As filed with the Securities and Exchange Commission on February 13, 2026.
Registration No. 333-293204

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Amendment No. 1
to
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Generate Biomedicines, Inc.
(Exact name of registrant as specified in its charter)

Delaware	2834	83-1630228
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

101 South Street, Suite 900
Somerville, MA 02143
(888) 469-0055
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Michael Nally
Chief Executive Officer
Generate Biomedicines, Inc.
101 South Street, Suite 900
Somerville, MA 02143
(888) 469-0055
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Stuart M. Cable Joseph C. Theis Stephanie Richards Janet Hsueh Goodwin Procter LLP 100 Northern Avenue Boston, MA 02210 (617) 570-1000	Sean Martin Chief Legal Officer and General Counsel Generate Biomedicines, Inc. 101 South Street, Suite 900 Somerville, MA 02143 (888) 469-0055	Peter N. Handrinos Wesley C. Holmes Samuel P. Niles Latham & Watkins LLP 200 Clarendon Street Boston, MA 02116 (617) 880-4500

Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box: ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This Amendment No. 1 to the Registration Statement on Form S-1 (File No. 333-293204) is being filed solely for the purpose of filing certain exhibits. Accordingly, this Amendment No. 1 consists only of the facing page, this explanatory note, Item 16(a) of Part II of the Registration Statement, the signature page to the Registration Statement and the filed exhibits. The remainder of the Registration Statement is unchanged and has therefore been omitted.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits.

Exhibit Number	Description
1.1*	Form of Underwriting Agreement.
3.1**	Amended and Restated Certificate of Incorporation, as currently in effect.
3.2*	Form of Second Amended and Restated Certificate of Incorporation, to be in effect immediately prior to the completion of this offering.
3.3**	Bylaws, as currently in effect.
3.4*	Form of Amended and Restated Bylaws, to be in effect as of the effectiveness of the registration statement of which this prospectus forms a part.
4.1	Specimen Common Stock Certificate.
4.2**	Warrant to Purchase Common Stock, dated July 10, 2020, by and between the Registrant and Pacific Western Bank.
4.3+	Amended and Restated Investors' Rights Agreement, by and between the Registrant and certain of its stockholders, dated as of May 9, 2023.
5.1*	Opinion of Goodwin Procter LLP.
10.1**#	2019 Equity Incentive Plan, as amended, and form of award agreements thereunder.
10.2*#	Generate Biomedicines, Inc. 2026 Stock Option and Incentive Plan and form of award agreements thereunder.
10.3*#	Generate Biomedicines, Inc. 2026 Employee Stock Purchase Plan.
10.4*#	Form of Indemnification Agreement by and between the Registrant and its director and executive officers.
10.5*#	Senior Executive Cash Incentive Bonus Plan.
10.6*#	Executive Severance Plan.
10.7*#	Non-Employee Director Compensation Policy.
10.8*#	Compensation Recovery Policy.
10.9**†+	Collaboration and License Agreement, by and between the Registrant and Novartis Pharma AG, dated as of September 19, 2024.
10.10**†+	Collaboration Agreement, by and between Amgen Inc. and the Registrant, dated as of August 30, 2021.
10.11†+	License Agreement, by and between Flagship Pioneering Innovations VI, LLC and the Registrant, dated as of December 24, 2021, as amended on October 5, 2022, December 12, 2023, and October 9, 2024.
10.12†+	Licence Agreement, by and between Lonza Sales AG and the Registrant, effective as of July 1, 2023.
10.13**#+	Offer Letter, by and between the Registrant and Gevorg Grigoryan, dated as of September 11, 2018.
10.14**#+	Offer Letter, by and between the Registrant and Jason Silvers, dated as of March 31, 2022.
10.15**†+	Lease, by and between 101 South Street, Owner, LLC, and the Registrant, dated as of June 30, 2021.

Exhibit Number	Description
10.16**+	Lease, by and between IQHQ-4 Corporate, LLC and the Registrant, dated as of October 29, 2021.
10.17†+	Stock Purchase Agreement, by and among the Registrant, Pioneering Medicines 02, Inc. and Pioneering Medicines 02, LLC, dated as of February 4, 2026.
10.18†+	Development and Manufacturing Services Agreement, by and between Lonza Sales AG, Lonza AG and the Registrant, dated as of July 19, 2022.
21.1**	Subsidiaries of Registrant.
23.1**	Consent of Ernst & Young LLP, independent registered public accounting firm.
23.2*	Consent of Goodwin Procter LLP (included in Exhibit 5.1).
24.1**	Power of Attorney.
107**	Filing Fee Table.

* To be filed by amendment.

** Previously filed.

# Indicates a management contract or any compensatory plan, contract or arrangement.

† Certain portions of this document that constitute confidential information have been redacted pursuant to Item 601(b)(10) of Regulation S-K.

\+ Certain exhibits and schedules to these agreements have been omitted pursuant to Item 601(a)(5) and (6) of Regulation S-K. The registrant will furnish copies of any of the exhibits and schedules to the Securities and Exchange Commission upon request.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Somerville, Massachusetts, on the 13th of February, 2026.

GENERATE BIOMEDICINES, INC.

By /s/ Michael Nally
Name: Michael Nally, M.B.A.
Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following person in the capacities and on the date indicated.

Signature	Title	Date
/s/ Michael Nally Michael Nally, M.B.A.	Chief Executive Officer and Director (*Principal Executive Officer*)	February 13, 2026
/s/ Jason Silvers Jason Silvers, M.D., J.D.	President and Chief Financial Officer (*Principal Financial and Accounting Officer*)	February 13, 2026
* Noubar B. Afeyan, Ph.D.	Chair of the Board of Directors	February 13, 2026
* Frances H. Arnold, Ph.D.	Director	February 13, 2026
* Stéphane Bancel, M.B.A.	Director	February 13, 2026
* Marsha H. Fanucci, M.B.A.	Director	February 13, 2026
* Jane L. Mendillo, M.B.A.	Director	February 13, 2026
* Paul Parker, M.B.A.	Director	February 13, 2026
* Nancy A. Simonian, M.D.	Director	February 13, 2026
* Rupert Vessey, B.M. B.Ch., D.Phil., FRCP	Director	February 13, 2026

By /s/ Michael Nally
Name: Michael Nally, M.B.A.
Title: Attorney-in-Fact

ZQ|CERT#|COY|CLS|RGSTRY|ACCT#|TRANSTYPE|RUN#|TRANS#

COMMON STOCK

PAR VALUE $0.001

COMMON STOCK

Generate: Biomedicines

Certificate Number

ZQ00000000

Shares

Generate Biomedicines, Inc.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

SEE REVERSE FOR CERTAIN DEFINITIONS

THIS CERTIFIES THAT

MR. SAMPLE & MRS. SAMPLE &
MR. SAMPLE & MRS. SAMPLE

CUSIP 370920 10 0

is the owner of

ZERO HUNDRED THOUSAND
ZERO HUNDRED AND ZERO*

THIS CERTIFICATE IS TRANSFERABLE IN CITIES DESIGNATED BY THE TRANSFER AGENT, AVAILABLE ONLINE AT www.computershare.com

FULLY-PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF

Generate Biomedicines, Inc. (hereinafter called the "Company"), transferable on the books of the Company in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby, are issued and shall be held subject to all of the provisions of the Certificate of Incorporation, as amended, and the Bylaws, as amended, of the Company (copies of which are on file with the Company and with the Transfer Agent), to all of which each holder, by acceptance hereof, assents. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

Witness the facsimile seal of the Company and the facsimile signatures of its duly authorized officers.

DATED DD-MMM-YYYY

FACSIMILE SIGNATURE TO COME

President

GENERATE BIOMEDICINES, INC. CORPORATE SEAL August 20, 2018 DELAWARE

COUNTERSIGNED AND REGISTERED:
COMPUTERSHARE TRUST COMPANY, N.A.
TRANSFER AGENT AND REGISTRAR,

FACSIMILE SIGNATURE TO COME

Secretary

By _____
AUTHORIZED SIGNATURE

SECURITY INSTRUCTIONS ON REVERSE

1234567

Generate: Biomedicines

PO Box 43004, Providence RI 02940-3004

MR A SAMPLE
DESIGNATION (IF ANY)
ADD 1
ADD 2
ADD 3
ADD 4

CUSIP/IDENTIFIER	XXXXXX XX X
Holder ID	XXXXXXXXXX
Insurance Value	1,000,000.00
Number of Shares	123456
DTC	12345678 12345678901234 5

Certificate Numbers	Num/No.	Denom.	Total
12345678901234567890	1	1	1
12345678901234567890	2	2	2
12345678901234567890	3	3	3
12345678901234567890	4	4	4
12345678901234567890	5	5	5
12345678901234567890	6	6	6
Total Transaction			7

Exhibit 4.3

AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

THIS AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT (the "**Agreement**") is made as of May 9, 2023, by and among Generate Biomedicines, Inc., a Delaware corporation (the "**Company**"), and each of the investors listed on Schedule A hereto (each of which is referred to in this Agreement as an "**Investor**", and together with any subsequent investors, or transferees, who become parties hereto as "Investors" pursuant to Subsection 6.9, the "**Investors**").

