute and maintain the Patent Rights that it owns or to which it otherwise has Control of prosecution rights, including the Patent Rights within the Participant Related IP and the Participant Program IP, in its sole discretion, provided that if Pfizer agrees to pay the patent-related expenses for any Participant Related Patent Rights pursuant to Section 5.2.1(b), then the provisions of Section 7.2.1(d) shall apply during the Clinical Probe IP Option Period.

(d) **Filing, Prosecution and Maintenance of Participant Related Patent Rights.** Subject to Pfizer agreeing in writing to pay the patent-related expenses for any Participant Related Patent Rights, the following shall apply to the corresponding Participant Related Patent Rights:

(i) Participant will diligently prosecute and maintain the United States and foreign patents comprising Participant Related Patent Rights using counsel of its choice. If Pfizer does not agree with Participant' choice of U.S. counsel or any foreign counsel or agent, then Participant will give to Pfizer a list in writing of three other potential counsels or agents (i.e., in different firms) to represent Participant. Pfizer will, within fifteen (15) business days, select in writing one of the three potential counsels or agents from the list provided by Participant. If Pfizer does not make a choice of one of the three counsels or agents by the end of the fifteen (15) business days then Participant may choose one of these three counsels or agents without Pfizer's mutual agreement. Participant will promptly provide Pfizer with copies of all relevant documentation (including drafts of office action responses) so that Pfizer will be

informed and apprised of the continuing prosecution and may comment upon such documentation sufficiently in advance of any initial deadline for filing a response. For clarity, prosecution and maintenance as used in this Section 7.2.1(d) includes all interferences, oppositions, reexaminations, reissues and other inter parties matters originating in a patent office.

(ii) Participant will use reasonable efforts to amend any patent application to include claims reasonably requested by Pfizer or that are reasonably necessary or useful to protect activities being conducted in the Research Program or results therefrom, including potential Clinical Probes, biomarkers or methods of making or using them. Participant will use reasonable efforts to not allow any Participant Related Patent Rights for which Pfizer is paying patent expenses pursuant to Section 5.2.1(b)(ii) of this Agreement and this Section 7.2.1(d) to lapse or become abandoned without Pfizer's prior written consent (or unless and until Pfizer fails to respond within thirty (30) days of a written notice provided by Participant to Pfizer of Participant's decision to allow the Patent Right to lapse or become abandoned), except for the filing of continuations, divisionals, or the like, which substitute for the lapsed application.

(iii) Participant will, at the request of Pfizer, file, prosecute, and maintain patent applications and patents included under Participant Related Patent Rights in the U.S. and foreign countries, if available. Pfizer must notify Participant of its decision to request Participant to file foreign counterpart patent applications no later than two (2) months prior to the PCT Chapter Two Demand deadline and no later than three (3) months prior to the National Phase filing deadline, as applicable. This notice concerning foreign filing must be in writing and must identify (as applicable) the regions or countries desired. The absence of such notice from Pfizer to Participant within the applicable time period will be considered an election by Pfizer not to request Participant to secure foreign Patent Rights on behalf of Pfizer, provided that Participant will cooperate with Pfizer in seeking to secure foreign rights in the event of a delayed notice by Pfizer. Two (2) months before the applicable PCT Chapter Two Demand deadline and three (3) months before the applicable National Phase filing deadline, but not sooner, Participant has the right to file patent applications at its own expense in any region or country Pfizer has not included in its list of desired regions or countries. Within fifteen (15) days written notice of Participant's intent to make such filing, Pfizer may agree to pay all associated expenses as set forth below. If Pfizer does not so agree, such patent applications and resulting patents, if any, shall be treated as set forth in Section 5.2.1(b)(ii) of the Agreement.

(iv) While Pfizer is paying patent-related expenses for Participant Related Patent Rights during the applicable Research Term, the following provisions will apply: (a) for any anticipated activities that are

expected to cost more than two thousand dollars (US$2,000), Participant (or its counsel) will provide to Pfizer a description of the anticipated activities and an estimate of their costs reasonably in advance of undertaking the activities, (b) Participant will cooperate with Pfizer to control expenses, including by allowing Pfizer's counsel to prepare initial drafts of applications or responses, and (c) Participant will provide to Pfizer itemized invoices (including supporting detailed documentation of all charges) promptly upon Participant's receipt of invoices from its counsel or agents.

(v) Upon a written notice of termination of the Research Program by the Steering Committee under Section 10.4 of the Agreement, Pfizer will no longer be responsible for reimbursing any expenses of Participant for the Participant Related Patent Rights except for (i) any expenses incurred within sixty (60) days from such notice for work that was initiated with Pfizer's knowledge prior to the termination notice and that cannot be stopped, reduced or delayed without Participant losing substantial rights in the Participant Related Patent Rights. Pfizer may terminate its obligation to pay patent prosecution expenses with respect to any particular patent application or patent under Participant Related Patent Rights in any or all designated countries during the Research Term upon sixty (60) days' written notice to Participant, provided that Participant will use reasonable efforts to curtail patent expenses costs chargeable to Pfizer after such written notice is received by Participant. Participant may continue prosecution and/or maintenance of such patent applications or patents at its sole discretion and expense, and such patent applications and resulting patents, if any, shall be treated as set forth in Section 5.2.1(b)(ii) of the Agreement.

7.2.2. Enforcement and Defense of Patent Rights.

(a) **Enforcement of Patent Rights within Clinical Probe IP and Joint Program IP**. Each Party will promptly notify the other in the event of any actual, potential or suspected infringement by a Third Party of an issued patent within Patent Rights constituting Clinical Probe IP, Joint Program IP, Participant Related IP or Participant Program IP. During the Research Term for a specific Research Program and extending through the corresponding Clinical Probe IP Option Period in the case of Clinical Probe IP and the Participant Program IP Option Period in the case of Joint Program IP, as between Pfizer and Participant, Pfizer shall have the first right, but no obligation, to take action to obtain a discontinuance of infringement or bring suit against a Third Party infringer of such issued patent within Patent Rights constituting Clinical Probe IP or Joint Program IP within six (6) months from the date of notice, and to join Participant as a party plaintiff subject to Participant's consent to the filing. Pfizer shall bear all the expenses of any suit brought by it claiming infringement of any such issued patent. Participant shall cooperate with Pfizer in any such suit and shall have the right to consult with Pfizer and to participate in and be represented by

independent counsel in such litigation at its own expense. If Pfizer lacks standing and Participant has standing to bring any such action, suit or proceeding, then Participant shall reasonably consider bringing such suit at the request and expense of Pfizer. Pfizer shall incur no liability to Participant as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any such issued patent invalid or unenforceable, provided that Pfizer shall not, without Participant's prior written consent, enter into any settlement or consent decree that requires any payment by or admits or imparts any other liability to Participant or admits the invalidity or unenforceability of any such patent, and each Party shall be solely responsible for sanctions attributable to such Party's sole behavior in such litigation. If, after the expiration of the six (6) month period (or, if earlier, the date upon which Pfizer provides written notice that it does not plan to bring suit), Pfizer has not obtained a discontinuance of infringement of such issued patent or filed suit against any such Third Party infringer of such patent, then Participant shall have the right, but no obligation, to bring suit against such Third Party infringer of such issued patent, provided that Participant shall bear all the expenses of such suit. Pfizer shall cooperate with Participant in any such suit for infringement brought by Participant against a Third Party (including joining as a party plaintiff subject to Pfizer's consent to the filing), and shall have the right to consult with Participant and to participate in and be represented by independent counsel in such litigation at its own expense. Participant shall incur no liability to Pfizer as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any such issued patent invalid or unenforceable, provided that Participant shall not, without Pfizer's prior written consent, enter into any settlement or consent decree that requires any payment by or admits or imparts any other liability to Pfizer or admits the invalidity or unenforceability of any such issued patent. The enforcing Party shall keep the other Party reasonably informed of all material developments in connection with any such suit. Any recoveries obtained by either Party as a result of any proceeding against a Third Party infringer under any such issued patent shall be allocated as follows:

(i) Such recovery shall first be used to reimburse each Party for all out-of-pocket litigation costs in connection with such litigation paid by that Party; and

(ii) With respect to any remaining portion of such recovery, the enforcing Party shall receive an amount equal to eighty percent (80%) of such amount, and the other Party shall receive the remaining twenty percent (20%) of such amount.

