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?**

Alcami Corporation
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)

RECEIVED
MAY 20 2019
KURTZMANCARSONCONSULTANTS

Where should notices to the creditor be sent?

Legal Department
Name

2320 Scientific Park Drive
Number Street

Wilmington NC 28405
City State ZIP Code

Contact phone 910-254-7087

Contact email legal@alcaminow.com

Where should payments to the creditor be sent? (if different)

Name

Number Street

City State ZIP Code

Contact phone 910-254-7979

Contact email credit@alcaminow.com

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? _____

☑ Date Stamped Copy Returned
☐ No self addressed stamped envelope
☐ No copy to return



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: 3 6 8 7

7. **How much is the claim?** $ 72,734.00 **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.
   analytical development/testing services;

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.)

   RECEIVED
   MAY 20 2019
   KURTZMANCARSONCONSULTANTS

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

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

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 05/08/2019
MM / DD / YYYY

Mary Palega
Signature

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

RECEIVED
MAY 20 2019
KURTZMANCARSONCONSULTANTS

Name: Mary Palega
First name Middle name Last name

Title: Credit and Collections Analyst

Company: Alcami Corporation
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 2320 Scientific Park Drive
Number Street

Wilmington NC 28405
City State ZIP Code

Contact phone 910-254-7979 Email credit@alcaminow.com

alcami

May 14, 2019

Mr. Joseph Bunning
Achaogen Claims Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

Dear Mr. Bunning:

I enclosed a Proof of Claim in the amount of $72,734.00 USD owed by Achaogen, Inc. to Alcami Corporation. Alcami is a contract pharmaceutical development and manufacturing organization and performed services for Achaogen.

Please let me know if you require any additional information. I can be reached at 910.254.7979 or by email at mary.palega@alcaminow.com.

Sincerely,

Mary Palega
Sr. Credit and Collections Analyst | Finance
Alcami Corporation



Alcami Corporation
2320 Scientific Park Drive
Wilmington, NC 28405
www.alcaminow.com

Bill to

Achaogen, Inc.
7000 Shoreline Court, Suite 371
South San Francisco, CA 94080

Invoice

Number .....: JIN-00069292
Federal Tax ID .....: [redacted]6024
Date.....: 12/19/2018
Contract.....: ACHG2206
Customer account.....: C03687
Payment.....: Net 30
Due date.....: 1/18/2019
Purchase order.....: AGP103093

Ship to

Achaogen, Inc.
7000 Shoreline Court, Suite 371
South San Francisco, CA 94080

Remit to address .: PO Box 603059 Charlotte NC, 28260-3059
Electronic payments .: Wells Fargo Bank, Account# [redacted]3331; ABA# 121000248; Wire Transfers: IBAN/Swift WFBIUS6S

Project	Description	Qty	Unit price	Line Amount
06502-002	Pmt #2 Completion of 1 Month Stability Testing (CECL03)	1.00	7,045.00	7,045.00

Sales tax .....: 0.00
Invoice amount .....: 7,045.00 USD

For questions concerning this invoice, please contact Laureen O'Neill or Stephanie Nadeau at 910-254-7000



Alcami Corporation
2320 Scientific Park Drive
Wilmington, NC 28405
www.alcaminow.com

Bill to

Achaogen, Inc.
7000 Shoreline Court, Suite 371
South San Francisco, CA 94080

Invoice

Number .....: JIN-00069667
Federal Tax ID .....: [redacted]6024
Date.....: 12/27/2018
Contract.....: ACHG2206
Customer account.....: C03687
Payment.....: Net 30
Due date.....: 1/26/2019
Purchase order.....: AGP103093

Ship to

Achaogen, Inc.
7000 Shoreline Court, Suite 371
South San Francisco, CA 94080

Remit to address .: PO Box 603059 Charlotte NC, 28260-3059
Electronic payments .: Wells Fargo Bank, Account# [redacted]3331; ABA# 121000248; Wire Transfers: IBAN/Swift [redacted]US6S

Project	Description	Qty	Unit price	Line Amount
06502-003	Pmt #3: Completion of 2 Month Stability Testing (CECL03)	1.00	7,045.00	7,045.00

Sales tax .....: 0.00
Invoice amount .....: 7,045.00 USD

For questions concerning this invoice, please contact Laureen O'Neill or Stephanie Nadeau at 910-254-7000



Alcami Corporation
2320 Scientific Park Drive
Wilmington, NC 28405
www.alcaminow.com

Bill to

Francis Ruado
Achaogen, Inc.
7000 Shoreline Court, Suite 371
South San Francisco, CA 94080

Invoice

Number .....: JIN-00069967
Federal Tax ID .....: [redacted]6024
Date.....: 12/31/2018
Contract.....: ACHG2100
Customer account.....: C03687
Payment .....: Net 30
Due date.....: 1/30/2019
Purchase order.....: 14038

Ship to

Achaogen, Inc.
7000 Shoreline Court, Suite 371
South San Francisco, CA 94080

Remit to address .: PO Box 603059 Charlotte NC, 28260-3059
Electronic payments .: Wells Fargo Bank, Account#[redacted]3331; ABA# 121000248; Wire Transfers: IBAN/Swift[redacted]US6S

Project Item	Description	Qty	Unit price	Line Amount
	Pass Through			
05192-008-001 SD01021	CLAVAM-2-CARBOXYLATE POTASSIUM (4.7 MICROGRAMS) RS USP	2.00	894.36	1,788.71

Sales tax .....: 0.00
Invoice amount .....: 1,788.71 USD

For questions concerning this invoice, please contact Laureen O'Neill or Stephanie Nadeau at 910-254-7000

Note December 2018 Pass Through Expenses



Alcami Corporation
2320 Scientific Park Drive
Wilmington, NC 28405
www.alcaminow.com

Bill to

Achaogen, Inc.
7000 Shoreline Court, Suite 371
South San Francisco, CA 94080

Invoice

Number .....: JIN-00070204
Federal Tax ID .....: [redacted]6024
Date.....: 1/7/2019
Contract.....: ACHG2206
Customer account.....: C03687
Payment.....: Net 30
Due date.....: 2/6/2019
Purchase order.....: AGP103093

Ship to

Achaogen, Inc.
7000 Shoreline Court, Suite 371
South San Francisco, CA 94080

Remit to address .: PO Box 603059 Charlotte NC, 28260-3059
Electronic payments .: Wells Fargo Bank, Account# [redacted]3331; ABA# 121000248; Wire Transfers: IBAN/Swift WFBIUS6S

Project	Description	Qty	Unit price	Line Amount
06502-004	Pmt #4: Completion of 3 Month Stability (CECL03)	1.00	7,495.00	7,495.00

Sales tax .....: 0.00
Invoice amount .....: 7,495.00 USD

For questions concerning this invoice, please contact Laureen O'Neill or Stephanie Nadeau at 910-254-7000



Alcami Corporation
2320 Scientific Park Drive
Wilmington, NC 28405
www.alcaminow.com

Bill to

Achaogen, Inc.
7000 Shoreline Court, Suite 371
South San Francisco, CA 94080

Invoice

Number .....: JIN-00070238
Federal Tax ID .....: [redacted]6024
Date.....: 1/9/2019
Contract.....: ACHG2206
Customer account.....: C03687
Payment.....: Net 30
Due date.....: 2/8/2019
Purchase order.....: AGP103093

Ship to

Achaogen, Inc.
7000 Shoreline Court, Suite 371
South San Francisco, CA 94080

Remit to address .: PO Box 603059 Charlotte NC, 28260-3059
Electronic payments .: Wells Fargo Bank, Account# [redacted]3331; ABA# 121000248; Wire Transfers: IBAN/Swift WFBIUS6S

Project	Description	Qty	Unit price	Line Amount
06502-005	Pmt #5: Completion of 6 Month Stability Testing (CECL03)	1.00	8,245.00	8,245.00

Sales tax .....: 0.00
Invoice amount .....: 8,245.00 USD

For questions concerning this invoice, please contact Laureen O'Neill or Stephanie Nadeau at 910-254-7000



Alcami Corporation
2320 Scientific Park Drive
Wilmington, NC 28405
www.alcaminow.com

Bill to

Achaogen, Inc.
7000 Shoreline Court
Suite #371
South San Francisco, CA 94080

Invoice

Number .....: JIN-00070694
Federal Tax ID .....: [redacted]6024
Date.....: 1/25/2019
Contract.....: ACHG2300
Customer account.....: C03687
Payment.....: Net 30
Due date.....: 2/24/2019
Purchase order.....: AGP103093

Ship to

Achaogen, Inc.
7000 Shoreline Court
Suite #371
South San Francisco, CA 94080

Remit to address .: PO Box 603059 Charlotte NC, 28260-3059
Electronic payments .: Wells Fargo Bank, Account# [redacted]3331; ABA# 121000248; Wire Transfers: IBAN/Swift WFBIUS6S

Project	Description	Qty	Unit price	Line Amount
06405-002	Pmt #1: Completion of MEval/Optimization HPLC RS	1.00	21,000.00	21,000.00

Sales tax .....: 0.00
Invoice amount .....: 21,000.00 USD

For questions concerning this invoice, please contact Laureen O'Neill or Stephanie Nadeau at 910-254-7000



Alcami Corporation
2320 Scientific Park Drive
Wilmington, NC 28405
www.alcaminow.com

Bill to

Achaogen, Inc.
7000 Shoreline Court
Suite #371
South San Francisco, CA 94080

Invoice

Number .....: JIN-00070763
Federal Tax ID .....: [redacted]6024
Date.....: 1/28/2019
Contract.....: ACHG2300
Customer account.....: C03687
Payment.....: Net 30
Due date.....: 2/27/2019
Purchase order.....: AGP103093

Ship to

Achaogen, Inc.
7000 Shoreline Court
Suite #371
South San Francisco, CA 94080

Remit to address .: PO Box 603059 Charlotte NC, 28260-3059
Electronic payments .: Wells Fargo Bank, Account# [redacted]3331; ABA# 121000248; Wire Transfers: IBAN/Swift WFBIUS6S

Project	Description	Qty	Unit price	Line Amount
06405-001	Pmt #3: Completion of Method Optimization Assay/CU	1.00	16,965.00	16,965.00

Sales tax .....: 0.00
Invoice amount .....: 16,965.00 USD

For questions concerning this invoice, please contact Laureen O'Neill or Stephanie Nadeau at 910-254-7000



Alcami Corporation
2320 Scientific Park Drive
Wilmington, NC 28405
www.alcaminow.com

Bill to

Achaogen, Inc.
7000 Shoreline Court, Suite 371
South San Francisco, CA 94080

Invoice

Number .....: JIN-00072554
Federal Tax ID .....: [redacted]6024
Date.....: 3/12/2019
Contract.....: ACHG2207
Customer account.....: C03687
Payment.....: Net 30
Due date.....: 4/11/2019
Purchase order.....: AGP102865

Ship to

Achaogen, Inc.
7000 Shoreline Court, Suite 371
South San Francisco, CA 94080

Remit to address.: PO Box 603059 Charlotte NC, 28260-3059
Electronic payments.: Wells Fargo Bank, Account# [redacted]3331; ABA# 121000248; Wire Transfers: IBAN/Swift WFBIUS6S

Project	Description	Qty	Unit price	Line Amount
06392-012	Pmt#3: Ceftibuten.Clavulanate - KF Method Evaluation	1.00	3,150.00	3,150.00

Sales tax .....: 0.00
Invoice amount.....: 3,150.00 USD

For questions concerning this invoice, please contact Laureen O'Neill or Stephanie Nadeau at 910-254-7000

DocuSign Envelope ID: 76A8ECC0-4A17-4E7D-9014-99BA86DB12F3

ACHAOGEN

MASTER SERVICES AGREEMENT

This **Master Services Agreement** ("Agreement"), effective as of January 6, 2017 ("Effective Date") is by and between **Achaogen, Inc.,** a Delaware corporation, having a place of business at 7000 Shoreline Court, Suite 371, South San Francisco, California 94080, U.S.A. ("Achaogen"), and **Alcami Corporation**, a Delaware corporation, having a place of business at 2320 Scientific Park Drive, Wilmington, North Carolina 28405 U.S.A. ("Company"). Achaogen and Company may be referred to each as a "Party" or collectively as the "Parties" to this Agreement.

WHEREAS, Company is engaged in the business of providing pharmaceutical development services; and

WHEREAS, Achaogen wishes to engage Company for the purposes of providing certain laboratory services to assist Achaogen in the execution of particular drug development programs.

NOW, THEREFORE, Achaogen and Company hereby agree to the following terms and conditions:

1.0 SCOPE OF AGREEMENT.

1.1 Exhibits. Achaogen may from time to time engage Company to perform specific services. The nature, details, requirements, specifications, obligations, and fees associated with these services will be defined in one or more exhibits to this Agreement substantially in the form of Attachment A to this Agreement (each, an "Exhibit"). Upon execution by both Achaogen and Company, each Exhibit shall be deemed incorporated into and made part of this Agreement.

1.2 Performance Standard. In the provision of services pursuant to any Exhibit hereto, Company hereby agrees to use commercially reasonable efforts to provide those services in accordance with Achaogen's instructions and to meet all obligations, as identified in this Agreement and any Exhibits hereto.

1.3 Conflict of Documents. In the event of a conflict between the terms and provisions of this Agreement and any Exhibit or other documentation, the Parties' rights and obligations shall be controlled by the terms of this Agreement, unless such Exhibit or other properly-executed documentation expressly states the Parties' mutual intent to amend this Agreement.

1.4 Achaogen Materials. In the event that any Exhibit requires the transfer to Company of tangible materials from Achaogen, including without limitation chemical or biological materials ("Achaogen Materials"), then Company: (a) shall use Achaogen Materials solely for the purpose of performing such Exhibit; (b) shall store, handle, use and dispose of Achaogen Materials in

compliance with all applicable laws, rules and regulations; (c) shall not transfer Achaogen Materials to any third party, nor permit the use of Achaogen Materials at any facility other than Company's facilities, without the prior express written consent of Achaogen; and (d) shall not use Achaogen Materials in humans, nor permit others to do so, unless expressly provided for in an Exhibit.

1.5 Delivery Schedule; Project Delay. The Parties agree that the scheduled dates for the performance of the Services as defined by the Parties represent the Parties' best estimates of the timing for the various activities to be performed. If any unforeseen delays occur, both Parties will use good faith efforts to minimize the timing disruption to the scope of work.

1.6 Retesting of Materials. In the event an analytical test results in Out of Specification or aberrant data, the Parties agree that appropriate re-testing may be performed to confirm the initial test result. Achaogen will be responsible for reasonable fees associated with re-testing, unless such re-testing demonstrates that the Out of Specification or aberrant data was due to Company's failure to perform the Services in accordance with the Exhibit or related to an assignable laboratory error. "Out of Specification" shall mean a result that is not within the specifications as agreed upon by the Parties, whether these are qualitative or quantitative.

1.7 Testing by Independent Laboratory. If Achaogen and Company do not agree whether Services were provided in accordance with this Agreement and the Exhibit, the deliverables shall be submitted for testing to an independent laboratory acceptable to both Parties for the purpose of determining the results. Any determination by such authority shall be final and binding upon the Parties hereto. The expenses associated with such analyses shall be borne by Company if the deliverables were determined not to have been provided in accordance with this Agreement and the applicable Exhibit, otherwise by Achaogen.

1.8 Importer of Record. Achaogen must be the importer of record or utilize its own customs broker for any materials being imported and shipped to Company. Achaogen is responsible for ensuring appropriate documentation is in place for all material exported to another country. Achaogen shall be responsible for arranging any importation or exportation of the product at Achaogen's sole cost and expense.