RECITALS

WHEREAS, certain of the Investors (the "**Existing Investors**") possess registration rights, information rights, rights of first offer, and other rights pursuant to an Amended and Restated Investors' Rights Agreement, dated as of September 2, 2021, among the Company and such Investors (the "**Prior Agreement**");

WHEREAS, the Existing Investors desire to amend and restate the Prior Agreement in its entirety and to accept the rights created pursuant to this Agreement in lieu of the rights granted to them under the Prior Agreement; and

WHEREAS, concurrently with the execution of this Agreement, the Company and certain of the Investors are entering into a Series C Preferred Stock Purchase Agreement of even date herewith (as the same may be amended and/or restated from time to time, the "**Purchase Agreement**"), pursuant to which such Investors have agreed to purchase shares of Series C Preferred Stock (as defined below).

NOW, THEREFORE, the Company and the Existing Investors hereby agree to amend and restate the Prior Agreement in its entirety as set forth herein, and all of the parties hereto further agree as follows:

1. Definitions. For purposes of this Agreement:

1.1 "**Affiliate**" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation any general partner, managing member, officer, director or trustee of such Person or any venture capital fund, registered investment company or other investment fund now or hereafter existing that is controlled by one or more general partners or managing members of, or investment advisers of, or shares the same management company or investment adviser with, such Person, and for purposes of the definition of "Affiliate," "**control**" means the ability to direct, or cause the direction of, the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

1.2 "**Board**" means the Company's Board of Directors.

1.3 "**Certificate of Incorporation**" means the Company's Amended and Restated Certificate of Incorporation, as amended and/or restated from time to time.

1.4 "**Common Stock**" means shares of the Company's common stock, par value $0.001 per share.

1.5 "**Damages**" means any loss, damage, claim, or liability (joint or several) to which a party hereto may become subject under the Securities Act, the Exchange Act, or other federal or state law, insofar as such loss, damage, claim, or liability (or any action in respect thereof) arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement of the Company, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; (ii) an omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or (iii) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities law.

1.6 "**Derivative Securities**" means any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), Common Stock, including options and warrants.

1.7 "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

1.8 "**Excluded Registration**" means (i) a registration relating to the sale or grant of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, equity incentive or similar plan; (ii) a registration relating to an SEC Rule 145 transaction; (iii) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities; (iv) a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered; or (v) a registration relating to the IPO.

1.9 "**Form S-1**" means such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC.

1.10 "**Form S-3**" means such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC that permits forward incorporation of substantial information by reference to other documents filed by the Company with the SEC.

1.11 "**GAAP**" means generally accepted accounting principles in the United States as in effect from time to time.

1.12 "**Holder**" means any holder of Registrable Securities who is a party to this Agreement.

1.13 "**Immediate Family Member**" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, of a natural person referred to herein.

1.14 "**Initiating Holders**" means, collectively, Holders who properly initiate a registration request under this Agreement.

1.15 "**IPO**" means the Company's first underwritten public offering of its Common Stock under the Securities Act.

1.16 "**Major Investor**" means any Investor that, individually or together with such Investor's Affiliates, holds (i) at least 421,940 shares of Series B Preferred Stock (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification with respect to the Series B Preferred Stock effected after the date hereof) or (ii) at least 421,940 shares of Series C Preferred Stock (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification with respect to the Series C Preferred Stock effected after the date hereof).

1.17 "**New Securities**" means, collectively, equity securities of the Company, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities.

1.18 "**Person**" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

1.19 "**Preferred Director"** means the director of the Company that the holders of record of the shares of Series A Preferred Stock are entitled to elect as a separate class pursuant to the Certificate of Incorporation.

1.20 "**Preferred Stock**" means the Series A Preferred Stock, the Series B Preferred Stock, and the Series C Preferred Stock.

1.21 "**Registrable Securities**" means (i) the Common Stock issuable or issued upon conversion of the Preferred Stock; (ii) the Common Stock held by Flagship VentureLabs VI LLC or any Affiliate thereof as of the date hereof; (iii) any Common Stock, or any Common Stock issued or issuable (directly or indirectly) upon conversion and/or exercise of any other securities of the Company, held by the Investors on the date hereof or acquired by the Investors prior to the IPO; and (iv) any Common Stock issued as (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the shares referenced in clause (i), (ii) and (iii) above; excluding in all cases, however, any Registrable Securities sold by a Person in a transaction in which the applicable rights under this Agreement are not assigned pursuant to Subsection 6.1, and excluding any shares for which registration rights have terminated pursuant to Subsection 2.13 of this Agreement.

1.22 "**Registrable Securities then outstanding**" means the number of shares determined by adding the number of shares of outstanding Common Stock that are Registrable Securities and the number of shares of Common Stock issuable (directly or indirectly) pursuant to then exercisable and/or convertible securities that are Registrable Securities.

1.23 "**Restricted Securities**" means the securities of the Company required to be notated with the legend set forth in Subsection 2.12(b) hereof.

1.24 "**SEC**" means the Securities and Exchange Commission.

1.25 "**SEC Rule 144**" means Rule 144 promulgated by the SEC under the Securities Act.

1.26 "**SEC Rule 145**" means Rule 145 promulgated by the SEC under the Securities Act.

1.27 "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.28 "**Selling Expenses**" means all underwriting discounts, selling commissions, and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any Holder, except for the fees and disbursements of the Selling Holder Counsel borne and paid by the Company as provided in Subsection 2.6.

1.29 "**Series A Preferred Stock**" means the Company's Series A Preferred Stock, par value $0.001 per share.

1.30 "**Series B Preferred Stock**" means the Company's Series B Preferred Stock, par value $0.001 per share.

1.31 **"Series C Preferred Stock**" means the Company's Series C Preferred Stock, par value $0.001 per share.

2. Registration Rights. The Company covenants and agrees as follows:

2.1 Demand Registration.

(a) Form S-1 Demand. If at any time after the earlier of (i) five (5) years after the date of this Agreement or (ii) one hundred eighty (180) days after the effective date of the registration statement for the IPO, the Company receives a request from Holders of a majority of the Registrable Securities then outstanding that the Company file a Form S-1 registration statement for which the anticipated aggregate offering price would exceed $10,000,000, then the Company shall (i) within ten (10) days after the date such request is given, give notice thereof (the "**Demand Notice**") to all Holders other than the Initiating Holders; and (ii) as soon as practicable, and in any event within sixty (60) days after the date such request is given by the Initiating Holders, file a Form S-1 registration statement under the Securities Act covering all Registrable Securities that the Initiating Holders requested to be registered and any additional Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by

each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of Subsection 2.1(c) and Subsection 2.3.

(b) Form S-3 Demand. If at any time when it is eligible to use a Form S-3 registration statement, the Company receives a request from Holders of at least thirty percent (30%) of the Registrable Securities then outstanding that the Company file a Form S-3 registration statement with respect to outstanding Registrable Securities of such Holders having an anticipated aggregate offering price of at least $5,000,000, then the Company shall (i) within ten (10) days after the date such request is given, give a Demand Notice to all Holders other than the Initiating Holders; and (ii) as soon as practicable, and in any event within forty-five (45) days after the date such request is given by the Initiating Holders, file a Form S-3 registration statement under the Securities Act covering all Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of Subsection 2.1(c) and Subsection 2.3.

(c) Notwithstanding the foregoing obligations, if the Company furnishes to Holders requesting a registration pursuant to this Subsection 2.1 a certificate signed by the Company's chief executive officer stating that in the good faith judgment of the Board it would be materially detrimental to the Company and its stockholders for such registration statement to either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act, then the Company shall have the right to defer taking action with respect to such filing, and any time periods with respect to filing or effectiveness thereof shall be tolled correspondingly, for a period of not more than ninety (90) days after the request of the Initiating Holders is given; provided, however, that the Company may not invoke this right more than once in any twelve (12) month period; and provided further that the Company shall not register any securities for its own account or that of any other stockholder during such ninety (90) day period other than an Excluded Registration.