If Pfizer exercises the Clinical Probe IP Option and/or the Participant Program IP Option with respect to a specific Research Program, then the right to take action to obtain a discontinuance of infringement or bring suit against a Third Party infringing or challenging the validity or enforceability of any Patent Rights subject to the resulting license(s) shall be as set forth in the corresponding Standard Form License Agreement.

(b) **Enforcement of Pfizer Patent Rights**. Pfizer shall have the sole right, but no obligation, to take action to obtain a discontinuance of infringement or bring suit against a Third Party infringing or challenging the validity or enforceability of any Patent Rights within the Pfizer Related IP and the Pfizer Program IP.

(c) **Enforcement of Participant Patent Rights**. Subject to Pfizer's exercise of the Clinical Probe IP Option and/or the Participant Program IP Option, Participant shall have the sole right, but no obligation, at its sole expense to take action to obtain a discontinuance of infringement or bring suit against a Third Party infringing or challenging the validity or enforceability of any Patent Rights within the Participant Related IP and the Participant Program IP, provided that if Pfizer agrees to pay the patent-related expenses for any Participant Related Patent Rights pursuant to Section 5.2.1(b), then the following provisions shall apply during the Clinical Probe IP Option Period. Participant will promptly notify Pfizer in the event of any actual, potential or suspected infringement by a Third Party of an issued patent within Participant Patent Rights and shall consult with Pfizer before taking any action or bringing any suit. Participant shall use counsel reasonably acceptable to Pfizer, shall keep Pfizer reasonably informed of all material developments in connection with any such action or suit and shall consult with and use reasonable efforts to cooperate with Pfizer in any such action or suit. Participant shall incur no liability to Pfizer as a consequence of such action or suit or any unfavorable decision resulting therefrom, including any decision holding any such issued patent invalid or unenforceable, and Participant shall not, without Pfizer's prior written consent, enter into any settlement or consent decree that requires any payment by or admits or imparts any other liability to Pfizer or admits the invalidity or unenforceability of any such issued patent. Any recoveries obtained by Participant as a result of any proceeding against a Third Party infringer under any such issued patent shall be allocated as follows: (i) such recovery shall first be used to reimburse each Party for all out-of-pocket costs in connection with such action or suit paid by that Party; and (ii) with respect to any remaining portion of such recovery, Participant shall receive an amount equal to eighty percent (80%) of such amount, and Pfizer shall receive the remaining twenty percent (20%) of such amount.

7.3. Recording. If Pfizer and/or Participant deems it necessary or desirable to register or record this Agreement or evidence of this Agreement with any patent office or other appropriate Governmental Authority(ies) in one or more jurisdictions in the Territory, Participant or Pfizer, as applicable, shall reasonably cooperate to execute and deliver to Pfizer any documents accurately reflecting or evidencing this Agreement that are necessary or desirable, in Pfizer's or Participant's reasonable judgment, to complete such registration or recordation. Each Party shall reimburse the other Party for all reasonable out-of-pocket expenses, including attorneys' fees, incurred by the other Party in complying with the provisions of this Section 7.3.

8. CONFIDENTIALITY.

8.1. Confidentiality. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing, the Parties agree that, during the Term and for five (5) years thereafter, each Party (the "**Receiving Party**") receiving any Confidential Information of the other Party (the "**Disclosing Party**") hereunder shall: (a) keep the Disclosing Party's Confidential Information confidential using the same degree of care as it uses to protect its own Confidential Information of like importance, but not less than a reasonable degree of care under the circumstances; (b) not publish, or allow to be published, and shall not otherwise disclose, or permit the disclosure of, the Disclosing Party's Confidential Information in any manner not expressly authorized pursuant to the terms of this Agreement; and (c) not use, or permit to be used, the Disclosing Party's Confidential Information for any purpose other than as expressly authorized pursuant to the terms of this Agreement or a Standard Form License Agreement executed by the Parties.

8.2. Authorized Disclosure.

8.2.1. Disclosure to Party Representatives. Notwithstanding the foregoing provisions of Section 8.1, and subject to Section 5, the Receiving Party may disclose Confidential Information belonging to the Disclosing Party only to the officers, directors, managers, employees, consultants, contractors and agents of the Receiving Party, its Affiliates and its Sublicensees (collectively, "**Representatives**") who (a) are authorized to receive such information and perform the Receiving Party's obligations or exercise its rights under this Agreement, (b) have a need to know such Confidential Information in connection with the performance of the Receiving Party's obligations or the exercise of the Receiving Party's rights under this Agreement, and (c) have agreed in writing or are otherwise legally obligated to abide by non-disclosure and non-use provisions with respect to such Confidential Information that are substantially similar to those set forth in this Section 8.

8.2.2. Disclosure to Third Parties. Notwithstanding the foregoing provisions of Section 8.1, each Party may disclose Confidential Information belonging to the other Party to the extent such disclosure is reasonably necessary to:

(a) register or record this Agreement pursuant to the terms of Section 7.3;

(b) file or prosecute patent applications as contemplated by this Agreement;

(c) obtain or maintain INDs or Regulatory Approvals for any Clinical Probe or Product within the Territory;

(d) prosecute or defend litigation;

(e) respond as required by Law including, but not limited to, requests under statutes governing disclosure of records held by state-funded institutions; and

(f) respond to inquiries, requests or investigations by any Governmental Authority relating to this Agreement.

In the event a Party deems it reasonably necessary to disclose Confidential Information belonging to the other Party pursuant to this Section 8.2, such Party shall to the extent possible give reasonable advance written notice of such disclosure to the other Party and take all reasonable measures to ensure confidential treatment of such information.

8.3. SEC Filings and Other Disclosures. Notwithstanding any provision of this Agreement to the contrary, either Party may disclose the terms of this Agreement to the extent required, in the reasonable opinion of such Party's legal counsel, to comply with applicable Law, including the rules and regulations promulgated by the United States Securities and Exchange Commission or any equivalent governmental agency in any country in the Territory. Notwithstanding the foregoing, before disclosing this Agreement or any of the terms hereof pursuant to this Section 8.3, the Parties will consult with one another on the terms of this Agreement to be redacted in making any such disclosure. Further, if a Party discloses this Agreement or any of the terms hereof in accordance with this Section 8.3, such Party shall, at its own expense, seek such confidential treatment of confidential portions of this Agreement and such other terms as may be reasonably requested by the other Party.

8.4. Public Announcements; Publications.

8.4.1. Coordination. Participant and Pfizer will, from time to time and at the request of the other Party, discuss the general information and content relating to this Agreement that may be publicly disclosed, but subject to the Use of Name provision in Section 12.12; *provided*, *however*, that Pfizer shall have no obligation to consult with Participant with respect to any scientific publication or public announcement concerning Pfizer's Development, Manufacture, Commercialization or use of any Product (except as otherwise expressly set forth in Section 8.4.3 and provided that Pfizer shall not disclose any of Participant's Confidential Information in any such publication or announcement without obtaining Participant's prior written consent to do so).

8.4.2. Announcements. Except as may be expressly permitted under Section 8.3, neither Party will make any public announcement regarding this Agreement without the prior written approval of the other Party.

