FOIA CONFIDENTIAL TREATMENT REQUESTED

As confidentially submitted to the Securities and Exchange Commission on May 6, 2020. This Amendment No. 1 to the draft registration statement dated April 8, 2020 has not been publicly filed with the Securities and Exchange Commission and all information herein remains confidential.

Registration No. 333–

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-1
REGISTRATION STATEMENT

UNDER
THE SECURITIES ACT OF 1933

Forma Therapeutics Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**2836**	**37-1657129**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

500 Arsenal Street, Suite 100
Watertown, Massachusetts 02472
(617) 679-1970

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Frank D. Lee
President and Chief Executive Officer
Forma Therapeutics Holdings, Inc.
500 Arsenal Street, Suite 100
Watertown, Massachusetts 02472
(617) 679-1970

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

William D. Collins, Esq.
Sarah Ashfaq, Esq.
Gabriela Morales-Rivera, Esq.
Goodwin Procter LLP
100 Northern Avenue
Boston, Massachusetts 02210
(617) 570-1000

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250 Greenwich Street
New York, New York 10007
(212) 230-8800

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	**PROPOSED MAXIMUM AGGREGATE OFFERING PRICE (1)**	**AMOUNT OF REGISTRATION FEE (2)**
Common stock, $0.001 par value per share	$	$

(1) Estimated solely for the purpose of computing the registration fee in accordance with Rule 457(o) under the Securities Act of 1933, as amended. Includes the aggregate offering price of shares that the underwriters have the option to purchase to cover over-allotments, if any.

(2) Registration fee will be paid when registration statement is first publicly filed under the Securities Act of 1933, as amended.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant files a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This Amendment No. 1 to the Draft Registration Statement on Form S-1 of Forma Therapeutics Holdings, Inc. is to amend the exhibit index and to submit exhibits 10.12, 10.13 and 10.14. Accordingly, this Amendment No. 1 consists only of the facing page, this explanatory note, Part II, including the signature page and the exhibit index, and the exhibits filed herewith. This Amendment No. 1 does not contain a copy of the prospectus that was included in the Draft Registration Statement on Form S-1 and is not intended to amend or delete any part of the prospectus.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the costs and expenses, other than underwriting discounts and commissions, to be paid by us in connection with the sale of the shares of common stock being registered hereby. All amounts shown are estimates except for the SEC registration fee, the FINRA filing fee and The Nasdaq Global Market initial listing fee.

SEC registration fee	$ *
FINRA filing fee	*
Nasdaq Global Market listing fee	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Blue Sky fees and expenses (including legal fees)	*
Transfer agent and registrar fees and expenses	*
Miscellaneous	*
Total	*

* To be provided by amendment.

Item 14. Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation Law, or the DGCL, authorizes a corporation to indemnify its directors and officers against liabilities arising out of actions, suits and proceedings to which they are made or threatened to be made a party by reason of the fact that they have served or are currently serving as a director or officer to a corporation. The indemnity may cover expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by the director or officer in connection with any such action, suit or proceeding. Section 145 permits corporations to pay expenses (including attorneys' fees) incurred by directors and officers in advance of the final disposition of such action, suit or proceeding. In addition, Section 145 provides that a corporation has the power to purchase and maintain insurance on behalf of its directors and officers against any liability asserted against them and incurred by them in their capacity as a director or officer, or arising out of their status as such, whether or not the corporation would have the power to indemnify the director or officer against such liability under Section 145.

We have adopted provisions in our certificate of incorporation and bylaws to be in effect upon the closing of this offering that limit or eliminate the personal liability of our directors to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended. Consequently, a director will not be personally liable to us or our stockholders for monetary damages or breach of fiduciary duty as a director, except for liability for:

- any breach of the director's duty of loyalty to us or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- any unlawful payments related to dividends or unlawful stock purchases, redemptions or other distributions; or
- any transaction from which the director derived an improper personal benefit.

These limitations of liability do not alter director liability under the federal securities laws and do not affect the availability of equitable remedies such as an injunction or rescission.

In addition, our bylaws provide that:

- we will indemnify our directors, officers and, in the discretion of our board of directors, certain employees to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended; and

- we will advance reasonable expenses, including attorneys' fees, to our directors and, in the discretion of our board of directors, to our officers and certain employees, in connection with legal proceedings relating to their service for or on behalf of us, subject to limited exceptions.

We intend to enter into indemnification agreements with each of our directors and executive officers. These agreements provide that we will indemnify each of our directors, certain of our executive officers and, at times, their affiliates to the fullest extent permitted by Delaware law. We will advance expenses, including attorneys' fees (but excluding judgments, fines and settlement amounts), to each indemnified director or executive officer in connection with any proceeding in which indemnification is available and we will indemnify our directors and officers for any action or proceeding arising out of that person's services as a director or officer brought on behalf of us or in furtherance of our rights. Additionally, certain of our directors or officers may have certain rights to indemnification, advancement of expenses or insurance provided by their affiliates or other third parties, which indemnification relates to and might apply to the same proceedings arising out of such director's or officer's services as a director referenced herein. Nonetheless, we have agreed in the indemnification agreements that our obligations to those same directors or officers are primary and any obligation of such affiliates or other third parties to advance expenses or to provide indemnification for the expenses or liabilities incurred by those directors are secondary.

We also maintain general liability insurance, which covers certain liabilities of our directors and officers arising out of claims based on acts or omissions in their respective capacities as directors or officers, including liabilities under the Securities Act of 1933, as amended, or the Securities Act.

The underwriting agreement filed as Exhibit 1.1 to this registration statement provides for indemnification of us and our directors and officers by the underwriters against certain liabilities under the Securities Act and the Securities Exchange Act of 1934.

Item 15. Recent Sales of Unregistered Securities

In the three years preceding the filing of this registration statement, we have issued the following securities that were not registered under the Securities Act:

(a) Issuances of Capital Stock

In December 2019, certain investors purchased an aggregate of 53,593,440 shares of our Series D preferred stock for approximately $99,999,999.76 at $1.8659 per share.

In December 2019, an investor elected to purchase all 1,271,452 shares of our common stock pursuant to the terms of a warrant agreement at an exercise price of $0.01 per share of common stock. In March 2020, an investor elected to purchase 1,271,452 shares of our common stock pursuant to the term of a warrant agreement at an exercise price of $0.01 per share of common stock.

No underwriters were involved in the foregoing sales of securities. The sales of securities described above were deemed to be exempt from registration pursuant to Section 4(a)(2) of the Securities Act, including Regulation D and Rule 506 promulgated thereunder, as transactions by an issuer not involving a public offering. All of the purchasers in these transactions represented to us in connection with their purchase that they were acquiring the securities for investment and not distribution, that they could bear the risks of the investment and could hold the securities for an indefinite period of time. Such purchasers received written disclosures that the securities had not been registered under the Securities Act and that any resale must be made pursuant to a registration or an available exemption from such registration. All of the foregoing securities are deemed restricted securities for the purposes of the Securities Act.

(b) Grants and Exercises of Stock Options

We have granted stock options to purchase an aggregate of 16,644,581 shares of our common stock, net of forfeitures, with exercise prices ranging from $1.18 to $1.27 per share, to certain employees, directors and consultants pursuant to the 2019 Stock Incentive Plan. Through the date of filing, 2,125 shares of common stock have been issued upon the exercise of stock options pursuant to the 2019 Plan.

The issuances of the securities described above were deemed to be exempt from registration pursuant to Section 4(a)(2) of the Securities Act or Rule 701 promulgated under the Securities Act as transactions pursuant to compensatory benefit plans. The shares of common stock issued upon the exercise of options are deemed to be restricted securities for purposes of the Securities Act.

Item 16. Exhibits and Financial Statement Schedules

(a) Exhibits.

EXHIBIT NUMBER	EXHIBIT TABLE
1.1*	Form of Underwriting Agreement.
3.1**	Amended and Restated Certificate of Incorporation of the Registrant, as currently in effect.
3.2*	Form of Second Amended and Restated Certificate of Incorporation of the Registrant (to be effective prior to the completion of this offering).
3.3**	By-laws of the Registrant, as currently in effect.
3.4*	Form of Amended and Restated By-laws (to be effective prior to the completion of this offering).
4.1**	Third Amended and Restated Investors' Rights Agreement among the Registrant and certain of its stockholders, dated December 18, 2019.
4.2*	Form of Specimen Common Stock Certificate.
5.1*	Opinion of Goodwin Procter LLP.
10.1**#	2019 Stock Incentive Plan and forms of award agreements thereunder.
10.2*#	2020 Stock Option and Incentive Plan and forms of award agreements thereunder.
10.3*#	Non-Employee Director Compensation Policy.
10.4*#	Senior Executive Cash Incentive Bonus Plan.
10.5*#	2020 Employee Stock Purchase Plan.
10.6*#	Form of Indemnification Agreements between the Registrant and each of its directors and executive officers.
10.7*	Lease Agreement, by and between ARE-500 Arsenal Street, LLC and Forma Therapeutics, Inc., dated May 20, 2011, as amended on July 2, 2011, January 3, 2012, May 24, 2012, July 16, 2014 and September 20, 2017.
10.8*#	Employment Agreement between the Registrant and Steven Tregay, dated October 6, 2008, as amended June 17, 2010.
10.9*#	Employment Agreement between the Registrant and Robert T. Sarisky, dated August 15, 2012.
10.10*#	Separation and Release Agreement between the Registrant and Steven Tregay, dated October 31, 2019, as revised February 25, 2020.
10.11*#	Form of Amended and Restated Employment Agreement.
10.12†	Collaboration and License Agreement by and between Forma Therapeutics, Inc. and Boehringer Ingelheim International GmbH, dated December 21, 2011.
10.13†	License Agreement by and among the Registrant, Forma Therapeutics, Inc. and Celgene Alpine Investment Company II, LLC, dated December 28, 2018.
10.14†	License Agreement, by and among the Registrant, Forma Therapeutics, Inc. and Celgene Alpine Investment Company II, LLC, dated December 28, 2018.
21.1**	Subsidiaries of the Registrant.
23.1*	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.
23.2*	Consent of Goodwin Procter LLP (included in Exhibit 5.1).
24.1*	Power of Attorney (included on signature page to this registration statement).

* To be filed by amendment.
** Previously filed.
# Indicates a management contract or compensatory plan, contract or arrangement.
† Portions of this exhibit (indicated by asterisks) will be omitted in accordance with the rules of the Securities and Exchange Commission. Omitted material for which confidential treatment will be requested will be filed separately with the Securities and Exchange Commission.

(b) Financial Statement Schedules.

None.

Item 17. Undertakings

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Forma Therapeutics Holdings, Inc. has duly caused this registration statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Watertown, Commonwealth of Massachusetts, on the day of , 2020.

Forma Therapeutics Holdings, Inc.

By: _____
Name: Frank D. Lee
Title: President and Chief Executive Officer

SIGNATURES AND POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Frank D. Lee, Todd Shegog, and Jeannette Potts, Ph.D., J.D., and each of them, either of whom may act without the joinder of the other, as his or her true and lawful attorneys-in-fact and agents with full power of substitution and re-substitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to sign any registration statement for the same offering covered by the registration statement that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act, and all post-effective amendments thereto, and to file the same, with all exhibits thereto and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his or their substitute or substitutes, may lawfully do or cause to be done or by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended this registration statement has been signed by the following persons in the capacities indicated on the day of , 2020.

SIGNATURE	TITLE
Frank D. Lee	President, Chief Executive Officer and Director (Principal Executive Officer)
Todd Shegog	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
Timothy P. Clackson, Ph.D.	Director
Marsha Fanucci	Director
Michael Foley, Ph.D.	Director

SIGNATURE	TITLE
Steven E. Hall, Ph.D.	Director
Peter Kolchinsky, Ph.D.	Director
Paolo Paoletti, M.D.	Director
Michal Silverberg	Director
Peter J. Wirth, J.D.	Director

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF DISCLOSED.

Contract No. 43041385

COLLABORATION AND LICENSE AGREEMENT'

This **COLLABORATION AND LICENSE AGREEMENT** (the "**Agreement**") is entered into and made effective as of the 21st day of December, 2011 (the "**Effective Date**") by and between Forma Therapeutics, Inc., a Delaware corporation having its principal place of business at 500 Arsenal Street, Suite 100, Watertown, MA 02472, U.S. ("**Forma**"), and Boehringer Ingelheim International GmbH, a company existing under the laws of Germany, having its principal place of business at Binger Strasse 173, 55216 Ingelheim am Rhein, Germany ("**BI**"). Forma and BI are each referred to herein by name or as a "**Party**" or, collectively, as the "**Parties**".

RECITALS

WHEREAS, Forma possesses expertise and proprietary technology for the efficient screening, discovery and rational development of novel small molecule drug candidates with qualified cellular mechanisms of action;

WHEREAS, BI possesses expertise in the research, development, manufacturing and commercialization of pharmaceuticals, and BI is interested in developing small molecule drug candidates screened and optimized by Forma as drug products in the Field; and

WHEREAS, BI desires to engage in a collaborative effort with Forma pursuant to which Forma will screen its and BI's compound libraries to identify [***], BI and Forma will optimize resulting hits and derivatives thereof, and BI will develop and commercialize certain resulting compounds, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS

As used in this Agreement, the following terms will have the meanings set forth in this Article I unless context dictates otherwise:

1.1 "**Activate**" means the process of selecting compounds from the Forma Proprietary Library to which Forma grants exclusive development and commercialization rights to BI under the license granted in Section 5.1(b), as further described in Section § 8.3. Compounds so selected shall be referred to as "**Activated Compounds**".

1.2 "**Affiliate**" means any entity, that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with a Party, regardless of whether such Affiliate is or becomes an Affiliate on or after the Effective Date. An entity shall be deemed to "control" another entity if it (a) owns, directly or indirectly, beneficially or legally, at least fifty percent (50%) of the outstanding voting securities or capital stock (or such lesser percentage which is the maximum allowed to be owned by an entity in a particular jurisdiction) of such other entity, or has other comparable ownership interest with respect to any entity other than a corporation; or (b) has the power, whether pursuant to contract, ownership of securities or otherwise, to direct the management and policies of the entity.

1.3 "**Arbitration Request**" has the meaning assigned to such term in Section 13.2.

1.4 "**BI Collaboration Project**" means [***]. A BI Collaboration Project will cease to be a BI Collaboration Project when it becomes a Forma Project.

1.5 "**BI Compound Libraries**" means BI's small molecule compound libraries that are screened against Collaboration Targets under the Research Plan.

1.6 "**BI Derivative**" means a Derivative of a Collaboration Compound made by or on behalf of BI, its Affiliates or sublicensees.

1.7 "**BI Research Technology**" means all Information and Patents Controlled by BI and its Affiliates as of the Effective Date or thereafter during the Term that are necessary for Forma to conduct activities under the Research Plan and hit-to-lead and lead optimization activities for Collaboration Compounds in Forma Collaboration Projects during the applicable Optimization Phase.

1.8 "**BI Target Technology**" means, with respect to a Forma Project, (a) [***], and (b) [***]. The BI Target Technology does not include Information or Patents that are Controlled by BI and/or its Affiliates to the extent related to the combination of a Collaboration Compound from such Forma Project with any other active pharmaceutical compound Controlled by BI and/or its Affiliates.

1.9 "**Breaching Party**" has the meaning assigned to such term in Section 12.2(a).

1.10 "**Business Day**" means a day on which banking institutions in Cambridge, Massachusetts, United States, and Ingelheim am Rhein, Germany are open for business, excluding any Saturday or Sunday. For clarity, any other reference to "day" under this Agreement shall mean calendar day.

1.11 "**Call Option**" has the meaning assigned to such term in Section 3.6(a).

1.12 "**Call Option Period**" has the meaning assigned to such term in Section 3.6(a).

1.13 "**Change of Control**" means, with respect to a Party: (a) any sale or disposition (in one transaction or a series of related transactions) of all or substantially all of the assets of such Party; (b) the acquisition by any Third Party of beneficial ownership of fifty percent (50%) or more of the then outstanding common shares or voting power of such Party, other than acquisitions by

employee benefit plans sponsored or maintained by such Party; or (c) the consummation of a business combination involving such Party, unless, following such business combination, the stockholders of such Party immediately prior to such business combination beneficially own directly or indirectly more than fifty percent (50%) of the then outstanding common shares or voting power of the entity resulting from such business combination; excluding in each case (i) a transaction solely to change the domicile of the Party; (ii) the issuance of equity for financing purposes to a Third Party; or (iii) upon consummation of a public offering of shares of a Party's capital stock.

1.14 "**Chemotype**" means, with respect to a Collaboration Target, a set of structurally related Collaboration Compounds containing those structural features that an experienced medicinal chemist would reasonably believe suitable to preserve the biological activity of such compounds. The Chemotypes will be defined structurally including their library of origin (e.g., BI Compound Library or Forma Compound Library) and submitted to the JSC for approval as Exhibit C prior to the commencement of Hit exploration under Section 2.5. The Parties shall update Exhibit C if necessary and as approved by the JSC to include any new Chemotypes, including specification of the Hit from which such new Chemotype was derived. In the event the JSC does not agree on any aspects of a new Chemotype, such aspects will not be worked on under this Agreement in any way by either Party. For clarity, the Chemotype for each Hit or series of Hits will clearly define (a) the central core, (b) the positions of substitution on the central core, (c) the attachment functionality used to substitute the central core, and (d) the substituents in the periphery of the Chemotype structure, in each case as approved by the JSC.

1.15 "**Claims**" has the meaning assigned to such term in Section 11.1,

1.16 "**Clinical Trial**" means a Phase 1 Clinical Trial, Phase 2 Clinical Trial or Phase 3 Clinical Trial.

1.17 "**Collaboration Compound**" means, with respect to a Collaboration Target, any one of the following compounds; (a) [***].

1.18 "**Collaboration Target**" means the protein-protein interaction targets agreed by the Parties for inclusion under this Agreement, either as of the Effective Date or as replacements for such initial targets pursuant to Section 2.3. The initial [***] Collaboration Targets are set forth on Exhibit A. For clarity, [***] are not considered the same Collaboration Target but shall be defined herein as the same "**Target Family**", [***]. [***]. The Target Family for each initial Collaboration Target is set forth on Exhibit A. A target will cease to be a Collaboration Target when such target is terminated or the project for such target becomes a Forma Project.

1.19 "**Commercially Reasonable Efforts**" means, with respect to a Party's obligations under this Agreement to research, develop or commercialize a Collaboration Compound or Licensed Product, the carrying out of its obligations in a sustained manner using a level of efforts in good faith consistent with the reasonable practices of pharmaceutical companies with comparable size and business activities of the respective Party, and the exercise of prudent scientific and business judgment for the, development and commercialization of a pharmaceutical product having similar market potential as a Product at a similar stage of its product life, taking into account all relevant matters such as the prospects of or actual establishment of the Product in

the marketplace, the competitiveness of the marketplace, the proprietary position of the Product, the regulatory status involved, the pricing and launching strategy and the relative safety and efficacy of the Product (but without consideration of payments under this Agreement). Commercially Reasonable Efforts requires that the Party: (a) promptly assign responsibility for such obligations or tasks to specific employee(s) who are held accountable for progress and monitor such progress on an on-going basis, (b) set and consistently seek to achieve specific and meaningful objectives for carrying out such obligations, and (c) consistently make and implement decisions and allocate resources designed to advance progress with respect to such objectives.

1.20 "**Competitive Infringement**" has the meaning assigned to such term in Section 8.4(a).

1.21 "**Confidential Information**" has the meaning assigned to such term in Section 9.1.

1.22 "**Control**," "**Controls**," "**Controlled**" or "**Controlling**" means, with respect to any intellectual properly, possession of the ability to grant the licenses or sublicenses as provided herein without violating the terms of any agreement or other arrangement with any Third Party; provided that any intellectual property Controlled by a Future Acquiror of Forma or BI shall not be treated as "Controlled" by Forma or BI, respectively for purposes of this Agreement except as provided in Section 13.4.

1.23 "**cGMP**" means all applicable standards relating to manufacturing practices for fine chemicals, intermediates, bulk products, Collaboration Compounds or Licensed Products, including (i) the principles detailed in the U.S. Current Good Manufacturing Practices, 21 C.F.R. Parts 210 and 211 and The Rules Governing Medicinal Products in the European Community, Volume IV, Good Manufacturing Practice for Products, as each may be amended from time to time or (ii) standards promulgated by any governmental body having jurisdiction over the manufacture of a Collaboration Compound or Licensed Product, in the form of laws or regulations.

1.24 "**Derivative**" means, with respect to a Hit or Collaboration Compound, any and all compounds whose discovery, development or optimization is derived from such compound. For purposes of this definition, a derived compound includes analogs of the Hit or Collaboration Compound that are (a) derived by modifying such compound by chemical or molecular-genetic means or (b) structurally novel compounds that were created from such compound by modifying the central core structure of such compound (commonly known as scaffold hopping), in each case (a) and (b) that were not independently developed by a Party or its Affiliates as shown by contemporaneous scientific records.

1.25 "**Disclosing Party**" has the meaning assigned to such term in Section 9.1.

1.26 "**Dollars**" or "**$**" means the legal tender of the U.S.

1.27 "**EMA**" means the European Medicines Agency, and any successor entity thereto.

1.28 "**European Commission**" means the executive body of the European Union that has legal authority to grant marketing authorization approvals for pharmaceutical products in the European Union following scientific evaluation and recommendation from the EMA or other applicable Regulatory Authorities.

1.29 "**European Union**" or "**EU**" means all countries that are officially recognized as member states of the European Union at any particular time during the Term,

1.30 "**Excluded Compound**" means a compound for which any Forma Collaborator has, prior to selection of Hits by the JPC under Section 2.4(c), filed a Patent or obtained exclusive rights from Forma (as evidenced by written documentation) to such compound.

1.31 "**Excluded Technology**" has the meaning assigned to such term in Section 5.6(b).

1.32 "**Executive Officers**" has the meaning assigned to such term in Section 4.1(d).

1.33 "**FDA**" means the U.S. Food and Drug Administration, and any successor entity thereto.

1.34 "**Field**" means [***].

1.35 "**First Commercial Sale**" means, with respect to each Licensed Product or Forma Product, the first sale to a Third Party for which revenue has been recognized by BI or Forma, respectively, or their respective Affiliates or Sublicensees in any country in the Territory after all required Regulatory Approvals have been granted, or such sale is otherwise permitted, by the Regulatory Authority in such country, provided that the following shall not constitute a First Commercial Sale: (a) [***], (b) [***], (c) [***], and (d) [***].

1.36 "**Forma Collaboration Agreement**" means any written agreement between a Forma Collaborator and Forma.

1.37 "**Forma Collaboration Project**" means the [***]. A Forma Collaboration Project will cease to be a Forma Collaboration Project when it becomes a Forma Project.

1.38 "**Forma Collaborator**" means any Third Party to whom Forma or its Affiliate (a) delivers one or more compound(s) in the Forma Compound Libraries for screening of targets by such Third Party or (b) grants intellectual property rights and with which Forma (whether with, through, or on behalf of such Third Party) researches, develops, manufactures or commercializes any compound in the Forma Compound Libraries.

1.39 "**Forma Compound Libraries**" means Forma's [***] compound libraries, which include the Forma Proprietary Library and commercially available compounds, that are screened against Collaboration Targets under the Research Plan.

1.40 "**Forma Derivative**" means a Derivative of a Hit, from either the Forma Compound Libraries or the BI Compound Libraries, in the same Chemotype as such Hit, made by or on behalf of Forma or its Affiliates (a) pursuant to the Research Plan following the JPC's selection of Hits under Section 2.4(c) and prior to satisfaction of the SoH2L-Criteria for the applicable Collaboration Target, or (b) in a Forma Collaboration Project prior to BI's exercise of the Call Option therefor.

1.41 "**Forma Know-How**" means, with respect to a BI Collaboration Project or Forma Collaboration Project, all Information that is necessary or reasonably useful for the manufacture,

use or sale of a Collaboration Compound for such target, in each case to the extent such Information is Controlled by Forma or its Affiliates on the Effective Date or during the Term, but excluding any Excluded Technology. The Forma Know-How excludes all Know-How in the Forma Research Technology.

1.42 "**Forma Patents**" means, with respect to a BI Collaboration Project or Forma Collaboration Project, all Patents that are Controlled as of the Effective Date or thereafter during the Term by Forma or its Affiliate(s) and that claim the composition of matter, manufacture or use of one or more Collaboration Compounds from such project or that would otherwise be infringed, absent a license, by the manufacture, use or sale of any Collaboration Compound from such project, but excluding any Excluded Technology. The Forma Patents exclude all Patents in the Forma Research Technology.

1.43 "**Forma Product**" means any product that includes a Collaboration Compound from a Forma Project, [***].

1.44 "**Forma Project**" means a terminated BI Collaboration Project, a terminated Forma Collaboration Project, and a Forma Collaboration Project for which the Call Option expired, as described in Section 6.4.

1.45 "**Forma Proprietary Library**" means compound libraries that are designed and synthesized by or on behalf of Forma using Forma Research Technology.

1.46 "**Forma Research Technology**" means all Information and Patents Controlled by Forma or its Affiliates as of the Effective Date or thereafter during the Term that (a) is disclosed by Forma to BI under this Agreement and (b) relates to [***] ("**DOS**"), but excluding any Excluded Technology.

1.47 "**Forma Technology**" means the Forma Know-How and Forma Patents, but excluding any Excluded Technology.

1.48 "**FTE**" means a qualified full-time individual's work time dedicated by Forma to work under the Research Plan, or in the case of less than a full-time dedicated individual, a fulltime equivalent person year, based upon a total of [***] per year of work under the Research Plan.

1.49 "**FTE Rate**" means the rate of FTE costs incurred by Forma, which for the purpose of this Agreement shall initially be set at an annual rate of [***] Dollars ($[***]) per FTE. The FTE rate shall be [***] from the Effective Date. [***].

1.50 "**Future Acquirer**" means a person or entity that succeeds to all or substantially all of a Party's business or assets relating to the subject matter of this Agreement in connection with a Change of Control of such Party.

1.51 "**Hit**" [***].

1.52 "**Hit Identification Process**" means the high-throughput screening using biochemical or cellular assays together with the hit validation process as set forth in the Research Plan.

1.53 "**Improvement**" means any Information made by BI in the course of exercising its licenses under Sections 5.1(a) and 5.1(b) that is an improvement, including to synthetic methods, of any Forma Research Technology, and all intellectual property rights, including patent rights, therein.

1.54 "**IND**" means an investigational new drug application filed with the FDA pursuant to Part 312 of Title 21 of the U.S. Code of Federal Regulations, including any amendments thereto.

1.55 "**Indemnitee**" has the meaning assigned to such term in Section 11.3.

1.56 "**Information**" means any data, results, technology, business or financial information or information of any type whatsoever, in any tangible or intangible form, including know-how, trade secrets, practices, techniques, methods, processes, inventions, developments, specifications, formulations, formulae, compound libraries, materials or compositions of matter of any type or kind (patentable or otherwise), software, algorithms, marketing reports, expertise, technology, test data (including pharmacological, biological, chemical, biochemical, clinical test data and data resulting from non-clinical studies), CMC information, stability data and other study data and procedures.

1.57 "**Joint Project Committee**" or "JPC" has the meaning assigned to such term in Section 4.2(a).

1.58 "**Joint Steering Committee**" or "JSC" has the meaning assigned to such term in Section 4.1(a).

1.59 "**Licensed Product**" means any product that includes (a) a Collaboration Compound (including Collaboration Compounds generated under a BI Collaboration Project or Forma Collaboration Project) or (b) a BI Derivative of a Collaboration Compound (including Collaboration Compounds generated from a BI Collaboration Project or Forma Collaboration Project), in each case whether or not as the sole active ingredient and in any dosage form or formulation.

1.60 "**Losses**" has the meaning assigned to such term in Section 11.1.

1.61 "**Major Markets**" means [***].

1.62 "**Marketing Authorization Application**" or "**MAA**" means an application to the appropriate Regulatory Authority for approval to market a Licensed Product (but excluding pricing or reimbursement approval) in any particular jurisdiction, including an NDA in the U.S.

1.63 "**Materials**" has the meaning assigned to such term in Section 3.8.

1.64 "**MHLW**" means the Japanese Ministry of Health, Labour and Welfare or any successor entity.

1.65 "**NDA**" means a New Drug Application (as more fully defined in 21 C.F.R. 314.5 *et seq. or* its successor regulation) and all amendments and supplements thereto filed with the FDA.

1.66 "**Net Sales**" has the meaning set forth in Exhibit D.

1.67 "**Patents**" means all patent applications, provisional patent applications and issued or granted patents, together with any continuations, divisions, continuations-in-part, reexaminations, reissues, renewals, extensions, term restorations, and supplemental protection certificates thereof, anywhere in the world for each of the foregoing.

1.68 "**Payee**" has the meaning assigned to such term in Section 7.5.

1.69 "**Payor**" has the meaning assigned to such term in Section 7.5.

1.70 "**Phase 1 Clinical Trial**" means a human clinical trial conducted in any country that meets the requirements of 21 CFR §312.21(a). By way of example and not limitation, a Phase 1 Clinical Trial is usually performed as a single or multiple dose clinical study in healthy volunteers or patients to assess specific administration, distribution, metabolism, excretion (ADME), safety and tolerability, bioavailability/bioequivalence or exploratory efficacy (in the sense of demonstrating "proof-of-principle") of an investigational drug, and the emphasis in Phase 1 is usually on safety and tolerability and it is typically used to plan patient dosing in Phase 2 clinical studies. For the avoidance of doubt, a Phase I Clinical Trial will be deemed to have occurred by the initiation of a combined Phase lb/2 clinical study. In such case, the Parties will agree on the respective allocation of initial and subsequent phase of such clinical trial to be outlined in BI's respective development plan, not to be unreasonably withheld or delayed. Each Phase 1 Clinical Trial shall be deemed commenced or initiated upon dosing of the first participant in such trial.

1.71 "**Phase 2 Clinical Trial**" means a human clinical trial conducted in any country that meets the requirements of 21 CFR §312.21(b). By way of example and not limitation, a Phase 2 Clinical Trial is usually a well controlled clinical study in patients designed to assess early efficacy ("proof-of-concept") or to gain dose-ranging information about an investigational drug, along with product safety data. For the avoidance of doubt, a Phase 2 Clinical Trial may also represent the second part of a combined Phase lb/2 clinical study or deemed to have occurred by the initiation of a combined Phase 2/3 clinical study. In such case, the Parties will agree on the respective allocation of the later phase of such clinical trial to be outlined in BI's respective development plan not to be unreasonably withheld or delayed. Each Phase 2 Clinical Trial shall be deemed commenced or initiated upon dosing of the first participant in such trial.

1.72 "**Phase 3 Clinical Trial**" means a human clinical trial conducted in any country that meets the requirements of 21 CFR §312.21(c). By way of example and not limitation, a Phase 3 Clinical Trial is a large scale clinical study (usually several hundreds of patients) performed after preliminary evidence suggesting effectiveness of the drug has been obtained in Phase 2 clinical studies, and it is intended to gather the pivotal information about effectiveness and safety that is needed to evaluate the overall benefit-risk relationship of the drug and, along with other clinical trials, to provide an adequate basis for Regulatory Approval. For the avoidance of doubt, a Phase 3 Clinical Trial may also represent the second part of a combined Phase 2/3 clinical study or a pivotal trial. In such case, the Parties will agree on the respective allocation of the combined Phase 2/3 or pivotal trial to be outlined in BI's respective development plan not to be unreasonably withheld or delayed, provided that in no event will this period be longer than the first filing for marketing authorization for an applicable product. Each Phase 3 Clinical Trial shall be deemed commenced or initiated upon dosing of the first participant in such trial.

1.73 "**Proposed Target**" means a proposed Collaboration Target, either as set forth on Exhibit A or [***]. A Proposed Target shall cease to be a Proposed Target at the earlier of (a) the JSC designating such Proposed Target as a Collaboration Target pursuant to Section 2.3, (b) replacement of such Proposed Target pursuant to Section 2.3, or (c) [***] prior to the end of the [***] of the Research Term at which time such Proposed Target shall become a Collaboration Target under Section 2.3.

1.74 "**Prosecution and Maintenance**" or "**Prosecute and Maintain**" means, with respect to a Patent, the preparing, filing, prosecuting and maintenance of such Patent, as well as re-examinations, reissues, and requests for patent term adjustments and patent term extensions with respect to such Patent, together with the initiation or defense of interferences, the initiation or defense of oppositions and other similar proceedings with respect to the particular Patent, and any appeals therefrom. For clarification, "Prosecution and Maintenance" or "Prosecute and Maintain" shall not include any other enforcement actions taken with respect to a Patent.

1.75 "**Receiving Party**" has the meaning assigned to such term in Section 9.1.

1.76 "**Regulatory Approval**" means any and all approvals, licenses, registrations, or authorizations of any country, federal, supranational, state or local regulatory agency, department, bureau or other government entity that are necessary for the manufacture, use, storage, import, transport and/or sale of a particular Licensed Product or Forma Product in the applicable jurisdiction including, where applicable, all necessary pricing and reimbursement approvals.

1.77 "**Regulatory Authority**" means the FDA in the U.S. or any health regulatory authority in another country or region in the Territory that holds responsibility for granting regulatory marketing approval for a Licensed Product in such country or region, including the EMA and the MHLW and any successors) thereto.

1.78 "**Research Phase**" has the meaning assigned to such term in Section 2.1.

1.79 "**Research Plan**" has the meaning assigned to such term in Section 2.2.

1.80 "**Research Term**" means the four (4)-year period following the Effective Date, as may be extended pursuant to Section 2.8.

1.81 "**SoExfProf-Criteria**" means [***].

1.82 "**SoH2L-Criteria**" means, [***].

1.83 "**Sublicensee**" means, with respect to a particular Licensed Product or Forma Product, a Third Party to whom BI or Forma, as applicable, has granted a sublicense or license under any Forma Technology, BI Target Technology or BI Patent (including Information assigned under Section 8.1) for such Licensed Product or Forma Product, but excluding any Third Party acting solely as a distributor.

1.84 "**Term**" has the meaning assigned to such term in Section 12.1.

1.85 "**Territory**" means [***].

1.86 "**Third Party**" means any entity other than Forma or BI or an Affiliate of Forma or BI.

1.87 "**United States**" or "**U.S**." means the United States of America and all of its territories and possessions.

ARTICLE II
RESEARCH PHASE

2.1 Overview. Pursuant to this Agreement and as further provided in this Article 2 and in Article 3, the Parties will undertake a collaborative program consisting of (i) a Research Phase conducted during the Research Term, and (ii) an Optimization Phase. During the Research Term, [***] (the "**Research Phase**"), as described in this Article 2. Following satisfaction of the applicable SoH2L-Criteria, the Parties will conduct hit-to-lead and lead optimization activities in the Optimization Phase, as described in Article 3.

2.2 Research Plan. All activities conducted by the Parties during the Research Term [***] will be conducted pursuant to a comprehensive research plan (the "**Research Plan**"), which will outline the research activities to be conducted by the Parties, responsibilities of each Party, the number of FTEs conducting such activities and the SoH2L-Criteria, and will contain a proposed budget for such activities. The Research Plan will be designed with the objective of satisfying the SoH2L-Criteria and enabling a determination as to whether such criteria have been met. A generic Research Plan has been agreed to by the Parties and is attached hereto as Exhibit B. The actual Research Plan as described here in Section 2.2 on a Collaboration Target-by-Collaboration Target basis will be agreed by the Parties and amended to Exhibit B. On a quarterly basis, the JSC will adjust the FTE allocations in the Research Plan based on the level of ongoing activities and submit such amended Research Plan to the Parties for approval consistent with the principle of supporting the research of [***] Collaboration Targets in [***] of the Research Term. In addition, the JSC will update the Research Plan from time to time during the Research Term (but no less frequently than [***]), including to provide for activities for newly designated Collaboration Targets or to remove activities for terminated Collaboration Targets, and shall submit such updated Research Plan to the Parties for approval. Each updated Research Plan will replace the Research Plan previously in effect. Each Research Plan will be reviewed as necessary at each meeting of the JPC and JSC, and at any other time upon the request of either Party, and the JPC may suggest modifications to the JSC, which may suggest modifications to the Parties, as appropriate, to reflect material scientific or commercial developments. In the event of any inconsistency between the Research Plan and this Agreement, the terms of this Agreement will prevail and any such inconsistent portion of a Research Plan is hereby expressly rejected. For clarity, only the Parties, and not the JPC or JSC, shall have the right to amend the Research Plan (including its budget).

2.3 Collaboration Targets. As of the Effective Date, the Parties have agreed to [***] Collaboration Targets and [***] Proposed Targets, as well as all members of the Target Family

for each such Collaboration Target and Proposed Target, all as set forth on Exhibit A. The JSC shall determine the initial research activities to be conducted by Forma to explore the potential for configuring assays for each Proposed Target (the "**Exploratory Research**"). Following such Exploratory Research, at the election of the JSC and pursuant to the Research Plan, such Proposed Target shall become a Collaboration Target and Forma shall commence activities toward configuring assays for such Collaboration Target. [***] prior to the end of the second year of the Research Term, all then-remaining Proposed Targets shall become Collaboration Targets. At any time prior to such date, for up to [***] Proposed Targets, BI may propose to the JSC a replacement protein-protein interaction target with a primary therapeutic application for oncology for such Proposed Target for inclusion in the Research Phase. Within [***] days after each such proposal, Forma will notify BI if Forma or its Affiliates (a) is then conducting an internal program, or a program for a Third Party, to screen the Forma Compound Libraries (or any portion thereof selected by Forma to be screened) against any such proposed target, (b) is preclinically or clinically developing or commercializing, itself or through a Third Party, a compound directed toward such proposed target, or has granted a Third Party rights to any of the foregoing, or (c) has entered into an agreement that would prevent Forma from granting the rights under this Agreement to BI to identify, screen, develop and commercialize a compound directed toward such proposed target. If Forma does not provide such notice and appropriate certifying documentation, e.g. laboratory notebooks to the extent legally possible and subject to any Third Party confidentiality restrictions, within such [***] period for a particular proposed target, then such target shall become a Proposed Target, the replaced Proposed Target shall no longer be a Proposed Target and Forma shall initiate Exploratory Research for such Proposed Target. If Forma does notify BI that such target is not eligible to become a Proposed Target, then BI may propose an alternative target, which will be subject to the gatekeeping process described above in this Section 2.3. For clarity, the maximum number of Collaboration Targets for which Forma is obligated to commence activities towards configuring assays during the Research Term is [***] and the maximum number of Proposed Targets that may be exchanged under this Section 2.3 is [***]. If research activities under the Research Plan for a Collaboration Target are commenced and then terminated (whether for scientific or other reasons) BI may not nominate, and Forma shall not be obligated to consider, a replacement target for such Collaboration Target and such discontinued Collaboration Target shall be deemed terminated under Section 12.3.

2.4 High-Throughput Screening.

(a) Forma shall be responsible for conducting research to configure its proprietary mammalian protein-protein interaction trap assay ("**MAPPIT**") and biochemical screening assays for each Collaboration Target. If such configuration is successful, [***]. Upon completion of all MAPPIT assays in the Hit Identification Process for a Collaboration Target, Forma shall notify BI and deliver to the JPC a data package containing all results and analyses from such assays, but excluding structural information. Upon completion of all biochemical assays in the Hit Identification Process for a Collaboration Target according to the Research Plan, Forma shall notify BI and deliver to the JPC a data package containing all results and analyses from such assays, but excluding structural information. Within [***] Business Days after receipt of each such data package, the JPC shall convene an ad hoc meeting to review the data package and confirm the completion of the applicable assays as described in the Research Plan (in which case the first two milestones in Section 7.3(a) shall be deemed achieved) not later than [***] Business Days after the JPC has convened in accordance with this provision.

(b) Upon completion of all screening activities for a Collaboration Target, Forma shall provide BI with a list of all Hits for such Collaboration Target from the BI Compound Libraries. Within [***] Business Days after receipt of such list, (i) BI shall provide to the JPC a list containing a subset of such Hits that BI reasonably determines most promising for hit exploration activities, along with structural information for each such Hit, and (ii) Forma shall provide to the JPC a list containing a subset of all Hits for such Collaboration Target from the Forma Compounds Libraries that Forma reasonably determines most promising for hit exploration activities, along with structural information for each such Hit, a description of all Chemotypes to which such Hits belong, and a designation of the Hits that are from the Forma Proprietary Library.

(c) Promptly after (but in no event more than [***] Business Days after) receipt of both Hit lists from Forma and from BI, the JPC will schedule an hoc meeting to review, discuss and determine which Hits (if any) to select for derivatization and other Hit exploration activities to be conducted by Forma. The JPC will propose to the JSC all Hits selected for such activities including the Chemotypes to which such Hits belong and the library of origin (i.e., the Forma Proprietary Library, other Forma Compound Libraries or the BI Compound Libraries). Upon approval by the JSC this information will be documented in Exhibit C and attached to the JSC minutes. [***].

(d) Forma will notify BI in the event that [***] thereto (collectively, "**Specified Scaffolds**") have restrictions applicable to the use or screening thereof for antibacterial purposes pursuant to the terms of an existing Forma agreement with a Third Party. As to any such Specified Scaffolds, BI agrees that it will not, directly or through an Affiliate or Third Party, conduct any of the following activities prior to January 1, 2014: (i) screen such Specified Scaffold against an antibacterial target; (ii) create any Derivative of or develop any Specified Scaffold for use as an antibacterial compound or file any patent or patent application covering the composition or use of such Specified Scaffold; and (iii) develop antibacterial compounds using the Specified Scaffold, including using chemical methodologies used to synthesize the Specified Scaffold or chemical core thereof, or file any patent application covering the composition or use of any such compound.

2.5 Hit Exploration Activities. Following the JSC's approval of Hits and Chemotypes for a Collaboration Target under Section 2.4(c), Forma shall conduct hit exploration chemistry activities in accordance with the Research Plan and Section 2.7, with a goal of identifying selected Hits and Forma Derivatives that satisfy the SoH2L-Criteria. Upon the completion of such activities and identification of one or more selected Hits and Forma Derivatives that satisfy the SoH2L-Criteria, Forma shall promptly notify BI in writing and shall provide to the JPC a complete data package containing all deliverables required to be provided under the Research Plan (the "**SoH2L Report**"), including [***]. Unless otherwise agreed by the Parties, the JPC will schedule an ad hoc meeting not more than [***] Business Days after receipt of any such SoH2L Report to review such SoH2L Report and Forma's Chemotype designation. Not later than [***] days after receipt by the JPC, or earlier as designed by BI, (i) the JPC shall confirm that [***], (ii) BI will pay [***], and (iii) the JSC will record in its minutes all Collaboration Compounds and Chemotypes to which such Collaboration Compounds belong, and the Parties will update Exhibit C to include such Chemotypes. BI will thereafter have the license set forth in Section 5.1(b) and will, unless otherwise determined under Section 3.2, assume responsibility for hit-to-lead and lead optimization activities for such Collaboration Compounds pursuant to Article 3. Any dispute between the Parties regarding whether Hits or Forma Derivatives satisfy the SoH2L-Criteria shall be resolved by the Parties pursuant to Section 4.2(d).

2.6 BI Early Optimization. BI shall have the right, prior to achievement of the SoH2L-Criteria for a Collaboration Target, to commence a BI Collaboration Project for such Collaboration Target using Hits identified by Forma by paying the SoH2L milestone under Section 7.3(a) and, if not previously paid, the milestones for completion of the MAPPIT Hit Identification Process and completion of the biochemical Hit Identification Process for such Collaboration Target. In such event, the JPC will determine the Chemotypes for such Collaboration Target prior to BI's commencement of the BI Collaboration Project for such Collaboration Target, and the Parties will update Exhibit C accordingly. BI will thereafter have the license set forth in Section 5.1(b) and will assume responsibility for hit-to-lead and lead optimization activities for the Collaboration Compounds for such Collaboration Target pursuant to Article 3.

2.7 Efforts. For each Collaboration Target, and as to all activities under this Article 2, Forma's obligation shall be to use Commercially Reasonable Efforts to conduct all such activities allocated to Forma under the Research Plan, subject to receipt of funding under Section 7.2, including using Commercially Reasonable Efforts to identify Hits against each Collaboration Target and to develop Forma Derivatives from Hits selected by the JPC, with a goal of identifying Collaboration Compounds for each Collaboration Target that satisfy the SoH2L-Criteria for such Collaboration Target. The Parties agree and acknowledge that Forma's activities involve the scientific research and identification of potential pharmaceutical products such that the achievement of specific results or outcomes cannot be predicted or guaranteed. BI shall conduct its evaluation and other activities under this Article 2, including activities under the Research Plan in good faith and using Commercially Reasonable Efforts to identify, select and designate Hits and Collaboration Compounds, as applicable.

2.8 Research Term Extension. No later than [***] before the end of the [***] Research Term, BI may extend the Research Term for [***], provided that BI shall be responsible for reimbursing Forma's internal expenses (at tire FTE Rate) for at least [***] FTEs during such [***] extension in accordance with Section 7.2. Upon such extension, the JSC shall prepare an amendment to the Research Plan to include any activities to be conducted during such extension, including the budget and timelines therefor, and shall submit such amended Research Plan to the Parties for approval.

2.9 Research Phase Costs. BI shall pay for (a) [***] and (b) [***]. The Parties shall adjust the allocation of Forma's FTEs consistent with the research funding provided in Section 7.2. As of the Effective Date, the Parties anticipate the following allocation of Forma FTEs during the Research Term:

[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

BI will fund a minimum of [***] FTEs of Forma in each of [***].

ARTICLE III
OPTIMIZATION PHASE

3.1 Overview. Following the JPC's determination that the SoH2L-Criteria were satisfied for a Collaboration Target (or earlier pursuant to Section 2.6), the Parties will conduct hit-to-lead and lead optimization activities designed to achieve the SoExtProf-Criteria for such Collaboration Target, as described in this Article 3 (the "**Optimization Phase**").

3.2 Party Allocation. Following the JPC's review of the SoH2L Report for a Collaboration Target under Section 2.5, the JSC shall promptly (but not later than [***] following the achievement of the SoH2L-Criteria) schedule an ad hoc meeting and determine which Party will conduct hit-to-lead and lead optimization activities for such Collaboration Target. If at the time there are [***] ongoing BI Collaboration Projects, then the JSC will offer to Forma the right to conduct hit-to-lead and lead optimization activities under a Forma Collaboration Project for either such proposed Collaboration Target or one of the other existing BI Collaboration Programs. Forma shall have the right, at its sole discretion, to elect to conduct a Forma Collaboration Project for the applicable Collaboration Target by written notice to BI. If Forma does so elect, then the JSC will reasonably determine the SoExtProf-Criteria (consistent with the SoExtProf-Criteria that BI would establish for a BI Collaboration Project) for the Collaboration Target and the deliverables required to be provided to the JPC by Forma on achieving the SoExtProf-Criteria, and shall update Exhibit E accordingly.

3.3 Technology Transfer for BI Collaboration Projects. As soon as reasonably practicable after the determination to commence a BI Collaboration Project for a Collaboration Target under Section 3.2, or after BI's exercise of the Call Option for a Forma Collaboration Project under Section 3.6, or after BI's early optimization under Section 2.6, Forma shall deliver to BI, at no cost to BI, all Information and material in its possession and Control directly relating to the Collaboration Compounds for such project and reasonably necessary for BI to conduct hit- to-lead and lead optimization activities, [***].

3.4 BI Collaboration Projects.

(a) For each BI Collaboration Project, BI shall use Commercially Reasonable Efforts to conduct hit-to-lead and lead optimization activities designed to achieve the applicable SoExtProf-Criteria. Upon the achievement of [***] for a BI Collaboration Project, as determined by BI promptly in good faith and according to its internal procedure consistent with its customary practice, BI shall notify Forma in writing, and BI shall pay the SoExtProf milestone for BI Collaboration Projects under Section 7.3(b).

(b) At any time prior to achieving SoExtProf-Criteria for a BI Collaboration Project, BI may, at its sole discretion, discontinue such BI Collaboration Project pursuant to Section 12.3, in which case the effects set forth in Section 12.6 shall apply.

(c) During the Optimization Phase, and until the last Collaboration Compound BI is working on in a BI Collaboration Project has reached the SoExtProf Criteria, BI shall keep Forma regularly, at least every [***], informed about the status of the ongoing BI Collaboration Projects, and shall provide Forma with a respective summary update report.

3.5 Forma Collaboration Projects. For each Forma Collaboration Project, Forma shall use Commercially Reasonable Efforts to conduct hit-to-lead and lead optimization activities designed to achieve the applicable SoExtProf-Criteria, at its sole expense (but subject to reimbursement pursuant to Section 3.6). Forma shall keep BI (via the JPC) reasonably informed about its Optimization Phase activities on a calendar quarterly basis. Upon the achievement of SoExtProf-Criteria for a Forma Collaboration Project, Forma shall promptly notify BI in writing and shall provide the SoExtProf Report to the JPC. Unless otherwise agreed by the Parties, the JPC will schedule an ad hoc meeting not more than [***] after receipt of any such SoExtProf Report to review such SoExtProf Report and determine that the SoExtProf-Criteria were satisfied by Forma.

3.6 BI Call Option.

(a) Forma hereby grants to BI an option, on a Forma Collaboration Project- by-Forma Collaboration Project basis, [***] (the "**Call Option**") at any time between commencement of the Forma Collaboration Project and [***] after confirmation by the JPC under Section 3.5 of the achievement of the SoExtProf-Criteria by Forma (the "**Call Option Period**").

(b) BI may exercise each Call Option by written notice to Forma delivered within the applicable Call Option Period. Upon receipt of such notice, Forma shall provide BI with a reasonably detailed report of all FTE costs and Third Party costs incurred by Forma and its Affiliates to conduct such Forma Collaboration Project. Within [***] after receipt of such report and the respective invoice, BI shall pay to Forma an amount equal to [***] ([***]%) of the sum of (a) [***], and (b) [***]. Upon Forma's receipt of the foregoing payment and the amounts described below in subsection (d) as applicable, as between the Parties, BI shall have the right to continue to develop and commercialize all Collaboration Compounds in such Forma Collaboration Project under the terms of this Agreement.

(c) The maximum time frame for an Optimization Phase under a Forma Collaboration Project shall be [***] starting with the confirmation by the JPC of the SoH2L-Criteria for the applicable Collaboration Target. Forma shall keep BI regularly, at least every [***], informed about the status of the ongoing Forma Collaboration Project and shall provide BI with a respective summary update report.

(d) If BI exercises the Call Option, BI shall use Commercially Reasonable Efforts to conduct hit-to-lead and lead optimization activities designed to achieve the applicable SoExtProf-Criteria for such BI Collaboration Project.

