Fill in this information to identify the case:

Debtor 1 Achaogen Inc.

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: District of Delaware

Case number 19-10844

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?**
   Elsevier B.V.
   Name of the current creditor (the person or entity to be paid for this claim)
   Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**
   ☑ No
   ☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

   Where should notices to the creditor be sent?
   Elsevier B.V.
   Name
   Radarweg 29, 1043 NX
   Number Street
   Amsterdam
   City State ZIP Code
   Contact phone
   Contact email legal-collections@elsevier.com

   Where should payments to the creditor be sent? (if different)
   Citibank N.A.-Account# 4075-4173
   Name
   399 Park Avenue
   Number Street
   New York NY 10043
   City State ZIP Code
   Contact phone
   Contact email legal-collections@elsevier.com

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   Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?**
   ☑ No
   ☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**
   ☑ No
   ☐ Yes. Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
   - ☐ No
   - ☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 7 6 6 9

7. **How much is the claim?** $ 75,954.00 **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   Services Performed

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   Nature of property:
   - ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   Basis for perfection: _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   Value of property: $_____
   Amount of the claim that is secured: $_____
   Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

   Amount necessary to cure any default as of the date of the petition: $_____

   Annual Interest Rate (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

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10. **Is this claim based on a lease?**
    - ☑ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/25/2019
MM / DD / YYYY

RECEIVED
MAY 03 2019
KURTZMAN CARSON CONSULTANTS

Signature

Print the name of the person who is completing and signing this claim:

Name: Rexie (First name) Dayap (Middle name) Angeles (Last name)

Title: Finance Manager - Cash Allocation & Application, Debt Recovery

Company: Elsevier B.V.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 1st Floor Builing L, UP Ayala Land Technohub
Number Street
Quezon City, Philippines
City State ZIP Code

Contact phone: +31 204 852 592 Email: rexie.angeles@reedelsevier.com

DocuSign Envelope ID: 604895FB-9B21-49ED-888F-BB17BF6FD8F8



Agreement No. 1-13155655150
CRM 1a.1.0 7/14

ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of 01 February 2017 by and between **Achaogen Inc.**, 7000 Shoreline Crt Ste 371 3rd Fl, South San Francisco, CA 94080, USA (the "Subscriber"), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands ("Elsevier").

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*
Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 ("Subscribed Products") and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users/Sites.*
Authorized Users are either the employees of the Subscriber or individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber's locations listed on Schedule 2 (the "Sites") and permitted by the Subscriber to access the Subscribed Products.

1.3 *Authorized Uses.*
Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User
- incorporate links to the Subscribed Products on the Subscriber's intranet and internet websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
- provide print or electronic copies of individual items from the Subscribed Products (a) to governmental regulatory authorities for purposes of submitting applications for regulatory approval, trademarks or patents respecting the Subscriber's products or services; (b) when required by law for use in legal proceedings; (c) to the individuals who are independent contractors or are employed by independent contractors of the Subscriber without access to its network provided that (i) the copies will be used only for the purposes of the contracted work for the Subscriber; (ii) the recipients are advised that the copies are not for redistribution or dissemination online; and (iii) at the termination of the contracted work, the copies will be destroyed; and
- display or provide print or electronic copies of individual items from the Subscribed Products for the purposes of internal promotion and testing of the Subscribed Products and training groups of Authorized Users.

1.4 *Restrictions on Use of Subscribed Products.*
Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products;
- substantially or systematically reproduce, retain, redistribute or disseminate online the Subscribed Products; or
- post individual items from the Subscribed Products on social networking sites.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

1.5 *Intellectual Property Ownership.*
The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*
Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein.

2.2 *Quality of Service.*
Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

2.3 *Withdrawal of Content.*
Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

2.4 *Usage Data Reports.*
Elsevier will make usage data reports on the Subscriber's usage activity available as described at https://www.elsevier.com/sd_usage_reports.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 *Authentication.*
Access to the Subscribed Products will be authenticated by the use of Internet Protocol ("IP") address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2.

3.2 *Protection from Unauthorized Access and Use.*
The Subscriber will use reasonable efforts to:

- limit access to and use of the Subscribed Products to Authorized Users and notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;

- issue any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulge any passwords or credentials to any third party, and notify all Authorized Users not to divulge any passwords or credentials to any third party;

- provide true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively inform Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber; and

- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof. The Subscriber will be responsible for the adherence to the terms and conditions of this Agreement by a third party provider the Subscriber engages, in particular, if such third party provider supplies and manages IP addresses.

3.3 *Compliance with Sanction Laws.*
Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable sanctions or embargoes laws.

SECTION 4. FEES AND PAYMENT TERMS.

The Subscriber will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within thirty (30) days of date of invoice. Late payments will be subject to interest charges of 1% per month on the unpaid balance. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees.

SECTION 5. TERM.

5.1 *Term.*
The term of this Agreement will commence on 01 March 2017 and continue until 28 February 2018 ("Initial Term").

