STRUCTURAL BIOLOGY SOLUTIONS MASTER SERVICES AGREEMENT

BY ACCEPTING OR EXECUTING A STRUCTURAL BIOLOGY SOLUTIONS STATEMENT OF WORK, PROPOSAL, WORK ORDER, CHANGE ORDER, AMENDMENT OR SIMILAR DOCUMENT, YOU (“CLIENT”) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. ANY STATEMENT OF WORK, PROPOSAL, WORK ORDER, CHANGE ORDER, AMENDMENT OR SIMILAR DOCUMENT, WHICH CLIENT SIGNS OR ACCEPTS ONLINE THROUGH SCHRÖDINGER’S ONLINE PROCESS SHALL BE DEEMED TO BE ACCEPTANCE OF THIS AGREEMENT.

This STRUCTURAL BIOLOGY SOLUTIONS MASTER SERVICES AGREEMENT (“Agreement”), dated as of the last date of signature on the applicable Statement of Work (the “Effective Date”), is made by and between (“Client”) and Schrödinger, LLC (“Schrödinger”), a Delaware limited liability company and wholly owned subsidiary of Schrödinger, Inc., a Delaware corporation (“Schrödinger”).

1. Definitions.

(a) “Client Intellectual Property” shall mean the (i) Intellectual Property owned/controlled by Client as of the Effective Date, and (ii) any improvement, modification, derivation or enhancement of the foregoing made by either party during the performance of the Services. The Client Intellectual Property expressly excludes Schrödinger Intellectual Property.

(b) “Confidential Information” shall mean a party’s Intellectual Property and any proprietary or nonpublic information disclosed to the other party pursuant to this Agreement.

(c) “Intellectual Property” shall mean all rights in tangible and intangible property known now or recognized afterwards anywhere in the world, including the following: patents; inventions; trade secrets; copyrights; trademarks and service marks, trade dress, trade names and other expressions embodying the identification or origin of a business or product and all associated goodwill; software programs (in source and object code forms), technology, algorithms, methods, computer-generated models based on the analysis of structure-activity relationships, and proprietary databases and all applications or registrations or other rights in any jurisdiction pertaining to the foregoing.

(d) “Representative” shall mean a party or its affiliates, employees, contractors, subcontractors, officers, directors, consultants and advisors.

(e) “Schrödinger Intellectual Property” shall mean the (i) Intellectual Property owned/controlled by Schrödinger and its subsidiaries as of the Effective Date (including the proprietary techniques, technology and knowhow of Schrödinger employed by Schrödinger to perform the Services), and (ii) any improvement, modification, derivation or enhancement of the foregoing made by either party during the performance of the Services.

(f) “Services” shall mean the activities described in a Statement of Work.
(g) “Statement of Work” or “SOW” shall mean a Statement of Work executed by the parties that refers to and is governed by the terms of this Agreement.

(h) “Work Product” shall mean the tangible work product created by Schrödinger for the Client as identified in a SOW. The Work Product expressly excludes any Schrödinger Intellectual Property, including any software programs or scripts used or developed by Schrödinger in the course of providing the Services.

2. Obligations of Each Party.
(a) General Obligations. Each party shall use reasonable efforts, exercised in good faith, to perform its obligations in this Agreement in accordance with the customary standards of professional conduct in such party’s field. Each party shall provide reasonable assistance to the other party in connection with the other party’s performance.

(b) Cooperation. Schrödinger’s ability to perform the Services depends upon Client’s fulfillment of its obligations as set forth in this Agreement, including reasonably cooperating with Schrödinger and providing Schrödinger with accurate information and data in a reasonable and timely manner during the performance of the Services. Schrödinger will not be responsible for any deficiency or delay in performing the Services to the extent such deficiency or delay results from Client's failure to fulfill its obligations.

(c) Other Projects. The Services are performed on a non-exclusive basis.

(d) Non-Solicitation. During the Term of this Agreement and for a period of two (2) years afterwards, neither party will solicit, induce, recruit or encourage any employee to leave the employ of the other party or its affiliates. This restriction does not prohibit (i) circumstances where an employee of a party or any of its affiliates initiates contact with the other party or any of its affiliates with regard to possible employment with the other party or any of its affiliates, or (ii) general solicitations of employment not specifically targeted at employees of a party or any of its affiliates, including responses to general advertisements.

3. Payment and Expenses.
(a) Payments. Client shall pay fees in the amounts set forth in the applicable Statement of Work, and in accordance with the instructions in this provision.

(b) Payment by Check. Check payment(s) should be mailed to the following address:
Schrödinger, Inc.
101 SW Main Street, Suite 1300
Portland, Oregon 97204 Phone:
503-299-1150
Fax: 503-299-4532
E-mail: orders@Schrödinger.com

(c) Wire Transfers. Wire transfer payment(s) should be wired as follows:
(d) **Tax Number.** Schrödinger Inc. (dba Schrödinger LLC) Tax Number: 95-4284541

(e) **Client Responsibility.** Client shall pay any sales or other related taxes that are applicable to its receipt of Services, but shall not pay for taxes on Schrödinger’s income. All payments required by this Agreement shall be made without deduction for withholding taxes.