(d) The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Subsection 2.1(a) (i) during the period that is sixty (60) days before the Company's good faith estimate of the date of filing of, and ending on a date that is one hundred eighty (180) days after the effective date of, a Company-initiated registration, provided, that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; (ii) after the Company has effected two registrations pursuant to Subsection 2.1(a); or (iii) if the Initiating Holders propose to dispose of shares of Registrable Securities that may be immediately registered on Form S-3 pursuant to a request made pursuant to Subsection 2.1(b). The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Subsection 2.1(b) (i) during the period that is thirty (30) days before the Company's good faith estimate of the date of filing of, and ending on a date that is ninety (90) days after the effective date of, a Company-initiated registration, provided, that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; or (ii) if the Company has effected two

registrations pursuant to Subsection 2.1(b) within the twelve (12) month period immediately preceding the date of such request. A registration shall not be counted as "effected" for purposes of this Subsection 2.1(d) until such time as the applicable registration statement has been declared effective by the SEC, unless the Initiating Holders withdraw their request for such registration (other than due to the Initiating Holders having learned of a material adverse change in the condition, business or prospects of the Company from that known to the Initiating Holders at the time of their request for registration), elect not to pay the registration expenses therefor, and forfeit their right to one demand registration statement pursuant to Subsection 2.6, in which case such withdrawn registration statement shall be counted as "effected" for purposes of this Subsection 2.1(d); provided, that if such withdrawal is during a period the Company has deferred taking action pursuant to Subsection 2.1(c), then the Initiating Holders may withdraw their request for registration and such registration will not be counted as "effected" for purposes of this Subsection 2.1(d).

2.2 Company Registration. If the Company proposes to register (including, for this purpose, a registration effected by the Company for stockholders other than the Holders) any of its securities under the Securities Act in connection with the public offering of such securities solely for cash (other than in an Excluded Registration), the Company shall, at such time, promptly give each Holder notice of such registration. Upon the request of each Holder given within twenty (20) days after such notice is given by the Company, the Company shall, subject to the provisions of Subsection 2.3, cause to be registered all of the Registrable Securities that each such Holder has requested to be included in such registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Subsection 2.2 before the effective date of such registration, whether or not any Holder has elected to include Registrable Securities in such registration. The expenses (other than Selling Expenses) of such withdrawn registration shall be borne by the Company in accordance with Subsection 2.6.

2.3 Underwriting Requirements.

(a) If, pursuant to Subsection 2.1, the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to Subsection 2.1, and the Company shall include such information in the Demand Notice. The underwriter(s) will be selected by a majority in interest of the Initiating Holders, subject only to the reasonable approval of the Company. In such event, the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company as provided in Subsection 2.4(e)) enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwriting. Notwithstanding any other provision of this Subsection 2.3, if the managing underwriter(s) advise(s) the Initiating Holders in writing that marketing factors require a limitation on the number of shares to be underwritten, then the Initiating Holders shall so advise all Holders of Registrable Securities that otherwise would be underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be allocated among such Holders of Registrable Securities, including the Initiating Holders, in proportion (as nearly as practicable) to the number of Registrable Securities owned by each Holder or in such other proportion as shall

mutually be agreed to by all such selling Holders; provided, however, that the number of Registrable Securities held by the Holders to be included in such underwriting shall not be reduced unless all other securities are first entirely excluded from the underwriting. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest one hundred (100) shares.

(b) In connection with any offering involving an underwriting of shares of the Company's capital stock pursuant to Subsection 2.2, the Company shall not be required to include any of the Holders' Registrable Securities in such underwriting unless the Holders accept the terms of the underwriting as agreed upon between the Company and its underwriters, and then only in such quantity as the underwriters in their sole discretion determine will not jeopardize the success of the offering by the Company. If the total number of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the number of securities to be sold (other than by the Company) that the underwriters in their reasonable discretion determine is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters and the Company in their sole discretion determine will not jeopardize the success of the offering. If the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such offering, then the Registrable Securities that are included in such offering shall be allocated among the selling Holders in proportion (as nearly as practicable to) the number of Registrable Securities owned by each selling Holder or in such other proportions as shall mutually be agreed to by all such selling Holders. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest 100 shares. Notwithstanding the foregoing, in no event shall (i) the number of Registrable Securities included in the offering be reduced unless all other securities (other than securities to be sold by the Company) are first entirely excluded from the offering, or (ii) the number of Registrable Securities included in the offering be reduced below thirty percent (30%) of the total number of securities included in such offering, unless such offering is the IPO, in which case the selling Holders may be excluded further if the underwriters make the determination described above and no other stockholder's securities are included in such offering. For purposes of the provision in this Subsection 2.3(b) concerning apportionment, for any selling Holder that is a partnership, limited liability company, or corporation, the partners, members, retired partners, retired members, stockholders, and Affiliates of such Holder, or the estates and Immediate Family Members of any such partners, retired partners, members, and retired members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "selling Holder," and any pro rata reduction with respect to such "selling Holder" shall be based upon the aggregate number of Registrable Securities owned by all Persons included in such "selling Holder," as defined in this sentence.

(c) For purposes of Subsection 2.1, a registration shall not be counted as "effected" if, as a result of an exercise of the underwriter's cutback provisions in Subsection 2.3(a), fewer than fifty percent (50%) of the total number of Registrable Securities that Holders have requested to be included in such registration statement are actually included.

2.4 Obligations of the Company. Whenever required under this Section 2 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such registration statement to become effective and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to one hundred twenty (120) days or, if earlier, until the distribution contemplated in the registration statement has been completed; provided, however, that (i) such one hundred twenty (120) day period shall be extended for a period of time equal to the period the Holder refrains, at the request of an underwriter of Common Stock (or other securities) of the Company, from selling any securities included in such registration, and (ii) in the case of any registration of Registrable Securities on Form S-3 that are intended to be offered on a continuous or delayed basis, subject to compliance with applicable SEC rules, such one hundred twenty (120) day period shall be extended, if necessary, to keep the registration statement effective until all such Registrable Securities are sold;

(b) prepare and file with the SEC such amendments and supplements to such registration statement, and the prospectus used in connection with such registration statement, as may be necessary to comply with the Securities Act in order to enable the disposition of all securities covered by such registration statement;

(c) furnish to the selling Holders such numbers of copies of a prospectus, including a preliminary prospectus, as required by the Securities Act, and such other documents as the Holders may reasonably request in order to facilitate their disposition of their Registrable Securities;

(d) use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or blue-sky laws of such jurisdictions as shall be reasonably requested by the selling Holders; provided that the Company shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(e) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the underwriter(s) of such offering;

(f) use its commercially reasonable efforts to cause all such Registrable Securities covered by such registration statement to be listed on a national securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by the Company are then listed;

(g) provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(h) promptly make available for inspection by the selling Holders, any managing underwriter(s) participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the selling Holders, all financial and other records, pertinent corporate documents, and properties of the Company, and cause the Company's officers, directors, employees, and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant, or agent, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith;

(i) notify each selling Holder, promptly after the Company receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any prospectus forming a part of such registration statement has been filed; and

(j) after such registration statement becomes effective, notify each selling Holder of any request by the SEC that the Company amend or supplement such registration statement or prospectus.

In addition, the Company shall ensure that, at all times after any registration statement covering a public offering of securities of the Company under the Securities Act shall have become effective, its insider trading policy shall provide that the Company's directors may implement a trading program under Rule 10b5-1 of the Exchange Act.

2.5 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as is reasonably required to effect the registration of such Holder's Registrable Securities.

2.6 Expenses of Registration. All expenses (other than Selling Expenses) incurred in connection with registrations, filings, or qualifications pursuant to Section 2, including all registration, filing, and qualification fees; printers' and accounting fees; fees and disbursements of counsel for the Company; and the reasonable fees and disbursements of one counsel for the selling Holders selected by the Holders of a majority of the Registrable Securities to be registered ("**Selling Holder Counsel**"), shall be borne and paid by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Subsection 2.1 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all selling Holders shall bear such expenses pro rata based upon the number of Registrable Securities that were to be included in the withdrawn registration), unless the Holders of a majority of the Registrable Securities agree to forfeit their right to one registration pursuant to Subsection 2.1(a) or Subsection 2.1(b), as the case may be; provided further that if, at the time of such withdrawal, the Holders shall have learned of a material adverse change in the condition, business, or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness after learning of such information then the Holders shall not be required to pay any of such expenses and shall not forfeit their right to one registration

pursuant to Subsection 2.1(a) or Subsection 2.1(b). All Selling Expenses relating to Registrable Securities registered pursuant to this Section 2 shall be borne and paid by the Holders pro rata on the basis of the number of Registrable Securities registered on their behalf.

2.7 Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any registration pursuant to this Agreement as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

2.8 Indemnification. If any Registrable Securities are included in a registration statement under this Section 2:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each selling Holder, and the partners, members, officers, directors, and stockholders of each such Holder; legal counsel and accountants for each such Holder; any underwriter (as defined in the Securities Act) for each such Holder; and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any Damages, and the Company will pay to each such Holder, underwriter, controlling Person, or other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Subsection 2.8(a) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable for any Damages to the extent that they arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of any such Holder, underwriter, controlling Person, or other aforementioned Person expressly for use in connection with such registration.

(b) To the extent permitted by law, each selling Holder, severally and not jointly, will indemnify and hold harmless the Company, and each of its directors, each of its officers who has signed the registration statement, each Person (if any), who controls the Company within the meaning of the Securities Act, legal counsel and accountants for the Company, any underwriter (as defined in the Securities Act), any other Holder selling securities in such registration statement, and any controlling Person of any such underwriter or other Holder, against any Damages, in each case only to the extent that such Damages arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of such selling Holder expressly for use in connection with such registration; and each such selling Holder will pay to the Company and each other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Subsection 2.8(b) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided further that in no event shall the aggregate amounts payable by any Holder by way of indemnity or contribution under Subsections 2.8(b) and 2.8(d) exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of fraud or willful misconduct by such Holder.

