

LOXO ONCOLOGY, INC. a wholly owned subsidiary of Eli Lilly and Company
GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

ADDENDUM 2

ADDITIONAL TERMS AND CONDITIONS FOR SOFTWARE OR INFORMATION TECHNOLOGY HARDWARE OR SERVICES AND THE INSTALLATION, MAINTENANCE OR OTHER RELATED SERVICES

1. LICENSE: Seller hereby grants to Buyer, and Buyer hereby accepts, on the following terms and conditions, a nonexclusive and nontransferable, fully paid-up, irrevocable, world-wide, perpetual license (unless otherwise expressly specified in the applicable Purchase Order) to use the software for the number of users or copies of the software provided on the Purchase Order (the "License"). Unless specified otherwise on the applicable Purchase Order, the License shall be an enterprise license for all applicable CPUs and available for use by Buyer, its affiliated companies, third party service providers, and other necessary parties. All license limitations on use by Buyer (per user, type of user (named, concurrent, etc.), per CPU, per node, per server, etc.) shall be specifically stated in the applicable Purchase Order or shall be of no effect. Buyer agrees not to cause or permit the: (i) use, copying, modification, rental, lease, or transfer of the software, except as expressly provided in these Terms; (ii) creation of any derivative works based on the software; or (iii) reverse engineering, disassembly, or recompilation of the software. Seller and Buyer expressly agree that any software shrink-wrap and click-through software licensing agreements or other such terms shall not apply to any software purchased or licensed under any Purchase Order unless Buyer expressly agrees in writing to such shrink-wrap or click-through software licensing agreement.

2. USE OF SOFTWARE AND DOCUMENTATION:

(a) Buyer may, as part of the License, make additional copies of the software and documentation to support the licensed software and documentation. Buyer may also make backup and archival copies of the software and documentation. Unless otherwise provided on the applicable Purchase Order, Buyer shall have the right to use the software on or in connection with any CPU that Buyer utilizes to fulfill its data processing needs. Buyer reserves the right to use the software at one or more sites and to transfer such software to any location as it may determine.

(b) Buyer, its agents, contractors, assignees and employees shall have the right to unlimited use of the software and to operate and use the software at any time and for any period of time at the convenience of Buyer within the scope of the License. Buyer may use the software acquired hereunder for such purposes and functions as may be necessary or convenient for Buyer's business purposes, including processing affiliated companies and third party data, and the use of such software shall not be restricted to any particular purpose or function.

(c) The License granted herein or the Purchase Order shall commence upon execution of the applicable Purchase Order.

3. INFORMATION TECHNOLOGY REPRESENTATIONS AND WARRANTIES: Regarding software or IT hardware ("IT Products"):

(a) Seller represents and warrants that at delivery and throughout the twelve (12) month period following receipt of the IT Products (or any update thereto) by Buyer (the "Warranty Period") the IT Products shall conform to and will operate in accordance with the Purchase Order and all documentation and specifications supplied by Seller to Buyer. Seller shall not be responsible to the extent failures are caused by: (a) Buyer's failure to use the IT Products in accordance with instructions included in the documentation provided to Buyer by Seller; or (b) the modification of the IT Products by any person other than Seller, its employees, agents, affiliates or subcontractors (unless such modification was authorized or approved by any of the foregoing).

(b) Seller warrants that all tapes, diskettes or other electronic media provided to Buyer hereunder will be free from defects during the Warranty Period. Seller shall, within five (5) days of notification by Buyer of such defect, replace any defective electronic media at no additional cost to Buyer.

(c) Seller represents and warrants that it shall at all times document the operation of the IT Products in a manner consistent with the best practices of the software development industry, and such documentation shall accurately reflect the operation of the IT Products and enable a person reasonably skilled in computer programming and in possession of the IT Products source code to use and maintain the IT Products fully and completely.

(d) Seller represents and warrants that any equipment delivered hereunder shall be delivered to Buyer with the full warranty granted by the original manufacturer of the equipment still effective. Notice regarding warranty claims raised by Buyer due to defects and/or non-conformities in the equipment or in the operation of the equipment shall be given only to Seller, and upon receipt of such a notice, Seller shall take the steps necessary to effect repair of the equipment.

(e) Seller represents and warrants that if maintenance services are elected by Buyer, the maintenance services agreement shall become effective upon installation of the IT Product. Buyer's payment obligations for maintenance services shall begin at the end of the Warranty Period of the IT Products, and shall renew annually unless otherwise terminated by Buyer, provided Seller notifies Buyer in writing thirty (30) days in advance of such renewal date. Notwithstanding the foregoing, Buyer's failure to install or utilize any improvements, enhancements or newly released versions of the IT Product shall have no effect on the Seller's provision of maintenance services. Seller warrants and represents that maintenance services for an IT Product shall be available from Seller for the greater of two (2) years from the Acceptance Date of the IT Product by Buyer or the current version plus the one (1) prior versions. Seller shall provide to Buyer as part of maintenance services, Updates and Upgrades to the IT Product at no additional cost to Buyer.