8.4.3. Publications. Participant, or its designated Post-Docs and/or other scientists involved in a specific Research Program, shall have the first right, but no obligation, to publish or publicly present the Research Information for that Research Program, subject to compliance with this Section 8.4.3 and the other terms and conditions of this Agreement. If Participant has not submitted a manuscript or abstract for publication or a proposed public presentation with

respect to such Research Information within one (1) year after expiration of the Research Term for such Research Program and Pfizer provides written notice to Participant that it believes a publication is warranted, then the Steering Committee shall meet to decide if there is sufficient data to support a publication. Subject to the foregoing, each Party (including its Post-Docs and other scientists involved in a Research Program) shall submit to the Steering Committee or the other Party (the "**Non-Disclosing Party**") for review any proposed academic, scientific or medical publication or public presentation which may contain the Non-Disclosing Party's Confidential Information or first publicly presents any of such Research Information (the "**Publication**") so that the Non-Disclosing Party may determine if the Publication contains the Non-Disclosing Party's Confidential Information or reveals potentially patentable Clinical Probe IP or other Program IP. Such review will be conducted for the purposes of preserving the value of the Clinical Probe IP and other Program IP and the rights granted to Pfizer hereunder, and determining whether any portion of the Publication contains the Non-Disclosing Party's Confidential Information. Upon request, any Confidential Information of the Non-Disclosing Party shall be modified or deleted from the Publication. Written copies of the Publication required to be submitted hereunder shall be submitted to the Steering Committee or Non-Disclosing Party no later than thirty (30) days before the proposed submission date for publication or presentation (the "**Review Period**"). The Non-Disclosing Party shall provide its comments with respect to the Publication within thirty (30) days of its receipt of such written copy. The Review Period may be extended for an additional sixty (60) days in the event the Non-Disclosing Party or Steering Committee can demonstrate reasonable need for such extension, including for the preparation and filing of patent applications.

8.4.4. Participant and Pfizer will each comply with standard academic practice regarding authorship of scientific publications and recognition of intellectual contributions and Materials of other parties in any publication relating to a Research Program, and will have the right to acknowledge Pfizer's support of the Research Programs.

8.4.5. Participant and Pfizer will each make Commercially Reasonable Efforts to comply with the standard requirements of a peer-reviewed journal regarding dissemination of a Provided Material for Third Party scientific research, once the Material properly has been made the subject of a publication relating to a Research Program in such journal.

9. REPRESENTATIONS.

9.1. Mutual Representations. Each of Participant and Pfizer hereby represents to the other Party that:

9.1.1. it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization;

9.1.2. the execution, delivery and performance of this Agreement by such Party has been duly authorized by all requisite action under the provisions of its charter, bylaws and other organizational documents, and does not require any action or approval by any of its shareholders or other holders of its voting securities or voting interests;

9.1.3. it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

9.1.4. it has and will have the full right, power and authority to grant all of the right, title and interest in the licenses and other rights granted or to be granted to the other Party under this Agreement; and

9.1.5 the execution, delivery and performance by such Party of this Agreement and its compliance with the terms and provisions hereof does not and will not conflict with or result in a breach of or default under any Binding Obligation existing as of the Effective Date.

9.2. Mutual Covenants. Each of Participant and Pfizer hereby covenants to the other Party that, from the Effective Date until expiration or termination of this Agreement:

9.2.1. it shall not enter into or consent to any Binding Obligation that is or would be inconsistent with its obligations under this Agreement; and

9.2.2. it shall make reasonable efforts to maintain valid and enforceable agreements, consistent with its existing policies, with all Persons acting by or on behalf of such Party under this Agreement which require such Persons to assign to such Party their entire right, title and interest in and to all Patent Rights made by such Persons in connection with their activities under this Agreement.

9.3. Representation by Legal Counsel. 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 shall exist or be implied against the Party which drafted such terms and provisions.

9.4. Disclaimer. THE FOREGOING WARRANTIES OF EACH PARTY ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY SPECIFICALLY EXCLUDED AND DISCLAIMED. In particular, the Research Information is provided by each Party on an "as-is" basis without any representation or warranty of any type, express or implied, and subject to the disclaimer above. Further, nothing contained in this Agreement shall be construed as a warranty on the part of Participant that any particular results will be achieved or inventions will be created by the Research Programs, nor that any results that are achieved or inventions that are created will be commercially exploitable or of any commercial or scientific value.

10. TERM AND TERMINATION.

10.1. Term. The term of this Agreement (the "**Term**") will commence on the Effective Date and extend, unless this Agreement is terminated earlier in accordance with this Section 10, until five (5) years after the Effective Date; provided however that, its terms and conditions shall survive and apply with respect to any unexpired and non-terminated Research Term, Clinical Probe IP Option Period and Participant Program IP Option Period, or as otherwise expressly indicated in this Agreement. For clarity, in the event this Agreement expires or is terminated, no Management Fees shall be due as of the corresponding expiration date or effective date of termination.

10.2. Termination for Cause. A Party may terminate this Agreement for cause, in its entirety or on a Research Program-by-Research Program basis, at any time during the Term, by giving written notice to the other Party in the event that such other Party commits a material breach of its obligations under this Agreement and such material breach remains uncured for ninety (90) days, measured from the date written notice of such material breach is given to such other Party; *provided, however*, that if any breach is not reasonably curable within ninety (90) days and if such other Party is making a bona fide effort to cure such breach, such termination shall be delayed for a time period to be agreed by both Parties in order to permit such other Party a reasonable period of time to cure such breach. If the alleged material breach relates to non-payment of any amount due under this Agreement, the cure period shall be tolled pending resolution of any bona fide dispute between the Parties as to whether such payment is due. Notwithstanding the foregoing, a Party shall have the right to terminate this Agreement pursuant to this Section 10.2 (a) in part with respect to an individual Research Program only if the other Party's material breach giving rise to such termination right relates to such Research Program or (b) in its entirety only if such material breach fundamentally frustrates the objectives or transactions contemplated by this Agreement taken as a whole or affects substantially all Research Programs.

10.3. Termination at Will. Pfizer may terminate this Agreement in its entirety without cause, for any or no reason, upon at least ninety (90) days written notice to Participant. Pfizer may terminate this Agreement on a Research Program-by-Research Program basis, without cause, for any or no reason upon at least thirty (30) days written notice to Participant. In the event there are no active Research Programs, Participant may terminate this Agreement in its entirety without cause, for any or no reason, upon at least ninety (90) days written notice to Pfizer.

10.4. Termination of Research Program by Steering Committee. Upon at least sixty (60) days written notice to each Party, the Steering Committee may elect to terminate a Research Program based upon: (a) the failure to satisfy any go/no-go decision points set forth in the corresponding Statement of Work, (b) a Party's good faith request to terminate the Research Program for bona fide scientific reasons, including without limitation any relevant research results published by Third Parties or separately by the Parties, or (c) any health or safety-related reasons related to the subject matter of the Research Program.

10.5. Effects of Termination.

10.5.1. General. In the event that either Party terminates this Agreement in its entirety pursuant to Section 10.2, or Pfizer terminates this Agreement in its entirety pursuant to Section 10.3, except as otherwise expressly provided herein, all Research Programs and all rights and obligations of each Party hereunder shall cease, including, except as otherwise expressly provided herein, all rights, options and licenses granted by either Party to the other Party hereunder, subject to Section 10.5.5.

10.5.2. Termination of Research Program(s). In the event that this Agreement is terminated with respect to one or more Research Programs (but not with respect to all Research Programs) by either Party pursuant to Section 10.2, by Pfizer pursuant to Section 10.3 or by the Steering Committee pursuant to Section 10.4, except as otherwise expressly provided herein, all rights and obligations of each Party hereunder with respect to terminated Research Programs shall cease, subject to Section 10.5.5, but this Agreement shall otherwise remain in full force and effect (including with respect to all Research Programs not so terminated).

10.5.3. Accrued Rights. Expiration or termination of this Agreement for any reason shall be without prejudice to any right which shall have accrued to the benefit of either Party prior to such termination, including damages arising from any breach under this Agreement. Expiration or termination of this Agreement shall not relieve either Party from any obligation which is expressly indicated to survive such expiration or termination.

10.5.4. Survival.

(a) The following sections, together with any sections that expressly survive (including any perpetual licenses granted hereunder), shall survive expiration or termination of this Agreement for any reason: 3.4, 3.8, 3.13.3, 3.13.4, 3.13.5, 5.2.6, 5.3, 5.4, 6.1.3 (only for the period set forth therein), 7.1, 8, 10.5 and 11.

(b) In the event that Pfizer terminates this Agreement pursuant to Section 10.2, in its entirety or with respect to one or more Research Programs, the Clinical Probe IP Option and the Participant Program IP Option with respect to all Research Programs subject to such termination shall survive and remain exercisable by Pfizer in accordance with Section 5.2.3 for one (1) year following the effective date of termination.