1.9 Stability Study Cancellation. For any stability study cancelled prior to its initiation or completion, Company shall charge Achaogen as follows: one hundred percent (100%) of the fees associated with stability sample pull dates, as defined in the approved stability protocol, to occur in the sixty (60) days following the date of cancellation; and fifty percent (50%) of the fees associated with stability sample pull dates, as defined in the approved stability protocol, to occur in the sixty (60) to ninety (90) days following the date of cancellation.

compliance with all applicable laws, rules and regulations; (c) shall not transfer Achaogen Materials to any third party, nor permit the use of Achaogen Materials at any facility other than Company's facilities, without the prior express written consent of Achaogen; and (d) shall not use Achaogen Materials in humans, nor permit others to do so, unless expressly provided for in an Exhibit.

1.5 Delivery Schedule; Project Delay. The Parties agree that the scheduled dates for the performance of the Services as defined by the Parties represent the Parties' best estimates of the timing for the various activities to be performed. If any unforeseen delays occur, both Parties will use good faith efforts to minimize the timing disruption to the scope of work.

1.6 Retesting of Materials. In the event an analytical test results in Out of Specification or aberrant data, the Parties agree that appropriate re-testing may be performed to confirm the initial test result. Achaogen will be responsible for reasonable fees associated with re-testing, unless such re-testing demonstrates that the Out of Specification or aberrant data was due to Company's failure to perform the Services in accordance with the Exhibit or related to an assignable laboratory error. "Out of Specification" shall mean a result that is not within the specifications as agreed upon by the Parties, whether these are qualitative or quantitative.

1.7 Testing by Independent Laboratory. If Achaogen and Company do not agree whether Services were provided in accordance with this Agreement and the Exhibit, the deliverables shall be submitted for testing to an independent laboratory acceptable to both Parties for the purpose of determining the results. Any determination by such authority shall be final and binding upon the Parties hereto. The expenses associated with such analyses shall be borne by Company if the deliverables were determined not to have been provided in accordance with this Agreement and the applicable Exhibit, otherwise by Achaogen.

1.8 Importer of Record. Achaogen must be the importer of record or utilize its own customs broker for any materials being imported and shipped to Company. Achaogen is responsible for ensuring appropriate documentation is in place for all material exported to another country. Achaogen shall be responsible for arranging any importation or exportation of the product at Achaogen's sole cost and expense.

1.9 Stability Study Cancellation. For any stability study cancelled prior to its initiation or completion, Company shall charge Achaogen as follows: one hundred percent (100%) of the fees associated with stability sample pull dates, as defined in the approved stability protocol, to occur in the sixty (60) days following the date of cancellation; and fifty percent (50%) of the fees associated with stability sample pull dates, as defined in the approved stability protocol, to occur in the sixty (60) to ninety (90) days following the date of cancellation.

1.10 Safety Information. Achaogen shall provide all necessary safety information concerning chemical entities it supplies to Company to ensure safe handling, storage, usage, shipment and disposal. Company may refuse, without liability, substances that Company cannot handle safely or which lack, in Company's assessment, sufficient information such that Company can determine that such substances do not pose a risk to health or safety while in Company's possession.

2.0 PAYMENT TERMS.

2.1 No Obligation. This Agreement shall not give effect to any performance or payment obligations of either Party. No such obligations shall be effective until defined in a duly-executed Exhibit pursuant to this Agreement.

2.2 Payment Terms. Company will submit all invoices for services and expenses for services conducted under any Exhibits separately from all other services conducted under this Agreement and any other associated Exhibit(s) or amendment(s) thereto. Achaogen will pay each invoice, in United States Dollars by a Company approved payment facility (unless otherwise agreed upon in writing by the Parties), within thirty (30) days of the date of each invoice in the absence of a good faith dispute. Company approved client payment facilities are Achaogen business check, Achaogen wired funds or Achaogen ACH transfers. Company shall transmit each invoice to Achaogen within two (2) days of the date of invoice. Achaogen shall not make any setoff or deduction from any invoice amount due without first notifying Company of its request, allowing Company an opportunity to respond, and working with Company in good faith to minimize such setoff or deduction. Undisputed invoice balances not remitted within forty-five (45) days of invoice date shall be subject to a one and one-half percent (1.5%) per month interest charge. Should any part of the invoice be in dispute, Achaogen shall pay the balance of the undisputed amount according to the terms and conditions described herein while said dispute is being resolved. Should payment of undisputed amounts not be received within sixty (60) days of invoice date, after ten (10) days' notice to Achaogen the payment shall be deemed in default and Company reserves the right to cease all work and pursue collection activities. In such event, Achaogen may be responsible for all collection fees and expenses incurred by Company, including reasonable attorney's fees.

2.3 Final Invoices for Completed Services. Company shall submit invoices for all outstanding payments within ninety (90) days following the completion of all services and associated milestones in a relevant Exhibit. Requests for payments received after this period may be refused by Achaogen.

2.4 Taxes and Duties. Achaogen shall be responsible for all taxes imposed on sales of products or services by operation of law. The consideration stated under any Exhibit is net of any taxes imposed on the amounts payable to Company hereunder.

2.5 Pass-Through Expenses. Company shall charge Achaogen a ten percent (10%) sourcing and handling fee for all supplies, materials, and services acquired from a third party specifically for or on behalf of Achaogen to satisfactorily complete Services as set forth in the applicable Exhibits.

3.0 **DISCLAIMER OF WARRANTY.** Any information or research material provided to Company by Achaogen is experimental in nature and is provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

4.0 **CONFIDENTIALITY.**

4.1 Definition of Confidential Information. "Confidential Information" means all information or know-how, and any tangible embodiments thereof, provided by or on behalf of one Party to the other Party, either in connection with the discussions and negotiations pertaining to any project pursuant to this Agreement or in the course of performing any Exhibit pursuant to this Agreement, whether in graphic, written, visual, electronic or oral form, identified at the time of disclosure as confidential, or which by its context would reasonably be deemed to be confidential. Confidential Information may include, without limitation, information observed during a site visit or audit, data, knowledge, lists, schedules, practices, processes, ideas, research plans, engineering designs and drawings, research data, research materials, manufacturing processes and techniques, scientific, manufacturing, marketing and business plans, pricing of services, and financial and personnel matters relating to the disclosing Party or to its present or future products, sales, suppliers, customers, employees, investors or business. Unless otherwise agreed by the Parties, the existence of discussions and negotiations pertaining to this Agreement and of this Agreement and any associated projects, are Confidential Information.

4.2 Exclusions from Definition of Confidential Information. Notwithstanding the foregoing, information or know-how of a Party will not be deemed Confidential Information of such Party for purposes of this Agreement if such information or know-how:

4.2.1 was lawfully known to the receiving Party, other than under an obligation of confidentiality or non-use, at the time of disclosure to such receiving Party;

4.2.2 was generally available or known to parties reasonably skilled in the field to which such information or know-how pertains, or was otherwise part of the public domain, at the time of its disclosure to such receiving Party;

4.2.3 became generally available or known to parties reasonably skilled in the field to which such information or know-how pertains, or otherwise became part of the public domain, after its disclosure to such

2.5 Pass-Through Expenses. Company shall charge Achaogen a ten percent (10%) sourcing and handling fee for all supplies, materials, and services acquired from a third party specifically for or on behalf of Achaogen to satisfactorily complete Services as set forth in the applicable Exhibits.

3.0 **DISCLAIMER OF WARRANTY.** Any information or research material provided to Company by Achaogen is experimental in nature and is provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

4.0 **CONFIDENTIALITY.**

4.1 Definition of Confidential Information. "Confidential Information" means all information or know-how, and any tangible embodiments thereof, provided by or on behalf of one Party to the other Party, either in connection with the discussions and negotiations pertaining to any project pursuant to this Agreement or in the course of performing any Exhibit pursuant to this Agreement, whether in graphic, written, visual, electronic or oral form, identified at the time of disclosure as confidential, or which by its context would reasonably be deemed to be confidential. Confidential Information may include, without limitation, information observed during a site visit or audit, data, knowledge, lists, schedules, practices, processes, ideas, research plans, engineering designs and drawings, research data, research materials, manufacturing processes and techniques, scientific, manufacturing, marketing and business plans, pricing of services, and financial and personnel matters relating to the disclosing Party or to its present or future products, sales, suppliers, customers, employees, investors or business. Unless otherwise agreed by the Parties, the existence of discussions and negotiations pertaining to this Agreement and of this Agreement and any associated projects, are Confidential Information.

4.2 Exclusions from Definition of Confidential Information. Notwithstanding the foregoing, information or know-how of a Party will not be deemed Confidential Information of such Party for purposes of this Agreement if such information or know-how:

4.2.1 was lawfully known to the receiving Party, other than under an obligation of confidentiality or non-use, at the time of disclosure to such receiving Party;

4.2.2 was generally available or known to parties reasonably skilled in the field to which such information or know-how pertains, or was otherwise part of the public domain, at the time of its disclosure to such receiving Party;

4.2.3 became generally available or known to parties reasonably skilled in the field to which such information or know-how pertains, or otherwise became part of the public domain, after its disclosure to such

receiving Party through no activity or omission on the part of the receiving Party;

4.2.4 was disclosed to such receiving Party, other than under an obligation of confidentiality or non-use, by a third party who had no obligation to the disclosing Party not to disclose such information to others; or

4.2.5 was independently discovered or developed by such receiving Party, as evidenced by their written records created contemporaneous with the time of such independent discovery or development, without the use of or reference to the Confidential Information belonging to the disclosing Party and prior to any subsequent disclosure by the receiving Party.

4.3 Each Party acknowledges the proprietary nature of Confidential Information and agrees that each Party's Confidential Information shall remain the sole and exclusive property of the disclosing Party. Accordingly, each Party agrees, at a minimum, to apply such protections to the disclosing Party's Confidential Information as the receiving Party applies to its own Confidential Information, and to limit the reproduction, disclosure, distribution, release, transfer, or use of the other Party's Confidential Information to the minimum extent necessary to fulfill performance obligations to the disclosing Party pursuant to this Agreement and any associated Exhibits.

4.4 Each Party may disclose Confidential Information of the other Party to the extent that such disclosure is required to be disclosed by law or regulation, administrative or judicial order; provided, however, that in each case such Party will first have given prompt notice to such other Party and given such other Party a reasonable opportunity to take appropriate action to limit disclosure; provided, further, that in each case, the Confidential Information disclosed in response to such requirement will be limited to that information that is legally required to be disclosed in response, as determined in good faith by counsel to the Party that is obligated to disclose Confidential Information.

4.5 Each Party acknowledges and agrees that any breach of this Article 4 of this Agreement by either Party, including, without limitation, actual or threatened disclosure or transfer of the other Party's Confidential Information, could cause the non-breaching Party to suffer irreparable harm, for which no remedy at law would afford appropriate compensation. Accordingly, each Party hereby agrees that the non-breaching Party may be entitled to seek an injunction and/or specific performance of the breaching Party's obligation under this Agreement as well as such further equitable or legal relief as may be granted by a court of competent jurisdiction.

4.6 The Parties' obligations under this section shall survive for a seven (7) year period following the expiration or termination of this Agreement.

5.0 TERM/TERMINATION.

5.1 Unless earlier terminated pursuant to Section 5.2 below, the term of this Agreement will commence on the Effective Date and will continue for a period of five (5) years (the "Initial Term"). In addition, after the expiration of the Initial Term, this Agreement will automatically renew for consecutive one (1) year terms (each, a "Renewal Period") unless either of the Parties terminates this Agreement at the end of the applicable Initial Term or any applicable Renewal Period by providing the other Party with written notice at least six (6) months prior to the end of the applicable Initial Term or Renewal Period. The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". Notwithstanding the foregoing, the provisions of this Agreement will continue to be effective for so long as Services are being performed under an Exhibit executed prior to expiration or termination of this Agreement. Termination of any Exhibit shall not terminate this Agreement.

5.2 Achaogen has the right to terminate this Agreement upon six (6) months' prior written notice to Company or any associated Exhibit upon sixty (60) days prior written notice to Company; provided, however, that this Agreement shall continue to govern any Exhibits until such projects are complete. This Agreement may be terminated immediately upon the delivery of written notice by one Party, if the other Party is in material breach of any of the provisions of this Agreement and such breach is capable of being cured and is not cured within forty-five (45) calendar days after receipt of written notice identifying such breach (or if the breach is not capable of being remedied in such time period, if such cure has been commenced but is not diligently pursued and prosecuted to completion within a commercially reasonable time).

5.3 This Agreement may be terminated immediately upon the delivery of written notice by one Party, if the other Party has been unable to perform its obligations hereunder for one hundred and twenty (120) calendar days by reason of a force majeure event, as described in Section 19.3.

5.4 Termination or expiration of this Agreement (by either Party) or any individual Exhibit (by Achaogen) shall not affect the rights and obligations of the Parties accrued prior to the effective date of termination or expiration.

5.5 The rights and duties under Sections 1.6, 1.7, 1.8, 1.9, 5.5, 19.5, 19.6 and Articles 2, 3, 4, 6, 7, 8, 11, 12, 13, 14, 16 and 18 shall survive the termination or expiration of this Agreement.

6.0 PROPERTY OWNERSHIP AND RETENTION; INVENTIONS.

6.1 All Achaogen Confidential Information, Achaogen Materials and other information and materials supplied to Company shall remain the sole and exclusive property of Achaogen. Within ten (10) days after receipt of a written request by Achaogen, Company shall: (a) at Achaogen's expense, return to Achaogen all of Achaogen's Confidential Information, Achaogen

5.0 TERM/TERMINATION.

5.1 Unless earlier terminated pursuant to Section 5.2 below, the term of this Agreement will commence on the Effective Date and will continue for a period of five (5) years (the "Initial Term"). In addition, after the expiration of the Initial Term, this Agreement will automatically renew for consecutive one (1) year terms (each, a "Renewal Period") unless either of the Parties terminates this Agreement at the end of the applicable Initial Term or any applicable Renewal Period by providing the other Party with written notice at least six (6) months prior to the end of the applicable Initial Term or Renewal Period. The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". Notwithstanding the foregoing, the provisions of this Agreement will continue to be effective for so long as Services are being performed under an Exhibit executed prior to expiration or termination of this Agreement. Termination of any Exhibit shall not terminate this Agreement.

5.2 Achaogen has the right to terminate this Agreement upon six (6) months' prior written notice to Company or any associated Exhibit upon sixty (60) days prior written notice to Company; provided, however, that this Agreement shall continue to govern any Exhibits until such projects are complete. This Agreement may be terminated immediately upon the delivery of written notice by one Party, if the other Party is in material breach of any of the provisions of this Agreement and such breach is capable of being cured and is not cured within forty-five (45) calendar days after receipt of written notice identifying such breach (or if the breach is not capable of being remedied in such time period, if such cure has been commenced but is not diligently pursued and prosecuted to completion within a commercially reasonable time).

5.3 This Agreement may be terminated immediately upon the delivery of written notice by one Party, if the other Party has been unable to perform its obligations hereunder for one hundred and twenty (120) calendar days by reason of a force majeure event, as described in Section 19.3.

5.4 Termination or expiration of this Agreement (by either Party) or any individual Exhibit (by Achaogen) shall not affect the rights and obligations of the Parties accrued prior to the effective date of termination or expiration.

5.5 The rights and duties under Sections 1.6, 1.7, 1.8, 1.9, 5.5, 19.5, 19.6 and Articles 2, 3, 4, 6, 7, 8, 11, 12, 13, 14, 16 and 18 shall survive the termination or expiration of this Agreement.

6.0 PROPERTY OWNERSHIP AND RETENTION; INVENTIONS.

6.1 All Achaogen Confidential Information, Achaogen Materials and other information and materials supplied to Company shall remain the sole and exclusive property of Achaogen. Within ten (10) days after receipt of a written request by Achaogen, Company shall: (a) at Achaogen's expense, return to Achaogen all of Achaogen's Confidential Information, Achaogen

Materials and other information and materials supplied to Company or created by Company in connection with this Agreement, including without limitation all copies of such information and materials; and (b) certify in writing to Achaogen that all such information and materials have been returned. All research results, including all data, protocols, analysis, conclusions and reports forming, including or being derived from such research results, in each case as created by Company alone or jointly with Achaogen during the term of and in the course of performing services for an Exhibit under this Agreement ("Research Results") shall be the sole and exclusive property of Achaogen.

