00092974.0

MASTER CONFIDENTIAL DISCLOSURE AGREEMENT

This Master Confidential Disclosure Agreement (this "Master CDA") is entered into May 1, 2018 ("**Effective Date**") by and between:

1- AbbVie Inc., a Delaware corporation having its principal place of business at 1 N Waukegan Road, North Chicago, Illinois 60064 ("**AbbVie**") and

2- The following institutions:

The University of Texas Health Science Center at San Antonio
The University of Texas Health Science Center at Houston
The University of Texas Health Science Center at Tyler
The University of Texas Medical Branch at Galveston
The University of Texas M.D. Anderson Cancer Center
The University of Texas Southwestern Medical Center
The University of Texas at Austin
The University of Texas Rio Grande Valley
The University of Texas System

Each is a member institution (each an "**Institution**" or collectively, "Institutions") of The University of Texas System ("**UT System**") which is located at 210 West 7th Street, Austin, Texas 78701 and each having an office and place of business as set forth on **Exhibit A-3** hereto. Sponsor and Institution shall each be referred to as "**Party**" and together as the "**Parties**" throughout this Master CDA.

WHEREAS, Institution is interested in evaluating, from time to time, certain AbbVie Confidential Information (defined below);

WHEREAS, AbbVie anticipates that it may need to evaluate, from time to time, certain Institution Confidential Information (defined below); and

WHEREAS, this Master CDA allows the Parties to facilitate the exchange of Confidential Information (defined below) in connection with multiple potential arrangements by issuing a Record of Transfer of Confidential Information ("**Record of Transfer**") for each such potential arrangement, as set forth herein.

NOW THEREFORE, AbbVie and Institution agree as follows:

1. Definitions.

(a) "**AbbVie Confidential Information**" means (i) information delivered to Institution by AbbVie relating to any proprietary and/or investigational compounds (individually and collectively, the "**Compound(s)**") identified in a Record of Transfer, including, not limited to, the investigator brochure for the Compound(s) and protocols and clinical study data and results provided by AbbVie to Institution hereunder relating to the Compound(s); (ii) specifications, technology, data, market data, product pricing, and materials relating to AbbVie's clinical studies and products; and (iii) any other information provided by or on behalf of AbbVie in writing, orally, visually and/or observed while on the premises of AbbVie that (A) is marked or otherwise identified as confidential when disclosed, and/or (B) a reasonable person would understand to be confidential or proprietary due to the context of its disclosure and/or its scope, content, or nature.

(b) "**AbbVie Representatives**" means AbbVie's employees, agents, Affiliates and Collaborators who have a need to know Institution Confidential Information in order to carry out the Purpose.

(c) "**Affiliate**" "Affiliate" means an entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Party being referenced, excluding, with respect to AbbVie Pharmacyclics LLC. For purposes of this definition, "control" means the possession, direct or indirect, of the power to cause the direction of the management and policies of the applicable entity, whether through ownership of fifty percent (50%) or more of the voting securities of such entity, by contract or otherwise. The parties agree that AbbVie's Affiliates are hereby authorized to issue and execute Records of Transfer pursuant to the terms of the Master CDA in their own name and shall accrue and be bound by the same rights and obligations AbbVie would under the Master CDA and such an executed Record of Transfer.

(d) "**Collaborator**" means any third-party, person, or entity that has entered into a written agreement with AbbVie that reflects an ownership interest in a Compound or which agreement is for the joint development, license, partnership, or other collaborative development of such Compound.

(e) **"Confidential Information"** means AbbVie Confidential Information, Institution Confidential Information, or both, as the context so requires.

(f) "**Institution Confidential Information**" means any portion of the written plan setting forth Institution's proposed scientific design for a clinical study delivered to AbbVie by Institution and any information related thereto that does not contain AbbVie Confidential Information and that is either (i) marked or otherwise identified as confidential when disclosed, or (B) that a reasonable person would understand to be confidential or proprietary due to the context of its disclosure and/or its scope, content, or nature, or (iii) both (i) and (ii).

(g) "**Institution Representatives**" means the individual that Institution intends to engage as principal investigator for a study and any of Institution's employees, agents, or Affiliates who have a need to know AbbVie Confidential Information for the Purpose.

(h) "**Representatives**" means AbbVie Representatives, Institution Representatives, or both, as the context so requires.