4. **Proprietary Rights.**
   
   (a) **Client.** As between Client and Schrödinger, Client shall own all right, title, and interest in (i) the Client Intellectual Property, and (ii) the Work Product. Schrödinger irrevocably assigns, transfers, and conveys to Client, and shall cause its Representatives, as applicable, to do the same, without further consideration all of Schrödinger’s and Schrödinger’s Representatives’ respective right, title, and interest in, to, and under the Work Product, including all rights to causes of action and remedies related to any of the foregoing, effective immediately upon receipt of payment in full.

   (b) **Schrödinger.** As between Schrödinger and Client, Schrödinger shall own all right, title, and interest in the Schrödinger Intellectual Property. Client irrevocably assigns, transfers, and conveys to Schrödinger, and shall cause its Representatives, as applicable, to irrevocably and promptly assign, transfer and convey to Schrödinger all of Client’s and Representatives’ respective right, title, and interest in, to, and under any Schrödinger Intellectual Property, including all rights to causes of action and remedies related to any of the foregoing, effective immediately upon the inception, conception or creation of any Schrödinger Intellectual Property.

   (c) **Protection and Enforcement.** Each party is responsible (in its sole discretion and at its sole expense) to protect and enforce its Intellectual Property.

   (d) **Cooperation.** At the expense of a requesting party, the other party shall reasonably assist the requesting party with securing, perfecting and enforcing the requesting party’s intellectual property rights.

   (e) **Schrödinger Technology.** As set forth in an applicable SOW, Schrödinger may grant Client limited access to Schrödinger’s proprietary technology solely for use in connection with this Agreement. Client’s use of Schrödinger’s proprietary technology is subject to the terms and conditions set forth in its End User License Agreement (“**EULA**”), at https://www.schrodinger.com/salesagreements. Any use of Schrödinger proprietary technology other than as described in a SOW will be subject to applicable license fees and a separate written agreement between the parties.

   (f) **No Implied Licenses.** All rights in and to Intellectual Property not expressly granted by Client or Schrödinger under this Agreement are reserved to its owner or controller, as applicable. Nothing in this
Agreement will be deemed to weaken or waive any rights of either party related to the protection of trade secrets.

5. Confidential Information.
(a) Confidentiality. The parties acknowledge that the other party’s Confidential Information is proprietary and confidential to the other party. The receiving party agrees not to disclose the disclosing party’s Confidential Information to any third party, except as expressly permitted by this Agreement.

(b) Obligations. During the Term and an additional two (2) years from any expiration/termination of the Agreement, the receiving party agrees to (i) hold the disclosing party’s Confidential Information in strict confidence, and (ii) use the disclosing party’s Confidential Information only as expressly permitted by and for the purposes authorized in this Agreement, or as required by applicable law. The receiving party shall permit access to the disclosing party’s Confidential Information only to its authorized Representatives with a need to know (provided that such Representatives are bound by obligations of confidentiality no less restrictive than those in this Agreement). The receiving party will remain responsible for its Representatives. Client grants Schrödinger a non-exclusive, non-transferable license to its Confidential Information solely for purposes of performing the Services during the Term. The receiving party shall notify the disclosing party promptly of any unauthorized use or disclosure of the disclosing party’s Confidential Information.

(c) Exceptions. The receiving party’s obligations of confidentiality are not applicable to any of the disclosing party’s materials if (i) the receiving party knew about such materials before receipt from the disclosing party, (ii) such materials are in the public domain when disclosed or later enter the public domain through no fault of the receiving party, (iii) a third party, not known by the receiving party to be under any confidentiality obligation or prohibition of disclosure, provided such materials to the receiving party, or (iv) the materials were independently developed by the receiving party without reference to or reliance on the disclosing party’s Confidential Information.

(d) Disclosures Required by Law. If disclosure is required by applicable law or court order, the receiving party shall disclose the disclosing party’s Confidential Information pursuant to such applicable law or court order. The receiving party will promptly notify the disclosing party so that the disclosing party may seek a protective order or other appropriate remedy. Any Confidential Information disclosed pursuant to applicable law or court order shall retain its confidential nature for all other purposes.

(e) Independent Development. The parties agree that neither this Agreement nor the receipt of any Confidential Information shall limit each party’s independent development; provided, however, that neither party shall use the other party’s Confidential Information in such independent development.