(e) Upon expiration of a Call Option without BI's exercise thereof, the applicable Forma Collaboration Project shall become a Forma Project, and the effects set forth in Sections 12.5 and 12.6 shall apply.

(f) If BI exercises the Call Option at any time prior to the time Forma demonstrates efficacy of a Collaboration Compound in one of the [***], as described in the SoExtProf-Criteria for such Forma Collaboration Project, then BI's development and commercialization of Collaboration Compounds from such Forma Collaboration Project (including achievement of SoExtProf-Criteria) will be subject to payment to Forma of the milestones labeled "[***]" in Section 7.3.

(g) If BI exercises the Call Option at any time upon or after the demonstration of efficacy described in subsection (f) above during the Call Option Period, then BI's development and commercialization of Collaboration Compounds from such Forma Collaboration Project (including achievement of SoExtProf-Criteria) will be subject to payment to Forma of the milestones labeled "[***]" in Section 7.3.

(h) If Forma does not satisfy the SoExtProf-Criteria for a Forma Collaboration Project within [***] after satisfaction and confirmation by the JPC of the SoH2L-Criteria for the applicable Collaboration Target, then BI shall have the right to exercise the Call Option within [***] after the end of such [***] as provided above; provided, however, that in such event BI's development and commercialization of Collaboration Compounds from such Forma Collaboration Project will be subject to payment to Forma of the milestones labeled "[***]" in Section 7.3. If BI does not timely exercise such Call Option, then the Collaboration Target shall be deemed terminated and the effects of Sections 12.5 shall apply.

3.7 Records and Reports. Each Party shall maintain complete, current and accurate records of all Research Phase and Optimization Phase activities it conducts, and ell data and other Information resulting from such activities. Such records shall fully and properly reflect all work done and results achieved in the performance of the Research Phase and Optimization Phase in good scientific manner appropriate for regulatory and patent purposes. Each Party shall have the right to review and copy such records maintained by the other Party at reasonable times and to obtain access to the originals to the extent necessary or useful for regulatory and patent purposes, to the extent such Party has the right to conduct regulatory and patent activities under this Agreement. Each Party shall update the JPC on its Research Phase and Optimization Phase activities at each regularly scheduled JPC meeting.

3.8 Material Transfer.

(a) To facilitate the conduct of the Research Phase and the Optimization Phase, either Party may provide to the other Party certain biological materials or chemical compounds, such as e.g. cell-based assays, owned by or licensed to the supplying Party for use by the other Party in furtherance of the Research Phase and the Optimization Phase (such materials or compounds provided hereunder are referred to, collectively, as "**Materials**"). Except as otherwise provided under this Agreement, all such Materials delivered to the other Party shall remain the sole property of the supplying Party, shall be used only in furtherance of the Research Phase and the Optimization Phase and solely under the control of the other Party (or its Affiliates), shall not be used or delivered to or for the benefit of any Third Party without the prior written consent of the supplying Party, and shall not be used in research or testing involving human subjects, unless expressly agreed. The Materials supplied under this Section 3.8 are supplied "as is" and must be used with prudence and appropriate caution in any experimental work, since not all of their characteristics may be known.

(b) Notwithstanding Section 3.8(a), any Material generated in the performance of the Research Phase and the Optimization Phase that is included within the scope of the

assignments in Section 8.1(c), including but not limited to the Collaboration Compounds, shall be owned by BI. Upon (i) allocation of a project as a BI Collaboration Project in accordance with Section 3.2, or (ii) BI's exercise of a call option in accordance with Section 3.6, Forma shall promptly transfer to BI all such Materials in its possession and related to the respective project. All further Material generated during the Research Phase that is included within the scope of the assignments in Section 8.1(c) at the end of the Research Term shall be promptly transferred to BI upon expiration of the Research Term. For clarity, the allocation of ownership of Collaboration Compounds generated by Forma in a Forma Collaboration Project for which BI does not exercise its Call Option is subject to Sections 8.1 and 12.5.

3.9 Subcontracting. Subject to the terms of this Agreement, each Party shall have the right to engage Affiliates or Third Party subcontractors to perform certain of its obligations under this Agreement. Any Affiliate or subcontractor to be engaged by a Party to perform a Party's obligations set forth in this Agreement shall meet the qualifications typically required by such Party for the performance of work similar in scope and complexity to the subcontracted activity. Notwithstanding the preceding, any Party engaging an Affiliate or subcontractor hereunder shall remain principally responsible and obligated for such activities. In addition, each Party engaging a subcontractor with respect to its obligations under the Research Phase and Optimization Phase shall in all cases retain or obtain exclusive Control of any and all intellectual property created by or used with the relevant Party's permission by such subcontractor directly related to such subcontracted activity. The Party engaging a subcontractor under the Research Phase or Optimization Phase shall be solely responsible for all costs associated with obtaining such exclusive Control and rights to such intellectual property. To the extent that exclusive rights cannot be obtained with respect to any intellectual property from any such subcontractor, prior to entering into such arrangement with such subcontractor, such Party shall bring such matter to the other Party for the prior approval of such other Party to enter into such arrangement and for approval of the licensing terms and conditions with respect to such arrangement.

ARTICLE IV
MANAGEMENT OF THE COLLABORATION

4.1 Joint Steering Committee.

(a) Formation Term and Role. Within [***] days after the Effective Date, the Parties shall establish a joint steering committee (the "Joint Steering Committee" or "**JSC**") for the overall coordination and oversight of the Parties' research activities under this Agreement. The role of the JSC shall be high-level, strategic oversight and discussion of the Parties' activities, with respect to the Research Phase and the Optimization Phase. Each Party agrees to keep the JSC reasonably informed of its progress and activities under this Agreement. For that purpose and to the extent reasonably necessary, the JSC will:

(i) coordinate the activities of the Parties under this Agreement, including facilitating communications and discussion between the Parties with respect to the Research Phase and the Optimization Phase;

(ii) review, discuss and submit to the Parties for approval any amendments to the Research Plan;

(iii) review and comment on the Research Plan and monitor progress of activities under the Research Plan and under the Optimization Phase for each Collaboration Target;

(iv) determine whether a Collaboration Target will be pursued under a BI Collaboration Project or a Forma Collaboration Project;

(v) review and discuss resource allocution and achievement of milestones, including adjusting the allocation of Forma's FTEs and the budget in the Research Plan quarterly based on ongoing activities;

(vi) resolve disputes arising from the JPC; and

(vii) perform such other functions as appropriate to further the purposes of this Agreement, as expressly set forth in this Agreement or as determined by the Parties in writing.

The JSC shall have only the powers expressly assigned to it in this Section 4.1 and elsewhere in this Agreement, and shall have no power to amend, modify, or waive compliance with this Agreement For clarity, the JSC shall not have the power to make any tactical or day-to- day operational decisions with respect to either Party's activities under this Agreement, and each Party shall have the right to make such decisions with respect to its own activities, reasonably and subject to the terms and conditions of this Agreement.

The JSC will be disbanded upon expiration or termination of the Research Term.

(b) Members. Each Party shall initially appoint three (3) representatives to the JSC, each of whom will be an officer or employee of the applicable Party having sufficient seniority within such Party to make decisions arising within the scope of the JSC's responsibilities. The JSC may change its size from time to time by mutual consent of its member, and each Party may replace its representatives at any time upon written notice to the other Party. The JSC shall have a chairperson, who shall be selected alternately, on an annual basis, by Forma or BI. The initial chairperson shall be selected by BI. The role of the chairperson shall be to convene and preside at the meetings of the JSC and to ensure the preparation of meeting minutes, but the chairperson shall have no additional powers or rights beyond those held by other JSC representatives.

(c) Meetings. The JSC shall meet at least [***] times per calendar year, unless the Parties mutually agree in writing to a different frequency for such meetings. Either Party may also call a special meeting of the JSC (by teleconference) by at least [***] prior written notice to the other Party in the event such Party reasonably believes that a significant matter must be addressed prior to the next regularly scheduled meeting, and such Party shall provide the JSC prior to the special meeting with materials reasonably adequate to enable an informed decision. Reasonably prior any meeting of the JSC, the chairperson of the JSC shall prepare and circulate an agenda for such meeting; provided, however, that either Party may propose additional topics to be included on such agenda, either prior to or in the course of such meeting. The JSC may meet in person or by teleconference, provided that at least one (1) meeting per calendar year shall be in person unless the Parties mutually agree in writing to waive such requirement in lieu of a teleconference. In-person JSC meetings shall be held at locations in the U.S. or Europe alternately

selected by BI and by Forma. Each Party shall bear the expense of its respective JSC members' participation in JSC meetings. Meetings of the JSC shall be effective only if at least one (1) representative of each Party is present or participating in such meeting. The chairperson of the JSC shall be responsible for preparing reasonably detailed written minutes of all JSC meetings that reflect, without limitation, all material decisions made at such meetings. The JSC chairperson shall send draft meeting minutes to each member of the JSC for review and approval within a reasonable time frame after each JSC meeting but not later than [***]. Such minutes shall be deemed approved unless one or more members of the JSC object to the accuracy of such minutes within [***] of receipt.

(d) Decision Making. The JSC shall act by consensus. The representatives from each Party will have, collectively, one (1) vote on behalf of that Party. The JSC shall strive to seek consensus in its actions and decision making process. If after reasonable discussion and good faith consideration of each Party's view on a particular matter before the JSC, the JSC is still unable after a period of thirty (30) days to reach a unanimous decision on such matter, then either Party may refer such matter to the Corporate Senior Vice President Of Research of BI and the Chief Executive Officer of Forma (the "**Executive Officers**") for attempted resolution by good faith discussions within thirty (30) days after such matter has been referred to the Executive Officers. If the Executive Officers are not able to resolve such matter within such thirty (30)-day period, then BI's Executive Officer shall have the right to decide such matter; provided, however, that BI may not, without Forma's prior written consent, (a) decrease the amounts due to Forma under Section 7.2; (b) require Forma to conduct any Research Phase activities or incur any external expenses that are not reimbursed by BI.

4.2 Joint Project Committee.

(a) Formation Term and Role. Within [***] days after the Effective Date, the Parties shall establish a joint project committee (the "**Joint Project Committee**" or "**JPC**"). The JPC shall cease to exist after the SoExtProf-Criteria have been achieved for all then-current Collaboration Targets. The JPC shall have overall responsibility for the performance of the Research Phase and Optimization Phase and implementation of the Research Plan and any amendments thereto, including: (a) confirmation of whether the SoH2L-Criteria and SoExtProf- Criteria have been achieved for a particular Collaboration Target, (b) recording all Collaboration Compounds and corresponding Chemotypes, and (c) providing a forum for discussion of the Research Plan, the status of the Programs, and relevant data; and (d) considering and acting upon such other matters as may be specified in this Agreement. The JPC shall have only the powers expressly assigned to it in this Section 4.2 and elsewhere in this Agreement, and shall have no power to amend, modify, or waive compliance with this Agreement. For clarity, the JPC shall not have the power to make any tactical or day-to-day operational decisions with respect to either Party's activities under this Agreement, and each Party shall have the right to make such decisions with respect to its own activities, reasonably and subject to the terms and conditions of this Agreement.

(b) Members. Each Party shall initially appoint two (2) representatives to the JPC, each of whom will be an employee of the applicable Party having relevant expertise and sufficient seniority within such Party to make decisions arising within the scope of the JPC's responsibilities. The JPC shall have a chairperson, who shall be selected alternately, on an annual

basis, by Forma or BI. The initial chairperson shall be selected by Forma. The role of the chairperson shall be to convene and preside at the meetings of the JPC and to ensure the preparation of meeting minutes, but the chairperson shall have no additional powers or rights beyond those held by other JPC representatives.

(c) Meetings. The JPC shall meet at least [***] time per [***] unless the Parties mutually agree in writing to a different frequency for such meetings. Either Party may also call a special meeting of the JPC (by teleconference) by at least [***] prior written notice to the other Party in the event such Party reasonably believes that a significant matter must be addressed prior to the next regularly (scheduled meeting, and such Party shall provide the JPC in a reasonable lime frame prior to the special meeting with materials reasonably adequate to enable an informed decision. Reasonably prior to any meeting of the JPC, the chairperson of the JPC shall prepare and circulate an agenda for such meeting; provided, however, that either Party may propose additional topics to be included on such agenda, either prior to or in the course of such meeting, The JPC may meet in person or by teleconference. In-person JPC meetings shall be held at locations in the U.S. and Europe, alternately selected by Forma and by BI. Each Party shall bear the expense of its respective JPC members' participation in JPC meetings. Meetings of the JPC shall be effective only if at least one (1) representative of each Party is present or participating in such meeting. The chairperson of the JPC shall be responsible for preparing reasonably detailed written minutes of all JPC meetings that reflect, without limitation, all material decisions made at such meetings. The JPC chairperson shall send draft meeting minutes to each member of the JPC for review and approval within a reasonable time frame after each JPC meeting but not later than [***] after each JPC meeting. Such minutes shall be deemed approved unless one or more members of the JPC object to the accuracy of such minutes within [***] of receipt.

(d) Decision Making. The JPC shall act by consensus. The representatives from each Party will have, collectively, one (1) vote on behalf of that Party. The JPC shall strive to seek consensus in its actions and decision making process. If after reasonable discussion and good faith consideration of each Party's view on a particular matter before the JPC, the JPC is Still unable after a period of thirty (30) days to reach a unanimous decision on such matter, then the Parties shall refer such matter to the JSC for resolution.

ARTICLE V
LICENSES; EXCLUSIVITY

5.1 License Grants to BI.

(a) Research License. Subject to the terms and conditions of this Agreement, Forma hereby grants to BI during the Research Term a non-exclusive license under the Forma Research Technology to conduct research and optimization activities for Collaboration Compounds in BI Collaboration Projects and in Forma Collaboration Projects for which BI has exercised the Call Option.

(b) Commercialization License. Subject to the terms and conditions of this Agreement, Forma hereby grants to BI an exclusive (even as to Forma except as provided in Section 5.1(d) as to such Collaboration Compounds), worldwide, milestone-bearing license, with the right to grant sublicenses as provided in Section 5.1(c), under the Forma Technology (i) to

research, develop, have developed, make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported and otherwise exploit and commercialize Collaboration Compounds generated from BI Collaboration Projects and Forma Collaboration Projects, and Licensed Products containing such Collaboration Compounds, in the Field in the Territory and (ii) to make BI Derivatives from Collaboration Compounds generated from BI Collaboration Projects and Forma Collaboration Projects in Field in the Territory.

(c) Sublicensing.

(i) Subject to the terms and conditions of this Agreement, BI shall have the right to grant sublicenses (A) under the license granted in Section 5.1(a) to its Affiliates and (B) under the license granted in Section 5.1(b) to its Affiliates or Third Parties. BI shall remain primarily responsible for all of its Sublicensees' activities and any and all failures by its Sublicensees to comply with the applicable terms of this Agreement.

(ii) BI shall, within [***] after granting any sublicense under Section 5.1(b) above, inform Forma of the applicable sublicense agreement except for Sublicenses to Affiliates (each, a "**BI Sublicense Agreement**"). Each BI Sublicense Agreement shall be consistent with the terms and conditions of this Agreement and contain provisions applicable to a Sublicensee at least as restrictive as the terms of this Agreement applicable to BI, BI shall include provisions in each BI Sublicense Agreement providing that BI and Forma shall have the same rights, ownership and/or licenses to all inventions and Information (including all data, know-how, inventions, regulatory materials and Regulatory Approvals) generated by such Sublicensee to the same extent as if such invention or Information was generated by BI, which rights, ownership and/or licenses shall survive the termination of the BI Sublicense Agreement.

(d) Retained Rights. Notwithstanding the rights granted to BI in Section 5.1(b), Forma retains the right to practice the Forma Technology in the Territory, solely to exercise its rights or to fulfill its obligations or rights under this Agreement, including the conduct of the Research Phase for all Collaboration Targets and the Optimization Phase for Forma Collaboration Projects and Forma Projects.

5.2 License Grants to Forma.

(a) Research License. Subject to the terms and conditions of this Agreement, BI hereby grants to Forma a non-exclusive license, without the right to grant sublicenses (except to Affiliates and subcontractors upon written notice to BI, as permitted under Section 3.9), under the BI Research Technology to conduct any and all activities allocated to Forma under the Research Plan or otherwise under this Agreement during the Research Phase and the Optimization Phase.

(b) Improvements License. Subject to the terms and conditions of this Agreement, BI hereby grants to Forma a worldwide, perpetual, irrevocable, royalty-free, fully-paid, non-exclusive license, with the right to grant sublicenses through multiple tiers, under all Improvements for any and all purposes outside the scope of the exclusive license granted to BI in Section 5.1(b).

5.3 Forma Collaborators. BI acknowledges and agrees that, notwithstanding any exclusive licenses granted hereunder, Forma may have Forma Collaboration Agreements that permit Forma Collaborators to screen and/or re-synthesize the Forma Compound Libraries, including compounds that have become Collaboration Compounds hereunder and that Forma shall have no obligation to, and shall not, inform any such Forma Collaborator thereof unless such Forma Collaborator seeks to properly activate a Collaboration Compound pursuant to the Forma Collaboration Agreement between Forma and such Forma Collaborator in order to obtain exclusive rights with respect to such Collaboration Compound or such Forma Collaborator seeks to file (or have Forma file on its behalf) a Patent claiming such Collaboration Compound pursuant to the Forma Collaboration Agreement between Forma and such Forma Collaborator. In furtherance of the foregoing, BI hereby grants to Forma and any such Forma Collaborator a nonexclusive sublicense under the exclusive licenses granted from Forma to BI pursuant to Section 5.1(b) for such Forma Collaborator to screen and/or re-synthesize such Collaboration Compounds for internal research purposes during the applicable term set forth in the applicable Forma Collaboration Agreement.

5.4 Negative Covenants. BI covenants that it will not, and will not permit any of its Affiliates or Sublicensees to, (i) use or practice any Forma Research Technology or Forma Technology outside the scope of the licenses granted to it under Section 5.1(a) or (b) or use or practice any intellectual property invented or created by or on behalf of Forma solely or jointly with HI and assigned to BI under Section 8.1(c) for the development or commercialization of products except as Collaboration Compounds and Licensed Products under this Agreement; (ii) develop or commercialize Hits or Forma Derivatives generated under this Agreement from the Forma Compound Libraries except as Collaboration Compounds and Licensed Products that have been Activated under Section 8.3 for Collaboration Targets under this Agreement; or (iii) develop or commercialize Hits or BI Derivatives from the BI Compound Libraries except as Collaboration Compounds and Licensed Products under this Agreement. Forma covenants that it will not, and will not permit any of its Affiliates or Sublicensees to, use or practice any BI Research Technology, Improvements or BI Target Technology outside the scope of the license granted to it under Section 5.2(a) or (b).

5.5 No Implied Licenses. Except as explicitly set forth in this Agreement, neither Party shall be deemed by estoppel or implication to have granted the other Party any license or other right to any intellectual property of such Party and each Party reserves all rights not otherwise expressly granted hereunder.

5.6 Third Party Licenses.

(a) During the Term, (i) Forma shall be solely responsible for satisfying all costs and payments of any kind (including Without limitation all upfront fees, annual payments, milestone payments and royalty payments) for any Third Party license(s) required for (A) the conduct of Forma's activities under the Research Plan or during the Optimization Phase, and (B) BI's practice of the Forma Research Technology in existence as of the Effective Date under the license granted in Section 5.1(a), and (ii) BI shall be solely responsible for satisfying all other costs and payments of any kind (including without limitation all upfront fees, annual payments, milestone payments and royalty payments) for any Third Party license(s), including those (A) required for the use of any Collaboration Targets, (B) obtained by BI prior to the Effective Date, or (C) to the extent related to the composition of matter or method of use of a Collaboration Compound in the BI Compound Libraries.

(b) The licenses granted to BI under the Forma Technology and Forma Research Technology shall include sublicenses under intellectual property licensed to Forma within the definition of Forma Technology or Forma Research Technology by a Third Party after the Effective Date only if: (i) Forma discloses the substantive terms of the applicable Third Party license agreement to BI for review a reasonable amount of time in advance of Forma's anticipated entry into such license agreement (which Forma hereby covenants to do); and (ii) BI provides Forma with written notice, prior to Forma's entry into such license agreement, in which (1) BI consents to adding such Third Party intellectual property to the definition of Forma Technology, (2) BI agrees to make all payments due and provide all reports required under such license agreement on account of BI's development, manufacture and commercialization of Licensed Products, and assumes all obligations of such license agreement that are applicable to sublicensees thereunder, and (3) BI acknowledges in writing that its sublicense under such license agreement is subject -to the terms and conditions of such license agreement Intellectual property licensed to Forma after the Effective Date that is not included pursuant to the preceding sentence shall be referred to as "**Excluded Technology**".

(c) With respect to any Third Party license obtained by BI that is necessary or useful for the development, manufacture, or commercialization of a Licensed Product, BI shall be solely responsible for satisfying all costs and payments of any kind (including without limitation all upfront fees, annual payments, milestone payment and royalty payments) for any such license(s).

5.7 Forma Exclusivity.

(a) During the Research Term, and (i) for [***] thereafter or (ii) until such time as the SoExtProf-Criteria have been achieved for all then-active Collaboration Targets, whichever comes later, Forma and its Affiliates shall not, either alone or with or for any Third Party, except pursuant to this Agreement, (A) use the Forma Research Technology to screen compounds against such Proposed Target or Collaboration Target or its respective Target Family or (B) research or make Derivatives of Collaboration Compounds for such Proposed Target or Collaboration Target or its respective Target Family; provided that the foregoing limitations on the activities of Forma and its Affiliates with respect to Target Families shall terminate and no longer apply at the expiration or termination of the Research Term. The foregoing restrictions shall terminate with respect to any Proposed Target that is terminated or replaced pursuant to Section 2.3, and with respect to Collaboration Targets that are the subject of BI Collaboration Projects or Forma Collaboration Projects that become Forma Projects or that are terminated in accordance with the terms of this Agreement during or following the Research Term for such Collaboration Target (including their respective Target Families), in each case as of the time of such applicable event.

(b) For clarity, nothing in this Section 5.7 shall limit Forma's rights to screen, research, develop or commercialize on its own or with or for a Third Party compounds against a target that is the subject of Forma Project (and that was previously a Collaboration Target).

(c) In the event of any Change of Control of Forma (or successor entity thereto, applying the definition of Change of Control to such successor in place of Forma), the terms of this Section 5.7 shall not apply or otherwise restrict the activities of a Future Acquiror or its Affiliates (except for Forma to the extent Forma survives such acquisition as a separate legal entity) in any respect (including any activities conducted by or product owned or controlled by such Future Acquiror or its Affiliates (other than Forma) prior to or as of the date of such Change of Control or thereafter) other than with respect to any Collaboration Compounds.

ARTICLE VI
DEVELOPMENT AND COMMERCIALIZATION

6.1 BI Development and Commercialization. Following BI's achievement of the SoExtProf-Criteria for a BI Collaboration Project or BI's exercise of the Call Option for a Forma Collaboration Project, BI, either itself and/or by and through its Affiliates, Sublicensee or contractors, shall be responsible for all research, development, regulatory, manufacturing, marketing, advertising, promotional, launch and sales activities in connection with Licensed Products containing Collaboration Compounds from such projects. All costs associated with such activities shall be borne solely by BI. Subject to the terms of this Agreement, BI shall have sole decision-making authority with respect to the research, development, progression, regulatory activities, manufacturing and commercialization of all Licensed Products in accordance with the terms of this Agreement.

6.2 Diligence. BI shall use Commercially Reasonable Efforts to develop, obtain Regulatory Approval for and commercialize at least one Licensed Product derived from each BI Collaboration Project and Forma Collaboration Project (following exercise of BI's option thereto) in the Major Markets.

6.3 Development and Commercialization Updates. On at least [***] following achievement of the SoExtProf-Criteria for a BI Collaboration Project or Forma Collaboration Project, BI shall provide Forma with a written update summarizing BI's development activities for each such project conducted since the last such update, in sufficient detail for Forma to determine BI's compliance with its diligence obligations under Section 6.2.

6.4 Forma Projects.

(a) Expiration of Call Option. In the event that the Call Option Period for a Call Option with respect to a particular Forma Collaboration Project expires without exercise by BI, then the effects set forth in Sections 12.5 shall apply.

(b) BI Development Termination. For each BI Collaboration Project, and for each Forma Collaboration Project for which BI exercises a Call Option, BI may terminate its development or commercialization of all Collaboration Compounds and Licensed Products from such project under Section 12.3, in which case the effects set forth in Section 12.6 shall apply.

ARTICLE VII
PAYMENTS

7.1 Upfront Payment. Within [***] after the Effective Date and upon receipt of an original invoice and an original of the signed Agreement, BI shall pay to Forma a non-refundable, non-creditable payment of [***] ($[***]).

7.2 Research Plan Funding.

(a) BI shall fund Forma's internal FTE costs (at the FFE Rate) and amounts paid by Forma to Third Parties, as incurred by Forma or its Affiliates to conduct the Research Phase in accordance with the Research Plan during the Research Term. In the event that BI proposes to reduce the projected reimbursement to Forma in a calendar year that would not reasonably support the research of [***] Collaboration Targets in such year, then the Parties shall mutually agree on a modified Research Plan to reasonably allocate such projected reimbursement, including the termination of one or more Collaboration Targets or Proposed Targets.

[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

(b) In addition, BI shall reimburse Forma's and its Affiliate's Third Party costs (to the extent set forth in the Research Plan and subject to the cap set forth below) as set forth in the budget in the Research Plan, such as for high-throughput screening supplies, profiling assays (SPR, cellular biomarkers, etc.) and other outsourced activities (e.g., specific screening reagents, protein production and crystallography and DMPK work packages), as provided in Section 7.2, provided that the total reimbursement for such Third Party costs will not exceed [***] ($[***]) per [***]. For the avoidance of doubt outside supplies such as energy and general laboratory supplies shall not be considered Third Party costs but be part and therefore included in the FTE rate. Travel costs are excluded.

(c) Within [***] after the Effective Date and within [***] of each [***] during the Research Term, BI shall pay to Forma's FTE costs for the subsequent calendar quarter as set forth in the Research Plan. The first such payment shall also include the FTE costs incurred in 2011 as set forth in Section 7.2(a). Within [***] after the end of each [***] during the Research Term, Forma shall submit a report to BI setting forth (i) the actual FTE costs (at the FTE Rate) and actual amounts paid by Forma to Third Parties for the external costs subject to reimbursement by BI as set forth in the Research Plan, in each case as incurred by Forma during such [***], and (ii) the amount previously paid by BI under this Section 7.2 for Forma's FTE costs during such [***]. BI shall pay to Forma the applicable amount actual costs less prepayment as follows, within [***] after receipt of the statement from Forma and receipt of an original invoice; provided, however, that in no event will BI be responsible for any FTE costs in [***] that exceed the amounts set forth in Section 7.2(a), and in no event will BI be responsible for Third Party costs in excess of

[***] ($[***]) in [***]. If the sum of the actual FTE and Third Party costs incurred by Forma arc less than the amount prepaid, then the difference shall be credited against the next payment by BI under this Section 7.2

7.3 Milestone Payments. BI shall make each of the following non-refundable, non- creditable milestone payments to Forma upon the achievement by BI or its Affiliates or Sublicensees of the following milestone events for Collaboration Compounds or Licensed Products. BI shall pay to Forma each such amount within [***] days after the achievement of the applicable milestone event and receipt of an original invoice. Each of the milestone payments set forth below shall be made once for each Collaboration Target.

(a) Research Milestones.

Milestone Event (per Collaboration Target)	Payment
[***]	[***]
[***]	[***]
[***]	[***]

[***]screening activities are deemed completed when Forma completes the [***] under the Research Plan pursuant to Section 2.4(a). These are determined to be the Hit Identification Process Milestone.

(b) Clinical Development Milestones.

Milestone Event (per Collaboration Target)	Payment for BI Collaboration Projects	Payment for Forma Collaboration Projects
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]

If at the time any milestone payment is due for a Collaboration Target, the payment for any preceding milestone has not yet been paid, then all such preceding milestone payments shall be due at the time the most recent milestone event achieved is due. SoExtProf-Criteria are deemed achieved pursuant to Section 3.4(a) or Section 3.5, but in any event shall be deemed to have been met upon commencement of GLP Tox. The phrase “GLP Tox” means a toxicology study of at least [***] that is conducted in compliance with the then-current good laboratory practice standards promulgated or endorsed by the FDA, as defined in U.S. 21 C.F.R. Part 58 (or such other comparable regulatory standards in jurisdictions outside the U.S. to the extent applicable to the relevant toxicology study, as they may be updated from time to time) and is required to meet the requirements for filing an IND.

(c) Regulatory Approval Milestones.

Milestone Event (per Collaboration Target)	Payment for BI Collaboration Projects	Payment for Forma Collaboration Projects
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]

(d) Sales Milestones.

Milestone Event (per Collaboration Target)	Payment for BI Collaboration Projects	Payment for Forma Collaboration Projects
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]

For clarity, if [***] or more sales milestones are achieved for a project in the [***], then all applicable milestone payments will be due. No milestone payment shall he due for any backup or follow-on Licensed Products directed at the same Collaboration Target for which the respective milestone event in Section 7.3(b) - (d) has already been achieved and the milestone payment paid. Notwithstanding anything to the contrary in this Section 7.3, in the event that BI, at its sole discretion and with no obligation to do so, develops one or more Licensed Products that are directed at the same Collaboration Target ([***]) as separate clinical programs and not as backups to such Collaboration Target, then the milestone events in (b)-(d) above shall be due for each Licensed Product

7.4 Reports; Sales Milestone Payments. Until all sales milestone payments under Section 7.3(d) have been paid for each Collaboration Target, BI agrees to provide written reports from First Commercial Sale of any Licensed Product to Forma within [***] after the end of each [***] covering all sales of Licensed Products in the Territory by BI and its Affiliates and Sublicensees, each such written report specifying in reasonable detail the total Net Sales for each Licensed Product for the period in question. In case a sales milestone is reached BI will pay the respective sales milestone [***] after the end of the [***] and receipt of an original invoice from Forma therefor. When calculating Net Sales, the amount of such sales in foreign currencies shall be converted into Dollars using the standard methodologies employed by the selling Party for consolidation purposes. The information contained in each report under this Section 7.4 shall be considered Confidential Information of BI.

7.5 Methods of Payments. All payments due from one Party (the "**Payor**") to the other Party (the "**Payee**") under this Agreement shall be paid in Dollars by wire transfer to a bank in the United States designated in writing by the Payee.

7.6 Accounting. BI agrees to keep full, clear and accurate records for a maximum period of [***] after the relevant payment is owed pursuant to this Agreement, setting forth the sales and other disposition of Licensed Product sold or otherwise disposed of in sufficient detail to enable sales milestones payable to Forma hereunder to be determined. Forma agrees to keep full, clear and accurate records for a maximum period of [***] after the relevant payment is owed

pursuant to this Agreement, setting forth the sales and other disposition of Forma Product sold or otherwise disposed of, and internal and external costs incurred by Forma during the Research Term, in sufficient detail to enable royalties and research funding payable to or by BI hereunder to be determined. Each Party agrees, upon not less than [***] prior written notice, to permit the books and records relating to such [***] period to be examined by an independent accounting firm selected by the other Party and reasonably acceptable to the audited Party for the purpose of verifying research funding, milestone and royalty payments and reports under this Article 7. Such audit shall not be performed more frequently than [***] and shall be conducted under appropriate confidentiality provisions, for the sole purpose of verifying the accuracy and completeness of all financial, accounting and numerical information and calculations provided under this Agreement. Such examination is to be made at the expense of the auditing Party, except in the event that the results of the audit reveal an underpayment of royalties, milestones, or other payments to the audited Party, or research funding overpayments by BI, under this Agreement of [***] ([***]%) or more per annum over the period being audited, in which case reasonable audit fees for such examination shall be paid by the audited Party. When calculating Net Sales, the amount of such sales in foreign currencies shall be converted into Dollars using the standard methodologies employed by the selling Party for consolidation purposes. The audited Party shall provide reasonable documentation of the calculation and reconciliation of the conversion figures on a country-by-country basis as part of its report of Net Sales for the period covered under the report.

7.7 Taxes.

(a) Taxes on Income. Each Party shall be solely responsible for the payment of all taxes imposed on its share of income arising directly or indirectly from the efforts of the Parties under this Agreement.

(b) Tax Cooperation. The Parties agree to cooperate with one another and use reasonable efforts to reduce or eliminate tax withholding or similar obligations in respect of royalties, milestone payments, and other payments made by either Party under this Agreement. To the extent a Payor is required to deduct and withhold taxes on any payment to the Payee, the Payor shall pay the amounts of such taxes to the proper governmental authority in a timely manner and promptly transmit to the Payee an official tax certificate or other evidence of such withholding sufficient to enable the Payee to claim such payment of taxes. The Payee shall provide the Payor any tax forms that may be reasonably necessary in order for the Payor not to withhold tax or to withhold tax at a reduced rale under an applicable bilateral income tax treaty. Each Party shall provide the other with reasonable assistance to enable the recovery, as permitted by applicable laws, of withholding taxes, value added taxes, or similar obligations resulting from payments made under this Agreement, such recovery to be for the benefit of the Party bearing such withholding tax or value added tax.

(c) Taxes Resulting From Payor Action. If Payor is required to make a payment that is subject to a deduction or withholding of tax, then (i) if such withholding or deduction obligation arises as a result of any action by the Payor, including any assignment or sublicense, or any failure on the part of the Payor to comply with applicable laws or filing or record retention requirements, that has the effect of modifying the tax treatment of the Parties hereto (a "**Payor Withholding Tax Action**"), then the sum payable by the Payor (in respect of which such deduction or withholding is required to be made) shall be increased to the extent necessary to

ensure that the Payee receives a sum equal to the sum which it would have received had no such Payor Withholding Tax Action occurred, and (ii) otherwise, the sum payable by the Payor (in respect of which such deduction or withholding is required to be made) shall be made to the Payee after deduction of the amount required to be so deducted or withheld, which deducted or withheld amount shall be remitted to the proper governmental authority in accordance with applicable Jaws.

(d) Certification. A Party (including any entity to which this Agreement may be assigned, as permitted under Section 13.4) receiving a payment pursuant to this Agreement shall provide the remitting Party appropriate certification from relevant governmental authorities that such Party is a tax resident of that jurisdiction, if such receiving Party wishes to claim the benefits of an income tax treaty to which that jurisdiction is a party. Upon the receipt thereof, any deduction and withholding of taxes shall be made at the appropriate treaty tax rate.

7.8 Late Payments. Any undisputed amount owed by Payor to Payee under this Agreement that is not paid within the applicable time period set forth herein shall accrue interest at the rate of [***] ([***]%) above the then-applicable LIBOR rate of European Central bank Frankfurt or, if lower, the highest rate permitted under applicable law.

ARTICLE VIII
OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

8.1 Ownership.

(a) Forma Technology, Forma Research Technology, BI Target Technology and BI Research Technology. Forma shall retain all of its rights, title and interest in and to the Forma Technology and Forma Research Technology, and BI shall retain all of its rights, title and interest in and to the BI Target Technology and BI Research Technology, except to the extent that any rights or licenses are expressly granted by one Party to the other Party under this Agreement.

(b) Disclosure of Inventions. Forma shall promptly disclose to BI all Information to be assigned to BI pursuant to Section 8.1(c), Including all invention disclosures or other similar documents submitted to Forma by its, or its Affiliates', employees, agents or independent contractors describing such Information. Forma shall also respond promptly to reasonable requests from Bi for more Information relating to such disclosed Information.

(c) Intellectual Property Arising Under the Agreement. BI shall be the sole owner of any Information discovered, developed, invented or created either (i) solely by or on behalf of BI's or its Affiliates' employees, agents or independent contractors under this Agreement, or (ii) solely by or on behalf of Forma's or its Affiliates' employees, agents or independent contractors in the course of performing its activities under the Research Plan or in Forma Collaboration Projects prior to expiration of BI's Call Option, to the extent directly relating to the composition or use of Collaboration Compounds, or (iii) jointly by or on behalf of BI and Forma in the course of performing activities under the Research Plan or in Forma Collaboration Projects prior to expiration of BI's Call Option, to the extent directly relating to the composition or use of Collaboration Compounds, and any Patents to the extent claiming such Information (in (i), (ii) or (iii)) shall be deemed BI Patents. Notwithstanding the foregoing, Forma shall be the

sole owner of any Information discovered, developed, invented or created solely by or on behalf of Forma's or its Affiliates' employees, agents or independent contractors in the course of performing its activities in a Forma Collaboration Project, to the extent directly relating to the composition or use of Collaboration Compounds derived solely from the Forma Compound Libraries ("**Forma Project Inventions**"), and any Patents to the extent claiming such Information shall be deemed Forma Patents. Forma and BI shall jointly own any Information discovered, developed, invented or created (A) solely by or on behalf of Forma's or its Affiliates' employees, agents or independent contractors in the course of performing its activities under the Research Plan or in Forma Collaboration Projects prior to expiration of BI's Call Option, except for such Information related to the Forma Research Technology, which shall be solely owned by Forma, and (B) jointly by or on behalf of BI and Forma in the course of performing activities under the Research Plan or in Forma Collaboration Projects prior to expiration of BI's Call Option, in each case (A) and (B) to the extent not directly relating to the composition or use of Collaboration Compounds, and all Patents claiming such Information (collectively, "**Joint IP**"). Forma shall have, subject to BI's rights under an applicable Call Option, the sole right to license and to Prosecute and Maintain Patents in the Joint IP that arises from Forma's activities in a Forma Collaboration Project, and BI shall have the sole right to license and Prosecute and Maintain Patents in the Joint IP that is made jointly or that arises from activities under the Research Plan. Each Party shall have a non-exclusive right to practice any Joint IP for any and all purposes, without any requirement of gaining the consent of, or accounting to, the other Party. Each Party shall retain all of its rights, title and interest to the Information so allocated to it, except to the extent that any rights or licenses are expressly granted thereunder to the other Party under this Agreement.

8.2 Transfer of Forma Project Inventions upon exercise of the Call Option by BI. Upon exercise of the Call Option by BI for a specific Forma Collaboration Project, Forma shall transfer and assign any rights in any Forma Project Inventions to BI. Upon BI's request and at BI's expense, the Parties shall reasonably cooperate in the taking of such actions necessary to effect such transfer and assignment to BI of the Forma Project Inventions, including the prompt execution and delivery of all documents reasonably necessary to effect such transfer of ownership to BI. In addition, Forma shall transfer to BI the complete prosecution files applicable to Patents so assigned to enable BI to comply with all upcoming deadlines for responding to official actions and paying the maintenance fees for such Patents. Any costs and expenses incurred by Forma for the prosecution, transfer and assignment of such Patents shall be borne by BI. The Patents shall be prosecuted and maintained as BI Patents in accordance with Section 8.4 of this Agreement.

8.3 Activation of Actual Forma Proprietary Library Compounds.

(a) Activation by Forma. Upon Forma's nomination and the JSC's acceptance of Hits under Section 2.4(c) from the Forma Proprietary Library, then (i) all such Hits from the Forma Proprietary Library and (ii) all other actual compounds in the Forma Proprietary Library contained in the same Chemotypes will be Activated and added to Exhibit 8.3.

(b) Activation by BI. Forma shall provide [***]. BI's use and disclosure of such database shall be subject to the foregoing sentence and the terms of Article 9 with such database remaining the Confidential Information of Forma. Prior to filing a Patent in any country in the world claiming or covering a BI Derivative, BI shall search the Forma Proprietary Library

database provided by Forma to determine whether the proposed scope of such Patent generally or specifically covers or claims any actual compounds in the Forma Proprietary Library. BI shall promptly provide Forma with a list of any such actual compounds in the Forma Proprietary Library. Within [***] after receipt of such list, Forma shall notify BI whether one or more of such actual compounds are available for Activation. Each such actual compound that is available for Activation shall be Activated upon BI's receipt of such notice from Forma and BI shall update Exhibit 8.3 accordingly. Notwithstanding anything in this Agreement to the contrary, BI shall not file any Patent claiming or covering (i) a compound in the Forma Proprietary Library that has not been Activated or (ii) a Collaboration Compound without completing the process set forth in this Section 8.3(b), and in the case of this subsection (ii) may thereafter do so only if such Collaboration Compound is either (a) not in the Forma Proprietary Library, or (b) Activated under this Section 8.3(b). If BI files a patent application covering a compound in the Forma Proprietary Library without having requested Activation as required under this Section 8.3(b), BI shall notify Forma promptly upon becoming aware thereof, such notice to include the applicable compounds in the Forma Proprietary' Library. Any such compounds that are then available for Activation shall be Activated upon BI's receipt of notice from Forma, which Forma shall provide within [***] after receipt of BI's notice. For any such compounds that are not then available for Activation, BI shall grant and hereby grants Forma an exclusive, worldwide, royalty-free, perpetual, irrevocable license, with the right to grant sublicenses through multiple tiers, under all Patents arising from this filed patent application (and any patent applications claiming priority thereto), to research, develop, make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported and otherwise exploit and commercialize such compounds and any products containing such compounds, for any and all purposes. Notwithstanding the foregoing, in no event shall the restrictions under this Section 8.3(b) apply with respect to any chemical compound that is independently developed by or on behalf of BI as shown by contemporaneous scientific record and without use of any Confidential Information of Forma, Forma Know-How, or Information discovered, developed, invented or created under this Agreement. In addition, at any time during the Optimization Phase, BI may Activate compounds in accordance with the above-described process.

(c) Notwithstanding anything to the contrary in this Agreement, an Excluded Compound may not be Activated.

(d) In no event will more than [***] Collaboration Compounds, in the aggregate for all Collaboration Targets, be Activated, and in no event will more than [***] Collaboration Compounds from a single Synthetic Pathway (defined below) be Activated at any time. As used herein, "**Synthetic Pathway**" means a defined sequence of unique chemistry methodologies to develop a series of related Library Cores (defined below) using traditional bench scale equipment in gram quantities, and "**Library Core**" means a unique chemical entity synthesized by Forma with appropriate functionality at one or more sites of such chemical entity that allow subsequent elaboration of these sites with defined substituents. If a Collaboration Target is terminated, then all Activated Compounds associated with the Chemotypes for such Collaboration Target shall no longer be activated and shall not count toward the totals above.

8.4 Prosecution and Maintenance of Patents.

(a) Forma Patents. As between the Parties, Forma shall be responsible for the Prosecution and Maintenance of the Forma Patents, at its sole expense, subject to Section 8.4(d). Notwithstanding the foregoing, Forma will use Commercially Reasonable Efforts to obtain a reasonable scope of patent protection for Collaboration Compounds that are covered by claims of Forma Patents, using counsel of its own choice. Forma shall keep BI informed as to material developments with respect to the Prosecution and Maintenance of such Forma Patents relevant to Collaboration Compounds, unless these relate to a Forma Project, including by providing copies of all material substantive office actions or any other material substantive documents that Forma receives from any patent office, including notice of all interferences, reissues, re-examinations, oppositions or requests for patent term extensions, and by providing BI the timely opportunity to have input into all substantive aspects of such Prosecution and Maintenance; provided, however, that Forma shall not be required to disclose any confidential information that is not specific to Collaboration Compounds or Collaboration Targets. Forma shall consult with BI and shall take into account any comments from BI in good faith, with respect to the Prosecution and Maintenance of any Forma Patents.

(b) BI Patents. As between the Parties, BI shall control the Prosecution and Maintenance of any Patents in the BI Target Technology and any Patents claiming arising Information in accordance with Section 8.1(c) ("**BI Patents**"), at its sole expense, subject to Section 8.4(d).

(c) Filing Decision or Prosecution Lapse. If, during the Term, with respect to Forma Patents covering Collaboration Compounds, unless these relate to a Forma Project, and with respect to BI Patents related to a Forma Collaboration Project or a Forma Project, the Party responsible for Prosecuting and Maintaining a Patent, in any country decides not to file such Patent or intends to allow such Patent to lapse or become abandoned without having first filed a substitute, the prosecuting or maintaining Party shall, whenever practicable, notify the other Party' of such decision or intention at least [***] days prior to the date upon which the subject matter of such Patent shall become unpatentable or such Patent shall lapse or become abandoned, and such other Party shall thereupon have the right, but not the obligation, to assume responsibility for the Prosecution and Maintenance thereof at its own expense with counsel of its own choice.

(d) Cooperation in Prosecution and Extensions. Each Party shall provide the other Party all reasonable assistance and cooperation in the patent prosecution efforts provided above in this Section 8.4, including providing any necessary powers of attorney, assignments and executing any other required documents or instruments for such prosecution. Each Party shall consult with the other Party before applying for or obtaining any patent term extension or related extension of rights, including supplementary protection certificates and similar rights. Neither Party shall proceed with such an extension until the Parties have agreed to a strategy therefor (with any disagreements on such strategy to be resolved by the JSC), however, as regards Patents covering Licensed Products, BI will be solely responsible for such decision. Each Party shall provide reasonable assistance to the other Party in connection with obtaining any such extensions consistent with such strategy. To the extent reasonably and legally required in order to obtain any such extension in a particular country, each Party shall make available to the other a copy of the necessary documentation to enable such other Party to use the same for the purpose of obtaining the extension in such country.

8.5 Defense of Claims Brought by Third Parties. If a Third Party asserts that a patent or other intellectual property right owned by it is infringed by the manufacture, use, sale or importation of any Collaboration Compound (other than a Collaboration Compound in a Forma Product) or Licensed Product, BI shall have the primary right but not the obligation to defend against any such assertions at its cost and expense. In the event BI elects to defend against any such Third Party claims, BI shall have the sole right to direct the defense of such Third Party claims and to elect to settle such claims, in the event that BI elects not to defend against such Third Party claims within thirty (30) days of learning of same, Forma shall have the right, but not the duty, to defend against such an action and thereafter shall have the sole right to direct the defense of any such Third Party claim(s), including the fight to settle such claims; Notwithstanding the foregoing, neither Party may settle any claim involving the other Party's solely-owned Patent without such other Party's prior written consent. In any event, the Parties shall reasonably assist one another and cooperate in any such litigation at the other's request without expense to the requesting Party. Each Party may at its own expense and with its own counsel join any defense brought by the other Party,

8.6 Enforcement of Forma Technology or BI Target Technology.

(a) Duty to Notify of Infringement. If any Party learns of an infringement, unauthorized use, misappropriation or threatened infringement or other such activity by a Third Party of the Forma Technology or BI Target Technology on account of such Third Party's manufacture, use or sale of a Collaboration Compound ("**Competitive Infringement**"), such Party shall promptly notify the other Party and shall provide such other Party with available evidence of such Competitive Infringement.

(b) BI Collaboration Projects and Forma Collaboration Projects. BI shall have the primary right, but not the obligation, to institute, prosecute, and control any action or proceeding with respect to a Competitive Infringement with respect to Collaboration Compounds from BI Collaboration Projects and Forma Collaboration Projects by counsel of its own choice, and Forma shall have the right, at, its own expense, to be represented in that action by counsel of its own choice. If BI fails to bring an action or proceeding within a period of one hundred twenty (120) days after first being notified of such Competitive Infringement, Forma shall have the right to bring and control any such action by counsel of its own choice, and BI shall have the right to be represented in any such action by counsel of its own choice at its own expense.

(c) Forma Projects. Forma shall have the sole right, but not the obligation, to institute, prosecute, and control any action or proceeding with respect to a Competitive Infringement with respect to Collaboration Compounds from Forma Projects by counsel of its own choice. In such event, BI shall reasonably assist Forma as to any BI Patent and cooperate in any such litigation at the other's request at the expense of Forma.

(d) Share of Recoveries. If one Party brings any such action or proceeding in accordance with this Section 8.5, the second Party agrees to be joined as a party plaintiff where necessary and to give the first Party reasonable assistance and authority to file and prosecute the suit. The costs and expenses of the Party bringing suit under this Section 8.5 shall be borne by such Party, and any damages or other monetary awards recovered shall be shared as follows: (i) [***]; and then (ii) [***]. [***]. A settlement or consent judgment or other voluntary final

disposition of a suit under this Section 8.5 may be entered into without the consent of the Party not bringing the suit; *provided that* such settlement, consent judgment or other disposition does not admit the invalidity or unenforceability of the relevant patent in the Forma Patents or BI Patents, and *provided further*, that any rights granted under the relevant patent to continue the infringing activity in such settlement, consent judgment or other disposition shall be limited to those rights that the granting Party otherwise has the right to grant. Section 8.6(e) shall apply if any amounts are recovered in any Paragraph IV Proceeding or settlement of any Paragraph IV Proceeding

(e) Regulatory Data Protection - Patent Linkage. To the extent required by law or permitted by law, each Party will use Commercially Reasonable Efforts to promptly, accurately and completely list, with the applicable Regulatory Authorities during the Term, all applicable Patents for any Licensed Product or Forma Product chat such Party intends to, or has begun to, commercialize and that have become the subject of a marketing application submitted to FDA, such listings to include all so called "Orange Book" listings required under the Hatch-Waxman Act and all so called "Patent Register" listings as required in Canada, or any equivalent patent listings in other countries. Prior to such listings, the Parties will meet to evaluate and identify all applicable patents. Notwithstanding the preceding sentence, the Party holding the NDA or equivalent marketing authorization for the applicable Licensed Product or Forma Product will retain final decision-making authority as to the listing of all applicable patents for such Licensed Product or Forma Product, regardless of which Party owns such Patent.

With respect to any notification provided by a Third Party to BI or Forma under 21 U.S.C. § 355(j)(2)(B) making a certification described in 21 U.S.C. § 355(j)(2)(A)(vii)(IV) with respect to any Patents that are listed fora Licensed Product in the Orange Book, or equivalent actions in other countries, (each a "**Paragraph IV Proceeding**"), the following shall apply:

i. Without any avoidable delay, however at the latest within five (5) Business Days of receipt of any notification of a Paragraph IV Proceeding, such party shall notify the other Party in writing and attach a copy of such notification, BI and Forma shall thereafter consult and cooperate fully to determine a course of action with respect to any such proceeding, including the negotiation of the offer of confidential access.

ii. With respect to any BI Patents, BI shall have the initial right to initiate any Paragraph IV Proceeding, including by commencing a patent infringement action under 35 U.S.C. §271 (e)(2)(A), and shall bear the expense of any such Paragraph IV Proceeding. If BI elects not to commence a patent infringement action against the relevant Third Party under 35 U.S.C. §271(e)(2)(A), it shall notify Forma of such election no later than twenty- five (25) calendar days after the earlier of Forma's or BI's receipt of the notification provided pursuant to 21 U.S.C. §355(j)(2)(B) (or such shorter period as may be necessary to preserve any applicable rights with respect to such proceeding) and, in such case, Forma shall have the sole right to commence such patent infringement action, at its expense, and, if legally required, in BPs or the relevant BI Affiliate's name and on BI's or the relevant BI Affiliate's behalf.

iii. With respect to any Forma Patents, Forma shall have the initial right to initiate any Paragraph IV Proceeding, including by commencing a patent infringement action under 35 U.S.C. §271 (e)(2)(A), and shall bear the expense of any such Paragraph IV Proceeding. If Forma elects not to commence a patent infringement action against the relevant Third Party under 35 U.S.C. §271 (e)(2)(A), it shall notify BI of such election no later than twenty five (25) calendar days after the earlier of Forma's or BPs receipt of the notification provided pursuant to 21 U.S.C. §355(j)(2)(B) (or such shorter period as may be necessary to preserve any applicable rights with respect to such proceeding) and, in such case, BI shall have the sole right to commence such patent infringement action, at its expense, and, if legally required, in Forma's or the relevant Forma Affiliate's name and on Forma's or the relevant Forma Affiliate's behalf.