10.5.5. Transition Matters. In the event that (i) Participant terminates this Agreement pursuant to Section 10.2 or Pfizer terminates this Agreement pursuant to Section 10.3, in each case in its entirety or with respect to one or more Research Programs, or (ii) the Steering Committee terminates a Research Program pursuant to Section 10.4, Pfizer shall reimburse Participant for reasonable non-cancelable obligations properly incurred by Participant prior to the effective date of termination with respect to all Research Programs subject to

such termination, within thirty (30) days after receipt of a final invoice from Participant, provided that Participant shall use reasonable efforts to mitigate such non-cancelable obligations. Further, if (a) Participant terminates this Agreement pursuant to Section 10.2 or Pfizer terminates this Agreement pursuant to Section 10.3, in each case in its entirety or with respect to one or more Research Programs, or (b) the Steering Committee terminates a Research Program pursuant to Section 10.4, then Pfizer shall reimburse Participant for the salary commitments for any Post-Docs, who assigned to such Research Program(s) and listed in the corresponding "full" Statement of Work, for eight (8) months following such termination. For clarity, no Post-Doc salaries shall be due or paid after the termination of expiration of any Research Program that was part of an Abbreviated SOW when it expired or was terminated.

11. LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE.

11.1. No Consequential Damages. Except with respect to liability arising from a breach of Section 7 or Section 8, willful misconduct or indemnification of the other Party under this Section 11, notwithstanding anything to the contrary in this Agreement, in no event will either Party, its Affiliates, its Sublicensees or any of its, its Affiliates' or its Sublicensees' respective Representatives be liable under this Agreement for any special, indirect, incidental, consequential or punitive damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including loss of profits or revenue suffered by either Party or any of its respective Affiliates or Representatives.

11.2. Indemnification by Pfizer. Pfizer will indemnify, defend and hold harmless Participant, its Affiliates and their respective employees, trustees, medical and professional staff, officers, directors and agents (each, a "**Participant Indemnified Party**") from and against any and all liability, loss, expense, actions, suits, claims, demands, judgments or prosecutions ("**Claims**") that may be brought or instituted against Participant and/or any other Participant Indemnified Party, in proportion to and to the extent that such Claims are based on, resulting from, or arising out of (a) the use or misuse by or through Pfizer of Intellectual Property obtained hereunder or licensed by, under the authority or on behalf of Participant to Pfizer pursuant to Sections 3.13.2, 3.13.5, 5.1.2 (solely as to misuse), 5.3, 5.4.2 or otherwise (other than Claims by any Participant Indemnified Party), or (b) the material breach by Pfizer of any of its material representations, warranties or covenants set forth in this Agreement, except, in each case, to the extent that (i) Participant is required to indemnify Pfizer for such Claims pursuant to Section 11.3, or (ii) such Claims are caused by or result from the negligence or willful misconduct of Participant or any Participant Indemnified Party. In the event that the Parties dispute whether Section 11.2(i) or (ii) apply to a particular Claim, the Parties agree that such dispute will be resolved in accordance with Section 12.8.

11.3. Indemnification by Participant. Participant will indemnify, defend and hold harmless Pfizer, its Affiliates, its Sublicensees and their respective employees, officers, directors and agents (each, a "**Pfizer Indemnified Party**") from and against any and all Claims that may be brought or instituted against Pfizer and/or any other Pfizer Indemnified Party, in proportion to and to the extent that such Claims are based on, resulting from, or arising out of (a) the use or misuse by or through Participant of Intellectual Property obtained hereunder or licensed by,

under the authority or on behalf of Pfizer to Participant pursuant to Sections 3.13.2, 3.13.5, 5.1.1 (solely as to misuse), 5.4.1 or otherwise (other than Claims by any Pfizer Indemnified Party), or (b) the material breach by Participant of any of its material representations, warranties or covenants set forth in this Agreement, except, in each case, to the extent that (i) Pfizer is required to indemnify Participant for such Claims pursuant to Section 11.2, or (ii) such Claims are caused by or result from the negligence or willful misconduct of Pfizer or any Pfizer Indemnified Party. In the event that the Parties dispute whether Section 11.3(i) or (ii) apply to a particular Claim, the Parties agree that such dispute will be resolved in accordance with Section 12.8.

11.4. Procedure - Indemnification.

11.4.1. Notice. Each Party will notify the other Party in writing in the event it becomes aware of a claim for which indemnification may be sought hereunder. In the event that any Third Party asserts a claim or other proceeding (including any governmental investigation) with respect to any matter for which a Party (the "**Indemnified Party**") is entitled to indemnification hereunder (a "**Third Party Claim**"), the Indemnified Party shall promptly notify the Party obligated to indemnify the Indemnified Party (the "**Indemnifying Party**") thereof; *provided, however*, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then only to the extent that) the Indemnifying Party is prejudiced thereby.

11.4.2. Control. Subject to Pfizer's right to control certain actions described in Section 7.2.2 (even where Participant is the Indemnifying Party), the Indemnifying Party shall have the right, exercisable by notice to the Indemnified Party within ten (10) Business Days after receipt of notice from the Indemnified Party of the commencement of or assertion of any Third Party Claim, to assume direction and control of the defense, litigation, settlement, appeal or other disposition of the Third Party Claim (including the right to settle the claim solely for monetary consideration) with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party; provided that (a) the Indemnifying Party has sufficient financial resources, in the reasonable judgment of the Indemnified Party, to satisfy the amount of any adverse monetary judgment that is sought, (b) the Third Party Claim seeks solely monetary damages and (c) the Indemnifying Party expressly agrees in writing that as between the Indemnifying Party and the Indemnified Party, the Indemnifying Party shall be solely obligated to satisfy and discharge the Third Party Claim in full (the conditions set forth in clauses (a), (b) and (c) above are collectively referred to as the "**Litigation Conditions**"). Within ten (10) Business Days after the Indemnifying Party has given notice to the Indemnified Party of its exercise of its right to defend a Third Party Claim, the Indemnified Party shall give notice to the Indemnifying Party of any objection thereto based upon the Litigation Conditions. If the Indemnified Party reasonably so objects, the Indemnified Party shall continue to defend the Third Party Claim, at the expense of the Indemnifying Party, until such time as such objection is withdrawn. If no such notice is given, or if any such objection is withdrawn, the Indemnifying Party shall be entitled, at

its sole cost and expense, to assume direction and control of such defense, with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party. During such time as the Indemnifying Party is controlling the defense of such Third Party Claim, the Indemnified Party shall cooperate, and shall cause its Affiliates and agents to cooperate upon request of the Indemnifying Party, in the defense or prosecution of the Third Party Claim, including by furnishing such records, information and testimony and attending such conferences, discovery proceedings, hearings, trials or appeals as may reasonably be requested by the Indemnifying Party. In the event that the Indemnifying Party does not satisfy the Litigation Conditions or does not notify the Indemnified Party of the Indemnifying Party's intent to defend any Third Party Claim within ten (10) Business Days after notice thereof, the Indemnified Party may (without further notice to the Indemnifying Party) undertake the defense thereof with counsel of its choice and at the Indemnifying Party's expense (including reasonable, out-of-pocket attorneys' fees and costs and expenses of enforcement or defense). The Indemnifying Party or the Indemnified Party, as the case may be, shall have the right to join in (including the right to conduct discovery, interview and examine witnesses and participate in all settlement conferences), but not control, at its own expense, the defense of any Third Party Claim that the other Party is defending as provided in this Agreement.

11.4.3. Settlement. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, enter into any compromise or settlement that commits the Indemnified Party to take, or to forbear to take, any action. The Indemnified Party shall have the sole and exclusive right to settle any Third Party Claim, on such terms and conditions as it deems reasonably appropriate, to the extent such Third Party Claim involves equitable or other non-monetary relief, but shall not have the right to settle such Third Party Claim to the extent such Third Party Claim involves monetary damages without the prior written consent of the Indemnifying Party. Each of the Indemnifying Party and the Indemnified Party shall not make any admission of liability in respect of any Third Party Claim without the prior written consent of the other Party, and the Indemnified Party shall use reasonable efforts to mitigate Liabilities arising from such Third Party Claim.