6.2 Company shall disclose, in writing and in a reasonable time frame, to Achaogen each invention, discovery, improvement, copyrightable work, design, process or other information, whether or not patentable, that was discovered, conceived, made, reduced to practice, or developed by Company in the course of performing an Exhibit that is (i) derived from or based on any Confidential Information or materials provided to Company by Achaogen and (ii) directly related to Achaogen's product(s) (collectively, the "Inventions").

6.3 Achaogen agrees that, as between Company and Achaogen, Company shall own each invention, discovery, improvement, copyrightable work, design, process or other information, whether or not patentable, that was discovered, conceived, made, reduced to practice, or developed by Company in the course of performing an Exhibit that is (i) not derived from or based on any Confidential Information or Achaogen Materials provided to Company by Achaogen and (ii) not directly related to Achaogen's product(s) ("Company IP"). The Parties acknowledge and agree that Company may develop Company IP in the course of fulfilling its obligations under this Agreement, which improvements are a result of Company's expertise and are of general applicability to Company's business of providing services for a variety of organizations other than Achaogen.

6.4 Company will and hereby does assign to Achaogen any and all right, title and interest in, to and under all Inventions. Before beginning performance of any Exhibit, Company shall ensure that all persons performing such services shall assign to Company all rights to Inventions and agree to assist Company in obtaining and enforcing proprietary rights to such Inventions. With respect to any "Subject Inventions," as defined in Federal Acquisition Regulation 52.227-11, Patent Rights-Ownership by the Contractor (Dec 2007), each Company assignment to Achaogen pursuant to this Article is made subject to the requirements of Federal Acquisition Regulation 52.227-11, it being understood that both Company and Achaogen intend for all Subject Inventions to be included in Company's assignment to Achaogen under this section in consideration of Achaogen's contribution, independent of this Agreement, of funds, business opportunities, facilities, equipment, materials, information, know-how, consultation, and/or management assistance to Company.

6.5 Company shall in good faith assist Achaogen, at Achaogen's expense, in any reasonable manner to transfer and vest in Achaogen the ownership and

registration of Inventions. Thereafter, Achaogen shall be responsible for and shall control, at its sole expense, the preparation, prosecution, maintenance and enforcement of all patent applications, resulting patents, and other documents. Company shall, upon Achaogen's reasonable request, instruct its employees to execute all instruments and documents required to be executed by Company for the filing and prosecution of applications for United States and foreign letters patent directed to any Invention(s).

7.0 AUDIT & INSPECTION.

7.1 Rights. Company shall maintain and Achaogen, or Achaogen's authorized representative, shall have the right to audit all Records of Company related to this Agreement or any Exhibit. This right shall include a right to inspect the Company's facilities engaged in performing an Exhibit during a review as set forth in Section 7.2. As used in this Agreement, "Records" includes books, records, ledgers, laboratory notebooks, data logs, documents, procedures and practices, and other data, as well as items pertinent to quality assurance and control including, but not limited to, standard operating procedures, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

7.2 Reviews. Upon mutually agreeable times Achaogen may conduct an audit or inspection at a Company site. Such review must be completed in not more than two (2) business days with two (2) auditors and shall be offered to Achaogen by Company not more than one (1) time each calendar year, unless material defects are discovered during the initial review, in which case a follow-up audit may be scheduled, upon agreement by Company of the scope, timing, and necessity of such audit. While Services are being performed for Achaogen, one (1) to two (2) Achaogen representatives shall be permitted to be on-site at Company's facility as reasonably required to monitor such Services. Achaogen's rights in this Section 7.2 shall be subject to compliance with Company's reasonable measures for purposes of confidentiality, safety, and security, and will be further subject to Achaogen's compliance with Company's premises rules that are generally applicable to all persons at Company's facilities. Company reserves the right to require an independent third party to audit on behalf of any client deemed by Company in its reasonable discretion to be a direct competitor of Company. Should Achaogen utilize one or more third party(ies) in exercising its rights in this paragraph, Achaogen certifies that such party(ies) shall be subject to an obligation of confidentiality consistent with the obligations of confidentiality required of Achaogen hereunder and such third party(ies) shall be subject to any and all conditions upon Achaogen's rights that are set forth in this Section.

7.3 Costs. The costs of any audit or inspection pursuant to Section 7.2 will be borne by Achaogen, unless such audit or inspection demonstrates a material defect and a follow-up audit is scheduled in accordance with Section 7.2, in which case the costs of the follow-up audit will be borne by Company.

registration of Inventions. Thereafter, Achaogen shall be responsible for and shall control, at its sole expense, the preparation, prosecution, maintenance and enforcement of all patent applications, resulting patents, and other documents. Company shall, upon Achaogen's reasonable request, instruct its employees to execute all instruments and documents required to be executed by Company for the filing and prosecution of applications for United States and foreign letters patent directed to any Invention(s).

7.0 AUDIT & INSPECTION.

7.1 Rights. Company shall maintain and Achaogen, or Achaogen's authorized representative, shall have the right to audit all Records of Company related to this Agreement or any Exhibit. This right shall include a right to inspect the Company's facilities engaged in performing an Exhibit during a review as set forth in Section 7.2. As used in this Agreement, "Records" includes books, records, ledgers, laboratory notebooks, data logs, documents, procedures and practices, and other data, as well as items pertinent to quality assurance and control including, but not limited to, standard operating procedures, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

7.2 Reviews. Upon mutually agreeable times Achaogen may conduct an audit or inspection at a Company site. Such review must be completed in not more than two (2) business days with two (2) auditors and shall be offered to Achaogen by Company not more than one (1) time each calendar year, unless material defects are discovered during the initial review, in which case a follow-up audit may be scheduled, upon agreement by Company of the scope, timing, and necessity of such audit. While Services are being performed for Achaogen, one (1) to two (2) Achaogen representatives shall be permitted to be on-site at Company's facility as reasonably required to monitor such Services. Achaogen's rights in this Section 7.2 shall be subject to compliance with Company's reasonable measures for purposes of confidentiality, safety, and security, and will be further subject to Achaogen's compliance with Company's premises rules that are generally applicable to all persons at Company's facilities. Company reserves the right to require an independent third party to audit on behalf of any client deemed by Company in its reasonable discretion to be a direct competitor of Company. Should Achaogen utilize one or more third party(ies) in exercising its rights in this paragraph, Achaogen certifies that such party(ies) shall be subject to an obligation of confidentiality consistent with the obligations of confidentiality required of Achaogen hereunder and such third party(ies) shall be subject to any and all conditions upon Achaogen's rights that are set forth in this Section.

7.3 Costs. The costs of any audit or inspection pursuant to Section 7.2 will be borne by Achaogen, unless such audit or inspection demonstrates a material defect and a follow-up audit is scheduled in accordance with Section 7.2, in which case the costs of the follow-up audit will be borne by Company.

7.4 Company shall be responsible for handling and responding to any United States Food and Drug Administration ("FDA") or other governmental body inspections or inquiries received by Achaogen or Company regarding the Services during the Term of this Agreement. Company shall prepare for preapproval inspection at its own cost (not including out-of-pocket expenses incurred) and allow audits and inspections by the Pharmaceuticals and Medical Devices Agency (PMDA), European Medicines Agency (EMA), Medicines and Healthcare products Regulatory Agency (MHRA), and the FDA. All reasonable out-of-pocket costs incurred by Company for regulatory agency inspections directly related to Achaogen or Achaogen's product shall be charged to Achaogen. In cases where Company is required to provide significant Achaogen or Achaogen's product specific support to such inspections or inquiries, or allow audits or inspections by regulatory agencies other than those listed above, Achaogen agrees to pay Company for the time required, at Company's then current regulatory support rate.

Each Party shall notify the other regarding any such inquiries and provide the other Party copies of any pertinent correspondence from such authorities related to the product or Services covered in this Agreement. Company shall provide to Achaogen and any governmental body any information reasonably requested by Achaogen and/or such governmental body concerning any governmental inspection related to any product (with Company being able to redact any information provided to Achaogen to remove third party confidential information that does not relate to the Achaogen's products). Achaogen agrees to fully cooperate with and assist Company in fulfilling its obligations pursuant to this Section 7.4.

7.5 Records Retention. Records shall be retained by Company for a period of five (5) years, with the exception of Records that support validations, which will be maintained for the duration of the utilization of the method or process validated. If specifically requested by Achaogen, longer term storage may be arranged at Achaogen's expense. Otherwise, Records may be destroyed following the retention period upon written notice to Achaogen. During the above-described retention periods, Records shall be available for inspection by Achaogen, its authorized agents and authorized government agencies.

8.0 REPRESENTATIONS AND WARRANTIES.

8.1 Achaogen and Company each represent and warrant to the other that: (a) this Agreement is a legal and valid obligation binding upon such Party and is enforceable in accordance with its terms; (b) such Party is duly organized and validly existing under the laws of the state of its incorporation; (c) such Party is duly authorized to execute and deliver this Agreement on its behalf and has taken all corporate actions required to establish such authority; and (d) the execution, delivery and performance of this Agreement by such Party does not conflict with any other agreement, law, regulation, or order of any court, governmental body or administrative or other agency having authority over it.

DocuSign Envelope ID: 76A8ECC0-4A17-4E7D-9014-99BA86DB12F3

8.2 Company further represents and warrants to Achaogen that: (a) Company shall perform each Exhibit in a professional manner with personnel of appropriate training and skills and in compliance with all applicable federal, state and local laws and regulations; and (b) Company shall not knowingly bring to Achaogen or use in the performance of any Exhibit or the creation of any work or product delivered to Achaogen any materials, information or technology belonging to any third party except to the extent Company is lawfully permitted to do so for the benefit of Achaogen. **EXCEPT AS SET FORTH IN THIS SECTION, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE OR USE.**

9.0 **NO EXPORT.** Company shall not, without the express prior written authorization of Achaogen, export to any country outside the United States, either directly or indirectly, any Confidential Information of Achaogen or any Inventions.

10.0 **INDEPENDENT CONTRACTOR.** Achaogen acknowledges and agrees that Company is an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties. Neither Party shall have actual, apparent or implied authority to act on behalf of, to enter into any third-party agreement or bind the other Party to any other obligation whatsoever.

11.0 **INSURANCE.** During the Term of this Agreement and for a period of three (3) years after its termination or expiration (the "Insurance Period"), each of the Parties shall obtain and maintain product liability insurance and general liability insurance of not less than Two Million United States Dollars ($2,000,000) for a single event and Five Million United States Dollars ($5,000,000) in the annual aggregate, unless otherwise specified in an Exhibit. The Parties' product and general liability policies shall contain Primary without Right of Contribution wording as well as a cross liability clause. If any Exhibit hereto calls for payment by Achaogen to Company in excess of $2,500,000, or if otherwise requested by Achaogen, Company shall designate Achaogen as an additional insured on all such insurance policies as soon as practicable after execution of this Agreement, and thereafter at all times during the Insurance Period. Company and Achaogen shall each provide, within thirty (30) days of the other Party's request, Certificates of Insurance verifying insurance limits agreed upon. During the Insurance Period, each Party shall notify the other Party in writing of the following events: (i) the cancellation or lapse of, or material change in, any policy of insurance required under this Agreement; and (ii) the exhaustion of the aggregate coverage under any such policy during any coverage period. Each Party shall provide such notices to the other Party as soon as possible, but in no event later than ten (10) days after any such event. It is understood and agreed that any breach of this Article may be deemed a material breach of this Agreement. Company and

8.2 Company further represents and warrants to Achaogen that: (a) Company shall perform each Exhibit in a professional manner with personnel of appropriate training and skills and in compliance with all applicable federal, state and local laws and regulations; and (b) Company shall not knowingly bring to Achaogen or use in the performance of any Exhibit or the creation of any work or product delivered to Achaogen any materials, information or technology belonging to any third party except to the extent Company is lawfully permitted to do so for the benefit of Achaogen. **EXCEPT AS SET FORTH IN THIS SECTION, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE OR USE.**

9.0 **NO EXPORT.** Company shall not, without the express prior written authorization of Achaogen, export to any country outside the United States, either directly or indirectly, any Confidential Information of Achaogen or any Inventions.

10.0 **INDEPENDENT CONTRACTOR.** Achaogen acknowledges and agrees that Company is an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties. Neither Party shall have actual, apparent or implied authority to act on behalf of, to enter into any third-party agreement or bind the other Party to any other obligation whatsoever.

11.0 **INSURANCE.** During the Term of this Agreement and for a period of three (3) years after its termination or expiration (the "Insurance Period"), each of the Parties shall obtain and maintain product liability insurance and general liability insurance of not less than Two Million United States Dollars ($2,000,000) for a single event and Five Million United States Dollars ($5,000,000) in the annual aggregate, unless otherwise specified in an Exhibit. The Parties' product and general liability policies shall contain Primary without Right of Contribution wording as well as a cross liability clause. If any Exhibit hereto calls for payment by Achaogen to Company in excess of $2,500,000, or if otherwise requested by Achaogen, Company shall designate Achaogen as an additional insured on all such insurance policies as soon as practicable after execution of this Agreement, and thereafter at all times during the Insurance Period. Company and Achaogen shall each provide, within thirty (30) days of the other Party's request, Certificates of Insurance verifying insurance limits agreed upon. During the Insurance Period, each Party shall notify the other Party in writing of the following events: (i) the cancellation or lapse of, or material change in, any policy of insurance required under this Agreement; and (ii) the exhaustion of the aggregate coverage under any such policy during any coverage period. Each Party shall provide such notices to the other Party as soon as possible, but in no event later than ten (10) days after any such event. It is understood and agreed that any breach of this Article may be deemed a material breach of this Agreement. Company and

Achaogen shall each obtain all the insurance policies described above from insurers having A.M. Best ratings of A-, VIII or higher. Company shall have no liability for loss or damage to Achaogen Materials (including active pharmaceutical ingredients ("API")) due to perils (such as fire, flood, earthquake, etc.) while in transit or while being stored at Company's facilities. If any of the policies is a 'Claims Made' policy, it shall be maintained during the Term and for at least three (3) years after.

12.0 **GOVERNING LAW.** This Agreement shall be governed by the internal substantive laws, but not the choice of law rules, of the state of Delaware.

13.0 **INDEMNIFICATION.**

13.1 Company agrees to indemnify Achaogen, including its directors, officers, employees, agents, subcontractors, consultants and other personnel (the "Achaogen Indemnitees"), from any and all costs (including reasonable attorneys' fees), losses, damages, claims or actions arising from any third party claim, demand assessment, action, suit or proceeding ("Claim") to the extent based upon, attributable to, or resulting from the gross negligence or willful misconduct by Company or any Company Indemnitee in connection with this Agreement, unless such injury is a direct result of the gross negligence or intentional misconduct of Achaogen or any Achaogen Indemnitee.

13.2 Achaogen agrees to indemnify Company, including its directors, officers, employees, agents, subcontractors, consultants and other personnel (the "Company Indemnitees"), from any and all Claims to the extent based upon, attributable to, or resulting from the use of any deliverables under any Exhibit to this Agreement (including, without limitation, any products liability claims related to Achaogen product(s) incorporating the deliverables or claims arising directly or indirectly from the manufacture, promotion, marketing, distribution or sale of, or use of or exposure to, Achaogen product(s) or Achaogen Materials), unless such injury is a direct result of the gross negligence or intentional misconduct of Company or Company Indemnitees.

13.3 Upon receipt of a notice of any claim that may give rise to a right of indemnity from the other Party hereto, the indemnified Party shall provide prompt written notice thereof to the indemnifying Party of such claim for indemnity. The indemnifying Party shall keep indemnified Party informed as to the progress of its defense of any such claim, and shall not compromise or otherwise settle any such claim or lawsuit, or admit liability on the part of the indemnified Party or any of the its Indemnitees, without the prior written consent of the indemnified Party and its such Indemnitees.