8.7 CREATE Act. It is the intention of the Parties that this Agreement is a "joint research agreement" as that phrase is defined in 35 USC § 103(c)(3). In the event that either Party to this Agreement intends to overcome a rejection of an invention claimed in a Patent pursuant to the provisions of 35 USC § 103(c)(2), such Party shall first obtain the prior written consent of the other Party. Following receipt of such written consent, such Party shall limit any amendment to the specification or statement to the patent office with respect to this Agreement to that which is strictly required by 35 USC § 103(c) and the rules and regulations promulgated thereunder and which is consistent with the terms and conditions of this Agreement. To the extent that the Parties agree that, in order to overcome a rejection of a claimed invention pursuant to the provisions of 35 USC § 103(c)(2), the filing of a terminal disclaimer is required or advisable, the Parties shall first agree on terms and conditions under which the Patent subject to such terminal disclaimer and the patent or application over which such application is disclaimed shall be jointly enforced, to the extent that the Parties have not previously agreed to such terms and conditions.

8.8 Other Agreement(s). BI's rights under this Article 8 with respect to any Forma Patents shall be subject to the rights that one or more Third Parties may have, or the obligations that Forma may have, in each case to file, prosecute, maintain, and/or enforce such patents under the applicable license agreements with such Third Parties as of the Effective Date. Forma shall inform BI promptly as soon as such rights that one or more Third Parties may have, or obligations that Forma may have, restrict the ability of BI to exercise its rights under this Article 8 with respect to any Forma Patents, in which case Forma shall further give explanations to BI as to the scope of such restrictions.

ARTICLE IX
CONFIDENTIALITY

9.1 Confidentiality; Exceptions. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing, the Parties agree that the receiving Party (the "**Receiving Party**") shall keep confidential and shall not publish or otherwise disclose or use for any purpose other than as provided for in this Agreement any Information or other confidential and proprietary information and materials, patentable or otherwise, in any form (written, oral, photographic, electronic, magnetic, or otherwise) which is disclosed to it by the other Party (the "**Disclosing Party**") or otherwise received or accessed by a Receiving Party in the course of

performing its obligations or exercising its rights under this Agreement, including but not limited to trade secrets, know-how, inventions or discoveries, proprietary information, formulae, processes, techniques and information relating to a Party's past, present and future marketing, financial, and research and development activities of any product or potential product or useful technology of the Disclosing Party and the pricing thereof (collectively, "**Confidential Information**"), except to the extent that it can be established by the Receiving Party that such Confidential Information:

(a) was in the lawful knowledge and possession of the Receiving Party prior to the time it was disclosed to, or learned by, the Receiving Party, or was otherwise developed independently by the Receiving Party, as evidenced by written records kept in the ordinary course of business, or other documentary proof of actual use by tire Receiving Party;

(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 and other than through any act or omission of the Receiving Party in breach of this Agreement; or

(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 others.

9.2 Authorized Disclosure. Except as expressly provided otherwise in this Agreement, a Receiving Party may use and disclose Confidential Information of the Disclosing Party as follows: (i) to the Receiving Party's Affiliates, potential and actual sublicensees, employees, officers, directors, agents, consultants, and/or other Third Parties under appropriate confidentiality provisions no less stringent than those in this Agreement, in connection with the performance of its obligations or exercise of its rights under this Agreement; or (ii) to the extent such disclosure is reasonably necessary in filing or prosecuting patent, copyright and trademark applications, prosecuting or defending litigation, complying with applicable governmental regulations, obtaining regulatory approval, conducting pre-clinical activities or clinical trials, marketing Licensed Products, or otherwise required by law; *provided*, *however*, that if a Receiving Party is required by law or regulation to make any such disclosure of a Disclosing Party's Confidential Information it will, except where impracticable for necessary disclosures, for example in the event of medical emergency, give reasonable advance notice to the Disclosing Party of such disclosure requirement and, except to the extent inappropriate in the case of Patents, will use its reasonable efforts to secure confidential treatment of such Confidential Information required to be disclosed; or (iii) to potential or actual acquirers, merger candidates or investors or venture capital firms, investment bankers or other financial institutions or investors, provided that in connection with such disclosure, such Receiving Party shall inform each disclosee of the confidential nature of such Confidential Information and cause each disclosee to treat such Confidential information as confidential; or (iv) to the extent mutually agreed to in writing by the Parties; provided, however, that, in each of the above situations, the Receiving Party shall remain responsible for any failure by any Person who receives the Confidential Information pursuant to this Section 9.2 to treat such Confidential Information as required under this Article 9.

9.3 Press Release; Disclosure of Agreement. Promptly after the Effective Date, the Parties may each issue a public announcement of the execution of this Agreement. Neither Party shall be free to issue any press release or other public disclosure regarding the Agreement or the Parties' activities hereunder, or any results or data arising hereunder, except (a) with the other Party's prior written consent, or (b) for any disclosure that is reasonably necessary to comply with applicable national securities exchange listing requirements or laws, rules or regulations, with the other Party's consent not to be unreasonably withheld or delayed beyond a time reasonably in advance of the required disclosure deadline necessary to comply with applicable national securities exchange listing requirements or laws, rules or regulations. The Parties agree to consult with each other reasonably and in good faith with respect to the text and timing of any such press releases prior to the issuance thereof, and a Party may not unreasonably withhold consent to such releases. Except to the extent required by law or as otherwise permitted in accordance with this Section 9.3, neither Party shall make any public announcements concerning this Agreement or the subject matter hereof without the prior written consent of the other, which shah not be unreasonably withheld. Each Party agrees to provide to the other Party a copy of any public announcement regarding this Agreement or the subject matter thereof as soon as reasonably practicable under the circumstances prior to its scheduled release. Except under extraordinary circumstances, when the following notice may not be possible but in which event the press release will still be provided to the other Party for comment before release, each Party shall provide the other with an advance copy of any such announcements at least [***] Days prior to its scheduled release. Each Party shall have the right to expeditiously review and recommend changes to any such announcement and, except as otherwise required by laws, rules or regulations, the Party whose announcement has been reviewed shall remove any Confidential Information of the reviewing Party that the reviewing Party reasonably deems to be inappropriate for disclosure. The principles to be observed by Forma and BI in any such permitted public disclosures with respect to this Agreement shall be: accuracy and completeness, the requirements of confidentiality under this Article 9, and the normal business practice in the pharmaceutical and biotechnology industries for disclosures by companies comparable to Forma and BI. Notwithstanding the foregoing, to the extent information regarding this Agreement has already been publicly disclosed in the same context, either Party may subsequently disclose the same information to the public without the consent of the other Party. Each Party shall be permitted to disclose the terms of this Agreement, in each case under appropriate confidentiality provisions substantially equivalent to those of this Agreement, to any actual or potential acquirers, merger partners, and professional advisors. Each Party shall give the other Party a reasonable opportunity to review all filings with the United Stated Securities and Exchange Commission describing the terms of this Agreement prior to submission of such filings, and shall give due consideration to any reasonable comments by the non-filing Party relating to such filing, including without limitation the provisions of this Agreement for which confidential treatment should be sought.

9.4 Termination of Prior Agreement. This Agreement supersedes the [***]. All information exchanged between the Parties under that agreement shall be deemed Confidential Information hereunder and shall be subject to the terms of this Article 9, with the mutual understanding and agreement that any use or disclosure thereof that is authorized under this Article 9 shall not be restricted by, or be deemed a violation of, the Secrecy Agreement.

9.5 Remedies. Each Party shall be entitled to seek, in addition to any other right or remedy it may have, at law or in equity, a temporary injunction, without the posting of any bond or other security, enjoining or restraining the other Party' from any violation or threatened violation of this Article 9.

9.6 Publications. Neither Party may publish peer reviewed manuscripts, or give other forms of public disclosure such as abstracts and presentations, of results of studies carried out under this Agreement, without the prior written approval by the other Party except to the extent required by applicable laws. A Party seeking publication shall provide the other Party the opportunity to review and comment on any proposed publication that relates to a Collaboration Compound at least [***] prior to its intended submission for publication. The other Party shall provide the Party seeking publication with its comments in writing, if any, within [***] after receipt of such proposed publication. The Party seeking publication shall consider in good faith any comments thereto provided by the other Party and shall comply with the other Party's request to remove any and all of such other Party's Confidential Information from the proposed publication. In addition, the Party seeking publication shall delay the submission for a period up to [***] in the event that the other Party can demonstrate reasonable need for such delay, including the preparation and filing of a Patent. If the other Party fails to provide its comments to the Party' seeking publication within such [***] period, such other Party shall be deemed not to have any comments, and the Party seeking publication shall be free to publish in accordance with this Section 12.3 after the [***] period has elapsed. The Party seeking publication shall provide the other Party a copy of the manuscript at the time of the submission. Each Party agrees to acknowledge the contributions of the other Party and its employees in all publications as scientifically appropriate.

ARTICLE X
REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties of Both Parties. Each Party hereby represents and warrants to the other Party, as of the Effective Date, that:

(a) such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) such Party has taken all necessary action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;

(c) this Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, binding obligation, enforceable against it in accordance with the terms hereof;

(d) the execution, delivery and performance of this Agreement by such Party does not conflict with any agreement or any provision thereof, or any instrument or understanding, oral or written, to which it is a party or by which it is bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over such Party;

(e) no government authorization, consent, approval, license, exemption of or filing or registration with any court or governmental department, commission, board, bureau,

agency or instrumentality, domestic or foreign, under any applicable laws, rules or regulations currently in effect, is or will be necessary for, or in connection with, the transaction contemplated by this Agreement or any other agreement or instrument executed in connection herewith, or for the performance by it of its obligations under this Agreement and such other agreements; and

(f) it has not employed (and, to the best of its knowledge without further duty of inquiry, has not used a contractor or consultant that has employed) any individual or entity debarred by the FDA (or subject to a similar sanction of EMA), or, to the best of its knowledge without further duty of inquiry, any individual who or entity that is the subject of an FDA debarment investigation or proceeding (or similar proceeding of EMA).

10.2 Representations and Warranties of Forma. Forma hereby represents and warrants to BI, as of the Effective Date, that:

(a) It has sufficient legal title to grant the licenses to BI as purported to be granted pursuant to this Agreement;

(b) It has not received any written notice from any Third Party asserting or alleging that any research or development of compounds in the Forma Compound Libraries prior to the Effective Date infringes or misappropriates the intellectual property rights of such Third Party; and

(c) There are no pending, and to Forma's knowledge no threatened, actions, suits or proceedings against Forma involving the Forma Technology,

(d) As of the Effective Date, Forma has no agreements with any Third Party which limit the scope of the rights granted to BI hereunder.

10.3 Representations and Warranties of BI. Forma hereby represents and warrants to BI, as of the Effective Date, that:

(a) It has sufficient legal title to grant the licenses to Forma as purported to be granted pursuant to this Agreement; and

(b) It has not received any written notice from any Third Party asserting or alleging that any research or development of compounds in the BI Compound Libraries prior to the Effective Date infringes or misappropriates the intellectual property rights of such Third Party.

10.4 Mutual Covenants. Each Party hereby covenants to the other Party that;

(a) All employees of such Party' or its Affiliates working under this Agreement will be under the obligation to assign all right, title and interest in and to their inventions and discoveries, whether or not patentable, to such Party as the sole owner thereof;

(b) Such Party will not employ (or, to the best of its knowledge without further duty of inquiry, will not use any contractor or consultant that employs) any individual or entity debarred by the FDA (or subject to a similar sanction of EMA) or, to the best of its knowledge without further duty of inquiry, any individual who or entity that is the subject of an FDA debarment investigation or proceeding (or similar proceeding of EMA), in the conduct of its activities under any Program;

(c) Such Party shall perform its activities pursuant to this Agreement in compliance with good laboratory and clinical practices and cGMP, in each case as applicable under the laws and regulations of the country and the state and local government wherein such activities are conducted; and

(d) Neither Party shall, during the Term, grant any right or license or encumbrance or lien of any kind (other than general liens created in the ordinary course of business which are not specific to any of the Forma Technology or the BI Target Technology) to any Third Party relating to any of the intellectual property rights it owns or Controls which would conflict or interfere with any of the rights or licenses granted or to be granted to the other Party hereunder.

10.5 Disclaimer. Except as otherwise expressly set forth in this Agreement, NEITHER PARTY MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT ANY PATENTS ARE VALID OR ENFORCEABLE OR THAT THEIR EXERCISE DOES NOT INFRINGE ANY PATENT RIGHTS OF THIRD PARTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Without limiting the generality of the foregoing, each Party disclaims any warranties with regards to: (a) the success of any study or test commenced under this Agreement, (b) the safety or usefulness for any purpose of the technology or materials, including any Collaboration Compounds, it provides or discovers under this Agreement; and/or (c) the validity, enforceability, or non-infringement of any intellectual property rights or technology it provides or licenses to the other Party under this Agreement.

ARTICLE XI
INDEMNIFICATION; INSURANCE

11.1 Indemnification by BI. BI shall indemnify, defend and hold harmless Forma and its Affiliates, and its or their respective directors, officers, employees and agents, from and against any and all liabilities, damages, losses, costs and expenses, including, but not limited to, the reasonable fees of attorneys and other professional Third Parties (collectively, "**Losses**") to the extent arising out of or resulting from any and all Third Party suits, claims, actions, proceedings or demands ("**Claims**") based upon:

(a) the negligence, recklessness or wrongful intentional acts or omissions of BI and/or its Affiliates and its or their respective directors, officers, employees and agents, in connection with BI's performance of its obligations or exercise of its rights under this Agreement;

(b) any breach of any representation or warranty or any other provision under this Agreement; or

(c) the research and development that is actually conducted by and/or on behalf of BI, the handling and storage by and/or on behalf of BI of any chemical agents or other compounds for the purpose of conducting development by or on behalf of BI, and the manufacture, marketing, commercialization and sale by BI, its Affiliate or Sublicensee of any Collaboration Compound or Licensed Product, including Claims based upon products liability and intellectual property infringement or misappropriation.

11.2 Indemnification by Forma. Forma shall indemnify, defend and hold harmless BI and its Affiliates, and its or their respective directors, officers, employees and agents, from and against any and all Losses to the extent arising out of or resulting from any and all Third Party Claims based upon:

(a) the negligence, recklessness or wrongful intentional acts or omissions of Forma and/or its Affiliates and/or its or their respective directors, officers, employees and agents, in connection with Forma's performance of its obligations or exercise of its rights under this Agreement; or

(b) any breach of any representation or warranty or any other provision under this Agreement.

11.3 Procedure. In the event that any person (an "**Indemnitee**") entitled to indemnification under Section 11.1 or Section 11.2 is seeking such indemnification, such Indemnitee shall (i) inform, in writing, the indemnifying Party of the claim as soon as reasonably practicable after such Indemnitee receives notice of such claim, (ii) permit the indemnifying Party to assume direction and control of the defense of the claim (including the sole right to settle it at the sole discretion of the indemnifying Party, taking into consideration in good faith any reasonable concerns or objections raised by the Indemnitee; *provided that* such settlement does not impose any obligation on, or otherwise adversely affect, the Indemnitee or other Party), (iii) cooperate as reasonably requested (at the expense of the indemnifying Party) in the defense of the claim, and (iv) undertake all reasonable steps to mitigate any loss, damage or expense with respect to the claim(s).

11.4 Insurance. During the Term, each Party will have and maintain such types and amounts of liability insurance including self-insurance as is normal and customary in the industry generally for similarly situated parties, and will upon request provide the other Party with a certificate of insurance in that regard, along with any amendments and revisions thereto.

11.5 LIMITATION OF LIABILITY. EXCEPT FOR A BREACH OF ARTICLE 9 OR FOR CLAIMS OF A THIRD PARTY THAT ARE SUBJECT TO INDEMNIFICATION UNDER THIS ARTICLE 11 OR AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, NEITHER FORMA NOR BI, NOR ANY OF THEIR AFFILIATES OR SUBLICENSEES, WILL BE LIABLE TO THE OTHER PARTY, ITS AFFILIATES OR ANY OF THEIR SUBLICENSEES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), INDEMNITY OR CONTRIBUTION, AND IRRESPECTIVE OF WHETHER THAT PARTY OR ANY REPRESENTATIVE OF THAT PARTY HAS BEEN ADVISED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF, ANY SUCH LOSS OR DAMAGE.

ARTICLE XII
TERM AND TERMINATION

12.1 Term; Expiration. This Agreement shall become effective as of the Effective Date and, unless earlier terminated pursuant to the other provisions of this Article 12, shall expire as follows:

(a) On a Licensed Product-by-Licensed Product or Forma Product-by-Forma Product and country-by-country basis, on the dale of the expiration of all payment obligations under this Agreement with respect to such Licensed Product or Forma Product in such country;

(b) In its entirety upon the expiration of all payment obligations under this Agreement with respect to the last Licensed Product and Forma Product in all countries in the Territory; and

(c) On a Collaboration Target-by-Collaboration Target basis when no Collaboration Compound, Licensed Product or Forma Product for such target is being researched, developed or commercialized by either Party hereunder with Commercially Reasonable Efforts (which shall be deemed a termination by BI under Section 12.3).

The period from the Effective Date until the date of expiration of this Agreement in its entirety, or as the case may be, until the date of the expiration of this Agreement in part with respect to a given Licensed Product, Forma Product or Collaboration Target, may be referred to herein as the "**Term**."

12.2 Termination for Cause.

(a) Termination for Material Breach. Either Party (the "**Non-breaching Party**") may, without prejudice to any other remedies available to it at law or in equity, terminate this Agreement in its entirety in the event tire other Party (the "**Breaching Party**") shall have materially breached or defaulted in the performance of any of its material obligations hereunder, and such default shall have continued for [***] after written notice thereof was provided to the Breaching Party by the Non-breaching Party, such notice describing with particularity and in detail the alleged material breach. Subject to Section 12.2(b), any such termination of the Agreement under this Section 12.2 shall become effective at the end of such [***] period, unless the Breaching Party has cured any such breach or default prior to the expiration of such [***] period or, if such preach is not susceptible to cure within such [***] period even with the use of Commercially Reasonable Efforts, the Non-Breaching Party's right to termination shall be suspended only if and for so long as the Breaching Party has provided to the Non-Breaching Party a written plan that is reasonably calculated to effect a cure, such plan is acceptable to the Non-Breaching Party (or to the arbitrators, in the event of arbitration pursuant to Section 13.1), and the Breaching Party commits to and does carry out such plan. The right of either Party to terminate this Agreement as provided in this Section 12.2 shall not be affected in any way by such Party's waiver or failure to take action with respect to any previous default.

(b) In the event of a good faith dispute filed under Section 13.2 with respect to the existence of a material breach (including as to whether BI has used Commercially Reasonable Efforts as required in this Agreement), the [***] cure period shall be tolled until such time as the

dispute is resolved pursuant to Article 13 hereof. If the material breach is confirmed by the judgment of the arbitration panel and not cured within [***] after the receipt of such decision by the arbitration panel, the non-breaching Party shall have the right on written notice to the breaching Party, to terminate this Agreement; provided that if the material breach that is confirmed by the arbitration panel is BI's breach of its obligation under Section 6.2 to use Commercially Reasonable Efforts, BI shall have a reasonable time frame after receipt of such decision by the arbitration panel, however no later than within [***] after the receipt of the decision of the arbitration panel, to cure such breach. In the event of any dispute under this Agreement regarding a Party's payment obligations under this Agreement, the paying Party shall be required to deposit all disputed payment amounts into an interest-bearing escrow account established by the Parties. Upon the resolution of such dispute, the arbitrators shall direct the disposition of the escrowed funds (including interest accrued) to the prevailing party in accordance with the arbitrators' ruling on such dispute together with any damages or other remedies as awarded.

(c) Patent Challenge. Forma may terminate this Agreement in its entirety immediately upon written notice to BI if BI or its Affiliates challenges directly or through a Third Party (including in any proceeding before a patent office, court or administrative forum) the validity', enforceability or scope of any Forma Patent anywhere in the world. If a sublicensee of BI (or an affiliate of such sublicensee) undertakes any such patent challenge covered by the foregoing under any such Patent sublicensed, then BI upon receipt of notice from Forma will immediately terminate the applicable sublicense agreement.

12.3 BI Unilateral Termination Rights. BI shall have the right to terminate this Agreement either in Its entirety or on a Collaboration Target-by-Collaboration Target basis, for any reason or for no reason at all, upon at least [***] prior written notice to Forma; provided that (i) BI may terminate this Agreement with respect to a Collaboration Target at any time upon at least [***] prior written notice to Forma and by discontinuing all activities of the Parties under this Agreement with respect to such Collaboration Target and (ii) any termination under this Section 12.3 of this Agreement in its entirety shall not be effective before the [***] anniversary of the Effective Dale.

12.4 Effects of Expiration. Following the expiration of the Term pursuant to Section 12.1, the following terms shall apply:

(a) Subject to the terms and conditions of this Agreement, following expiration of the Term with respect to a licensed Product in a country pursuant to Section 12.1(a), BI shall have an exclusive, fully-paid, royalty-free license, with the right to grant sublicensee, under the Forma Technology, to continue to make, have made, use, sell, offer to sell and import such Licensed Product in the Field in such country, for so long as it continues to do so.

(b) Subject to the terms and conditions of this Agreement, following expiration of the Term with respect to a Forma Product in a country pursuant to Section 12.1(a), Forma shall have an exclusive, fully-paid royalty-free license, with the right to grant sublicenses, under the Bi Target Technology, to continue to make, have made, use, sell, offer to sell and import such Forma Product in the Field in such country, for so long as it continues to do so.

(c) Subject to the terms and conditions of this Agreement, following expiration of the Term with respect to this Agreement in its entirety pursuant to Section 12.1(b), BI shall have an exclusive, fully-paid, royalty-free license, with the right to grant sublicenses, under the Forma Technology, to continue to make, have made, use, sell, offer to sell and import Licensed Products in the Field in the Territory, for so long as it continues to do so.

(d) Subject to the terms and conditions of this Agreement, following expiration of the Term with respect to this Agreement in its entirety pursuant to Section 12.1(b) Forma shall have an exclusive, fully-paid, royalty-free license, with the right to grant sublicenses, under the BI Target Technology, to continue to make, have made, use, sell, offer to sell and import Forma Products in the Field in the Territory, for so long as it continues to do so,

12.5 Effects of Expiration or Termination of Call Option. Upon expiration or termination of the Call Option for a Forma Collaboration Project:

(a) Notwithstanding anything contained herein to the contrary, all licenses granted to BI with respect to Collaboration Compounds and Licensed Products from such Forma Collaboration Project shall terminate, each such Licensed Product shall be deemed to be a Forma Product, and such Forma Collaboration Project shall become a Forma Project.

(b) All of Forma's exclusivity obligations under Section 5.7 with respect to the Collaboration Target in such Forma Collaboration Project shall immediately terminate and no longer be of any force or effect.

(c) Forma shall have an exclusive (even as to BI), royalty-free, worldwide license, with the right to grant sublicenses through multiple tiers, under the BI Target Technology to research, develop, make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported and otherwise exploit and commercialize Forma Products containing Collaboration Compounds from the Forma Compound Libraries and Derivatives thereof. All material relating to such Collaboration Compounds and in BI's possession shall be transferred to Forma upon expiration of the respective Call Option.

(d) Tn addition, Forma shall have the right to ask BI to negotiate in good faith a royalty-free license of the scope described in subsection (c) above under the BI Target Technology necessary or reasonably useful to develop, manufacture and commercialize certain Collaboration Compounds from the BI Compound Libraries related to the Forma Collaboration Project. Following such request, the Parties shall discuss in good faith and use reasonable efforts to agree within [***] on the license agreement and the Collaboration Compounds from the BI Compound Libraries to be included in such license, the corresponding BI Target Technology covering or claiming such Collaboration Compounds and the royalty applicable to the licenses described above in this Section 12.5(d); provided that BI will not unreasonably withhold its consent to the grant of a license to Collaboration Compounds that achieved the SoExtProf-Criteria.

(e) In the event that the Parties conclude a license agreement in accordance with Section 12.5(d), BI shall assign to Forma BI's interest in any Information or Patent owned by BI under this Agreement arising from Forma's activities with respect to such applicable Forma Collaboration Project. BI agrees to execute and deliver assignments of such Patents and Information to Forma.

(f) In the event that (i) Forma does not ask for such license in accordance with Section 12.5(d) within [***] after expiration of BI's Call Option or (ii) the Parties are not able to agree on a respective license agreement, Forma shall promptly return to BI all Collaboration Compounds which have been derived from the BI Compound Libraries or arc Forma Derivatives of such compounds.

12.6 Effects of Termination.

(a) By Forma for BI's Breach or by BI at Will. In the event of a termination of this Agreement in its entirety by Forma pursuant to Section 12.2 or in its entirety or with respect to a Collaboration Target by BI pursuant to Section 12.3, all terminated BI Collaboration Projects and Forma Collaboration Projects shall be deemed Forma Projects, and the following terms shall apply (as applicable to the terminated Collaboration Targets) to the extent a particular Collaboration Compound is included in the applicable license granted to Forma pursuant to Section 12.6(b) (each such licensed Collaboration Compound, and each Licensed Product containing such licensed Collaboration Compound, a "**Terminated Licensed Product**"):

(i) Notwithstanding anything contained herein to the contrary, all licenses granted to BI with respect to Collaboration Compounds and Licensed Products for the terminated Collaboration Targets (or, in the case of termination of the entire Agreement, all Collaboration Compounds and all Licensed Products) shall terminate, and each Terminated Licensed Product shall be deemed to be a Forma Product;

(ii) All unexercised Call Options with respect to the terminated Forma Collaboration Projects as of the date that Forma receives such notice from BI shall be cancelled and of no force and effect;

(iii) All of Forma's exclusivity obligations under Section 5.7 with respect to the terminated Collaboration Targets shall immediately terminate and no longer be of any force or effect;

(iv) BI shall complete any ongoing Clinical Trials of Licensed Products with regard to those patients enrolled at the time of termination or, at Forma's request, BI shall transition oversight of such ongoing Clinical Trials to Forma as soon as reasonably practicable. Notwithstanding the foregoing, BI may prematurely suspend or terminate any such Clinical Trial if unacceptable safety signals are observed by BI or the Data and Safety Monitoring Board with respect to the Licensed Product or related Collaboration Compound that BI in good faith deems present an unacceptable risk to patients participating in such Clinical Trials;

(v) BI shall promptly return to Forma, at no cost to Forma, Information and materials transferred by Forma to BI with respect to each Terminated Licensed Product, and shall transfer to Forma stocks of each Terminated Licensed Product at a cost to Forma equal to BI's manufacturing cost;

(vi) BI shall transfer and assign to Forma, at Forma's request, data and Information, and other relevant material, generated by BI and in its possession for all Terminated Licensed Products, which data, Information and materials are relevant for the continued

(vii) development, manufacture and commercialization of such Terminated Licensed Products (which Information shall be deemed the Confidential Information of Forma), including without limitation copies of clinical study data and results, and other Information and the like developed by or for the benefit of BI relating to such Terminated Licensed Products and other documents relating to such Terminated Licensed Products that are relevant for the continued development, manufacture and commercialization of such Terminated Licensed Products as Forma Products (including without limitation material documents and agreements relating to the sourcing, manufacture, promotion, distribution, sale or use of a Terminated Licensed Product) throughout the Territory, however solely to the extent as necessary for the further development and commercialization of the Terminated Licensed Products;

(viii) In the event that any such Licensed Product is then commercialized, the Parties shall negotiate in good faith a license to Forma for any product-specific trademark used with the Licensed Product, excluding any such trademarks that include, in whole or part, any corporate name or logo of BI, its Affiliate or its sublicensee;

(ix) BI shall wherever practical assign (and where not practical shall permit use of the same) to Forma regulatory filings relating to Terminated Licensed Products, including, without limitation, any NDAs;

(x) BI shall, at no cost to Forma, provide reasonable consultation and assistance for a period of no more than [***] for the purpose of transferring or transitioning to Forma all then-existing commercial arrangements relating specifically to Terminated Licensed Products that BI is able, using reasonable commercial efforts, to transfer or transition to Forma, in each case, to the extent reasonably necessary for Forma to commence or continue researching, developing, manufacturing, or commercializing Terminated Licensed Products. The foregoing shall include, without limitation, transferring, upon request of Forma, any agreements with Third Party suppliers or vendors that specifically cover the supply or sale of Terminated Licensed Products. If any such contract between BI and a Third Party is not assignable to Forma (whether by such contract's terms or because such contract does not relate specifically to Terminated Licensed Products) but is otherwise reasonably necessary for Forma to commence or continue researching, developing, manufacturing, or commercializing Terminated Licensed Products or if BI manufactures the Terminated Licensed Product itself (and thus there is no contract to assign), then BI shall reasonably cooperate with Forma to negotiate for the continuation of such license and/or supply from such entity, and BI shall supply such bulk or finished Terminated Licensed Product, as applicable, to Forma, for a reasonable period ([***] until Forma establishes an alternate, validated source of supply for the Terminated Licensed Products. The cost to Forma for such supply shall be at BI's cost;

(xi) Forma shall have the right to purchase from BI any or all of the inventory of such Terminated Licensed Products held by BI as of the date of termination (that are not committed to be supplied to any Third Party or Sublicensee, in the ordinary course of business, as of the date of termination) at a price equal to BI's actual cost to acquire or manufacture such inventory. Forma shall notify BI within [***] after the date of termination whether Forma elects to exercise such right; and.

(xii) BI's payment obligations set forth in Sections 7.3(b)-(d) shall survive solely as applicable to any Collaboration Compound and Licensed Product for the terminated Collaboration Targets, and any Derivative of any such Collaboration Compound that contains those structural features of such Collaboration Compound that an experienced medicinal chemist would reasonably believe suitable to preserve the biological activity of such compounds, in each case that is developed or commercialized for a terminated Collaboration Target by or on behalf of BI, its Affiliates or sublicensees after termination of this Agreement in its entirety or with respect to the terminated Collaboration Target.

(b) Licenses and Assignments to Forma Upon Termination. Upon termination of this Agreement in its entirety by Forma pursuant to Section 12.2 or in its entirety or with respect to a Collaboration Target by BI pursuant to Section 12.3, Forma shall receive the following licenses and assignments from BI:

(i) Termination of a Collaboration Target prior to achievement of SoH2L-Criteria. If BI terminates this Agreement with respect to a particular Collaboration Target prior to achievement of the SoH2L-Criteria, then BI hereby grants to Forma effective upon such termination, and shall grant to Forma, a non-exclusive, royalty-free, worldwide license, with the right to grant sublicenses through multiple tiers, under the BI Target Technology to research, develop, make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported and otherwise exploit and commercialize Forma Products containing Collaboration Compounds from the Forma Compound Libraries and Derivatives thereof (each of which shall be deemed a Terminated Licensed Product).

(ii) Termination of BI Collaboration Projects Prior to SoExtProf. If BI terminates this Agreement with respect to a particular Collaboration Target from and after the achievement of the SoH2L-Criteria and prior to the achievement of the SoExtProf-Criteria, then BI hereby grants to Forma effective upon such termination, and shall grant to Forma, a nonexclusive, royalty-free, worldwide license, with the right to grant sublicenses through multiple tiers, under the BI Target Technology to research, develop, make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported and otherwise exploit and commercialize Forma Products containing Collaboration Compounds from the Forma Compound Libraries and Derivatives thereof (each of which shall be deemed a Terminated Licensed Product). In addition, Forma shall have the right to ask BI to negotiate in good faith a royalty-bearing (at the royalty rate set forth in Section 12.6(b)(iv)(1)), worldwide license of the scope described immediately above under the BI Target Technology necessary or reasonably useful to develop, manufacture and commercialize certain Collaboration Compounds from the BI Compound Libraries related to this Collaboration Project. Following such request, the Parties shall discuss in good faith and use reasonable efforts to agree within [***] on the commercially reasonable terms (other than royalty rates, which are set forth in Section 12.6(b)(iv)(1)) of a license agreement and the Collaboration Compounds from the BI Compound Libraries related to this Collaboration Project to be included in such license and corresponding BI Target Technology covering or claiming such Collaboration Compounds (each of which shall be deemed a Terminated Licensed Product upon effectiveness of such license agreement). If the Parties fail to agree on such terms during such [***] period, then such terms shall be determined by arbitration in accordance with Section 13.2.

(iii) Termination of BI Collaboration Projects After SoExtProf Upon Forma's request following BI's discontinuation of a BI Collaboration Project from and after achievement of the SoExtProf-Criteria, BI hereby (A) assigns to Forma, effective upon such request, all of BI's right, title and interest in and to any Patents claiming Information arising under the BI Collaboration Project that Claim or cover any BI Derivatives of Collaboration Compounds in such BI Collaboration Project from the Forma Compound Libraries, and (B) grants to Forma effective upon such termination, and shall grant to Forma, an exclusive (even as to BI), royalty-bearing, worldwide license, with the right to grant sublicenses through multiple tiers, under the BI Target Technology to research, develop, make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported and otherwise exploit and commercialize Forma Products containing Collaboration Compounds from the Forma Compound Libraries and Derivatives thereof (each of which shall be deemed a Terminated Licensed Product). In addition, Forma shall have the right to ask BI to negotiate in good faith a royalty-bearing license of the scope described immediately above under the BI Target Technology necessary or reasonably useful to develop, manufacture and commercialize certain Collaboration Compounds from the BI Compound Libraries related to the applicable Collaboration Project. Following such request, the Parties shall discuss in good faith and use reasonable efforts to agree within [***] on the commercially reasonable terms of a license agreement and the Collaboration Compounds from the BI Compound Libraries to be included in such license, the corresponding BI Target Technology covering or claiming such Collaboration Compounds and the royalty applicable to the licenses described above; provided that BI will not withhold its consent to the grant of a license to any Collaboration Compounds that achieved the SoExProf-Criteria. If the Parties fail to agree on such terms during such [***] period, then any disputed terms shall be determined by arbitration in accordance with Section 13.2. Any Collaboration Compound included in such license shall be deemed a Terminated Licensed Product upon the effectiveness of such license agreement.

(iv) Royalty Payments by Forma.

(1) In consideration of the license granted under Section 12.6(b)(ii), for each Forma Project that was a BI Collaboration Project for which BI terminated development prior to achieving the SoExtProf-Criteria, Forma shall pay to BI a royalty on Net Sales of such Forma Products at the following rates:

a. [***]; or

b. [***].

(2) In consideration of any license granted under Section 12.6(b)(iii), where a royalty is to be determined by the Parties, Forma shall pay such royalties on Net Sales of such Forma Products at the commercially reasonable terms determined by the Parties (or by the arbitration panel, if applicable). In connection with any such royalty payments, then following terms also shall apply: (A) [***] and (B) [***].

(3) Forma's obligation to pay royalties under the above subsections (1) and (2) with respect to a Forma Product shall commence upon the First Commercial Sale of such Forma Product in a particular country in the Territory and will expire on a country-by-country and Forma Product-by-Forma Product basis upon the expiration of the last patent Controlled by BI or assigned by BI pursuant to Section 12.6(b)(ii) or (iii), covering a Collaboration Compound or Derivative thereof in such Forma Product. Thereafter, all such licenses shall be fully paid and irrevocable.

(4) Until the expiration of royalty obligations under this Section 12.6(b), Forma agrees to make written reports to BI within [***] after the end of each [***] covering all sales of Forma Products in the Territory by Forma and its Affiliates and Sublicensees, each such written report specifying in reasonable detail for the period in question: (a) [***] and (b) [***]. The information contained in each such report shall be considered Confidential Information of Forma. Concurrent with the delivery of each such report, Forma shall make the royalty payment due for the [***] covered by such report.

(c) By BI for Forma's Breach. In the event of a termination of this Agreement in its entirety by BI pursuant to Section 122, all terminated BI Collaboration Projects and Forma Collaboration Projects shall be deemed BI Collaboration Projects, and the following terms shall apply (as applicable to the terminated Collaboration Targets);

(i) All licenses granted by BI to Forma under 5.2(a) shall immediately terminate, and Forma shall immediately cease to work on any project under this Agreement or otherwise with any Collaboration Compound.

(ii) Forma shall promptly return to BI, at no cost to BI, Information and materials transferred by BI to Forma under this Agreement, and shall promptly supply all Collaboration Compounds in its possession to BI.

(iii) BI's payment obligations set forth in Section 7.3(b)-(d) shall survive solely as applicable to any Collaboration Compound and Licensed Product and Derivative thereof developed or commercialized for a Collaboration Target by or on behalf of BI, its Affiliates or sublicensees after termination of this Agreement; provided that for any Collaboration Target for which Forma is confirmed by an arbitration panel to have materially breached its obligations under this Agreement, such payments under Section 73 shall be reduced by [***] ([***]%). The Parties agree that a willful material breach of Forma's obligations under Article 9 with respect to BI Confidential Information shall be deemed to relate to all Collaboration Targets and in all other cases of material breach the arbitration panel shall determine whether a particular material breach relates to one or more Collaboration Targets. In the event that an arbitration panel determines that BI is entitled to any damages or other payments as a result of any confirmed material breach by Forma, then the payment reductions set forth in this paragraph (iii) shall apply only as and to the extent the reductions (in the aggregate) are less than or equal to the amount of the damage award that is not actually paid by Forma to BI. For clarity, such reduction shall be deemed an offset of the damage award, and Forma shall not owe any such damages to the extent of such reductions (in the aggregate).

(d) Alternative Remedy for BI in the event of Material Breach by Forma. In the event of a finding by an arbitration panel that Forma materially breached its obligations under this Agreement and BI elects not to terminate this Agreement under Section 12.2, then this Agreement shall continue in foil force and effect, except that BI shall have the right to terminate the following provisions: Article 2 (in which case all Proposed Targets will no longer be Proposed Targets and will not be Collaboration Targets and Section 5.7 shall terminate), Article 3 (other than Section 3.8), Article 4 and Sections 6 2 and 6.3. Any payments due in accordance with Section 7.3 shall be reduced by [***] ([***]%) as applicable to any Collaboration Target for which Forma is confirmed to have materially breached its obligations under this Agreement. The Parties agree that a willful material breach of Forma's obligations under Article 9 with respect to BI Confidential Information shall be deemed to relate to all Collaboration Targets and in all other cases of material breach the arbitration panel shall determine whether a particular material breach relates to one or more Collaboration Targets. In the event that an arbitration panel determines that BI is entitled to any damages or other payments as a result of any confirmed material breach by Forma, then the payment reductions set forth in this paragraph (iii) shall apply only as and to the extent the reductions (in the aggregate) are less than or equal to the amount of the damage award that is not actually paid by Forma to BL For clarity, such reduction shall be deemed an offset of the damage award, and Forma shall not owe any such damages to the extent of such reductions (in the aggregate).

12.7 Change in Control of Forma. The Parties acknowledge and agree that, in the event of a Change of Control of Forma in which the Future Acquiror is a Designated Company (as defined below), then with respect to Collaboration Compounds or Licensed Products, (i) the Parties will agree to implement provisions to limit the disclosure and/or use of Confidential Information of a technical nature of BI and the Future Acquiror applicable to Collaboration Compounds or Licensed Products (provided that the foregoing shall not in any event limit the disclosure of terms of this Agreement or as necessary for the performance or enforcement thereof); and (ii) each Party shall retain its rights and obligations under this Agreement with regard to Collaboration Compounds and Licensed Products. If requested by either Party, the JPT and the JSC shall be dissolved, BI's information obligations in Section 6.3 shall cease, and Forma shall promptly notify BI following the closing of any Change in Control, including the identity of the any acquiring and/or merging company to the extent publicly disclosed. For purposes of this Section 12.7, a "Designated Company" shall mean a competitor of BI in the field of oncology commercializing products in the same therapeutic class.

12.8 Accrued Rights; Surviving Provisions of the Agreement.

(a) Termination, relinquishment or expiration of this Agreement for any reason shall be without prejudice to any rights that shall have accrued to the benefit of any Party prior to such termination, relinquishment or expiration including the payment obligations under Article 6 hereof and any and all damages or remedies arising from any breach hereunder. Such termination, relinquishment or expiration shall not relieve any Party from obligations which arc expressly indicated to survive termination of this Agreement.

(b) The provisions of Sections 3.8(a), 5.2(b), 5.4(b), 7.6, 7.7, 7.8, 8.3, 10.5, 12.4, 12.5, 12.6 and 12.8 and Articles 11 and 13, as well as any applicable definitions in Article I, shall survive the termination or expiration of this Agreement for any reason, in accordance with

their respective terms and conditions, and for the duration stated, and where no duration is stated, shall survive indefinitely. Article 9 shall survive for a period of [***] from any termination or expiration of this Agreement.

ARTICLE XIII
MISCELLANEOUS

13.1 Dispute Resolution. Except with respect to disputes within the JPC, which shall be resolved as provided in Section 4.2, in the event of a dispute arising under this Agreement between the Parties, either Party shall have the right to refer such dispute to the respective Executive Officers, and such Executive Officers shall attempt in good faith to resolve such dispute. If the Parties are unable to resolve a given dispute pursuant to this Section 13.1 within thirty (30) days of referring such dispute to the Executive Officers, either Party may have the given dispute settled by binding arbitration pursuant to Section 13.2.

13.2 Arbitration Request. If a Party intends to begin an arbitration to resolve a dispute arising under this Agreement, such Party shall provide written notice (the "**Arbitration Request**") to the other Party of such intention and the issues for resolution.

(a) Additional Issues. Within twenty (20) Business Days after the receipt of the Arbitration Request, the other Party may, by written notice, add additional issues for resolution.

(b) No Arbitration of Patent Issues. Any dispute, controversy or claim relating to the scope, validity, enforceability or infringement of any Patents covering the manufacture, use, importation, offer for sale or sale of Licensed Products shall be submitted to a court of competent jurisdiction in the country in which such patent rights were granted or arose.

(c) Arbitration Procedure. Any arbitration pursuant to this Article 13 will be held in the New York, New York, U.S. and under the rules of the International Chamber of Commerce ("**ICC**"). The Parties expressly agree to the following discovery procedures for any arbitration initiated pursuant to this paragraph: the Parties shall be entitled to take discovery within the scope provided for in the ICC rules, provided that with respect to limits on the type and amount of discovery, each Party shall be entitled to take five depositions and serve no more than 50 document requests. The arbitrators may allow discovery beyond these limits upon a showing a good cause. The arbitration will be conducted by three (3) arbitrators who are knowledgeable in the subject matter at issue in the dispute. The Parties will attempt to select three (3) arbitrators that are each acceptable to both Parties. In the event the Parties fail to agree promptly on three mutually-acceptable arbitrators, then not later than twenty (20) days from the delivery of the Arbitration Request, one (1) arbitrator will be selected by Forma, one (1) arbitrator will be selected by BI, and the third arbitrator will be selected by mutual agreement of the two (2) arbitrators selected by the Parties. The arbitrators may proceed to an award, notwithstanding the failure of either Party to participate in the proceedings. The arbitrators shall, within fifteen (15) days after the conclusion of The arbitration hearing, issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrators shall be limited in the scope of their authority to resolving only the specific matter which the Parties have referred to arbitration for resolution and shall not have authority to render any decision or award on any other issues. The arbitrators

shall be authorized to award compensatory' damages, but shall not be authorized to award punitive, special, consequential, or any other similar form of damages, or to reform, modify or materially change this Agreement. The arbitrators also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief the arbitrators deem just and equitable and within the scope of this Agreement, including, without limitation, an injunction or order for specific performance. The award of the arbitrators shall be the sole and exclusive remedy of the Parties, except for those remedies that are set forth in this Agreement or which apply to a Party by operation of the applicable provisions of this Agreement, and the Parties hereby expressly agree to waive the right to appeal from the decisions of the arbitrators, and there shall be no appeal to any court or other authority (government or private) from the decision of the arbitrators. Judgment on the award rendered by the arbitrators may be enforced in any court having competent jurisdiction thereof, subject only to revocation on grounds of fraud or clear bias on the part of the arbitrators. Notwithstanding anything contained in this Section 13.2 to the contrary, each Party shall have the right to institute judicial proceedings against the other Party or anyone acting by, through or under such other Party, in order to seek to enforce the instituting Party's rights hereunder through specific performance, injunction or similar equitable relief.

(d) Costs. Each Party shall bear its own attorneys' fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the arbitrators; provided, however, that the arbitrators shall be authorized to determine whether a Party is the prevailing Party, and if so, to award to that prevailing Party reimbursement for its reasonable attorneys' fees, costs and disbursements (including, for example, expert witness fees and expenses, photocopy charges and travel expenses),

(e) Preliminary Injunctions. Notwithstanding anything in this Agreement to the contrary, a Party may seek a temporary restraining order or a preliminary injunction from any court of competent jurisdiction in order to prevent immediate and irreparable injury, loss, or damage on a provisions basis, pending the decision of the arbitrators on the ultimate merits of any dispute.

(f) Confidentiality. All proceedings and decisions of the arbitrators shall be deemed Confidential Information of each of the Parties, and shall be subject to Article 9.

13.3 Governing Law. This Agreement and any dispute arising from the performance or breach hereof shall be governed by and construed and enforced in accordance with the laws of the State of New York, U.S.A, without reference to conflicts of laws principles.

13.4 Assignment. Either Party may assign, transfer or otherwise convey (whether by operation of law or otherwise) this Agreement, in whole or in part, to (i) any Affiliate of such Party without the consent of the other Party; provided, that such Party and (ii) to an entity that succeeds to all or substantially all of its business or assets relating to the subject matter of this Agreement in connection with a Change of Control of such Party. In the case of any such assignment, the assigning Party shall provide the other Party with written notice of such assignment and remain fully liable for the performance of such Party's obligations hereunder by such Affiliate. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors, heirs, administrators and permitted assigns of the Parties. Any purported assignment in violation of this Section 13.4 shall be null and void. If a Party is acquired by a Future Acquiror

in connection with a Change of Control, then the intellectual property (including Patents, Information and compound libraries) of such Future Acquiror or its Affiliates held or developed by such Future Acquiror or its Affiliates (whether prior to or after such acquisition) shall be excluded from the applicable intellectual property definitions in Article 1 and the terms of this Agreement, and such Future Acquiror (and Affiliates of such Future Acquiror other than Affiliates that Control intellectual property of a Party that existed on the date of such Change of Control)) shall be excluded from "Affiliate" solely for purposes of the applicable components of the foregoing intellectual property and compound library definitions, except and solely in the event that such Future Acquiror or its Affiliates perform activities or exercise rights under this Agreement and are obligated to assign or license such intellectual property under this Agreement.

13.5 Performance Warranty. Each Party hereby acknowledges and agrees that it shall be responsible for the full and timely performance as and when due under, and observance of all the covenants, leans, conditions and agreements set forth in this, Agreement by its Affiliate(s) and Sublicensees.

13.6 Force Majeure. No Party shall be held liable or responsible to the other Party nor be deemed to be in default under, or in breach of any provision of, this Agreement for failure or delay in fulfilling or performing any obligation (other than a payment obligation) of this Agreement when such failure or delay is due to *force majeure*, and without the fault or negligence of the Party so failing or delaying. For purposes of this Agreement, *force majeure* is defined as causes beyond the reasonable control of the Party, including, without limitation, acts of God; acts, regulations, or laws of any government; war; civil commotion; destruction of production facilities or materials by fire, flood, earthquake, explosion or storm; labor disturbances; epidemic; and failure of public utilities or common carriers. In such event Forma or BI, as the case may be, shall immediately notify the other Party of such inability and of the period for which such inability is expected to continue. The Party giving such notice shall thereupon be excused from such of its obligations under this Agreement as it is thereby disabled from performing for so long as it is so disabled for up to a maximum of ninety (90) days, after which time Forma and BI shah promptly meet to discuss in good faith how to best proceed in a manner that maintains and abides by the Agreement. To the extent possible, each Party shall use reasonable efforts to minimize the duration of *any force majeure*.

13.7 Notices. Any notice or request required or permitted to be given under or in connection with this Agreement shall be deemed to have been sufficiently given if in writing and personally delivered or sent by certified mail (return receipt requested), facsimile transmission (receipt verified), or overnight express courier service (signature required), prepaid, to the Party for which such notice is intended, at the address set forth for such Party below:

If to Forma, addressed to:

Forma Therapeutics, Inc.
500 Arsenal Street, Suite 100
Watertown, MA 02472
Attn: Chief Executive Officer
Facsimile: [***]

with a copy to:	Cooley LLP 11951 Freedom Drive Reston, VA 20190 Attn: [***] Facsimile: [***]
If to BI, addressed to:	Boehringer Ingelheim International GmbH Head of Corporate Business Development & Licensing /Strategy Binger Str. 176 55216 Ingelheim Germany
with a copy to:	Boehringer Ingelheim International GmbH Head of Business Law Binger Str. 176 55216 Ingelheim Germany

or to such other address for such Party as it shall have specified by tike notice to the other Parties, provided that notices of a change of address shall be effective only upon receipt thereof. If delivered personally or by facsimile transmission, the date of delivery shall be deemed to be the date on which such notice or request was given. If sent by overnight express courier service, the date of delivery shall be deemed to be the next business day after such notice or request was deposited with such service. If sent by certified mail, the date of delivery shall be deemed to be the third (3rd) Business Day after such notice or request was deposited with the U.S. Postal Service.

13.8 Export Clause. Each Party acknowledges that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin. Each Party agrees that it will not export or re-export restricted commodities or the technical data of the other party in any form without the appropriate United States and foreign government licenses.

13.9 Waiver. Neither Party may waive or release any of its rights or interests in this Agreement except in writing. The failure of either Party to assert a right hereunder or to Insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition. No waiver by either Party of any condition or term in any one or more instances shall be construed as a continuing waiver of such condition or term or of another condition or term.

13.10 Severability. If any provision hereof should be held invalid, illegal or unenforceable in any jurisdiction, the Parties shall negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the Parties and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.