2. (a) During the Term (as defined in Section 5), each Party may provide its Confidential Information to the other Party as set forth in a Record of Transfer, in one of the two forms attached hereto as Exhibit A-1 (AbbVie Clinical Study and/or general Arrangement; as defined in Section 7) and Exhibit A-2 (Institution-Sponsored Study). AbbVie shall, in its sole discretion, determine when and whether to disclose AbbVie Confidential Information to Institution under a Record of Transfer. Each Record of Transfer will incorporate all of the terms and conditions of this Master CDA, in addition to the specific details concerning the details of Confidential Information to be disclosed and the purpose for such disclosure (the "**Purpose**"). To the extent any terms and conditions of this Master CDA conflict with the terms and conditions of any Record of Transfer, the terms and conditions of this Master CDA will control for Confidential Information released on or after the Effective Date, unless the Record of Transfer expressly and specifically states an intent to supersede the Master CDA on a specific matter (but then only with respect to such Record of Transfer and such matter).

(b) Clinical Trials Xpress ("") [www.clinicaltrialsxpress.org], a wholly-owned initiative of the UT System, is the central coordinating office and team established to promote efficient and streamlined study start-up processes of multi-institutional clinical trials. More specifically, the CTX fee-for-service network operating model accelerates study implementation by negotiating a single, common clinical trial study budget; using pre-approved master clinical trial agreements; and by adopting the UT System IRB Reciprocity model or central IRBs for regulatory oversight. AbbVie may engage the services of

the CTX central coordinating office when the applicable study contemplated by this Master CDA will be considered for the participation by more than one Institution.

3. Each receiving Party may disclose the disclosing Party's Confidential Information only to receiving Party's Representatives; provided, however, that (i) such Representatives must be bound by obligations of confidentiality and non-use no less restrictive than those set forth under this Master CDA, and (ii) disclosing Party shall be responsible for any unauthorized disclosure or use of the Confidential Information by such Representatives.

4. The Parties agree that AbbVie's Affiliates are hereby authorized to issue and execute Records of Transfer pursuant to the terms of the Master CDA in their own name, and shall accrue and be bound by the same rights and obligations AbbVie would under the Master CDA and such an executed Record of Transfer.

5. This Master CDA shall be effective on the Effective Date and shall continue for a period of five (5) years thereafter – from May 1, 2018 to March 31, 2023 ("**Term**"). This Master CDA may be extended by written amendment signed by the Parties. Either Party may terminate this Master CDA or any Record of Transfer without cause upon at least thirty (30) days upon written notice to the other Party. Termination or expiration of this Master CDA shall not affect any rights or obligations which have accrued prior thereto. If the term of any Record of Transfer extends beyond the termination or expiration date of this Master CDA, the applicable terms and conditions of this Master CDA shall extend automatically for such Record of Transfer until such Record of Transfer's termination or expiration date.

6. Except as otherwise permitted hereunder, during the term of the Record of Transfer, including any extensions thereof, and for a period of five (5) year after the expiration or termination of the Record of Transfer, each Party agrees not to disclose or use Confidential Information received from the other Party without such other Party's prior written approval or as indicated in this Master CDA. Receiving Party shall notify the disclosing Party in writing of any discovered unauthorized disclosure, misuse, or misappropriation of the disclosing Party's Confidential Information promptly following discovery thereof.

(a) Confidential Information excludes any portion thereof that:

i. is already in the recipient Party's possession at the time of disclosure thereof, as shown by its written records;

ii. is known to receiving Party, as evidenced by its written records, prior to receipt thereof under this Master CDA;

iii. is disclosed to receiving Party by a third party after the full execution of this Master CDA, and that third party has a legal right to make such disclosure;

iv. is or becomes part of the public domain other than through breach of this Master CDA by receiving Party; or

v. is independently developed by or for receiving Party without knowledge of or access to such Confidential Information of the disclosing Party, as evidenced by receiving Party's written records.

(b) If either Party receives a request to disclose any of the other Party's Confidential Information pursuant to law, regulation, or court order, such receiving Party shall, if legally permissible, provide

the disclosing Party with written notice thereof as promptly as practicable in order to allow the disclosing Party to take whatever action the disclosing Party deems necessary to protect its Confidential Information. In the event that (i) no protective order or other remedy is obtained or (ii) the disclosing Party waives compliance with the terms of this Master CDA, receiving Party shall furnish only that portion of the disclosing Party's Confidential Information that receiving Party is advised by counsel is legally required.

7. Without disclosing Party's prior written approval, except as required by applicable law or regulation, neither Party shall disclose to any third party (i) the terms of this Master CDA, or (ii) the existence or terms of any discussions or negotiations regarding an agreement or any other potential arrangement relating the Confidential Information ("**Arrangement**"). Without the other Party's prior written approval, neither Party shall use the name, trademark, servicemark, or logo of the other Party in any publicity, advertising, or other information intended to be used for commercial or promotional purposes.