(c) Promptly after receipt by an indemnified party under this Subsection 2.8 of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Subsection 2.8, give the indemnifying party notice of the commencement thereof. The indemnifying party shall have the right to participate in such action and, to the extent the indemnifying party so desires, participate jointly with any other indemnifying party to which notice has been given, and to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such action. The failure to give notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this Subsection 2.8, to the extent that such failure materially prejudices the indemnifying party's ability to defend such action. The failure to give notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Subsection 2.8.

(d) To provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any party otherwise entitled to indemnification hereunder makes a claim for indemnification pursuant to this Subsection 2.8 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case, notwithstanding the fact that this Subsection 2.8 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any party hereto for which indemnification is provided under this Subsection 2.8, then, and in each such case, such parties will contribute to the aggregate losses, claims, damages, liabilities, or expenses to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions, or other actions that resulted in such loss, claim, damage, liability, or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact, or the omission or alleged omission of a material fact, relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case, (x) no Holder will be required to contribute any amount in excess of the public offering price of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement, and (y) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; and provided further that in no event shall a Holder's liability pursuant to this Subsection 2.8(d), when combined with the amounts paid or payable by such Holder pursuant to Subsection 2.8(b), exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of willful misconduct or fraud by such Holder.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(f) Unless otherwise superseded by an underwriting agreement entered into in connection with the underwritten public offering, the obligations of the Company and Holders under this Subsection 2.8 shall survive the completion of any offering of Registrable Securities in a registration under this Section 2, and otherwise shall survive the termination of this Agreement.

2.9 Reports Under Exchange Act. With a view to making available to the Holders the benefits of SEC Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company shall:

(a) make and keep available adequate current public information, as those terms are understood and defined in SEC Rule 144, at all times after the effective date of the registration statement filed by the Company for the IPO;

(b) use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after the Company has become subject to such reporting requirements); and

(c) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) to the extent accurate, a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144 (at any time after ninety (90) days after the effective date of the registration statement filed by the Company for the IPO), the Securities Act, and the Exchange Act (at any time after the Company has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after the Company so qualifies); (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company; and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration (at any time after the Company has become subject to the reporting requirements under the Exchange Act) or pursuant to Form S-3 (at any time after the Company so qualifies to use such form).

2.10 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of a majority of the Registrable Securities then outstanding, enter into any agreement with any holder or prospective holder of any securities of the Company that would (i) provide to such holder or prospective holder the right to include securities in any registration on other than either a pro rata basis with respect to the Registrable Securities or on a subordinate basis after all Holders have had the opportunity to include in the registration and offering all shares of Registrable Securities that they wish to so include or (ii) allow such holder or prospective holder to initiate a demand for registration of any securities held by such holder or prospective holder; provided that this limitation shall not apply to Registrable Securities acquired by any additional Investor who becomes a party to this Agreement in accordance with Subsection 6.9.

2.11 "Market Stand-off" Agreement. Each Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the IPO and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days plus such additional period up to eighteen (18) additional days as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (1) the publication or other distribution of research reports and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2241 or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto, without the consent of the Holders of a majority of the Registrable Securities), (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock held immediately before the effective date of the registration statement for such offering or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The foregoing provisions of this Subsection 2.11 shall apply only to the IPO, shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement for such IPO, and shall be applicable to the Holders only if all officers and directors are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than five percent (5%) of the outstanding Common Stock (after giving effect to conversion into Common Stock of all outstanding shares of Preferred Stock). The underwriters in connection with such registration are intended third party beneficiaries of this Subsection 2.11 and shall have the right, power, and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Subsection 2.11 or that are necessary to give further effect thereto.

2.12 Restrictions on Transfer.

(a) The Preferred Stock and the Registrable Securities shall not be sold, pledged, or otherwise transferred in violation of this Agreement, and the Company shall not recognize and shall issue stop-transfer instructions to its transfer agent with respect to any such

sale, pledge, or transfer, except upon the conditions specified in this Agreement, which conditions are intended to ensure compliance with the provisions of the Securities Act. A transferring Holder will cause any proposed purchaser, pledgee, or transferee of the Preferred Stock and the Registrable Securities held by such Holder to agree to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement.

(b) Each certificate, instrument or book entry representing (i) the Preferred Stock, (ii) the Registrable Securities, and (iii) any other securities issued in respect of the securities referenced in clauses (i) and (ii), upon any stock split, stock dividend, recapitalization, merger, consolidation, or similar event, shall (unless otherwise permitted by the provisions of Subsection 2.12(c)) be notated with a legend substantially in the following form:

> THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SHARES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.
>
> THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

The Holders consent to the Company making a notation in its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer set forth in this Subsection 2.12.

(c) The holder of such Restricted Securities, by acceptance of ownership thereof, agrees to comply in all respects with the provisions of this Section 2. Before any proposed sale, pledge, or transfer of any Restricted Securities, unless there is in effect a registration statement under the Securities Act covering the proposed transaction, the Holder thereof shall give notice to the Company of such Holder's intention to effect such sale, pledge, or transfer. Each such notice shall describe the manner and circumstances of the proposed sale, pledge, or transfer in sufficient detail and, if reasonably requested by the Company, shall be accompanied at such Holder's expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall, be reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transaction may be effected without registration under the Securities Act; (ii) a "no action" letter from the SEC to the effect that the proposed sale, pledge, or transfer of such Restricted Securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto; or (iii) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed sale, pledge, or transfer of the Restricted Securities may be effected without registration under the Securities Act, whereupon the Holder of such Restricted Securities shall be entitled to sell, pledge, or transfer such Restricted Securities in accordance with the terms of the notice given by the Holder to the Company. The Company will not require such a legal opinion or "no action" letter (x) in any transaction in compliance with SEC

Rule 144 or (y) in any transaction in which such Holder distributes Restricted Securities to an Affiliate of such Holder for no consideration; provided that each transferee agrees in writing to be subject to the terms of this Subsection 2.12. Each certificate, instrument or book entry representing the Restricted Securities transferred as above provided shall be notated with, except if such transfer is made pursuant to SEC Rule 144, the appropriate restrictive legend set forth in Subsection 2.12(b), except that such certificate, instrument or book entry shall not be notated with such restrictive legend if, in the opinion of counsel for such Holder and the Company, such legend is not required in order to establish compliance with any provisions of the Securities Act.

2.13 Termination of Registration Rights. The right of any Holder to request registration or inclusion of Registrable Securities in any registration pursuant to Subsection 2.1 or Subsection 2.2 shall terminate, and any shares held by a Holder shall cease to be Registrable Securities (and, for the avoidance of doubt, all rights to receive any notices hereunder or to vote, consent to, waive or otherwise exercise any rights with respect to any amendment, consent, waiver or other right hereunder shall terminate), upon the earliest to occur of:

(a) immediately before the closing of a Deemed Liquidation Event, as such term is defined in the Certificate of Incorporation;

(b) such time after consummation of the IPO as SEC Rule 144 or another similar exemption under the Securities Act is available for the sale of all of such Holder's shares without limitation during a three-month period without registration; and

(c) the fifth (5^{th}) anniversary of the IPO.

3. Information Rights.

3.1 Delivery of Financial Statements. The Company shall deliver to each Major Investor, provided that the Board has not reasonably determined that such Major Investor is (or, in the case of a Major Investor that is an individual, is employed by or serves as a consultant to) a competitor of the Company:

(a) as soon as practicable, but in any event within one hundred twenty (120) days after the end of each fiscal year of the Company (or such later time as the Board, including the Preferred Director, may determine), (i) a balance sheet as of the end of such year, (ii) statements of income and of cash flows for such year, and a comparison between (x) the actual amounts as of and for such fiscal year and (y) the comparable amounts for the prior year and as included in the Budget (as defined in Subsection 3.1(c)) for such year, with an explanation of any material differences between such amounts and a schedule as to the sources and applications of funds for such year, and (iii) a statement of stockholders' equity as of the end of such year, all such financial statements audited and certified by independent public accountants selected by the Company and approved by the Board, including the Preferred Director (provided that such audit requirement may be waived by the Board, including the Preferred Director);

(b) as soon as practicable, but in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Company (or such later time as the Board, including the Preferred Director, may determine), unaudited statements of income and of cash flows for such fiscal quarter, and an unaudited balance sheet as of the end of such

fiscal quarter, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP); and

(c) as soon as practicable, but in any event within thirty (30) days after the beginning of each fiscal year (or such later time as the Board, including the Preferred Director, may determine), a budget for such fiscal year (collectively, the "**Budget**"), approved by the Board and prepared on a quarterly basis, including balance sheets, income statements, and statements of cash flow for such months and, promptly after prepared, any other budgets or revised budgets prepared by the Company.