13.4 A breach by either Party of its obligations under this Agreement or any obligations contained in the attached Exhibit(s) shall not relieve the breaching Party of its obligations under this Article.

14.0 **LIMITATION OF LIABILITY.**

DocuSign Envelope ID: 76A8ECC0-4A17-4E7D-9014-99BA86DB12F3

14.1 Except as set forth in Article 13, neither Party shall have any liability to the other for any indirect or consequential losses nor damages suffered by the other Party for claims related to this Agreement, nor for any punitive damages. In any dispute under this Agreement, neither Party shall seek incidental, consequential, special, exemplary or punitive damages.

14.2 Aggregate Cap. Except in regards to breaches of Article 4 (Confidentiality) or Article 6 (Property Ownership and Retention; Inventions), and obligations under Article 13 (Indemnification), the total aggregate liability of Company arising out of the Services performed under any Exhibit shall be the amount set forth for the applicable activity in the Exhibit, but in no event shall Company be liable under this Agreement for more than the lesser of (a) the total amount paid to Company by Achaogen under the applicable Exhibit, or (b) the total amounts paid by Achaogen to Company under the applicable Exhibit(s) for the product(s) in question during the twelve (12) months preceding the event giving rise to the claim. Company will not be liable in any event for Achaogen Materials (including API). Such liability cap amount does not alter each Party's insurance obligations under Article 11 (Insurance).

15.0 **ASSIGNMENT.**

15.1 Neither Party shall assign or transfer any of the rights or obligations under this Agreement to a third party without the prior written consent of the other Party.

15.2 This Agreement shall inure to the benefit of and be binding upon each Party's successors and permitted assignees. No assignment shall relieve either Party of the performance of any accrued obligation, which such Party may then have under this Agreement.

16.0 **ENTIRE AGREEMENT/AMENDMENTS.** This Agreement, together with any Exhibits hereto, represents the entire understanding of the Parties and supersedes any prior or contemporaneous agreements or understandings between Company and Achaogen with respect to the subject matter hereof. Furthermore, no modification, supplement, or new agreement may be executed, prior to the expiration of this Agreement, between Company and Achaogen with respect to the subject matter hereof, without formal written amendment to this Agreement, signed by all Parties.

17.0 **NO DEBARMENT.** Company represents and warrants that: (i) neither Company nor anyone retained by Company as an employee, consultant or contractor is (A) knowingly debarred by the FDA, including without limitation pursuant to 21 United States Code of Federal Regulations, sections 301 et seq. (or similar sanction of any other regulatory agency) or (B) subject of an FDA debarment investigation or proceeding (or similar proceeding of another regulatory agency); and (ii) it will not knowingly retain or employ any personnel, and will not knowingly use the services of any contractor or consultant, who is debarred by the FDA or who is the subject of an FDA debarment investigation or proceeding (or similar sanction or investigation by another regulatory agency) in connection with performing any projects under any Exhibit to this Agreement.

14.1 Except as set forth in Article 13, neither Party shall have any liability to the other for any indirect or consequential losses nor damages suffered by the other Party for claims related to this Agreement, nor for any punitive damages. In any dispute under this Agreement, neither Party shall seek incidental, consequential, special, exemplary or punitive damages.

14.2 Aggregate Cap. Except in regards to breaches of Article 4 (Confidentiality) or Article 6 (Property Ownership and Retention; Inventions), and obligations under Article 13 (Indemnification), the total aggregate liability of Company arising out of the Services performed under any Exhibit shall be the amount set forth for the applicable activity in the Exhibit, but in no event shall Company be liable under this Agreement for more than the lesser of (a) the total amount paid to Company by Achaogen under the applicable Exhibit, or (b) the total amounts paid by Achaogen to Company under the applicable Exhibit(s) for the product(s) in question during the twelve (12) months preceding the event giving rise to the claim. Company will not be liable in any event for Achaogen Materials (including API). Such liability cap amount does not alter each Party's insurance obligations under Article 11 (Insurance).

15.0 **ASSIGNMENT.**

15.1 Neither Party shall assign or transfer any of the rights or obligations under this Agreement to a third party without the prior written consent of the other Party.

15.2 This Agreement shall inure to the benefit of and be binding upon each Party's successors and permitted assignees. No assignment shall relieve either Party of the performance of any accrued obligation, which such Party may then have under this Agreement.

16.0 **ENTIRE AGREEMENT/AMENDMENTS.** This Agreement, together with any Exhibits hereto, represents the entire understanding of the Parties and supersedes any prior or contemporaneous agreements or understandings between Company and Achaogen with respect to the subject matter hereof. Furthermore, no modification, supplement, or new agreement may be executed, prior to the expiration of this Agreement, between Company and Achaogen with respect to the subject matter hereof, without formal written amendment to this Agreement, signed by all Parties.

17.0 **NO DEBARMENT.** Company represents and warrants that: (i) neither Company nor anyone retained by Company as an employee, consultant or contractor is (A) knowingly debarred by the FDA, including without limitation pursuant to 21 United States Code of Federal Regulations, sections 301 et seq. (or similar sanction of any other regulatory agency) or (B) subject of an FDA debarment investigation or proceeding (or similar proceeding of another regulatory agency); and (ii) it will not knowingly retain or employ any personnel, and will not knowingly use the services of any contractor or consultant, who is debarred by the FDA or who is the subject of an FDA debarment investigation or proceeding (or similar sanction or investigation by another regulatory agency) in connection with performing any projects under any Exhibit to this Agreement.

18.0 **CHANGES.** Achaogen may, at any time, without notice, request changes in the work within the general scope of any Exhibits pursuant to this Agreement, including changes in any one or more of the following: (i) description of services; (ii) drawings, designs, or specification; (iii) time of performance; and (iv) place of performance. Company shall review such request in good faith and discuss the request with Achaogen. If any agreed upon change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Agreement, or otherwise modifies the services in any way, Company shall issue a written change order reflecting the modification(s). Company shall not implement any modification(s) prior to full execution of the change order.

19.0 **MISCELLANEOUS.**

19.1 Headings. The Article, Section and Paragraph headings are for reference and convenience only and do not modify or limit the provisions of this Agreement.

19.2 Consideration. Company hereby acknowledges the adequate consideration provided by Achaogen for entering into this Agreement, and that the assignment of any Invention(s) as set forth in this Agreement is not part of the consideration for Achaogen's award of any business to Company under this Agreement.

19.3 Force Majeure. Neither Party shall be responsible or liable for any delay or failure to perform or comply with the terms of this Agreement or Exhibits if such delay or failure is due to an act of God or other occurrence beyond the reasonable control of either Party despite its commercially reasonable efforts to avoid, minimize, and resolve such cause as promptly as possible. Such occurrences include, but are not limited to, fire, explosion, labor strikes, equipment failure, acts of government, weather, civic unrest, judicial actions, or health reform legislation. If either Party experiences such a delay or failure, said Party shall (a) provide written notice of same to the other Party, and (b) subject to the obligations set forth above with respect to said Party's efforts to remove the disability, its obligations that are prevented from compliance by such force majeure are suspended, without liability, during such period of force majeure. Said notice shall be provided within ten (10) business days of the occurrence of such event and shall identify the requirements of this Agreement or such of its obligations as may be affected. The Party so affected shall give to the other Party a good faith estimate of the continuing effect of the force majeure condition and the duration of the affected Party's nonperformance.

19.4 Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date it is delivered by hand or sent by overnight courier or registered or certified mail, postage prepaid, to the other Party at the address first given above or to such other addresses as the Parties may direct in writing.

If to Achaogen:

DocuSign Envelope ID: 76A8ECC0-4A17-4E7D-9014-99BA86DB12F3

Achaogen, Inc.
7000 Shoreline Court, Suite 371
South San Francisco, CA 94080
Email: contracts@achaogen.com

If to Company:

Alcami Corporation
Attn.: Legal Department
2320 Scientific Park Drive
Wilmington, NC 28405
Email: legal@alcaminow.com

19.5 Dispute Resolution. In the event of a dispute regarding payment or the performance of Services pursuant to this Agreement (each, a "Dispute"), the Parties shall endeavor to negotiate in good faith an agreeable solution. If after ten (10) business days following receipt of a Party's written notification of a Dispute such Dispute has not been resolved, the Dispute shall be brought to the attention of the senior management of each Party and such senior manager or his/her designee will negotiate in good faith to define and implement a final resolution. The intent of this Section 19.5 is to encourage the Parties to work together to resolve any Dispute without having to rely on arbitration or any other legal proceeding. However, nothing in this Section 19.5 shall prevent or inhibit either Party to institute any other action to resolve such Dispute(s).

19.6 No Solicitation of Employees. Company and Achaogen agree that neither Party will directly or indirectly recruit a current or former employee of the other Party who has performed any work in connection with this Agreement provided that newspaper, internet or other advertisements to fill job openings shall be deemed not to be "solicitation" hereunder. This provision shall remain in effect during the Initial Term and any Renewal Period of this Agreement and for one (1) year thereafter. Any exceptions to this provision must be in writing and signed by an authorized representative of each Party.

19.7 Cooperation. Each Party will execute and deliver all such instruments and perform all such other acts as the other Party may reasonably request to carry out the transactions contemplated by this Agreement.

19.8 Severability. If any Section or provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the validity of other Sections and provisions of this Agreement shall not be affected.

19.9 Waiver. The waiver or failure of either Party to enforce any claim or breach of any Section or provision of this Agreement shall not be deemed to constitute a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every Section and provision of this Agreement.

Achaogen, Inc.
7000 Shoreline Court, Suite 371
South San Francisco, CA 94080
Email: contracts@achaogen.com

If to Company:

Alcami Corporation
Attn.: Legal Department
2320 Scientific Park Drive
Wilmington, NC 28405
Email: legal@alcaminow.com

19.5 Dispute Resolution. In the event of a dispute regarding payment or the performance of Services pursuant to this Agreement (each, a "Dispute"), the Parties shall endeavor to negotiate in good faith an agreeable solution. If after ten (10) business days following receipt of a Party's written notification of a Dispute such Dispute has not been resolved, the Dispute shall be brought to the attention of the senior management of each Party and such senior manager or his/her designee will negotiate in good faith to define and implement a final resolution. The intent of this Section 19.5 is to encourage the Parties to work together to resolve any Dispute without having to rely on arbitration or any other legal proceeding. However, nothing in this Section 19.5 shall prevent or inhibit either Party to institute any other action to resolve such Dispute(s).

19.6 No Solicitation of Employees. Company and Achaogen agree that neither Party will directly or indirectly recruit a current or former employee of the other Party who has performed any work in connection with this Agreement provided that newspaper, internet or other advertisements to fill job openings shall be deemed not to be "solicitation" hereunder. This provision shall remain in effect during the Initial Term and any Renewal Period of this Agreement and for one (1) year thereafter. Any exceptions to this provision must be in writing and signed by an authorized representative of each Party.

19.7 Cooperation. Each Party will execute and deliver all such instruments and perform all such other acts as the other Party may reasonably request to carry out the transactions contemplated by this Agreement.

19.8 Severability. If any Section or provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the validity of other Sections and provisions of this Agreement shall not be affected.

19.9 Waiver. The waiver or failure of either Party to enforce any claim or breach of any Section or provision of this Agreement shall not be deemed to constitute a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every Section and provision of this Agreement.

19.10 Obligations. Each Party agrees that it will conduct its obligations under this Agreement in compliance with all applicable federal, state and local laws and regulations.

19.11 Counterparts. This Agreement may be signed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Any signature page delivered by facsimile or electronic image transmission shall be binding to the same extent as an original signature page. Any Party that delivers a signature page by facsimile or electronic image transmission shall deliver an original counterpart to the other Party upon request.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) set forth below and it will be effective as of the day and year first above written.

ALCAMI CORPORATION

DocuSigned by:
By: Syed T. Husain
59C679B13F9F4B6...

Name: Syed T. Husain

Title: Chief Commercial Officer

Date: 1/6/2017

DS

ACHAOGEN, INC.

DocuSigned by:
By: Tobin Schilke
063B73AE6438471...

Name: Tobin Schilke

Title: CFO

Date: 1/9/2017

DocuSign Envelope ID: 76A8ECC0-4A17-4E7D-9014-99BA86DB12F3

ATTACHMENT A
SAMPLE EXHIBIT

EXHIBIT # __
Dated _____

The services described herein will be provided in accordance with the terms and conditions of the Master Services Agreement dated January 6, 2017 (the "Agreement") between Achaogen, Inc. (hereinafter referred to as "Achaogen") and Alcami Corporation ("Company").

The following documents are attached to this Exhibit and shall be incorporated herein:

APPENDIX I	DESCRIPTION OF SERVICES AND BUDGET
APPENDIX II	PAYMENT SCHEDULE AND TERMS

The Agreement and this Exhibit together constitute the entire agreement with respect to the Services to be provided hereunder. In the event an Achaogen purchase order or Company quotation or invoice contains any terms or conditions which are different from those contained in the Agreement and this Exhibit, the terms of the Agreement and this Exhibit shall control. In the event of a conflict between any provision of the Agreement and any provision of this Exhibit, this Exhibit shall control with respect to any inconsistencies over pricing, payments, budgets, pass-through expenses (and any sourcing or handling fees), shipping terms or the description of Services, and the Agreement shall control in all other respects.

All terms and conditions provided in the Agreement executed by the Parties referenced above remain unmodified and in full force and effect.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

Achaogen, Inc.	**Alcami Corporation**
_____	_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

DocuSign Envelope ID: 76A8ECC0-4A17-4E7D-9014-99BA86DB12F3

ATTACHMENT A
SAMPLE EXHIBIT

EXHIBIT # __
Dated _____

The services described herein will be provided in accordance with the terms and conditions of the Master Services Agreement dated January 6, 2017 (the "Agreement") between Achaogen, Inc. (hereinafter referred to as "Achaogen") and Alcami Corporation ("Company").

The following documents are attached to this Exhibit and shall be incorporated herein:

APPENDIX I	DESCRIPTION OF SERVICES AND BUDGET
APPENDIX II	PAYMENT SCHEDULE AND TERMS

The Agreement and this Exhibit together constitute the entire agreement with respect to the Services to be provided hereunder. In the event an Achaogen purchase order or Company quotation or invoice contains any terms or conditions which are different from those contained in the Agreement and this Exhibit, the terms of the Agreement and this Exhibit shall control. In the event of a conflict between any provision of the Agreement and any provision of this Exhibit, this Exhibit shall control with respect to any inconsistencies over pricing, payments, budgets, pass-through expenses (and any sourcing or handling fees), shipping terms or the description of Services, and the Agreement shall control in all other respects.

All terms and conditions provided in the Agreement executed by the Parties referenced above remain unmodified and in full force and effect.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

Achaogen, Inc.	**Alcami Corporation**
_____	_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT # 2
Dated: January 12, 2017

The services described herein will be provided in accordance with the terms and conditions of the Master Services Agreement dated January 6, 2017 (the "Agreement") between Achaogen, Inc. (hereinafter referred to as "Achaogen") and Alcami Corporation ("Company").

The following documents are attached to this Exhibit and shall be incorporated herein:

APPENDIX I	DESCRIPTION OF SERVICES AND BUDGET
APPENDIX II	PAYMENT SCHEDULE AND TERMS

The Agreement and this Exhibit together constitute the entire agreement with respect to the Services to be provided hereunder. In the event an Achaogen purchase order or Company quotation or invoice contains any terms or conditions which are different from those contained in the Agreement and this Exhibit, the terms of the Agreement and this Exhibit shall control. In the event of a conflict between any provision of the Agreement and any provision of this Exhibit, this Exhibit shall control with respect to any inconsistencies over pricing, payments, budgets, pass-through expenses (and any sourcing or handling fees), shipping terms or the description of Services, and the Agreement shall control in all other respects.

All terms and conditions provided in the Agreement executed by the Parties referenced above remain unmodified and in full force and effect.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

Achaogen, Inc.

DocuSigned by:
Tobin Schilke
063B73AE5438471...