8. Each Party agrees that the Confidential Information disclosed by either Party to the other Party is and shall remain the sole property of the disclosing Party. Nothing in this Master CDA shall be construed to require either Party to enter into an Arrangement. Except for receiving Party's limited right to use the disclosing Party's Confidential Information for the Purpose, nothing in this Master CDA shall be construed to require either Party to grant the other Party any right, interest, or license in or under any patent, trademark, copyright, trade secret or other proprietary right or material owned by or licensed to a Party, whether or not such right, interest, or license is part of the disclosing Party's Confidential Information.

9. Neither Party shall assign this Master CDA or any part thereof, without the prior written consent of the other Party; provided, however, that upon prior written notice to the other Party, either Party may assign this Master CDA without the other Party's consent to any successor by merger, de-merger or sale of substantially all of the assigning Party's assets to which this Master CDA relates. Any permitted assignee shall assume all obligations of the assigning Party under this Master CDA. Assignment shall not relieve either Party of responsibility for the performance of any accrued obligation.

10. This Master CDA includes all attached exhibits, all of which are herein incorporated by reference. This Master CDA constitutes the entire understanding of the Parties with respect to the matters herein contained and supersedes any and all prior written or oral agreements or undertakings regarding such matters. This Master CDA may be modified only by written agreement signed by the Parties.

11. Any notices required or otherwise made pursuant to this Master CDA shall be in writing to the other Party at the address set forth below with a copy to: Vice President and Associate General Counsel, Legal R&D, Alliance Management and Transactions; Dept. V323, Building AP34, AbbVie Inc., 1 N Waukegan Road, North Chicago, IL 60064.

12. This Master CDA may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. Each Party acknowledges that an original signature or a copy thereof transmitted by facsimile or by PDF shall constitute an original signature for purposes of this Master CDA.

13. Institutions are an agency of the State of Texas and under the constitution and laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the constitution and laws of the State of Texas. Notwithstanding any provision hereof, nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of any Institution or the State of Texas or a

prospective waiver or restriction of any of the rights, remedies, claims, and privileges of any Institution or the State of Texas.

IN WITNESS WHEREOF, each of the Parties has caused this Master CDA to be executed by its authorized Representative in its name and on its behalf.

AGREED AND ACCEPTED:
AbbVie, Inc.

DocuSigned by:
By: Elizabeth R Depasquale
Name: Elizabeth R Depasquale
Title: Sr. Project Manager
(Date) 07-May-2018 | 7:50:35 AM CDT

AGREED AND ACCEPTED:
The University of Texas System for the benefit of Clinical Trials Xpress

By: Raymond S. Greenberg
Name: RAYMOND S. GREENBERG
Title: EXEC. VICE CHANCELLOR FOR HEALTH AFFAIRS
(Date) 05-10-18

AGREED AND ACCEPTED:
The University of Texas Health Science Center at San Antonio

By: Chris G. Green
Name: Chris G. Green, CPA
Title: Sr. Director, Office of Sponsored Programs
(Date) 09 May 2018

AGREED AND ACCEPTED:
The University of Texas Medical Branch at Galveston

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Health Science Center at Houston

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Health Science Center at Tyler

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Southwestern Medical Center

By: _____
Name: _____

AGREED AND ACCEPTED:
The University of Texas Rio Grande Valley

By: _____
Name: _____

00092974.0

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Name: _____
Title: _____
(Date)

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The University of Texas Health Science Center at San Antonio

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Medical Branch at Galveston

By: [signature]
Name: Lori Simon
Title: Director, Office of Clinical Research
(Date) 09 May 2018

AGREED AND ACCEPTED:
The University of Texas Health Science Center at Houston

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Health Science Center at Tyler

By: _____
Name: _____
Title: _____
(Date)

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The University of Texas Health Science Center at San Antonio

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Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Medical Branch at Galveston

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Health Science Center at Houston

By: Kristin L Parks
Name: Kristin L Parks
Title: Director, Clinical Research Finance
(Date) 05/09/2018

AGREED AND ACCEPTED:
The University of Texas Health Science Center at Tyler

By: _____
Name: _____
Title: _____
(Date)

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The University of Texas Southwestern Medical Center

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AGREED AND ACCEPTED:
The University of Texas Medical Branch at Galveston

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Health Science Center at Houston

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Health Science Center at Tyler

