ADAPTIVE ANTIGEN MAP SAMPLES FOR NO-CHARGE SEQUENCING AGREEMENT (ACADEMIC)

This ADAPTIVE ANTIGEN MAP SAMPLES FOR NO-CHARGE SEQUENCING AGREEMENT (this "**Agreement**") is made and entered into effective as of _____, 20__ (the "**Effective Date**"), by and between **ADAPTIVE BIOTECHNOLOGIES CORPORATION**, a corporation organized and existing under the laws of the State of Washington, with principal business offices at 1551 Eastlake Avenue East, Suite 200, Seattle, Washington 98102 (hereinafter "**Adaptive**"), and [**INSTITUTIONFULLLEGALNAME**], a [InstitutionEntityType] organized and existing under the laws of [InstitutionIncorporationJurisdiction], with principal business offices at [InstitutionAddress] (hereinafter "**Institution**"). Institution and Adaptive are collectively referred to as the "**Parties**", and each individually as a "**Party**".

BACKGROUND

Institution possesses certain Materials and related confidential information provided in writing and marked as "Confidential" ("**Information**"), both as further defined below. Adaptive has developed a proprietary technology platform (immunoSEQ®) that enables high-throughput sequencing of T- and B-cell receptor genes to comprehensively assess the diversity and other characteristics of the immune system. The purpose of this Agreement is to facilitate the transfer of the Materials and Information to Adaptive for analysis on such platform as well as collaborative research by both Parties with respect thereto, all as set forth in greater detail below (the "**Research**"). The immunosequencing data are the "**Research Results**" or "**Results**".

AGREEMENT

1. Research.

(a) The Research will consist of Adaptive performing human TCRβ immunoSEQ analysis of Materials provided by Institution in accordance with this Agreement. Institution will supply to Adaptive biological samples (the "**Materials**") and related Information (including sample metadata, which must be provided within ninety (90) days of sample receipt), but excluding Protected Health Information ("**PHI**"). Adaptive will perform the Research at no charge. Institution acknowledges and represents that the work is a fair market value exchange of value and that nothing in this Agreement is for the purpose of inducing the use or referral of any Adaptive product or service in violation of any applicable law.

(b) Institution represents and warrants to Adaptive that (i) Institution has the right to provide the Materials and Information to Adaptive for all uses contemplated by this Agreement, and (ii) proper informed consent has been obtained for the transfer of the Materials and Information for the Research, as necessary, including documented approvals of patients or any Institution review board as may be required by applicable law, regulation or best practice. Institution agrees to provide copies of all such documentation promptly upon a reasonable request from Adaptive and at Adaptive's reasonable sole expense, provided that any patient identifiable data shall be removed or redacted from such copies.

(c) Institution will provide to Adaptive Materials for use in performing the activities described in this Agreement, together with any related information on a sample manifest as required by Adaptive to carry out the Research. The number and types of samples provided to Adaptive must meet program requirements at www.adaptivebiotech.com/tcrantigenmap, and all required metadata provided, in advance of Adaptive performing immunosequencing. The Parties agree that Adaptive has the right and authorization to update its program requirements from time to time without notice or consent and that Institution may review updated requirements by proceeding to the foregoing link. Notwithstanding any provision in this Agreement, metadata will not be provided that violates Section 5 of this Agreement.

2. Background Technology. The term "**Technology**" means any information, process, machine, article of manufacture, composition of matter, concepts, and methods. All Technology and associated intellectual property rights (including improvements and derivative works) that are (a) existing as of the Effective Date of the Agreement and owned or controlled by either Party; or (b) independently developed by a Party

separate from this Agreement shall be considered "**Background Technology**", which, as to Adaptive, includes but is not limited to, its immunosequencing assays, compositions, algorithms, inputs (e.g., data, receptor structures and profiles), computational models, and associated know-how. Background Technology will remain the exclusive property of the Party who owned or acquired rights to such Background Technology in the first place. No rights are granted by either Party to its Background Technology except as provided under the limited licenses expressly set forth herein. Neither Party will attempt to reverse engineer, characterize, or otherwise ascertain the components of the other Party's Background Technology.

3. Inventions. "**Invention**" means any invention or discovery (excluding Research Results) that is conceived and reduced to practice in the course of performing the Research and is or may be patentable or otherwise protectable under Title 35 of the United States Code. Inventorship with respect to any Inventions will be determined according to United States patent law, as administered by the United States Patent & Trademark Office, and ownership shall follow inventorship.

4. Other Ownership.

(a) Except as provided in this Agreement, Institution retains title and all rights to the Materials and Information.

(b) All right, title, and interest in, to, and under the Research Results will be jointly owned by the Parties, and each Party may enjoy all rights and privileges accorded ownership of such Research Results without accounting or obligation to the other, or the need to acquire any grant of license or other right from the other. For clarity, subject to the limitations of Section 6, each Party shall have the full right to utilize the Research Results, which shall include without limitation, the right to conduct research and development activities, regulatory purposes, and to commercialize the same and/or include such Research Results in products for commercial use.

5. Patient Identity.

(a) **HIPAA**. Institution will ensure that any information revealing the identity of the patients contributing the samples sent as Materials will be removed. Institution will not provide Adaptive any PHI as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"). Institution further covenants that any data, information, or Materials that it provides Adaptive will be de-identified with respect to any identified or identifiable natural person as such terms are defined or interpreted pursuant HIPAA.

(b) **GDPR**. In the event Adaptive will have access to Personal Data as that term is defined by the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), the Parties will execute a Data Processing Addendum ("**DPA**") that will be attached as an exhibit hereto.