Name: Tobin Schilke

Title: CFO

Date: 1/12/2017

Alcami Corporation

Name: Lindsay Yandek, Ph.D.

Title: Technical Evaluations Specialist II

Date: January 12, 2017

DocuSign Envelope ID: 586E72DE-7A7D-45CF-B791-2263227FB16E

APPENDIX I

Description of Services and Budget

Revision History:

ACHG2100A – ACHG2100 revised per client request to update to Exhibit format based on new MSA.

Objective/Scope:

Achaogen has requested that Company provide a HPLC assay and related substances method development including pre-qualification studies in support of dual active capsules.

Company's Safety Advisory Team has assigned band 3 (OEL 50-10 µg/m3) safety rating to the dual active Potassium Clavulanate and Ceftibuten drug product. Cephalosporin and β-Lactam antibiotics require special handling procedures.

Summation of Services:

Description:	Timing:[1]	Total Estimated Fees:
Analytical Support Services • HPLC Assay and Related Substances Method Development	~4 Weeks	$30,855
Total Estimated Price (Excluding pass through fees)		**$30,855**
Estimated Pass Throughs		$1,000

[1]Timing is to be confirmed upon acceptance of the Exhibit and receipt of materials.

Description of Services:

I. Analytical Support Services

A. Method Development – HPLC Assay and Related Substances

Company will develop a HPLC Assay and Related Substances method in support of a Potassium clavulanate and Ceftibuten dual active capsule. Upon completion of the method development a Client specific test procedure will be generated and a final development report issued. Pre-qualification studies will be performed during the method development as outlined below:

- Specificity
- Linearity
- Recovery (single preparations at three different levels)
- Method Sensitivity
- Precision

Estimated Price (standard turnaround time).....$30,855

B. Method Development – Dissolution (Optional)

Company will develop a Dissolution (n=6) method in support of a Potassium clavulanate and Ceftibuten dual active capsule. Upon completion of the method development a Client specific test

APPENDIX I

Description of Services and Budget

Revision History:

ACHG2100A – ACHG2100 revised per client request to update to Exhibit format based on new MSA.

Objective/Scope:

Achaogen has requested that Company provide a HPLC assay and related substances method development including pre-qualification studies in support of dual active capsules.

Company's Safety Advisory Team has assigned band 3 (OEL 50-10 µg/m3) safety rating to the dual active Potassium Clavulanate and Ceftibuten drug product. Cephalosporin and β-Lactam antibiotics require special handling procedures.

Summation of Services:

Description:	Timing:[1]	Total Estimated Fees:
Analytical Support Services • HPLC Assay and Related Substances Method Development	~4 Weeks	$30,855
Total Estimated Price (Excluding pass through fees)		**$30,855**
Estimated Pass Throughs		$1,000

[1]Timing is to be confirmed upon acceptance of the Exhibit and receipt of materials.

Description of Services:

I. **Analytical Support Services**

A. Method Development – HPLC Assay and Related Substances

Company will develop a HPLC Assay and Related Substances method in support of a Potassium clavulanate and Ceftibuten dual active capsule. Upon completion of the method development a Client specific test procedure will be generated and a final development report issued. Pre-qualification studies will be performed during the method development as outlined below:

- Specificity
- Linearity
- Recovery (single preparations at three different levels)
- Method Sensitivity
- Precision

Estimated Price (standard turnaround time).....$30,855

B. Method Development – Dissolution (Optional)

Company will develop a Dissolution (n=6) method in support of a Potassium clavulanate and Ceftibuten dual active capsule. Upon completion of the method development a Client specific test

procedure will be generated and a final development report issued. Pre-qualification studies will be performed during the method development as outlined below:

- Specificity
- Linearity
- Method Repeatability

Estimated Price (standard turnaround time).....$26,785 (optional)

The standard turnaround time for method developments is four (4) weeks. Satisfied rush requests of three (3) weeks will incur a 50% surcharge and satisfied rush requests of two (2) weeks will incur a 100% surcharge. Please contact your project manager two weeks in advance for any submission to ensure your requested turnaround time can be met.

II. Project Management

Company will assign a Project Manager to track projects, generate and maintain project timelines, communicate project progress, and facilitate team meetings. Teleconferences will be held, agenda and meeting minutes prepared and distributed as needed between the project team and Achaogen. The Project Manager will provide communication via email or phone to Achaogen updating the progress on any projects in-process.

III. Project Requirements

Achaogen will:

- Provide sufficient quantities of sample(s), each accompanied by a Material Safety Data Sheet ("MSDS"), to perform the activities outlined in this Exhibit.
- Approve all test procedures and/or protocols, as applicable, prior to execution.

Company will:

- Source all other required materials (example: standards, columns, etc.) on behalf of Achaogen for the activities outlined herein. Such items will be invoiced to Achaogen at vendor cost plus 10%.

This Exhibit is based on the information available and Company's experience with the procedures involved. Company reserves the right to revise this Exhibit should the scope of the project change. Any changes in the scope or the nature of the work covered by this Exhibit must be mutually agreed to and confirmed by a written Change Order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX II

Payment Schedule and Terms

Note that execution of this Exhibit by Achaogen and Company obligates Achaogen to payment for any activities performed by Company at Achaogen's direction prior to expiration or termination of this Exhibit.

PAYMENT SCHEDULE

Payment	Payment Description	Amount
1.	Upon Completion of HPLC Assay and Related Substances Method Development	$30,855
	Estimated Total	**$30,855**
	Estimated Pass Throughs	$1,000
	Method Development – Dissolution (Optional)	$26,785

Pricing excludes pass-through expenses.

Additional Service Items	Price
Project specific pass through expenses and shipping fees	Cost of items plus 10%
Revisions to final test reports, if not due to Company error	$185 per hour
Laboratory Investigations, if not due to Company error	$185 per hour
Method development/optimization, if required	$185 per hour
Raw data	$75 per project

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX II

Payment Schedule and Terms

Note that execution of this Exhibit by Achaogen and Company obligates Achaogen to payment for any activities performed by Company at Achaogen's direction prior to expiration or termination of this Exhibit.

PAYMENT SCHEDULE

Payment	Payment Description	Amount
1.	Upon Completion of HPLC Assay and Related Substances Method Development	$30,855
	Estimated Total	**$30,855**
	Estimated Pass Throughs	$1,000
	Method Development – Dissolution (Optional)	$26,785

Pricing excludes pass-through expenses.

Additional Service Items	Price
Project specific pass through expenses and shipping fees	Cost of items plus 10%
Revisions to final test reports, if not due to Company error	$185 per hour
Laboratory Investigations, if not due to Company error	$185 per hour
Method development/optimization, if required	$185 per hour
Raw data	$75 per project

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DocuSign Envelope ID: E83825F8-CE87-40AB-8095-2477665B1269

DocuSign Envelope ID: 0A5BE3A7-C0B3-4174-9DCF-1F0E489F0071

Change Order #1 to EXHIBIT # 2
Dated: March 20, 2017

The services described herein will be provided in accordance with the terms and conditions of the Master Services Agreement dated January 6, 2017 (the "Agreement") between Achaogen, Inc. (hereinafter referred to as "Achaogen") and Alcami Corporation ("Company").

The following documents are attached to this Exhibit and shall be incorporated herein:

APPENDIX I	DESCRIPTION OF SERVICES AND BUDGET
APPENDIX II	PAYMENT SCHEDULE AND TERMS

The Agreement, Exhibit #2 dated effective January 12, 2017 ("Exhibit"), and this Change Order together constitute the entire agreement with respect to the Services to be provided hereunder. In the event an Achaogen purchase order or Company quotation or invoice contains any terms or conditions which are different from those contained in the Agreement, the Exhibit and this Change Order, the terms of the Agreement, Exhibit and this Change Order shall control. In the event of a conflict between any provision of the Agreement, Exhibit and any provision of this Change Order, this Change Order shall control with respect to any inconsistencies over pricing, payments, budgets, pass-through expenses (and any sourcing or handling fees), shipping terms or the description of Services, and the Agreement and Exhibit shall control in all other respects.

All terms and conditions provided in the Agreement and Exhibit executed by the Parties referenced above remain unmodified and in full force and effect except as set forth herein.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

Achaogen, Inc.

DocuSigned by:
Tobin Schilke
003B73AE5438471...

Name: Tobin Schilke

Title: CFO

Date: 3/28/2017

Alcami Corporation

Name: Lindsay Yandek, Ph.D.

Title: Technical Evaluations Specialist II

Date: March 20, 2017

DocuSign Envelope ID: E83825F8-CE87-40AB-8095-2477665B1269

DocuSign Envelope ID: 0A5BE3A7-C0B3-4174-9DCF-1F0E489F0071

APPENDIX I

Description of Services and Budget

Change in Scope:

Achaogen has requested that Company incorporate the following activities into the scope of work in support of Ceftibuten/Clavulanate dual active drug product:

- Expand the HPLC assay and related substances method development to include a LC-MS evaluation for preliminary ID work on Clavulanate (Increase $3,630).
- Perform a method development to convert the HPLC method to a UPLC equivalent method. Method development activities will include linearity, sensitivity, specificity and forced degradation (Increase $16,610).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX I

Description of Services and Budget

Change in Scope:

Achaogen has requested that Company incorporate the following activities into the scope of work in support of Ceftibuten/Clavulanate dual active drug product:

- Expand the HPLC assay and related substances method development to include a LC-MS evaluation for preliminary ID work on Clavulanate (Increase $3,630).
- Perform a method development to convert the HPLC method to a UPLC equivalent method. Method development activities will include linearity, sensitivity, specificity and forced degradation (Increase $16,610).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX II
Payment Schedule and Terms

The total increase in price associated with the modifications outlined in this Change Order ACHG2100A.1 is $20,240. This increase has been incorporated into the following payment schedule, which replaces the payment schedule presented in the Exhibit in its entirety.

REVISED PAYMENT SCHEDULE

Payment	Payment Description	Amount
1.	Upon Completion of HPLC Assay and Related Substances Method Development ***(Revised)***	$34,485
2.	Upon Completion of UPLC Assay and Related Substances Method Development Activities ***(New)***	$16,610
	Estimated Total	**$51,095**
	Estimated Pass Throughs	$2,500
	Method Development – Dissolution (Optional)	$26,785

Pricing excludes pass-through expenses.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DocuSign Envelope ID: 0DF27D3A-550F-465C-8D26-50B34CB2EA4B

Change Order #2 to EXHIBIT # 2
Dated: May 17, 2017

The services described herein will be provided in accordance with the terms and conditions of the Master Services Agreement dated January 6, 2017 (the "Agreement") between Achaogen, Inc. (hereinafter referred to as "Achaogen") and Alcami Corporation ("Company").

The following documents are attached to this Exhibit and shall be incorporated herein:

APPENDIX I	DESCRIPTION OF SERVICES AND BUDGET
APPENDIX II	PAYMENT SCHEDULE AND TERMS

The Agreement, Exhibit #2 dated effective January 12, 2017 ("Exhibit"), Change Order #1 and this Change Order #2 together constitute the entire agreement with respect to the Services to be provided hereunder. In the event an Achaogen purchase order or Company quotation or invoice contains any terms or conditions which are different from those contained in the Agreement, the Exhibit, Change Order #1 and this Change Order #2, the terms of the Agreement, Exhibit, Change Order #1 and this Change Order #2 shall control. In the event of a conflict between any provision of the Agreement, Exhibit, Change Order #1 and any provision of this Change Order #2, this Change Order #2 shall control with respect to any inconsistencies over pricing, payments, budgets, pass-through expenses (and any sourcing or handling fees), shipping terms or the description of Services, and the Agreement, Exhibit and Change Order #1 shall control in all other respects.

All terms and conditions provided in the Agreement, Exhibit and Change Order #1executed by the Parties referenced above remain unmodified and in full force and effect except as set forth herein.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

Achaogen, Inc.

DocuSigned by:
Zeryn Sarpangal
6B9A923418DD469...

Name: Zeryn Sarpangal

Title: SVP Corporate and People Strategy

Date: 6/23/2017

Alcami Corporation

Name: Lindsay Yandek, Ph.D.

Title: Technical Evaluations Specialist II

Date: May 17, 2017

DS
CG

APPENDIX I

Description of Services and Budget

Change in Scope:

Achaogen has requested that Company incorporate the following activities into the scope of work in support of Ceftibuten/Clavulanate dual active drug product:

- Company will perform routine UPLC testing on four (4) samples (increase $3,000*)
    - Two (2) samples with Ceftibuten/Clavulanate:Avicel
    - Two (2) samples with Ceftibuten/Clavulanate:SiO2
- Additional samples may be submitted at the per test pricing outlined below:

UPLC Assay and Related Substances ..... $1,200 set up/$450*

*Pricing assumes single preparation per sample and 4 or less known impurities.

Set up charge includes system set up, system equilibration, standard preparation, and system suitability. The fee is applied each time the chromatographic system is set up to perform one or more analyses.

Multiple lots can be submitted under the scope of this Proposal. Any additional samples submitted for testing will be billed at the price stated above.

The standard turnaround time for the testing requested above is four (4) weeks. Satisfied rush requests of two (2) weeks for routine analytical testing will incur a 50% surcharge and satisfied rush requests of one (1) week will incur a 100% surcharge. Please contact your project manager two weeks in advance for any submission to ensure your requested turnaround time can be met.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX I
Description of Services and Budget

Change in Scope:

Achaogen has requested that Company incorporate the following activities into the scope of work in support of Ceftibuten/Clavulanate dual active drug product:

- Company will perform routine UPLC testing on four (4) samples (increase $3,000*)
    - Two (2) samples with Ceftibuten/Clavulanate:Avicel
    - Two (2) samples with Ceftibuten/Clavulanate:SiO2
- Additional samples may be submitted at the per test pricing outlined below:

UPLC Assay and Related Substances ..... $1,200 set up/$450*

*Pricing assumes single preparation per sample and 4 or less known impurities.

Set up charge includes system set up, system equilibration, standard preparation, and system suitability. The fee is applied each time the chromatographic system is set up to perform one or more analyses.

Multiple lots can be submitted under the scope of this Proposal. Any additional samples submitted for testing will be billed at the price stated above.

The standard turnaround time for the testing requested above is four (4) weeks. Satisfied rush requests of two (2) weeks for routine analytical testing will incur a 50% surcharge and satisfied rush requests of one (1) week will incur a 100% surcharge. Please contact your project manager two weeks in advance for any submission to ensure your requested turnaround time can be met.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DocuSign Envelope ID: 0DF27D3A-550F-465C-8D26-50B34CB2EA4B

APPENDIX II

Payment Schedule and Terms

The total increase in price associated with the modifications outlined in this Change Order ACHG2100A.2 is $3,000. This increase has been incorporated into the following payment schedule, which replaces the payment schedule presented in Change Order #1 in its entirety.

REVISED PAYMENT SCHEDULE

Payment	Payment Description	Amount
1.	Upon Completion of HPLC Assay and Related Substances Method Development ***(invoiced)***	$34,485
2.	Upon Completion of UPLC Assay and Related Substances Method Development Activities	$16,610
3.	Upon Completion of Four Samples of Routine UPLC Analysis	$3,000
	Estimated Total	**$54,095**
	Estimated Pass Throughs	$2,500
	Method Development – Dissolution (Optional)	$26,785

Pricing excludes pass-through expenses.

Per sample analyses will be billed at the rates defined in Appendix I upon issuance of each final report.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Change Order #3 to EXHIBIT # 2
Dated: September 21, 2017

The services described herein will be provided in accordance with the terms and conditions of the Master Services Agreement dated January 6, 2017 (the "Agreement") between Achaogen, Inc. (hereinafter referred to as "Achaogen") and Alcami Corporation ("Company").