5.2 *Renewal.*
After the Initial Term, this Agreement will be automatically renewed for successive one-year terms (each a "Renewal Term"), and the Fees will be increased by the then current standard Elsevier price increase, unless either party gives notice to the other no later than ninety (90) days prior to the end of the then current term that it does not intend to renew. The Initial Term and each Renewal Term are collectively the "Term".

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 *Warranties.*
Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 *Indemnities.*
Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 *Disclaimer.*
EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*
Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, or will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

SECTION 7. GENERAL.

7.1 *Force Majeure.*
Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) will be deemed a breach of this Agreement.

7.2 *Severability.*
The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*
This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

7.4 *Modification.*
No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to the Subscriber.

7.5 *Assignment/Change of Control.*
The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld. Elsevier may unilaterally terminate this Agreement if a third party acquires the majority of the Subscriber's ownership interest.

7.6 *Privacy.*
Elsevier will not, without the prior written consent of the Subscriber, transfer any personal information received by Elsevier from the Subscriber under this Agreement to any non-affiliated third party, except (i) to applicable service providers to the extent necessary to perform their functions for Elsevier in support of this Agreement; (ii) where reasonably necessary to address security, safety, fraud or other legal issues; and (iii) if the Subscribed Products are acquired by another company, or use it for any purpose other than as described in this Agreement.

7.7 *Notices.*
All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V. c/o Regional Sales Office, Elsevier Inc., 230 Park Avenue, Floor 8, New York, NY 10169-0005, USA.

If to the Subscriber: Achaogen Inc., 7000 Shoreline Crt Ste 371 3rd Fl, South San Francisco, CA 94080, USA.

7.8 *Publicity.*
The parties agree that the other party may use its name and associated marks for purposes of client/contractor references, advertising or promotional campaigns. The parties agree that the other party may issue a press release or make a public announcement regarding this Agreement subject to the other party's right to review and prior approval of the relevant portions of such release or announcement containing reference to its name or marks, which review and approval will not be unreasonably withheld or delayed.

7.9 *Confidentiality.*
The Subscriber and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent the financial terms and commercial conditions of this Agreement. Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues.

7.10 *Execution.*
This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

DocuSign Envelope ID: 604895FB-9B21-49ED-888F-BB17BF6FD8F8

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

ACHAOGEN INC.
(Subscriber)

DocuSigned by:
Blake Wise
A48843AEDBE740F...

Name: Blake Wise
Title: COO

ELSEVIER B.V.
(Elsevier)

Name: Gino Ussi
Title: Executive Vice President Research Solution Sales

Agreement No. 1-13155655150

DocuSign Envelope ID: 604895FB-9B21-49ED-888F-BB17BF6FD8F8

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

ACHAOGEN INC.

Agreement No. 1-13155655150

Subscribed Products – publisher	**Access**	**01/03/ 2017 - 28/02/2018 USD**
Reaxys® - Reed Elsevier Properties S.A.	reaxys.com	**$27,323.00**
Reaxys® Medicinal Chemistry – Reed Elsevier Properties S.A.		**$11,607.00**
TOTAL FEES		**$38,930.00**

Reaxys Additional Terms and Conditions

Upon termination of the Subscriber's subscription to Reaxys, the Subscriber will delete all stored copies of items from Reaxys and document the same to Elsevier's reasonable satisfaction. Notwithstanding the foregoing, and for purposes of clarity, the Subscriber will not be required to delete incidental copies of individual items that would be impractical or impossible to remove (i.e. as may have been embedded in spreadsheets, reports and similar printed or electronic documents), provided that such individual items will continue to be subject to the usage provisions of the Agreement, which provisions will survive the termination of the Agreement. For the avoidance of doubt, individual items extracted from Reaxys, may only be provided by an Authorized User to other Authorized Users. The Subscriber and its Authorized Users may not provide such individual items to any third party, except as may otherwise be expressly permitted in writing by Elsevier.

DocuSign Envelope ID: 604895FB-9B21-49ED-888F-BB17BF6FD8F8

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Subscriber: Achaogen Inc.

Sites:	#Relev. Auth. Users:	Authentication:
7000 Shoreline Crt Ste 371 3rd Fl, South San Francisco, CA 94080, USA	4	12.167.(102-102).(50-50) 64.71.(16-16).(82-86)

Estimated total number of relevant Authorized Users for ReaxysReaxys Medicinal Chemistry: 4

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber warrants and represents that the above estimated total number of relevant Authorized Users includes all applicable employees and individuals who are independent contractors or are employed by independent contractors, including consultants and freelancers. The Subscriber will promptly notify Elsevier of any material changes in the number of relevant Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

Name:	Andrew Calabrese
Title:	VP
Name/Address (if different from Section 7.7):	
E-mail:	acalabrese@achaogen.com
Phone:	

Billing Contact

Name:	Andrew Calabrese
Title:	VP
Name/Address (if different from Section 7.7):	Achaogen Inc., 7000 Shoreline Crt Ste 371 3rd Fl, South San Francisco, CA 94080, USA
E-mail:	acalabrese@achaogen.com
Phone:	

The Subscriber will promptly notify Elsevier of any changes to any of the contact information above.