13.11 Entire Agreement. This Agreement, together with the Schedules and Exhibits hereto, set forth all the covenants, promises, agreements, warranties, representations, conditions

and understandings between the Parties hereto and supersede and terminate all prior agreements and understanding between the Parties, including the Secrecy Agreement. The foregoing shall not be interpreted as a waiver of any remedies available to either Party as a result of any breach, prior to the Effective Date, by the other Party of its obligations pursuant to the Secrecy Agreement. There are no covenants, promises, agreements, warranties, representations, conditions or understandings, cither oral or written, between the Parties other than as set forth herein and therein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless reduced to writing and signed by the respective authorized officers of the Parties.

13.12 Independent Contractors. Nothing herein shall be construed to create any relationship of employer and employee, agent and principal, partnership or joint venture between the Parties. Each Party is an independent contractor. Neither Party shall assume, either directly or indirectly, any liability of or for the other Party. Neither Party shall have the authority to bind or obligate the other Party and neither Party shall represent that it has such authority.

13.13 Headings; Interpretation. Headings used herein are for convenience only and shall not in any way affect the construction of or be taken into consideration in interpreting this Agreement. Further, in this Agreement: (a) the word “including” shall be deemed to be followed by the phrase “without limitation” or like expression; (b) the singular shall include the plural and vice versa; and (c) masculine, feminine and neuter pronouns and expressions shall be interchangeable.

13.14 Further Actions. Each Party shall execute, acknowledge and deliver such further instruments, and do ail such other acts, as may be necessary or appropriate in order to carry out the expressly stated purposes and the clear intent of this Agreement.

13.15 Construction of Agreement. The terms and provisions of this Agreement represent the results of negotiations between the Parties and their representatives, each of which has been represented by counsel of its own choosing, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and each of the Parties hereto hereby waives the application in connection with the interpretation and construction of this Agreement of any rule of law to the effect that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party whose attorney prepared the executed draft or any earlier draft of this Agreement.

13.16 Supremacy. In the event of any express conflict or inconsistency between this Agreement and the Research Plan or any Schedule or Exhibit hereto, the terms of this Agreement shall control. The Parties understand and agree that the Schedules and Exhibits hereto are not intended to be the final and complete embodiment of any terms or provisions of this Agreement, and are to be updated from time to time during the Term, as appropriate and in accordance with the provisions of this Agreement.

13.17 Counterparts. This Agreement may be signed in counterparts, each and every one of which shall be deemed on original, notwithstanding variations in format or file designation which may result from the electronic transmission, storage and printing of copies of this Agreement from separate computers or printers. Facsimile signatures and signatures transmitted via PDF shall be treated us original signatures.

-*-*-

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Forma Therapeutics, Inc.

By: /s/ Steven Tregay
Name: Steven Tregay
Title: CEO

Date: 12/28/11

Boehringer Ingelheim International GmbH

ppa.

/s/ Klaus Wilgenbus
Name: Dr. Klaus Wilgenbus
Title: *authorized signatory*

Date: 21st December 2011

ppa.

/s/ Dorothee Schwall-Rudolph
Name: Dorothee Schwall-Rudolph
Title: *authorized signatory*

Date: 21st December 2011

Exhibit A	Initial Collaboration Targets, Proposed Collaboration Targets, and Target Families
Exhibit B	Research Plan
Exhibit C	Chemotypes for Collaboration Compounds
Exhibit D	Net Sales Definition
Exhibit E	SoExtProf-Criteria

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF DISCLOSED.

[***] LICENSE AGREEMENT

by and among

FORMA THERAPEUTICS HOLDINGS, LLC
a limited liability company formed under the laws of Delaware,
solely with respect to Articles 4, 5, 7 and 9

FORMA THERAPEUTICS, INC.
a corporation formed under the laws of Delaware,

and

CELGENE ALPINE INVESTMENT COMPANY II, LLC,
a Delaware limited liability company

Dated as of December 28, 2018

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LIST OF EXHIBITS

LIST OF SCHEDULES

[***] LICENSE AGREEMENT

This **[***] LICENSE AGREEMENT** (this "***Agreement***") is entered into and made effective as of December 28, 2018 (the "***Effective Date***") by and among Forma Parent (solely for purposes of Articles 4, 5, 7 and 9) and Forma Inc. (as each such term is defined in Exhibit A), and Celgene Alpine Investment Company II, LLC, a Delaware limited liability company ("***Celgene***"). Forma Parent, Forma Inc. and Celgene are each referred to herein by name or as a "***Party***" or, collectively, as the "***Parties.***"

RECITALS

WHEREAS, the Parties entered into that [***] (the "***Existing License Agreement***")*;*

WHEREAS, the Parties have terminated the Existing License Agreement as of the Effective Date; and

WHEREAS, Celgene desires to obtain exclusive rights from Forma Inc. with respect to the development and commercialization of Licensed Compounds and Licensed Products using the Forma IP, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. For purposes of this Agreement, terms when used with initial capital letters shall have the respective meanings set forth in Exhibit A attached hereto.

ARTICLE 2
DEVELOPMENT AND COMMERCIALIZATION

2.1 Responsibility. As of and after the Effective Date, Celgene will assume sole responsibility for, and control of, the research, development, manufacture and commercialization of Licensed Compounds and Licensed Products in the Field in the Territory and, except as otherwise set forth in this Agreement, will have sole responsibility to pay for all costs and expenses arising from its research, development, manufacture and commercialization of Licensed Compounds and Licensed Products in the Field in the Territory.

2.1.1 Status Reports. During the Term, Celgene shall provide to Forma Inc. a written progress report at least once per Calendar Year on the status of Celgene's material development activities with respect to any Licensed Compound or Licensed Product then being developed or commercialized under this Agreement and Celgene's plans with respect to the development and/or commercialization of Licensed Compounds or Licensed Products during the following [***] period (including estimated timelines for such activities during such [***] period).

2.2 Diligence. Celgene shall use Commercially Reasonable Efforts (for purposes of clarity, itself or through an Affiliate or Sublicensee) to develop at least one Licensed Compound. With respect to each Licensed Product, after Regulatory Approval is obtained in a country of the Territory for such Licensed Product, Celgene shall use Commercially Reasonable Efforts (for purposes of clarity, itself or through an Affiliate or Sublicensee) to commercialize such Licensed Product in such country where, in Celgene's business judgment, it is commercially reasonable to do so.

2.3 Regulatory.

2.3.1 Transition Activities. After the Effective Date, Forma Inc. shall perform the transition activities as set forth in Exhibit E (the "***Transition Activities***"). Celgene shall reimburse Forma Inc.'s reasonable out-of-pocket costs and expenses incurred in performing such Transition Activities.

2.3.2 Transfer of Regulatory Materials. Forma Inc. shall transfer, in accordance with the Transition Activities, to Celgene any and all Clinical Test Data, Regulatory Data, Regulatory Filings (including any INDs and CTAs and any foreign counterparts thereof) and Regulatory Approvals for all Licensed Compounds and Licensed Products which Forma Inc. has the right to transfer under the applicable existing agreements with Third Parties, and thereafter Celgene (or its designee) shall hold title to and file all such Clinical Test Data, Regulatory Data, Regulatory Filings and Regulatory Approvals and supplements thereto relating to Licensed Compounds and Licensed Products, provided, that Forma Inc. may retain copies of any such Clinical Test Data, Regulatory Data, Regulatory Filings and Regulatory Approvals that a Regulatory Authority requires Forma Inc. to retain under Law. For any such Clinical Test Data which Forma Inc. cannot transfer under the applicable agreements with Third Parties, Forma Inc. shall use reasonable efforts to obtain consent to effectuate such transfer, and Celgene shall reimburse Forma Inc.'s reasonable out-of-pocket costs and expenses incurred in obtaining such consent.

2.3.3 Responsibility. As of and after the date upon which the transfer described in Section 2.3.1 is effected, Celgene shall have sole control of all efforts with Regulatory Authorities regarding the development, manufacture and commercialization of Licensed Compounds and Licensed Products in the Territory, including taking full control of preparing and filing the relevant Regulatory Filings and seeking Regulatory Approval. During the Term, Celgene shall keep Forma Inc. reasonably informed of material regulatory activities and events that occur with respect to Licensed Compounds and Licensed Products.

2.3.4 Right of Reference. In the event of any failure or inability to assign any Regulatory Data, Regulatory Filings or Regulatory Approvals to Celgene as required by Section 2.3.1, Forma Inc. hereby consents and grants to Celgene the right to access and reference (without any further action required on the part of Forma Inc., whose authorization to file this consent with any Regulatory Authority is hereby granted) any such Regulatory Data, Regulatory Filings and Regulatory Approvals. Upon Celgene's request, Forma Inc. shall provide the relevant Regulatory Authority with written confirmation of such right of access and reference.

2.3.5 Pharmacovigilance. Within [***] after the Effective Date, the Parties will enter into a pharmacovigilance agreement, which upon such execution will be attached as an exhibit hereto and hereby incorporated into this Agreement by reference (the "***Pharmacovigilance Agreement***"). The Parties shall comply with the provisions of such agreement. Celgene shall maintain and will be the recognized holder of a global safety database for adverse event reports related to the Licensed Compounds and Licensed Products received by either Party. Celgene will respond to safety inquiries regarding Licensed Products. Each Party promptly will disclose to the other Party any adverse events, safety data or similar complaints related to the Licensed Compounds and Licensed Products received by such Party or its Affiliates or Sublicensees, all as contemplated by the Pharmacovigilance Agreement. Celgene will deploy and administer any safety monitoring activity implemented for the Licensed Products, and be responsible for all pharmacovigilance activities for the Licensed Products. Forma Inc. shall cooperate with Celgene and share information concerning the pharmaceutical safety of each Licensed Compound and Licensed Product of which it becomes aware. Forma Inc. shall promptly advise Celgene of any information that comes to its knowledge that may affect the safety, effectiveness or labelling of any Licensed Compound or Licensed Product and any actions taken in response to such information. Further, Forma Inc. will follow the adverse event reporting requirements and processes set forth in the Pharmacovigilance Agreement.

2.3.6 Access to Data. Celgene and its Affiliates and Sublicensees shall have access to all data contained or referenced in any Regulatory Data, Regulatory Filings (including any Regulatory Approvals) described in Section 2.3 that are Controlled by Forma Inc. and that are necessary for the development, manufacture and commercialization (as set forth in this Agreement) of Licensed Compounds and Licensed Products.

2.4 Transfer of Third Party Agreements.

2.4.1 Within [***] after the Effective Date, Celgene shall notify Forma Inc. which of the third-party agreements listed in Exhibit D (the "***Third Party Agreements***") shall be transferred to Celgene (including which such Third Party Agreements Celgene requires be amended before transfer to Celgene), and Forma Inc. shall use Commercially Reasonable Efforts to transfer, or amend and transfer, as the case may be, to Celgene its rights and obligations under such Third Party Agreements. Forma Inc. represents and warrants to Celgene that the Third Party Agreements listed in Exhibit D are the only agreements of Forma Inc. or any of its Affiliates with Third Parties relating to the Licensed Compounds and/or Licensed Products that are necessary or reasonably useful to the research, development or manufacture of Licensed Compounds and/or Licensed Products. For those Third Party Agreements that Celgene does not elect to have transferred, and those Third Party Agreements Celgene requires be amended before transfer that Forma Inc. is unable to amend pursuant to the preceding sentence, Forma Inc. shall use reasonable efforts to wind down such Third Party Agreements. Any (a) [***], (b) reasonable direct and out-of-pocket costs and expenses incurred by Forma Inc. in connection with such transfer (including without limitation costs and expenses incurred to amend any such Third Party Agreement so as to allow for its transfer to Celgene) and (c) reasonable direct and out-of-pocket costs and expenses incurred by Forma Inc. to wind-up or terminate any Third Party Agreement that is not transferred to Celgene, shall be borne by Celgene. Forma Inc. shall invoice Celgene for any such reasonable direct and out-of-pocket costs and expenses, and Celgene shall make the corresponding payment within [***] after receipt of such invoice. With respect to any Third Party Agreements requested

by Celgene to be transferred to it that Forma Inc. is unable to transfer pursuant to this Section 2.4, the Parties shall cooperate with each other, upon written request from Celgene, in endeavoring to obtain for Celgene an arrangement which Celgene reasonably shall desire designed to provide for Celgene the same net benefits thereof as if such agreements had been transferred to Celgene.

2.5 Assistance. During the Term, Forma Inc. will cooperate with Celgene to provide reasonable assistance requested by Celgene to facilitate the transfer of development and manufacturing responsibilities to Celgene as required under this Agreement, including providing reasonable assistance with respect to regulatory and manufacturing transition matters related to Licensed Compounds and Licensed Products. Such cooperation will include providing Celgene with reasonable access by teleconference or in-person at Forma Inc.'s facilities to Forma Inc. personnel involved in the research, development and manufacture of Licensed Compounds and Licensed Products. Forma Inc. shall provide Celgene with a reasonable level of assistance and consultation in connection with the transfer described in this Section 2.5 at no cost, provided that Forma Inc. need only use Commercially Reasonable Efforts to provide such assistance.

2.6 No Representation. Subject to the foregoing obligations to use Commercially Reasonable Efforts, Celgene provides no representation, warranty or guarantee that any particular results will be achieved with respect to any Licensed Compound or Licensed Product hereunder.

ARTICLE 3
TECHNOLOGY TRANSFER; MANUFACTURE AND SUPPLY

3.1 Technology Transfer. As requested from time to time by Celgene during [***] period after the Effective Date, or as the Parties otherwise mutually agree, Forma Inc. shall transfer to Celgene or its designee, a copy of all Forma Know-How (including materials) requested by Celgene. In addition, Forma Inc. shall provide all reasonable assistance, including making its personnel reasonably available for meetings or teleconferences, to support and assist Celgene or its designee in such technology transfer to Celgene or its designee. [***]. Except as otherwise set forth in this Agreement, the technology transferred by Forma Inc. under this Section 3.1 is supplied "as is" and Forma Inc. makes no representations and extends no warranties of any kind, either express or implied.

3.2 Manufacture and Supply of Licensed Compounds and Product. Celgene will have the sole right to manufacture and supply Licensed Compounds and Licensed Products.

ARTICLE 4
EXCLUSIVITY

4.1 Exclusivity.

4.1.1 Except as expressly permitted in this Agreement, Forma Parent and Forma Inc. hereby covenant that during the Term, Forma Parent, Forma Inc., each of their respective subsidiaries and any Affiliates of any of the foregoing shall not (i) alone or with or for any Third Party conduct any activities with respect to any Licensed Compound or Licensed Product or research, develop, manufacture or commercialize any Licensed Compound or Licensed Product, or (ii) grant a license or sublicense to conduct any activities with respect to any Licensed Compound or Licensed Product or to research, develop, manufacture or commercialize any Licensed Compound or Licensed Product, or (iii) transfer, assign, convey or otherwise sell any Licensed Product or Licensed Compound.

4.2 Consequences of Business Combination. Notwithstanding the provisions of Section 4.1, if a Business Combination occurs with respect to Forma Parent or Forma Inc. (or successor entity or assignee thereto or Affiliate thereof), Section 4.1 shall not apply to or otherwise restrict any activity (including the research, development, manufacture or commercialization of any product, product candidate or service of such Third Party) of the Third Party or its Affiliates (except for Forma Parent or Forma Inc. (or successor entity or assignee thereto but excluding any Affiliate thereof arising solely as a result of such Business Combination) to the extent such entity survives such Business Combination) or the exercise of any intellectual property right owned by such Third Party with respect to such activity (including the research, development, manufacture or commercialization of any product, product candidate or service of such Third Party) or the exercise of such intellectual property right Controlled by such Third Party or its Affiliates (other than Forma Parent or Forma Inc. (or successor entity or assignee thereto but excluding any Affiliate thereof arising solely as a result of such Business Combination)) prior to or as of the date of such Business Combination (such activities that would otherwise violate the terms of Section 4.1, "***Excluded Activities***"). Following any Business Combination, Forma Inc. covenants that none of the Forma IP licensed by Forma Inc. to Celgene will be used in any Excluded Activities.

4.3 Program Assets. With respect to the Licensed Compounds and Licensed Products that are the subject of this Agreement, Forma Parent and Forma Inc. each hereby covenants, for the benefit of Celgene, that during the Term, none of Forma Parent, Forma Inc., each of their respective subsidiaries nor any of the Affiliates of any of the foregoing, will (a) assign, transfer, convey or otherwise encumber or dispose of, or enter into any agreement with any Person to assign, transfer, convey or otherwise encumber or dispose of, any assets related to such Licensed Compounds and/or Licensed Products, and any materials, pre-clinical or Clinical Trial results or other data, or any intellectual property, related to any of the foregoing) (with respect to such Licensed Compounds and Licensed Products, the "***Program Assets***"), (b) license or grant to any Person, or agree to license or grant to any Person, any rights to any Program Assets if such license or grant would impair or conflict in any way with any of the rights granted to Celgene under this Agreement or any other executed license agreement, or (c) disclose any Confidential Information relating to the Program Assets to any Person if such disclosure would impair or conflict in any way with any of the rights granted to Celgene under this Agreement or any other executed license agreement.

ARTICLE 5
FINANCIAL TERMS

5.1 Up-Front Payment. Within [***] after the Effective Date of this Agreement, and in consideration for the license rights granted hereunder, Celgene shall make to Forma Inc. a one-time, nonrefundable, non-creditable payment of $[***] (the "***Up-Front Payment***").

5.2 Milestone Payments. Celgene will pay Forma Parent the one-time milestone payments listed in the table below upon [***] milestone event set forth in such table (collectively, the "***Milestone Payments***")*:*

Milestone No.	Milestone Event	One-Time Payment Amount
1	[***]	$[***]
2	[***]	$[***]
3	[***]	$[***]
4	[***]	$[***]
5	[***]	$[***]

Celgene shall provide Forma Parent with written notice of such milestone event within [***] days after the occurrence of such milestone event, provided that with respect to milestone event [***] in the above table, such notice shall be made within [***] of the end of the [***] in which such milestone event is achieved. For the avoidance of doubt, the milestone event [***] shall not be payable if the [***], and for further clarity, in no event shall [***]. Following such written notice to Forma Parent, Forma Parent shall invoice Celgene for the corresponding Milestone Payment and Celgene shall pay the corresponding Milestone Payment to Forma Parent within [***] after receipt of such invoice.

5.3 Royalties. Celgene agrees to pay Forma Parent a royalty based upon Net Sales of Licensed Products sold or otherwise disposed of by Celgene, its Affiliates and its Sublicensees during the applicable Royalty Term (the "***Royalty Payment***"). The Royalty Payment will be calculated, on a Licensed Product-by-Licensed Product basis, equal to the following portions of Net Sales multiplied by the applicable royalty rate below:

Net Sales of Licensed Product in a given Calendar Year	Royalty Percentage of Net Sales of Licensed Product in a given Calendar Year
Net Sales of a Licensed Product in a given Calendar Year [***] ($[***]).	[***]%
Net Sales of a Licensed Product in a given Calendar Year [***] ($[***]).	[***]%

5.3.1 Fully Paid-Up, Royalty Free License. Following expiration of the applicable Royalty Term for any Licensed Product in a given country, no further royalties will be payable in respect of sales of such Licensed Product in such country and, thereafter the license granted to Celgene hereunder with respect to such Licensed Product in such country will automatically become fully paid-up, perpetual, irrevocable and royalty-free.

5.3.2 Royalty Term; Reduction. Celgene's royalty obligations to Forma Parent under this Section 5.3 shall be on a Licensed Product-by-Licensed Product and country-by-country basis for the applicable Royalty Term for such Licensed Product in such country; provided that

the royalty amounts payable with respect to Net Sales of Licensed Products shall be reduced on a Licensed Product-by-Licensed Product and country-by-country basis, to [***] ([***]%) of the amounts otherwise payable pursuant to Section 5.3, during any portion of the Royalty Term in which there is not at least one (1) Valid Claim of a Forma Patent that Covers the composition of matter, method of use or formulation of such Licensed Product in such country. [***].

5.3.3 Royalty Reduction for Comparable Third Party Product Competition. If, on a Licensed Product-by-Licensed Product, country-by-country and Calendar Quarter-by-Calendar Quarter basis,

(a) A Comparable Third Party Product(s) has a market share of greater than [***] ([***]%) but less than or equal to [***] ([***]%); or

(b) A Comparable Third Party Product(s) has a market share of more than [***] ([***]%); then the royalties payable with respect to Net Sales of such Licensed Product pursuant to Section 5.3 in such country during such Calendar Quarter shall be reduced by [***] ([***]%) if subsection (a) applies, and [***] ([***]%) if subsection (b) applies, respectively, of the royalties otherwise payable pursuant to Section 5.3. Market share shall be based on the aggregate market in such country of such Licensed Product and the Comparable Third Party Product(s) ([***]).

5.3.4 Royalty Reporting and Payment. Commencing upon the First Commercial Sale of a Licensed Product hereunder, Celgene shall provide written royalty reports and make Royalty Payments within [***] after each [***]. Such reports will include: the number and aggregate amount of Net Sales of Licensed Product for each country in which sales of such Licensed Product occurred during the preceding [***] reporting period.

5.3.5 Records and Audits. Celgene shall keep, and shall require its distributors, Affiliates and Sublicensees to keep, complete and accurate records relating to amounts of royalties and milestone payments and due hereunder to Forma Parent. Such records will be retained for at least [***] following the end of the calendar year to which they pertain, during which time such records will be available during normal business hours for inspection at the expense of Forma Parent by an independent certified public accountant selected by Forma Parent (and reasonably acceptable to Celgene) for the sole purpose of verifying reports and payments hereunder. In the event that any such inspection shows an under reporting and under payment in [***] ([***]%) for the period covered by such audit, then Celgene shall pay the full out-of-pocket cost of such audit as well as remit any such underpayment payable to Forma Parent within [***] of receiving notice thereof from Forma Parent, plus interest from the date such payments were originally due at the rate set forth in Section 5.4.2.

5.4 Additional Payment Terms.

5.4.1 Accounting. All payments hereunder shall be made in U.S. Dollars by wire transfer to a bank in the U.S. designated in writing by Forma Parent. Conversion of sales recorded in local currencies to Dollars shall be performed in a manner consistent with Celgene's normal practices used to prepare its audited financial statements for internal and external reporting purposes.

5.4.2 Late Payments. Any payments or portions thereof due hereunder that are not paid on the date such payments are due under this Agreement shall bear interest at an annual rate equal to the lesser of: (a) [***] ([***]%) above the prime rate as published by Citibank, N.A., New York, New York, or any successor thereto, at 12:01 a.m. on the first day of each Calendar Quarter in which such payments are overdue or (b) the maximum rate permitted by Law; in each case calculated on the number of days such payment is delinquent, compounded monthly.

5.4.3 Tax Withholding; Restrictions on Payment.

(a) Forma Inc. or Forma Parent will pay any and all Taxes levied on account of all payments it receives under this Agreement. If Laws require that Taxes be withheld with respect to any payments by Celgene to Forma Inc. or Forma Parent under this Agreement, Celgene will: (i) deduct those Taxes from the remittable payment, (ii) pay the Taxes to the proper Governmental Authority, and (iii) send evidence of the obligation together with proof of Tax payment to Forma Inc. or Forma Parent on a timely basis following that Tax payment. Each Party agrees to cooperate with the other Party in claiming refunds or exemptions from such deductions or withholdings under any relevant agreement or treaty which is in effect. The Parties shall discuss applicable mechanisms for minimizing such Taxes to the extent possible in compliance with Laws. In addition, the Parties shall cooperate in accordance with Laws to minimize indirect Taxes (such as value added Tax, sales Tax, consumption Tax and other similar Taxes ("***Indirect Taxes***")) in connection with this Agreement. Notwithstanding the foregoing, if Celgene takes any action, including an assignment or transfer of its rights and obligations to an Affiliate or Third Party that is not a U.S. person (as defined in Section 7701(a)(30) of the Code), and if solely as a result of such action by Celgene, such Affiliate or Third Party or Celgene is required by Law to withhold Taxes that were not otherwise applicable, or if such action by Celgene results in the imposition of Indirect Taxes that were not otherwise applicable, from or in respect of any amount payable under this Agreement, then any such amount payable under this Agreement shall be increased to take into account such withholding Taxes and Indirect Taxes as may be necessary so that, after making all required withholdings (including withholdings on the withheld amounts) and/or paying such Indirect Taxes, as the case may be, Forma Inc. or Forma Parent, as applicable, receives an amount equal to the sum it would have received had no such withholding been made and no such Indirect Taxes had been imposed; provided, however, that Celgene will have no obligation to pay any additional amount under the immediately preceding clause to the extent that the Tax would not have been imposed but for (A) the failure by Forma Inc. or Forma Parent to take advantage of an otherwise available exemption from or reduction in the rate of withholding Tax or Indirect Tax, including any exemption or reduction under any applicable income Tax convention between the United States and the jurisdiction in which such Affiliate or Third Party is domiciled, (B) the assignment by Forma Inc. or Forma Parent of its rights under this Agreement or any redomiciliation of Forma Inc. or Forma Parent outside of the United States or (C) the failure by Forma Inc. or Forma Parent to comply with the requirements of Section 5.4.3(b). The additional amounts payable by Celgene pursuant to this Section 5.4.3 shall be reduced by the amount of any foreign tax credit, tax refund or similar item available to Forma Inc. or Forma Parent in respect or as a result of withholding taxes or indirect taxes (such as value added tax, sales tax, consumption tax and other similar taxes) for which additional amounts have been paid pursuant to this Section 5.4.3, as mutually determined by the Parties cooperating in good faith.

(b) Forma Inc. and Forma Parent have provided a properly completed and duly executed IRS Form W-9 to Celgene. Forma Inc., Forma Parent and any other recipient of payments under this Agreement shall provide to Celgene, at the time or times reasonably requested by Celgene or as required by Law, such properly completed and duly executed documentation (for example, IRS Forms W-8 or W-9) as will permit payments made by Celgene under this Agreement to be made without, or at a reduced rate of, withholding for Taxes.

ARTICLE 6
INTELLECTUAL PROPERTY

6.1 Licenses.

6.1.1 License Grant. Forma Inc. hereby grants to Celgene an exclusive (even as to Forma Inc. and its Affiliates), worldwide, royalty-bearing, milestone-bearing right and license, with the right to grant sublicenses (subject to Section 6.1.2), under the Forma IP and Forma Inc.'s interest in the Joint IP to research, develop, manufacture, have manufactured, use, offer for sale, sell, import and otherwise commercialize the Licensed Compounds and Licensed Products in the Field.

6.1.2 Sublicenses. Celgene shall have the right to grant sublicenses (through multiple tiers) under the rights granted to it under Section 6.1.1, without the prior consent of Forma Inc., to any (x) Affiliate of Celgene, (y) Third Party subcontractor engaged by Celgene, and (z) Third Party for the development and commercialization of any Licensed Product, provided that in the event Celgene grants a sublicense under this Section 6.1.2, (i) Celgene shall be solely responsible for all of its Sublicensees' activities and any and all failures by its Sublicensees to comply with the applicable terms of this Agreement and (ii) solely in the case of (z), Celgene shall provide Forma Inc. with a fully-executed copy of any agreement (redacted as necessary to protect confidential or commercially sensitive information) reflecting any such sublicense promptly after the execution thereof (but excluding such agreements with contractors, manufacturers, suppliers, distributors and similar Third Parties). Each sublicense granted by Celgene under this Section 6.1.2 shall be subject to and consistent with the terms and conditions of this Agreement.

6.1.3 No Implied Licenses. Except as explicitly set forth in this Agreement, neither Party shall be deemed by estoppel or implication to have granted the other Party any license or other right to any intellectual property of such Party.

6.1.4 Section 365(n) of the Bankruptcy Code. All licenses granted under this Agreement are deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined in Section 101 of such Code. Each Party may fully exercise all of its rights and elections under the Bankruptcy Code. The Parties further agree that, if Celgene elects to retain its rights as a licensee under any Bankruptcy Code, Celgene shall be entitled to complete access to any technology licensed to it hereunder and all embodiments of such technology. Such embodiments of the technology shall be delivered Celgene not later than: (a) the commencement of bankruptcy proceedings against Forma Inc., upon written request, unless Forma Inc. elects to perform its obligations under the Agreement, or (b) if not delivered under Section 6.1.4, upon the rejection of this Agreement by or on behalf of Forma Inc., upon written request. Any agreements supplemental hereto will be deemed to be "agreements supplementary to" this Agreement for purposes of Section 365(n) of the Bankruptcy Code.

6.2 Ownership.

6.2.1 Ownership of Intellectual Property. Subject to Section 6.2.2 and the licenses granted by Forma Inc. to Celgene under this Agreement, as between the Parties, each Party shall own all right, title and interest in and to any and all improvements, inventions, works- of-authorship, developments and other intellectual property invented, created or developed solely by such Party in the course of performance of this Agreement

6.2.2 Joint Ownership of Intellectual Property. The Parties shall jointly own the Joint IP, and all rights, title and interest thereto shall be jointly owned by the Parties, subject to any rights expressly licensed by one Party to the other Party under this Agreement. Except to the extent either Party is restricted by the licenses granted by one Party to the other Party pursuant to this Agreement, each Party shall be entitled to practice and license the Joint IP without restriction and without consent of, or (subject to the financial provisions of this Agreement) an obligation to account to, the other Party, and each Party hereby waives any right it may have under Laws to require any such consent or accounting. To the extent necessary in any jurisdiction to effect the foregoing, each Party hereby grants to the other Party a nonexclusive, royalty-free, fully-paid, worldwide license, with the right to grant sublicenses, to practice such Joint IP for any and all purposes, subject to any licenses granted by one Party to the other under this Agreement.

6.3 Prosecution and Maintenance of Patents.

6.3.1 Forma Patents and Joint Patents.

(a) Subject to Section 6.3.1(b), as between the Parties, Celgene shall have the first right (but not the obligation) to Prosecute and Maintain the Forma Patents and any Joint Patents on a worldwide basis with counsel of its choice. Celgene shall bear all costs for such Prosecution and Maintenance.

(b) If, during the Term, Celgene decides not to file any Forma Patent or Joint Patent or intends to allow a Forma Patent or Joint Patent to lapse or become abandoned without having first filed a substitute, it shall notify and consult with Forma Inc. of such decision or intention at least [***] prior to the date upon which the subject matter of such Patent shall become unpatentable or such Patent shall lapse or become abandoned, and Forma Inc. shall thereupon have the right (but not the obligation) to assume the Prosecution and Maintenance thereof at Forma Inc.'s expense with counsel of its choice.

(c) Each Party shall keep the other Party informed as to material developments with respect to the Prosecution and Maintenance of such Patents, including by providing copies of all substantive office actions or any other substantive documents that the prosecuting Party receives from any patent office, including notice of all interferences, reissues, re-examinations, oppositions or requests for patent term extensions. The prosecuting Party shall also provide the other Party with a reasonable opportunity to substantively comment on the Prosecution and Maintenance of the Forma Patents and Joint Patents prior to taking material actions (including the filing of initial applications), and will in good faith consider any actions

recommended by the other Party. The non-prosecuting Party shall have the right to review and make comments on and recommendations in relation to the Prosecution and Maintenance of such Patents; provided however that the non-prosecuting Party does so promptly and consistent with any applicable filing deadlines.

6.3.2 Cooperation.

(a) General. Each Party agrees to make its employees, agents and consultants reasonably available to the other Party (or to the other Party's authorized attorneys, agents or representatives), to the extent reasonably necessary to enable the Party responsible for the Prosecution and Maintenance of a Patent in accordance with this Section 6.3 to undertake such Prosecution and Maintenance. Forma Inc. shall assist in any license registration processes with applicable Governmental Authorities that may be available for the protection of Celgene's interests in this Agreement. In the event of any termination of Celgene's license rights hereunder, Celgene shall promptly cooperate with any request by Forma Inc. to terminate any such registration relating to the terminated license rights.

(b) Regarding the Filing and Prosecution of Divisional Patent Applications. The Parties shall cooperate with one another to file and prosecute the Forma Patents and Joint Patents for which either Party is responsible for Prosecution and Maintenance pursuant to this Section 6.3. At either Party's request, the Parties shall cooperate with one another to file and prosecute divisional Patent applications with respect to Forma Patents or Joint Patents, in each case that are primarily applicable to a Licensed Compound or Licensed Product, if practicable and if necessary or desirable to divide subject matter primarily relating to the development, manufacture or commercialization of one or more Licensed Products from another Licensed Product and/or from other subject matter.

6.4 Defense of Claims Brought by Third Parties. If a Party becomes aware of any claim that the research, development, manufacture or commercialization of any Licensed Compound or Licensed Product infringes the intellectual property rights of any Third Party, such Party shall promptly notify the other Party. In any such instance, the Parties shall as soon as practicable thereafter discuss in good faith regarding the best response to such notice.

6.5 Enforcement of Patents.

6.5.1 Notice. If any Party learns of an infringement or threatened infringement by a Third Party with respect to any Forma Patent or Joint Patent, including actual or alleged infringement under 35 USC §271(e)(2) that is or would be infringing activity involving the using, making, importing, offering for sale or selling of Licensed Compounds or Licensed Products ("***Product Infringement***"), such Party shall promptly notify the other Party and shall provide such other Party with available evidence of such Product Infringement. For any Product Infringement, each Party shall share with the other Party all information available to it regarding such alleged infringement.

6.5.2 Enforcement of Forma Patents.

(a) Celgene shall have the first right, but not the obligation, to institute, prosecute, and control any Action or Proceeding with respect to any Product Infringement in the Territory of any Forma Patent or Joint Patent that is exclusively licensed to Celgene under this Agreement, by counsel of its own choice.

(b) With respect to Section 6.5.2(a), (i) the foregoing rights shall include the right to perform all actions of a reference product sponsor set forth in the Hatch-Waxman Act, and (ii) Forma Inc. will have the right, at its own expense and by counsel of its choice, to be represented in any such Action or Proceeding. At Celgene's written request, Forma Inc. will join any such Action or Proceeding as a party and will use Commercially Reasonable Efforts to cause any Third Party as necessary to join such Action or Proceeding as a party (all at Celgene's expense) if doing so is necessary for the purposes of establishing standing or is otherwise required by Law to pursue such Action. Celgene will have a period of one hundred twenty (120) days after its receipt or delivery of notice and evidence pursuant to Section 6.5.1 or receipt of written notice from a Third Party that reasonably evidences Product Infringement, to elect to so enforce such Forma Patents or Joint Patents in the applicable jurisdiction (or to settle or otherwise secure the abatement of such Product Infringement), provided however, that such period will be more than one hundred twenty (120) days to the extent Law prevents earlier enforcement of such Forma Patents or Joint Patents (such as the enforcement process set forth in or under the Hatch-Waxman Act) and such period will be less than one hundred twenty (120) days to the extent that a delay in bringing an Action to enforce the applicable Forma Patent(s) or Joint Patent(s) against such alleged Third Party infringer would limit or compromise the remedies (including monetary relief, and stay of regulatory approval) available against such alleged Third Party infringer. In the event Celgene does not so elect (or settle or otherwise secure the abatement of such Product Infringement) within the aforementioned period of time or twenty (20) Business Days before the time limit, if any, for the filing of an Action or Proceeding with respect to such Product Infringement that would limit or compromise the remedies available from such Action or Proceeding, whichever is sooner, it will so notify Forma Inc. in writing and in the case where Forma Inc. then desires to commence a suit or take action to enforce the applicable Forma Patents or Joint Patents with respect to such Product Infringement in the applicable jurisdiction, the Parties will confer and Forma Inc. will have the right to commence such a suit or take such action to enforce the applicable Forma Patent(s) or Joint Patent(s), at Forma Inc.'s expense, upon Celgene's prior written approval, which shall not be unreasonably withheld. It shall be reasonable for Celgene to withhold approval of such suit or action if Forma Inc.'s commencement or conduct thereof could materially impair the scope, validity or enforceability of the Forma Patents or Joint Patents. At Forma Inc.'s written request, Celgene will join any such Action or Proceeding as a party and will use Commercially Reasonable Efforts to cause any Third Party as necessary to join such Action or Proceeding as a party (all at Forma Inc.'s expense) if doing so is necessary for the purposes of establishing standing or is otherwise required by Law to pursue such Action or Proceeding. All time periods set forth in this Section 6.5.2(b) shall be subject to Law, which may prevent earlier enforcement.

(c) Each Party will provide to the Party enforcing any such rights under Section 6.5.2 reasonable assistance and cooperation in such enforcement, at such enforcing Party's request and expense. The enforcing Party will keep the other Party regularly informed of the status and progress of such enforcement efforts, and will reasonably consider the other Party's comments on any such efforts.

6.5.3 Settlement. A Party may settle any claim or Action that it brought under this Section 6.5 without the consent of the other Party not bringing suit if such settlement does not (a) impose any liability or obligation on the other Party, (b) include the grant of any license, covenant or other rights to any Third Party that would conflict with or reduce the scope of the subject matter included under the exclusive licenses granted to the other Party under this Agreement, or (c) conflict with or reduce the scope of subject matter claimed in any Forma Patent or Joint Patent. Nothing in this ARTICLE 6 shall require a Party to consent to any settlement that is reasonably anticipated by such Party to have a substantially adverse impact upon any Forma Patent or Joint Patent.

6.5.4 Cooperation. If one Party brings any such Action or Proceeding in accordance with this Section 6.5 or where legally required to initiate or maintain suit or collect damages, the other Party agrees to be joined as a party plaintiff, and to give the first Party reasonable assistance, cooperation and authority to file and prosecute the suit, all at the first Party's cost and expense.

6.5.5 Costs and Recoveries. Each Party shall bear all of its own internal costs incurred in connection with its activities under this Section 6.5. If a Party commences a Product Infringement Action, it shall bear all external costs and expenses for such Action. Any damages or other monetary awards recovered shall be shared as follows:

(a) the amount of such recovery actually received by the Party controlling such Action shall first be applied to costs and expenses incurred by each Party in connection with such Action (including, for this purpose, a reasonable allocation of expenses of internal counsel); and

(b) any remaining proceeds shall, in case of suits with respect to Product Infringement relating to any Licensed Compound or Licensed Product under Section 6.5, be allocated between the Parties as follows: (i) if Celgene brought such suit, Celgene shall retain [***] ([***]%) of such proceeds, which shall be considered to be Net Sales of Licensed Products and subject to Celgene's royalty obligations under Section 5.3, and (ii) if Forma Inc. brought such suit, Forma Inc. shall retain [***] ([***]%) of such proceeds.

6.6 Regulatory Data Protection. To the extent required or permitted by Law, Celgene will use Commercially Reasonable Efforts to promptly, accurately and completely list with the applicable Regulatory Authorities during the Term all applicable Forma Patents and Joint Patents for any Licensed Product that Celgene intends to, or has begun to, commercialize, such listings to include all so called "Orange Book" listings required under the U.S. Hatch-Waxman Act, all so called "Patent Register" listings as required in Canada and all similar listings in any other relevant countries. Prior to such listings, the Parties will meet to evaluate and identify all applicable Patents. To the extent required or permitted by Law, Celgene may, at its sole discretion, request or apply for any other available Regulatory-Based Exclusivity for any Licensed Product that Celgene intends to, or has begun to, commercialize.

6.7 Patent Term Extensions. Forma Inc. and Celgene shall discuss and seek to reach mutual agreement for which, if any, of the Patents within the Forma Patents and Joint Patents, in each case that Cover Licensed Compounds or Licensed Products the Parties shall apply to obtain

patent term extensions, adjustments, restorations, or supplementary protection certificates under Laws, based on the best commercial interests of the Licensed Products Covered by such Patents; it being understood and agreed that if Celgene seeks a patent term extension, then Forma Inc. agrees to negotiate in good faith with respect to any measures required by Law for Celgene to obtain such extension, which in no event will involve any [***]. If the Parties are unable to reach mutual agreement, Celgene shall have the right to make the final decision with respect to Forma Patents and Joint Patents that Cover Licensed Compounds and Licensed Products.

6.8 Other Agreements. Celgene's rights under this Article 6 with respect to any Forma Patents shall be subject to the rights that one or more Third Parties may have, or the obligations that Forma Inc. may have, in each case to file, prosecute, maintain, and/or enforce such Patents under the license agreements with such Third Parties as of the Effective Date that are set forth on Schedule 8.2(b) and as described therein

6.9 Common Interest Disclosures. With regard to any information or opinions disclosed pursuant to ARTICLE 6 by one Party to the other Party regarding Prosecution and Maintenance of Forma IP or Joint IP or enforcement of intellectual property and/or technology by or against Third Parties, Forma Inc. and Celgene agree that they have a common legal interest in determining the ownership, scope, validity and/or enforcement of Forma IP and/or Joint IP, and whether, and to what extent, Third Party intellectual property rights may affect the conduct of the research, development, manufacture and commercialization of any Licensed Compound or Licensed Product, and have a further common legal interest in defending against any actual or prospective Third Party claims based on allegations of misuse or infringement of intellectual property rights relating to the research, development, manufacturing, or commercialization of any Licensed Compound or Licensed Product. Accordingly, the Parties agree that all such information and materials obtained by the Parties from each other will be used solely for purposes of the Parties' common legal interests with respect to the conduct of the Agreement. All such information and materials will be treated as protected by the attorney-client privilege, the work product privilege, and any other privilege or immunity that may otherwise be applicable. By sharing any such information and materials, neither Party intends to waive or limit any privilege or immunity that may apply to the shared information and materials. Neither Party shall have the authority to waive any privilege or immunity on behalf of the other Party without such other Party's prior written consent, nor shall the waiver of privilege or immunity resulting from the conduct of one Party be deemed to apply against the other Party.

6.10 New Third Party Licenses. Celgene shall have the right, but not the obligation, to obtain a license (which for purposes of this Section 6.10, includes covenants not to sue) to Third Party intellectual property rights which may be necessary for the development, manufacture or commercialization of any Licensed Compound or Licensed Product that is the subject of research, development, manufacture and/or commercialization efforts under this Agreement. The terms and conditions involved in obtaining such rights shall be determined at Celgene's sole discretion and expense.

ARTICLE 7
CONFIDENTIALITY

7.1 Nondisclosure. Each Party agrees that a Party (the "***Receiving Party***") receiving Confidential Information of any other Party (the "***Disclosing Party***") shall (a) maintain in confidence such Confidential Information using not less than the efforts such Receiving Party uses to maintain in confidence its own proprietary information of similar kind and value, but in no event less than a reasonable degree of efforts, (b) not disclose such Confidential Information to any Third Party without the prior written consent of the Disclosing Party, except for disclosures expressly permitted below, and (c) not use such Confidential Information for any purpose except those permitted by this Agreement (it being understood that this clause (c) shall not create or imply any rights or licenses not expressly granted under this Agreement). The obligations of non-disclosure and non-use under this Section 7.1 shall be in full force during the Term and for a period of [***] thereafter. Each Party, upon the request of the other Party, will return all copies of or destroy (and certify such destruction in writing) the Confidential Information disclosed or transferred to it by the other Party pursuant to this Agreement, within [***] of such request or, if earlier, the termination or expiration of this Agreement; provided however that a Party may retain (i) Confidential Information of the other Party to which it has a license that expressly survives such termination pursuant this Agreement, and (ii) one (1) copy of all other Confidential Information in archives solely for the purpose of establishing the contents thereof.

7.2 Exceptions. The obligations in Section 7.1 shall not apply with respect to any portion of the Confidential Information of the Disclosing Party that the Receiving Party can show by competent written proof:

(a) was known to the Receiving Party or any of its Affiliates, without any obligation to keep it confidential or any restriction on its use, prior to disclosure by the Disclosing Party;

(b) is subsequently disclosed to the Receiving Party or any of its Affiliates by a Third Party lawfully in possession thereof and without any obligation to keep it confidential or any restriction on its use;

(c) is published by a Third Party or otherwise becomes publicly available or enters the public domain, either before or after it is disclosed to the Receiving Party, without any breach by the Receiving Party of its obligations hereunder; or

(d) is independently developed by or for the Receiving Party or its Affiliates without reference to or reliance upon the Disclosing Party's Confidential Information.

7.3 Authorized Disclosure.

7.3.1 Disclosure. Notwithstanding Section 7.1, the Receiving Party may disclose Confidential Information belonging to the Disclosing Party, and Confidential Information deemed to belong to both the Disclosing Party and the Receiving Party, to the extent (and only to the extent) such disclosure is reasonably necessary in the following instances:

(a) subject to Section 7.5, complying with Laws (including the rules and regulations of the SEC or any national securities exchange), Regulatory Filings for Licensed Products and with judicial process, if in the reasonable opinion of the Receiving Party's counsel, such disclosure is necessary for such compliance;

(b) disclosure, solely on a "need to know basis," to Affiliates, potential or actual research and development collaborators, subcontractors, advisors (including attorneys and accountants), investment bankers, investors, lenders, or other potential financial partners, and their and each of the Parties' respective directors, employees, contractors and agents, each of whom prior to any such disclosure must be bound by written obligations of confidentiality and non-use no less restrictive than the obligations set forth in this ARTICLE 7 (provided, however, that in the case of prospective investors, lenders or other financial partners, the term of confidentiality may be shortened to three (3) years from the date of disclosure and in the case of legal advisors, no written agreement shall be required), which for the avoidance of doubt, will not permit use of such Confidential Information for any purpose except those permitted by this Agreement; provided, however, that, in each of the above situations, the Receiving Party shall remain responsible for any failure by any Person who receives Confidential Information pursuant to this Section 7.3.1(b) to treat such Confidential Information as required under this ARTICLE 7; and

(c) disclosure of the other Party's Confidential Information to any of its officers, employees, consultants, agents or Affiliates, or in the case of Celgene, any Sublicensees, if and only to the extent necessary to carry out its responsibilities or exercise its rights under this Agreement; provided that each such disclosee is bound by written confidentiality obligations to maintain the confidentiality thereof and not to use such Confidential Information except as expressly permitted by the applicable agreement.

7.3.2 Terms of Disclosure. If and whenever any Confidential Information is disclosed in accordance with this Section 7.3, such disclosure shall not cause any such information to cease to be Confidential Information except to the extent that such disclosure results in a public disclosure of such information (other than by breach of this Agreement). Where reasonably possible and subject to Section 7.5, the Receiving Party shall notify the Disclosing Party of the Receiving Party's intent to make any disclosures pursuant to Section 7.3.1(a) sufficiently prior to making such disclosure so as to allow the Disclosing Party adequate time to take whatever action it may deem appropriate to protect the confidentiality of the information, and the Receiving Party will provide reasonable assistance to the Disclosing Party with respect thereto; provided that, in any event, the Receiving Party will use reasonable measures to ensure confidential treatment of such information and shall only disclose such Confidential Information of the Disclosing Party as is necessary to comply with such Laws or judicial process.

7.4 Terms of this Agreement. The Parties agree that this Agreement and all of the respective terms thereof shall be deemed to be Confidential Information of both Parties, and each Party agrees not to disclose such information without the prior written consent of the other Party.

7.5 Securities Filings. Each Party acknowledges and agrees that the other Party may submit this Agreement to the SEC and if a Party does submit this Agreement, such Party agrees to consult with the other Party with respect to the preparation and submission of, a confidential treatment request for this Agreement. If a Party is required by Law to make a disclosure of the terms of this Agreement in a filing with or other submission to the SEC, and (a) such Party has provided copies of the disclosure to the other Party as far in advance of such filing or other disclosure as is reasonably practicable under the circumstances, (b) such Party has promptly notified the other Party in writing of such requirement and any respective timing constraints, and

(c) such Party has given the other Party a reasonable time under the circumstances from the date of notice by such Party of the required disclosure to comment upon, request confidential treatment or approve such disclosure, then such Party will have the right to make such public disclosure at the time and in the manner reasonably determined by its counsel to be required by Law. Notwithstanding anything to the contrary herein, it is hereby understood and agreed that if a Party seeking to make a disclosure to the SEC as set forth in this Section 7.5, and the other Party provides comments within the respective time periods or constraints specified herein or within the respective notice, the Party seeking to make such disclosure or its counsel, as the case may be, will in good faith use commercially reasonable efforts to incorporate such comments, limit disclosure or obtain confidential treatment to the extent reasonably requested by the other Party.

7.6 Publicity. Except in accordance with this Section 7.6, neither Party nor any of their respective Affiliates shall issue any press release or other public statement disclosing any information relating to this Agreement, the activities hereunder, or the transactions contemplated hereby unless mutually agreed in writing by the Parties. Notwithstanding the foregoing, any disclosure that is required by Laws (including the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended) or the rules of a securities exchange or the SEC or the securities regulations of any state or other jurisdiction, or by judicial process, shall be in accordance with Sections 7.3 and 7.5, as applicable. Without limiting the foregoing, if the Parties agree to issue a press release or other public statement, the Parties each agree to provide to each other a copy of any public announcement covered by this Section 7.6 as soon as reasonably practicable under the circumstances prior to its scheduled release. Except under extraordinary circumstances, each Party shall provide the other Party with an advance copy of any such announcement at least [***] prior to its scheduled release. Each Party shall have the right to expeditiously review and recommend changes to any such announcement and, except as otherwise required by Laws or such rules or regulations, the Party whose announcement has been reviewed shall remove any Confidential Information of a reviewing Party that the reviewing Party deems to be inappropriate for disclosure and request in writing that the publishing Party remove from such announcement within the applicable review period (not to exceed [***]). The contents of any announcement or similar publicity that has been reviewed and approved by a reviewing Party can be re-released by such reviewing Party or publishing Party without a requirement for re-approval so long as such disclosure is material to the event or purpose for which the new announcement or publicity is made. Notwithstanding anything to the contrary in this Agreement, in the event any press release or other public statement discloses any information with respect to the research, development, manufacture or commercialization of any Licensed Compound or Licensed Product, including any information related to milestones, Clinical Trials or Regulatory Approvals with respect thereto, such press release or other public statement may not be issued without Celgene's prior written consent, except, and solely, to the extent the issuing Party's counsel determines is required to be disclosed by Law; provided, that Celgene shall be given a reasonable period of time to review any such disclosure and any comments made by Celgene will be incorporated in good faith.

7.7 Additional Provisions.

7.7.1 Residual Information. A Receiving Party may use Residual Information for any purpose, provided that this right to use Residual Information (a) does not represent a license to any Patents Controlled by the Disclosing Party, and (b) does not include any right to publish or

otherwise disclose to Third Parties or use the tangible source of any Residual Information for any purpose other than as provided for in other provisions of this Agreement with respect to Forma Know-How. A personnel's memory will be considered unaided only if such personnel has not intentionally memorized the information for the purpose of retaining and/or subsequently recording, publishing, disclosing or using it.