If, for any period, the Company has any subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated subsidiaries.

Notwithstanding anything else in this Subsection 3.1 to the contrary, the Company may cease providing the information set forth in this Subsection 3.1 during the period starting with the date sixty (60) days before the Company's good-faith estimate of the date of filing of a registration statement if it reasonably concludes it must do so to comply with the SEC rules applicable to such registration statement and related offering; provided that the Company's covenants under this Subsection 3.1 shall be reinstated at such time as the Company is no longer actively employing its commercially reasonable efforts to cause such registration statement to become effective.

3.2 Inspection. The Company shall permit each Major Investor (provided that the Board has not reasonably determined that such Major Investor is, or, in the case of a Major Investor that is an individual, is employed by or serves as a consultant to, a competitor of the Company), at such Major Investor's expense, to visit and inspect the Company's properties; examine its books of account and records; and discuss the Company's affairs, finances, and accounts with its officers, during normal business hours of the Company as may be reasonably requested by the Major Investor; provided, however, that the Company shall not be obligated pursuant to this Subsection 3.2 to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form acceptable to the Company) or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

3.3 Termination of Information Rights. The covenants set forth in Subsections 3.1 and 3.2 shall terminate and be of no further force or effect (i) immediately before the consummation of the IPO, (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (iii) immediately before a Deemed Liquidation Event, as such term is defined in the Certificate of Incorporation, whichever event occurs first.

3.4 Confidentiality. Each Investor agrees that such Investor will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement (including notice of the Company's intention to file a registration statement or any information provided in connection with a request for a waiver under or an amendment of any term of this Agreement), unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Subsection 3.4 by such Investor), (b) is or has been independently developed or conceived by such Investor without use of the Company's confidential information, or (c) is or has been made known or disclosed to such Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that an Investor may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any prospective purchaser of any Registrable Securities from such Investor, if such prospective purchaser agrees to be bound by the provisions of this Subsection 3.4; (iii) to any existing or prospective Affiliate, partner, member, stockholder, or wholly owned subsidiary of such Investor in the ordinary course of business, provided that such Investor informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information; or (iv) as may otherwise be required by law, regulation, rule, court order or subpoena, provided that such Investor promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

4. Rights to Future Stock Issuances.

4.1 Right of First Offer. Subject to the terms and conditions of this Subsection 4.1 and applicable securities laws, if the Company proposes to offer or sell any New Securities, the Company shall first offer such New Securities to each Major Investor. A Major Investor shall be entitled to apportion the right of first offer hereby granted to it among itself and its Affiliates in such proportions as it deems appropriate; provided that each such Affiliate agrees to enter into this Agreement, the Amended and Restated Voting Agreement of even date herewith among the Company, the Investors and the other parties named therein, as the same may be amended and/or restated from time to time, and the Amended and Restated Right of First Refusal and Co-Sale Agreement of even date herewith among the Company, certain of the Investors and the other parties named therein, as the same may be amended and/or restated from time to time, as an "**Investor**" under each such agreement.

(a) The Company shall give notice (the "**Offer Notice**") to each Major Investor, stating (i) its bona fide intention to offer such New Securities, (ii) the number of such New Securities to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such New Securities.

(b) By notification to the Company within twenty (20) days after the Offer Notice is given, each Major Investor may elect to purchase or otherwise acquire, at the price and on the terms specified in the Offer Notice, up to that portion of such New Securities which equals the proportion that the Common Stock issued and held, or issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of the Preferred Stock and any other Derivative Securities then held, by such Major Investor bears to the total Common Stock of the Company

then outstanding (assuming full conversion and/or exercise, as applicable, of all Preferred Stock and any other Derivative Securities then outstanding). At the expiration of such twenty (20) day period, the Company shall promptly notify each Major Investor that elects to purchase or acquire all the shares available to it (each, a "**Fully Exercising Investor**") of any other Major Investor's failure to do likewise. During the ten (10) day period commencing after the Company has given such notice, each Fully Exercising Investor may, by giving notice to the Company, elect to purchase or acquire, in addition to the number of shares specified above, up to that portion of the New Securities for which Major Investors were entitled to subscribe but that were not subscribed for by the Major Investors which is equal to the proportion that the Common Stock issued and held, or issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of Preferred Stock and any other Derivative Securities then held, by such Fully Exercising Investor bears to the Common Stock issued and held, or issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of the Preferred Stock and any other Derivative Securities then held, by all Fully Exercising Investors who wish to purchase such unsubscribed shares. The closing of any sale pursuant to this Subsection 4.1(b) shall occur within the later of ninety (90) days of the date that the Offer Notice is given and the date of initial sale of New Securities pursuant to Subsection 4.1(c).

(c) If all New Securities referred to in the Offer Notice are not elected to be purchased or acquired as provided in Subsection 4.1(b), the Company may, during the ninety (90) day period following the expiration of the periods provided in Subsection 4.1(b), offer and sell the remaining unsubscribed portion of such New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice. If the Company does not enter into an agreement for the sale of the New Securities within such period, or if such agreement is not consummated within thirty (30) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such New Securities shall not be offered unless first reoffered to the Major Investors in accordance with this Subsection 4.1.

(d) The right of first offer in this Subsection 4.1 shall not be applicable to (i) Exempted Securities (as defined in the Certificate of Incorporation); (ii) shares of Common Stock issued in the IPO; or (iii) shares of Series C Preferred Stock issued pursuant to the Purchase Agreement.

(e) In the event that the rights of a Major Investor to purchase New Securities under this Subsection 4.1 are waived with respect to a particular offering of New Securities without such Major Investor's prior written consent (a "**Waived Investor**") and any Major Investor that participated in waiving such rights (a "**Waiving Investor**") actually purchases New Securities in such offering, then the Company shall grant, and hereby grants, each Waived Investor the right to purchase, on substantially similar economic terms as such Waiving Investor(s) in a subsequent closing, the same percentage of its full pro rata share (and up to its full pro rata share) of such New Securities as the highest percentage of any such purchasing Waiving Investor.

4.2 Termination. The covenants set forth in Subsection 4.1 shall terminate and be of no further force or effect (a) immediately before the consummation of the IPO, (b) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (c) immediately before a Deemed Liquidation Event, as such term is defined in the Certificate of Incorporation, whichever event occurs first.

5. Additional Covenants.

5.1 Qualified Small Business Stock. The Company shall use commercially reasonable efforts to cause the shares of Preferred Stock issued by the Company before the date of the Initial Closing, as well as any shares into which such shares are converted, within the meaning of Section 1202(f) of the Internal Revenue Code (the "**Code**"), to constitute "qualified small business stock" as defined in Section 1202(c) of the Code; provided, however, that such requirement shall not be applicable if the Board determines, in its good-faith business judgment, that such qualification is inconsistent with the best interests of the Company. The Company shall submit to its stockholders (including the Investors) and to the Internal Revenue Service any reports that may be required under Section 1202(d)(1)(C) of the Code and the regulations promulgated thereunder. In addition, within twenty (20) business days after any Investor's written request therefor, the Company shall, at its option, either (i) deliver to such Investor a written statement indicating whether (and what portion of) such Investor's interest in the Company constitutes "qualified small business stock" as defined in Section 1202(c) of the Code or (ii) deliver to such Investor such factual information in the Company's possession as is reasonably necessary to enable such Investor to determine whether (and what portion of) such Investor's interest in the Company constitutes "qualified small business stock" as defined in Section 1202(c) of the Code.

5.2 Matters Requiring Preferred Director Approval. So long as the holders of Series A Preferred Stock are entitled, as a separate class, to elect the Preferred Director, the Company hereby covenants and agrees with the Investors that it shall not, without approval of the Board, which approval must include the affirmative vote of the Preferred Director:

(a) make, or permit any subsidiary to make, any loan or advance to, or own any stock or other securities of, any subsidiary or other corporation, partnership, or other entity unless it is wholly owned by the Company;

(b) make, or permit any subsidiary to make, any loan or advance to any Person, including, without limitation, any employee or director of the Company or any subsidiary, except advances and similar expenditures in the ordinary course of business or under the terms of an employee stock or option plan approved by the Board, including the Preferred Director;

(c) guarantee, directly or indirectly, or permit any subsidiary to guarantee, directly or indirectly, any indebtedness except for trade accounts of the Company or any subsidiary arising in the ordinary course of business;

(d) make any investment inconsistent with any investment policy approved by the Board;

(e) incur any aggregate indebtedness in excess of $100,000 that is not already included in a budget approved by the Board, other than trade credit incurred in the ordinary course of business;

(f) otherwise enter into or be a party to any transaction with any director, officer, or employee of the Company or any "associate" (as defined in Rule 12b-2 promulgated under the Exchange Act) of any such Person, except for transactions contemplated by this Agreement and the Purchase Agreement, transactions resulting in payments to or by the Company in an aggregate amount less than $100,000 per year, or transactions made in the ordinary course of business and pursuant to reasonable requirements of the Company's business and upon fair and reasonable terms that are approved by a majority of the Board;

(g) hire, terminate, or change the compensation of the executive officers or any other employees that report directly to the Chief Executive Officer or the Chief Operating Officer of the Company, including approving any option grants or stock awards to such executive officers or employees;

(h) change the principal business of the Company, enter new lines of business, or exit the current line of business;

(i) sell, assign, license, pledge, or encumber material technology or intellectual property, other than licenses granted in the ordinary course of business;

(j) increase the shares of Common Stock reserved for issuance under the Company's 2019 Equity Incentive Plan or adopt any other equity incentive plan; or

(k) enter into any corporate strategic relationship involving the payment, contribution, or assignment by the Company or to the Company of money or assets greater than $100,000.

