

APPLICATION GENERAL TERMS

By submitting an application to lease space at the Thomas O. Daniel Research Incubator and Collaboration Center (“TODRICC”) facility, you on behalf of yourself and your company (“Applicant”) agree to abide by these Application General Terms, the Web site [Terms of Use](#) and the decisions of Celgene Research Incubator at Summit West, LLC (“CRISW”) and its designees, which shall be final and binding in all respects relating to this application. The Web site Terms of Use located at <http://www.celgeneincubator.com/terms-of-use/> constitutes part of this agreement.

WHO CAN PARTICIPATE: Applications should only be submitted by authorized representatives of Applicant applying to lease space at the TODRICC facility.

PRIVACY: CRISW is committed to protecting the privacy of Applicants in accordance with Celgene Corporation’s Privacy Policy. Please see the [Privacy Policy](#) for more information. Within the Application and during the Application process, Applicant agrees not to disclose (and shall cause its representatives not to disclose) to the Released Parties (defined below), any non-public information that Applicant considers confidential and/or proprietary, including without limitation, regarding research programs, development programs, chemical or biological compounds or molecular entities (including the chemical or biological structure thereof) and Applicant hereby waives and the Released Parties hereby disclaim, any obligation of confidentiality, non-use and non-disclosure with respect to such information if submitted within an Application or in connection with the Application process.

HOW TO SUBMIT AN APPLICATION: Visit <http://www.celgeneincubator.com/apply/> and follow the directions provided to complete and submit the application (“Application”). You and your company hereby represent that all information provided as part of the Application is truthful and accurate. All Applications become the property of CRISW.

APPLICANT SCREENING AND SELECTION: All Applications submitted will be reviewed by representatives of CRISW and its advisors, consultants and service providers in evaluating the application to lease space at TODRICC. Decisions of CRISW are final and binding in all matters.

GENERAL CONDITIONS: By submitting an Application, Applicants agree to release, discharge, hold harmless and indemnify CRISW, its parent, affiliates, subsidiaries, and advertising and promotion agencies and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, “Released Parties”) from any and all injuries, liability, losses and damages of any kind (including, without limitation, arising from claims based upon invasion of privacy, defamation, or right of publicity) to persons, including death, or property resulting, in whole or in part, directly or indirectly, from the Applicant’s participation.

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled Applications; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Application process, including, without limitation, errors or difficulties which may occur in connection with the administration of the Application process or in any Application-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Application process. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Application process or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Application process or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Application General Terms, as solely determined by CRISW, will be disqualified. CRISW reserves the right at its sole discretion to

suspend, modify or terminate the Application process at any time and for any reason. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE APPLICATION PROCESS MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CRISW RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Void where prohibited by law. The Application process is subject to all applicable federal, state and local laws.