The following documents are attached to this Exhibit and shall be incorporated herein:

APPENDIX I	DESCRIPTION OF SERVICES AND BUDGET
APPENDIX II	PAYMENT SCHEDULE AND TERMS

The Agreement, Exhibit #2 dated effective January 12, 2017 ("Exhibit"), Change Order #1, Change Order #2 and this Change Order #3 together constitute the entire agreement with respect to the Services to be provided hereunder. In the event an Achaogen purchase order or Company quotation or invoice contains any terms or conditions which are different from those contained in the Agreement, the Exhibit, Change Order #1, Change Order #2 and this Change Order #3, the terms of the Agreement, Exhibit, Change Order #1, Change Order #2 and this Change Order #3 shall control. In the event of a conflict between any provision of the Agreement, Exhibit, Change Order #1, Change Order #2 and any provision of this Change Order #3, this Change Order #3 shall control with respect to any inconsistencies over pricing, payments, budgets, pass-through expenses (and any sourcing or handling fees), shipping terms or the description of Services, and the Agreement, Exhibit, Change Order #1 and Change Order #2 shall control in all other respects.

All terms and conditions provided in the Agreement, Exhibit and Change Order #2 executed by the Parties referenced above remain unmodified and in full force and effect except as set forth herein.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

Achaogen, Inc.

DocuSigned by:
Tobin Schilke
063B73AE5438471...

Name: Tobin Schilke

Title: CFO

Date: 10/16/2017

Alcami Corporation

Name: Lindsay Yandek, Ph.D.

Title: Technical Evaluations Specialist II

Date: September 21, 2017

APPENDIX I

Description of Services and Budget

Change in Scope:

Achaogen has requested that Company incorporate the following activities into the scope of work in support of Ceftibuten/Clavulanate dual active drug product:

- Company will run degraded samples using Client provided LC-MS method ***(increase $9,680)***.
- Company will perform head-space and liquid injection GC-MS to look for degradation products ***(increase $14,520)***.
- Company will manufacture 48 additional capsules (24 HPMC and 24 Gel Capsules) in their Formulation and Development Laboratory. Capsules will be prepared with Cefitbuten, Potassium Clavulanate and excipients ***(increase $4,048)***.
- Client has requested the previously optional dissolution method development be executed ***(increase $26,785)***.
- Company will prepare 30 capsules in support of the dissolution method development in their Analytical Development Laboratory. Capsules will be prepared with Cefitbuten, Potassium Clavulanate and excipients ***(increase $3,256)***.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX I

Description of Services and Budget

Change in Scope:

Achaogen has requested that Company incorporate the following activities into the scope of work in support of Ceftibuten/Clavulanate dual active drug product:

- Company will run degraded samples using Client provided LC-MS method ***(increase $9,680)***.
- Company will perform head-space and liquid injection GC-MS to look for degradation products ***(increase $14,520)***.
- Company will manufacture 48 additional capsules (24 HPMC and 24 Gel Capsules) in their Formulation and Development Laboratory. Capsules will be prepared with Cefitbuten, Potassium Clavulanate and excipients ***(increase $4,048)***.
- Client has requested the previously optional dissolution method development be executed ***(increase $26,785)***.
- Company will prepare 30 capsules in support of the dissolution method development in their Analytical Development Laboratory. Capsules will be prepared with Cefitbuten, Potassium Clavulanate and excipients ***(increase $3,256)***.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX II

Payment Schedule and Terms

The total increase in price associated with the modifications outlined in this Change Order #3 (ACHG2100A.3) is $58,289. This increase has been incorporated into the following payment schedule, which replaces the payment schedule presented in Change Order #2 in its entirety.

REVISED PAYMENT SCHEDULE

Payment	Payment Description	Amount
1.	Upon Completion of HPLC Assay and Related Substances Method Development ***(invoiced)***	$34,485
2.	Upon Completion of UPLC Assay and Related Substances Method Development Activities	$16,610
3.	Upon Completion of Four Samples of Routine UPLC Analysis	$3,300
4.	Upon Completion of Method Development – Dissolution ***(new)***	$26,785
5.	Upon Completion of Dissolution Sample Preparation (30 Capsules) ***(new)***	$3,256
6.	Upon Completion of FDL Sample Preparation (48 Capsules) ***(new)***	$4,048
7.	Upon Completion of Head-Space and Liquid Injection by GC-MS Analysis ***(new)***	$14,520
8.	Completion of Sample Degradation Analysis by LC-MS Analysis ***(new)***	$9,680
	Estimated Total	**$112,684**
	Estimated Pass-Through Expenses	$5,000

Per sample analyses will be billed at the rates defined in Appendix I upon issuance of each final report.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DocuSign Envelope ID: 3AA507FD-C7F1-48E6-B266-CFDA1F24FD90

EXHIBIT # 8
Dated: December 11, 2017

The services described herein will be provided in accordance with the terms and conditions of the Master Services Agreement dated January 6, 2017 (the "Agreement") between Achaogen, Inc. (hereinafter referred to as "Achaogen") and Alcami Corporation ("Company").

The following documents are attached to this Exhibit and shall be incorporated herein:

APPENDIX I	DESCRIPTION OF SERVICES AND BUDGET
APPENDIX II	PAYMENT SCHEDULE AND TERMS

The Agreement and this Exhibit together constitute the entire agreement with respect to the Services to be provided hereunder. In the event an Achaogen purchase order or Company quotation or invoice contains any terms or conditions which are different from those contained in the Agreement and this Exhibit, the terms of the Agreement and this Exhibit shall control. In the event of a conflict between any provision of the Agreement and any provision of this Exhibit, this Exhibit shall control with respect to any inconsistencies over pricing, payments, budgets, pass-through expenses (and any sourcing or handling fees), shipping terms or the description of Services, and the Agreement shall control in all other respects.

All terms and conditions provided in the Agreement executed by the Parties referenced above remain unmodified and in full force and effect.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

Achaogen, Inc.

DocuSigned by:
Tobin Schilke
063B73AE5438471...

Name: Tobin Schilke

Title: CFO

Date: 2/13/2018

Alcami Corporation

Robin Lynge

Name: Robin Lynge

Title: Director, Inside Sales and Business Dev.

Date: December 11, 2017

APPENDIX I

Description of Services and Budget

Revision History:

12/11/2017 – Revised to include Optional 12 month pull.

Objective/Scope:

Achaogen has requested that Company provide stability testing and support of one (1) lot of Ceftibuten and Clavulanate in Gelatin capsules.

Company's Safety Advisory Team has assigned band 3 (OEL 50-10 µg/m3) safety rating to the Ceftibuten and Clavulanate active pharmaceutical ingredients ("API") and/or drug product.

Summation of Services:

Description:	Timing:[1]	Total Estimated Fees:
Stability Support Services • Ceftibuten and Clavulanate in Gelatin capsules	~4 Weeks per Test Point	$36,365
Total Estimated Price (Excluding Optional Testing and pass through fees)		**$36,365**
Optional Testing:		
9 Month Stability Testing	*~ 4 Weeks*	*$7,455*
12 Month Stability Testing	*~ 4 Weeks*	*$7,455*

[1]Timing is to be confirmed upon acceptance of the Exhibit and receipt of materials.

Description of Services:

I. Stability Support Services

Achaogen has requested that Company provide stability testing and support of one (1) lot of Ceftibuten and Clavulanate in Gelatin capsules. Program will be described in a stability protocol generated by Company and approved by both parties as outlined below:

Stability Condition	Test Points
5°C	0, 1, 2, 3 and 6 months; 9 and 12 months optional
25°C/60%RH	1, 2, 3 and 6 months; 9 and 12 months optional

Testing at each stability time point, unless otherwise specified, will include the following:

- Appearance
- HPLC Assay/Related Substances – duplicate preparations
- Dissolution (n=6)
- Karl Fisher

Estimated Price (standard turnaround time).....$36,365

APPENDIX I
Description of Services and Budget

Revision History:

12/11/2017 – Revised to include Optional 12 month pull.

Objective/Scope:

Achaogen has requested that Company provide stability testing and support of one (1) lot of Ceftibuten and Clavulanate in Gelatin capsules.

Company's Safety Advisory Team has assigned band 3 (OEL 50-10 µg/m3) safety rating to the Ceftibuten and Clavulanate active pharmaceutical ingredients ("API") and/or drug product.

Summation of Services:

Description:	Timing:[1]	Total Estimated Fees:
Stability Support Services • Ceftibuten and Clavulanate in Gelatin capsules	~4 Weeks per Test Point	$36,365
Total Estimated Price (Excluding Optional Testing and pass through fees)		**$36,365**
Optional Testing:		
9 Month Stability Testing	*~ 4 Weeks*	*$7,455*
12 Month Stability Testing	*~ 4 Weeks*	*$7,455*

[1]Timing is to be confirmed upon acceptance of the Exhibit and receipt of materials.

Description of Services:

I. Stability Support Services

Achaogen has requested that Company provide stability testing and support of one (1) lot of Ceftibuten and Clavulanate in Gelatin capsules. Program will be described in a stability protocol generated by Company and approved by both parties as outlined below:

Stability Condition	Test Points
5°C	0, 1, 2, 3 and 6 months; 9 and 12 months optional
25°C/60%RH	1, 2, 3 and 6 months; 9 and 12 months optional

Testing at each stability time point, unless otherwise specified, will include the following:

- Appearance
- HPLC Assay/Related Substances – duplicate preparations
- Dissolution (n=6)
- Karl Fisher

Estimated Price (standard turnaround time).....$36,365

Test	Standard TAT	Expedited TAT (50% Surcharge)	Expedited TAT (100% Surcharge)
StabilityTesting	4 weeks	2 weeks	1 weeks

II. Project Management

Company will assign a Project Manager to track projects, generate and maintain project timelines, communicate project progress, and facilitate team meetings. Teleconferences will be held, agenda and meeting minutes prepared and distributed as needed between the project team and Achaogen. The Project Manager will provide communication via email or phone to Achaogen updating the progress on any projects in-process.

III. Project Requirements

Achaogen will:

- Provide sufficient quantities of sample(s), each accompanied by a Material Safety Data Sheet ("MSDS"), to perform the activities outlined in this Exhibit.
- Approve all test procedures and/or protocols, as applicable, prior to execution.

Company will:

- Source all other required materials (example: standards, columns, etc.) on behalf of Achaogen for the activities outlined herein. Such items will be invoiced to Achaogen at vendor cost plus 10%.

This Exhibit is based on the information available and Company's experience with the procedures involved. Company reserves the right to revise this Exhibit should the scope of the project change. Any changes in the scope or the nature of the work covered by this Exhibit must be mutually agreed to and confirmed by a written Change Order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX II

Payment Schedule and Terms

Note that execution of this Exhibit by Achaogen and Company obligates Achaogen to payment for any activities performed by Company at Achaogen's direction prior to expiration or termination of this Exhibit.

PAYMENT SCHEDULE

Payment	Payment Description	Amount
1.	Upon Stability Set – Includes Initial Stability Testing	$6,535
2.	Completion of Month 1 Stability Testing	$7,045
3.	Completion of Month 2 Stability Testing	$7,045
4.	Completion of Month 3 Stability Testing	$7,495
5.	Completion of Month 6 Stability Testing	$8,245
	Total Estimated Cost (Excluding Optional Testing and Pass Through Costs)	**$36,365**
	Completion of Month 9 Stability Testing (Optional)	*$7,455*
	Completion of Month 12 Stability Testing (Optional)	*$7,455*

Additional Service Items	Price
Project specific pass through expenses and shipping fees	Cost of items plus 10%
Revisions to final test reports, if not due to Company error	$210 per hour
Laboratory Investigations, if not due to Company error	$210 per hour
Method development/optimization, if required	$210 per hour
Additional stability storage space, if required	$75/ft3/lot/month
Revisions to approved Stability Protocol, if requested	$185 per hour
Raw data	$75 per project

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX II

Payment Schedule and Terms

Note that execution of this Exhibit by Achaogen and Company obligates Achaogen to payment for any activities performed by Company at Achaogen's direction prior to expiration or termination of this Exhibit.

PAYMENT SCHEDULE

Payment	Payment Description	Amount
1.	Upon Stability Set – Includes Initial Stability Testing	$6,535
2.	Completion of Month 1 Stability Testing	$7,045
3.	Completion of Month 2 Stability Testing	$7,045
4.	Completion of Month 3 Stability Testing	$7,495
5.	Completion of Month 6 Stability Testing	$8,245
	Total Estimated Cost (Excluding Optional Testing and Pass Through Costs)	**$36,365**
	Completion of Month 9 Stability Testing (Optional)	*$7,455*
	Completion of Month 12 Stability Testing (Optional)	*$7,455*

Additional Service Items	Price
Project specific pass through expenses and shipping fees	Cost of items plus 10%
Revisions to final test reports, if not due to Company error	$210 per hour
Laboratory Investigations, if not due to Company error	$210 per hour
Method development/optimization, if required	$210 per hour
Additional stability storage space, if required	$75/ft3/lot/month
Revisions to approved Stability Protocol, if requested	$185 per hour
Raw data	$75 per project

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Change Order #1 to EXHIBIT # 8
Dated: March 7, 2018

The services described herein will be provided in accordance with the terms and conditions of the Master Services Agreement dated January 6, 2017 (the "Agreement") between Achaogen, Inc. (hereinafter referred to as "Achaogen") and Alcami Corporation ("Company").

The following documents are attached to this Exhibit and shall be incorporated herein:

APPENDIX I	DESCRIPTION OF SERVICES AND BUDGET
APPENDIX II	PAYMENT SCHEDULE AND TERMS

The Agreement, Exhibit #8 dated effective December 11, 2017 ("Exhibit"), and this Change Order together constitute the entire agreement with respect to the Services to be provided hereunder. In the event an Achaogen purchase order or Company quotation or invoice contains any terms or conditions which are different from those contained in the Agreement, the Exhibit and this Change Order, the terms of the Agreement, Exhibit and this Change Order shall control. In the event of a conflict between any provision of the Agreement, Exhibit and any provision of this Change Order, this Change Order shall control with respect to any inconsistencies over pricing, payments, budgets, pass-through expenses (and any sourcing or handling fees), shipping terms or the description of Services, and the Agreement and Exhibit shall control in all other respects.

All terms and conditions provided in the Agreement and Exhibit executed by the Parties referenced above remain unmodified and in full force and effect except as set forth herein.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

Achaogen, Inc.

DocuSigned by:
Tobin Schilke
063B73AE543847I...

Name: Tobin Schilke

Title: CFO

Date: 4/6/2018

Alcami Corporation

Name: Michael Inscore

Title: Technical Evaluations Specialist II

Date: March 7, 2018

APPENDIX I
Description of Services and Budget

Change in Scope:

Achaogen has requested that Company incorporate the following activities into the scope of work in support of Ceftibuten and Clavulanate in Gelatin capsules:

- Perform additional HPLC Assay testing at initial stability time point for one (1) lot of Ceftibuten and Clavulanate in Gelatin capsules. Duplicate sample preparation will be performed with alternate sample diluent (***Increase $2,100***).

Additional samples may be submitted by Achaogen on the per test price as indicated below:

Routine Test – Ceftibuten and Clavulanate in Gelatin Capsules	Setup Fee	Unit Price
Appearance	N/A	$80
Assay and Related Substances	$1,500	$1,300*
Dissolution (n = 6)	$500	$800
Water Content – Karl Fisher	N/A	$250

*Unit price includes duplicate sample preparation

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX I
Description of Services and Budget

Change in Scope:

Achaogen has requested that Company incorporate the following activities into the scope of work in support of Ceftibuten and Clavulanate in Gelatin capsules:

- Perform additional HPLC Assay testing at initial stability time point for one (1) lot of Ceftibuten and Clavulanate in Gelatin capsules. Duplicate sample preparation will be performed with alternate sample diluent (***Increase $2,100***).

Additional samples may be submitted by Achaogen on the per test price as indicated below:

Routine Test – Ceftibuten and Clavulanate in Gelatin Capsules	Setup Fee	Unit Price
Appearance	N/A	$80
Assay and Related Substances	$1,500	$1,300*
Dissolution (n = 6)	$500	$800
Water Content – Karl Fisher	N/A	$250

*Unit price includes duplicate sample preparation

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX II

Payment Schedule and Terms

The total increase in price associated with the modifications outlined in this Change Order ACHG2206A.1 is $2,100. This increase has been incorporated into the following payment schedule, which replaces the payment schedule presented in the Exhibit in its entirety.