By: _____
Name: David Anderson
Title: Director, Sponsored Programs
(Date) 5/9/18

AGREED AND ACCEPTED:
The University of Texas Southwestern Medical Center

By: _____
Name: _____

AGREED AND ACCEPTED:
The University of Texas Rio Grande Valley

By: _____
Name: _____

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Name: Elizabeth R Depasquale
Title: Sr. Project Manager
(Date) 07-May-2018 | 7:50:35 AM CDT

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(Date)

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AGREED AND ACCEPTED:
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Name: _____
Title: _____
(Date)

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(Date)

AGREED AND ACCEPTED:
The University of Texas Health Science Center at Tyler

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Southwestern Medical Center

DocuSigned by:
By: Megan Marks, Ph.D
Name: Megan G. Marks, Ph.D
Title: _____
(Date) _____

AGREED AND ACCEPTED:
The University of Texas Rio Grande Valley

By: _____
Name: _____
Title: _____
(Date)

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By: Elizabeth R Depasquale
0F8B6F480AEE4F8...
Name: Elizabeth R Depasquale
Title: Sr. Project Manager
(Date) 07-May-2018 | 7:50:35 AM CDT

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The University of Texas System for the benefit of Clinical Trials Xpress

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(Date)

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The University of Texas Health Science Center at Tyler

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Southwestern Medical Center

By: _____
Name: _____

AGREED AND ACCEPTED:
The University of Texas Rio Grande Valley

By: Parwinder Grewal Digitally signed by Parwinder Grewal Date: 2018.05.18 08:00:30 -05'00'
Name: Parwinder S. Grewal, Ph.D.

00092974.0

Title: _____
(Date)

Title: EVP Research, Grad Studies, New Prgm Dev.
(Date)

AGREED AND ACCEPTED:
The University of Texas at Austin

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas M. D. Anderson Cancer Center*

By: _____
Name: _____
Title: _____
(Date)

00092974.0

Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas at Austin

By: Mark Featherston Digitally signed by Mark Featherston Date: 2018.05.11 10:48:09 -05'00'
Name: Mark Featherston
Title: Assistant Director
(Date) Office of Sponsored Projects

Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas M. D. Anderson Cancer Center*

By: _____
Name: _____
Title: _____
(Date)

00092974.0

Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas at Austin

By: _____
Name: _____
Title: _____
(Date)

Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas M. D. Anderson Cancer Center*

By: _____
Name: Raymond T. Rufer
Title: Managing Legal Officer - Intellectual Property
(Date) 10 May 2018

Reviewed and Approved by
UTMDACC Legal Services for
UTMDACC Signature: _____ 10 May 2018

00092974.0

Exhibit A-1
Record of Transfer of Confidential Information For AbbVie-Initiated Clinical Study or Arrangement

This Record of Transfer of Confidential Information ("**Record of Transfer**") is issued under the Master Confidential Disclosure Agreement (contract number 00092974.0) effective Insert Effective Date of Agreement (the "**Master CDA**") by and between AbbVie Inc. ("**AbbVie**") and certain member institutions of The University of Texas System including The University of Texas at _____ Insert participant name ("**Institution**").

Purpose	Option #1 Institution to receive AbbVie Confidential Information for purposes of participating in clinical study. OR Option #2: Institution to receive AbbVie Confidential Information for purposes of potential Arrangement, or a general, non-study specific discussions (which may include future arrangement relating to Compound(s))
Compound (delete if no compound involved)	Insert Compound Name(s)
Study (delete if not for purpose of study)	Insert Protocol No. and Title

The time period for disclosing AbbVie Confidential Information under this Record of Transfer shall be one (1) year from the date of full execution of this Record of Transfer.

The Parties agree that no Institution Confidential Information will be disclosed under this Record of Transfer.

By signing below, Institution agrees to abide by all of the obligations set forth therein with respect to the AbbVie Confidential Information disclosed under this Record of Transfer.

ABBVIE INC.	INSTITUTION
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Address: 1 N Waukegan Road, Dept R479	Address: _____

00092974.0

Bldg. AP34, North Chicago, IL 60064

READ AND UNDERSTOOD

By:_____

Name: _____

Title: Principal Investigator,

Date: _____

00092974.0

Exhibit A-2
Record of Transfer of Confidential Information For Institution-Initiated Study

This Record of Transfer of Confidential Information ("**Record of Transfer**") is issued under the Master Confidential Disclosure Agreement (contract number 00092974.0) effective Insert Effective Date of Agreement (the "**Master CDA**") by and between AbbVie Inc. ("**AbbVie**") and Insert participant name ("**Institution**").