6. Representations and Warranties. Each party represents and warrants that to the best of such party’s knowledge (i) it has all rights to enter into this Agreement, and (ii) each party shall perform its obligations in material compliance with applicable laws and regulations. \textit{EXCEPT AS EXPRESSLY SET FORTH IN THIS PROVISION, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT OR THE SOW, THE SERVICES OR DELIVERABLES (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY,}
7. **Use of Name.** Except as expressly permitted in this Agreement, neither party will use the name of the other party in any material intended for public disclosure without the other party’s prior written consent. Notwithstanding the foregoing, subject to the Confidential Information provisions above, Schrödinger may disclose the fact that Schrödinger has worked with Client (i) on its external website, and (ii) in written or verbal communications with Schrödinger’s Representatives, investors, customers, and potential customers.

8. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING DAMAGES FOR LOST BUSINESS OR PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH AN EVENT OCCURRING. EACH PARTY’S ENTIRE AGGREGATE LIABILITY UNDER OR RELATING TO THIS AGREEMENT, FOR ANY REASON(S) AND UPON ANY CAUSE(S) OF ACTION, SHALL NOT EXCEED THE AMOUNTS RECEIVED BY SCHRÖDINGER FROM CLIENT UNDER THE APPLICABLE SOW UNDER WHICH SUCH LIABILITY AROSE.

9. **Term: Termination.**
   (a) **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for three (3) years afterwards, unless terminated or extended according to the terms of this Agreement ("Term"). Prior to the expiration of the then-current Term, the parties may extend or renew such Term upon mutual written agreement. This Agreement shall continue to govern any SOW still in effect as of the date of termination or expiration of this Agreement.

   (b) **Material Breach.** If a party commits a material breach, the non-breaching party has the right to terminate the SOW pursuant to which such breach arose with fifteen (15) days’ notice, except that such notice will not result in termination if the breaching party cures the breach before such fifteen-day period elapses.

   (c) **Payments following Termination.** Client shall remain liable for payment to Schrödinger of all accrued but unpaid fees which it is obligated to pay under the terms of this Agreement.

   (d) **Survival.** The following sections shall survive the expiration or termination of this Agreement: Definitions, Payment and Expenses, Proprietary Rights, Confidentiality, Use of Name, Limitation of Liability, Term, Termination and Miscellaneous.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (i) by hand, by registered mail, (ii) if via email, two (2) business days after sending; confirmation of receipt requested, or (iii) by courier or express delivery service during business hours to the address set forth beneath the name of such party below, unless such party has given a notice of a change of address in writing:

If to Schrödinger: Michigan Drive
Natick, MA 01760 Attention:
Robert Suto

with a copy to “Attention: General Counsel” at Schrödinger, Inc.
1540 Broadway, 24th Floor New York, NY 10036 with notice to legal@schrodinger.com

11. **Miscellaneous.**

(a) **Relationship of the Parties.** This Agreement does not provide, and shall not be interpreted or understood to provide, any third parties with any remedy, claim, cause of action, or privilege. Nothing in this Agreement shall be interpreted or understood as creating an employer-employee or agency relationship, or a partnership or a joint venture between the parties.

(b) **Governing Law.** This Agreement and its enforcement shall be governed by, and interpreted according to, the laws of the State of New York, without regard to conflicts-of-law principles. The exclusive venue for any action relating to this Agreement shall be the state and federal courts situated in the State of New York, County of New York, and each party expressly consents to the jurisdiction of such courts.

(c) **Assignment.** This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party, except that a party may assign this Agreement without consent (i) to an entity that is acquiring all or substantially all of such party’s assets and assuming all liabilities related to those acquired assets, or (ii) in the event of a corporate reorganization of the relevant party’s organization. Any attempt to assign this Agreement in violation of this provision shall be null and void.

(d) **Force Majeure.** Neither party shall be liable for any cessation, interruption or delay in the performance of its obligations in this Agreement due to earthquake, flood, fire, storm, natural disaster, public health emergency, pandemic, act of God, war, armed conflict, terrorism, labor strike, lockout, or boycott ("**Force Majeure Event**"), provided, however, that the party relying upon this Section shall be required (i) to give the other party prompt written notice of a Force Majeure Event within ten (10) days following discovery of the Force Majeure Event, and (ii) to take all steps reasonably necessary under the circumstances to mitigate the effects of the Force Majeure Event.

(e) **Entire Agreement.** This Agreement, including all SOWs or other attachments incorporated into it, constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth in this Agreement.
(f) **Conflicts.** In the event of any conflict between the terms of this Agreement and any SOW or attachment, the terms of this Agreement shall take precedence.

(g) **Waiver and Modification.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each party agrees that such provision shall be enforced to the maximum extent permissible so as to put the intent of the parties into effect, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way as a result of any such determination of illegality, invalidity or unenforceability. This Agreement may only be amended in writing signed by duly authorized representatives of Client and Schrödinger.

(h) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All of the counterparts taken together shall be deemed to be the same instrument.

(i) **Interpretation.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. “Including” or “includes” do not imply the exclusion of any elements unless explicitly identified as excluding them.