REVISED PAYMENT SCHEDULE

Payment	Payment Description	Amount
1.	Upon Stability Set – Includes Initial Stability Testing ***(Revised)***	$8,635
2.	Completion of Month 1 Stability Testing	$7,045
3.	Completion of Month 2 Stability Testing	$7,045
4.	Completion of Month 3 Stability Testing	$7,495
5.	Completion of Month 6 Stability Testing	$8,245
	Total Estimated Cost (Excluding Optional Testing and Pass Through Costs)	**$38,465**
	Completion of Month 9 Stability Testing (Optional)	*$7,455*
	Completion of Month 12 Stability Testing (Optional)	*$7,455*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT # 9
Dated: January 11, 2018

The services described herein will be provided in accordance with the terms and conditions of the Master Services Agreement dated January 6, 2017 (the "Agreement") between Achaogen, Inc. (hereinafter referred to as "Achaogen") and Alcami Corporation ("Company").

The following documents are attached to this Exhibit and shall be incorporated herein:

APPENDIX I	DESCRIPTION OF SERVICES AND BUDGET
APPENDIX II	PAYMENT SCHEDULE AND TERMS

The Agreement and this Exhibit together constitute the entire agreement with respect to the Services to be provided hereunder. In the event an Achaogen purchase order or Company quotation or invoice contains any terms or conditions which are different from those contained in the Agreement and this Exhibit, the terms of the Agreement and this Exhibit shall control. In the event of a conflict between any provision of the Agreement and any provision of this Exhibit, this Exhibit shall control with respect to any inconsistencies over pricing, payments, budgets, pass-through expenses (and any sourcing or handling fees), shipping terms or the description of Services, and the Agreement shall control in all other respects.

All terms and conditions provided in the Agreement executed by the Parties referenced above remain unmodified and in full force and effect.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

Achaogen, Inc.

DocuSigned by:
Tobin Schilke
063B73AE5438471...

Name: Tobin Schilke

Title: CFO

Date: 1/28/2018

Alcami Corporation

Robin Lynge

Name: Robin Lynge

Title: Director, Inside Sales and Business Dev.

Date: January 11, 2018

DocuSign Envelope ID: CB4944D3-5E57-4780-A6FE-5E53069DFE3C

APPENDIX I

Description of Services and Budget

Revision History:

ACHG2207A-ACHG2207: Updates to remove Assay Related Substance and Content Uniformity testing. Updates to add 2 stage dissolution method development for coated tablets.

Objective/Scope:

Achaogen has requested that Company provide method establishment studies for support of Ceftibuten and Clavulanate in Gelatin capsules, Ceftibuten drug substance, Clavulanate drug substance and Ceftibuten and Clavulanate coated tablets.

Company's Safety Advisory Team has assigned band 3 (OEL 50-10 µg/m3) safety rating to the Ceftibuten and Clavulanate active pharmaceutical ingredients ("API") and/or drug product.

Summation of Services:

Description:	Timing:[1]	Total Estimated Fees:
Method Development Support Services		
• Drug Product Forced Degradation	~4 Weeks	$33,930
• Dissolution	~4 Weeks	$17,130
• Water Content	~2 Weeks	$3,150
• Dissolution (Coated Tablets)	~4 Weeks	$21,165
• Degradation Study – LC-MS	~4 Weeks	$20,330
• Optical Rotation	~10 Weeks	$12,765
• ICP-MS	~8 Weeks	$55,995
• Particle Size Analysis	~4 Weeks	$8,565
Total Estimated Price (Excluding Optional Testing and pass through fees)		**$173,030**
Optional Testing:		
Water Content – Method Validation	*~6 Weeks*	*$5,250*
Particle Size Analysis – Method Validation	*~6 Weeks*	*$25,200*

[1]Timing is to be confirmed upon acceptance of the Exhibit, receipt of materials and approval of study plan.

Description of Services:

I. Method Development Support Services – Gel Capsule Drug Product

A. Forced Degradation - HPLC

Achaogen has requested that Company perform a standalone forced degradation study to be analyzed by HPLC. Due to the complexity of the drug product, Company recommends that forced degradation be performed for one (1) lot of Ceftibuten and Clavulanate in Gelatin capsules, one (1) lot of Ceftibuten drug substance, one (1) lot of Clavulanate drug substance and one (1) lot of placebo. Optional components of forced degradation study may be performed as outline below rather than recommended approach by Company. These studies will be executed separately from forced degradation performed during method validation. This study will also be performed prior to the execution of the method validation. Forced degradation activities will be performed according to protocol generated by Company and approved by

APPENDIX I

Description of Services and Budget

Revision History:

ACHG2207A-ACHG2207: Updates to remove Assay Related Substance and Content Uniformity testing. Updates to add 2 stage dissolution method development for coated tablets.

Objective/Scope:

Achaogen has requested that Company provide method establishment studies for support of Ceftibuten and Clavulanate in Gelatin capsules, Ceftibuten drug substance, Clavulanate drug substance and Ceftibuten and Clavulanate coated tablets.

Company's Safety Advisory Team has assigned band 3 (OEL 50-10 µg/m3) safety rating to the Ceftibuten and Clavulanate active pharmaceutical ingredients ("API") and/or drug product.

Summation of Services:

Description:	Timing:[1]	Total Estimated Fees:
Method Development Support Services		
• Drug Product Forced Degradation	~4 Weeks	$33,930
• Dissolution	~4 Weeks	$17,130
• Water Content	~2 Weeks	$3,150
• Dissolution (Coated Tablets)	~4 Weeks	$21,165
• Degradation Study – LC-MS	~4 Weeks	$20,330
• Optical Rotation	~10 Weeks	$12,765
• ICP-MS	~8 Weeks	$55,995
• Particle Size Analysis	~4 Weeks	$8,565
Total Estimated Price (Excluding Optional Testing and pass through fees)		**$173,030**
Optional Testing:		
Water Content – Method Validation	*~6 Weeks*	*$5,250*
Particle Size Analysis – Method Validation	*~6 Weeks*	*$25,200*

[1]Timing is to be confirmed upon acceptance of the Exhibit, receipt of materials and approval of study plan.

Description of Services:

I. Method Development Support Services – Gel Capsule Drug Product

A. Forced Degradation - HPLC

Achaogen has requested that Company perform a standalone forced degradation study to be analyzed by HPLC. Due to the complexity of the drug product, Company recommends that forced degradation be performed for one (1) lot of Ceftibuten and Clavulanate in Gelatin capsules, one (1) lot of Ceftibuten drug substance, one (1) lot of Clavulanate drug substance and one (1) lot of placebo. Optional components of forced degradation study may be performed as outline below rather than recommended approach by Company. These studies will be executed separately from forced degradation performed during method validation. This study will also be performed prior to the execution of the method validation. Forced degradation activities will be performed according to protocol generated by Company and approved by

both Company and Achaogen prior to execution. Forced degradation turnaround time (TAT) will be based upon method development criteria.

Forced Degradation - HPLC	Amount*
Forced Degradation Study – Drug Product, Drug Substance (2 Actives) and Placebo	*$33,930*
Forced Degradation Study – Drug Product Only	*$16,800* ***(OPTIONAL)***
Forced Degradation Study – Drug Product and Drug Substance (2 Actives)	*$29,400* ***(OPTIONAL)***

*** Estimated price based on standard turnaround time**

B. Dissolution

Achaogen has requested that Company perform method optimization for one (1) lot of Ceftibuten and Clavulanate in Gelatin capsules on HPLC method from Company proposal ACHG2300 in order to shorten analysis time for dissolution testing. Stability will be confirmed of both sample and standard solutions in the dissolution method.

Method Establishment - Dissolution	Amount*
Method Optimization – Dissolution	*$17,130*

*** Estimated price based on standard turnaround time**

C. Water Content - Karl Fischer

Achaogen has requested that Company perform method evaluation for one (1) lot of Ceftibuten and Clavulanate in Gelatin capsules for water content analysis utilizing Karl Fischer technique. If method evaluation is proven to be unacceptable, an optional method development may be performed by Company.

Method Establishment – Karl Fischer	Amount*
Method Evaluation – Karl Fischer	*$3,150*
Method Development – Karl Fischer	*$5,250* ***(OPTIONAL)***

*** Estimated price based on standard turnaround time**

Turnaround Time (TAT): Turnaround time is based upon receipt of signed Proposal, materials and signed protocol(s) if applicable. The standard and applicable expedited TATs for the testing in this proposal is outlined below. Please contact your project manager two weeks in advance for any submission to ensure your requested turnaround time can be met.

Test	Standard TAT	Expedited TAT (50% Surcharge)	Expedited TAT (100% Surcharge)
Method Evaluation	2 weeks	1 week	N/A
Method Development/Optimization	4 weeks	3 weeks	2 weeks
Method Validation	6 weeks	4 weeks	3 weeks

II. Method Development Support Services – Coated Tablet Drug Product

A. Dissolution

Achaogen has requested that Company perform a two (2) stage dissolution method development for one (1) lot of Ceftibuten and Clavulanate in coated tablets.

Method Establishment - Dissolution	Amount*
Method Development – Dissolution	*$21,165*

*** Estimated price based on standard turnaround time**

III. Method Development Support Services – Drug Substance

A. Degradation Study – LC-MS

Achaogen has requested that Company perform a LC-MS side-by-side comparison of degradation between one (1) lot of Clavulanate drug substance and one (1) lot of Clavulanate reference standard. Six (6) samples will be analyzed (three (3) degraded and three (3) non-degraded samples) in an effort to identify up to ten (10) unknowns of interest determined by Achaogen. Degradation Study turnaround time (TAT) will be based upon method development criteria.

Method Establishment	Amount*
Degradation Study – LC-MS	*$20,330*

*** Estimated price based on standard turnaround time**

B. Optical Rotation

Achaogen has requested that Company perform an optical rotation method development and subsequent method validation for one (1) lot of Clavulanate drug substance. Method validation activities will be performed according to protocol generated by Company and approved by both Company and Achaogen prior to execution.

Method Establishment	Amount*
Method Development – Optical Rotation	*$4,200*
Method Validation – Optical Rotation	*$8,565*
Estimated Total	*$12,765*

*** Estimated price based on standard turnaround time**

C. ICP-MS

Achaogen has requested that Company perform ICP-MS method development and subsequent method validation for one (1) lot of Ceftibuten and one (1) lot of Clavulanate drug substances. Method establishment studies will be carried out using analytes of interest determined by Achaogen as outlined below. Method validation activities will be performed according to protocol generated by Company and approved by both Company and Achaogen prior to execution.

Achaogen has requested that Company perform a two (2) stage dissolution method development for one (1) lot of Ceftibuten and Clavulanate in coated tablets.

Method Establishment - Dissolution	Amount*
Method Development – Dissolution	*$21,165*

*** Estimated price based on standard turnaround time**

III. Method Development Support Services – Drug Substance

A. Degradation Study – LC-MS

Achaogen has requested that Company perform a LC-MS side-by-side comparison of degradation between one (1) lot of Clavulanate drug substance and one (1) lot of Clavulanate reference standard. Six (6) samples will be analyzed (three (3) degraded and three (3) non-degraded samples) in an effort to identify up to ten (10) unknowns of interest determined by Achaogen. Degradation Study turnaround time (TAT) will be based upon method development criteria.

Method Establishment	Amount*
Degradation Study – LC-MS	*$20,330*

*** Estimated price based on standard turnaround time**

B. Optical Rotation

Achaogen has requested that Company perform an optical rotation method development and subsequent method validation for one (1) lot of Clavulanate drug substance. Method validation activities will be performed according to protocol generated by Company and approved by both Company and Achaogen prior to execution.

Method Establishment	Amount*
Method Development – Optical Rotation	*$4,200*
Method Validation – Optical Rotation	*$8,565*
Estimated Total	*$12,765*

*** Estimated price based on standard turnaround time**

C. ICP-MS

Achaogen has requested that Company perform ICP-MS method development and subsequent method validation for one (1) lot of Ceftibuten and one (1) lot of Clavulanate drug substances. Method establishment studies will be carried out using analytes of interest determined by Achaogen as outlined below. Method validation activities will be performed according to protocol generated by Company and approved by both Company and Achaogen prior to execution.

Method Establishment	Analytes of Interest	Amount*
Method Development – ICP-MS	7 – 15	*$22,200*
	24	*$33,300*
Method Validation – ICP-MS	7 – 15	*$33,795*
	24	*$44,400*
Estimated Total	7 – 15	*$55,995*
	24	*$77,700*

*** Estimated price based on standard turnaround time**
****Estimated price based on establishment of both drug substances**

D. Particle Size Analysis

Achaogen has requested that Company perform Particle Size Analysis (PSA) method evaluation to evaluate PSA method developed at Company Netherlands site and standardize both site methods. Activities will be performed for one (1) lot of Ceftibuten and one (1) lot of Clavulanate drug substances. Upon successful completion of method evaluation, optional method validation activities may be performed at request of Achaogen. Optional method validation activities will be performed according to protocol generated by Company and approved by both Company and Achaogen prior to execution.

Method Establishment	Amount*
Method Optimization – PSA	*$8,565*
Method Validation – PSA	*$25,200 (**OPTIONAL**)*

*** Estimated price based on standard turnaround time**
****Estimated price based on establishment of both drug substances**

Turnaround Time (TAT): Turnaround time is based upon receipt of signed Proposal, materials and signed protocol(s) if applicable. The standard and applicable expedited TATs for the testing in this proposal is outlined below. Please contact your project manager two weeks in advance for any submission to ensure your requested turnaround time can be met.

Test	Standard TAT	Expedited TAT (50% Surcharge)	Expedited TAT (100% Surcharge)
Method Evaluation/Optimization	2 weeks	1 week	N/A
Method Development	4 weeks	3 weeks	2 weeks
Method Validation	6 weeks	4 weeks	3 weeks
Method Validation – ICP-MS	4 weeks	3 weeks	2 weeks

IV. Project Management

Company will assign a Project Manager to track projects, generate and maintain project timelines, communicate project progress, and facilitate team meetings. Teleconferences will be held, agenda and meeting minutes prepared and distributed as needed between the project team and Achaogen. The Project Manager will provide communication via email or phone to Achaogen updating the progress on any projects in-process.

V. Project Requirements

Achaogen will:

- Provide sufficient quantities of sample(s), each accompanied by a Material Safety Data Sheet ("MSDS"), to perform the activities outlined in this Exhibit.
- Approve all test procedures and/or protocols, as applicable, prior to execution.

Company will:

- Source all other required materials (example: standards, columns, etc.) on behalf of Achaogen for the activities outlined herein. Such items will be invoiced to Achaogen at vendor cost plus 10%.

This Exhibit is based on the information available and Company's experience with the procedures involved. Company reserves the right to revise this Exhibit should the scope of the project change. Any changes in the scope or the nature of the work covered by this Exhibit must be mutually agreed to and confirmed by a written Change Order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

V. Project Requirements

Achaogen will:

- Provide sufficient quantities of sample(s), each accompanied by a Material Safety Data Sheet ("MSDS"), to perform the activities outlined in this Exhibit.
- Approve all test procedures and/or protocols, as applicable, prior to execution.

Company will:

- Source all other required materials (example: standards, columns, etc.) on behalf of Achaogen for the activities outlined herein. Such items will be invoiced to Achaogen at vendor cost plus 10%.

This Exhibit is based on the information available and Company's experience with the procedures involved. Company reserves the right to revise this Exhibit should the scope of the project change. Any changes in the scope or the nature of the work covered by this Exhibit must be mutually agreed to and confirmed by a written Change Order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX II

Payment Schedule and Terms

Note that execution of this Exhibit by Achaogen and Company obligates Achaogen to payment for any activities performed by Company at Achaogen's direction prior to expiration or termination of this Exhibit.