(f) The occurrence in or use by the IT Product supplied by Seller of any dates will not adversely affect its performance with respect to date- dependent data, computations, output, or other functions (including, without limitation, calculating, comparing, and sequencing) and that the IT Product will create, store, process and output information related to or including dates without errors or omissions and at no additional cost to Buyer. At Buyer's request, Seller will provide sufficient evidence to demonstrate the adequate testing of the IT Product to meet the foregoing requirements.

(g) Seller warrants that: (i) unless authorized in writing by Buyer; or (ii) necessary to perform valid duties under the IT Products Documentation, any IT Products provided to Buyer by Seller for use by Seller or Buyer shall: (a) contain no hidden files; (b) not replicate, transmit or activate itself without control of a person operating computing equipment on which it resides; (c) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; and (d) contain no key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data developed under the applicable Purchase Order, based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria ("Illicit Code"). Provided and to the extent any IT Product has any of the foregoing attributes, and notwithstanding anything elsewhere in the applicable Purchase Order to the contrary, Seller shall be in default of such Purchase Order, and no cure period shall apply. In addition to any other remedies available to it under this Purchase Order, Buyer reserves the right to pursue any civil and/or criminal penalties available to it against the Seller.

(h) Seller warrants that it shall not use or incorporate Buyer's Confidential Information, data, or intellectual property in Seller's software or products.

4. LICENSE OR MAINTENANCE TERMINATION:

(a) In the event of a material breach by Buyer of any of its obligations under the applicable Purchase Order, Seller may terminate the licenses subject to such material breach upon sixty (60) days advance written notice to Buyer, provided that Buyer has not cured the breach within such notice period. This right to terminate shall not apply to Buyer's breach of any obligation relating to any maintenance services. Sixty (60) days after termination of such Purchase Order pursuant to this Section 30(a), Buyer shall discontinue further use of the terminated licenses. Buyer shall, upon written request by Seller, provide Seller with written certification indicating the destruction of such copies of the applicable software in Buyer's possession or under its custody or control.

(b) In the event of a breach by Seller of any of its representations, warranties or obligations under the applicable Purchase Order, these Terms, or a maintenance agreement, Buyer may terminate either the License, as well as any associated maintenance services, or the maintenance services (if any) alone, upon thirty (30) days' notice to Seller, provided that Seller has not cured the breach within such notice period.

i. If Buyer terminates the License and the maintenance services based on such breach, Seller shall refund any and all amounts paid hereunder by Buyer for the License and shall refund on a pro rata basis any and all amounts paid hereunder by Buyer for the maintenance services. Sixty (60) days after termination of the License pursuant to this Section 30(b)(i), Buyer shall discontinue further use of such License. Buyer shall,

upon written request by Seller, provide Seller with written certification indicating the destruction of all copies of the applicable software in Buyer's possession or under its custody or control.

ii. If Buyer terminates only the maintenance services, Seller shall refund on a pro rata basis any and all amounts paid hereunder by Buyer for maintenance services. Buyer shall retain all of its rights under the License.

(c) The other provisions of the Purchase Order and these Terms shall survive termination of any License.

5. UCITA: Seller and Buyer hereby acknowledge and agree that any provisions of any state law adopting exactly or in modified form the Uniform Computer Information Transactions Act ("UCITA") shall not be applicable to this Purchase Order. Furthermore, both Seller and Buyer waive any and all rights arising from any such law.

6. DATA: Buyer owns all rights to any data or results generated as a result of the use of the IT Product and may use, execute, display, copy, manipulate and create derivatives of any data or results generated as a result of the use of the IT Product.

IF THIS ORDER INVOLVES PERFORMANCE BY SELLER OF INSTALLATION, MAINTENANCE, OR OTHER SERVICES, THE FOLLOWING TERMS SHALL APPLY IN ADDITION TO THE TERMS SET OUT ABOVE:

7. LABOR FURNISHED BY SELLER: Seller acknowledges and agrees that in performing services, Seller will be acting solely as an independent contractor, and neither Seller nor any of its employees, associated consultants, subcontractors or employees of said consultants or subcontractors shall be deemed to be employees of Buyer for any purpose. Except as allowed by the "Subcontractors" provisions below, all persons employed by Seller in the performance of the services are employees of Seller. Seller shall carry such employees on the payrolls of Seller and make all required payments to state, federal and local authorities covering payroll taxes and any other payments relating to such persons' employment.

8. TRADE SECRETS: If Seller is an individual providing services under these Terms, Seller understands that Seller will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Seller further understands that if Seller files a lawsuit for retaliation by an employer for reporting a suspected violation of law, Seller may disclose trade secrets to Seller's attorney in the proceeding (i) if Seller files any such document containing a trade secret under seal; and (ii) Seller does not disclose the trade secret except pursuant to court order.

9. SUBCONTRACTORS: Seller shall not use any subcontractor without the prior written approval of Buyer. Subject to the foregoing, if Seller should use a subcontractor, Seller shall be fully responsible for services performed by the subcontractor to the same extent as if the services were performed directly by Seller and ensure that such subcontractors comply with all of the requirements of these Terms and the applicable Purchase Order. Seller has communicated all necessary terms and obligation performing work hereunder so that the subcontractor may appropriately carry out its obligations hereunder.