5.3 Board Matters. The Company shall reimburse the nonemployee directors for all reasonable out-of-pocket travel expenses incurred (consistent with the Company's travel policy) in connection with attending meetings of the Board. The Company shall cause to be established, as soon as practicable after request of the Board, including the Preferred Director, and will maintain, an audit and compensation committee, each of which shall consist solely of non-management directors. Each committee of the Board shall include the Preferred Director unless the Preferred Director otherwise notifies the Company in writing.

5.4 Successor Indemnification. If the Company or any of its successors or assignees consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger, then to the extent necessary, proper provision shall be made so that the successors and assignees of the Company assume the obligations of the Company with respect to indemnification of members of the Board as in effect immediately before such transaction, whether such obligations are contained in the Company's Bylaws, the Certificate of Incorporation, or elsewhere, as the case may be.

5.5 Indemnification Matters. The Company hereby acknowledges that one (1) or more of the directors nominated to serve on the Board of Directors by the Investors (each an "**Investor Director**") may have certain rights to indemnification, advancement of expenses and/or insurance provided by one or more of the Investors and certain of their Affiliates (collectively, the "**Investor Indemnitors**"). The Company hereby agrees (a) that it is the indemnitor of first resort (*i.e.*, its obligations to any such Investor Director are primary and any obligation of the Investor Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such Investor Director are secondary), (b) that it shall be required to advance the full amount of expenses incurred by such Investor Director and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement by or on behalf of any such Investor Director to the extent legally permitted and as required by the Company's Certificate of Incorporation or Bylaws of the Company (or any agreement between the Company and such Investor Director), without regard to any rights such Investor Director may have against the Investor Indemnitors, and, (c) that it irrevocably waives, relinquishes and releases the Investor Indemnitors from any and all claims against the Investor Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Investor Indemnitors on behalf of any such Investor Director with respect to any claim for which such Investor Director has sought indemnification from the Company shall affect the foregoing and the Investor Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Investor Director against the Company. The Investor Directors and the Investor Indemnitors are intended third-party beneficiaries of this Subsection 5.5 and shall have the right, power and authority to enforce the provisions of this Subsection 5.5 as though they were a party to this Agreement.

5.6 Right to Conduct Activities. The Company hereby agrees and acknowledges that certain of the Investors are in the business of venture capital, private equity and hedge fund investing and that such Investors (together with their Affiliates) review the business plans and related proprietary information of many enterprises, some of which may compete directly or indirectly with the Company's business (as currently conducted or as currently propose to be conducted). The Company hereby agrees that, to the extent permitted under applicable law, such Investors (and their Affiliates) shall not be liable to the Company for any claim arising out of, or based upon, (i) the investment by such Investors (or their Affiliates) in any entity competitive with the Company, or (ii) actions taken by any partner, officer or other representative of such Investors (or their Affiliates) to assist any such competitive company, whether or not such action was taken as a member of the board of directors of such competitive company or otherwise, and whether or not such action has a detrimental effect on the Company; provided, however, that the foregoing shall not relieve (x) any of the Investors from liability associated with the unauthorized disclosure of the Company's confidential information obtained pursuant to this Agreement, or (y) any director or officer of the Company from any liability associated with his or her fiduciary duties to the Company.

5.7 FCPA. The Company agrees that it shall not (and shall not permit any of its subsidiaries or controlled affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents to) promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, to any third party, including any "foreign official" (as such term is defined in the U.S. Foreign Corrupt Practices Act

of 1977, as amended (the "**FCPA**")), in each case, in violation of the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anticorruption law. The Company further agrees that it shall (and shall cause each of its subsidiaries and controlled affiliates to) cease all of its or their respective activities, as well as remediate any actions taken by the Company, its subsidiaries or controlled affiliates, or any of their respective directors, officers, managers, employees, independent contractors, representatives or agents in violation of the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. The Company further agrees that it shall (and shall cause each of its subsidiaries and controlled affiliates to) maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. Upon request, the Company agrees to provide responsive information and/or certifications concerning its compliance with applicable anti-corruption laws. The Company shall, and shall cause any direct or indirect subsidiary or entity controlled by it, whether now in existence or formed in the future, to comply with the FCPA. The Company shall use its best efforts to cause any direct or indirect subsidiary, whether now in existence or formed in the future, to comply in all material respects with all applicable laws.

5.8 Termination of Covenants. The covenants set forth in this Section 5, except for Subsection 5.4 and Subsection 5.5, shall terminate and be of no further force or effect (i) immediately before the consummation of the IPO, (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (iii) immediately before a Deemed Liquidation Event, as such term is defined in the Certificate of Incorporation, whichever event occurs first.

6. Miscellaneous.

6.1 Successors and Assigns. The rights under this Agreement may be assigned (but only with all related obligations) by a Holder to a transferee of Registrable Securities that (i) is an Affiliate of a Holder; (ii) is a Holder's Immediate Family Member or trust for the benefit of an individual Holder or one or more of such Holder's Immediate Family Members; or (iii) after such transfer, holds at least 100,000 shares of Registrable Securities (subject to appropriate adjustment for stock splits, stock dividends, combinations, and other recapitalizations); provided, however, that (x) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee and the Registrable Securities with respect to which such rights are being transferred; and (y) such transferee agrees in a written instrument delivered to the Company to be bound by and subject to the terms and conditions of this Agreement, including the provisions of Subsection 2.11. For the purposes of determining the number of shares of Registrable Securities held by a transferee, the holdings of a transferee (1) that is an Affiliate or stockholder of a Holder; (2) who is a Holder's Immediate Family Member; or (3) that is a trust for the benefit of an individual Holder or such Holder's Immediate Family Member shall be aggregated together and with those of the transferring Holder; provided further that all transferees who would not qualify individually for assignment of rights shall, as a condition to the applicable transfer, establish a single attorney-in-fact for the purpose of exercising any rights, receiving notices, or taking any action under this Agreement. The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assignees any

rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

6.2 Governing Law. This Agreement and any controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to conflict of law principles that would result in the application of any law other than the law of the Commonwealth of Massachusetts.

6.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.4 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

6.5 Notices.

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on Schedule A hereto, or to the principal office of the Company and to the attention of the Chief Executive Officer, in the case of the Company, or to such electronic mail address, facsimile number, or address as subsequently modified by written notice given in accordance with this Subsection 6.5. If notice is given to the Company, a copy (which shall not constitute notice) shall also be sent to Goodwin Procter LLP, 100 Northern Avenue, Boston, Massachusetts 02210, Attention: Stuart M. Cable; Joseph C. Theis.

(b) Consent to Electronic Notice. Each Investor consents to the delivery of any stockholder notice pursuant to the General Corporation Law of the State of Delaware (the "**DGCL**"), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address or the facsimile number set forth below such Investor's name on Schedule A hereto, as updated from time to time by notice to the Company, or as on the books of the Company. Each Investor agrees to promptly notify the Company of any change in such stockholder's electronic mail address, and that failure to do so shall not affect the foregoing.

6.6 Amendments and Waivers. Any term of this Agreement may be amended, modified or terminated and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company (with the approval of the Board, including the Preferred Director) and the holders of a majority of the Registrable Securities then outstanding; provided that the Company may in its sole discretion waive compliance with Subsection 2.12(c) (and the Company's failure to object promptly in writing after notification of a proposed assignment allegedly in violation of Subsection 2.12(c) shall be deemed to be a waiver); and provided further that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party. Notwithstanding the foregoing, (a) this Agreement may not be amended, modified or terminated and the observance of any term hereof may not be waived with respect to any Investor without the written consent of such Investor, unless such amendment, modification, termination, or waiver applies to all Investors in the same fashion (it being agreed that a waiver of the provisions of Section 4 with respect to a particular transaction shall be deemed to apply to all Investors in the same fashion if such waiver does so by its terms, notwithstanding the fact that certain Investors may nonetheless, by agreement with the Company, purchase securities in such transaction) and (b) Subsection 3.1 and Subsection 3.2, Section 4 and any other section of this Agreement applicable to the Major Investors (including this clause (b) of this Subsection 6.6) may not be amended, modified, terminated or waived without the written consent of the holders of a majority of the Registrable Securities then outstanding and held by the Major Investors. Notwithstanding the foregoing, Schedule A hereto may be amended by the Company from time to time to add transferees of any Registrable Securities in compliance with the terms of this Agreement without the consent of the other parties; and Schedule A hereto may also be amended by the Company after the date of this Agreement without the consent of the other parties to add information regarding any additional Investor who becomes a party to this Agreement in accordance with Subsection 6.9. Any amendment, modification, termination, or waiver effected in accordance with this Subsection 6.6 shall be binding on all parties hereto, regardless of whether any such party has consented thereto. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

6.7 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

6.8 Aggregation of Stock. All shares of Registrable Securities held or acquired by Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliated persons may apportion such rights as among themselves in any manner they deem appropriate.