11.5. Insurance. During the term of any licenses pursuant to Sections 3.13.5, 5.1.2, 5.3 and 5.4.2, Pfizer will procure and maintain insurance policies for, or will self-insure sufficiently to provide, the following types of coverage with respect to personal injury, bodily injury and property damage arising out of Pfizer's performance under these licenses: comprehensive general liability, including broad form and contractual liability, in a minimum amount of $5,000,000 combined single limit per occurrence and in the aggregate. Participant may review periodically the adequacy of the minimum amounts of insurance for each type of coverage required by this Section, and Participant reserves the right to reasonably require Pfizer to adjust the limits accordingly. The required minimum amounts of insurance do not constitute a limitation on Pfizer's liability or indemnification obligations to Participant under this Agreement.

12. MISCELLANEOUS.

12.1. Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned by either Party, without the prior written consent of the other Party, except as follows: (a) a Party, without the other Party's consent, may make an assignment of its entire interest in this Agreement to a successor to all or substantially all of the business or assets of such Party to which this Agreement relates, whether by merger, sale of stock, sale of assets or other transaction, and (b) Pfizer, without Participant's consent, may make an assignment of its entire interest in this Agreement, or of any interest hereunder, to an Affiliate of Pfizer for so long as such Person remains an Affiliate. Each Party shall promptly notify the other Party of any assignment or transfer under the provisions of this Section 12.1. This Agreement shall be binding upon the successors and permitted assigns of the Parties and the name of a Party appearing herein shall be deemed to include the names of such Party's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement. Any assignment not in accordance with this Section 12.1 shall be void.

12.2. Force Majeure. Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by Force Majeure (defined below) and the nonperforming Party promptly provides notice of the prevention to the other Party. Such excuse shall be continued so long as the condition constituting force majeure continues and the nonperforming Party makes Commercially Reasonable Efforts to remove the condition. For purposes of this Agreement, "**Force Majeure**" shall mean conditions beyond the control of the Parties, including an act of God, act of terrorism, voluntary or involuntary compliance with any Law or order of any government, war, civil commotion, labor strike or lock-out, epidemic, failure or default of public utilities or common carriers or destruction of production facilities or materials by fire, earthquake, storm or like catastrophe.

12.3. Notices. Notices given in accordance with this Section 12.3 will be effective upon the earlier of (i) receipt by the party to which notice was provided, or (ii) the fifth business day after mailing. Breach of contract notices must specify in detail the nature of the breach and the remedy requested by the party giving notice. Notices to a party must be sent to the address and number specified below in the manner stated. If a party wishes to change its address for notices, the change will become effective only on the date specified in such notice or 60 days after the new address was provided, whichever is later. Rejection or inability to deliver a notice because of a change in address for which no or insufficient notice was given will be deemed to be receipt of the notice as of the date of such rejection or inability to deliver.

If to PFIZER: Notices must be provided to contractnotices@pfizer.com by email and be supplemented by one of the following methods: (a) personal delivery; (b) first class certified mail with return receipt requested, (c) next-day delivery by major international courier, with confirmation of delivery; or (d) facsimile transmission, with confirmed receipt by the receiving party. Addresses for notice to Pfizer:

Pfizer, Inc.
235 East 42nd Street
New York, NY 10017
Attn: R&DBD Contract Notice and
Attn: Chief R&D Counsel

with a copy to:

Pfizer Inc.
3 Blackfan Circle
18th Floor
Boston, MA 02115
Attention: Anthony J. Coyle, Ph.D.
Sr. Vice President and CSO, CTI
and an electronic copy to: contractnotices@pfizer.com

If to Participant: Any notices permitted or required pursuant to this Agreement shall be deemed effective if made in writing and sent, postage prepaid, return receipt requested, or by overnight delivery addressed as follows:

Office of Technology Management
Attention: Director
Washington University in St. Louis
660 South Euclid Avenue, Campus Box 8013
St. Louis, MO 63110

With a copy to:

Melanie M. Roewe
Executive Director for Contracts, JORA
Washington University
Campus Box 1054
One Brookings Drive
St. Louis, MO 63130

12.4. Amendment. No amendment, modification or supplement of any provision of this Agreement shall be valid or effective unless made in writing and signed by a duly authorized officer of each Party.

12.5. Waiver. No provision of this Agreement shall be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving Party. The waiver by either of the Parties of any breach of any provision hereof by the other Party shall not be construed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself.

12.6. Severability. If any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Agreement, as it is the intent of the Parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed substituted therefor such provision as

will most nearly carry out the intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law.

12.7. Descriptive Headings. The descriptive headings of this Agreement are for convenience only and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

12.8. Dispute Resolution. If any dispute or disagreement arises between Pfizer and Participant in respect of this Agreement, they shall follow the following procedures in an attempt to resolve the dispute or disagreement:

12.8.1. The Party claiming that such a dispute exists shall give notice in writing ("**Notice of Dispute**") to the other Party of the nature of the dispute.

12.8.2. Within fourteen (14) days of receipt of a Notice of Dispute, the Pfizer Liaison and the Participant Liaison shall meet in person or by teleconference and exchange written summaries reflecting, in reasonable detail, the nature and extent of the dispute, and at this meeting they shall use their reasonable endeavors to resolve the dispute.

12.8.3. If the Liaisons are unable to resolve the dispute during the meeting described in Section 12.8.2 or if for any reason such meeting does not take place within the period specified in Section 12.8.2, then the dispute will be referred to the Steering Committee which shall meet no later than thirty (30) days following the initial receipt of the Notice of Dispute and use reasonable endeavors to resolve the dispute.

12.8.4. If the Steering Committee is unable to resolve the dispute during the meeting described in Section 12.8.3 or if for any reason such meeting does not take place within the period specified in Section 12.8.3 or otherwise agreed to in writing, then the Head of BioTherapeutics Research & Development of Pfizer, or his designee, and the Director, Office of Technology Management of Participant shall meet at a mutually agreed-upon time and location for the purpose of resolving such dispute.

12.8.5. If, within a further period of thirty (30) days, or if in any event within ninety (90) days of initial receipt of the Notice of Dispute, whichever is shorter, the dispute has not been resolved, or if, for any reason, the meeting described in Section 12.8.4 has not been held within ninety (90) days of initial receipt of the Notice of Dispute, then the Parties agree that either Party may initiate litigation to resolve the dispute.

Notwithstanding any provision of this Agreement to the contrary, either Party may immediately initiate litigation in any court of competent jurisdiction seeking any remedy at Law or in equity, including the issuance of a preliminary, temporary or permanent injunction, to preserve or enforce its rights under Section 5, Section 7 or Section 8 of this Agreement. The provisions of

this Section 12.8 will survive for five (5) years from the date of termination or expiration of this Agreement.

12.9. Governing Law. This Agreement, and all claims arising under or in connection therewith, shall be governed by and interpreted in accordance with the substantive Laws of the State of New York, without regard to conflict of Law principles thereof.

12.10. Entire Agreement. This Agreement, including its Exhibits, constitutes and contains the complete, final and exclusive understanding and agreement of the Parties and cancels and supersedes any and all prior negotiations, correspondence, understandings and agreements, whether oral or written, between the Parties respecting the subject matter hereof and thereof.

12.11. Independent Contractors. Both Parties are independent contractors under this Agreement. Nothing herein contained shall be deemed to create an employment, agency, joint venture or partnership relationship between the Parties or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.

12.12. Use of Name. Each Party agrees that it will not use the name or logo of the other Party or any of its Affiliates, or any of its respective trustees, directors, officers, staff members, employees, students or agents in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written approval of the Party or individual whose name or logo is to be used. In the case of Participant, such approval is to be given by the Office of Public Affairs.