7.7.2 Permitted Publications. The Parties recognize the desirability of publishing and publicly disclosing the results of and information regarding, activities under this Agreement. Accordingly, Celgene shall be free to publicly disclose the results of and information regarding its activities under this Agreement. Forma Inc. shall not, and shall cause its Affiliates not to, make any publications or public disclosures regarding the Licensed Compounds or Licensed Product or any Confidential Information of Celgene without Celgene's prior written consent. Celgene acknowledges that prior to the Effective Date Forma Inc. entered into clinical trial agreements that grant third parties the right to publish information relating to the Licensed Compounds and/or Licensed Products, and such agreements are set forth on Schedule 7.7.2. Following the Effective Date, Forma Inc. will use reasonable efforts to amend or terminate such third party publication rights as requested by Celgene.

7.8 Clinical Trial Register. Notwithstanding anything to the contrary in this ARTICLE 7, Celgene shall have the sole right to publish registry information and summaries of data and results from any human Clinical Trials conducted by Celgene under this Agreement on its clinical trials registry or on a government-sponsored database such as www.clinicaltrials.gov or other publicly available websites such as www.clinicalstudyresults.org, without requiring the consent of Forma. The Parties shall reasonably cooperate if needed in order to ensure the publication of any such registry information or summaries of data and results from such human Clinical Trials as required on the clinical trial registry of each Celgene and any government- sponsored database such as www.clinicaltrials.gov or other publicly available websites such as www.clinicalstudyresults.org.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of Both Parties. Each Party hereby represents and warrants to the other Party, as of the Effective Date, that:

(a) such Party is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) such Party has taken all necessary action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;

(c) this Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, binding obligation, enforceable against it in accordance with the terms hereof;

(d) the execution, delivery and performance of this Agreement by such Party does not conflict with any agreement or any provision thereof, or any instrument or

understanding, oral or written, to which it is a party or by which it is bound, nor violate any Law of any court, governmental body or administrative or other agency having jurisdiction over such Party; and

(e) no government authorization, consent, approval, license, exemption of or filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, under any Laws currently in effect, is or will be necessary for, or in connection with, the transaction contemplated by this Agreement or any other agreement or instrument executed in connection herewith, or for the performance by it of its obligations under this Agreement and such other agreements except as may be required to conduct Clinical Trials or to seek or obtain Regulatory Approvals or applicable Regulatory Filings.

8.2 Representations and Warranties of Forma Inc. Forma Inc. hereby represents and warrants to Celgene, as of the Effective Date, that:

(a) Schedule 8.2(a) sets forth a complete and accurate list of all Forma Patents Controlled by Forma Inc. and/or its Affiliates as of the Effective Date, indicating the owner, licensor and/or co-owner(s), if applicable. Except as set forth on Schedule 8.2(a), Forma Inc. and its Affiliates do not own, or have a license to, or possess as beneficiary a covenant not to sue regarding any Patent that Covers any Licensed Compound or Licensed Product, or that otherwise is necessary or useful to research, develop, manufacture or commercialize any Licensed Compound or Licensed Product as currently contemplated by this Agreement;

(b) Schedule 8.2(b) sets forth a complete and accurate list of all agreements relating to the licensing, sublicensing or other granting of rights with respect to the Forma IP or any Licensed Compound or Licensed Product, to which Forma Inc. or any of its Affiliates is a party as of the Effective Date, and Forma Inc. has provided complete and accurate copies of all such agreements to Celgene (the "***Existing Forma Agreements***"). Except under the Third Party Agreements, Forma Inc. and its Affiliates are not subject to any payment obligations to Third Parties as a result of the execution or performance of this Agreement. Forma Inc. and its Affiliates have not received any written notice alleging any material breach (and Forma Inc. will not be in material breach as a result of the delivery and execution of this Agreement) of any Existing Forma Agreement pursuant to which Forma Inc. and/or its Affiliates receive a license or sublicense of Forma IP (the "***Forma In-Licenses***");

(c) Forma Inc. has all rights, authorizations and consents necessary to grant all rights and licenses it purports to grant to Celgene with respect to the Forma IP under this Agreement;

(d) neither Forma Inc. nor any of its Affiliates has granted any right or license to any Third Party relating to any of the Forma IP that would conflict with or limit the scope of any of the rights or licenses granted to Celgene hereunder;

(e) neither Forma Inc. nor any of its Affiliates has granted any liens or security interests on the Forma IP and the Forma IP is free and clear of any mortgage, pledge, claim, security interest, covenant, easement, encumbrance, lien or charge of any kind;

(f) neither Forma Inc. nor its Affiliates has received any written notice of any claim that any Patent or trade secret right owned or controlled by a Third Party would be infringed or misappropriated by the research, development, manufacture, or commercialization of any Licensed Compound or Licensed Product by either Party, its Affiliates or, in the case of Celgene, its Sublicensees, as currently contemplated by this Agreement;

(g) there are no claims, judgments, settlements, litigations, suits, actions, disputes, arbitration, judicial or legal, administrative or other proceedings or governmental investigations pending to which it is a party or, to Forma Inc.'s knowledge, threatened against Forma Inc. which would be reasonably expected to materially affect or restrict the ability of Forma Inc. to consummate the transactions contemplated under this Agreement and to perform its material obligations under this Agreement, or which would affect in a material manner the Forma IP, Forma Inc.'s Control thereof, or any Licensed Compound or Licensed Product;

(h) to its knowledge, the Forma IP is not being infringed or misappropriated by any Third Party; and

(i) to its knowledge, there are no Patents or Know-How owned by a Third Party and not included in the Forma IP that are necessary for the development, manufacture or commercialization of any Licensed Compound or Licensed Product.

8.3 Representations and Warranties of Celgene. Celgene hereby represents and warrants to Forma Inc., as of the Effective Date, that:

(a) neither Celgene nor its Affiliates has received any written notice of any claim that any Patent or trade secret right owned or controlled by a Third Party would be infringed or misappropriated by the research, development, manufacture, or commercialization of any Licensed Compound or Licensed Product by Celgene, its Affiliates or Sublicensees as currently contemplated by this Agreement; and

(b) there are no claims, judgments, settlements, litigations, suits, actions, disputes, arbitration, judicial or legal, administrative or other proceedings or governmental investigations pending to which it is a party or, to Celgene's knowledge, threatened against Celgene which would be reasonably expected to materially affect or restrict the ability of Celgene to consummate the transactions contemplated under this Agreement and to perform its material obligations under this Agreement.

8.4 Covenants.

8.4.1 Mutual Covenants. Each Party hereby covenants to the other Party that:

(a) all employees of such Party or its Affiliates or Third Party subcontractors or, in the case of Celgene, its Sublicensees, working under this Agreement will be under appropriate confidentiality provisions at least as protective as those contained in this Agreement and the obligation to (i) assign all right, title and interest in and to their inventions and discoveries, whether or not patentable, to such Party as the sole owner thereof or (ii) grant such Party an exclusive, sublicensable license, under such inventions and discoveries to develop and commercialize any Licensed Compounds or Licensed Products; in each case of (i) and (ii), that is consistent with this Agreement;

(b) to its knowledge, such Party will not (i) employ or use, nor hire or use any contractor or consultant that employs or uses, any individual or entity, including a clinical investigator, institution or institutional review board, debarred or disqualified by the FDA (or subject to a similar sanction by any Regulatory Authority outside the United States) or (ii) employ any individual who or entity that is the subject of an FDA debarment investigation or proceeding (or similar proceeding by any Regulatory Authority outside the United States), in each of subclauses (i) and (ii) in the conduct of its activities under this Agreement;

(c) neither Party nor any of its Affiliates shall, during the Term, grant any right or license to any Third Party in any intellectual property rights licensed to the other Party hereunder which would conflict with any of the rights or licenses granted to the other Party hereunder; and

(d) such Party and its Affiliates shall perform its activities pursuant to this Agreement in compliance (and shall ensure compliance by any of its subcontractors) in all material respects with all Laws, including GCP, GLP and GMP as applicable and with respect to the development activities hereunder.

8.4.2 Forma Inc. Covenants. Forma Inc. hereby covenants to Celgene that:

(a) Forma Inc. shall maintain the Forma In-Licenses, and shall not amend, modify or terminate such agreements, and will not breach such agreements, if such amendment, modification, termination or breach would materially adversely affect Celgene's rights under this Agreement;

(b) if Forma Inc. or any of its Affiliates licenses or acquires any Patents or Know-How related to any Licensed Compound or Licensed Product, Forma Inc. or its Affiliate shall ensure that such license or acquisition permits Forma Inc. to grant to Celgene a license or sublicense consistent with the terms of this Agreement; and

(c) neither Forma Inc. nor any of its Affiliates shall, during the Term, grant any right or license to any Third Party in any intellectual property rights licensed to Celgene hereunder which would conflict with any of the rights or licenses granted to Celgene hereunder.

8.5 Disclaimer. Except as otherwise expressly set forth in this Agreement, NONE OF THE PARTIES MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT ANY PATENTS ARE VALID OR ENFORCEABLE, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Without limiting the generality of the foregoing, each Party disclaims any warranties with regards to: (a) the success of any study or test commenced under this Agreement; (b) the safety or usefulness for any purpose of the technology or materials it provides or discovers under this Agreement; or (c) the validity, enforceability, or noninfringement of any intellectual property rights or technology it provides or licenses to the other Party under this Agreement.

ARTICLE 9
INDEMNIFICATION; INSURANCE

9.1 Indemnification by Celgene. Celgene shall indemnify, defend and hold harmless Forma Inc. and its Affiliates, and its and their respective directors, officers, employees and agents (collectively, the "***Forma Indemnitees***"), from and against any and all Damages to the extent arising out of or relating to, directly or indirectly, from any claim (including Claims) based upon:

(a) the gross negligence or willful misconduct of Celgene or its Affiliates and its or their respective directors, officers, employees and agents, in connection with Celgene's performance of its obligations or exercise of its rights under this Agreement;

(b) any breach of any representation or warranty or express covenant made by Celgene under ARTICLE 8 or any other provision under this Agreement; and

(c) the research that is conducted by or on behalf of Celgene and the development, manufacture, storage, handling, use, importation and commercialization by Celgene or its Affiliate or Sublicensee of any Licensed Compound or Licensed Product for any Product Liability claims resulting from any of the foregoing activities described in this Section 9.1(c);

in each case, provided however that, such indemnity shall not apply to the extent Forma Inc. has an indemnification obligation pursuant to Section 9.2 for such Damages; provided, further, that with respect to claims other than Claims, any Damages in the form of reasonable legal expenses, costs of litigation or reasonable attorney's fees shall not be due and payable or otherwise advanced to such Forma Indemnitee unless and until finally determined by a court of competent jurisdiction.

9.2 Indemnification by Forma Parent and Forma Inc. Forma Parent and Forma Inc., jointly and severally, shall indemnify, defend and hold harmless the Celgene Indemnitees, from and against any and all Damages to the extent arising out of or relating to, directly or indirectly, from any claim (including Claims) based upon:

(a) the gross negligence or willful misconduct of Forma Inc. or its Affiliates or its or their respective directors, officers, employees and agents, in connection with Forma Inc.'s performance of its obligations or exercise of its rights under this Agreement;

(b) any breach of any representation or warranty or express covenant made by Forma Inc. under ARTICLE 8 or any other provision under this Agreement; and

(c) the research that is conducted by or on behalf of Forma Inc. (excluding any research carried out by or on behalf of Celgene or its Affiliates or Sublicensees hereunder), and the development, manufacture, storage, handling, use, importation and commercialization by Forma Inc. or its Affiliates of any Licensed Compound or Licensed Product for any Product Liability claims resulting from any of the foregoing activities described in this Section 9.2(c)

in each case, provided however that, such indemnity shall not apply to the extent Celgene has an indemnification obligation pursuant to Section 9.1 for such Damages; provided, further, that with respect to claims other than Claims, any Damages in the form of reasonable legal expenses, costs of litigation or reasonable attorney's fees shall not be due and payable or otherwise advanced to such Celgene Indemnitee unless and until finally determined by a court of competent jurisdiction.

9.3 Notice of Claims.

9.3.1 Indemnification Claim. A claim to which indemnification applies under Section 9.1 or Section 9.2 shall be referred to herein as an "***Indemnification Claim***" If the Indemnitee intends to claim indemnification under this ARTICLE 9, the Indemnitee shall notify Indemnitor in writing, promptly upon becoming aware of an Indemnification Claim, describing in reasonable detail the facts giving rise to the Indemnification Claim; provided, that an Indemnification Claim in respect of any action at law or suit in equity by or against a Third Party as to which indemnification shall be sought shall be given promptly after the action or suit is commenced (provided that the Indemnitee is aware of such commencement); and provided further, that the failure by an Indemnitee to give such notice shall not relieve the Indemnitor of its indemnification obligation under this Agreement except and only to the extent that the Indemnitor is actually prejudiced as a result of such failure to give notice.

9.3.2 Dispute Notice. The Indemnitor that has received an Indemnification Claim may object to any liability set forth in the Indemnification Claim by delivering written notice to the Indemnitee of the Indemnitor's objection (a "***Dispute Notice***") within twenty (20) Business Days after delivery of the Indemnification Claim. Such Dispute Notice must describe the grounds for such objection in reasonable detail.

9.4 Indemnification Procedures. If an Indemnitee receives written notice of a claim from a Third Party that the Indemnitee believes may result in a claim for indemnification under this ARTICLE 9 (a "***Third Party Claim***"), such Indemnitee shall deliver an Indemnification Claim to the Indemnitor in accordance with the provisions of Section 9.3. If the Litigation Conditions are satisfied, then the Indemnitor shall have the right to assume and control the defense of the Third Party Claim, at its own expense with counsel selected by it and reasonably acceptable to the Indemnitee, by delivering written notice of its assumption of such defense to the Indemnitee within twenty (20) Business Days of its receipt of notice of such Third Party Claim from the Indemnitee (but the Indemnitor shall in any event have the right to assume and control the defense of a Third Party Claim that initially sought injunctive or non-monetary damages from the Indemnitee when the only remaining dispute in such matter is the determination of monetary damages or when the only remaining relief sought by the Third Party in such matter is monetary damages, whichever is first); provided, however, that the Indemnitee shall have the right to retain its own counsel, with the reasonable fees and expenses to be paid by the Indemnitor, if (a) representation of the Indemnitee by the counsel retained by the Indemnitor would be inappropriate due to actual or potential conflict of interests between such Indemnitee and Indemnitor, (b) the Indemnitor has failed within a reasonable time to retain counsel, (c) the Indemnitee shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnitor, or (d) at any time the Litigation Conditions are not satisfied with respect to such Third Party Claim. In each case the Party that is controlling the defense of such

Third Party Claim shall keep the non-controlling Party reasonably apprised of the status of the Third Party Claim and the non-controlling Party shall be entitled to otherwise monitor such Third Party Claim at its sole cost and expense. If the Third Party Claim seeks injunctive relief or non-monetary damages against or from the Indemnitee or if the Indemnitor does not assume the defense of the Third Party Claim as described in this Section 9.4, the Indemnitee shall be permitted to assume and control the defense of such Third Party Claim (but shall have no obligation to do so) and in such event shall be entitled to settle or compromise the Third Party Claim in its sole and reasonable discretion, provided that if the Indemnitee is entitled to assume the defense of the Third Party Claim pursuant to this Section 9.4 solely because the Third Party Claim seeks injunctive relief or non-monetary damages against or from the Indemnitee, then the Indemnitee shall not settle or compromise such Third Party Claim in any manner that involves the payment of monetary damages without the prior written consent of the Indemnitor, which consent the Indemnitor shall not unreasonably withhold, condition or delay. If the Indemnitor has assumed and controls the defense of the Third Party Claim in accordance with this Section 9.4, (i) the Indemnitee shall not settle or compromise the Third Party Claim without the prior written consent of the Indemnitor, such consent not to be unreasonably withheld, conditioned or delayed and (ii) the Indemnitor shall not settle or compromise the Third Party Claim in any manner that would result in the payment of amounts by the Indemnitee, impose any other obligation on the Indemnitee or otherwise have an adverse effect on the Indemnitee's rights or interests (including any rights under this Agreement or the scope or enforceability of any Patents licensed by one Party to another Party pursuant to this Agreement), without the prior written consent of the Indemnitee. In each case, the Party that is not controlling the defense of any Third Party Claim shall reasonably cooperate with the Party that is controlling the defense of such Third Party Claim, at the non-controlling Party's expense and shall make available to the controlling Party all pertinent information under the control of the non-controlling Party, which information shall be subject to ARTICLE 7. Each Party shall use commercially reasonable efforts to avoid production of Confidential Information of the other Party (consistent with Law and rules of procedure), and to cause all communications among employees, counsel and other representatives of such Party to be made so as to preserve any applicable attorney-client or work-product privileges.

9.5 Remedies. The indemnification rights in this ARTICLE 9 shall be the sole and exclusive remedy and the sole basis for and means of recourse by the Parties with respect to any Damages to the extent arising out of or relating to, directly or indirectly, any Claim with respect to any breach of the respective representations, warranties, covenants and obligations pursuant to this Agreement or otherwise arising out of this Agreement, regardless of the theory or cause of action pled, except for the remedies of specific performance, injunction and other equitable relief.

9.6 Insurance. Each Party shall maintain, at its cost, a program of insurance and/or self-insurance against liability and other risks associated with its activities and obligations under this Agreement, including as applicable Clinical Trials that such Party is conducting, the commercialization of any Licensed Product, and its indemnification obligations hereunder, in such amounts, subject to such deductibles and on such terms as are customary for such Party for the activities to be conducted by it under this Agreement.

9.7 LIMITATION OF LIABILITY. EXCEPT (A) FOR A BREACH OF SECTION 6.2 OR ARTICLE 4 OR ARTICLE 7 OR (B) FOR CLAIMS OF A THIRD PARTY THAT ARE SUBJECT TO INDEMNIFICATION UNDER THIS ARTICLE 9 OR (C) FOR DAMAGES DUE

TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LIABLE PARTY, NEITHER FORMA PARENT, FORMA INC. NOR CELGENE, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBLICENSEES WILL BE LIABLE TO THE OTHER PARTY TO THIS AGREEMENT, ITS AFFILIATES OR SUBLICENSEES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOST PROFITS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), INDEMNITY OR CONTRIBUTION, AND IRRESPECTIVE OF WHETHER THAT PARTY OR ANY REPRESENTATIVE OF THAT PARTY HAS BEEN ADVISED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF, ANY SUCH LOSS OR DAMAGE.

ARTICLE 10
TERM AND TERMINATION

10.1 Term. This Agreement shall become effective on the Effective Date and, unless earlier terminated pursuant to this ARTICLE 10, shall remain in effect on a country-by-country basis until it expires upon the ceasing of making, having made, using, importing, offering for sale and selling any Licensed Compounds and Licensed Products in such country (the "***Term***").

10.2 Termination Without Cause. Celgene shall have the right, at its sole discretion, to terminate this Agreement with respect to [***] or in its entirety, upon [***] prior written notice to Forma Inc. hereunder; it being understood and agreed that Celgene shall be entitled to terminate upon [***] written notice at any time it reasonably determines that such termination is necessary to comply with any Antitrust Law.

10.3 Termination for Cause.

10.3.1 Termination for Safety Reasons. Notwithstanding the foregoing, Celgene shall have the right to terminate this Agreement immediately on a Licensed Compound-by-Licensed Compound or Licensed Product-by-Licensed Product basis upon written notice to Forma Inc. based on Safety Reasons. Upon such termination for Safety Reasons, Celgene shall be responsible, at its expense, for the wind-down, if any, of any development of the applicable Licensed Compound or Licensed Product (including any Clinical Trials for the applicable Licensed Compound or Licensed Product being conducted by or on behalf of Celgene, in consultation with the applicable Regulatory Authority) and any commercialization activities for the applicable Licensed Compound or Licensed Product. Such termination shall become effective upon the date that Celgene notifies Forma Inc. in writing that such wind-down is complete. Upon such termination for Safety Reasons, all licenses granted by one Party to the other Party under this Agreement shall terminate solely with respect to the applicable Licensed Compound or Licensed Product. Upon mutual agreement of the Parties, Celgene shall transfer and assign to Forma Inc. any Regulatory Filings and Regulatory Approvals that have been filed by Celgene for the applicable Licensed Compound or Licensed Product and all data (including Regulatory Data) made, collected or otherwise generated under this Agreement by Celgene in connection with its activities for the applicable Licensed Compound or Licensed Product, and Forma Inc. shall be permitted to use such data for any purpose.

10.3.2 Termination by Either Party for Breach. Except as provided in Section 10.3.3 with respect to a material breach of Celgene's obligation to use Commercially Reasonable Efforts (which shall be governed by Section 10.3.3), this Agreement and the rights granted herein may be terminated by either Party for the material breach by the other Party of this Agreement, provided that (a) the breaching Party has not cured such breach within [***] (or [***], in case of Celgene's payment obligations under this Agreement) after the date of written notice to the breaching Party of such breach, which notice shall describe such breach in reasonable detail and shall state the non-breaching Party's intention to terminate this Agreement pursuant to this Section 10.3.2 and (b) the other Party's termination rights shall be limited to a termination of this Agreement with respect to the applicable Licensed Product and, with respect to termination by Forma Inc., only in the country(ies) materially and adversely impacted by such material breach.

10.3.3 Termination by Forma Inc. for Failure of Celgene To Use Commercially Reasonable Efforts.

(a) Forma Inc. shall have the right to terminate this Agreement on a country-by-country and Licensed Product-by-Licensed Product basis if Celgene is in material breach of its obligations to use Commercially Reasonable Efforts as set forth in Section 2.2 with respect to such country and such Licensed Product; provided, however, such license shall not so terminate unless (i) Celgene is given [***] prior written notice by Forma Inc., labeled as a "notice of material breach for failure to use Commercially Reasonable Efforts," of Forma Inc.'s intent to terminate, stating the reasons and justification for such termination and recommending steps which Forma Inc. believes Celgene should take to cure such alleged breach, and (ii) Celgene, or its Affiliates or Sublicensees, has not (A) during the [***] Business Day period following such notice, provided Forma Inc. with a plan for the development and/or commercialization of such Licensed Product in such country and (B) during the [***] Business Day period following such notice carried out such plan and cured such alleged breach by pursuing the development and/or commercialization of such Licensed Product in such country.

(b) If Celgene disputes in good faith the existence or materiality of an alleged breach specified in a notice provided by Forma Inc. pursuant to Section 10.3.3(a), and if Celgene provides notice to Forma Inc. of such dispute within [***] following such notice provided by Forma Inc., Forma Inc. shall not have the right to terminate this Agreement unless and until the existence of such material breach or failure by Celgene has been determined in accordance with Section 10.5 and Celgene fails to cure such breach within [***] following such determination. Except as set forth in Section 10.3.3(c), it is understood and acknowledged that during the pendency of such a dispute, all of the terms and conditions of this Agreement shall remain in effect and the Parties shall continue to perform all of their respective obligations hereunder.

(c) No milestone payments by Celgene as set forth in Section 5.2 will be due on milestones achieved, with respect to the applicable country and Licensed Product for which termination is sought, during the period between the notice of termination under this Section 10.3.3 or Section 10.3.2 and the effective date of termination; provided, however, if Celgene provides notice of a dispute pursuant to Section 10.3.3(b) or otherwise and such dispute is resolved in a manner in which no termination of this Agreement with respect to such country and such Licensed Product occurs, then upon such resolution Celgene will promptly pay to Forma Inc. the applicable milestone payment for each milestone achieved during the period between the notice of termination under this Section 10.3.3 or Section 10.3.2 and the resolution of such disputes.

10.4 Termination for Patent Challenges. If Celgene or any of its Affiliates directly or indirectly makes, files or maintains any claim, demand, lawsuit or cause of action to challenge the validity or enforceability of any Forma IP (other than as may be necessary or reasonably required to assert a cross-claim or a counter-claim or to respond to a court request or order or administrative law request or order), Forma Inc. may terminate this Agreement immediately upon written notice to Celgene with respect to such Forma IP; it being understood and agreed that Forma Inc.'s right to terminate this Agreement under this Section 10.4 shall not apply to any Affiliate of such Party that first becomes an Affiliate of such Party as a result of or after the date of a Business Combination involving such Party, where such new Affiliate was undertaking any of the activities described in the foregoing clause prior to such Business Combination. For the avoidance of doubt, an action by Celgene in accordance with ARTICLE 6 to amend claims within a pending patent application of the Forma IP during the course of Celgene's Prosecution and Maintenance of such pending patent application or in defense of a Third Party proceeding shall not constitute a challenge under this Section 10.4.

10.5 Termination for Bankruptcy. If either Party makes a general assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over all or substantially all of its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not dismissed, discharged, bonded or stayed within [***] after the filing thereof, the other Party may terminate this Agreement in its entirety effective immediately upon written notice to such Party. In connection therewith, the provisions of Section 6.1.4 shall apply.

10.6 Effects of Termination.

10.6.1 Termination Pursuant to Section 10.2 (Termination Without Cause), 10.3.2 (Termination by Either Party for Breach, Subject to Section 10.6.3), 10.3.3 (Termination by Forma Inc. for Failure of Celgene To Use Commercially Reasonable Efforts) or 10.5 (Termination for Bankruptcy). Upon termination of this Agreement by Forma Inc. pursuant to Section 10.3.2, 10.3.3 or 10.5, or by Celgene pursuant to Section 10.2 or, subject to Section 10.3.2:

(a) as of the effective date of such termination, all licenses granted by one Party to the other Party under this Agreement shall terminate automatically;

(b) each Party shall return or destroy all Confidential Information of the other Party as required by ARTICLE 7;

(c) to the extent permitted by Law, Celgene shall transfer and assign to Forma Inc. all Regulatory Filings and Regulatory Approvals relating to the Licensed Compounds and Licensed Products and shall treat the foregoing as "Confidential Information" of Forma Inc. under ARTICLE 7;

(d) subject to Section 10.6.1(j), Celgene shall grant and hereby does grant to Forma Inc., upon the effective date of termination, a non-exclusive, fully paid, worldwide, fully transferable, irrevocable license (with the right to grant sublicenses through multiple tiers) under the Celgene IP and Celgene's interest in the Joint IP solely for the purpose of and to the

extent necessary to make, have made, use, sell, offer for sale and import the then- current Licensed Compounds and Licensed Products; provided, that with respect to the Celgene IP, (x) such license shall apply solely for the purpose of and to the extent such Celgene IP is then being used as of the effective date of such termination, and is incorporated in any Licensed Compound or Licensed Product as of the effective date of such termination; and (y) if any such Celgene IP is licensed to Celgene or any of its Affiliates by a Third Party that is subject to payments due to any Third Party, Celgene shall notify Forma Inc. of such Third Party payment obligations and such Celgene IP will only be included in the foregoing license if Forma Inc. agrees in writing to be responsible for all payments due to such Third Party for the use of such Celgene IP and, in connection with such agreement, the Parties shall negotiate, in good faith, how such Third Party payments for such Celgene IP will be calculated in light of all facts and circumstances applicable to such Third Party payments (e.g., taking into account royalty tiers, royalty caps, and other similar payment provisions);

(e) with respect to any Marks registered by Celgene solely pertaining to any Licensed Product (excluding, for example, any such Marks that include, in whole or part, any corporate name or logo of Celgene), Celgene shall grant and hereby does grant to Forma Inc., upon the effective date of termination, a non-exclusive, fully paid, worldwide, fully transferable, irrevocable license (with the right to grant sublicenses through multiple tiers) under such Marks solely to the extent necessary to commercialize Licensed Products;

(f) during the time period set forth in the next sentence, Celgene shall provide reasonable assistance to Forma Inc., at Forma Inc.'s cost, in Forma Inc.'s efforts to establish or procure an independent manufacturing source for Licensed Compounds and Licensed Products. At Forma Inc.'s request, in the event Celgene is manufacturing Licensed Products, Celgene shall use Commercially Reasonable Efforts to supply to Forma Inc. sufficient quantities, upon reasonable advance notice and consistent with Celgene's manufacturing capabilities, of Licensed Products to satisfy Forma Inc.'s and its Sublicensees' requirements for Licensed Products for a period of the earlier of (i) [***] or (ii) [***] following the effective date of termination; provided that Forma Inc. shall use Commercially Reasonable Efforts to effect such assignment (or transition) as promptly as practicable. Such supply shall be at a price [***] or acquisition cost of the Licensed Product. Any such supply will be made pursuant to a mutually acceptable supply agreement between the Parties. In the event that Celgene has one or more agreements with Third Party manufacturers with respect to the manufacture of a Licensed Product, at Forma Inc.'s request and cost, Celgene shall use Commercially Reasonable Efforts to transfer its rights and obligations under such agreement(s) to Forma Inc. upon any such termination;

(g) for a period of up to [***] following the effective date of termination, Celgene shall provide commercially-reasonable assistance, to be reimbursed by Forma Inc. at a rate to be agreed upon by the Parties, such assistance not to exceed a maximum of [***]. Such assistance shall be rendered by Celgene's then-current employees and Celgene shall have no obligation to hire or contract with any other Person for any services related to such assistance; provided that (A) Celgene need only use Commercially Reasonable Efforts to provide such assistance and (B) Celgene will not be liable for any error or omission in rendering such assistance or the services provided, and in any case, Celgene's liabilities with respect to such assistance and services will be limited to the amount Celgene receives therefor from Forma Inc.;

(h) upon Forma Inc.'s request and election, with respect to each Clinical Trial for Licensed Products ongoing as of the effective date of termination, Celgene shall either: (i) terminate such Clinical Trial at Celgene's cost, (ii) complete such Clinical Trial at Celgene's cost or (iii) transfer to Forma Inc. the management and continued performance of such Clinical Trial at Forma Inc.'s cost; and

(i) Forma Inc. shall have the right to purchase from Celgene any and all of the inventory of Licensed Products held by Celgene as of the effective date of termination at a price equal to Celgene's actual cost to acquire or manufacture such inventory, such right to be exercised within [***] after the effective date of termination; and

(j) in the event termination is by Celgene pursuant to Section 10.3.2, subject to Section 10.6.2, and Forma Inc. or its Affiliate or sublicensee, each by itself or with or through a Third Party, subsequently sells, has sold or commercializes any corresponding Licensed Product (other than a Licensed Product that does not comprise, incorporate or otherwise use any Patents or Know-How Controlled by Celgene that are licensed to Forma Inc. under this Agreement) upon termination and receives any remuneration therefor, then Forma Inc. or its Affiliate or sublicensee will pay to Celgene a royalty rate (net of any applicable withholding taxes) with respect to net sales of such Licensed Product worldwide to be agreed upon by the Parties, but in no event to exceed [***] ([***]%); provided, that if such termination is limited to a particular Licensed Product or country, then (A) all of the foregoing licenses (whether terminated or granted), rights and obligations shall be limited to such particular Licensed Product or country, as applicable, and (B) the obligation to return or destroy Confidential Information of the other Party set forth in the foregoing subclause (b) shall be limited to that Confidential Information that is solely related to such particular Licensed Product or country, as applicable. Further, any Know-How (including materials and Regulatory Data), Regulatory Filings, Regulatory Approvals and any other data or information transferred by Celgene to Forma Inc. pursuant to this Section 10.6.1 is provided "as is" without warranty of any kind, whether express or implied, including warranties of title or non-infringement or the implied warranties of merchantability or fitness for a particular use.

10.6.2 Termination by Celgene pursuant to Section 10.3.2 for Specified Material Breaches or 10.5 (Termination for Bankruptcy). In the event Celgene has provided Forma Inc. with written notice pursuant to Section 10.3.2 of Forma Inc.'s material breach of any of the following provisions: ARTICLE 4 or ARTICLE 7, or Section 11.4 (each, a "***Specified Material Breach***") and such Specified Material Breach is not cured within the cure period set forth in Section 10.3.2 or finally determined pursuant to the dispute resolution terms of Section 11.6, or Celgene terminates this Agreement pursuant to Section 10.5, all rights and obligations of the Parties under this Agreement shall terminate, except that the licenses granted in Sections 6.1 shall survive, and Celgene's payment obligations (subject to this Section 10.6.2), and Section 10.7 shall survive. In addition, with respect to any Patent Controlled by Forma Inc. or any of its Affiliates that is licensed to Celgene under this Agreement, as between the Parties, Celgene shall have the first right (but not the obligation) to Prosecute and Maintain, enforce and defend such Patents and Forma Inc. shall provide such assistance and cooperation as may be reasonably necessary in connection therewith.

10.6.3 Termination by Forma Pursuant to Section 10.4 (Termination for Patent Challenges). Upon termination of this Agreement by Forma Inc. pursuant to Section 10.4, as of

the effective date of such termination, all licenses granted by one Party to the other Party under this Agreement with respect to the challenged Patent shall terminate automatically. All other terms and provisions of this Agreement shall remain in effect.

10.6.4 Survival of Sublicensees. Notwithstanding the foregoing, no termination of this Agreement shall be construed as a termination of any sublicense of any Sublicensee hereunder, and thereafter each such Sublicensee shall be considered a direct licensee of Forma Inc.; provided that such Sublicensee agrees in writing to assume all applicable obligations of Celgene under this Agreement.

10.7 Surviving Provisions.

10.7.1 Accrued Rights; Remedies. Termination, relinquishment or expiration of this Agreement for any reason shall be without prejudice to any rights that shall have accrued to the benefit of any Party prior to such termination, relinquishment or expiration, including the payment obligations under ARTICLE 5 hereof, and any and all damages or remedies (whether in law or in equity) arising from any breach hereunder. Such termination, relinquishment or expiration shall not relieve any Party from obligations which are expressly indicated to survive termination of this Agreement. Except as otherwise expressly set forth in this Agreement, the termination provisions of this ARTICLE 10 are in addition to any other relief and remedies available to either Party under this Agreement and at Law.

10.7.2 Survival. Notwithstanding any provision herein to the contrary, the rights and obligations of the Parties set forth in Section 2.6 (No Representations), last sentence of Section 3.1 (No Representations of Forma) Section 6.2 (Ownership), ARTICLE 7 (Confidentiality), Section 8.5 (Disclaimer), ARTICLE 9 (Indemnification; Insurance) (except Section 9.5), Section 10.6 (Effects of Termination), Section 10.7 (Surviving Provisions), and ARTICLE 11 (Miscellaneous), as well as any rights or obligations otherwise accrued hereunder (including any unpaid accrued payment obligations existing as of the date of such expiration or termination), shall survive the expiration or termination of this Agreement. For the avoidance of doubt, in the event notice of termination of this Agreement is given prior to achievement of any milestone set forth in ARTICLE 5, Celgene shall not be obligated to make any milestone payment to Forma Inc. with respect to any milestone achieved following the notice of such termination, except that with respect to notice of termination under Section 10.3.2 or 10.3.3 for a breach that is disputed by the allegedly breaching Party, such milestones shall become payable pursuant to Section 10.3.3(c).

10.7.3 Right to Set-off. Each Party has the right at all times to retain and set off [***] ([***]%) of the amount of any Damages as judicially determined in a final judgment to be payable to the other Party against [***] ([***]%) of any amounts due and owing to the other Party under this Agreement.

ARTICLE 11
MISCELLANEOUS

11.1 Severability. If any one or more of the terms or provisions of this Agreement is held by a court of competent jurisdiction or arbitrator to be void, invalid or unenforceable in any situation in any jurisdiction, such holding shall not affect the validity or enforceability of the

remaining terms and provisions hereof or the validity or enforceability of the invalid, void or unenforceable term or provision in any other situation or in any other jurisdiction and the term or provision shall be considered severed from this Agreement, unless the invalid or unenforceable term or provision is of such essential importance to this Agreement that it is to be reasonably assumed that the Parties would not have entered into this Agreement without the invalid or unenforceable term or provision. If the final judgment of such court or arbitrator declares that any term or provision hereof is invalid, void or unenforceable, the Parties agree to (a) reduce the scope, duration, area or applicability of the term or provision or to delete specific words or phrases to the minimum extent necessary to cause such term or provision as so reduced or amended to be enforceable, and (b) make a good faith effort to replace any invalid or unenforceable term or provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Agreement may be realized.

11.2 Notices. Any notice required or permitted to be given by this Agreement shall be in writing and in English and shall be (a) delivered by hand or by overnight courier with tracking capabilities, (b) mailed postage prepaid by first class, registered, or certified mail, or (c) delivered by facsimile followed by delivery via either of the methods set forth in Section 11.2, in each case, addressed as set forth below unless changed by notice so given:

If to Celgene:

Celgene Corporation
86 Morris Avenue
Summit, NJ 07901
Attention: Senior Vice President Business Development
Telephone: [***]
Facsimile: [***]

With copies to:

Celgene Corporation
86 Morris Avenue
Summit, New Jersey 07901
Attention: General Counsel
Telephone: [***]
Facsimile: [***]

And:

Dechert LLP
1900 K St NW
Washington, DC 20006
Attention: [***]
Telephone: [***]
Facsimile: [***]

If to Forma Inc.:

Forma Therapeutics, Inc.
500 Arsenal St, Suite 100
Watertown, MA 02472
Attention: Chief Business Officer
Telephone: [***]
Facsimile: [***]

With a copy to:

Forma Therapeutics, Inc.
500 Arsenal St, Suite 100
Watertown, MA 02472
Attention: General Counsel
Telephone: [***]
Facsimile: [***]

And:

Polsinelli PC
One International Place
Suite 3900
Boston, MA 02110
Attention: [***]
Telephone: [***]
Facsimile: [***]

Any such notice shall be deemed given on the date received, except any notice received after 5:30 p.m. (in the time zone of the receiving party) on a Business Day or received on a non-Business Day shall be deemed to have been received on the next Business Day. A Party may add, delete, or change the person or address to which notices should be sent at any time upon written notice delivered to the other Parties in accordance with this Section 11.2.

11.3 Force Majeure. Except for the payment of money, no Party shall be liable for delay or failure in the performance of any of its obligations hereunder if such delay or failure is due to Force Majeure; provided, however, that the affected Party promptly notifies the other Parties and further provided that the affected Party shall use its commercially reasonable efforts to avoid or remove such causes of non-performance and to mitigate the effect of such occurrence, and shall continue performance with the utmost dispatch whenever such causes are removed. When such circumstances arise, the Parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution.

11.4 Assignment. This Agreement may not be assigned by any Party, nor may any Party delegate its obligations or otherwise transfer licenses or other rights created by this Agreement, except as expressly permitted hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld, delayed or conditioned; provided that, for the avoidance of doubt, none of the following, in and of itself, shall be deemed to constitute an assignment of this Agreement by a Party: (a) a sale or transfer of the capital stock or equity

interests of a Party (including pursuant to a tender offer), (b) a conversion of a Delaware limited liability company to a Delaware corporation pursuant to DGCL 265, (c) an election filed on IRS Form 8832 with respect to such Party or (d)a merger or consolidation involving such Party (including a holding company merger) where such Party is the surviving entity; and provided further that without consent of the other Party:

(i) Celgene may assign this Agreement, or any rights or obligations hereunder, in whole or in part, to (A) an Affiliate (and an Affiliate of Celgene may assign this Agreement to another Affiliate of Celgene or to Celgene) or (B) its successor in connection with the merger, consolidation, or sale of all or substantially all of its assets or that portion of its business pertaining to the subject matter of this Agreement;

(ii) Forma Inc. or Forma Parent may assign this Agreement, or any rights or obligations hereunder, in whole or in part, to (A) an Affiliate (and an Affiliate of Forma Inc. or Forma Parent may assign this Agreement to another Affiliate of Forma Inc. or Forma Parent or to Forma Inc. or Forma Parent) or (B) its successor in connection with the merger, consolidation, or sale of all or substantially all of its assets or that portion of its business pertaining to the subject matter of this Agreement; in each case, so long as: (1) Forma Inc. or Forma Parent, as applicable, provides Celgene with advance written notice of such assignment at least ten (10) Business Days prior to any assignment under clause (A) above and at least twenty (20) Business Days prior to any assignment under clause (B) above, (2) Forma Inc. remains fully liable for the performance of its obligations under this Agreement by its assignee following the assignment, (3) the assignee irrevocably and unconditionally assumes full performance of all assigned obligations, (4) in the case of an assignment by Forma Inc., all Forma IP and Forma Inc.'s interests in the Joint IP are transferred to such assignee concurrent with such assignment, (5) Celgene continues to be provided with the full benefits of its rights under this Agreement following such assignments (after taking into account all risks involving applicable counter-party performance and bankruptcy and insolvency risks, including those involving contractual rejection under 11 USC §365) as if no such assignment(s) had occurred and (6) Forma Inc. delivers to Celgene written evidence, upon which Celgene is entitled to rely, of (2), (3), (4) and (5) prior to such assignment; provided, that, (I) Forma Inc. may only assign such Forma IP or Joint IP to an Affiliate if such Affiliate becomes a party to this Agreement pursuant to an amendment to this Agreement whereby such Affiliate would agree to assume all obligations hereunder, and grant to Celgene all rights hereunder, with respect to the assets so assigned; and (II) Forma Inc. or Forma Parent may only assign this Agreement if it assigns any and all assets held by Forma Inc. or Forma Parent, as the case may be, with respect thereto, to the same assignee, at the same time.

Forma Inc. and Forma Parent may assign their rights to receive payments under Article 5 to any Third Party (so long as such payments remain subject to all other terms and conditions of this Agreement) and will give notice to Celgene of any such assignment.

The terms of this Agreement will be binding upon and will inure to the benefit of the successors, heirs, administrators and permitted assigns of the Parties. Any purported assignment in violation of this Section 11.4 will be null and void *ab initio.*

11.5 Waivers and Modifications. The failure of any Party to insist on the performance of any obligation hereunder shall not be deemed to be a waiver of such obligation. Waiver of any

breach of any provision hereof shall not be deemed to be a waiver of any other breach of such provision or any other provision on such occasion or any succeeding occasion. No waiver, modification, release, or amendment of any obligation under or provision of this Agreement shall be valid or effective unless in writing and signed by the Parties against whom enforcement is sought.

11.6 Informal Dispute Resolution. In the event of any dispute, controversy or claim between, on the one hand, Forma Parent or Forma Inc. (as applicable), and, on the other hand, Celgene, in connection with this Agreement, the construction hereof, or the rights, duties, or liabilities of any Party (collectively, "***Disputes***"), Forma Inc. (on behalf of itself and/or Forma Parent) and Celgene shall first attempt in good faith to resolve such dispute by negotiation and consultation between themselves. If such Dispute is not resolved on an informal basis within ten (10) Business Days, either Forma Inc. (on behalf of itself and/or Forma Parent) or Celgene may, by written notice to Celgene or Forma Inc. and/or Forma Parent (as applicable), respectively, refer the dispute to the Executive Officers for attempted resolution by good faith negotiation within twenty (20) Business Days after such notice is received. Such Executive Officers shall attempt in good faith promptly to resolve such Dispute. If any matter is not resolved under the foregoing provisions, Forma Inc. and/or Forma Parent (as applicable) or Celgene may, at its sole discretion, seek resolution of such matter in accordance with Section 11.7. Notwithstanding the foregoing, each Party shall have the right to seek equitable relief pursuant to Section 11.7 during any negotiations under this Section 11.6 if necessary to protect the interests of such Party or to preserve the status quo pending such negotiations.

11.7 Choice of Law; Jurisdiction; Venue. This Agreement shall be governed by, enforced, and shall be construed in accordance with the Laws of the State of New York without regard to any conflicts of law provision that would result in the application of the Laws of any State other than the State of New York and excluding the United Nations Convention on Contracts for the International Sale of Goods; provided however that with respect to matters involving the enforcement of intellectual property rights, the Laws of the applicable country shall apply. Each Party hereby irrevocably and unconditionally (a) consents to submit to the non-exclusive jurisdiction of the state and federal courts located in New York, New York, for any Actions or Proceeding arising out of or relating to this Agreement and the transactions contemplated hereby and (b) waives any objection to the laying of venue of any Action or Proceeding arising out of this Agreement or the transactions contemplated hereby in the state and federal courts of New York, New York, and agrees not to plead or claim in any such court that any such Action or Proceeding brought in any such court has been brought in an inconvenient forum. In addition, during the pendency of any dispute under this Agreement initiated before the end of any applicable cure period, (i) this Agreement will remain in full force and effect, (ii) the provisions of this Agreement relating to termination will not be effective, (iii) the time periods for cure as to any termination notice given prior to the initiation of the court proceeding will be tolled, and (iv) neither Party will issue a notice of termination pursuant to this Agreement based on the subject matter of the court proceeding (and no effect will be given to previously issued termination notices), until the court has confirmed the existence of the facts claimed by a Party to be the basis for the asserted material breach.

11.8 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION,

PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

11.9 Relationship of the Parties. Forma Inc. and Celgene are independent contractors under this Agreement. Nothing contained herein is intended or is to be construed so as to constitute (a) Forma Inc. as partner, agent, or joint venturer of Celgene or (b) Celgene as a partner, agent or joint venturer of Forma Inc. Neither Forma Inc. nor Celgene shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of Celgene or Forma Inc., respectively, or to bind Celgene or Forma Inc., respectively, to any contract, agreement, or undertaking with any Third Party. There are no express or implied third party beneficiaries hereunder.

11.10 Entire Agreement. This Agreement, together with the attached Exhibits and Schedules, contains the entire agreement by the Parties with respect to the subject matter hereof and supersedes any prior express or implied agreements, understandings and representations, either oral or written, which may have related to the subject matter hereof in any way, including any and all term sheets relating to the transactions contemplated by this Agreement and exchanged between the Parties prior to the Effective Date.

11.11 Counterparts. This Agreement may be executed in counterparts with the same effect as if both Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument. Any such counterpart, to the extent delivered by Electronic Delivery shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent that such defense relates to lack of authenticity.

11.12 Equitable Relief. Notwithstanding anything the contrary herein, the Parties shall be entitled at any time to seek equitable relief, including injunction and specific performance, as a remedy for any breach of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity. The Parties further agree not to raise as a defense or objection to the request or granting of such relief that any breach of this Agreement is or would be compensable by an award of money damages.

11.13 Interpretation. This Agreement has been diligently reviewed by and negotiated by and between the Parties, in such negotiations each of them has been represented by competent counsel, and the final agreement contained herein, including the language whereby it has been expressed, represents the joint efforts of the Parties and their counsel. Accordingly, in interpreting this Agreement or any provision hereof, no presumption shall apply against any Party as being responsible for the wording or drafting of this Agreement or any such provision, and ambiguities, if any, in this Agreement shall not be construed against any Party, irrespective of which Party may be deemed to have authored the ambiguous provision.

(a) The definitions of the terms herein shall apply equally to the singular and plural forms of the terms defined and where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The word “will” shall be construed to have the same meaning and effect as the word “shall.” The word “any” shall mean “any and all” unless otherwise clearly indicated by context. The word “including,” “includes,” “include,” “for example,” and “e.g.” will be deemed to be followed by the words “without limitation.” The word “or” is disjunctive but not necessarily exclusive. The words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) Unless the context requires otherwise, (i) 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 or therein), (ii) any reference to any Laws herein shall be construed as referring to such Laws as from time to time enacted, repealed, or amended, (iii) any reference herein to any Person shall be construed to include the Person’s successors and assigns, and (iv) all references herein to Articles, Sections, Schedules or Exhibits, unless otherwise specifically provided, shall be construed to refer to Articles, Sections, Schedules and Exhibits of this Agreement.

(c) Headings, captions and the table of contents are for convenience only and are not to be used in the interpretation of this Agreement.

(d) No prior draft of this Agreement nor any course of performance or course of dealing shall be used in the interpretation or construction of this Agreement. No parole evidence shall be introduced in the construction or interpretation of this Agreement unless the ambiguity or uncertainty in issue is plainly discernable from a reading of this Agreement without consideration of any extrinsic evidence.

(e) Although the same or similar subject matters may be addressed in different provisions of this Agreement, the Parties intend that, except as reasonably apparent on the face of the Agreement or as expressly provided in this Agreement, each such provision shall be read separately, be given independent significance and not be construed as limiting any other provision of this Agreement (whether or not more general or more specific in scope, substance or content).

(f) The doctrine of election of remedies shall not apply in constructing or interpreting the remedies provisions of this Agreement or the equitable power of a court or arbitrator considering this Agreement or the transactions contemplated hereby.

(g) It is understood and agreed that neither the specifications of any dollar amount in this Agreement nor the inclusion of any specific item in the Schedules or Exhibits is intended to imply that such amounts or higher or lower amounts, or the items so included or other items, are or are not material, and neither Party shall use the fact of setting of such amounts or the fact of the inclusion of such item in the Schedules or Exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter is or is not material for purposes hereof.

11.14 Further Assurances. Each Party shall execute, acknowledge and deliver such further instruments, and do all such other acts, as may be necessary or appropriate in order to carry out the expressly stated purposes and the clear intent of this Agreement.

11.15 Consistent Reporting. Solely for U.S. federal, state and local Tax and accounting purposes, the Parties intend that all payments made by Celgene under this Agreement shall be treated as fees, royalties, milestone payments, or similar payments (and not as consideration for the sale or exchange of property), and the Parties shall treat all such payments consistently with this Section 11.15 in all relevant respects unless otherwise required by Law.

[Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this [***] LICENSE AGREEMENT to be executed by their respective duly authorized officers as of the Effective Date.

FORMA THERAPEUTICS, INC.

By: /s/ Steven Tregay
Name: Steven Tregay, Ph.D.
Title: President

CELGENE ALPINE INVESTMENT COMPANY II, LLC

By: /s/ Kevin Mello
Name: Kevin Mello
Title: Manager

Solely for purposes of Articles 4, 5, 7 and 9:

FORMA THERAPEUTICS HOLDINGS, LLC

By: /s/ Steven Tregay
Name: Steven Tregay, Ph.D.
Title: President

EXHIBIT A

Defined Terms

"**Accounting Principles**" means either U.S. generally accepted accounting principles, consistently applied ("**GAAP**") or International Financial Reporting Standards ("**IFRS**"), as designated and used by the applicable Party in preparing its financial statements from time to time.

"**Action**" means any claim, cause of action, demand, notice (including notice of potentially responsible party status under applicable environmental law), litigation, action, suit, arbitration, or mediation in any jurisdiction, foreign or domestic, or to, from, by or before any Governmental Authority.

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with such Person. For the purposes of this definition, the term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") as used with respect to a Person means (a) direct or indirect ownership of more than fifty percent (50%) of the voting securities or other voting interest of any Person (including attribution from related parties), (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract, as a general partner, as a manager, or otherwise. For clarity, each Subsidiary is an Affiliate of Forma Parent and Forma Inc., unless and until a Business Combination of such Subsidiary occurs. Further, for purposes of this Agreement, none of Forma Parent, Forma Inc. or any Subsidiary is an Affiliate of Celgene as of the Effective Date or anytime thereafter (except in the case of where Celgene acquires more than fifty percent (50%) of the voting securities or other voting interest of any such Person).

"**Agreement**" has the meaning set forth in the Introductory Paragraph of the applicable agreement.