6.9 Additional Investors. Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of Preferred Stock after the date hereof, whether pursuant to the Purchase Agreement or otherwise, any purchaser of such shares of Preferred Stock may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter shall be deemed an "Investor" for all purposes

hereunder. No action or consent by the Investors shall be required for such joinder to this Agreement by such additional Investor, so long as such additional Investor has agreed in writing to be bound by all of the obligations as an "Investor" hereunder.

6.10 Entire Agreement. This Agreement (including any Schedules and Exhibits hereto) constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled. Upon the effectiveness of this Agreement, the Prior Agreement shall be deemed amended and restated and superseded and replaced in its entirety by this Agreement, and shall be of no further force or effect.

6.11 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of the Commonwealth of Massachusetts and to the jurisdiction of the United States District Court for the District of Massachusetts for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of the Commonwealth of Massachusetts or the United States District Court for the District of Massachusetts, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

6.12 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.13 Further Assurances. At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated hereby and to otherwise carry out the intent of the parties hereunder.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first written above.

GENERATE BIOMEDICINES, INC.

By: /s/ Michael T. Nally
Name: Michael T. Nally
Title: President and Chief Executive Officer

Exhibit 10.11

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

LICENSE AGREEMENT

This License Agreement (this "**Agreement**"), effective on August 30, 2021 (the "**Effective Date**") is by and between **Flagship Pioneering Innovations VI, LLC**, a Delaware limited liability company ("**Flagship**") and Generate Biomedicines, Inc. (formerly Flagship VL56, Inc.) ("**Company**"). Flagship and Company may be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Flagship Pioneering, Inc. ("**Flagship Management**"), pursuant to that certain managerial agreement with Company (the "**Managerial Agreement**"), has developed certain foundational intellectual property during the exploration and/or proto-company phase of Company;

WHEREAS, Company wishes to assign to Flagship Management and Flagship Management wishes to assign to Flagship, its interests in certain foundational intellectual property related to the business of Company and conceived prior to Launch of the Company (defined below), as well as Improvements (defined below) to such intellectual property;

WHEREAS, Company wishes to obtain from Flagship, and Flagship desires to grant to Company, certain rights to Foundational IP (defined below) in order to develop and commercialize Licensed Products (defined below);

WHEREAS, Company and, pursuant to the Managerial Agreement or other participation in Company's affairs, Flagship Management has developed or may develop certain intellectual property following the Launch of the Company, and Flagship Management has assigned its interest in such intellectual property to Flagship;

WHEREAS, Company wishes to obtain from Flagship, and Flagship desires to assign to Company, certain rights to New IP (defined below); and

NOW THEREFORE, in consideration of the foregoing premises and the mutual rights and obligations contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, Flagship and Company hereby agree as follows:

1. DEFINITIONS

1.1 "**Bi-Annual Reports**" has the meaning assigned in Section 5.2.

1.2 "**Business Day**" means a day other than Saturday, Sunday, or any day on which commercial banks located in Boston, Massachusetts are authorized or obligated by Laws to close.

1.3 "**Calendar Year**" means January 1 through December 31 of a given year.

1.4 "**Commercial Sale**" means, with respect to a particular Licensed Product, the commercial sale in an arm's length bona fide transaction with a Third Party for which consideration is received or expected for the sale, use, lease, transfer or other disposition, by or on behalf of Company, its Subsidiary or Sublicensee, to a Third Party that is not a Sublicensee (or to Company's Subsidiary or Sublicensee that is an end user or consumer of such Licensed Product), including any final sale to a distributor or wholesaler under any non-conditional sale arrangement, of such a Licensed Product. A Commercial Sale is deemed completed at the time that Company, its Subsidiary or Sublicensee invoices, ships, or receives payment for a Licensed Product, whichever occurs first.

1.5 "**Commercialization**" means any and all activities related to the Manufacturing for commercial purposes, promotion, distribution, marketing, offering for sale and selling, including advertising, educating, planning, obtaining, supporting and maintaining pricing and reimbursement approvals and Regulatory Authorizations, managing and responding to adverse events involving the product, pricing, price reporting, detailing, storing, handling, shipping, distributing, importing, exporting, and using a product anywhere in the world, in each case for commercial purposes. Commercialization excludes Development activities. When used as a verb, "**Commercialize**" means to engage in Commercialization.

1.6 "**Commercially Reasonable Efforts**" means [***].

1.7 "**Confidential Information**" means all proprietary know-how, unpublished patent applications and other information and data of a financial, commercial, regulatory, scientific or technical nature which a Party or any of its Recipient Entities has disclosed, supplied or otherwise made available to the other Party or its Recipient Entities, whether orally, in writing or in electronic form, pursuant to this Agreement or otherwise relating to or disclosed during any transaction contemplated hereby, including information comprising or relating to concepts, discoveries, inventions, data, designs or formulae in relation to this Agreement. Confidential Information shall not include information that the receiving Party can demonstrate by written and/or electronic records: (a) is available to the public at the time of disclosure hereunder or, after disclosure, becomes a part of the public domain by publication or otherwise, through no breach by the receiving Party; (b) is already properly possessed by the receiving Party prior to receipt from the disclosing Party; (c) was received by the receiving Party without obligation of confidentiality or limitation on use from a Third Party who had the lawful right to disclose such information on such terms; or (d) was independently developed by or for the receiving Party by any person or persons without use of or reference to the disclosing Party's Confidential Information, where the written or electronic records demonstrating such exception were created contemporaneously with such independent development.

1.8 "**Control**" or "**Controlled**" means, with respect to any Patent, other intellectual property right or other intangible property, an Entity's ownership or the possession (whether by ownership, license or otherwise) of the ability to grant access to, or a license or sublicense to, such Patent, right or property, without violating the terms of any agreement with a Third Party.

1.9 "**Develop**" means to engage in pre-clinical and clinical research and development activities reasonably relating to the discovery and development of product candidates and submission of information to a Regulatory Authority, including toxicology, pharmacology, and

other discovery, optimization, and pre-clinical efforts, test method development and stability testing, manufacturing process development, formulation development, delivery system development, quality assurance and quality control development, statistical analysis, clinical studies (including pre and post Regulatory Approval studies), and activities relating to obtaining Regulatory Approval. "**Development**" has a correlative meaning.

1.10 "**EMA**" means the European Medicines Agency or any successor Entities thereto.

1.11 "**Entity**" means a corporation, an association, a joint venture, a partnership, a trust, a business, an institution, an individual, a government or political subdivision thereof, including an agency, or any other organization that can exercise independent legal standing.

1.12 " **Exploit**" means, collectively, to Develop, Manufacture and Commercialize, including to have Developed, to have Manufactured, to have Commercialized, including to make, use, sell, offer for sale, import, export and otherwise exploit and have others do the same. "**Exploitation**" has a correlative meaning.

1.13 "**Fair Market Value**" means (a) in the case of arm's length sale of a Licensed Product, (i) the cash consideration that Company, its Subsidiary, or Sublicensee has realized from such sale, or (ii) if there have been no such sales or such sales have been insufficient, the cash consideration that Company, its Subsidiary, or Sublicensee would have realized from an unaffiliated, unrelated buyer in an arm's length sale of Licensed Product in the same quantity, under the same terms, and at the same time and place as the sale for which Fair Market Value is being determined; or (b) in the case of non-cash consideration received in a sale of a Licensed Product, the cash value of such consideration.

1.14 "**FDA**" means the United States Food and Drug Administration or any successor Entities thereto.

1.15 "**First Commercial Sale**" means, on a jurisdiction-by-jurisdiction basis, the first time a Commercial Sale is made.

1.16 "**Flagship Entities**" means, collectively, Flagship, Flagship Management and any Entity that controls, is controlled by, or is under common control with, Flagship, directly or indirectly. For purposes of this definition, "control" and its various forms means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Entity, whether through ownership of voting securities, by contract or otherwise. Without limiting the generality of the foregoing, an Entity will be deemed to control another Entity if it owns or directly or indirectly controls more than fifty percent (50%) of the voting stock or other securities of the Entity. For purposes of this Agreement, Company and its Subsidiaries shall be deemed excluded from the meaning of "Flagship Entities."