6. For Research Use Only; Not for Diagnostic Use. In no event will Institution use the data and Research Results provided by Adaptive hereunder for diagnosing or otherwise informing treatment decisions for the individual patients from which the samples were derived.

7. Compliance. Institution represents and warrants that it will comply with any and all laws and regulations associated with its performance under this Agreement. Institution agrees to defend, indemnify, and hold Adaptive harmless from any and all liability, claims, cost, and expense arising out of and to the extent of a breach of Institution's representations and warranties in Sections 1, 5, or 7 of this Agreement.

8. Adaptive Deliverables. All processed sequence data from the assay of the Materials will be made available to Institution in a structured text format (for example, *.TSV) through the immunoSEQ® Analyzer software platform for download and/or analysis.

9. Return of Materials. Upon termination or expiration of this Agreement or upon the earlier written request of Institution, Adaptive shall promptly destroy the remaining Materials in an approved manner, or return to Institution upon Institution's written request.

10. No Warranty. Each Party acknowledges that the Materials and the Research Results are experimental in nature and that, except as expressly set forth in this Agreement, they are provided by each Party WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

11. Termination. This Agreement will terminate on the earlier of the 3rd anniversary of the Effective Date, or upon thirty (30) days' prior written notice of one Party to the other. The following provisions will survive termination or expiration of this Agreement in accordance with their terms: Sections 2, 3, 4, 6, 7, 9, and 11.

12. Assignment. This Agreement may not be assigned by Adaptive without the prior written consent of Institution; *provided*, *however*, that Adaptive may, without such consent, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its business or assets related to this Agreement, or in the event of its merger, consolidation, change in control or other similar transaction.

13. Notices. All notices under this Agreement must be in writing and at the applicable address set forth at the beginning of this Agreement or at such other address as a Party may specify in writing. Notices are effective as follows: (a) three (3) business days following deposit in the U.S. mail with proper postage for first class certified mail, return receipt requested, (b) upon delivery if sent via a nationally (or internationally, in the case of cross-border delivery) recognized commercial courier, or (c) immediately if hand-delivered. All notices to Adaptive must include a contemporaneous copy to: Adaptive Biotechnologies Corporation, attention General Counsel, 1551 Eastlake Avenue East, Suite 200, Seattle, Washington 98102, U.S.A., or such other new address as Adaptive may advise.

14. Governing Law. This Agreement in its construction, validity, and performance shall be governed in all respects by the laws of the State of Washington, U.S.A., without giving effect to the choice of law principles thereof. Both Parties expressly agree that King County, Washington, U.S.A., shall be the exclusive venue for any and all disputes arising out of this Agreement.

15. Entire Agreement. This Agreement sets forth the entire understanding between the Parties and the provisions hereof cannot be waived or amended except by written agreement executed by the Parties.

16. Counterparts; Transmission. This Agreement may be executed and transmitted via DocuSign or email in Portable Document Format (PDF), and in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will constitute one agreement binding on both Parties.

[*Signature page follows*]

IN WITNESS WHEREOF, Institution and Adaptive have caused this Agreement to be executed by their respective duly authorized representatives, effective as of the Effective Date. This Agreement is only valid upon authorized signature by both Parties, and both Parties represent their respective signatories are authorized.

ADAPTIVE BIOTECHNOLOGIES CORPORATION	**[INSTITUTION]**
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

Description of Research Plan, Materials, Purpose, Pricing and Invoicing

[Update to conform to current standard Adaptive research plan format.]

1. RESEARCH DESCRIPTION

(a) Research Overview and Objectives.

Exploratory analyses of T cell diversity by Deep sequencing of hsTCRβ will be performed on blood samples.

Objectives of the correlative study will include:

- Determine TCR repertoire features common between patients with _____ and controls, and assess the utility of such differences for making useful inferences from T cell repertoire data (e.g., presence of _____)

(b) Samples.

Institution will provide to Adaptive ____ blood samples for use in performing the activities described in this Exhibit A, together with any related information on a sample manifest as may be reasonably requested by Adaptive to carry out the Research.

2. Total of ___ patients: ____ Patients each with 1 time points as follows:

Sample Source (e.g., PBMC, blood, tissue FFPE or Frozen)	Loci To Be Sequenced	Sequencing Depth	Number of Patients	Timepoints per patient	Total Number Samples
EDTA Blood	TCRB	Deep		n/a	
	TCRB	Survey			
Total Number Samples					

(a) Metadata.

(i) Demographics
(ii) Age
(iii) Gender
(iv) Race
(v) Ethnicity
(vi) Clinical Status:
  (a) Cancer
  (b) Benign
(vii) Healthy

(b) Workflow.

(i) Samples will be shipped to Adaptive by Institution
(ii) Adaptive will perform immunoSEQ on samples and share data
(iii) Parties will work together to analyze data, and present or publish Research results

(c) Adaptive Deliverables. All processed sequence data from the assay of the Materials will made available to Institution in a structured text format (for example, *.TSV) through the immunoSEQ® Analyzer software platform for download and/or analysis.

(d) Results Sharing. Institution will share de-identified clinical data reasonably requested by Adaptive.

(e) Research Schedule. The Parties anticipate that the activities contemplated by this Exhibit A will be completed over ___ months, with the first samples expected to be shipped to Adaptive in _____, 20__, and all sequencing completed and results delivered by _____, 20__.

3. PRICING AND INVOICING

(a) Pricing. Adaptive will bear the costs of performing immunoSEQ for this project; accordingly no payment will be due from Institution as part of this Agreement.