12.13. Export Controls. Program IP, Research Information and Confidential Information, as well as Products resulting therefrom, may be subject to U.S. Laws relating to export control and trade sanctions, including but not limited to the U.S. Export Administration Act and Export Administration regulations, International Traffic in Arms Regulations, Laws implemented by the Office of Foreign Assets Control at the U.S. Department of Treasury, and export and/or import Laws of other countries. Pfizer and Participant each agree to comply with all such Laws, as applicable. Notwithstanding the foregoing, Pfizer understands that Participant intends to conduct the Research Programs as fundamental research under the export regulations, and that Participant is an institution of higher education with foreign students, employees and visitors. Accordingly, the Parties agree that Pfizer shall make Commercially Reasonable Efforts to not transfer any export-controlled data to Participant.

12.14. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be an original and both of which shall constitute together the same document. Counterparts may be signed and delivered by facsimile or PDF file, each of which shall be binding when received by the applicable Party.

12.15. No Third Party Rights or Obligations. Except as otherwise expressly provided herein, no provision of this Agreement shall be deemed or construed in any way to result in the

creation of any rights or obligation in any Person not a Party to this Agreement. However, Pfizer may decide, in its sole discretion, to use one or more of its Affiliates to perform its obligations and duties hereunder, provided that Pfizer shall remain liable hereunder for the performance by any such Affiliates of any such obligations.

12.16. Further Actions. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

12.17. Background IP. Except for the rights expressly granted herein, nothing in this Agreement shall be construed as conferring upon any Party by implication, estoppel or otherwise any additional rights, including, but not limited to, any additional rights in or to confidential information, intellectual property or inventions of the other Party.

12.18. Applicable Laws. The terms and conditions of this Agreement and any obligations of the Parties thereto, shall be subject to any applicable requirements of Law; including but not limited to (i) the Bayh-Dole Act and (ii) the Tax Reform Act of 1986 (with respect to maintaining the tax-exempt status of Participant).

12.19. MEALS. Consistent with Pfizer and Participant policies and state laws, Pfizer may cover and/or reimburse reasonable meal expenses that are necessarily incurred in the course of activities related to bona fide research or development conducted pursuant to this Agreement. Such provision for meal expenses may include, but is not limited to, meals provided in connection with meetings that, from time to time, Pfizer may request or require Participant employees and other personnel to attend.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have duly executed this Agreement as of the Effective Date.

PFIZER INC.	WASHINGTON UNIVERSITY
By: _____	By: _____
Name: Anthony J Coyle	Name: Jennifer Lodge
Title: SVP / CSO	Title: Vice Chancellor for Research

EXHIBIT A

Standard Form License Agreement
(To be attached after the Parties agree on the terms.)

EXHIBIT B

Statement of Work No. [__]

This Statement of Work No. [__] is issued under and governed by that certain Participation Agreement (the "**Agreement**") dated _____ by and between Pfizer Inc. ("**Pfizer**") and Washington University, a corporation established by special act of the Missouri General Assembly approved February 22, 1853 and acts amendatory thereto, through its Office of Technology Management having its principal offices at 4240 Duncan Avenue, Suite 110, St. Louis, MO 63110, and its Affiliates ("**Participant**"). All capitalized terms used but not defined in this Statement of Work shall have the respective meanings given to them in the Agreement.

Title of Research Program:

Pfizer and Participant Program Team and Contact Information:

Participant Investigator(s):

Team Leader (from Participant):

Pfizer Leader:

Program Manager (Pfizer):

Post-Docs Assigned to the Research Program (# if names unavailable):

Funding (direct and indirect costs; see attached budget sheet):

Pathway / Target of Interest:

Selection Standards for Clinical Probes:

Standards for Proof of Mechanism:

Description of Research (including specific aims, milestones and estimated timelines):

Research Program Deliverables:

Anticipated Research Term:

Go/No-Go Decision Points:

Provided Materials and Information to be Provided by Pfizer:

Provided Materials and Information to be Provided by Participant:

Pre-existing Participant Related IP (Know-How and Patent Rights):

Pre-existing Pfizer Related IP (Know-How and Patent Rights):

Additional Terms:

IN WITNESS WHEREOF, duly authorized representatives of the Parties have duly executed this Statement of Work No. [__] effective as of [_____].

PFIZER INC.	WASHINGTON UNIVERSITY
By:_____	By:_____
Name:	Name:
Title:	Title:

EXHIBIT C

Scientist Exchange Program Agreement

This Scientist Exchange Program Agreement (the "**Agreement**") is entered into as of February 28, 2016 (the "**Effective Date**"), by and between Pfizer Inc., a corporation organized and existing under the laws of Delaware and having a principal place of business at 235 East 42nd Street, New York, NY 10017 ("**Pfizer**"), and Washington University, a corporation established by special act of the Missouri General Assembly approved February 22, 1853 and acts amendatory thereto, through its Office of Technology Management having its principal offices at 4240 Duncan Avenue, Suite 110, St. Louis, MO 63110 ("**Participant**"). Pfizer and Participant may each be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Pfizer and Participant are parties to that certain Centers for Therapeutic Innovation Participation Agreement dated March __, 2016 (the "**Participation Agreement**");

WHEREAS, as provided under Section 3.12 of the Participation Agreement, the Parties desire to enter into this Agreement in order to provide opportunities for scientists of each Party to participate in research under the Research Program(s) at the facilities of the other Party; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION.

1.1. Defined Terms. Capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the Participation Agreement. The following capitalized terms shall have the following meanings:

1.1.1. "**Employer Institution**" means the Party whose employee will be working at the Host Institution as a Visiting Scientist in connection with a Research Program.

1.1.2. "**Host Institution**" means the Party hosting a Visiting Scientist in connection with a Research Program.

1.1.3. "Visiting Scientist" means (a) a Participant-employed scientist working at a Pfizer facility pursuant to a duly-executed Statement of Work or (b) a Pfizer-employed scientist working at a Participant facility pursuant to a duly-executed Statement of Work, as the case may be.

1.2. Interpretation. Except where the context expressly requires otherwise, (a) the use of any gender herein shall be deemed to encompass references to either or both genders, and the use of the singular shall be deemed to include the plural (and vice versa), (b) the words

"include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation," (c) the word "will" shall be construed to have the same meaning and effect as the word "shall," (d) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (e) any reference herein to any Person shall be construed to include the Person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to Sections or Exhibits shall be construed to refer to Sections or Exhibits of this Agreement, and references to this Agreement include all Exhibits hereto, (h) the word "notice" means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement, (i) provisions that require that a Party or the Parties hereunder "agree," "consent" or "approve" or the like shall require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but excluding e-mail and instant messaging), (j) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof, and (k) the term "or" shall be interpreted in the inclusive sense commonly associated with the term "and/or."

2. SCIENTIST EXCHANGE PROGRAM.

2.1. General. Each Visiting Scientist shall perform its responsibilities on the Host Institution's premises as agreed by the parties and under the supervision of (a) the Pfizer Leader if Pfizer is the Host Institution or (b) the Team Leader if Participant is the Host Institution. Each Visiting Scientist shall remain an employee of the Employer Institution and shall work only as specified in the applicable Statement of Work on the Host Institution's premises during normal business hours. Each Visiting Scientist shall be accountable to the Employer Institution with respect to reporting of vacation, sick time and other leave, as well as performance objectives and all other personnel matters.

2.2. Designation of Visiting Scientists. All Visiting Scientists shall be authorized and identified in one or more duly-executed Statements of Work.

