

LUCEOME BIOTECHNOLOGIES, L.L.C
TERMS AND CONDITIONS

1. QUOTE.

The scope of work, specifications and price for the Services will be set forth in a Quotation ("Quote") signed by both parties. Changes to the quote must be in writing and signed by an authorized representative of each party.

2. KINASE PROFILING SERVICES.

Customer has requested certain kinase profiling services ("Services"), and Luceome will perform all Services using commercially reasonable efforts to start and complete all Services on time. The Customer will be notified if Luceome determines that there are likely to be substantial delays.

3. MATERIALS.

Customer will provide Luceome with the materials and all information concerning the stability, storage and safety requirements of such materials. Customer will be solely responsible for shipping materials to Luceome. Luceome will not use the materials, nor make chemical or genetic modification to the materials, or attempt to determine the structure of the materials, except as may be provided in the applicable quote. Luceome will comply to the best of its knowledge in all material respects with all applicable laws and governmental rules, regulations and guidelines which are applicable to its use of the materials, and with any written safety precautions as provided by Customer. Luceome will use reasonable efforts with regard to the handling and storage of the materials but will not be responsible for any loss, degradation, or damage to materials while materials are in Luceome's custody or control. Any samples of materials provided by Customer not consumed in performance of the Services will be destroyed or returned to Customer at its request three (3) months after completion of the Services. If requested, any material returned to the Customer will be shipped at Customer's expense.

4. PRICE.

The price and payment terms are as set forth in the quote. All payments due hereunder will be made in U.S. dollars. Past due invoices will be subject to a 1.5% late charge per month until paid.

5. DATA.

Customer will be the exclusive owner of, and will have title to the worked-up data generated by Luceome as a direct result of the performance of the Services (collectively the "Data"). Upon completion of the Services, Luceome will maintain a file of the worked-up Data for no less than one (1) year. Luceome's laboratory notebooks or other records maintained by Luceome with respect to the Services will be owned by Luceome and will not be construed to be the property of Customer. To the extent that such notebooks and records contain Data, such notebooks and records will be subject to the confidentiality provisions as set forth in Section 8.

6. INVENTIONS.

Customer will be the exclusive owner of, and Luceome hereby irrevocably assigns to Customer, all right, title and interest in and to the Materials, worked-up Data, and inventions, improvements, designs, programs, formulas, know-how and writings either (a) supplied by Customer and/or (b) generated or discovered as a direct result of Luceome's performance of the Services, whether or not copyrightable or patentable. If requested by Customer, Luceome will, at Customer's expense, do all things reasonably necessary or appropriate to assist Customer in obtaining and enforcing patents, copyrights or other intellectual property rights on any Inventions. Customer will not obtain any intellectual property or other ownership rights in any methods or processes used or developed by or for Luceome in or for the provision of the Services, or any documentation, records, raw data, materials (other than Materials), specimens, work product, concepts, information, inventions, improvements, designs, programs, formulas, know-how, or writings related thereto, except those methods and/or processes, if any, provided by Customer to Luceome and designated as being owned by Customer in a separate written agreement between the parties.

7. INDEPENDENT CONTRACTOR.

The relationship of the parties is that of independent contractors. Except as set forth herein, neither party will have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other party or its affiliates.

8. CONFIDENTIAL INFORMATION.

Luceome agrees that it will take all steps reasonably necessary to: (i) hold Customer Proprietary Information in trust and confidence, (ii) not use Customer Proprietary Information in any manner or for any purpose not expressly set forth, and (iii) not disclose any such Customer Proprietary Information to any third party without first obtaining Customer's express written consent on a case-by-case basis. "Customer Proprietary Information" means any information disclosed by Customer to Luceome, whether orally or in writing, all Statements of Work, Materials, Data and Inventions. Nothing received by Luceome will be considered to be Customer Proprietary Information if Luceome can establish by competent proof that (a) such information is or becomes publicly known by any means whatsoever, through no wrongful act of Luceome; (b) such information has been rightfully received by Luceome from a third party without confidential limitations; (c) such information has been independently developed for Luceome by personnel or agents having no access to the Customer Proprietary Information; (d) such information was known to Luceome prior to its first receipt from Customer; or (e) such information is required by any law, rule, regulation, order, decision, decree, subpoena or other legal process to be disclosed. If such disclosure is requested by legal process, Luceome will notify Customer of this request promptly to permit Customer to oppose such disclosure by appropriate legal action. Luceome may only disclose Customer Proprietary Information to those employees or consultants of Luceome who are required to have the information in order to perform the Services and who are bound by confidentiality restrictions. For purposes of clarification, and notwithstanding the foregoing provisions of this Section 8, Luceome may disclose or publicize statistical results of the Services in a manner that does not identify Customer or any Customer Proprietary Information.