Institution and/or Principal Investigator have made an unsolicited request for AbbVie's support in connection with the below-referenced Institution-sponsored investigator-initiated study (the "**Study**")

Purpose	AbbVie to evaluate Institution Confidential Information for the purpose of determining whether it is interested in providing support for the Study. Institution to evaluate AbbVie Confidential Information relating to Compound for the purpose of determining whether Institution is interested in conducting the Study.
Compound	Insert Compound Name(s)
Study Protocol Title	Insert Protocol No. and Title
Principal Investigator	

The time period for disclosing Confidential Information under this Record of Transfer shall be one (1) year from the date of full execution of this Record of Transfer.

By signing below, the Parties agree to abide by all of the obligations set forth therein with respect to the Confidential Information disclosed under this Record of Transfer.

ABBVIE INC.	Full Legal Name of Institution in ALL CAPS
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Address: 1 N Waukegan Road, Dept R479 Bldg. AP34, North Chicago, IL 60064	Address: _____

Exhibit A-3
Administrative Contact Person and Address for Each Institution

The University of Texas at Austin Mark Featherston Assistant Director, Contracts/Agreements Office of Sponsored Projects P.O. Box 7726 Austin, Texas 78713-7726 Phone: 512-232-6087 Fax: 512-471-6564 Tax ID: 74-600023 Email: mark.featherston@austin.utexas.edu	**The University of Texas Southwestern Medical Center** Arriel Stevens Sponsored Programs Administrator 5323 Harry Hines Blvd. Dallas, TX 75390-9105 Phone: 214-648-4139 Fax: 214-648-4474 Email: arriel.stevens@UTSouthwestern.edu Tax ID: 75-6002868
The University of Texas Health Science Center at San Antonio Chris G. Green, CPA Director, Office of Sponsored Programs 7703 Floyd Curl Dr, Mail Code 7828 San Antonio, TX 78229-3900 Phone: 210-567-2340 Fax: 210-567-8107 Email: contracts@uthscsa.edu Tax ID: 74-1586031	**The University of Texas Health Science Center at Houston** Kathleen Kreidler Associate Vice President, Sponsored Projects 7000 Fannin Street, UCT1006 Houston, TX 77030 Phone: 713-500-3999 Fax: 713-383-3746 Email: Kathleen.Kreidler@uth.tmc.edu Tax ID: 74-1761309 *Overnight address is:* 7000 Fannin Street, Suite UCT 1007-2 Houston, TX 77030
The University of Texas Health Science Center at Tyler David Anderson Director, Office of Pre-Award Services 11937 U.S. Hwy. 271 Tyler, TX 75708-3154 Phone: 903-877-7486 Fax: 903-877-7558 Email: david.anderson@uthct.edu	**The University of Texas Medical Branch at Galveston** Toni D'Agostino Associate VP for Research, Office of Sponsored Projects **The University of Texas Medical Branch at Galveston** 301 University Boulevard 5.106 W Admin. Building Galveston, TX 77555-0133 Phone: 409-772-2138 Fax: 409-266-9469 Email: todagost@utmb.edu Tax ID: 74-6000949
The University of Texas Rio Grande Valley Glorimar Colon Research Liaison Officer Office of the Senior VP for Research, Innovation, and Economic Development Office of Sponsored Programs 1201 West University Drive Edinburg, TX 78539	**The University of Texas M. D. Anderson Cancer Center** Sana Shaikh Senior Legal Officer 1515 Holcomb Boulevard, Unit 1676 Houston, TX 77030 Phone: 713-563-3881 Fax: 713-794-4535

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Phone: 956-665-3883 Email: glorimar.colon@utrgv.edu Email: sponpro@utrgv.edu Tax ID: 46-5292740	Email: sashaikh@mdanderson.org Tax ID: 74-001118
Clinical Trials Xpress Carla Kantara, PhD, M.B.A Assoc. Vice President of Business Development Collaborative Clinical Research Solutions, Inc. Supports and Manages CTX for UT System 6341 Fannin Street, MSB 1.150 Houston, TX 77030 O: (713) 500-7927 Email: carlakantara@ccrsconsultants.com	**The University of Texas System** BethLynn Maxwell, Ph.D., J.D. Chief Health Research Officer, Office of Health Affairs Associate General Counsel, Office of General Counsel 210 West 7th Street Austin, TX 78701 Phone: 512-499-4518 Fax: 512-499-4523 Email: bmaxwell@utsystem.edu