Regional Account Support Department
230 Park Avenue
New York, NY 10169-0005
USA
Telephone: +1-888-615-4500
E-mail: invoicing_Americas@elsevier.com

Renewal Invoice

Bill To	Achaogen Inc. Sean Doyle One Tower Place Ste 300 South San Francisco, CA 94080 United States
TAX/VAT Reg. No	
Purchase Order No	

Invoice No	M395259
Invoice Date	03-Jan-19
Due Date	02-Feb-19
Terms	per the contract

Pharmapendium - Subscription Fee for period from Jan 11, 2019 to Jan 10, 2020 - Online Access	USD	33,279.00

Ship To	Achaogen Inc. Sean Doyle, Sr. IT Manager 7000 Shoreline Ct, Suite 371 South San Francisco, CA 94080 United States

Total	USD	33,279.00
Tax	USD	
Amount Due	USD	33,279.00

Agreement No	1-16417956226	SIS ID	ECR-552313	Account Number	C000070158

Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands HR Amsterdam 33158992 VAT Reg No. US 20-4838251

PAYMENT OPTIONS

Important Please make sure that you reference invoice number M395259 on your payment option to ensure timely turnaround.

1. Wire Transfers To Citibank N.A.-Account# 4075-4173, 399 Park Avenue, New York, NY 10043 USA, ABA# 021000089

2. Check Make payable to Elsevier B.V.. Send Check to Corporate Accounts Receivable and Collections, Elsevier, P.O. Box 7247-8455 Philadelphia, PA 19170-8455, USA (please send a copy of the invoice with check)

VAT INFO

Council Directive 2006/112, Article 56(k)

Regional Account Support Department
230 Park Avenue
New York, NY 10169-0005
USA
Telephone: +1-888-615-4500
E-mail: invoicing_Americas@elsevier.com



Renewal Invoice

Invoice No	M395259
Invoice Date	03-Jan-19
Due Date	02-Feb-19
Terms	per the contract

Pharmapendium - Subscription - Subscription

	Currency	
Pharmapendium	USD	33,279.00
Grand Total:		33,279.00

Regional Account Support Department
230 Park Avenue
New York, NY 10169-0005
USA
Telephone: +1-888-615-4500
E-mail: invoicing_Americas@elsevier.com

Renewal Invoice

Bill To	Achaogen Inc. Sean Doyle One Tower Place Ste 300 South San Francisco, CA 94080 United States
TAX/VAT Reg. No	
Purchase Order No	

Invoice No	M395227
Invoice Date	03-Jan-19
Due Date	02-Feb-19
Terms	per the contract

Reaxys Base Fee for period from Mar 1, 2019 to Feb 29, 2020 - Online Access	USD	29,951.00
Reaxys Medicinal Chemistry - Recurring Fee for period from Mar 1, 2019 to Feb 29, 2020 - Online Access	USD	12,724.00

Ship To	Achaogen Inc. Sean Doyle One Tower Place Ste 300 South San Francisco, CA 94080 United States

Total	USD	42,675.00
Tax	USD	
Amount Due	USD	42,675.00

Agreement No	1-16417994161	SIS ID	ECR-552313	Account Number	C000070158

Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands HR Amsterdam 33158992 VAT Reg No. US 20-4838251

PAYMENT OPTIONS

Important Please make sure that you reference invoice number M395227 on your payment option to ensure timely turnaround.

1. Wire Transfers To Citibank N.A.-Account# 4075-4173, 399 Park Avenue, New York, NY 10043 USA, ABA# 021000089

2. Check Make payable to Elsevier B.V.. Send Check to Corporate Accounts Receivable and Collections, Elsevier, P.O. Box 7247-8455 Philadelphia, PA 19170-8455, USA (please send a copy of the invoice with check)

VAT INFO

Council Directive 2006/112, Article 56(k)

Regional Account Support Department
230 Park Avenue
New York, NY 10169-0005
USA
Telephone: +1-888-615-4500
E-mail: invoicing_Americas@elsevier.com

Renewal Invoice

Invoice No	M395227
Invoice Date	03-Jan-19
Due Date	02-Feb-19
Terms	per the contract

Reaxys Base - Subscription

	Currency	
Reaxys Direct CWA	USD	29,951.00
Grand Total:		29,951.00

Reaxys Medicinal Chemistry - Recurring - Subscription

	Currency	
Reaxys Medicinal Chemistry	USD	12,724.00
Grand Total:		12,724.00

Achaogen Inc.
Statement of Account as of 25-April-2019

Number	Customer Number	Operating Unit	Transaction Date	Due Date	Class	Days Late
M395227	2077669	ELS NLD Operating Unit	3-Jan-19	2-Feb-19	Invoice	82
M395259	2077669	ELS NLD Operating Unit	3-Jan-19	2-Feb-19	Invoice	82

[redacted]

Currency	Original	Balance Due	Status
USD	42,675.00	42,675.00	Open
USD	33,279.00	33,279.00	Open
		75,954.00	