"**Antitrust Law**" means the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other Laws of the United States, a state or territory thereof, or any foreign government that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

"**Bankruptcy Code**" means the U.S. Bankruptcy Code and any foreign equivalent thereto in any country having jurisdiction over a Party or its assets.

"**Business Combination**" means with respect to a Person, any of the following events: (a) any Third Party (or group of Third Parties acting in concert) acquires, directly or indirectly, shares of such Person representing [***] ([***]%) or more of the voting shares (where voting refers to being entitled to vote for the election of directors) then outstanding of such Person; (b) such Person consolidates with or merges into another corporation or entity which is a Third Party, or any corporation or entity which is a Third Party consolidates with or merges into such Person, in either event pursuant to a transaction in which more than [***] ([***]%) of the voting shares of the acquiring or resulting entity outstanding immediately after such consolidation or merger is not held by the holders of the outstanding voting shares of such Person immediately preceding such consolidation or merger; or (c) such Person conveys, transfers or leases all or substantially all of its assets to a Third Party; it being understood that, with respect to any Subsidiary, references to "Third Party" in this definition shall include Celgene.

"**Business Day**" means a day other than Saturday, Sunday, or any day on which commercial banks located in New York, New York are authorized or required by Law to close.

"**Calendar Quarter**" means the period beginning on the Effective Date of the Agreement and ending on the last day of the calendar quarter in which such Effective Date falls, and thereafter each successive period of three (3) consecutive calendar months ending on the last day of March, June, September, or December, respectively; *provided* that, the final Calendar Quarter shall end on the last day of the Term of the Agreement, or, in the event an applicable Royalty Term extends beyond the last day of such Term, the last day of such Royalty Term.

"**Calendar Year**" means the period beginning on the Effective Date of the Agreement, as applicable, and ending on December 31 of the calendar year in which such Effective Date falls, and thereafter each successive period of twelve (12) consecutive calendar months beginning on January 1 and ending on December 31; *provided* that, the final Calendar Year shall end on the last day of the Term of the Agreement, or, in the event an applicable Royalty Term extends beyond the last day of such Term of the Agreement, the last day of such Royalty Term.

"[***]" means the Celgene compound designated as [***].

"**Celgene**" has the meaning set forth in the Introductory Paragraph of the Agreement.

"**Celgene IP**" means, collectively:

(a) "**Celgene Know-How**," which means Know-How Controlled by Celgene or any of its Affiliates that comprises or is incorporated in, or otherwise is used by Celgene or any of its Affiliates to develop or commercialize, a Licensed Compound or Licensed Product as of the termination of this Agreement; and

(b) "**Celgene Patents**," which means Patents Controlled by Celgene or any of its Affiliates that claim the development, manufacture or commercialization of a Licensed Compound or Licensed Product as of the termination of this Agreement.

For clarity, the use of "Affiliate" in this definition shall exclude any Third Party that becomes an Affiliate after the Effective Date due to a Business Combination by such Third Party or its Affiliate of Celgene (that is, a parent company of Celgene or an Affiliate of such parent company) that was not either Celgene or an Affiliate thereof before such Business Combination (or any successor or assign thereafter), and Celgene Background IP shall exclude any Know-How and Patents Controlled by the Third Party (or any Affiliate thereof, excluding Celgene) prior to such Business Combination.

"**Celgene Indemnitee**" means Celgene and its Affiliates, and their respective officers, directors, employees, agents, and their respective successors, heirs and assigns, and representatives.

"**Claims**" means any and all suits, claims, actions, proceedings or demands brought by a Third Party.

"**Clinical Test Data**" shall be deemed to include all information related to clinical or non- clinical testing, including patient report forms, investigators' reports, biostatistical, pharmaco-economic and other related analyses, Regulatory Filings and communications, and the like.

"**Clinical Trial**" means a human clinical trial, including any Phase 1 Clinical Trial, Phase 2 Clinical Trial or Phase 3 Clinical Trial, any study incorporating more than one of these phases, or any post-Regulatory Approval clinical trial.

"**Code**" means the Internal Revenue Code of 1986, as the same is amended from time to time.

"**Commercially Reasonable Efforts**" means such efforts that are consistent with the efforts and resources then used by Celgene (or Celgene's Affiliates, Sublicensees, subcontractors or other collaborators), as applicable, in the exercise of its commercially reasonable practices relating to an exercise or obligation under this Agreement, including the research, development (including seeking Regulatory Approval), manufacture and commercialization of a pharmaceutical or biological product, as applicable, at a similar stage in its research, development or commercial product life as the relevant Licensed Compounds or Licensed Products, and that has commercial and market potential similar to the relevant Licensed Compounds or Licensed Products, taking into account issues of intellectual property scope, subject matter and coverage, safety and efficacy, stage of development, product profile, competitiveness of the marketplace, proprietary position, regulatory exclusivity, anticipated or approved labeling, present and future market potential, the likelihood of receipt of Regulatory Approval, profitability (including pricing and reimbursement status achieved or likely to be achieved), commercial potential of the product to Celgene (including the amounts payable to licensors of patent or other intellectual property rights but excluding any amounts payable under this Agreement), alternative products, legal issues and other relevant factors. Commercially Reasonable Efforts shall be determined on a country-by-country, market-by-market and Indication-by-Indication basis for a particular Licensed Product, and it is anticipated that the level of effort will be different for different markets, and will change over time, reflecting changes in the status of the Licensed Product and the country(ies), market(s) and Indication(s) involved.

"**Comparable Third Party Product**" means, on a country-by-country basis, any pharmaceutical product that (a) is sold by a Third Party under a Regulatory Approval granted by a Regulatory Authority to such Third Party; (b) contains the identical active ingredient(s) (including an active moiety) as an approved Licensed Product of Celgene, its Affiliates or its Sublicensee; and (c) is approved pursuant to (i) an abbreviated new drug application or under Section 505(b)(2) of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, and the regulations promulgated thereunder, or any amended or successor abbreviated route of approval, (ii) Article 10.1 of Directive 2001/83/EC of the European Parliament and Council of 6 November 2001, or any enabling legislation thereof, or any amended or successor abbreviated route of approval, or (iii) any Laws or abbreviated routes of approval in any other countries worldwide that are comparable to those described in subclause (i) or (ii). A pharmaceutical product that is AB-rated or comparably rated in any jurisdiction outside the United States to the applicable Licensed Product shall be a Comparable Third Party Product with respect to such Licensed Product.

"**Confidential Information**" means, with respect to a Party, all non-public, confidential and proprietary information and materials, including processes, formulae, data, Know-How,

improvements, inventions, materials, chemical structures, techniques, marketing plans, strategies, and customer lists, in each case, that are disclosed by such Party to the other Party, regardless of whether any of the foregoing are marked "confidential" or "proprietary" or communicated to the other Party by the disclosing Party in oral, written, visual, graphic, or electronic form.

"**Contract**" means any agreement, understanding, contract, note, bond, deed, mortgage, lease, sublease, license, sublicense, instrument, commitment, promise, undertaking or other arrangement, whether written or oral.

"**Control**", "**Controls**" or "**Controlled**" means, with respect to any intellectual property, material or item, possession of the right (whether through ownership or license (other than a license granted in the applicable agreement)) to grant the licenses or sublicenses as provided under the applicable agreement without violating the terms of any then-existing agreement with any Third Party and (subject to the immediately succeeding sentence) creating or increasing any payment obligation to a Third Party, including any royalty or milestone payment (the "**Additional Payments**"). Notwithstanding the foregoing, if on or after the Effective Date and for such time as the other Party agrees to pay and does in fact pay all Additional Payments, including as set forth in Article 5, with respect to such Party's use of or license to such intellectual property, such intellectual property shall be deemed to be included in the definition of "Control". In the event of a Business Combination with respect to a Party, the intellectual property owned or controlled by the Third Party to the applicable Business Combination transaction shall not be included in the definition of "Control" unless such intellectual property (a) is generated in the performance of activities under this Agreement, (b) was Controlled by such Party prior to such Business Combination, or (c) becomes Controlled by such Party after such Business Combination through possession of the right (whether through ownership or license (other than a license granted in the applicable agreement)) to grant the licenses or sublicenses as provided under the applicable agreement without violating the terms of any then- existing agreement with any Third Party and creating or increasing any Additional Payments (*provided*, that for such time as the other Party agrees to pay and does in fact pay all Additional Payments, including as set forth in Article 5, with respect to such Party's use of or license to such intellectual property, such intellectual property shall be deemed to be included in the definition of "Control").

"**Cover**", "**Covering**" or "**Covered**", means (a) with reference to a Patent, that the manufacture, use, offer for sale, sale or importation of a product or practice of a method would infringe such Valid Claim of such Patent in the country in which such activity occurs absent a license thereto (or ownership thereof) and considering a Valid Claim of a patent application for the time period specified in the definition of "Valid Claim", and (b) with reference to Know-How, that the manufacture, development or commercialization of a product incorporate, embodies or otherwise makes use of such Know-How.

"**Damages**" means all claims, threatened claims, damages, losses, suits, proceedings, liabilities, costs (including reasonable legal expenses, costs of litigation and reasonable attorney's fees), or judgments, whether for money or equitable relief, of any kind and is not limited to matters asserted by Third Parties against a Party, but includes damages, losses, suits, proceedings, liabilities, costs (including reasonable legal expenses, costs of litigation and reasonable attorney's fees), or judgments incurred or sustained by a Party in the absence of Third Party claims; *provided* that no Party shall be liable to hold harmless or indemnify the Celgene Indemnitees or Forma Indemnitees,

as applicable, for any damages, losses, suits, proceedings, liabilities or costs for punitive or exemplary damages, except to the extent the Party seeking indemnification is actually liable to a Third Party for such punitive or exemplary damages in connection with a claim by such Third Party.

"**Disclosing Party**" has the meaning set forth in Article 7.

"**Dispute Notice**" has the meaning set forth in Section 9.3.2.

"**Disputes**" has the meaning set forth in Section 11.6.

"**Dollar**" or "**$**" means the lawful currency of the United States.

"**Effective Date**" has the meaning set forth in the Introductory Paragraph.

"**EU**" means all countries that are officially recognized as member states of the European Union at any particular time during the term of the Agreement.

"**Excluded Activities**" has the meaning set forth in Section 4.1.

"**Executive Officers**" means the [***].

"**Existing Forma Agreements**" has the meaning set forth in Section 8.2(b).

"**Existing License Agreement**" has the meaning set forth in the preamble.

"**FDA**" means the U.S. Food and Drug Administration, and any successor entity thereto.

"**Field**" means any use or purpose, including [***].

"**First Commercial Sale**" means, on a Licensed Product-by-Licensed Product basis, the first sale for which revenue has been recognized by Celgene or its Affiliates or Sublicensees for use or consumption by the general public of such Licensed Product in any country worldwide for which all Regulatory Approvals (including pricing and reimbursement approvals) that may be legally required in order to sell such Licensed Product in such country have been granted; in each case *provided however* that the following shall not constitute a First Commercial Sale:

(a) [***];

(b) [***]; and

(c) [***].

"**Force Majeure**" means causes beyond a Party's reasonable control, including acts of God, fires, earthquakes, acts of war, terrorism, or civil unrest.

"**Forma Inc.**" means Forma Therapeutics, Inc., a Delaware corporation.

"**Forma IP**" means collectively:

(a) "**Forma Know-How**," which means all Know-How Controlled by Forma Inc. or any of its Affiliates as of the Effective Date or thereafter during the Term that (a) is necessary or useful for the research, development, manufacture and/or commercialization of any Licensed Compound or Licensed Product, or (b) comprises or is incorporated or otherwise used in (including in the manufacture of) any Licensed Compound or Licensed Product; and

(b) "**Forma Patents**," which means all Patents Controlled by Forma Inc. or any of its Affiliates as of the Effective Date or thereafter during the Term that (i) claim the composition of matter of, or use, manufacture, distribution, sale or formulation of, any Licensed Compound or Licensed Product, or (ii) are necessary or useful to the composition, production, use, research, development, manufacture or commercialization of, any Licensed Compound or Licensed Product, including the patents and patent applications listed on Exhibit B. Each additional Forma Patent during the Term shall automatically be added to Exhibit B upon coming into existence. For clarity, the use of "Affiliate" in this definition shall exclude any Third Party that becomes an Affiliate after the Effective Date due to a Business Combination by such Third Party or its Affiliate of Forma (that is, a parent company of Forma or an Affiliate of such parent company) that was not either Forma or an Affiliate thereof before such Business Combination (or any successor or assign thereafter), and Forma Background IP shall exclude any Know-How and Patents Controlled by the Third Party (or any Affiliate thereof, excluding Forma) prior to such Business Combination.

"**Forma Indemnitees**" has the meaning set forth in Section 9.1.

"**Forma In-Licenses**" has the meaning set forth in Section 8.2(b).

"**Forma Parent**" means Forma Therapeutics Holdings, LLC, a Delaware limited liability company.

"**Forma Phase 1 Clinical Trial**" means the Phase 1 Clinical Trial having the following identifier on clinicaltrials.gov: NCT02543879.

"**Good Clinical Practices**" or "**GCP**" means the ethical and scientific quality standards for designing, conducting, recording, and reporting trials that involve the participation of human subjects as are required by applicable Regulatory Authorities or Law in the relevant jurisdiction. In the United States, GCP shall be based on Good Clinical Practices established through FDA guidances (including Guideline for Good Clinical Practice - ICH Harmonized Tripartite Guideline (ICH E6)), and, outside the United States, GCP shall be based on Guideline for Good Clinical Practice - ICH Harmonized Tripartite Guideline (ICH E6).

"**Good Laboratory Practices**" or "**GLP**" means the then-current good laboratory practice standards promulgated or endorsed by the FDA, as defined in U.S. 21 C.F.R. Part 58 (or such other comparable regulatory standards in jurisdictions outside the U.S. to the extent applicable to the relevant toxicology study, as they may be updated from time to time).

"**Good Manufacturing Practices**" or "**GMP**" means all applicable standards relating to manufacturing practices for fine chemicals, intermediates, bulk products and/or finished pharmaceutical products, including (a) all applicable requirements detailed in the FDA's current Good Manufacturing Practices regulations, U.S. 21 C.F.R. Parts 210 and 211 and The Rules Governing Medicinal Products in the European Community, Volume IV, Good Manufacturing

Practice for Medicinal Products, as each may be amended from time to time, and (b) all Laws promulgated by any Governmental Authority having jurisdiction over the manufacture of any Collaboration Compound, Lead Candidate, Licensed Compound or Licensed Product, as applicable.

"**Governmental Authority**" means any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or entity and any court or other tribunal); (d) multinational organization or body; or (e) individual, entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

"**Governmental Authorization**" means any (a) Order, permit, license, certificate, franchise, concession, approval, consent, ratification, permission, clearance, confirmation, endorsement, waiver, certification, designation, rating, registration, qualification or authorization that is, has been or may in the future be issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law; or (b) right under any Contract with any Governmental Authority.

"**Hatch-Waxman Act**" means the U.S. Hatch-Waxman Act or Public Health Service Act, and any ex-U.S. equivalent of the Hatch-Waxman Act.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules promulgated thereunder.

"**IND**" means an investigational new drug application (including any amendment or supplement thereto) submitted to the FDA pursuant to U.S. 21 C.F.R. Part 312, including any amendments thereto. References herein to IND shall include, to the extent applicable, any comparable filing(s) outside the U.S. for the investigation of any product in any other country or group of countries (such as a Clinical Trial Application ("**CTA**") in the EU).

"**Indebtedness**" means, without duplication (a) all indebtedness for borrowed money, (b) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (other than trade payables entered into in the ordinary course of business), (c) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (d) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, (e) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (f) all monetary obligations under any leasing or similar arrangement which, in connection with Accounting Principles, consistently applied for the periods covered thereby, is classified as a capital lease, (g) all indebtedness referred to in clauses (a) through (f) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured

by) any mortgage, lien, pledge, charge, security interest or other encumbrance upon or in any property or assets (including accounts and Contract rights) owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness, and (h) all contingent obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (a) through (g) above.

"**Indemnification Claim**" has the meaning set forth in Section 9.3.1.

"**Indemnitor**" means the indemnifying Party.

"**Indication**" means any human disease or condition, or sign or symptom of a human disease or condition. Notwithstanding the foregoing, different lines of treatment of an Indication will not be considered a separate Indication; the treatment and prevention of separate varieties of an Indication or precursor condition will not be a separate Indication; and the treatment or prevention of an Indication in a different population will not be a separate Indication (e.g., adult and pediatric)).

"**Indirect Taxes**" has the meaning set forth in Section 5.4.3(a).

"**IRS**" means the U.S. Internal Revenue Service.

"**Joint IP**" means the Joint Know-How and Joint Patents.

"**Joint Know-How**" means any improvements, inventions, works-of-authorship, and developments discovered, invented, created or developed by or on behalf of both Parties and their respective Affiliates in the course of performance of this Agreement.

"**Joint Patents**" means Patents that Cover any Joint Know-How.

"**Know-How**" means all tangible and intangible:

(a) information, techniques, technology, practices, trade secrets, inventions (whether patentable or not), methods, knowledge, know-how, skill, experience, data, results (including pharmacological, toxicological and clinical test data and results, research data, reports and batch records), analytical and quality control data, analytical methods (including applicable reference standards), full batch documentation, packaging records, release, stability, storage and shelf-life data, and manufacturing process information, results or descriptions, software and algorithms; and

(b) compositions of matter, cells, cell lines, assays, animal models and physical, biological or chemical material.

"**Laws**" means all applicable laws, statutes, rules, regulations, ordinances, orders and other pronouncements having the effect of law of any Governmental Authority.

"**Liability**" means any direct or indirect liability, Indebtedness, obligation, commitment, expense, claim, deficiency, guaranty or endorsement of or by any Person of any type, known or unknown, and whether accrued, absolute, contingent, matured, unmatured or other, including "off-balance sheet" Liabilities.

"**Licensed Compounds**" means any and all compounds set forth in Exhibit C, and includes:

(a) any and all derivatives, modifications and improvements of any such compound, in each case; and

(b) any salt, free acid, free base, clathrate, solvate, hydrate, hemihydrates, anhydride, ester, chelate, conformer, congener, crystal form, crystal habit, polymorph, amorphous solid, homolog, isomer, stereoisomer, enantiomer, racemate, analog, prodrug, isotopic or radiolabeled equivalent, metabolite, conjugate, complex, mixture, serum, solution, lyophilized material, or other formulation, of any such compound.

"**Licensed Product**" means any pharmaceutical product comprising a Licensed Compound, whether or not as the sole active ingredient and in any dosage form or formulation.

"**Litigation Conditions**" means, with respect to a Third Party Claim, (a) such Third Party Claim does not seek injunctive relief or non-monetary damages from the Indemnitee and (b) the Indemnitor expressly agrees in writing that as between the Indemnitor and the Indemnitee, the Indemnitor shall be solely obligated to satisfy and discharge such Third Party Claim in full and is able to reasonably demonstrate that it has sufficient financial resources.

"**MAA**" means a regulatory application filed with the EMA seeking Regulatory Approval of a Licensed Product, and all amendments and supplements thereto filed with the EMA.

"**Manufacturing Transition Costs**" means the direct out-of-pocket costs associated with the transfer by Forma Inc., following the Effective Date, of responsibility for manufacturing activities to Celgene, including costs associated with both the transfer of technology relating to the manufacture of Licensed Compounds and Licensed Products and technical assistance provided by Forma Inc. in relation to such transfer.

"**Marks**" means trade names, trade dress, logos, packaging design, slogans, Internet domain names, registered and unregistered trademarks and service marks and related registrations and applications for registration.

"**Milestone Payments**" has the meaning specified in Section 5.2.

"**NDA**" means a New Drug Application (as more fully described in U.S. 21 C.F.R. Parts 314.50 et seq. or its successor regulation) and all amendments and supplements thereto submitted to the FDA, or any equivalent filing, including an MAA, in a country or regulatory jurisdiction other than the U.S. with the applicable Regulatory Authority, or any similar application or submission for Regulatory Approval filed with a Regulatory Authority to obtain marketing approval for a biological, pharmaceutical or diagnostic product in a country or in a group of countries.

"**Net Sales**" means with respect to any Licensed Product, the gross amounts invoiced by Celgene, its Affiliates and Sublicensees (each, a "**Selling Party**") to Third Party customers for sales of such Licensed Product, less the following deductions actually incurred, allowed, paid, accrued or specifically allocated in its financial statements and calculated in accordance with the Accounting Principles as consistently applied, for:

(a) [***];

(b) [***];

(c) [***];

(d) [***];

(e) [***]; and

(f) [***].

[***].

[***].

[***].

[***]:

[***]; and

[***].

[***].

As used in this definition, "**Combination Product**" means [***].

"**Order**" means any (a) order**,** judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award that is, has been or may in the future be issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Authority or any arbitrator or arbitration panel; or (b) Contract with any Governmental Authority that is, has been or may in the future be entered into in connection with any Proceeding.

"**Party**" or "**Parties**" has the meaning set forth in the Introductory Paragraph of this Agreement.

"**Patent**" means (a) all patents and patent applications in any country or supranational jurisdiction worldwide, (b) any substitutions, divisionals, continuations, continuations-in-part, reissues, renewals, registrations, confirmations, re-examinations, extensions, supplementary protection certificates and the like of any such patents or patent applications, and (c) foreign counterparts of any of the foregoing.

"**Person**" means any individual, partnership, joint venture, limited liability company, corporation, firm, trust, association, unincorporated organization, Governmental Authority, or any other entity not specifically listed in this definition.

"**Pharmacovigilance Agreement**" has the meaning set forth in Section 2.3.5.

"**Phase 1 Clinical Trial**" means a human clinical trial of a product in any country, the principal purpose of which is to determine the metabolism and pharmacological actions of the product in humans, the side effects associated with increasing doses and, if possible, to gain early evidence of effectiveness, as described in U.S. 21 C.F.R. Part 312.21(a), or a similar clinical study prescribed by the relevant Regulatory Authorities in a country other than the United States.

"**Phase 2 Clinical Trial**" means a human clinical trial of a product in any country that would satisfy the requirements of U.S. 21 C.F.R. Part 312.21(b) and is intended to explore a variety of doses, dose response, and duration of effect, and to generate evidence of clinical safety and effectiveness for a particular Indication or Indications in a target patient population, or a similar clinical study prescribed by the relevant Regulatory Authorities in a country other than the United States.

"**Phase 3 Clinical Trial**" means a human clinical trial of a product in any country that would satisfy the requirements of U.S. 21 C.F.R. Part 312.21(c) and is intended to (a) establish that the product is safe and efficacious for its intended use, (b) define contraindications, warnings, precautions and adverse reactions that are associated with the product in the dosage range to be prescribed, and (c) support Regulatory Approval for such product; or a similar clinical study prescribed by the relevant Regulatory Authorities in a country other than the United States.

"**Proceeding**" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation that is, has been or may in the future be commenced, brought, conducted or heard by or before, or that otherwise has involved or may involve, any Governmental Authority or any arbitrator or arbitration panel.

"**Product Infringement**" has the meaning set forth in Section 6.5.1.

"**Product Liability**" means any product liability claims asserted or filed by a Third Party (without regard to their merit or lack thereof), seeking damages or equitable relief of any kind, relating to personal injury, wrongful death, medical expenses, an alleged need for medical monitoring, consumer fraud or other alleged economic losses, allegedly caused by any Licensed Product, and including claims by or on behalf of users of any Licensed Product (including spouses, family members and personal representatives of such users) relating to the use, sale, distribution or purchase of any Licensed Product sold by a Party, its Affiliates, Sublicensees or distributors, including claims by Third Party payers, such as insurance carriers and unions.

"**Program Assets**" has the meaning set forth in Section 4.3.

"**Prosecution and Maintenance**" or "**Prosecute and Maintain**" means, with regard to a Patent, the preparation, filing, prosecution and maintenance (including payment of any patent annuity fees) of such Patent, as well as re-examinations, reissues, appeals, and requests for patent term adjustments and patent term extensions with respect to such Patent, together with the initiation or defense of interferences, positions and other similar proceedings with respect to the particular Patent, and any appeals therefrom. For clarification, "Prosecution and Maintenance" or "Prosecute and Maintain" shall not include any other enforcement actions taken with respect to a Patent.

"**Receiving Party**" has the meaning set forth in Section 7.1.

"**Regulatory Approval**" means the approval, license or authorization of the applicable Regulatory Authority necessary for the marketing and sale of a product for a particular Indication in a country in the world, including pricing and reimbursement approvals that may be legally required in order to sell the product in such country.

"**Regulatory Authority**" means the FDA in the U.S. or any health regulatory authority in any country in the Territory that is a counterpart to the FDA and holds responsibility for granting Regulatory Approval for a product in such country, including the EMA, and any successor(s) thereto.

"**Regulatory-Based Exclusivity**" means, with respect to a Licensed Product in a country, that (a) Celgene or any of its Affiliates or Sublicensees has been granted the exclusive legal right by a Regulatory Authority (or is otherwise entitled to the exclusive legal right by operation of Law) in such country to market and sell the Licensed Product or the active ingredient comprising such Licensed Product in such country, or (b) the data and information submitted by Celgene or any of its Affiliates or Sublicensees to the relevant Regulatory Authority in such country for purposes of obtaining Regulatory Approval may not be disclosed, referenced or relied upon in any way by any Person other than Celgene, its Affiliates or Sublicensees (including by relying upon the Regulatory Authority's previous findings regarding the safety or effectiveness of the Licensed Product) to support the Regulatory Approval or marketing of any product by a Third Party in such country such that market exclusivity is maintained.

"**Regulatory Data**" means all information with respect to a product made, collected or otherwise generated under or in connection with any Clinical Study and such other tests and studies in patients that are (a) required by Law, or otherwise recommended by Regulatory Authorities, to obtain or maintain Regulatory Approvals, or (b) conducted solely in support of pricing or reimbursement for such product or otherwise may be legally required to obtain or maintain Regulatory Approval for such product (including epidemiological studies, modeling and pharmacoeconomic studies, post-marketing surveillance studies, investigator sponsored studies and health economics studies).

"**Regulatory Filings**" means any submission to a Regulatory Authority of any appropriate regulatory application together with any related correspondence and documentation, and will include any submission to a regulatory advisory board, marketing authorization application, and any supplement or amendment thereto. For the avoidance of doubt, Regulatory Filings will include any IND, CTA, NDA, MAA or the corresponding application in any other country or group of countries.

"**Representatives**" means the officers, directors, employees, agents, attorneys, accountants, advisors and representatives of a Person.

"**Residual Information**" means any learning, skills, ideas, concepts, techniques, know-how and information, including general chemistry methodologies and general SAR (structure-activity relationship) concepts, retained in intangible form in the unaided memory of the Receiving Party's directors, employees, contractors, advisors, agents and other personnel of the Receiving Party who had access to the Disclosing Party's Confidential Information.

"**Royalty Payment**" has the meaning set forth in Section 5.3.

"**Royalty Term**" means on a country-by-country and Licensed Product-by-Licensed Product basis, the longer of (a) the expiration of the last Valid Claim of any Forma Patent which Covers the composition of matter, method of use or formulation of any Licensed Product in such country, (b) the expiration of Regulatory-Based Exclusivity, and (c) [***] following the First Commercial Sale of such Licensed Product in such country.

"**Safety Reason**" means [***].

"**SEC**" means the U.S. Securities and Exchange Commission, and any successor entity thereto.

"**Specified Material Breach**" has the meaning set forth in Section 10.6.2.

"**Sublicensee**" means a Third Party to whom Celgene has granted a license under the Forma IP to develop, manufacture or commercialize Licensed Products in the field worldwide in accordance with this Agreement, but excluding any Third Party acting solely as a distributor. For purposes of clarity, none of Forma or any of its Affiliates shall be deemed a Sublicensee of Celgene.

"**Tax**" means any (a) tax (including any income tax, franchise tax, capital gains tax, estimated tax, gross receipts tax, value-added tax, surtax, excise tax, ad valorem tax, transfer tax, stamp tax, sales tax, use tax, property tax, business tax, occupation tax, inventory tax, occupancy tax, withholding tax or payroll tax), levy, assessment, tariff, impost, imposition, toll, duty (including any customs duty), deficiency or fee, and any related charge or amount (including any fine, penalty or interest), (b) Liability for the payment of any amounts of the type described in clause (a) of this sentence as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate group for any taxable period (including any Liability pursuant to Treasury Regulations Section 1.1502-6 or any similar provision of state, local or foreign Law) and (c) Liability for the payment of any amounts of the type described in clause (a) or (b) of this sentence as a result of being a transferee of or successor to any Person or as a result of any express or implied obligation to indemnify any other Person pursuant to any payments under any Tax allocation, sharing, or similar agreement, Contract or arrangement (whether oral or written).

"**Territory**" means [***].

"**Term**" has the meaning set forth in Section 10.1.

"**Third Party**" means, any person other than the Parties that is not an Affiliate or Subsidiary of a Party.

"**Third Party Agreement**" has the meaning set forth in Section 2.3.

"**Third Party Claim**" has the meaning set forth in Section 9.4.

"**Transition Activities**" has the meaning set forth in Section 2.3.1.

"**United States**" or "**U.S.**" means the United States of America and all of its territories and possessions.

"**Up-Front Payment**" has the meaning specified in Section 5.1.

"**Valid Claim**" means a claim of (a) an issued patent in the U.S. or in a jurisdiction outside the U.S., as applicable, that has not expired, lapsed, been cancelled or abandoned, or been dedicated to the public, disclaimed, or held unenforceable, invalid, revoked or cancelled by a court or administrative agency of competent jurisdiction in an order or decision from which no appeal has been or can be taken, including through opposition, reexamination, reissue or disclaimer; or (b) a pending patent application that has not been finally abandoned or finally rejected or expired and which has been pending for no more than seven (7) years from the date of filing of the earliest priority patent application to which such pending patent application is entitled to claim benefit.

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF DISCLOSED.

[***] LICENSE AGREEMENT

by and among

FORMA THERAPEUTICS HOLDINGS, LLC
a limited liability company formed under the laws of Delaware,
solely with respect to Articles 4, 5, 7 and 9

FORMA THERAPEUTICS, INC.
a corporation formed under the laws of Delaware,

and

CELGENE ALPINE INVESTMENT COMPANY II, LLC,
a Delaware limited liability company

Dated as of December 28, 2018

LIST OF EXHIBITS

LIST OF SCHEDULES

[***] LICENSE AGREEMENT

This **[***] LICENSE AGREEMENT** (this "***Agreement***") is entered into and made effective as of December 28, 2018 (the "***Effective Date***") by and among Forma Parent (solely for purposes of Articles 4, 5, 7 and 9) and Forma Inc. (as each such term is defined in Exhibit A), and Celgene Alpine Investment Company II, LLC, a Delaware limited liability company ("***Celgene***"). Forma Parent, Forma Inc. and Celgene are each referred to herein by name or as a "***Party***" or, collectively, as the "***Parties***."

RECITALS

WHEREAS, Forma has developed certain Forma IP (as defined below) relating to certain pharmaceutical compounds directed to [***] as further described herein; and

WHEREAS, Celgene desires to obtain exclusive rights from Forma Inc. with respect to the development and commercialization of Licensed Compounds and Licensed Products using the Forma IP, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. For purposes of this Agreement, terms when used with initial capital letters shall have the respective meanings set forth in Exhibit A attached hereto.

ARTICLE 2
DEVELOPMENT AND COMMERCIALIZATION

2.1 Responsibility. As of and after the Effective Date, Celgene will assume sole responsibility for, and control of, the research, development, manufacture and commercialization of Licensed Compounds and Licensed Products in the Field in the Territory and, except as otherwise set forth in this Agreement, will have sole responsibility to pay for all costs and expenses arising from its research, development, manufacture and commercialization of Licensed Compounds and Licensed Products in the Field in the Territory.

2.1.1 Status Reports. During the Term, Celgene shall provide to Forma Inc. a written progress report at least once per Calendar Year on the status of Celgene's material development activities with respect to any Licensed Compound or Licensed Product then being developed or commercialized under this Agreement, and Celgene's plans with respect to the development and/or commercialization of Licensed Compounds or Licensed Products during the following [***] period (including estimated timelines for such activities during such [***] period).

2.2 Diligence. Celgene shall use Commercially Reasonable Efforts (for purposes of clarity, itself or through an Affiliate or Sublicensee) to develop [***] Licensed Compound.

With respect to each Licensed Product, after Regulatory Approval is obtained in a country of the Territory for such Licensed Product, Celgene shall use Commercially Reasonable Efforts (for purposes of clarity, itself or through an Affiliate or Sublicensee) to commercialize such Licensed Product in such country where, in Celgene's business judgment, it is commercially reasonable to do so.

2.3 Transfer of Third Party Agreements. Within [***] after the Effective Date, Celgene shall notify Forma Inc. which of the third-party agreement(s) listed in Exhibit D (the "***Third Party Agreements***") shall be transferred to Celgene (including which such Third Party Agreements Celgene requires be amended before transfer to Celgene), and Forma Inc. shall use Commercially Reasonable Efforts to transfer, or amend and transfer, as the case may be, to Celgene its rights and obligations under such Third Party Agreements. Forma Inc. represents and warrants to Celgene that the Third Party Agreements listed in Exhibit D are the only agreements of Forma Inc. or any of its Affiliates with Third Parties relating to the Licensed Compounds and/or Licensed Products that are necessary or reasonably useful to the research, development or manufacture of Licensed Compounds and/or Licensed Products. For those Third Party Agreements that Celgene does not elect to have transferred, and those Third Party Agreements Celgene requires be amended before transfer that Forma Inc. is unable to amend pursuant to the preceding sentence, Forma Inc. shall use reasonable efforts to wind down such Third Party Agreements. Any (a) known transition costs as of the effective date (which effective date transition costs are set forth on Exhibit D), (b) reasonable direct and out-of-pocket costs and expenses incurred by Forma Inc. in connection with such transfer (including without limitation costs and expenses incurred to amend any such Third Party Agreement so as to allow for its transfer to Celgene) and (c) reasonable direct and out-of-pocket costs and expenses incurred by Forma Inc. to wind-up or terminate any Third Party Agreement that is not transferred to Celgene, shall be borne by Celgene. Forma Inc. shall invoice Celgene for any such reasonable direct and out-of-pocket costs and expenses, and Celgene shall make the corresponding payment within [***] after receipt of such invoice. With respect to any Third Party Agreements requested by Celgene to be transferred to it that Forma Inc. is unable to transfer pursuant to this Section 2.3, the Parties shall cooperate with each other, upon written request from Celgene, in endeavoring to obtain for Celgene an arrangement which Celgene reasonably shall desire designed to provide for Celgene the same net benefits thereof as if such agreements had been transferred to Celgene.

2.4 Assistance. During the Term, Forma Inc. will cooperate with Celgene to provide reasonable assistance requested by Celgene to facilitate the transfer of Forma Know-How to Celgene as required under this Agreement, including providing reasonable assistance with respect to regulatory and manufacturing transition matters related to Licensed Compounds and Licensed Products. Such cooperation will include providing Celgene with reasonable access by teleconference or in-person at Forma Inc.'s facilities to Forma Inc. personnel involved in the research, development and manufacture of Licensed Compounds and Licensed Products. Forma Inc. shall provide Celgene with a reasonable level of assistance and consultation in connection with the transfer described in this Section 2.3 at no cost, provided that Forma Inc. need use only Commercially Reasonable Efforts to provide such assistance.

2.5 No Representation. Subject to the foregoing obligations to use Commercially Reasonable Efforts, Celgene provides no representation, warranty or guarantee that any particular results will be achieved with respect to any Licensed Compound or Licensed Product hereunder.

ARTICLE 3
TECHNOLOGY TRANSFER; MANUFACTURE AND SUPPLY

3.1 Technology Transfer. As requested from time to time by Celgene during the [***] period after the Effective Date, or as the Parties otherwise mutually agree, Forma Inc. shall transfer to Celgene or its designee, a copy of all Forma Know-How (including research reagents for in vitro studies, crystal structure coordinates, representative compounds, knock-out mice, and draft patent applications) requested by Celgene. In addition, Forma Inc. shall provide all reasonable assistance, including making its personnel reasonably available for meetings or teleconferences, to support and assist Celgene or its designee in such technology transfer to Celgene or its designee. The direct and out-of-pocket costs and expenses incurred by Forma Inc. in connection with such assistance and transfer shall be borne by Celgene. Except as otherwise set forth in this Agreement, the technology transferred by Forma Inc. under this Section 3.1 is supplied "as is" and Forma Inc. makes no representations and extends no warranties of any kind, either express or implied.

3.2 Manufacture and Supply of Licensed Compounds and Product. Celgene will have the sole right to manufacture and supply Licensed Compounds and Licensed Products.

ARTICLE 4
EXCLUSIVITY

4.1 Exclusivity.

4.1.1 Except as expressly permitted in this Agreement, Forma Parent and Forma Inc. hereby covenant that during the Term, Forma Parent, Forma Inc., each of their respective subsidiaries and any Affiliates of any of the foregoing shall not (i) alone or with or for any Third Party conduct any activities with respect to any Licensed Compound or Licensed Product or research, develop, manufacture or commercialize any Licensed Compound or Licensed Product, or (ii) grant a license or sublicense to conduct any activities with respect to any Licensed Compound or Licensed Product or to research, develop, manufacture or commercialize any Licensed Compound or Licensed Product, or (iii) transfer, assign, convey or otherwise sell any Licensed Product or Licensed Compound.

4.2 Consequences of Business Combination. Notwithstanding the provisions of Section 4.1, if a Business Combination occurs with respect to Forma Parent or Forma Inc. (or successor entity or assignee thereto or Affiliate thereof), Section 4.1 shall not apply to or otherwise restrict any activity (including the research, development, manufacture or commercialization of any product, product candidate or service of such Third Party) of the Third Party or its Affiliates (except for Forma Parent or Forma Inc. (or successor entity or assignee thereto but excluding any Affiliate thereof arising solely as a result of such Business Combination) to the extent such entity survives such Business Combination) or the exercise of any intellectual property right owned by such Third Party with respect to such activity (including the research, development, manufacture or commercialization of any product, product candidate or service of such Third Party) or the exercise of such intellectual property right Controlled by such Third Party or its Affiliates (other than Forma Parent or Forma Inc. (or successor entity or assignee thereto but excluding any Affiliate thereof arising solely as a result of such Business Combination)) prior to or as of the date of such Business Combination (such activities that would otherwise violate the terms of Section 4.1, "***Excluded Activities***"). Following any Business Combination, Forma Inc. covenants that none of the Forma IP licensed by Forma Inc. to Celgene will be used in any Excluded Activities.

4.3 Program Assets. With respect to the Licensed Compounds and Licensed Products that are the subject of this Agreement, Forma Parent and Forma Inc. each hereby covenants, for the benefit of Celgene, that during the Term, none of Forma Parent, Forma Inc., each of their respective subsidiaries nor any of the Affiliates of any of the foregoing, will (a) assign, transfer, convey or otherwise encumber or dispose of, or enter into any agreement with any Person to assign, transfer, convey or otherwise encumber or dispose of, any [***]) (with respect to such Licensed Compounds and Licensed Products, the "***Program Assets***"), (b) license or grant to any Person, or agree to license or grant to any Person, any rights to any Program Assets if such license or grant would impair or conflict in any way with any of the rights granted to Celgene under this Agreement or any other executed license agreement, or (c) disclose any Confidential Information relating to the Program Assets to any Person if such disclosure would impair or conflict in any way with any of the rights granted to Celgene under this Agreement or any other executed license agreement.

ARTICLE 5
FINANCIAL TERMS

5.1 Up-Front Payment. Within [***] after the Effective Date of this Agreement, and in consideration for the license rights granted hereunder, Celgene shall make to Forma Inc. a one-time, nonrefundable, non-creditable payment of $[***] (the "***Up-Front Payment***").

5.2 Milestone Payments. Celgene will pay Forma Parent the one-time milestone payments listed in the table below upon the [***] milestone event set forth in such table (collectively, the "***Milestone Payments***"):

Milestone No.	Milestone Event	One-Time Payment Amount
1	[***]	[***]
2	[***]	[***]

Celgene shall provide Forma Parent with written notice of such milestone event within [***] after the occurrence of such milestone event, provided that with respect to milestone event [***] in the above table, such notice shall be made within [***] of the end of the [***] in which such milestone event is achieved. Following such written notice to Forma Parent, Forma Parent shall invoice Celgene for the corresponding Milestone Payment and Celgene shall pay the corresponding Milestone Payment to Forma Inc. within [***] after receipt of such invoice.

5.3 Royalties. Celgene agrees to pay Forma Parent a royalty based upon Net Sales of Licensed Products sold or otherwise disposed of by Celgene, its Affiliates and its Sublicensees during the applicable Royalty Term (the "***Royalty Payment***"). The Royalty Payment will be calculated, on a Licensed Product-by-Licensed Product basis, equal to the following portions of Net Sales multiplied by the applicable royalty rate below:

Net Sales of Licensed Product in a given Calendar Year	Royalty Percentage of Net Sales of Licensed Product in a given Calendar Year
Net Sales of a Licensed Product in a given Calendar Year [***] ($[***])	[***]%
Net Sales of a Licensed Product in a given Calendar Year [***] ($[***])	[***]%

5.3.1 Fully Paid-Up, Royalty Free License. Following expiration of the applicable Royalty Term for any Licensed Product in a given country, no further royalties will be payable in respect of sales of such Licensed Product in such country and, thereafter the license granted to Celgene hereunder with respect to such Licensed Product in such country will automatically become fully paid-up, perpetual, irrevocable and royalty-free.

5.3.2 Royalty Reduction for Comparable Third Party Product Competition. If, on a Licensed Product-by-Licensed Product, country-by-country and Calendar Quarter-by-Calendar Quarter basis,

(a) A Comparable Third Party Product(s) has a market share of greater than [***] ([***]%) but less than or equal to [***] ([***]%); or

(b) A Comparable Third Party Product(s) has a market share of more than [***] ([***]%); then the royalties payable with respect to Net Sales of such Licensed Product pursuant to Section 5.3 in such country during such Calendar Quarter shall be reduced by [***] ([***]%) if subsection (a) applies, and [***] ([***]%) if subsection (b) applies, respectively, of the royalties otherwise payable pursuant to Section 5.3. Market share shall be based on the aggregate market in such country of such Licensed Product and the Comparable Third Party Product(s) ([***]).

5.3.3 Royalty Reporting and Payment. Commencing upon the First Commercial Sale of a Licensed Product hereunder, Celgene shall provide written royalty reports and make Royalty Payments within [***] after each Calendar Quarter. Such reports will include: [***].

5.3.4 Records and Audits. Celgene shall keep, and shall require its distributors, Affiliates and Sublicensees to keep, complete and accurate records relating to amounts of royalties and milestone payments and due hereunder to Forma Parent. Such records will be retained for at least [***] following the end of the calendar year to which they pertain, during which time such records will be available during normal business hours for inspection at the expense of Forma Parent. by an independent certified public accountant selected by Forma Parent (and reasonably acceptable to Celgene) for the sole purpose of verifying reports and payments hereunder. In the event that any such inspection shows an under reporting and under payment in excess of [***] ([***]%) for the period covered by such audit, then Celgene shall pay the full out-of-pocket cost of such audit as well as remit any such underpayment payable to Forma Parent within [***] of receiving notice thereof from Forma Parent, plus interest from the date such payments were originally due at the rate set forth in Section 5.4.2.

5.4 Additional Payment Terms.

5.4.1 Accounting. All payments hereunder shall be made in U.S. Dollars by wire transfer to a bank in the U.S. designated in writing by Forma Parent. Conversion of sales recorded in local currencies to Dollars shall be performed in a manner consistent with Celgene's normal practices used to prepare its audited financial statements for internal and external reporting purposes.

5.4.2 Late Payments. Any payments or portions thereof due hereunder that are not paid on the date such payments are due under this Agreement shall bear interest at an annual rate equal to the lesser of: (a) [***] ([***]%) above the prime rate as published by Citibank, N.A., New York, New York, or any successor thereto, at 12:01 a.m. on the first day of each Calendar Quarter in which such payments are overdue or (b) the maximum rate permitted by Law; in each case calculated on the number of days such payment is delinquent, compounded monthly.

5.4.3 Tax Withholding; Restrictions on Payment.

(a) Forma Inc. or Forma Parent will pay any and all Taxes levied on account of all payments it receives under this Agreement. If Laws require that Taxes be withheld with respect to any payments by Celgene to Forma Inc. or Forma Parent under this Agreement, Celgene will: (i) deduct those Taxes from the remittable payment, (ii) pay the Taxes to the proper Governmental Authority and (iii) send evidence of the obligation together with proof of Tax payment to Forma Inc. or Forma Parent on a timely basis following that Tax payment. Each Party agrees to cooperate with the other Party in claiming refunds or exemptions from such deductions or withholdings under any relevant agreement or treaty which is in effect. The Parties shall discuss applicable mechanisms for minimizing such Taxes to the extent possible in compliance with Laws. In addition, the Parties shall cooperate in accordance with Laws to minimize indirect Taxes (such as value added Tax, sales Tax, consumption Tax and other similar Taxes *("**Indirect Taxes**")*) in connection with this Agreement. Notwithstanding the foregoing, if Celgene takes any action, including an assignment or transfer of its rights and obligations to an Affiliate or Third Party that is not a U.S. person (as defined in Section 7701(a)(30) of the Code), and if solely as a result of such action by Celgene, such Affiliate or Third Party or Celgene is required by Law to withhold Taxes that were not otherwise applicable, or if such action by Celgene results in the imposition of Indirect Taxes that were not otherwise applicable, from or in respect of any amount payable under this Agreement, then any such amount payable under this Agreement shall be increased to take into account such withholding Taxes and Indirect Taxes as may be necessary so that, after making all required withholdings (including withholdings on the withheld amounts) and/or paying such Indirect Taxes, as the case may be, Forma Inc. or Forma Parent, as applicable, receives an amount equal to the sum it would have received had no such withholding been made and no such Indirect Taxes had been imposed; provided, however, that Celgene will have no obligation to pay any additional amount under the immediately preceding clause to the extent that the Tax would not have been imposed but for (A) the failure by Forma Inc. or Forma Parent to take advantage of an otherwise available exemption from or reduction in the rate of withholding Tax or Indirect Tax, including any exemption or reduction under any applicable income Tax convention between the United States and the jurisdiction in which such Affiliate or Third Party is domiciled, (B) the assignment by Forma Inc. or Forma Parent of its rights under this Agreement or any redomiciliation of Forma Inc. or Forma Parent outside of the United States or (C) the failure by

Forma Inc. or Forma Parent to comply with the requirements of Section 5.4.3(b). The additional amounts payable by Celgene pursuant to this Section 5.4.3 shall be reduced by the amount of any foreign tax credit, tax refund or similar item available to Forma Inc. or Forma Parent in respect or as a result of withholding taxes or indirect taxes (such as value added tax, sales tax, consumption tax and other similar taxes) for which additional amounts have been paid pursuant to this Section 5.4.3, as mutually determined by the Parties cooperating in good faith.

(b) Forma Inc. and Forma Parent have provided a properly completed and duly executed IRS Form W-9 to Celgene. Forma Inc., Forma Parent and any other recipient of payments under this Agreement shall provide to Celgene, at the time or times reasonably requested by Celgene or as required by Law, such properly completed and duly executed documentation (for example, IRS Forms W-8 or W-9) as will permit payments made by Celgene under this Agreement to be made without, or at a reduced rate of, withholding for Taxes.

ARTICLE 6
INTELLECTUAL PROPERTY

6.1 Licenses.

6.1.1 License Grant. Forma Inc. hereby grants to Celgene an exclusive (even as to Forma Inc. and its Affiliates), worldwide, royalty-bearing, milestone-bearing right and license, with the right to grant sublicenses (subject to Section 6.1.2), under the Forma IP and Forma Inc.'s interest in the Joint IP to research, develop, manufacture, have manufactured, use, offer for sale, sell, import and otherwise commercialize the Licensed Compounds and Licensed Products in the Field.

6.1.2 Sublicenses. Celgene shall have the right to grant sublicenses (through multiple tiers) under the rights granted to it under Section 6.1.1, without the prior consent of Forma Inc., to any (x) Affiliate of Celgene, (y) Third Party subcontractor engaged by Celgene, and (z) Third Party for the development and commercialization of any Licensed Product, provided that in the event Celgene grants a sublicense under this Section 6.1.2, (i) Celgene shall be solely responsible for all of its Sublicensees' activities and any and all failures by its Sublicensees to comply with the applicable terms of this Agreement and (ii) solely in the case of (z), Celgene shall provide Forma Inc. with a fully- executed copy of any agreement (redacted as necessary to protect confidential or commercially sensitive information) reflecting any such sublicense promptly after the execution thereof (but excluding such agreements with contractors, manufacturers, suppliers, distributors and similar Third Parties). Each sublicense granted by Celgene under this Section 6.1.2 shall be subject to and consistent with the terms and conditions of this Agreement.

6.1.3 No Implied Licenses. Except as explicitly set forth in this Agreement, neither Party shall be deemed by estoppel or implication to have granted the other Party any license or other right to any intellectual property of such Party.

6.1.4 Section 365(n) of the Bankruptcy Code. All licenses granted under this Agreement are deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined in Section 101 of such Code. Each Party may fully exercise all of its rights and elections under the Bankruptcy Code. The Parties further agree that,

if Celgene elects to retain its rights as a licensee under any Bankruptcy Code, Celgene shall be entitled to complete access to any technology licensed to it hereunder and all embodiments of such technology. Such embodiments of the technology shall be delivered Celgene not later than: (a) the commencement of bankruptcy proceedings against Forma Inc., upon written request, unless Forma Inc. elects to perform its obligations under the Agreement, or (b) if not delivered under Section 6.1.4, upon the rejection of this Agreement by or on behalf of Forma Inc., upon written request. Any agreements supplemental hereto will be deemed to be "agreements supplementary to" this Agreement for purposes of Section 365(n) of the Bankruptcy Code.

6.2 Ownership.

6.2.1 Ownership of Intellectual Property. Subject to Section 6.2.2 and the licenses granted by Forma Inc. to Celgene under this Agreement, as between the Parties, each Party shall own all right, title and interest in and to any and all improvements, inventions, works- of-authorship, developments and other intellectual property invented, created or developed solely by such Party in the course of performance of this Agreement.

