

Instructions and Terms and Conditions for the cheminformatics evaluation of AstraZeneca Open Innovation

YOU, as defined on page 4 (the signature page) of this document, are participating in the New Molecule Profiling of AstraZeneca Open Innovation. As a first step in this procedure, YOU may submit compound structure(s), along with this signed agreement. Any submissions will undergo a cheminformatics evaluation with the goal of quickly identifying opportunities for further screening and possible collaboration in AstraZeneca Open Innovation. This document provides a description of the services, brief instructions as well as terms and conditions regarding the cheminformatics evaluation.

The service provider of the cheminformatics evaluation is: ChemAxon Kft., (registered office and mailing address: Záhony utca 7, Budapest, Hungary, H-1031; <http://www.chemaxon.com/>; email address: sales@chemaxon.com) (“CHEMAXON”).

1 Description of the cheminformatics evaluation procedure

1. YOU will submit information about compound structure(s) (“**Structure(s)**”) via secure email to CHEMAXON.
2. The Structure(s) submitted will undergo a cheminformatics screening using computer-based methods supplied and performed by CHEMAXON (“**In Silico Screening**”).
3. The screening results obtained by In Silico Screening excluding structure related information will be transferred to AstraZeneca (“**Screening Report**”) for review.
4. Structure(s) meeting AstraZeneca’s desirability criteria may be accepted for further screening evaluation (not detailed in this document), at which point YOU may be contacted by AstraZeneca.

2 What YOU need to do

1. YOU should read through the Instructions to Authors document available via the Open Innovation Portal and this document carefully.
2. YOU are required to complete, print out, execute or have it executed by an authorized person of the institution YOU represent (“**Institution**”), scan into portable document format and forward this document to CHEMAXON via email to azoi-submit@chemaxon.com (“**PDF**”). Execution of this document by industry standard electronic signature software is also acceptable. The PDF sent will be reviewed and confirmed.
3. Alongside with the PDF scanned, YOU may submit the Structure(s) for In Silico Screening in accepted structure file(s) via the same email. The receipt of the Structure(s) submitted will be confirmed and the file format will be checked.
4. YOU may optionally send the PDF and the structure file(s) combined in a password protected zip file. If so, YOU may consider making the password available for CHEMAXON separately from the zip file by any channel YOU deem secure. YOU take any and all responsibility regarding or related to such protection of YOUR files.

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3 What CHEMAXON will do

1. Once CHEMAXON have received YOUR signed copy in PDF of this document and the Structure file(s), CHEMAXON will review them and may request further clarifications, amendments or modifications or accept them and send a confirmation to YOUR email address provided.
2. After YOUR PDF and Structure(s) files are accepted, CHEMAXON will complete all tasks required to accomplish the In Silico Screening and generate the corresponding Screening Report for the Structure(s) submitted.
3. CHEMAXON will make the Screening Reports available to AstraZeneca within 10 (ten) working days. It is also available for YOU via IdeaPoint (<https://poms-astrazeneca.idea-point.com/Login.aspx>).
4. CHEMAXON will maintain strict confidentiality of YOUR Structure(s) received by email and will not disclose these Structure(s) either AstraZeneca or to any other third party. CHEMAXON will take normal precautions to ensure the confidentiality of YOUR Structure(s). As soon as CHEMAXON has generated the Screening Report, YOUR Structure(s) will be deleted from its records.
5. If the number of Structure(s) to be evaluated is greater than 1000 (one thousand) CHEMAXON will contact AstraZeneca and provide YOUR and YOUR Institution's contact details, as defined on page 4 (the signature page) of this document, for AstraZeneca to contact directly to agree how to proceed. For avoidance of doubt, no information regarding YOUR Structure(s) will be forwarded to AstraZeneca.

4 BY EXECUTION OF THIS DOCUMENT AND SUBMISSION OF YOUR STRUCTURE(S), YOU REPRESENT TO UNDERSTAND, ACCEPT AND/OR AGREE that

1. CHEMAXON is AstraZeneca's contracted service provider.
2. For the avoidance of doubt, CHEMAXON is acting on its own behalf and not an agent of AstraZeneca.
3. The In Silico Screening is firewalled from and maintained by CHEMAXON.
4. YOUR Structure(s) goes/go to CHEMAXON.
5. YOU give permission to CHEMAXON to run the In Silico Screening, develop and generate the Screening Report and transfer the Screening Report to AstraZeneca on any Structure(s) that YOU submit.
6. Once YOUR Structure(s) are submitted, the entire cheminformatics evaluation procedure, i.e. the In Silico Screening as well as generation and delivery of Screening Report by CHEMAXON to AstraZeneca will go through.
7. The provision of the cheminformatics evaluation provided by CHEMAXON is free of charge to YOU.
8. YOUR intellectual property rights in the Structure(s) will remain with YOU. However, it is clear to YOU that the Screening Reports generated from the structures shall be the sole and exclusive property of AstraZeneca.
9. Compound(s) whose Structure(s) is/are submitted for evaluation to CHEMAXON must be available as solids (2 to 5 μ moles) or 10mM DMSO solutions (200 to 500 μ l) and be suppliable in AstraZeneca's standard vessels, which will be provided if later accepted for screening.
10. Each submission of structures will be unique and will require a new PDF of this document signed.

