

COLLABORATION AND LICENSE AGREEMENT

THIS COLLABORATION AND LICENSE AGREEMENT (the "Agreement") is made effective as of the 18th day of December, 2003 ("Effective Date") by and between A [REDACTED] BioPharma Inc., a Delaware corporation of 3200 Walnut Street, Boulder, Colorado 80301 ("Array"), and A [REDACTED] eneca AB, a company incorporated in Sweden under no. 556011-7482 with offices at S-151 85 Södertälje, Sweden ("AZ"). Array and AZ are each referred to herein by name or as a "Party" or, collectively, as "Parties".

RECITALS

A. Array owns certain intellectual property rights and know-how with respect to that certain chemical compound designated as ARRY-142886, and believes that ARRY-142886 has the potential to become an anti-cancer agent with significant worldwide sales.

B. Array desires to collaborate with a pharmaceutical company with oncology research, development and commercialization expertise with the aim of developing and commercializing ARRY-142886 worldwide so as to realize its therapeutic and commercial potential. AZ is a leader in the research and development of pharmaceutical compounds and possesses pharmaceutical research, development and commercialization capabilities, as well as proprietary compounds and technology in the field of cancer treatment.

C. AZ desires to collaborate with Array in the development and commercialization of ARRY-142886 for the treatment of cancer.

D. In addition, Array has an ongoing research program to identify and develop additional small molecule pharmaceutical products, the mechanism of action of which is the direct binding and inhibition of MEK, for the treatment of cancer, and has developed and continues to develop certain novel, proprietary compounds and technology in this field. AZ is interested in collaborating with Array to develop the compounds identified by Array, and to develop and commercialize pharmaceutical products directed to MEK in the field of cancer treatment.

Now, therefore, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I - DEFINITIONS

The following terms shall have the following meanings as used in this Agreement:

1.1 **"Abandoned Product"** shall have the meaning ascribed to it in Section 11.3.2.

1.2 **"Affiliate"** shall mean any corporation or other entity which is directly or indirectly controlling, controlled by or under common control with a Party hereto for so long as such control exists. For the purposes of this Section 1.2, "control" shall mean the direct or indirect ownership of at least fifty percent (50%) of the outstanding shares or other voting rights of the subject entity having the power to