6.2.2 Joint Ownership of Intellectual Property. The Parties shall jointly own the Joint IP, and all rights, title and interest thereto shall be jointly owned by the Parties, subject to any rights expressly licensed by one Party to the other Party under this Agreement. Except to the extent either Party is restricted by the licenses granted by one Party to the other Party pursuant to this Agreement, each Party shall be entitled to practice and license the Joint IP without restriction and without consent of, or (subject to the financial provisions of this Agreement) an obligation to account to, the other Party, and each Party hereby waives any right it may have under Laws to require any such consent or accounting. To the extent necessary in any jurisdiction to effect the foregoing, each Party hereby grants to the other Party a nonexclusive, royalty-free, fully-paid, worldwide license, with the right to grant sublicenses, to practice such Joint IP for any and all purposes, subject to any licenses granted by one Party to the other under this Agreement.

6.3 Prosecution and Maintenance of Patents.

6.3.1 Forma Patents and Joint Patents.

(a) Subject to Section 6.3.1(b), as between the Parties, Celgene shall have the first right (but not the obligation) to Prosecute and Maintain the Forma Patents and any Joint Patents on a worldwide basis with counsel of its choice. Celgene shall bear all costs for such Prosecution and Maintenance.

(b) If, during the Term, Celgene decides not to file any Forma Patent or Joint Patent or intends to allow a Forma Patent or Joint Patent to lapse or become abandoned without having first filed a substitute, it shall notify and consult with Forma Inc. of such decision or intention at least [***] prior to the date upon which the subject matter of such Patent shall become unpatentable or such Patent shall lapse or become abandoned, and Forma Inc. shall thereupon have the right (but not the obligation) to assume the Prosecution and Maintenance thereof at Forma Inc.'s expense with counsel of its choice.

(c) Each Party shall keep the other Party informed as to material developments with respect to the Prosecution and Maintenance of such Patents, including by

providing copies of all substantive office actions or any other substantive documents that the prosecuting Party receives from any patent office, including notice of all interferences, reissues, re-examinations, oppositions or requests for patent term extensions. The prosecuting Party shall also provide the other Party with a reasonable opportunity to substantively comment on the Prosecution and Maintenance of the Forma Patents and Joint Patents prior to taking material actions (including the filing of initial applications), and will in good faith consider any actions recommended by the other Party. The non-prosecuting Party shall have the right to review and make comments on and recommendations in relation to the Prosecution and Maintenance of such Patents; provided however that the non-prosecuting Party does so promptly and consistent with any applicable filing deadlines.

6.3.2 Cooperation.

(a) General. Each Party agrees to make its employees, agents and consultants reasonably available to the other Party (or to the other Party's authorized attorneys, agents or representatives), to the extent reasonably necessary to enable the Party responsible for the Prosecution and Maintenance of a Patent in accordance with this Section 6.3 to undertake such Prosecution and Maintenance. Forma Inc. shall assist in any license registration processes with applicable Governmental Authorities that may be available for the protection of Celgene's interests in this Agreement. In the event of any termination of Celgene's license rights hereunder, Celgene shall promptly cooperate with any request by Forma Inc. to terminate any such registration relating to the terminated license rights.

(b) Regarding the Filing and Prosecution of Divisional Patent Applications. The Parties shall cooperate with one another to file and prosecute the Forma Patents and Joint Patents for which either Party is responsible for Prosecution and Maintenance pursuant to this Section 6.3. At either Party's request, the Parties shall cooperate with one another to file and prosecute divisional Patent applications with respect to Forma Patents or Joint Patents, in each case that are primarily applicable to a Licensed Compound or Licensed Product, if practicable and if necessary or desirable to divide subject matter primarily relating to the development, manufacture or commercialization of one or more Licensed Products from another Licensed Product and/or from other subject matter.

6.4 Defense of Claims Brought by Third Parties. If a Party becomes aware of any claim that the research, development, manufacture or commercialization of any Licensed Compound or Licensed Product infringes the intellectual property rights of any Third Party, such Party shall promptly notify the other Party. In any such instance, the Parties shall as soon as practicable thereafter discuss in good faith regarding the best response to such notice.

6.5 Enforcement of Patents.

6.5.1 Notice. If any Party learns of an infringement or threatened infringement by a Third Party with respect to any Forma Patent or Joint Patent, including actual or alleged infringement under 35 USC §271(e)(2) that is or would be infringing activity involving the using, making, importing, offering for sale or selling of Licensed Compounds or Licensed Products ("***Product Infringement***"), such Party shall promptly notify the other Party and shall provide such other Party with available evidence of such Product Infringement. For any Product Infringement, each Party shall share with the other Party all information available to it regarding such alleged infringement.

6.5.2 Enforcement of Forma Patents.

(a) Celgene shall have the first right, but not the obligation, to institute, prosecute, and control any Action or Proceeding with respect to any Product Infringement in the Territory of any Forma Patent or Joint Patent that is exclusively licensed to Celgene under this Agreement, by counsel of its own choice.

(b) With respect to Section 6.5.2(a), (i) the foregoing rights shall include the right to perform all actions of a reference product sponsor set forth in the Hatch-Waxman Act, and (ii) Forma Inc. will have the right, at its own expense and by counsel of its choice, to be represented in any such Action or Proceeding. At Celgene's written request, Forma Inc. will join any such Action or Proceeding as a party and will use Commercially Reasonable Efforts to cause any Third Party as necessary to join such Action or Proceeding as a party (all at Celgene's expense) if doing so is necessary for the purposes of establishing standing or is otherwise required by Law to pursue such Action. Celgene will have a period of one hundred twenty (120) days after its receipt or delivery of notice and evidence pursuant to Section 6.5.1 or receipt of written notice from a Third Party that reasonably evidences Product Infringement, to elect to so enforce such Forma Patents or Joint Patents in the applicable jurisdiction (or to settle or otherwise secure the abatement of such Product Infringement), provided however, that such period will be more than one hundred twenty (120) days to the extent Law prevents earlier enforcement of such Forma Patents or Joint Patents (such as the enforcement process set forth in or under the Hatch-Waxman Act) and such period will be less than one hundred twenty (120) days to the extent that a delay in bringing an Action to enforce the applicable Forma Patent(s) or Joint Patent(s) against such alleged Third Party infringer would limit or compromise the remedies (including monetary relief, and stay of regulatory approval) available against such alleged Third Party infringer. In the event Celgene does not so elect (or settle or otherwise secure the abatement of such Product Infringement) within the aforementioned period of time or twenty (20) Business Days before the time limit, if any, for the filing of an Action or Proceeding with respect to such Product Infringement that would limit or compromise the remedies available from such Action or Proceeding, whichever is sooner, it will so notify Forma Inc. in writing and in the case where Forma Inc. then desires to commence a suit or take action to enforce the applicable Forma Patents or Joint Patents with respect to such Product Infringement in the applicable jurisdiction, the Parties will confer and Forma Inc. will have the right to commence such a suit or take such action to enforce the applicable Forma Patent(s) or Joint Patent(s), at Forma Inc.'s expense, upon Celgene's prior written approval, which shall not be unreasonably withheld. It shall be reasonable for Celgene to withhold approval of such suit or action if Forma Inc.'s commencement or conduct thereof could materially impair the scope, validity or enforceability of the Forma Patents or Joint Patents. At Forma Inc.'s written request, Celgene will join any such Action or Proceeding as a party and will use Commercially Reasonable Efforts to cause any Third Party as necessary to join such Action or Proceeding as a party (all at Forma Inc.'s expense) if doing so is necessary for the purposes of establishing standing or is otherwise required by Law to pursue such Action or Proceeding. All time periods set forth in this Section 6.5.2(b) shall be subject to Law, which may prevent earlier enforcement.

(c) Each Party will provide to the Party enforcing any such rights under Section 6.5.2 reasonable assistance and cooperation in such enforcement, at such enforcing Party's request and expense. The enforcing Party will keep the other Party regularly informed of the status and progress of such enforcement efforts, and will reasonably consider the other Party's comments on any such efforts.

6.5.3 Settlement. A Party may settle any claim or Action that it brought under this Section 6.5 without the consent of the other Party not bringing suit if such settlement does not (a) impose any liability or obligation on the other Party, (b) include the grant of any license, covenant or other rights to any Third Party that would conflict with or reduce the scope of the subject matter included under the exclusive licenses granted to the other Party under this Agreement, or (c) conflict with or reduce the scope of subject matter claimed in any Forma Patent or Joint Patent. Nothing in this ARTICLE 6 shall require a Party to consent to any settlement that is reasonably anticipated by such Party to have a substantially adverse impact upon any Forma Patent or Joint Patent.

6.5.4 Cooperation. If one Party brings any such Action or Proceeding in accordance with this Section 6.5 or where legally required to initiate or maintain suit or collect damages, the other Party agrees to be joined as a party plaintiff, and to give the first Party reasonable assistance, cooperation and authority to file and prosecute the suit, all at the first Party's cost and expense.

6.5.5 Costs and Recoveries. Each Party shall bear all of its own internal costs incurred in connection with its activities under this Section 6.5. If a Party commences a Product Infringement Action, it shall bear all external costs and expenses for such Action. Any damages or other monetary awards recovered shall be shared as follows:

(a) the amount of such recovery actually received by the Party controlling such Action shall first be applied to costs and expenses incurred by each Party in connection with such Action (including, for this purpose, a reasonable allocation of expenses of internal counsel); and

(b) any remaining proceeds shall, in case of suits with respect to Product Infringement relating to any Licensed Compound or Licensed Product under Section 6.5, be allocated between the Parties as follows: (i) if Celgene brought such suit, Celgene shall retain [***] ([***]%) of such proceeds, which shall be considered to be Net Sales of Licensed Products and subject to Celgene's royalty obligations under Section 5.3, and (ii) if Forma Inc. brought such suit, Forma Inc. shall retain [***] ([***]%) of such proceeds.

6.6 Regulatory Data Protection. To the extent required or permitted by Law, Celgene will use Commercially Reasonable Efforts to promptly, accurately and completely list with the applicable Regulatory Authorities during the Term all applicable Forma Patents and Joint Patents for any Licensed Product that Celgene intends to, or has begun to, commercialize, such listings to include all so called "Orange Book" listings required under the U.S. Hatch-Waxman Act, all so called "Patent Register" listings as required in Canada and all similar listings in any other relevant countries. Prior to such listings, the Parties will meet to evaluate and identify all applicable Patents. To the extent required or permitted by Law, Celgene may, at its sole discretion, request or apply for any other available Regulatory-Based Exclusivity for any Licensed Product that Celgene intends to, or has begun to, commercialize.

6.7 Patent Term Extensions. Forma Inc. and Celgene shall discuss and seek to reach mutual agreement for which, if any, of the Patents within the Forma Patents and Joint Patents, in each case that Cover Licensed Compounds or Licensed Products the Parties shall apply to obtain patent term extensions, adjustments, restorations, or supplementary protection certificates under Laws, based on the best commercial interests of the Licensed Products Covered by such Patents; it being understood and agreed that if Celgene seeks a patent term extension, then Forma Inc. agrees to negotiate in good faith with respect to any measures required by Law for Celgene to obtain such extension, which in no event will involve any reduction in payments to be made to Forma Inc. by Celgene. If the Parties are unable to reach mutual agreement, Celgene shall have the right to make the final decision with respect to Forma Patents and Joint Patents that Cover Licensed Compounds and Licensed Products.

6.8 Other Agreements. Celgene's rights under this Article 6 with respect to any Forma Patents shall be subject to the rights that one or more Third Parties may have, or the obligations that Forma Inc. may have, in each case to file, prosecute, maintain, and/or enforce such Patents under the license agreements with such Third Parties as of the Effective Date that are set forth on Schedule 8.2(b) and as described therein

6.9 Common Interest Disclosures. With regard to any information or opinions disclosed pursuant to ARTICLE 6 by one Party to the other Party regarding Prosecution and Maintenance of Forma IP or Joint IP or enforcement of intellectual property and/or technology by or against Third Parties, Forma Inc. and Celgene agree that they have a common legal interest in determining the ownership, scope, validity and/or enforcement of Forma IP and/or Joint IP, and whether, and to what extent, Third Party intellectual property rights may affect the conduct of the research, development, manufacture and commercialization of any Licensed Compound or Licensed Product, and have a further common legal interest in defending against any actual or prospective Third Party claims based on allegations of misuse or infringement of intellectual property rights relating to the research, development, manufacturing, or commercialization of any Licensed Compound or Licensed Product. Accordingly, the Parties agree that all such information and materials obtained by the Parties from each other will be used solely for purposes of the Parties' common legal interests with respect to the conduct of the Agreement. All such information and materials will be treated as protected by the attorney-client privilege, the work product privilege, and any other privilege or immunity that may otherwise be applicable. By sharing any such information and materials, neither Party intends to waive or limit any privilege or immunity that may apply to the shared information and materials. Neither Party shall have the authority to waive any privilege or immunity on behalf of the other Party without such other Party's prior written consent, nor shall the waiver of privilege or immunity resulting from the conduct of one Party be deemed to apply against the other Party.

6.10 New Third Party Licenses. Celgene shall have the right, but not the obligation, to obtain a license (which for purposes of this Section 6.10, includes covenants not to sue) to Third Party intellectual property rights which may be necessary for the development, manufacture or commercialization of any Licensed Compound or Licensed Product that is the subject of research, development, manufacture and/or commercialization efforts under this Agreement. The terms and conditions involved in obtaining such rights shall be determined at Celgene's sole discretion and expense.

ARTICLE 7
CONFIDENTIALITY

7.1 Nondisclosure. Each Party agrees that a Party (the "***Receiving Party***") receiving Confidential Information of any other Party (the "***Disclosing Party***") shall (a) maintain in confidence such Confidential Information using not less than the efforts such Receiving Party uses to maintain in confidence its own proprietary information of similar kind and value, but in no event less than a reasonable degree of efforts, (b) not disclose such Confidential Information to any Third Party without the prior written consent of the Disclosing Party, except for disclosures expressly permitted below, and (c) not use such Confidential Information for any purpose except those permitted by this Agreement (it being understood that this clause (c) shall not create or imply any rights or licenses not expressly granted under this Agreement). The obligations of non-disclosure and non-use under this Section 7.1 shall be in full force during the Term and for a period of [***] thereafter. Each Party, upon the request of the other Party, will return all copies of or destroy (and certify such destruction in writing) the Confidential Information disclosed or transferred to it by the other Party pursuant to this Agreement, within [***] of such request or, if earlier, the termination or expiration of this Agreement; provided however that a Party may retain (i) Confidential Information of the other Party to which it has a license that expressly survives such termination pursuant this Agreement, and (ii) one (1) copy of all other Confidential Information in archives solely for the purpose of establishing the contents thereof.

7.2 Exceptions. The obligations in Section 7.1 shall not apply with respect to any portion of the Confidential Information of the Disclosing Party that the Receiving Party can show by competent written proof:

(a) was known to the Receiving Party or any of its Affiliates, without any obligation to keep it confidential or any restriction on its use, prior to disclosure by the Disclosing Party;

(b) is subsequently disclosed to the Receiving Party or any of its Affiliates by a Third Party lawfully in possession thereof and without any obligation to keep it confidential or any restriction on its use;

(c) is published by a Third Party or otherwise becomes publicly available or enters the public domain, either before or after it is disclosed to the Receiving Party, without any breach by the Receiving Party of its obligations hereunder; or

(d) is independently developed by or for the Receiving Party or its Affiliates without reference to or reliance upon the Disclosing Party's Confidential Information.

7.3 Authorized Disclosure.

7.3.1 Disclosure. Notwithstanding Section 7.1, the Receiving Party may disclose Confidential Information belonging to the Disclosing Party, and Confidential Information deemed to belong to both the Disclosing Party and the Receiving Party, to the extent (and only to the extent) such disclosure is reasonably necessary in the following instances:

(a) subject to Section 7.5, complying with Laws (including the rules and regulations of the SEC or any national securities exchange), Regulatory Filings for Licensed Products and with judicial process, if in the reasonable opinion of the Receiving Party's counsel, such disclosure is necessary for such compliance;

(b) disclosure, solely on a "need to know basis," to Affiliates, potential or actual research and development collaborators, subcontractors, advisors (including attorneys and accountants), investment bankers, investors, lenders, or other potential financial partners, and their and each of the Parties' respective directors, employees, contractors and agents, each of whom prior to any such disclosure must be bound by written obligations of confidentiality and non-use no less restrictive than the obligations set forth in this ARTICLE 7 (provided, however, that in the case of prospective investors, lenders or other financial partners, the term of confidentiality may be shortened to three (3) years from the date of disclosure and in the case of legal advisors, no written agreement shall be required), which for the avoidance of doubt, will not permit use of such Confidential Information for any purpose except those permitted by this Agreement; provided, however, that, in each of the above situations, the Receiving Party shall remain responsible for any failure by any Person who receives Confidential Information pursuant to this Section 7.3.1(b) to treat such Confidential Information as required under this ARTICLE 7; and

(c) disclosure of the other Party's Confidential Information to any of its officers, employees, consultants, agents or Affiliates, or in the case of Celgene, any Sublicensees, if and only to the extent necessary to carry out its responsibilities or exercise its rights under this Agreement; provided that each such disclosee is bound by written confidentiality obligations to maintain the confidentiality thereof and not to use such Confidential Information except as expressly permitted by the applicable agreement.

7.3.2 Terms of Disclosure. If and whenever any Confidential Information is disclosed in accordance with this Section 7.3, such disclosure shall not cause any such information to cease to be Confidential Information except to the extent that such disclosure results in a public disclosure of such information (other than by breach of this Agreement). Where reasonably possible and subject to Section 7.5, the Receiving Party shall notify the Disclosing Party of the Receiving Party's intent to make any disclosures pursuant to Section 7.3.1(a) sufficiently prior to making such disclosure so as to allow the Disclosing Party adequate time to take whatever action it may deem appropriate to protect the confidentiality of the information, and the Receiving Party will provide reasonable assistance to the Disclosing Party with respect thereto; provided that, in any event, the Receiving Party will use reasonable measures to ensure confidential treatment of such information and shall only disclose such Confidential Information of the Disclosing Party as is necessary to comply with such Laws or judicial process.

7.4 Terms of this Agreement. The Parties agree that this Agreement and all of the respective terms thereof shall be deemed to be Confidential Information of both Parties, and each Party agrees not to disclose such information without the prior written consent of the other Party.

7.5 Securities Filings. Each Party acknowledges and agrees that the other Party may submit this Agreement to the SEC and if a Party does submit this Agreement, such Party agrees to consult with the other Party with respect to the preparation and submission of, a confidential treatment request for this Agreement. If a Party is required by Law to make a disclosure of the terms of this Agreement in a filing with or other submission to the SEC, and (a) such Party has provided copies of the disclosure to the other Party as far in advance of such filing or other disclosure as is reasonably practicable under the circumstances, (b) such Party has promptly notified the other Party in writing of such requirement and any respective timing constraints, and (c) such Party has given the other Party a reasonable time under the circumstances from the date of notice by such Party of the required disclosure to comment upon, request confidential treatment or approve such disclosure, then such Party will have the right to make such public disclosure at the time and in the manner reasonably determined by its counsel to be required by Law. Notwithstanding anything to the contrary herein, it is hereby understood and agreed that if a Party seeking to make a disclosure to the SEC as set forth in this Section 7.5, and the other Party provides comments within the respective time periods or constraints specified herein or within the respective notice, the Party seeking to make such disclosure or its counsel, as the case may be, will in good faith use commercially reasonable efforts to incorporate such comments, limit disclosure or obtain confidential treatment to the extent reasonably requested by the other Party.

7.6 Publicity. Except in accordance with this Section 7.6, neither Party nor any of their respective Affiliates shall issue any press release or other public statement disclosing any information relating to this Agreement, the activities hereunder, or the transactions contemplated hereby unless mutually agreed in writing by the Parties. Notwithstanding the foregoing, any disclosure that is required by Laws (including the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended) or the rules of a securities exchange or the SEC or the securities regulations of any state or other jurisdiction, or by judicial process, shall be in accordance with Sections 7.3 and 7.5, as applicable. Without limiting the foregoing, if the Parties agree to issue a press release or other public statement, the Parties each agree to provide to each other a copy of any public announcement covered by this Section 7.6 as soon as reasonably practicable under the circumstances prior to its scheduled release. Except under extraordinary circumstances, each Party shall provide the other Party with an advance copy of any such announcement at least [***] prior to its scheduled release. Each Party shall have the right to expeditiously review and recommend changes to any such announcement and, except as otherwise required by Laws or such rules or regulations, the Party whose announcement has been reviewed shall remove any Confidential Information of a reviewing Party that the reviewing Party deems to be inappropriate for disclosure and request in writing that the publishing Party remove from such announcement within the applicable review period (not to exceed [***]). The contents of any announcement or similar publicity that has been reviewed and approved by a reviewing Party can be re-released by such reviewing Party or publishing Party without a requirement for re-approval so long as such disclosure is material to the event or purpose for which the new announcement or publicity is made. Notwithstanding anything to the contrary in this Agreement, in the event any press release or other public statement discloses any information with respect to the research, development, manufacture or commercialization of any Licensed Compound or Licensed Product, including any information related to milestones, Clinical Trials or Regulatory Approvals with respect thereto, such press release or other public statement may not be issued without Celgene's prior written consent, except, and solely, to the extent the issuing Party's counsel determines is required to be disclosed by Law; provided, that Celgene shall be given a reasonable period of time to review any such disclosure and any comments made by Celgene will be incorporated in good faith.

7.7 Additional Provisions.

7.7.1 Residual Information. A Receiving Party may use Residual Information for any purpose, provided that this right to use Residual Information (a) does not represent a license to any Patents Controlled by the Disclosing Party and (b) does not include any right to publish or otherwise disclose to Third Parties or use the tangible source of any Residual Information for any purpose other than as provided for in other provisions of this Agreement with respect to Forma Know-How. A personnel's memory will be considered unaided only if such personnel has not intentionally memorized the information for the purpose of retaining and/or subsequently recording, publishing, disclosing or using it.

7.7.2 Permitted Publications. The Parties recognize the desirability of publishing and publicly disclosing the results of and information regarding, activities under this Agreement. Accordingly, Celgene shall be free to publicly disclose the results of and information regarding its activities under this Agreement. Forma Inc. shall not, and shall cause its Affiliates not to, make any publications or public disclosures regarding the Licensed Compounds or Licensed Product or any Confidential Information of Celgene without Celgene's prior written consent.

7.7.3 Recognition of MJFF. Celgene acknowledges that any Celgene publication disclosing results or information regarding the Licensed Compounds or Licensed Products shall include acknowledgement of the funding provided by The Michael J. Fox Foundation for Parkinson's Research and shall reference the Grant ID 13063.01. Celgene further acknowledges that it will deliver a copy of any such publication to The Michael J. Fox Foundation for Parkinson's Research.

7.8 Clinical Trial Register. Notwithstanding anything to the contrary in this ARTICLE 7, [***]. The Parties shall reasonably cooperate if needed in order to ensure the publication of any such registry information or summaries of data and results from such human Clinical Trials as required on the clinical trial registry of each Celgene and any government-sponsored database such as www.clinicaltrials.gov or other publicly available websites such as www.clinicalstudyresults.org.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of Both Parties. Each Party hereby represents and warrants to the other Party, as of the Effective Date, that:

(a) such Party is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) such Party has taken all necessary action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;

(c) this Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, binding obligation, enforceable against it in accordance with the terms hereof;

(d) the execution, delivery and performance of this Agreement by such Party does not conflict with any agreement or any provision thereof, or any instrument or understanding, oral or written, to which it is a party or by which it is bound, nor violate any Law of any court, governmental body or administrative or other agency having jurisdiction over such Party; and

(e) no government authorization, consent, approval, license, exemption of or filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, under any Laws currently in effect, is or will be necessary for, or in connection with, the transaction contemplated by this Agreement or any other agreement or instrument executed in connection herewith, or for the performance by it of its obligations under this Agreement and such other agreements except as may be required to conduct Clinical Trials or to seek or obtain Regulatory Approvals or applicable Regulatory Filings.

8.2 Representations and Warranties of Forma Inc. Forma Inc. hereby represents and warrants to Celgene, as of the Effective Date, that:

(a) Schedule 8.2(a) sets forth a complete and accurate list of all Forma Patents Controlled by Forma Inc. and/or its Affiliates as of the Effective Date, indicating the owner, licensor and/or co-owner(s), if applicable. Except as set forth on Schedule 8.2(a), Forma Inc. and its Affiliates do not own, or have a license to, or possess as beneficiary a covenant not to sue regarding any Patent that Covers any Licensed Compound or Licensed Product, or that otherwise is necessary or useful to research, develop, manufacture or commercialize any Licensed Compound or Licensed Product as currently contemplated by this Agreement;

(b) Schedule 8.2(b) sets forth a complete and accurate list of all agreements relating to the licensing, sublicensing or other granting of rights with respect to the Forma IP or any Licensed Compound or Licensed Product, to which Forma Inc. or any of its Affiliates is a party as of the Effective Date, and Forma Inc. has provided complete and accurate copies of all such agreements to Celgene (the "***Existing Forma Agreements***"). Except under the Third Party Agreements, Forma Inc. and its Affiliates are not subject to any payment obligations to Third Parties as a result of the execution or performance of this Agreement. Forma Inc. and its Affiliates have not received any written notice alleging any material breach (and Forma Inc. will not be in material breach as a result of the delivery and execution of this Agreement) of any Existing Forma Agreement pursuant to which Forma Inc. and/or its Affiliates receive a license or sublicense of Forma IP (the "***Forma In-Licenses***");

(c) Forma Inc. has all rights, authorizations and consents necessary to grant all rights and licenses it purports to grant to Celgene with respect to the Forma IP under this Agreement;

(d) neither Forma Inc. nor any of its Affiliates has granted any right or license to any Third Party relating to any of the Forma IP that would conflict with or limit the scope of any of the rights or licenses granted to Celgene hereunder;

(e) neither Forma Inc. nor any of its Affiliates has granted any liens or security interests on the Forma IP and the Forma IP is free and clear of any mortgage, pledge, claim, security interest, covenant, easement, encumbrance, lien or charge of any kind;

(f) neither Forma Inc. nor its Affiliates has received any written notice of any claim that any Patent or trade secret right owned or controlled by a Third Party would be infringed or misappropriated by the research, development, manufacture, or commercialization of any Licensed Compound or Licensed Product by either Party, its Affiliates or, in the case of Celgene, its Sublicensees, as currently contemplated by this Agreement;

(g) there are no claims, judgments, settlements, litigations, suits, actions, disputes, arbitration, judicial or legal, administrative or other proceedings or governmental investigations pending to which it is a party or, to Forma Inc.'s knowledge, threatened against Forma Inc. which would be reasonably expected to materially affect or restrict the ability of Forma Inc. to consummate the transactions contemplated under this Agreement and to perform its material obligations under this Agreement, or which would affect in a material manner the Forma IP, Forma Inc.'s Control thereof, or any Licensed Compound or Licensed Product;

(h) to its knowledge, the Forma IP is not being infringed or misappropriated by any Third Party; and

(i) to its knowledge, there are no Patents or Know-How owned by a Third Party and not included in the Forma IP that are necessary for the development, manufacture or commercialization of any Licensed Compound or Licensed Product.

8.3 Representations and Warranties of Celgene. Celgene hereby represents and warrants to Forma Inc., as of the Effective Date, that:

(a) neither Celgene nor its Affiliates has received any written notice of any claim that any Patent or trade secret right owned or controlled by a Third Party would be infringed or misappropriated by the research, development, manufacture, or commercialization of any Licensed Compound or Licensed Product by Celgene, its Affiliates or Sublicensees as currently contemplated by this Agreement; and

(b) there are no claims, judgments, settlements, litigations, suits, actions, disputes, arbitration, judicial or legal, administrative or other proceedings or governmental investigations pending to which it is a party or, to Celgene's knowledge, threatened against Celgene which would be reasonably expected to materially affect or restrict the ability of Celgene to consummate the transactions contemplated under this Agreement and to perform its material obligations under this Agreement.

8.4 Covenants.

8.4.1 Mutual Covenants. Each Party hereby covenants to the other Party that:

(a) all employees of such Party or its Affiliates or Third Party subcontractors or, in the case of Celgene, its Sublicensees, working under this Agreement will be under appropriate confidentiality provisions at least as protective as those contained in this Agreement and the obligation to (i) assign all right, title and interest in and to their inventions and discoveries, whether or not patentable, to such Party as the sole owner thereof or (ii) grant such Party an exclusive, sublicensable license, under such inventions and discoveries to develop and commercialize any Licensed Compounds or Licensed Products; in each case of (i) and (ii), that is consistent with this Agreement;

(b) to its knowledge, such Party will not (i) employ or use, nor hire or use any contractor or consultant that employs or uses, any individual or entity, including a clinical investigator, institution or institutional review board, debarred or disqualified by the FDA (or subject to a similar sanction by any Regulatory Authority outside the United States) or (ii) employ any individual who or entity that is the subject of an FDA debarment investigation or proceeding (or similar proceeding by any Regulatory Authority outside the United States), in each of subclauses (i) and (ii) in the conduct of its activities under this Agreement;

(c) neither Party nor any of its Affiliates shall, during the Term, grant any right or license to any Third Party in any intellectual property rights licensed to the other Party hereunder which would conflict with any of the rights or licenses granted to the other Party hereunder; and

(d) such Party and its Affiliates shall perform its activities pursuant to this Agreement in compliance (and shall ensure compliance by any of its subcontractors) in all material respects with all Laws, including GCP, GLP and GMP as applicable and with respect to the development activities hereunder.

8.4.2 Forma Inc. Covenants. Forma Inc. hereby covenants to Celgene that:

(a) Forma Inc. shall maintain the Forma In-Licenses, and shall not amend, modify or terminate such agreements, and will not breach such agreements, if such amendment, modification, termination or breach would materially adversely affect Celgene's rights under this Agreement;

(b) if Forma Inc. or any of its Affiliates licenses or acquires any Patents or Know-How related to any Licensed Compound or Licensed Product, Forma Inc. or its Affiliate shall ensure that such license or acquisition permits Forma Inc. to grant to Celgene a license or sublicense consistent with the terms of this Agreement; and

(c) neither Forma Inc. nor any of its Affiliates shall, during the Term, grant any right or license to any Third Party in any intellectual property rights licensed to Celgene hereunder which would conflict with any of the rights or licenses granted to Celgene hereunder.

8.5 Disclaimer. Except as otherwise expressly set forth in this Agreement, NONE OF THE PARTIES MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT ANY PATENTS ARE VALID OR ENFORCEABLE, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Without limiting the generality of the foregoing, each Party disclaims any warranties with regards to: (a) the success of any study or test commenced under this Agreement; (b) the safety or usefulness for any purpose of the technology or materials it provides or discovers under this Agreement; or (c) the validity, enforceability, or non-infringement of any intellectual property rights or technology it provides or licenses to the other Party under this Agreement.

ARTICLE 9
INDEMNIFICATION; INSURANCE

9.1 Indemnification by Celgene. Celgene shall indemnify, defend and hold harmless Forma Inc. and its Affiliates, and its and their respective directors, officers, employees and agents (collectively, the "***Forma Indemnitees***"), from and against any and all Damages to the extent arising out of or relating to, directly or indirectly, from any claim (including Claims) based upon:

(a) the gross negligence or willful misconduct of Celgene or its Affiliates and its or their respective directors, officers, employees and agents, in connection with Celgene's performance of its obligations or exercise of its rights under this Agreement;

(b) any breach of any representation or warranty or express covenant made by Celgene under ARTICLE 8 or any other provision under this Agreement; and

(c) the research that is conducted by or on behalf of Celgene and the development, manufacture, storage, handling, use, importation and commercialization by Celgene or its Affiliate or Sublicensee of any Licensed Compound or Licensed Product for any Product Liability claims resulting from any of the foregoing activities described in this Section 9.1(c);

in each case, provided however that, such indemnity shall not apply to the extent Forma Inc. has an indemnification obligation pursuant to Section 9.2 for such Damages; provided, further, that with respect to claims other than Claims, any Damages in the form of reasonable legal expenses, costs of litigation or reasonable attorney's fees shall not be due and payable or otherwise advanced to such Forma Indemnitee unless and until finally determined by a court of competent jurisdiction.

9.2 Indemnification by Forma Parent and Forma Inc. Forma Parent and Forma Inc., jointly and severally, shall indemnify, defend and hold harmless the Celgene Indemnitees, from and against any and all Damages to the extent arising out of or relating to, directly or indirectly, from any claim (including Claims) based upon:

(a) the gross negligence or willful misconduct of Forma Inc. or its Affiliates or its or their respective directors, officers, employees and agents, in connection with Forma Inc.'s performance of its obligations or exercise of its rights under this Agreement;

(b) any breach of any representation or warranty or express covenant made by Forma Inc. under ARTICLE 8 or any other provision under this Agreement; and

(c) the research that is conducted by or on behalf of Forma Inc. (excluding any research carried out by or on behalf of Celgene or its Affiliates or Sublicensees

hereunder), and the development, manufacture, storage, handling, use, importation and commercialization by Forma Inc. or its Affiliates of any Licensed Compound or Licensed Product for any Product Liability claims resulting from any of the foregoing activities described in this Section 9.2(c)

in each case, provided however that, such indemnity shall not apply to the extent Celgene has an indemnification obligation pursuant to Section 9.1 for such Damages; provided, further, that with respect to claims other than Claims, any Damages in the form of reasonable legal expenses, costs of litigation or reasonable attorney's fees shall not be due and payable or otherwise advanced to such Celgene Indemnitee unless and until finally determined by a court of competent jurisdiction.

9.3 Notice of Claims.

9.3.1 Indemnification Claim. A claim to which indemnification applies under Section 9.1 or Section 9.2 shall be referred to herein as an "***Indemnification Claim***" If the Indemnitee intends to claim indemnification under this ARTICLE 9, the Indemnitee shall notify Indemnitor in writing, promptly upon becoming aware of an Indemnification Claim, describing in reasonable detail the facts giving rise to the Indemnification Claim; provided, that an Indemnification Claim in respect of any action at law or suit in equity by or against a Third Party as to which indemnification shall be sought shall be given promptly after the action or suit is commenced (provided that the Indemnitee is aware of such commencement); and provided further, that the failure by an Indemnitee to give such notice shall not relieve the Indemnitor of its indemnification obligation under this Agreement except and only to the extent that the Indemnitor is actually prejudiced as a result of such failure to give notice.

9.3.2 Dispute Notice. The Indemnitor that has received an Indemnification Claim may object to any liability set forth in the Indemnification Claim by delivering written notice to the Indemnitee of the Indemnitor's objection (a "***Dispute Notice***") within twenty (20) Business Days after delivery of the Indemnification Claim. Such Dispute Notice must describe the grounds for such objection in reasonable detail.

9.4 Indemnification Procedures. If an Indemnitee receives written notice of a claim from a Third Party that the Indemnitee believes may result in a claim for indemnification under this ARTICLE 9 (a "***Third Party Claim***"), such Indemnitee shall deliver an Indemnification Claim to the Indemnitor in accordance with the provisions of Section 9.3. If the Litigation Conditions are satisfied, then the Indemnitor shall have the right to assume and control the defense of the Third Party Claim, at its own expense with counsel selected by it and reasonably acceptable to the Indemnitee, by delivering written notice of its assumption of such defense to the Indemnitee within twenty (20) Business Days of its receipt of notice of such Third Party Claim from the Indemnitee (but the Indemnitor shall in any event have the right to assume and control the defense of a Third Party Claim that initially sought injunctive or non-monetary damages from the Indemnitee when the only remaining dispute in such matter is the determination of monetary damages or when the only remaining relief sought by the Third Party in such matter is monetary damages, whichever is first); provided, however, that the Indemnitee shall have the right to retain its own counsel, with the reasonable fees and expenses to be paid by the Indemnitor, if (a) representation of the Indemnitee by the counsel retained by the Indemnitor would be inappropriate due to actual or potential conflict of interests between such Indemnitee and Indemnitor, (b) the Indemnitor has

failed within a reasonable time to retain counsel, (c) the Indemnitee shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnitor, or (d) at any time the Litigation Conditions are not satisfied with respect to such Third Party Claim. In each case the Party that is controlling the defense of such Third Party Claim shall keep the non-controlling Party reasonably apprised of the status of the Third Party Claim and the non-controlling Party shall be entitled to otherwise monitor such Third Party Claim at its sole cost and expense. If the Third Party Claim seeks injunctive relief or non-monetary damages against or from the Indemnitee or if the Indemnitor does not assume the defense of the Third Party Claim as described in this Section 9.4, the Indemnitee shall be permitted to assume and control the defense of such Third Party Claim (but shall have no obligation to do so) and in such event shall be entitled to settle or compromise the Third Party Claim in its sole and reasonable discretion, provided that if the Indemnitee is entitled to assume the defense of the Third Party Claim pursuant to this Section 9.4 solely because the Third Party Claim seeks injunctive relief or non-monetary damages against or from the Indemnitee, then the Indemnitee shall not settle or compromise such Third Party Claim in any manner that involves the payment of monetary damages without the prior written consent of the Indemnitor, which consent the Indemnitor shall not unreasonably withhold, condition or delay. If the Indemnitor has assumed and controls the defense of the Third Party Claim in accordance with this Section 9.4, (i) the Indemnitee shall not settle or compromise the Third Party Claim without the prior written consent of the Indemnitor, such consent not to be unreasonably withheld, conditioned or delayed and (ii) the Indemnitor shall not settle or compromise the Third Party Claim in any manner that would result in the payment of amounts by the Indemnitee, impose any other obligation on the Indemnitee or otherwise have an adverse effect on the Indemnitee's rights or interests (including any rights under this Agreement or the scope or enforceability of any Patents licensed by one Party to another Party pursuant to this Agreement), without the prior written consent of the Indemnitee. In each case, the Party that is not controlling the defense of any Third Party Claim shall reasonably cooperate with the Party that is controlling the defense of such Third Party Claim, at the non-controlling Party's expense and shall make available to the controlling Party all pertinent information under the control of the non-controlling Party, which information shall be subject to ARTICLE 7. Each Party shall use commercially reasonable efforts to avoid production of Confidential Information of the other Party (consistent with Law and rules of procedure), and to cause all communications among employees, counsel and other representatives of such Party to be made so as to preserve any applicable attorney-client or work-product privileges.

9.5 Remedies. The indemnification rights in this ARTICLE 9 shall be the sole and exclusive remedy and the sole basis for and means of recourse by the Parties with respect to any Damages to the extent arising out of or relating to, directly or indirectly, any Claim with respect to any breach of the respective representations, warranties, covenants and obligations pursuant to this Agreement or otherwise arising out of this Agreement, regardless of the theory or cause of action pled, except for the remedies of specific performance, injunction and other equitable relief.

9.6 Insurance. Each Party shall maintain, at its cost, a program of insurance and/or self-insurance against liability and other risks associated with its activities and obligations under this Agreement, including as applicable Clinical Trials that such Party is conducting, the commercialization of any Licensed Product, and its indemnification obligations hereunder, in such amounts, subject to such deductibles and on such terms as are customary for such Party for the activities to be conducted by it under this Agreement.

9.7 LIMITATION OF LIABILITY. EXCEPT (A) FOR A BREACH OF SECTION 6.2 OR ARTICLE 4 OR ARTICLE 7 OR (B) FOR CLAIMS OF A THIRD PARTY THAT ARE SUBJECT TO INDEMNIFICATION UNDER THIS ARTICLE 9 OR (C) FOR DAMAGES DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LIABLE PARTY, NEITHER FORMA PARENT, FORMA INC. NOR CELGENE, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBLICENSEES WILL BE LIABLE TO THE OTHER PARTY TO THIS AGREEMENT, ITS AFFILIATES OR SUBLICENSEES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOST PROFITS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), INDEMNITY OR CONTRIBUTION, AND IRRESPECTIVE OF WHETHER THAT PARTY OR ANY REPRESENTATIVE OF THAT PARTY HAS BEEN ADVISED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF, ANY SUCH LOSS OR DAMAGE.

ARTICLE 10
TERM AND TERMINATION

10.1 Term. This Agreement shall become effective on the Effective Date and, unless earlier terminated pursuant to this ARTICLE 10, shall remain in effect on a country-by-country basis until it expires upon the ceasing of making, having made, using, importing, offering for sale and selling any Licensed Compounds and Licensed Products in such country (the "***Term***").

10.2 Termination Without Cause. Celgene shall have the right, at its sole discretion, to terminate this Agreement with respect to one or more Licensed Products(s) or in its entirety, upon [***] prior written notice to Forma Inc. hereunder; it being understood and agreed that Celgene shall be entitled to terminate upon [***] written notice at any time it reasonably determines that such termination is necessary to comply with any Antitrust Law.

10.3 Termination for Cause.

10.3.1 Termination for Safety Reasons. Notwithstanding the foregoing, Celgene shall have the right to terminate this Agreement immediately on a Licensed Compound-by-Licensed Compound or Licensed Product-by-Licensed Product basis upon written notice to Forma Inc. based on Safety Reasons. Upon such termination for Safety Reasons, Celgene shall be responsible, at its expense, for the wind-down, if any, of any development of the applicable Licensed Compound or Licensed Product (including any Clinical Trials for the applicable Licensed Compound or Licensed Product being conducted by or on behalf of Celgene, in consultation with the applicable Regulatory Authority) and any commercialization activities for the applicable Licensed Compound or Licensed Product. Such termination shall become effective upon the date that Celgene notifies Forma Inc. in writing that such wind-down is complete. Upon such termination for Safety Reasons, all licenses granted by one Party to the other Party under this Agreement shall terminate solely with respect to the applicable Licensed Compound or Licensed Product. Upon mutual agreement of the Parties, Celgene shall transfer and assign to Forma Inc. any Regulatory Filings and Regulatory Approvals that have been filed by Celgene for the applicable Licensed Compound or Licensed Product and all data (including Regulatory Data) made, collected or otherwise generated under this Agreement by Celgene in connection with its activities for the applicable Licensed Compound or Licensed Product, and Forma Inc. shall be permitted to use such data for any purpose.

10.3.2 Termination by Either Party for Breach. Except as provided in Section 10.3.3 with respect to a material breach of Celgene's obligation to use Commercially Reasonable Efforts (which shall be governed by Section 10.3.3), this Agreement and the rights granted herein may be terminated by either Party for the material breach by the other Party of this Agreement, provided that (a) the breaching Party has not cured such breach within [***] (or [***], in case of Celgene's payment obligations under this Agreement) after the date of written notice to the breaching Party of such breach, which notice shall describe such breach in reasonable detail and shall state the non-breaching Party's intention to terminate this Agreement pursuant to this Section 10.3.2 and (b) the other Party's termination rights shall be limited to a termination of this Agreement with respect to the applicable Licensed Product and, with respect to termination by Forma Inc., only in the country(ies) materially and adversely impacted by such material breach.

10.3.3 Termination by Forma Inc. for Failure of Celgene To Use Commercially Reasonable Efforts.

(a) Forma Inc. shall have the right to terminate this Agreement on a country-by-country and Licensed Product-by-Licensed Product basis if Celgene is in material breach of its obligations to use Commercially Reasonable Efforts as set forth in Section 2.2 with respect to such country and such Licensed Product; provided, however, such license shall not so terminate unless (i) Celgene is given [***] prior written notice by Forma Inc., labeled as a "notice of material breach for failure to use Commercially Reasonable Efforts," of Forma Inc.'s intent to terminate, stating the reasons and justification for such termination and recommending steps which Forma Inc. believes Celgene should take to cure such alleged breach, and (ii) Celgene, or its Affiliates or Sublicensees, has not (A) during the [***] period following such notice, provided Forma Inc. with a plan for the development and/or commercialization of such Licensed Product in such country and (B) during the [***] period following such notice carried out such plan and cured such alleged breach by pursuing the development and/or commercialization of such Licensed Product in such country.

(b) If Celgene disputes in good faith the existence or materiality of an alleged breach specified in a notice provided by Forma Inc. pursuant to Section 10.3.3(a), and if Celgene provides notice to Forma Inc. of such dispute within [***] following such notice provided by Forma Inc., Forma Inc. shall not have the right to terminate this Agreement unless and until the existence of such material breach or failure by Celgene has been determined in accordance with Section 10.5 and Celgene fails to cure such breach within [***] following such determination. Except as set forth in Section 10.3.3(c), it is understood and acknowledged that during the pendency of such a dispute, all of the terms and conditions of this Agreement shall remain in effect and the Parties shall continue to perform all of their respective obligations hereunder.

(c) No milestone payments by Celgene as set forth in Section 5.2 will be due on milestones achieved, with respect to the applicable country and Licensed Product for which termination is sought, during the period between the notice of termination under this Section 10.3.3 or Section 10.3.2 and the effective date of termination; provided, however, if Celgene provides notice of a dispute pursuant to Section 10.3.3(b) or otherwise and such dispute

is resolved in a manner in which no termination of this Agreement with respect to such country and such Licensed Product occurs, then upon such resolution Celgene will promptly pay to Forma Inc. the applicable milestone payment for each milestone achieved during the period between the notice of termination under this Section 10.3.3 or Section 10.3.2 and the resolution of such disputes.

10.4 Termination for Patent Challenges. If Celgene or any of its Affiliates directly or indirectly makes, files or maintains any claim, demand, lawsuit or cause of action to challenge the validity or enforceability of any Forma IP (other than as may be necessary or reasonably required to assert a cross-claim or a counter-claim or to respond to a court request or order or administrative law request or order), Forma Inc. may terminate this Agreement immediately upon written notice to Celgene with respect to such Forma IP; it being understood and agreed that Forma Inc.'s right to terminate this Agreement under this Section 10.4 shall not apply to any Affiliate of such Party that first becomes an Affiliate of such Party as a result of or after the date of a Business Combination involving such Party, where such new Affiliate was undertaking any of the activities described in the foregoing clause prior to such Business Combination. For the avoidance of doubt, an action by Celgene in accordance with ARTICLE 6 to amend claims within a pending patent application of the Forma IP during the course of Celgene's Prosecution and Maintenance of such pending patent application or in defense of a Third Party proceeding shall not constitute a challenge under this Section 10.4.

10.5 Termination for Bankruptcy. If either Party makes a general assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over all or substantially all of its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not dismissed, discharged, bonded or stayed within sixty (60) Business Days after the filing thereof, the other Party may terminate this Agreement in its entirety effective immediately upon written notice to such Party. In connection therewith, the provisions of Section 6.1.4 shall apply.

10.6 Effects of Termination.

10.6.1 Termination Pursuant to Section 10.2 (Termination Without Cause), 10.3.2 (Termination by Either Party for Breach, Subject to Section 10.6.3), 10.3.3 (Termination by Forma Inc. for Failure of Celgene To Use Commercially Reasonable Efforts) or 10.5 (Termination for Bankruptcy). Upon termination of this Agreement by Forma Inc. pursuant to Section 10.3.2, 10.3.3 or 10.5, or by Celgene pursuant to Section 10.2 or, subject to Section 10.3.2:

(a) as of the effective date of such termination, all licenses granted by one Party to the other Party under this Agreement shall terminate automatically;

(b) each Party shall return or destroy all Confidential Information of the other Party as required by ARTICLE 7;

(c) to the extent permitted by Law, Celgene shall transfer and assign to Forma Inc. all Regulatory Filings and Regulatory Approvals relating to the Licensed Compounds and Licensed Products and shall treat the foregoing as "Confidential Information" of Forma Inc. under ARTICLE 7;

(d) subject to Section 10.6.1(j), Celgene shall grant and hereby does grant to Forma Inc., upon the effective date of termination, a non-exclusive, fully paid, worldwide, fully transferable, irrevocable license (with the right to grant sublicenses through multiple tiers) under the Celgene IP and Celgene's interest in the Joint IP solely for the purpose of and to the extent necessary to make, have made, use, sell, offer for sale and import the then- current Licensed Compounds and Licensed Products; provided, that with respect to the Celgene IP, (x) such license shall apply solely for the purpose of and to the extent such Celgene IP is then being used as of the effective date of such termination, and is incorporated in any Licensed Compound or Licensed Product as of the effective date of such termination; and (y) if any such Celgene IP is licensed to Celgene or any of its Affiliates by a Third Party that is subject to payments due to any Third Party, Celgene shall notify Forma Inc. of such Third Party payment obligations and such Celgene IP will only be included in the foregoing license if Forma Inc. agrees in writing to be responsible for all payments due to such Third Party for the use of such Celgene IP and, in connection with such agreement, the Parties shall negotiate, in good faith, how such Third Party payments for such Celgene IP will be calculated in light of all facts and circumstances applicable to such Third Party payments (e.g., taking into account royalty tiers, royalty caps, and other similar payment provisions);

(e) with respect to any Marks registered by Celgene solely pertaining to any Licensed Product (excluding, for example, any such Marks that include, in whole or part, any corporate name or logo of Celgene), Celgene shall grant and hereby does grant to Forma Inc., upon the effective date of termination, a non-exclusive, fully paid, worldwide, fully transferable, irrevocable license (with the right to grant sublicenses through multiple tiers) under such Marks solely to the extent necessary to commercialize Licensed Products;

(f) during the time period set forth in the next sentence, Celgene shall provide reasonable assistance to Forma Inc., at Forma Inc.'s cost, in Forma Inc.'s efforts to establish or procure an independent manufacturing source for Licensed Compounds and Licensed Products. At Forma Inc.'s request, in the event Celgene is manufacturing Licensed Products, Celgene shall use Commercially Reasonable Efforts to supply to Forma Inc. sufficient quantities, upon reasonable advance notice and consistent with Celgene's manufacturing capabilities, of Licensed Products to satisfy Forma Inc.'s and its Sublicensees' requirements for Licensed Products for a period of the earlier of (i) [***] or (ii) [***]; provided that Forma Inc. shall use Commercially Reasonable Efforts to effect such assignment (or transition) as promptly as practicable. Such supply shall be at a price [***]. Any such supply will be made pursuant to a mutually acceptable supply agreement between the Parties. In the event that Celgene has one or more agreements with Third Party manufacturers with respect to the manufacture of a Licensed Product, at Forma Inc.'s request and cost, Celgene shall use Commercially Reasonable Efforts to transfer its rights and obligations under such agreement(s) to Forma Inc. upon any such termination;

(g) for a period of up to [***] following the effective date of termination, Celgene shall provide commercially-reasonable assistance, to be reimbursed by Forma Inc. at a rate to be agreed upon by the Parties, such assistance not to exceed a maximum of [***]. Such assistance shall be rendered by Celgene's then-current employees and Celgene shall have no obligation to hire or contract with any other Person for any services related to such assistance; provided that (A) Celgene need only use Commercially Reasonable Efforts to provide such assistance and (B) Celgene will not be liable for any error or omission in rendering such assistance or the services provided, and in any case, Celgene's liabilities with respect to such assistance and services will be limited to the amount Celgene receives therefor from Forma Inc.;

(h) upon Forma Inc.'s request and election, with respect to each Clinical Trial for Licensed Products ongoing as of the effective date of termination, Celgene shall either: (i) terminate such Clinical Trial at Celgene's cost, (ii) complete such Clinical Trial at Celgene's cost or (iii) transfer to Forma Inc. the management and continued performance of such Clinical Trial at Forma Inc.'s cost; and

(i) Forma Inc. shall have the right to purchase from Celgene any and all of the inventory of Licensed Products held by Celgene as of the effective date of termination at [***], such right to be exercised within [***] after the effective date of termination; and

(j) in the event termination is by Celgene pursuant to Section 10.3.2, subject to Section 10.6.2, and Forma Inc. or its Affiliate or sublicensee, each by itself or with or through a Third Party, subsequently sells, has sold or commercializes any corresponding Licensed Product (other than a Licensed Product that does not comprise, incorporate or otherwise use any Patents or Know-How Controlled by Celgene that are licensed to Forma Inc. under this Agreement) upon termination and receives any remuneration therefor, then Forma Inc. or its Affiliate or sublicensee will pay to Celgene a royalty rate (net of any applicable withholding taxes) with respect to net sales of such Licensed Product [***] to be agreed upon by the Parties, but in no event to exceed [***] ([***]%); provided, that if such termination is limited to a particular Licensed Product or country, then (A) all of the foregoing licenses (whether terminated or granted), rights and obligations shall be limited to such particular Licensed Product or country, as applicable, and (B) the obligation to return or destroy Confidential Information of the other Party set forth in the foregoing subclause (b) shall be limited to that Confidential Information that is solely related to such particular Licensed Product or country, as applicable. Further, any Know-How (including materials and Regulatory Data), Regulatory Filings, Regulatory Approvals and any other data or information transferred by Celgene to Forma Inc. pursuant to this Section 10.6.1 is provided "as is" without warranty of any kind, whether express or implied, including warranties of title or non-infringement or the implied warranties of merchantability or fitness for a particular use.