3. EMPLOYER INSTITUTION RESPONSIBILITIES.

The Employer Institution shall be responsible for paying each Visiting Scientist's salary and other compensation, employment benefits, withholding taxes, expense reimbursements and other costs related to employment with the Employer Institution. The Employer Institution shall also be responsible for providing and maintaining worker's compensation insurance and commercial general liability insurance covering the activities of each Visiting Scientist during the Research Term of the applicable Research Program, including work performed on the Host Institution's premises. The Employer Institution shall deliver certificates evidencing such insurance to the Host Institution upon request. The Employer Institution agrees that each Visiting Scientist shall be subject to and comply with the Host Institution's policies regarding discrimination, harassment and other employment related complaints; rules of conduct;

environment, health and safety; substance abuse/rehabilitation; equal opportunity/affirmative action; and electronic communications and computer systems as if Visiting Scientist were an employee of the Host Institution. The Employer Institution shall ensure that the Visiting Scientist is competent to perform the work required by the Research Program and Statement of Work. The Employer Institution shall be responsible for providing training applicable to the Research Program and Statement of Work as required by Law, including but not limited to the Occupational Health and Safety Act of 1970, at 29 U.S.C. § 651 *et seq*. and regulations promulgated thereunder ("OSH Act"), to the Visiting Scientist. The Employer Institution shall also be responsible for providing occupational medical support and services, including but not limited to vaccinations applicable to the Research Program and Statement of Work as required by Law, including but not limited to the OSH Act. The Employer Institution shall provide to the Host Institution documentation, prior to the date the Visiting Scientist commences work at the Host Institution, demonstrating that (a) such training has been completed by the Visiting Scientist, and (b) the Employer Institution has provided any required medical surveillance and made available vaccinations as required by Law, and (c) the Visiting Scientist has received such vaccination or has declined to be vaccinated and has signed a waiver. The Employer Institution agrees that each Visiting Scientist, while working on the Host Institution's premises, shall comply with all relevant environmental, health and safety and security requirements and other reasonable instructions issued by the Host Institution or its representatives. Each Visiting Scientist will execute and deliver to the Host Institution a Letter of Acknowledgement and Understanding in substantially the form attached hereto as Exhibit A. Any changes to the form attached as Exhibit A must be approved in writing by both Parties.

4. HOST INSTITUTION RESPONSIBILITIES.

The Host Institution shall provide and maintain (a) suitable and sufficient laboratory facilities, equipment, personal protective equipment, and personnel for any Visiting Scientist to perform its responsibilities under the applicable Statement of Work, (b) a working environment that is safe and consistent with industry standards and (c) general supervision of each Visiting Scientist's work; provided, however, that the Host Institution shall not be responsible for the achievement of specific results by any Visiting Scientist. Each Visiting Scientist shall be allowed to attend non-confidential meetings, training sessions, seminars and social events conducted by or on behalf of the Host Institution. The Host Institution shall treat as Confidential Information of the Employer Institution any personal data regarding any Visiting Scientist or other employees of the Employer Institution that it obtains in connection with this Agreement. A Visiting Scientist shall not be asked to work on any project other than the applicable Research Program in accordance with the corresponding Statement of Work. The Host Institution shall provide location-specific training to the Visiting Scientist on the Host Institution's policies and procedures related to environment, health and safety. For the avoidance of doubt, a Visiting Scientist will not (i) participate in any employee benefit plans of the Host Institution or receive any other form of compensation from the Host Institution or (ii) have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the Host Institution, or to bind the Host Institution in any respect whatsoever. In addition, the Host Institution shall not be liable for the payment of any wage, salary or compensation of any kind for any service performed by a Visiting Scientist, except, in the case of Pfizer, as provided in Section 6.1 of the Participation Agreement.

5. TRANSFER OF MATERIALS.

Section 3.13 of the Participation Agreement is incorporated herein by reference, and any Provided Material provided to the Host Institution by or on behalf of a Visiting Scientist, or provided to a Visiting Scientist by the Host Institution, in connection with this Agreement shall be subject to the provisions of Section 3.13 of the Participation Agreement. In addition, a Visiting Scientist will not bring onto the premises of the Host Institution any materials other than those listed and approved under the applicable Statement of Work.

6. INTELLECTUAL PROPERTY.

Sections 5 and 7 of the Participation Agreement are incorporated herein by reference. Any Know-How made in connection with activities under this Agreement, and any Patent Rights claiming such Know-How, shall be subject to the provisions of the Participation Agreement.

7. CONFIDENTIALITY.

7.1. Confidentiality. Sections 8.1, 8.2 and 8.3 of the Participation Agreement are incorporated herein by reference, without regard to any expiration or termination of the Participation Agreement, and all Confidential Information disclosed in connection with this Agreement shall be subject to the provisions of those Sections; *provided*, *however*, that all references to "this Agreement" therein shall be deemed to be references to this Agreement. The terms and conditions of this Agreement shall be considered Confidential Information of both Parties. In addition, a Visiting Scientist is not permitted to bring any confidential information or materials of any Third Party onto the Host Institution's premises or otherwise disclose to or use at the Host Institution any such confidential information or materials without the prior written consent of the Steering Committee (as defined in the Participation Agreement) and an authorized representative of the Third Party.

7.2. Public Announcements; Publications. Section 8.4 of the Participation Agreement is incorporated herein by reference, and all public announcements, publications and public presentations by or on behalf of the Parties relating to this Agreement shall be subject to the provisions of that Section; *provided*, *however*, that all references to "this Agreement" therein shall be deemed to be references to this Agreement.

8. REPRESENTATIONS.

8.1. Mutual Representations. Each of Participant and Pfizer hereby represents to the other Party that:

8.1.1. it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

8.1.2. the execution, delivery and performance of this Agreement by such Party has been duly authorized by all requisite action under the provisions of its charter, bylaws and other organizational documents, and does not require any action or approval by any of its shareholders or other holders of its voting securities or voting interests;

8.1.3. it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

8.1.4. the execution, delivery and performance by such Party of this Agreement and its compliance with the terms and provisions hereof does not and will not conflict with or result in a breach of or default under any Binding Obligation existing as of the Effective Date.

8.2. Mutual Covenants. Each of Participant and Pfizer hereby covenants to the other Party that, from the Effective Date until expiration or termination of this Agreement, it shall not enter into or consent to any Binding Obligation that is or would be inconsistent with its obligations under this Agreement.

9. TERM AND TERMINATION.

9.1. Term. The term of this Agreement will commence on the Effective Date and extend, unless this Agreement is terminated earlier in accordance with this Section 10, until expiration or termination of the Participation Agreement in its entirety.

9.2. Termination for Cause. A Party may terminate this Agreement for cause, at any time during the term of this Agreement, by giving written notice to the other Party in the event that such other Party commits a material breach of its obligations under this Agreement and such material breach remains uncured for ninety (90) days, measured from the date written notice of such material breach is given to such other Party; *provided, however*, that if any breach is not reasonably curable within ninety (90) days and if such other Party is making a bona fide effort to cure such breach, such termination shall be delayed for a time period to be agreed by both Parties in order to permit such other Party a reasonable period of time to cure such breach.

9.3. Effects of Termination.

9.3.1. General. In the event of expiration or termination of this Agreement for any reason, except as otherwise expressly provided herein, all rights and obligations of each Party hereunder shall cease, and each Visiting Scientist's access to the Host Institution's facilities shall immediately terminate.

9.3.2. Termination of Research Program(s). In the event that the Participation Agreement is terminated with respect to one or more Research Programs, and not with respect to all Research Programs, except as otherwise expressly provided herein, all rights and obligations of each Party hereunder with respect to such terminated Research Program shall cease, but this Agreement shall otherwise remain in full force and effect (including with respect to all Research Programs not so terminated).

9.3.3. Termination of Visiting Scientist. If a Visiting Scientist fails to comply with the Host Institution policies, requirements or instructions in accordance with Section 3 or otherwise to comply with its obligations under this Agreement, then (a) such individual shall cease to be a Visiting Scientist hereunder upon the Host Institution giving written notice thereof to the Employer Institution and (b) the

Parties shall cooperate to identify and designate in writing a replacement Visiting Scientist to the extent available. In the event that (i) the status of an individual as a Visiting Scientist is terminated pursuant to the preceding sentence or (ii) the employment of any Visiting Scientist with the Employer Institution is terminated for any reason, except as otherwise expressly provided herein, all rights and obligations hereunder with respect to such terminated Visiting Scientist shall cease and such terminated Visiting Scientist's access to the Host Institution's facilities shall immediately terminate, but this Agreement shall otherwise remain in full force and effect.

9.3.4. Accrued Rights. Expiration or termination of this Agreement for any reason shall be without prejudice to any right which shall have accrued to the benefit of either Party prior to such termination, including damages arising from any breach under this Agreement. Expiration or termination of this Agreement shall not relieve either Party from any obligation which is expressly indicated to survive such expiration or termination.