PAYMENT SCHEDULE

Payment	Payment Description	Amount
1.	Completion of Forced Degradation Study	$33,930
2.	Completion of Method Optimization – Dissolution – Gelatin Capsules	$17,130
3.	Completion of Method Evaluation – Water Content	$3,150
4.	Completion of Method Development – Dissolution – Coated Tablets	$21,165
5.	Completion of Degradation Study – LC-MS	$20,330
6.	Completion of Method Development – Optical Rotation	$4,200
7.	Completion of Method Validation and Issuance of Report – Optical Rotation	$8,565
8.	Completion of Method Development – ICP-MS	$22,200
9.	Completion of Method Validation and Issuance of Report – ICP-MS	$33,795
10.	Completion of Method Optimization – Particle Size Analysis	$8,565
	Total Estimated Cost (Excluding Optional Testing and Pass Through Costs)	**$173,030**
	Completion of Method Development – Water Content (Optional)	*$5,250*
	Completion of Method Validation and Issuance of Report – Particle Size Analysis (Optional)	*$25,200*

Additional Service Items	Price
Project specific pass through expenses and shipping fees	Cost of items plus 10%
Revisions to final test reports, if not due to Company error	$210 per hour
Laboratory Investigations, if not due to Company error	$210 per hour
Method development/optimization, if required	$210 per hour
Additional stability storage space, if required	$75/ft3/lot/month
Revisions to approved Stability Protocol, if requested	$185 per hour
Raw data	$75 per project

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DocuSign Envelope ID: 6FE173F0-F128-4E87-8A6A-590AC9EBC92C

Change Order #1a to EXHIBIT # 9
Dated: March 21, 2018

The services described herein will be provided in accordance with the terms and conditions of the Master Services Agreement dated January 6, 2017 (the "Agreement") between Achaogen, Inc. (hereinafter referred to as "Achaogen") and Alcami Corporation ("Company").

The following documents are attached to this Exhibit and shall be incorporated herein:

APPENDIX I	DESCRIPTION OF SERVICES AND BUDGET
APPENDIX II	PAYMENT SCHEDULE AND TERMS

The Agreement, Exhibit #9 dated effective January 11, 2018 ("Exhibit"), and this Change Order together constitute the entire agreement with respect to the Services to be provided hereunder. In the event an Achaogen purchase order or Company quotation or invoice contains any terms or conditions which are different from those contained in the Agreement, the Exhibit and this Change Order, the terms of the Agreement, Exhibit and this Change Order shall control. In the event of a conflict between any provision of the Agreement, Exhibit and any provision of this Change Order, this Change Order shall control with respect to any inconsistencies over pricing, payments, budgets, pass-through expenses (and any sourcing or handling fees), shipping terms or the description of Services, and the Agreement and Exhibit shall control in all other respects.

All terms and conditions provided in the Agreement and Exhibit executed by the Parties referenced above remain unmodified and in full force and effect except as set forth herein.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

Achaogen, Inc.

DocuSigned by:
Tobin Schilke
063B73AE5438471...

Name: Tobin Schilke

Title: CFO

Date: 4/6/2018

Alcami Corporation

Name: Michael Inscore

Title: Technical Evaluations Specialist II

Date: March 21, 2018

DocuSign Envelope ID: 6FE173F0-F128-4E87-8A6A-590AC9EBC92C

APPENDIX I

Description of Services and Budget

Revision History:

ACHG2207A.1a – ACHG2207A.1: Updates to remove optical rotation testing of drug substance per current JP monograph and method verification for water content per current JP monograph. Updates to perform optical rotation method development for Clavulante Minitablet drug product.

Change in Scope:

Achaogen has requested that Company incorporate the following activities into the scope of work in support of Ceftibuten and Clavulanate in Gelatin capsules, Ceftibuten drug substance, Clavulanate drug substance, Ceftibuten and Clavulanate coated tablets and Clavulante Minitablet drug product:

- Perform semi-quantitative screening of elemental impurities by ICP-MS for one (1) lot of Ceftibuten and one (1) lot of Clavulanate drug substances. Testing will be performed following Company test procedure 67939 with the assumption that microwave digestion will not be required (***Increase $1,560***). Additional samples may be submitted by Achaogen on the per test price as indicated with the assumption that microwave digestion will not be required (*Setup $780, Unit Price $390*).

- Update to remove optical rotation method development and subsequent method validation for one (1) lot of Clavulanate drug substance (***Decrease $12,765***).

- Perform optical rotation method development for one (1) lot of Clavulante Minitablet drug product (***Increase $6,465)***.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX I

Description of Services and Budget

Revision History:

ACHG2207A.1a – ACHG2207A.1: Updates to remove optical rotation testing of drug substance per current JP monograph and method verification for water content per current JP monograph. Updates to perform optical rotation method development for Clavulante Minitablet drug product.

Change in Scope:

Achaogen has requested that Company incorporate the following activities into the scope of work in support of Ceftibuten and Clavulanate in Gelatin capsules, Ceftibuten drug substance, Clavulanate drug substance, Ceftibuten and Clavulanate coated tablets and Clavulante Minitablet drug product:

- Perform semi-quantitative screening of elemental impurities by ICP-MS for one (1) lot of Ceftibuten and one (1) lot of Clavulanate drug substances. Testing will be performed following Company test procedure 67939 with the assumption that microwave digestion will not be required (***Increase $1,560***). Additional samples may be submitted by Achaogen on the per test price as indicated with the assumption that microwave digestion will not be required (*Setup $780, Unit Price $390*).

- Update to remove optical rotation method development and subsequent method validation for one (1) lot of Clavulanate drug substance (***Decrease $12,765***).

- Perform optical rotation method development for one (1) lot of Clavulante Minitablet drug product (***Increase $6,465)***.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX II

Payment Schedule and Terms

The total decrease in price associated with the modifications outlined in this Change Order ACHG2207A.1a is $4,740. This decrease has been incorporated into the following payment schedule, which replaces the payment schedule presented in the Exhibit in its entirety.

REVISED PAYMENT SCHEDULE

Payment	Payment Description	Amount
1.	Completion of Forced Degradation Study	$33,930
2.	Completion of Method Optimization – Dissolution – Gelatin Capsules	$17,130
3.	Completion of Method Evaluation – Water Content – Gelatin Capsules	$3,150
4.	Completion of Method Development – Dissolution – Coated Tablets	$21,165
5.	Completion of Degradation Study – LC-MS	$20,330
6.	Completion of Method Development – Optical Rotation ***(Removed)***	$0
7.	Completion of Method Validation and Issuance of Report – Optical Rotation ***(Removed)***	$0
8.	Completion of Method Development – ICP-MS	$22,200
9.	Completion of Method Validation and Issuance of Report – ICP-MS	$33,795
10.	Completion of Method Optimization – Particle Size Analysis	$8,565
11.	Completion of Routine Testing – ICP-MS Screening ***(New)***	$1,560
12.	Completion of Method Development – Optical rotation - MiniTablets ***(New)***	$6,465
	Total Estimated Cost (Excluding Optional Testing and Pass Through Costs)	**$168,290**
	Completion of Method Development – Water Content – Gelatin Capsules (Optional)	*$5,250*
	Completion of Method Validation and Issuance of Report – Particle Size Analysis (Optional)	*$25,200*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DocuSign Envelope ID: CB4944D3-5E57-4780-A6FE-5E53069DFE3C

EXHIBIT # 10
Dated: January 11, 2018

The services described herein will be provided in accordance with the terms and conditions of the Master Services Agreement dated January 6, 2017 (the "Agreement") between Achaogen, Inc. (hereinafter referred to as "Achaogen") and Alcami Corporation ("Company").

The following documents are attached to this Exhibit and shall be incorporated herein:

APPENDIX I	DESCRIPTION OF SERVICES AND BUDGET
APPENDIX II	PAYMENT SCHEDULE AND TERMS

The Agreement and this Exhibit together constitute the entire agreement with respect to the Services to be provided hereunder. In the event an Achaogen purchase order or Company quotation or invoice contains any terms or conditions which are different from those contained in the Agreement and this Exhibit, the terms of the Agreement and this Exhibit shall control. In the event of a conflict between any provision of the Agreement and any provision of this Exhibit, this Exhibit shall control with respect to any inconsistencies over pricing, payments, budgets, pass-through expenses (and any sourcing or handling fees), shipping terms or the description of Services, and the Agreement shall control in all other respects.

All terms and conditions provided in the Agreement executed by the Parties referenced above remain unmodified and in full force and effect.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

Achaogen, Inc.

DocuSigned by:
Tobin Schilke
063B73AE5438471

Name: Tobin Schilke

Title: CFO

Date: 1/28/2018

Alcami Corporation

Robin Lynge

Name: Robin Lynge

Title: Director, Inside Sales and Business Dev.

Date: January 11, 2018

APPENDIX I

Description of Services and Budget

Objective/Scope:

Achaogen has requested that Company provide method establishment studies for support of Ceftibuten and Clavulanate mini tablets in capsules.

Company's Safety Advisory Team has assigned band 3 (OEL 50-10 µg/m3) safety rating to the Ceftibuten and Clavulanate active pharmaceutical ingredients ("API") and/or drug product.

Summation of Services:

Description:	Timing:[1]	Total Estimated Fees:
Method Development Support Services • HPLC-UV Related Substances Method Optimization and Validation (Includes Forced Degradation) • Assay/Content Unformity Method Optimization	~10 Weeks ~4 Weeks	$55,425 $16,965
Total Estimated Price (Excluding Optional Testing and pass through fees)		**$72,390**

[1]Timing is to be confirmed upon acceptance of the Exhibit, receipt of materials and approval of study plan.

Description of Services:

I. **Method Optimization and Validation:**

HPLC-UV Related Substances:

Company will evaluate and optimize Achaogen's HPLC-UV Related Substances method for Ceftibuten and Clavulanate capsules. Upon successful completion of method optimization activities, Company will validate the method per ICH guidelines. Method validation will include eight (8) impurities and forced degradation studies. Method validation activities will be performed according to protocol generated by Company and approved by both Company and Achaogen prior to execution.

Method Establishment – HPLC Related Substances	Amount
Method Evaluation/Optimization – HPLC Related Substance	$21,000
Method Validation – HPLC Related Substance (Includes Forced Degradation)	$34,425
Estimated Total:	**$55,425**

Assay and Content Uniformity:

Achaogen has requested that Company perform method optimization for one (1) lot of Ceftibuten and Clavulanate in Gelatin capsules on dissolution method from Section I.C.

Method Establishment – Assay/Content Uniformity	Amount
Method Optimization – Assay / Content Uniformity	$16,965

APPENDIX I

Description of Services and Budget

Objective/Scope:

Achaogen has requested that Company provide method establishment studies for support of Ceftibuten and Clavulanate mini tablets in capsules.

Company's Safety Advisory Team has assigned band 3 (OEL 50-10 µg/m3) safety rating to the Ceftibuten and Clavulanate active pharmaceutical ingredients ("API") and/or drug product.

Summation of Services:

Description:	Timing:[1]	Total Estimated Fees:
Method Development Support Services • HPLC-UV Related Substances Method Optimization and Validation (Includes Forced Degradation) • Assay/Content Unformity Method Optimization	~10 Weeks ~4 Weeks	$55,425 $16,965
Total Estimated Price (Excluding Optional Testing and pass through fees)		**$72,390**

[1]Timing is to be confirmed upon acceptance of the Exhibit, receipt of materials and approval of study plan.

Description of Services:

I. **Method Optimization and Validation:**

HPLC-UV Related Substances:

Company will evaluate and optimize Achaogen's HPLC-UV Related Substances method for Ceftibuten and Clavulanate capsules. Upon successful completion of method optimization activities, Company will validate the method per ICH guidelines. Method validation will include eight (8) impurities and forced degradation studies. Method validation activities will be performed according to protocol generated by Company and approved by both Company and Achaogen prior to execution.

Method Establishment – HPLC Related Substances	Amount
Method Evaluation/Optimization – HPLC Related Substance	$21,000
Method Validation – HPLC Related Substance (Includes Forced Degradation)	$34,425
Estimated Total:	**$55,425**

Assay and Content Uniformity:

Achaogen has requested that Company perform method optimization for one (1) lot of Ceftibuten and Clavulanate in Gelatin capsules on dissolution method from Section I.C.

Method Establishment – Assay/Content Uniformity	Amount
Method Optimization – Assay / Content Uniformity	$16,965

Turnaround Time (TAT): Turnaround time is based upon receipt of signed Proposal, materials and signed protocol(s) if applicable. The standard and applicable expedited TATs for the testing in this proposal is outlined below. Please contact your project manager two weeks in advance for any submission to ensure your requested turnaround time can be met.

Test	Standard TAT	Expedited TAT (50% Surcharge)	Expedited TAT (100% Surcharge)
Method Evaluation/Optimization	2 weeks	1 week	N/A
Method Validation	6 weeks	4 weeks	3 weeks

II. Project Management

Company will assign a Project Manager to track projects, generate and maintain project timelines, communicate project progress, and facilitate team meetings. Teleconferences will be held, agenda and meeting minutes prepared and distributed as needed between the project team and Achaogen. The Project Manager will provide communication via email or phone to Achaogen updating the progress on any projects in-process.

III. Project Requirements

Achaogen will:

- Provide sufficient quantities of sample(s), each accompanied by a Material Safety Data Sheet ("MSDS"), to perform the activities outlined in this Exhibit.
- Approve all test procedures and/or protocols, as applicable, prior to execution.

Company will:

- Source all other required materials (example: standards, columns, etc.) on behalf of Achaogen for the activities outlined herein. Such items will be invoiced to Achaogen at vendor cost plus 10%.

This Exhibit is based on the information available and Company's experience with the procedures involved. Company reserves the right to revise this Exhibit should the scope of the project change. Any changes in the scope or the nature of the work covered by this Exhibit must be mutually agreed to and confirmed by a written Change Order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX II

Payment Schedule and Terms

Note that execution of this Exhibit by Achaogen and Company obligates Achaogen to payment for any activities performed by Company at Achaogen's direction prior to expiration or termination of this Exhibit.

PAYMENT SCHEDULE

Payment	Payment Description	Amount
1.	Completion of Method Evaluation/Optimization – HPLC Related Substances	$21,000
2.	Completion of Method Validation and Issuance of Report – HPLC Related Substances	$34,425
3.	Completion of Method Optimization – Assay / Content Uniformity	$16,965
	Total Estimated Cost (Excluding Optional Testing and Pass Through Costs)	**$72,390**

Additional Service Items	Price
Project specific pass through expenses and shipping fees	Cost of items plus 10%
Revisions to final test reports, if not due to Company error	$210 per hour
Laboratory Investigations, if not due to Company error	$210 per hour
Method development/optimization, if required	$210 per hour
Additional stability storage space, if required	$75/ft3/lot/month
Revisions to approved Stability Protocol, if requested	$185 per hour
Raw data	$75 per project

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX II

Payment Schedule and Terms

Note that execution of this Exhibit by Achaogen and Company obligates Achaogen to payment for any activities performed by Company at Achaogen's direction prior to expiration or termination of this Exhibit.

PAYMENT SCHEDULE

Payment	Payment Description	Amount
1.	Completion of Method Evaluation/Optimization – HPLC Related Substances	$21,000
2.	Completion of Method Validation and Issuance of Report – HPLC Related Substances	$34,425
3.	Completion of Method Optimization – Assay / Content Uniformity	$16,965
	Total Estimated Cost (Excluding Optional Testing and Pass Through Costs)	**$72,390**

Additional Service Items	Price
Project specific pass through expenses and shipping fees	Cost of items plus 10%
Revisions to final test reports, if not due to Company error	$210 per hour
Laboratory Investigations, if not due to Company error	$210 per hour
Method development/optimization, if required	$210 per hour
Additional stability storage space, if required	$75/ft3/lot/month
Revisions to approved Stability Protocol, if requested	$185 per hour
Raw data	$75 per project

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]