10.6.2 Termination by Celgene pursuant to Section 10.3.2 for Specified Material Breaches or 10.5 (Termination for Bankruptcy). In the event Celgene has provided Forma Inc. with written notice pursuant to Section 10.3.2 of Forma Inc.'s material breach of any of the following provisions: ARTICLE 4 or ARTICLE 7, or Section 11.4 (each, a "***Specified Material Breach***") and such Specified Material Breach is not cured within the cure period set forth in Section 10.3.2 or finally determined pursuant to the dispute resolution terms of Section 11.6, or Celgene terminates this Agreement pursuant to Section 10.5, all rights and obligations of the Parties under this Agreement shall terminate, except that the licenses granted in Sections 6.1 shall survive, and Celgene's payment obligations (subject to this Section 10.6.2), and Section 10.7 shall survive. In addition, with respect to any Patent Controlled by Forma Inc. or any of its Affiliates that is licensed to Celgene under this Agreement, as between the Parties, Celgene shall have the first right (but not the obligation) to Prosecute and Maintain, enforce and defend such Patents and Forma Inc. shall provide such assistance and cooperation as may be reasonably necessary in connection therewith.

10.6.3 Termination by Forma Pursuant to Section 10.4 (Termination for Patent Challenges). Upon termination of this Agreement by Forma Inc. pursuant to Section 10.4, as of the effective date of such termination, all licenses granted by one Party to the other Party under this Agreement with respect to the challenged Patent shall terminate automatically. All other terms and provisions of this Agreement shall remain in effect.

10.6.4 Survival of Sublicensees. Notwithstanding the foregoing, no termination of this Agreement shall be construed as a termination of any sublicense of any Sublicensee hereunder, and thereafter each such Sublicensee shall be considered a direct licensee of Forma Inc.; provided that such Sublicensee agrees in writing to assume all applicable obligations of Celgene under this Agreement.

10.7 Surviving Provisions.

10.7.1 Accrued Rights; Remedies. Termination, relinquishment or expiration of this Agreement for any reason shall be without prejudice to any rights that shall have accrued to the benefit of any Party prior to such termination, relinquishment or expiration, including the payment obligations under ARTICLE 5 hereof, and any and all damages or remedies (whether in law or in equity) arising from any breach hereunder. Such termination, relinquishment or expiration shall not relieve any Party from obligations which are expressly indicated to survive termination of this Agreement. Except as otherwise expressly set forth in this Agreement, the termination provisions of this ARTICLE 10 are in addition to any other relief and remedies available to either Party under this Agreement and at Law.

10.7.2 Survival. Notwithstanding any provision herein to the contrary, the rights and obligations of the Parties set forth in Section 2.5 (No Representations), the last sentence of Section 3.1 (No Representations of Forma) Section 6.2 (Ownership), ARTICLE 7 (Confidentiality), Section 8.5 (Disclaimer), ARTICLE 9 (Indemnification; Insurance) (except Section 9.5), Section 10.6 (Effects of Termination), Section 10.7 (Surviving Provisions), and ARTICLE 11 (Miscellaneous), as well as any rights or obligations otherwise accrued hereunder (including any unpaid accrued payment obligations existing as of the date of such expiration or termination), shall survive the expiration or termination of this Agreement. For the avoidance of doubt, in the event notice of termination of this Agreement is given prior to achievement of any milestone set forth in ARTICLE 5, Celgene shall not be obligated to make any milestone payment to Forma Inc. with respect to any milestone achieved following the notice of such termination, except that with respect to notice of termination under Section 10.3.2 or 10.3.3 for a breach that is disputed by the allegedly breaching Party, such milestones shall become payable pursuant to Section 10.3.3(c).

10.7.3 Right to Set-off. Each Party has the right at all times to retain and set off [***] ([***]%) of the amount of any Damages as judicially determined in a final judgment to be payable to the other Party against [***] ([***]%) of any amounts due and owing to the other Party under this Agreement.

ARTICLE 11
MISCELLANEOUS

11.1 Severability. If any one or more of the terms or provisions of this Agreement is held by a court of competent jurisdiction or arbitrator to be void, invalid or unenforceable in any situation in any jurisdiction, such holding shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the invalid, void or unenforceable term or provision in any other situation or in any other jurisdiction and the term or provision shall be considered severed from this Agreement, unless the invalid or unenforceable term or provision is of such essential importance to this Agreement that it is to be reasonably assumed that the Parties would not have entered into this Agreement without the invalid or unenforceable term or provision. If the final judgment of such court or arbitrator declares that any term or provision hereof is invalid, void or unenforceable, the Parties agree to (a) reduce the scope, duration, area or applicability of the term or provision or to delete specific words or phrases to the minimum extent necessary to cause such term or provision as so reduced or amended to be enforceable, and (b) make a good faith effort to replace any invalid or unenforceable term or provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Agreement may be realized.

11.2 Notices. Any notice required or permitted to be given by this Agreement shall be in writing and in English and shall be (a) delivered by hand or by overnight courier with tracking capabilities, (b) mailed postage prepaid by first class, registered, or certified mail, or (c) delivered by facsimile followed by delivery via either of the methods set forth in Section 11.2, in each case, addressed as set forth below unless changed by notice so given:

If to Celgene:

Celgene Corporation
86 Morris Avenue
Summit, NJ 07901
Attention: Senior Vice President Business Development
Telephone: [***]
Facsimile: [***]

With copies to:

Celgene Corporation
86 Morris Avenue
Summit, New Jersey 07901
Attention: General Counsel
Telephone: [***]
Facsimile: [***]

And:

Dechert LLP
1900 K St NW
Washington, DC 20006
Attention: [***] Telephone: [***]
Facsimile: [***]

If to Forma Inc.:

Forma Therapeutics, Inc.
500 Arsenal St, Suite 100
Watertown, MA 02472
Attention: Chief Business Officer
Telephone: [***]
Facsimile: [***]

With a copy to:

Forma Therapeutics, Inc.
500 Arsenal St, Suite 100
Watertown, MA 02472
Attention: General Counsel
Telephone: [***]
Facsimile: [***]

And:

Polsinelli PC
One International Place
Suite 3900
Boston, MA 02110
Attention: [***]
Telephone: [***]
Facsimile: [***]

Any such notice shall be deemed given on the date received, except any notice received after 5:30 p.m. (in the time zone of the receiving party) on a Business Day or received on a non-Business Day shall be deemed to have been received on the next Business Day. A Party may add, delete, or change the person or address to which notices should be sent at any time upon written notice delivered to the other Parties in accordance with this Section 11.2.

11.3 Force Majeure. Except for the payment of money, no Party shall be liable for delay or failure in the performance of any of its obligations hereunder if such delay or failure is due to Force Majeure; provided, however, that the affected Party promptly notifies the other Parties and further provided that the affected Party shall use its commercially reasonable efforts to avoid or remove such causes of non-performance and to mitigate the effect of such occurrence, and shall continue performance with the utmost dispatch whenever such causes are removed. When such circumstances arise, the Parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution.

11.4 Assignment. This Agreement may not be assigned by any Party, nor may any Party delegate its obligations or otherwise transfer licenses or other rights created by this Agreement, except as expressly permitted hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld, delayed or conditioned; provided that, for the avoidance of doubt, none of the following, in and of itself, shall be deemed to constitute an assignment of this Agreement by a Party: (a) a sale or transfer of the capital stock or equity interests of a Party (including pursuant to a tender offer), (b) a conversion of a Delaware limited liability company to a Delaware corporation pursuant to DGCL 265, (c) an election filed on IRS Form 8832 with respect to such Party or (d) a merger or consolidation involving such Party (including a holding company merger) where such Party is the surviving entity; and provided further that without consent of the other Party:

(i) Celgene may assign this Agreement, or any rights or obligations hereunder, in whole or in part, to (A) an Affiliate (and an Affiliate of Celgene may assign this Agreement to another Affiliate of Celgene or to Celgene) or (B) its successor in connection with the merger, consolidation, or sale of all or substantially all of its assets or that portion of its business pertaining to the subject matter of this Agreement;

(ii) Forma Inc. or Forma Parent may assign this Agreement, or any rights or obligations hereunder, in whole or in part, to (A) an Affiliate (and an Affiliate of Forma Inc. or Forma Parent may assign this Agreement to another Affiliate of Forma Inc. or Forma Parent or to Forma Inc. or Forma Parent) or (B) its successor in connection with the merger, consolidation, or sale of all or substantially all of its assets or that portion of its business pertaining to the subject matter of this Agreement; in each case, so long as: (1) Forma Inc. or Forma Parent, as applicable, provides Celgene with advance written notice of such assignment at least ten (10) Business Days prior to any assignment under clause (A) above and at least twenty (20) Business Days prior to any assignment under clause (B) above, (2) Forma Inc. remains fully liable for the performance of its obligations under this Agreement by its assignee following the assignment, (3) the assignee irrevocably and unconditionally assumes full performance of all assigned obligations, (4) in the case of an assignment by Forma Inc., all Forma IP and Forma Inc.'s interests in the Joint IP are transferred to such assignee concurrent with such assignment, (5) Celgene continues to be provided with the full benefits of its rights under this Agreement following such assignments (after taking into account all risks involving applicable counter-party performance and bankruptcy and insolvency risks, including those involving contractual rejection under 11 USC §365) as if no such assignment(s) had occurred and (6) Forma Inc. delivers to Celgene written evidence, upon which Celgene is entitled to rely, of (2), (3), (4) and (5) prior to such assignment; provided, that, (I) Forma Inc. may only assign such Forma IP or Joint IP to an Affiliate if such Affiliate becomes a party to this Agreement pursuant to an amendment to this Agreement whereby such Affiliate would agree to assume all obligations hereunder, and grant to Celgene all rights hereunder, with respect to the assets so assigned; and (II) Forma Inc. or Forma Parent may only assign this Agreement if it assigns any and all assets held by Forma Inc. or Forma Parent, as the case may be, with respect thereto, to the same assignee, at the same time.

Forma Inc. and Forma Parent may assign their rights to receive payments under ARTICLE 5 to any Third Party (so long as such payments remain subject to all other terms and conditions of this Agreement) and will give notice to Celgene of any such assignment.

The terms of this Agreement will be binding upon and will inure to the benefit of the successors, heirs, administrators and permitted assigns of the Parties. Any purported assignment in violation of this Section 11.4 will be null and void *ab initio*.

11.5 Waivers and Modifications. The failure of any Party to insist on the performance of any obligation hereunder shall not be deemed to be a waiver of such obligation. Waiver of any breach of any provision hereof shall not be deemed to be a waiver of any other breach of such provision or any other provision on such occasion or any succeeding occasion. No waiver, modification, release, or amendment of any obligation under or provision of this Agreement shall be valid or effective unless in writing and signed by the Parties against whom enforcement is sought.

11.6 Informal Dispute Resolution. In the event of any dispute, controversy or claim between, on the one hand, Forma Parent or Forma Inc. (as applicable), and, on the other hand, Celgene, in connection with this Agreement, the construction hereof, or the rights, duties, or liabilities of any Party (collectively, "***Disputes***"), Forma Inc. (on behalf of itself and/or Forma Parent) and Celgene shall first attempt in good faith to resolve such dispute by negotiation and consultation between themselves. If such Dispute is not resolved on an informal basis within ten (10) Business Days, either Forma Inc. (on behalf of itself and/or Forma Parent) or Celgene may, by written notice to Celgene or Forma Inc. and/or Forma Parent (as applicable), respectively, refer the dispute to the Executive Officers for attempted resolution by good faith negotiation within twenty (20) Business Days after such notice is received. Such Executive Officers shall attempt in good faith promptly to resolve such Dispute. If any matter is not resolved under the foregoing provisions, Forma Inc. and/or Forma Parent (as applicable) or Celgene may, at its sole discretion, seek resolution of such matter in accordance with Section 11.7. Notwithstanding the foregoing, each Party shall have the right to seek equitable relief pursuant to Section 11.7 during any negotiations under this Section 11.6 if necessary to protect the interests of such Party or to preserve the status quo pending such negotiations.

11.7 Choice of Law; Jurisdiction; Venue. This Agreement shall be governed by, enforced, and shall be construed in accordance with the Laws of the State of New York without regard to any conflicts of law provision that would result in the application of the Laws of any State other than the State of New York and excluding the United Nations Convention on Contracts for the International Sale of Goods; provided however that with respect to matters involving the enforcement of intellectual property rights, the Laws of the applicable country shall apply. Each Party hereby irrevocably and unconditionally (a) consents to submit to the non-exclusive jurisdiction of the state and federal courts located in New York, New York, for any Actions or Proceeding arising out of or relating to this Agreement and the transactions contemplated hereby and (b) waives any objection to the laying of venue of any Action or Proceeding arising out of this Agreement or the transactions contemplated hereby in the state and federal courts of New York, New York, and agrees not to plead or claim in any such court that any such Action or Proceeding brought in any such court has been brought in an inconvenient forum. In addition, during the pendency of any dispute under this Agreement initiated before the end of any applicable cure period, (i) this Agreement will remain in full force and effect, (ii) the provisions of this Agreement relating to termination will not be effective, (iii) the time periods for cure as to any termination notice given prior to the initiation of the court proceeding will be tolled, and (iv) neither Party will issue a notice of termination pursuant to this Agreement based on the subject matter of the court proceeding (and no effect will be given to previously issued termination notices), until the court has confirmed the existence of the facts claimed by a Party to be the basis for the asserted material breach.

11.8 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

11.9 Relationship of the Parties. Forma Inc. and Celgene are independent contractors under this Agreement. Nothing contained herein is intended or is to be construed so as to constitute (a) Forma Inc. as partner, agent, or joint venturer of Celgene or (b) Celgene as a partner, agent or joint venturer of Forma Inc. Neither Forma Inc. nor Celgene shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of Celgene or Forma Inc., respectively, or to bind Celgene or Forma Inc., respectively, to any contract, agreement, or undertaking with any Third Party. There are no express or implied third party beneficiaries hereunder.

11.10 Entire Agreement. This Agreement, together with the attached Exhibits and Schedules, contains the entire agreement by the Parties with respect to the subject matter hereof and supersedes any prior express or implied agreements, understandings and representations, either oral or written, which may have related to the subject matter hereof in any way, including any and all term sheets relating to the transactions contemplated by this Agreement and exchanged between the Parties prior to the Effective Date.

11.11 Counterparts. This Agreement may be executed in counterparts with the same effect as if both Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument. Any such counterpart, to the extent delivered by Electronic Delivery shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent that such defense relates to lack of authenticity.

11.12 Equitable Relief. Notwithstanding anything the contrary herein, the Parties shall be entitled at any time to seek equitable relief, including injunction and specific performance, as a remedy for any breach of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity. The Parties further agree not to raise as a defense or objection to the request or granting of such relief that any breach of this Agreement is or would be compensable by an award of money damages.

11.13 Interpretation. This Agreement has been diligently reviewed by and negotiated by and between the Parties, in such negotiations each of them has been represented by competent counsel, and the final agreement contained herein, including the language whereby it has been expressed, represents the joint efforts of the Parties and their counsel. Accordingly, in interpreting this Agreement or any provision hereof, no presumption shall apply against any Party as being responsible for the wording or drafting of this Agreement or any such provision, and ambiguities, if any, in this Agreement shall not be construed against any Party, irrespective of which Party may be deemed to have authored the ambiguous provision.

(a) The definitions of the terms herein shall apply equally to the singular and plural forms of the terms defined and where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The word "will" shall be construed to have the same meaning and effect as the word "shall." The word "any" shall mean "any and all" unless otherwise clearly indicated by context. The word "including," "includes," "include," "for example," and "e.g." will be deemed to be followed by the words "without limitation." The word "or" is disjunctive but not necessarily exclusive. The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) Unless the context requires otherwise, (i) 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 or therein), (ii) any reference to any Laws herein shall be construed as referring to such Laws as from time to time enacted, repealed, or amended, (iii) any reference herein to any Person shall be construed to include the Person's successors and assigns, and (iv) all references herein to Articles, Sections, Schedules or Exhibits, unless otherwise specifically provided, shall be construed to refer to Articles, Sections, Schedules and Exhibits of this Agreement.

(c) Headings, captions and the table of contents are for convenience only and are not to be used in the interpretation of this Agreement.

(d) No prior draft of this Agreement nor any course of performance or course of dealing shall be used in the interpretation or construction of this Agreement. No parole evidence shall be introduced in the construction or interpretation of this Agreement unless the ambiguity or uncertainty in issue is plainly discernable from a reading of this Agreement without consideration of any extrinsic evidence.

(e) Although the same or similar subject matters may be addressed in different provisions of this Agreement, the Parties intend that, except as reasonably apparent on the face of the Agreement or as expressly provided in this Agreement, each such provision shall be read separately, be given independent significance and not be construed as limiting any other provision of this Agreement (whether or not more general or more specific in scope, substance or content).

(f) The doctrine of election of remedies shall not apply in constructing or interpreting the remedies provisions of this Agreement or the equitable power of a court or arbitrator considering this Agreement or the transactions contemplated hereby.

(g) It is understood and agreed that neither the specifications of any dollar amount in this Agreement nor the inclusion of any specific item in the Schedules or Exhibits is intended to imply that such amounts or higher or lower amounts, or the items so included or other items, are or are not material, and neither Party shall use the fact of setting of such amounts or the fact of the inclusion of such item in the Schedules or Exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter is or is not material for purposes hereof.

11.14 Further Assurances. Each Party shall execute, acknowledge and deliver such further instruments, and do all such other acts, as may be necessary or appropriate in order to carry out the expressly stated purposes and the clear intent of this Agreement.

11.15 Consistent Reporting. Solely for U.S. federal, state and local Tax and accounting purposes, the Parties intend that all payments made by Celgene under this Agreement shall be treated as fees, royalties, milestone payments, or similar payments (and not as consideration for the sale or exchange of property), and the Parties shall treat all such payments consistently with this Section 11.15 in all relevant respects unless otherwise required by Law.

[Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this [***] LICENSE AGREEMENT to be executed by their respective duly authorized officers as of the Effective Date.

FORMA THERAPEUTICS, INC.

By: /s/ Steven Tregay
Name: Steven Tregay, Ph.D.
Title: President

CELGENE ALPINE INVESTMENT COMPANY II, LLC

By: /s/ Kevin Mello
Name: Kevin Mello
Title: Manager

Solely for purposes of Articles 4, 5, 7 and 9:

FORMA THERAPEUTICS HOLDINGS, LLC

By: /s/ Steven Tregay
Name: Steven Tregay, Ph.D.
Title: President

EXHIBIT A

Defined Terms

"**Accounting Principles**" means either U.S. generally accepted accounting principles, consistently applied ("**GAAP**") or International Financial Reporting Standards ("**IFRS**"), as designated and used by the applicable Party in preparing its financial statements from time to time.

"**Action**" means any claim, cause of action, demand, notice (including notice of potentially responsible party status under applicable environmental law), litigation, action, suit, arbitration, or mediation in any jurisdiction, foreign or domestic, or to, from, by or before any Governmental Authority.

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with such Person. For the purposes of this definition, the term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") as used with respect to a Person means (a) direct or indirect ownership of more than fifty percent (50%) of the voting securities or other voting interest of any Person (including attribution from related parties), (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract, as a general partner, as a manager, or otherwise. For clarity, each Subsidiary is an Affiliate of Forma Parent and Forma Inc., unless and until a Business Combination of such Subsidiary occurs. Further, for purposes of this Agreement, none of Forma Parent, Forma Inc. or any Subsidiary is an Affiliate of Celgene as of the Effective Date or anytime thereafter (except in the case of where Celgene acquires more than fifty percent (50%) of the voting securities or other voting interest of any such Person).

"**Agreement**" has the meaning set forth in the Introductory Paragraph of the applicable agreement.

"**Antitrust Law**" means the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other Laws of the United States, a state or territory thereof, or any foreign government that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

"**Bankruptcy Code**" means the U.S. Bankruptcy Code and any foreign equivalent thereto in any country having jurisdiction over a Party or its assets.

"**Business Combination**" means with respect to a Person, any of the following events: (a) any Third Party (or group of Third Parties acting in concert) acquires, directly or indirectly, shares of such Person representing [***] ([***]%) or more of the voting shares (where voting refers to being entitled to vote for the election of directors) then outstanding of such Person; (b) such Person consolidates with or merges into another corporation or entity which is a Third Party, or any corporation or entity which is a Third Party consolidates with or merges into such Person, in either event pursuant to a transaction in which more than [***] ([***]%) of the voting shares of the acquiring or resulting entity outstanding immediately after such consolidation or merger is not held by the holders of the outstanding voting shares of such Person immediately preceding such consolidation or merger; or (c) such Person conveys, transfers or leases all or substantially all of its assets to a Third Party; it being understood that, with respect to any Subsidiary, references to "Third Party" in this definition shall include Celgene.

"**Business Day**" means a day other than Saturday, Sunday, or any day on which commercial banks located in New York, New York are authorized or required by Law to close.

"**Calendar Quarter**" means the period beginning on the Effective Date of the Agreement and ending on the last day of the calendar quarter in which such Effective Date falls, and thereafter each successive period of three (3) consecutive calendar months ending on the last day of March, June, September, or December, respectively; *provided* that, the final Calendar Quarter shall end on the last day of the Term of the Agreement, or, in the event an applicable Royalty Term extends beyond the last day of such Term, the last day of such Royalty Term.

"**Calendar Year**" means the period beginning on the Effective Date of the Agreement, as applicable, and ending on December 31 of the calendar year in which such Effective Date falls, and thereafter each successive period of twelve (12) consecutive calendar months beginning on January 1 and ending on December 31; *provided* that, the final Calendar Year shall end on the last day of the Term of the Agreement, or, in the event an applicable Royalty Term extends beyond the last day of such Term of the Agreement, the last day of such Royalty Term.

"**Celgene**" has the meaning set forth in the Introductory Paragraph of this Agreement.

"**Celgene IP**" means, collectively:

(a) "**Celgene Know-How**," which means Know-How Controlled by Celgene or any of its Affiliates that comprises or is incorporated in, or otherwise is used by Celgene or any of its Affiliates to develop or commercialize, a Licensed Compound or Licensed Product as of the termination of this Agreement; and

(b) "**Celgene Patents**," which means Patents Controlled by Celgene or any of its Affiliates that claim the development, manufacture or commercialization of a Licensed Compound or Licensed Product as of the termination of this Agreement.

For clarity, the use of "Affiliate" in this definition shall exclude any Third Party that becomes an Affiliate after the Effective Date due to a Business Combination by such Third Party or its Affiliate of Celgene (that is, a parent company of Celgene or an Affiliate of such parent company) that was not either Celgene or an Affiliate thereof before such Business Combination (or any successor or assign thereafter), and Celgene Background IP shall exclude any Know-How and Patents Controlled by the Third Party (or any Affiliate thereof, excluding Celgene) prior to such Business Combination.

"**Celgene Indemnitee**" means Celgene and its Affiliates, and their respective officers, directors, employees, agents, and their respective successors, heirs and assigns, and representatives.

"**Claims**" means any and all suits, claims, actions, proceedings or demands brought by a Third Party.

"**Clinical Test Data**" shall be deemed to include all information related to clinical or non- clinical testing, including patient report forms, investigators' reports, biostatistical, pharmaco-economic and other related analyses, Regulatory Filings and communications, and the like.

"**Clinical Trial**" means a human clinical trial, including any Phase 1 Clinical Trial, Phase 2 Clinical Trial or Phase 3 Clinical Trial, any study incorporating more than one of these phases, or any post-Regulatory Approval clinical trial.

"**Code**" means the Internal Revenue Code of 1986, as the same is amended from time to time.

"**Commercially Reasonable Efforts**" means such efforts that are consistent with the efforts and resources then used by Celgene (or Celgene's Affiliates, Sublicensees, subcontractors or other collaborators), as applicable, in the exercise of its commercially reasonable practices relating to an exercise or obligation under this Agreement, including the research, development (including seeking Regulatory Approval), manufacture and commercialization of a pharmaceutical or biological product, as applicable, at a similar stage in its research, development or commercial product life as the relevant Licensed Compounds or Licensed Products, and that has commercial and market potential similar to the relevant Licensed Compounds or Licensed Products, taking into account issues of intellectual property scope, subject matter and coverage, safety and efficacy, stage of development, product profile, competitiveness of the marketplace, proprietary position, regulatory exclusivity, anticipated or approved labeling, present and future market potential, the likelihood of receipt of Regulatory Approval, profitability (including pricing and reimbursement status achieved or likely to be achieved), commercial potential of the product to Celgene (including the amounts payable to licensors of patent or other intellectual property rights but excluding any amounts payable under this Agreement), alternative products, legal issues and other relevant factors. Commercially Reasonable Efforts shall be determined on a country-by-country, market-by-market and Indication-by-Indication basis for a particular Licensed Product, and it is anticipated that the level of effort will be different for different markets, and will change over time, reflecting changes in the status of the Licensed Product and the country(ies), market(s) and Indication(s) involved.

"**Comparable Third Party Product**" means, on a country-by-country basis, any pharmaceutical product that (a) is sold by a Third Party under a Regulatory Approval granted by a Regulatory Authority to such Third Party; (b) contains the identical active ingredient(s) (including an active moiety) as an approved Licensed Product of Celgene, its Affiliates or its Sublicensee; and (c) is approved pursuant to (i) an abbreviated new drug application or under Section 505(b)(2) of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, and the regulations promulgated thereunder, or any amended or successor abbreviated route of approval, (ii) Article 10.1 of Directive 2001/83/EC of the European Parliament and Council of 6 November 2001, or any enabling legislation thereof, or any amended or successor abbreviated route of approval, or (iii) any Laws or abbreviated routes of approval in any other countries worldwide that are comparable to those described in subclause (i) or (ii). A pharmaceutical product that is AB-rated or comparably rated in any jurisdiction outside the United States to the applicable Licensed Product shall be a Comparable Third Party Product with respect to such Licensed Product.

"**Confidential Information**" means, with respect to a Party, all non-public, confidential and proprietary information and materials, including processes, formulae, data, Know-How,

improvements, inventions, materials, chemical structures, techniques, marketing plans, strategies, and customer lists, in each case, that are disclosed by such Party to the other Party, regardless of whether any of the foregoing are marked "confidential" or "proprietary" or communicated to the other Party by the disclosing Party in oral, written, visual, graphic, or electronic form.

"**Contract**" means any agreement, understanding, contract, note, bond, deed, mortgage, lease, sublease, license, sublicense, instrument, commitment, promise, undertaking or other arrangement, whether written or oral.

"**Control**", "**Controls**" or "**Controlled**" means, with respect to any intellectual property, material or item, possession of the right (whether through ownership or license (other than a license granted in the applicable agreement)) to grant the licenses or sublicenses as provided under the applicable agreement without violating the terms of any then-existing agreement with any Third Party and (subject to the immediately succeeding sentence) creating or increasing any payment obligation to a Third Party, including any royalty or milestone payment (the "**Additional Payments**"). Notwithstanding the foregoing, if on or after the Effective Date and for such time as the other Party agrees to pay and does in fact pay all Additional Payments, including as set forth in Article 5, with respect to such Party's use of or license to such intellectual property, such intellectual property shall be deemed to be included in the definition of "Control". In the event of a Business Combination with respect to a Party, the intellectual property owned or controlled by the Third Party to the applicable Business Combination transaction shall not be included in the definition of "Control" unless such intellectual property (a) is generated in the performance of activities under this Agreement, (b) was Controlled by such Party prior to such Business Combination, or (c) becomes Controlled by such Party after such Business Combination through possession of the right (whether through ownership or license (other than a license granted in the applicable agreement)) to grant the licenses or sublicenses as provided under the applicable agreement without violating the terms of any then- existing agreement with any Third Party and creating or increasing any Additional Payments (provided, that for such time as the other Party agrees to pay and does in fact pay all Additional Payments, including as set forth in Article 5, with respect to such Party's use of or license to such intellectual property, such intellectual property shall be deemed to be included in the definition of "Control").

"**Cover**", "**Covering**" or "**Covered**", means (a) with reference to a Patent, that the manufacture, use, offer for sale, sale or importation of a product or practice of a method would infringe such Valid Claim of such Patent in the country in which such activity occurs absent a license thereto (or ownership thereof) and considering a Valid Claim of a patent application for the time period specified in the definition of "Valid Claim", and (b) with reference to Know-How, that the manufacture, development or commercialization of a product incorporate, embodies or otherwise makes use of such Know-How.

"**Damages**" means all claims, threatened claims, damages, losses, suits, proceedings, liabilities, costs (including reasonable legal expenses, costs of litigation and reasonable attorney's fees), or judgments, whether for money or equitable relief, of any kind and is not limited to matters asserted by Third Parties against a Party, but includes damages, losses, suits, proceedings, liabilities, costs (including reasonable legal expenses, costs of litigation and reasonable attorney's fees), or judgments incurred or sustained by a Party in the absence of Third Party claims; *provided* that no Party shall be liable to hold harmless or indemnify the Celgene Indemnitees or Forma Indemnitees,

as applicable, for any damages, losses, suits, proceedings, liabilities or costs for punitive or exemplary damages, except to the extent the Party seeking indemnification is actually liable to a Third Party for such punitive or exemplary damages in connection with a claim by such Third Party.

"**Disclosing Party**" has the meaning set forth in Article 7.

"**Dispute Notice**" has the meaning set forth in Section 9.3.2.

"**Disputes**" has the meaning set forth in Section 11.6.

"**Dollar**" or "**$**" means the lawful currency of the United States.

"**Effective Date**" has the meaning set forth in the Introductory Paragraph.

"**EU**" means all countries that are officially recognized as member states of the European Union at any particular time during the term of the Agreement.

"**Excluded Activities**" has the meaning set forth in Section 4.1.

"**Executive Officers**" means the [***].

"**Existing Forma Agreements**" has the meaning set forth in Section 8.2(b).

"**FDA**" means the U.S. Food and Drug Administration, and any successor entity thereto.

"**Field**" means any use or purpose, including [***].

"**First Commercial Sale**" means, on a Licensed Product-by-Licensed Product basis, the first sale for which revenue has been recognized by Celgene or its Affiliates or Sublicensees for use or consumption by the general public of such Licensed Product in any country worldwide for which all Regulatory Approvals (including pricing and reimbursement approvals) that may be legally required in order to sell such Licensed Product in such country have been granted; in each case *provided however* that the following shall not constitute a First Commercial Sale:

(a) [***];

(b) [***]; and

(c) [***].

"**Force Majeure**" means causes beyond a Party's reasonable control, including acts of God, fires, earthquakes, acts of war, terrorism, or civil unrest.

"**Forma Inc.**" means Forma Therapeutics, Inc., a Delaware corporation.

"**Forma IP**" means collectively:

(a) "**Forma Know-How**," which means all Know-How Controlled by Forma Inc. or any of its Affiliates as of the Effective Date or thereafter during the Term that (a) is necessary or useful for the research, development, manufacture and/or commercialization of any Licensed Compound or Licensed Product, or (b) comprises or is incorporated or otherwise used in (including in the manufacture of) any Licensed Compound or Licensed Product; and

(b) "**Forma Patents**," which means all Patents Controlled by Forma Inc. or any of its Affiliates as of the Effective Date or thereafter during the Term that (i) claim the composition of matter of, or use, manufacture, distribution, sale or formulation of, any Licensed Compound or Licensed Product, or (ii) are necessary or useful to the composition, production, use, research, development, manufacture or commercialization of, any Licensed Compound or Licensed Product, including the patents and patent applications listed on Exhibit B. Each additional Forma Patent during the Term shall automatically be added to Exhibit B upon coming into existence. For clarity, the use of "Affiliate" in this definition shall exclude any Third Party that becomes an Affiliate after the Effective Date due to a Business Combination by such Third Party or its Affiliate of Forma (that is, a parent company of Forma or an Affiliate of such parent company) that was not either Forma or an Affiliate thereof before such Business Combination (or any successor or assign thereafter), and Forma Background IP shall exclude any Know-How and Patents Controlled by the Third Party (or any Affiliate thereof, excluding Forma) prior to such Business Combination.

"**Forma Indemnitees**" has the meaning set forth in Section 9.1.

"**Forma In-Licenses**" has the meaning set forth in Section 8.2(b).

"**Forma Parent**" means Forma Therapeutics Holdings, LLC, a Delaware limited liability company.

"**Good Clinical Practices**" or "**GCP**" means the ethical and scientific quality standards for designing, conducting, recording, and reporting trials that involve the participation of human subjects as are required by applicable Regulatory Authorities or Law in the relevant jurisdiction. In the United States, GCP shall be based on Good Clinical Practices established through FDA guidances (including Guideline for Good Clinical Practice - ICH Harmonized Tripartite Guideline (ICH E6)), and, outside the United States, GCP shall be based on Guideline for Good Clinical Practice - ICH Harmonized Tripartite Guideline (ICH E6).

"**Good Laboratory Practices**" or "**GLP**" means the then-current good laboratory practice standards promulgated or endorsed by the FDA, as defined in U.S. 21 C.F.R. Part 58 (or such other comparable regulatory standards in jurisdictions outside the U.S. to the extent applicable to the relevant toxicology study, as they may be updated from time to time).

"**Good Manufacturing Practices**" or "**GMP**" means all applicable standards relating to manufacturing practices for fine chemicals, intermediates, bulk products and/or finished pharmaceutical products, including (a) all applicable requirements detailed in the FDA's current Good Manufacturing Practices regulations, U.S. 21 C.F.R. Parts 210 and 211 and The Rules Governing Medicinal Products in the European Community, Volume IV, Good Manufacturing Practice for Medicinal Products, as each may be amended from time to time, and (b) all Laws promulgated by any Governmental Authority having jurisdiction over the manufacture of any Collaboration Compound, Lead Candidate, Licensed Compound or Licensed Product, as applicable.

"**Governmental Authority**" means any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or entity and any court or other tribunal); (d) multinational organization or body; or (e) individual, entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

"**Governmental Authorization**" means any (a) Order, permit, license, certificate, franchise, concession, approval, consent, ratification, permission, clearance, confirmation, endorsement, waiver, certification, designation, rating, registration, qualification or authorization that is, has been or may in the future be issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law; or (b) right under any Contract with any Governmental Authority.

"**Hatch-Waxman Act**" means the U.S. Hatch-Waxman Act or Public Health Service Act, and any ex-U.S. equivalent of the Hatch-Waxman Act.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules promulgated thereunder.

"**IND**" means an investigational new drug application (including any amendment or supplement thereto) submitted to the FDA pursuant to U.S. 21 C.F.R. Part 312, including any amendments thereto. References herein to IND shall include, to the extent applicable, any comparable filing(s) outside the U.S. for the investigation of any product in any other country or group of countries (such as a Clinical Trial Application ("**CTA**") in the EU).

"**Indebtedness**" means, without duplication (a) all indebtedness for borrowed money, (b) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (other than trade payables entered into in the ordinary course of business), (c) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (d) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, (e) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (f) all monetary obligations under any leasing or similar arrangement which, in connection with Accounting Principles, consistently applied for the periods covered thereby, is classified as a capital lease, (g) all indebtedness referred to in clauses (a) through (f) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, lien, pledge, charge, security interest or other encumbrance upon or in any property or assets (including accounts and Contract rights) owned by any Person, even though the

Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness, and (h) all contingent obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (a) through (g) above.

"**Indemnification Claim**" has the meaning set forth in Section 9.3.1.

"**Indemnitor**" means the indemnifying Party.

"**Indication**" means any human disease or condition, or sign or symptom of a human disease or condition. Notwithstanding the foregoing, different lines of treatment of an Indication will not be considered a separate Indication; the treatment and prevention of separate varieties of an Indication or precursor condition will not be a separate Indication; and the treatment or prevention of an Indication in a different population will not be a separate Indication (e.g., adult and pediatric)).

"**Indirect Taxes**" has the meaning set forth in Section 5.4.3(a).

"**IRS**" means the U.S. Internal Revenue Service.

"**Joint IP**" means the Joint Know-How and Joint Patents.

"**Joint Know-How**" means any improvements, inventions, works-of-authorship, and developments discovered, invented, created or developed by or on behalf of both Parties and their respective Affiliates in the course of performance of this Agreement.

"**Joint Patents**" means Patents that Cover any Joint Know-How.

"**Know-How**" means all tangible and intangible:

(a) information, techniques, technology, practices, trade secrets, inventions (whether patentable or not), methods, knowledge, know-how, skill, experience, data, results (including pharmacological, toxicological and clinical test data and results, research data, reports and batch records), analytical and quality control data, analytical methods (including applicable reference standards), full batch documentation, packaging records, release, stability, storage and shelf-life data, and manufacturing process information, results or descriptions, software and algorithms; and

(b) compositions of matter, cells, cell lines, assays, animal models and physical, biological or chemical material.

"**Laws**" means all applicable laws, statutes, rules, regulations, ordinances, orders and other pronouncements having the effect of law of any Governmental Authority.

"**Liability**" means any direct or indirect liability, Indebtedness, obligation, commitment, expense, claim, deficiency, guaranty or endorsement of or by any Person of any type, known or unknown, and whether accrued, absolute, contingent, matured, unmatured or other, including "off-balance sheet" Liabilities.

"**Licensed Compounds**" means any and all compounds directed to the [***], including those set forth in Exhibit C, and includes:

(a) any and all derivatives, modifications and improvements of any such compound, in each case; and

(b) any salt, free acid, free base, clathrate, solvate, hydrate, hemihydrates, anhydride, ester, chelate, conformer, congener, crystal form, crystal habit, polymorph, amorphous solid, homolog, isomer, stereoisomer, enantiomer, racemate, analog, prodrug, isotopic or radiolabeled equivalent, metabolite, conjugate, complex, mixture, serum, solution, lyophilized material, or other formulation, of any such compound.

"**Licensed Product**" means any pharmaceutical product comprising a Licensed Compound, whether or not as the sole active ingredient and in any dosage form or formulation, including a pharmaceutical product designed to [***].

"**Litigation Conditions**" means, with respect to a Third Party Claim, (a) such Third Party Claim does not seek injunctive relief or non-monetary damages from the Indemnitee and (b) the Indemnitor expressly agrees in writing that as between the Indemnitor and the Indemnitee, the Indemnitor shall be solely obligated to satisfy and discharge such Third Party Claim in full and is able to reasonably demonstrate that it has sufficient financial resources.

"**MAA**" means a regulatory application filed with the EMA seeking Regulatory Approval of a Licensed Product, and all amendments and supplements thereto filed with the EMA.

"**Manufacturing Transition Costs**" means the direct out-of-pocket costs associated with the transfer by Forma Inc., following the Effective Date, of responsibility for manufacturing activities to Celgene, including costs associated with both the transfer of technology relating to the manufacture of Licensed Compounds and Licensed Products and technical assistance provided by Forma Inc. in relation to such transfer.

"**Marks**" means trade names, trade dress, logos, packaging design, slogans, Internet domain names, registered and unregistered trademarks and service marks and related registrations and applications for registration.

"**Milestone Payments**" has the meaning specified in Section 5.2.

"**NDA**" means a New Drug Application (as more fully described in U.S. 21 C.F.R. Parts 314.50 et seq. or its successor regulation) and all amendments and supplements thereto submitted to the FDA, or any equivalent filing, including an MAA, in a country or regulatory jurisdiction other than the U.S. with the applicable Regulatory Authority, or any similar application or submission for Regulatory Approval filed with a Regulatory Authority to obtain marketing approval for a biological, pharmaceutical or diagnostic product in a country or in a group of countries.

"**Net Sales**" means with respect to any Licensed Product, the gross amounts invoiced by Celgene, its Affiliates and Sublicensees (each, a "**Selling Party**") to Third Party customers for sales of such Licensed Product, less the following deductions actually incurred, allowed, paid, accrued or specifically allocated in its financial statements and calculated in accordance with the Accounting Principles as consistently applied, for:

(a) [***];

(b) [***];

(c) [***];

(d) [***];

(e) [***]; and

(f) [***].

[***].

[***].

[***].

[***]:

[***]; and

[***].

[***].

As used in this definition, "**Combination Product**" means a [***].

Pharmaceutical dosage from vehicles, adjuvants and excipients shall be deemed not to be "active ingredients".

"**Order**" means any (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award that is, has been or may in the future be issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Authority or any arbitrator or arbitration panel; or (b) Contract with any Governmental Authority that is, has been or may in the future be entered into in connection with any Proceeding.

"**Party**" or "**Parties**" has the meaning set forth in the Introductory Paragraph of this Agreement.

"**Patent**" means (a) all patents and patent applications in any country or supranational jurisdiction worldwide, (b) any substitutions, divisionals, continuations, continuations-in-part, reissues, renewals, registrations, confirmations, re-examinations, extensions, supplementary protection certificates and the like of any such patents or patent applications, and (c) foreign counterparts of any of the foregoing.

"**Person**" means any individual, partnership, joint venture, limited liability company, corporation, firm, trust, association, unincorporated organization, Governmental Authority, or any other entity not specifically listed in this definition.

"**Phase 1 Clinical Trial**" means a human clinical trial of a product in any country, the principal purpose of which is to determine the metabolism and pharmacological actions of the product in humans, the side effects associated with increasing doses and, if possible, to gain early evidence of effectiveness, as described in U.S. 21 C.F.R. Part 312.21(a), or a similar clinical study prescribed by the relevant Regulatory Authorities in a country other than the United States.

"**Phase 2 Clinical Trial**" means a human clinical trial of a product in any country that would satisfy the requirements of U.S. 21 C.F.R. Part 312.21(b) and is intended to explore a variety of doses, dose response, and duration of effect, and to generate evidence of clinical safety and effectiveness for a particular Indication or Indications in a target patient population, or a similar clinical study prescribed by the relevant Regulatory Authorities in a country other than the United States.

"**Phase 3 Clinical Trial**" means a human clinical trial of a product in any country that would satisfy the requirements of U.S. 21 C.F.R. Part 312.21(c) and is intended to (a) establish that the product is safe and efficacious for its intended use, (b) define contraindications, warnings, precautions and adverse reactions that are associated with the product in the dosage range to be prescribed, and (c) support Regulatory Approval for such product; or a similar clinical study prescribed by the relevant Regulatory Authorities in a country other than the United States.

"**Proceeding**" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation that is, has been or may in the future be commenced, brought, conducted or heard by or before, or that otherwise has involved or may involve, any Governmental Authority or any arbitrator or arbitration panel.

"**Product Infringement**" has the meaning set forth in Section 6.5.1.

"**Product Liability**" means any product liability claims asserted or filed by a Third Party (without regard to their merit or lack thereof), seeking damages or equitable relief of any kind, relating to personal injury, wrongful death, medical expenses, an alleged need for medical monitoring, consumer fraud or other alleged economic losses, allegedly caused by any Licensed Product, and including claims by or on behalf of users of any Licensed Product (including spouses, family members and personal representatives of such users) relating to the use, sale, distribution or purchase of any Licensed Product sold by a Party, its Affiliates, Sublicensees or distributors, including claims by Third Party payers, such as insurance carriers and unions.

"**Program Assets**" has the meaning set forth in Section 4.3.

"**Prosecution and Maintenance**" or "**Prosecute and Maintain**" means, with regard to a Patent, the preparation, filing, prosecution and maintenance (including payment of any patent annuity fees) of such Patent, as well as re-examinations, reissues, appeals, and requests for patent term adjustments and patent term extensions with respect to such Patent, together with the initiation or defense of interferences, positions and other similar proceedings with respect to the particular Patent, and any appeals therefrom. For clarification, "Prosecution and Maintenance" or "Prosecute and Maintain" shall not include any other enforcement actions taken with respect to a Patent.

"**Receiving Party**" has the meaning set forth in Section 7.1.

"**Regulatory Approval**" means the approval, license or authorization of the applicable Regulatory Authority necessary for the marketing and sale of a product for a particular Indication in a country in the world, including pricing and reimbursement approvals that may be legally required in order to sell the product in such country.

"**Regulatory Authority**" means the FDA in the U.S. or any health regulatory authority in any country in the Territory that is a counterpart to the FDA and holds responsibility for granting Regulatory Approval for a product in such country, including the EMA, and any successor(s) thereto.

"**Regulatory-Based Exclusivity**" means, with respect to a Licensed Product in a country, that (a) Celgene or any of its Affiliates or Sublicensees has been granted the exclusive legal right by a Regulatory Authority (or is otherwise entitled to the exclusive legal right by operation of Law) in such country to market and sell the Licensed Product or the active ingredient comprising such Licensed Product in such country, or (b) the data and information submitted by Celgene or any of its Affiliates or Sublicensees to the relevant Regulatory Authority in such country for purposes of obtaining Regulatory Approval may not be disclosed, referenced or relied upon in any way by any Person other than Celgene, its Affiliates or Sublicensees (including by relying upon the Regulatory Authority's previous findings regarding the safety or effectiveness of the Licensed Product) to support the Regulatory Approval or marketing of any product by a Third Party in such country such that market exclusivity is maintained.

"**Regulatory Data**" means all information with respect to a product made, collected or otherwise generated under or in connection with any Clinical Study and such other tests and studies in patients that are (a) required by Law, or otherwise recommended by Regulatory Authorities, to obtain or maintain Regulatory Approvals, or (b) conducted solely in support of pricing or reimbursement for such product or otherwise may be legally required to obtain or maintain Regulatory Approval for such product (including epidemiological studies, modeling and pharmacoeconomic studies, post-marketing surveillance studies, investigator sponsored studies and health economics studies).

"**Regulatory Filings**" means any submission to a Regulatory Authority of any appropriate regulatory application together with any related correspondence and documentation, and will include any submission to a regulatory advisory board, marketing authorization application, and any supplement or amendment thereto. For the avoidance of doubt, Regulatory Filings will include any IND, CTA, NDA, MAA or the corresponding application in any other country or group of countries.

"**Representatives**" means the officers, directors, employees, agents, attorneys, accountants, advisors and representatives of a Person.

"**Residual Information**" means any learning, skills, ideas, concepts, techniques, know-how and information, including general chemistry methodologies and general SAR (structure-activity

relationship) concepts, retained in intangible form in the unaided memory of the Receiving Party's directors, employees, contractors, advisors, agents and other personnel of the Receiving Party who had access to the Disclosing Party's Confidential Information.

"**Royalty Payment**" has the meaning set forth in Section 5.3.

"**Royalty Term**" means on a country-by-country and Licensed Product-by-Licensed Product basis, the longer of (a) the expiration of the last Valid Claim of any Forma Patent which Covers the composition of matter, method of use or formulation of any Licensed Product in such country, (b) the expiration of Regulatory-Based Exclusivity, and (c) [***] following the First Commercial Sale of such Licensed Product in such country.

"**Safety Reason**" means [***].

"**SEC**" means the U.S. Securities and Exchange Commission, and any successor entity thereto.

"**Specified Material Breach**" has the meaning set forth in Section 10.6.2.

"**Sublicensee**" means a Third Party to whom Celgene has granted a license under the Forma IP to develop, manufacture or commercialize Licensed Products in the field worldwide in accordance with this Agreement, but excluding any Third Party acting solely as a distributor. For purposes of clarity, none of Forma or any of its Affiliates shall be deemed a Sublicensee of Celgene.

"**Tax**" means any (a) tax (including any income tax, franchise tax, capital gains tax, estimated tax, gross receipts tax, value-added tax, surtax, excise tax, ad valorem tax, transfer tax, stamp tax, sales tax, use tax, property tax, business tax, occupation tax, inventory tax, occupancy tax, withholding tax or payroll tax), levy, assessment, tariff, impost, imposition, toll, duty (including any customs duty), deficiency or fee, and any related charge or amount (including any fine, penalty or interest), (b) Liability for the payment of any amounts of the type described in clause (a) of this sentence as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate group for any taxable period (including any Liability pursuant to Treasury Regulations Section 1.1502-6 or any similar provision of state, local or foreign Law) and (c) Liability for the payment of any amounts of the type described in clause (a) or (b) of this sentence as a result of being a transferee of or successor to any Person or as a result of any express or implied obligation to indemnify any other Person pursuant to any payments under any Tax allocation, sharing, or similar agreement, Contract or arrangement (whether oral or written).

"**Territory**" means [***].

"**Term**" has the meaning set forth in Section 10.1.

"**Third Party**" means, any person other than the Parties that is not an Affiliate or Subsidiary of a Party.

"**Third Party Agreements**" has the meaning set forth in Section 2.3.

"**Third Party Claim**" has the meaning set forth in Section 9.4.

"**United States**" or "**U.S.**" means the United States of America and all of its territories and possessions.

"**Up-Front Payment**" has the meaning specified in Section 5.1.

"**Valid Claim**" means a claim of (a) an issued patent in the U.S. or in a jurisdiction outside the U.S., as applicable, that has not expired, lapsed, been cancelled or abandoned, or been dedicated to the public, disclaimed, or held unenforceable, invalid, revoked or cancelled by a court or administrative agency of competent jurisdiction in an order or decision from which no appeal has been or can be taken, including through opposition, reexamination, reissue or disclaimer; or (b) a pending patent application that has not been finally abandoned or finally rejected or expired and which has been pending for no more than seven (7) years from the date of filing of the earliest priority patent application to which such pending patent application is entitled to claim benefit.