9. TERM AND TERMINATION.

This Agreement will expire twelve (12) months from the commencement of the Services as defined in the Quote. Customer may terminate this Agreement for any reason, upon thirty (30) days written notice to Luceome. If such written notice is given prior to the commencement of the Services, Customer will only be obligated to pay Luceome for any Services completed up to the date of termination and for reasonable and documented out-of-pocket expenses and reasonable non-cancellable commitments incurred by Luceome in connection with any Services not completed on the date of termination. Customer will pay all amounts due under this Section 9 within ten (10) business days of the termination date.

Either party may terminate this Agreement in the event of a material breach. In the event this Agreement is terminated due to a material breach by Luceome, Customer will only be obligated to pay Luceome for Services completed up to the date of termination. Customer will pay all amounts due under this Section 9 within ten (10) business days of the termination date. Any fees for Services paid in advance and not utilized by Customer will be refunded to Customer within ten (10) business days of the termination date.

Upon termination or expiration of this Agreement, all Materials and Inventions will be provided to Customer unless Customer requests otherwise in writing. Expiration or termination of this Agreement will not relieve the parties of any rights or obligations accruing prior to such expiration or termination.

10. INDEMNIFICATION.

Customer will indemnify, defend and hold Luceome and its agents, employees, officers and directors (the "Luceome Indemnitees") harmless from and against any and all liability, damage, loss, cost or expense (including reasonable attorneys' fees) arising out of third party claims or suits related to (a) breach by Customer of its representations and warranties in this Agreement; (b) Customer's infringement of patents and property rights; (c) Customer's use or commercialization of the Data or Inventions, or (d) Customer's manufacture, sale or use of the Materials; provided, however, that such claims or suits result from the negligence or willful misconduct of the Luceome Indemnitees or their breach of applicable law. Luceome will indemnify, defend and hold Customer and its agents, employees, officers and directors (the "Customer Indemnitees") harmless from and against any and all liability, damage, loss, cost or expense (including reasonable attorneys' fees) arising out of third party claims or suits related to (a) breach by Luceome of its representations and warranties in this Agreement; or (b) Luceome's performance of or failure to perform its obligations under this Agreement; provided, however, that Luceome's

obligations pursuant to this Section 10 will not apply to the extent such claims or suits result from the negligence or willful misconduct of the Customer Indemnitees or their breach of applicable law.

Customer or Luceome, as applicable, hereby agree to (a) promptly notify the indemnifying party as soon as it becomes aware of a claim or action for which indemnification may be sought pursuant hereto, (b) cooperate with the indemnifying party in the defense of such claim or suit, and (c) permit the indemnifying party to control the defense of such claim or suit, including without limitation the right to select defense counsel. In no event, however, may the indemnifying party compromise or settle any claim or suit in a manner which admits fault or negligence on the part of the indemnified party without the prior written consent of the indemnified party. The indemnifying party will have no liability under this Section 10 with respect to claims or suits settled or compromised without its prior written consent.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BOTH PARTIES.

Each party represents, warrants and/or covenants that:

- it is duly organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;
- these Terms and Conditions are a legal and valid obligation of such party, binding upon such party and enforceable against it in accordance with the terms of this agreement; and
- the execution, delivery and performance of this agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which such party is a party or by which such party may be bound, and does not violate any law or regulation of any court, governmental body or administrative or other agency having authority over such party.

12. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LUCEOME.

Luceome represents, warrants and/or covenants that:

- all of Luceome's employees and consultants performing any part of the Services will, prior to initiating such performance, have agreed in writing to assign to Luceome, or a third party designated by Luceome, all right, title and interest in and to Inventions and to execute assignments of such right, title and interest; and
- it will not place, and will not suffer to permit the placement by any of its creditors of, any restrictions or mortgages, liens, pledges, security interests, encumbrances or encroachments on the Customer Inventions or any element thereof.

13. LIMITATION OF LIABILITY.

In no event will either party be liable under any legal theory (including but not limited to contract, negligence, strict liability in tort or warranty of any kind) for any indirect, special, incidental, consequential, or exemplary damages, arising out of or in connection with this agreement even if such party had notice of the possibility of such damages. Each party's liability to other for breach of any terms and conditions or a project quote will be limited to damages (other than indirect, special, incidental, consequential, or exemplary damages) in an amount not to exceed the fee paid or to be paid by customer to Luceome under this agreement.

14. APPLICABLE LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of Arizona and the patent laws of the United States without reference to any rules of conflict of laws, except that matters pertaining to intellectual property and patents will be governed by the laws of the jurisdiction in which such intellectual property or patents exist.

15. ASSIGNMENT; BINDING EFFECT.

These Terms and Conditions will be binding upon the parties' respective successors and permitted assigns. Any assignee will assume all the rights and obligations of its assignor under the Terms and Conditions.