5 Warranties

1. YOUR Institution hereby warrants that it has the requisite corporate power and authority for and has no contractual or other obligation that restricts or prohibits its execution or performance of this document; and
2. YOU and YOUR Institution hereby warrant that, to the best of YOUR knowledge, YOU own or have the ability to grant access, ownership, a license or a sublicense to use the Structure(s), as well as the intellectual property rights associated therewith and the Structure(s) does not infringe third party's patent or copyright.

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6 Disclaimer

1. The In Silico Screening is provided by CHEMAXON “as is” without warranty of any kind, either express or implied, including but not limited to, implied warranties of fitness for a particular purpose, quality, correctness, accuracy, reliability, currentness, or otherwise, results, efforts or quiet enjoyment. YOU assume the entire risk for the results obtained from the In Silico Screening.
2. CHEMAXON is not in a position to assess the validity of proprietary rights or ownership of the Structures submitted or has no right to transfer the same to You, itself or a third party. CHEMAXON shall assume no liability whatsoever in connection to or regarding or related to the Structure(s) or relevant information thereto or the proprietary rights or ownership thereof.
3. YOU acknowledge that CHEMAXON does not control the transfer of data over telecommunications facilities, including the internet. CHEMAXON does not warrant that it will be able to prevent third party disruptions during submission of Structure(s) or transferring the password (if any), provided that it has taken all reasonable commercial and technical measures to avoid this eventuality.
4. In no event will CHEMAXON be liable to the other for special, incidental, or indirect damages or for any consequential damages (including lost profits or savings), even if they are informed of the possibility.

7 General

1. Terms and conditions (“T&C”) herein remains in full force and effect until revocation by CHEMAXON at its sole discretion or unless modified by CHEMAXON. CHEMAXON may revoke YOUR or YOUR Institution’s rights to use the cheminformatics evaluation if CHEMAXON determines that any such use is abusive or improper. YOUR Institution at its discretion will approve YOUR use of cheminformatics evaluation and may request CHEMAXON to revoke YOUR rights.
2. Any notice, request, demand, waiver, consent, approval, revocation or other communication required or permitted hereunder will be effective upon confirmed receipt and will be via electronic mail messages sent between YOU and CHEMAXON using security procedures sufficient to reasonably authenticate them will be deemed writings.
3. YOU agree that this document is the complete agreement between YOU and CHEMAXON and replaces and supersedes any other prior or contemporaneous agreements or communications between the YOU and CHEMAXON related to the subject matter hereof and the Structure(s) submitted.
4. This Agreement does not create an agency, joint venture, or partnership between YOU and CHEMAXON.
5. YOU or CHEMAXON is free to enter into similar agreements with others.
6. YOU and YOUR Institution agree that execution of this document by industry standard electronic signature software and/or by sending PDF signatures shall be binding and have the same legal force and effect as the copies executed by original signatures, and that in any proceeding arising under or relating to this document, YOU and YOUR Institution hereby waive any right to raise any defense or waiver based upon execution of this document by means of such electronic signatures or maintenance of the executed agreement electronically.
7. The interpretation and construction of this document shall be governed by the laws of England, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this document to the substantive law of another jurisdiction.
8. YOU and CHEMAXON hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the English courts for any action, suit or proceeding arising out of or relating to this document, and agree not to commence any action, suit or proceeding related thereto except in such courts.

Understood, Agreed and Accepted:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]



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Signature page

Each field on this page must be filled out.

YOU

| | |
|----------|--|
| Name: | |
| Title: | |
| Address: | |
| Phone: | |
| Email: | |

YOUR INSTITUTION

| | |
|---|-------|
| By (<i>Authorized Signature</i>): | |
| Name of authorized representative of the Institution: | |
| Title: | |
| Date: | |
| Name of the Institution: | |
| Country: | |
| Address and Lab address: | |
| Web address: | |
| Phone number: | |
| Email address: | |

The information provided in the above tables may only be seen by CHEMAXON personnel involved in the cheminformatics evaluation and a restricted number of AstraZeneca personnel with an appropriate [IdeaPoint](#) account.