9.3.5. Survival. The following sections, together with any sections that expressly survive, shall survive expiration or termination of this Agreement for any reason: 5, 6, 7, 9.3, 10, and 12.

10. INDEMNIFICATION.

Section 11 of the Participation Agreement is incorporated herein by reference. Indemnification by the Parties under this Agreement shall be controlled by the provisions of the Participation Agreement

11. COPY OF AGREEMENT.

The Employer Institution shall provide each Visiting Scientist with a copy of this Agreement.

12. MISCELLANEOUS.

12.1. 12.1. This Agreement shall be binding upon the successors and permitted assigns of the Parties and the name of a Party appearing herein shall be deemed to include the names of such Party's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement. Any assignment not in accordance with this Section 12.1 shall be void.

12.2. Force Majeure. Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming Party promptly provides notice of the prevention to the other Party. Such excuse shall be continued so long as the condition constituting force majeure continues and the nonperforming Party takes Commercially Reasonable Efforts to remove the condition. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the Parties, including an act of God, act of terrorism, voluntary or involuntary compliance with any Law or order of any government, war, civil commotion, labor

strike or lock-out, epidemic, failure or default of public utilities or common carriers or destruction of production facilities or materials by fire, earthquake, storm or like catastrophe.

12.3 Notices. Any notice must be provided in accordance with Section 12.3 of the Participation Agreement.

12.4 Amendment. No amendment, modification or supplement of any provision of this Agreement shall be valid or effective unless made in writing and signed by a duly authorized officer of each Party.

12.5 Waiver. No provision of this Agreement shall be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving Party. The waiver by either of the Parties of any breach of any provision hereof by the other Party shall not be construed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself.

12.6 Severability. If any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Agreement, as it is the intent of the Parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed substituted therefor such provision as will most nearly carry out the intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law.

12.7 Descriptive Headings. The descriptive headings of this Agreement are for convenience only and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

12.8 Export Control. This Agreement is made subject to any restrictions concerning the export of products or technical information from the United States of America or other countries which may be imposed upon or related to Participant or Pfizer from time to time. Each Party agrees that it will not export, directly or indirectly, any technical information acquired from the other Party under this Agreement or any products using such technical information to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other governmental entity. Notwithstanding the foregoing, Pfizer understands that Participant intends to conduct the Research Programs as fundamental research under the export regulations, and that Participant is an institution of higher education with foreign students, employees and visitors. Accordingly, the Parties agree that Pfizer shall make Commercially Reasonable Efforts to not transfer any export-controlled data to Participant.

12.9 Dispute Resolution. If any dispute or disagreement arises between Pfizer and Participant in respect of this Agreement, they shall follow the procedures set forth in Section 12.8 of the Participation Agreement, which is incorporated herein by reference.

12.10 Governing Law. This Agreement, and all claims arising under or in connection therewith, will be governed by and interpreted in accordance with the substantive Laws of the State of New York, without regard to conflict of Law principles thereof.

12.11 Entire Agreement. This Agreement, including its Exhibits, and the Participation Agreement, constitute and contain the complete, final and exclusive understanding and agreement of the Parties and cancel and supersede any and all prior negotiations, correspondence, understandings and agreements, whether oral or written, between the Parties respecting the subject matter hereof and thereof.

12.12 Independent Contractors. Both Parties are independent contractors under this Agreement. Nothing herein contained shall be deemed to create an employment, agency, joint venture or partnership relationship between the Parties or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.

12.13 Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be an original and both of which shall constitute together the same document. Counterparts may be signed and delivered by facsimile or PDF file, each of which shall be binding when received by the applicable Party. The Parties agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The Parties agree that they will have no rights to challenge the use or authenticity of this Agreement based solely on the absence of an original signature.

12.14 Further Actions. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have duly executed this Agreement as of the Effective Date.

PFIZER INC.	WASHINGTON UNIVERSITY
By: _____	By: _____
Name: Anthony J Coyle	Name: Jennifer Lodge, PhD
Title: SVP / CSO	Title: Vice Chancellor for Research

EXHIBIT A

Template Letter of Acknowledgement and Understanding

Reference is made to the Scientist Exchange Program Agreement between Pfizer and Participant dated _____ (the "**Agreement**") and the Centers for Therapeutic Innovation Participation Agreement between Pfizer and Participant dated _____ (the "**Participation Agreement**"). Capitalized terms used but not defined in this Exhibit A shall have the meanings assigned to them in the Agreement.

I acknowledge I have received copies of or access to the following Host Institution policies:

For Pfizer: Safety Training for CTI Academic Partners; Lab Safety for CTI Academic Partners
For Participant:

If I have any questions or need to report a concern regarding the foregoing policies, I understand I can contact:
For Pfizer: Adam Milne; 617-271-3206; adam.d.milne@pfizer.com
For Participant:

I understand that the Host Institution reserves the right to make changes to its policies or procedures, whenever it deems it necessary or useful to do so.

I understand that I am responsible for understanding and complying with the Host Institution's policies, procedures and instructions as applicable pursuant to Section 3 of the Agreement. Further, I have been instructed to discuss any outstanding issues or concerns regarding the foregoing policies, procedures and instructions with the Host Institution's Environmental Health and Safety Department or the Human Resources Department, as applicable.

I acknowledge I have received a copy of the Agreement and agree to be bound by all provisions of the Agreement and, through it, the Participation Agreement, that are applicable to me in my capacity as a Visiting Scientist thereunder. I further acknowledge, without limitation, that I understand the provisions of the Participation Agreement which are cited in the Visiting Scientist Agreement and relate to confidentiality, publication, intellectual property, and prohibitions on the use, disclosure or transfer of materials outside of the Host Institution.

Read and acknowledged by:

Print Name:_____

Signature:_____

Institution: _____

Date:_____

EXHIBIT D

MILESTONE PAYMENTS AND ROYALTY TABLE
(Capitalized terms to be defined in the Standard Form License Agreement)

Clinical Probe	Business Terms for Exclusive License	
	w/ Support from Pfizer	w/o Pfizer support beyond Clinical Probe identification
First Clinical Indication identified in POM study conducted by Participant	POM - $2M POC - $7-15M	POM - $4M POC - $20-30M
Each Additional Clinical Indication identified in POM study conducted by Participant		Ph II initiation $2 to 10M Ph III initiation $10 to 40M

Type of Licensed Product	Minimum Royalty	Maximum Royalty
Therapeutic Product (product whose manufacture, use or sale is covered by a Valid Claim in a Licensed Patent	0.5%	For all Annual Net Sales of each Therapeutic Product or Therapeutic Service less than $500 million, 2%. For all Annual Net Sales of each Therapeutic Product or Therapeutic Service equal to or greater than $500 million but less than $1 billion, 3.5%. For all Annual Net Sales of each Therapeutic Product or Therapeutic Service equal to or greater than $1 billion, 5%.
Diagnostic Product (product whose manufacture, use or sale is covered by a Valid Claim in a Licensed Patent	0.5%	For all Annual Net Sales of each Diagnostic Product or Diagnostic Service less than $250 million, 0.75%. For all Annual Net Sales of each Diagnostic Product or Diagnostic Service equal to or greater than $250 million but less than $500 million, 1.125%. For all Annual Net Sales of each Diagnostic Product or Diagnostic Service equal to or greater than $500 million, 1.5%.
Derived Therapeutic Product (product discovered through practice of technology covered by a Valid Claim in a Licensed Patent	0.3%	For all Annual Net Sales of each Derived Therapeutic Product less than $500 million, 1.5%. For all Annual Net Sales of each Derived Therapeutic Product equal to or greater than $500 million but less than $1 billion, 2.25%. For all Annual Net Sales of each Derived Therapeutic Product equal to or greater than $1 billion, 3%.
Derived Diagnostic Product (product discovered through practice of technology covered by a Valid Claim in a Licensed Patent	0.3%	For all Annual Net Sales of each Derived Diagnostic Product less than $250 million, 0.75%. For all Annual Net Sales of each Derived Diagnostic Product equal to or greater than $250 million but less than $500 million, 1.125%. For all Annual Net Sales of each Derived Diagnostic Product equal to or greater than $500 million, 1.5%.