1.17 "**Foundational IP**" means (a) the Patents conceived before Launch of the Company, set forth in **Exhibit A**, which Exhibit may be updated from time to time by the Parties, and (b) Improvements to such Patents described in clause (a).

1.18 " **Governmental Authority**" means any supranational, national, federal, state, provincial, local or foreign Entity of any nature exercising executive, legislative, judicial,

regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission, court, tribunal, judicial body or instrumentality of any union of nations, federation, nation, state, municipality, county, locality or other political subdivision thereof.

1.19 "**Gross Sales**" means the greater of the gross invoice or contract price charged to a Third Party by Company, its Subsidiaries, or Sublicensees, as applicable, for Commercial Sales, prior to any discounts or other list price reductions granted. A Licensed Product shall be considered sold for purposes of calculating Gross Sales when it is shipped, invoiced or paid for, whichever occurs earlier.

In the event Company, its Subsidiary, or Sublicensee transfers a Licensed Product to a Third Party in a bona fide arm's length transaction, for any consideration other than cash, then the Gross Sales price for such Licensed Product shall be deemed to be the standard invoice price then being invoiced by Company, its Subsidiary, or Sublicensee, as applicable, in an arm's length transaction with similar companies. In the absence of such standard invoice price, then the Gross Sales price shall be the Fair Market Value of the Licensed Product. Sales or other transfers of Licensed Products between Company and its Subsidiaries or Sublicensees shall be excluded from the computation of Gross Sales (and therefore no payments will be payable to Flagship on such sales or transfers) except where such Subsidiaries or Sublicensees are end users or consumers of Licensed Products in which event, notwithstanding anything herein to the contrary, Licensed Product transfers to such Subsidiaries and Sublicensees shall be included in Gross Sales. For avoidance of doubt, the sale of Licensed Product by Subsidiaries or Sublicensees to Third Parties shall be considered as part of Gross Sales.

For the avoidance of doubt, disposal of any Licensed Product without charge for use in any clinical trials, as free samples, or under compassionate use, patient assistance, named patient or test marketing programs or non-registrational studies or other similar programs or studies where Licensed Product is supplied or delivered without charge, shall not result in any Gross Sales. No Licensed Product donated by Company, its Subsidiary, or Sublicensee to non-profit institutions or government agencies for a non-commercial purpose shall result in any Gross Sales.

If Company, its Subsidiary, or Sublicensee sells, leases or otherwise Commercializes any Licensed Product at a reduced fee or price for the purpose of promoting other products, goods or services or for the purpose of facilitating the sale, license or lease of other products, goods or services, then notwithstanding anything herein to the contrary, Flagship shall be entitled to payments under Article 4 based upon the Fair Market Value of the Licensed Product.

1.20 " **Improvement**" means any Patent or pending Patent application with a claim which, if practiced in the absence of a license, would infringe at least one Valid Claim of the base Patent or pending Patent application.

1.21 "**Infringement Action**" means any threatened, pending, or ongoing action, claim, litigation, or proceeding (other than oppositions, cancellations, interferences, reissue proceedings, reexaminations, and other ex parte or inter partes administrative proceeding before patent offices), respecting any Foundational IP in the Licensed Field in the Territory, whether initiated by or against a Flagship Entity or Company, its Subsidiary or Sublicensee.

1.22 "**Launch of the Company**" means the closing of the Series B financing of the Company.

1.23 "**Laws**" means all active governmental constitutions, laws, statutes, ordinances, treaties, rules, common laws, rulings, regulations, orders, charges, directives, determinations, executive orders, writs, judgments, injunctions, decrees, restrictions or similar legally effective pronouncements of any Governmental Authority.

1.24 "**Licensed Field**" means human therapeutics and vaccines.

1.25 "**Licensed Product**" means any product or process or component of either of the foregoing, the making, using, selling, offering for sale, importation or exporting of which would, in the absence of the licenses granted to Company hereunder, infringe at least one Valid Claim.

1.26 " **Manufacturing**" means all activities directed to sourcing of necessary raw materials, producing, processing, packaging, labeling, quality assurance testing, release of a Licensed Product or Licensed Product candidate, whether for Development or Commercialization. When used as a verb, "**Manufacture**" means to engage in Manufacturing.

1.27 "**Net Sales**" [***].

1.28 "**New IP**" means any and all Patents claiming any inventions conceived (a) solely by Flagship Management or jointly by Flagship Management and Company, (b) after the Launch of the Company, and (c) as a result of activities conducted pursuant to the Managerial Agreement or other participation of Flagship Management in Company's affairs (e.g., through participation in Company's board of directors), all of the foregoing solely to the extent such Patents do not constitute Foundational IP. Patents within the New IP are set forth on **Exhibit B**, which Exhibit may be updated from time to time by the Parties.

1.29 "**Patent Costs**" has the meaning assigned in Section 7.2.

1.30 "**Patents**" means (a) United States and foreign patents and/or patent applications; (b) any and all patents issuing from the foregoing; (c) any and all claims of continuation-in-part applications that claim priority to the United States patent applications, but only where such claims are directed to inventions disclosed in the manner provided in the first paragraph of 35 U.S.C. § 112 in such United States patent applications, and such claims in any patents issuing from such continuation-in-part applications; (d) any and all foreign patent applications, foreign patents, or related foreign patent documents that claim priority to the patents and/or patent applications; and (e) any and all divisionals, continuations, reissues, re-examinations, renewals, substitutions, and extensions of the foregoing.

1.31 " **Prosecution**" means the filing, preparation, prosecution (including any interferences, reissue proceedings, reexaminations, oppositions and other ex parte or inter partes administrative proceeding before patent offices), extension, term adjustment, and maintenance of Foundational IP. When used as a verb, "**Prosecute**" means to engage in Prosecution.

1.32 "**Quarter**" means each three-month period beginning on January 1, April 1, July 1 and October 1 of each Calendar Year; provided, however, that as it relates to the Commercial Sale

of Licensed Products, the first Quarter shall be comprised of the time period beginning on the date of First Commercial Sale and ending at the end of the Quarter during which such First Commercial Sale occurs.

1.33 "**Recipient Entity**" has the meaning assigned in Section 6.1.

1.34 "**Regulatory Approval**" means, with respect to a country or other jurisdiction, all approvals, licenses, clearances, marks, registrations, authorizations certificates, exemptions, consents, franchises, concessions, notices or other like item of or issued by any Regulatory Authority, from the relevant Governmental Authority necessary or useful to commercially distribute, sell or market a product in such country or other applicable jurisdiction (not including any applicable pricing and governmental reimbursement approvals unless legally required to market the product in a country or other applicable jurisdiction).

1.35 "**Regulatory Authority**" means any applicable Governmental Authority involved in granting Regulatory Approval for, and responsible for the regulation of, the product in any jurisdiction, including the FDA, EMA, and any corresponding Governmental Authority.

1.36 " **Royalty Term**" means, on a Licensed Product-by-Licensed Product and jurisdiction-by-jurisdiction basis, the period from the First Commercial Sale of such Licensed Product in the Licensed Field in such jurisdiction until the expiration of the last Valid Claim of any Foundational IP covering such Licensed Product in the Licensed Field in such jurisdiction.

1.37 "**Sublicensee**" means any Entity that enters into an agreement or arrangement with Company, or receives from Company a license grant or option for license grant under any Foundational IP, to exercise any of the rights granted to Company by Flagship hereunder (such agreement, arrangement, or license herein referred to as a "**Sublicense**"), including to Exploit a Licensed Product, subject to the then-current applicable article, item, service, technology, and technical data-specific requirements of the U.S. export Laws.

1.38 "**Subsidiary**" means any Entity that is controlled by a Party, directly or indirectly. For purposes of this definition, "control" and its various forms means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Entity, whether through ownership of voting securities, by contract or otherwise. Without limiting the generality of the foregoing, a Party will be deemed to control another Entity if the Party owns or directly or indirectly controls more than fifty percent (50%) of the voting stock or other securities of the Entity.

1.39 "**Term**" means the term of this Agreement which will commence on the Effective Date and expire upon the expiration of the last Royalty Term for the last Licensed Product, unless terminated earlier pursuant to Article 12.

1.40 "**Territory**" means worldwide.

1.41 "**Third Party**" means any Entity other than a Party, a Subsidiary of Company or a Flagship Entity.

1.42 " **Valid Claim**" means (a) an unexpired claim of an issued Patent within the Foundational IP that has not been ruled unpatentable, invalid or unenforceable by a final and unappealable decision of a court or other competent authority in the subject jurisdiction; or (b) a pending claim of a Patent application within the Foundational IP which (i) has not been abandoned or finally disallowed without possibility of appeal and (ii) has not been pending for more than [***] from its filing date.

2. LICENSE GRANT AND ASSIGNMENTS

2.1 **Assignment of Foundational IP to Flagship**. Company hereby irrevocably and unconditionally assigns to Flagship all of its right, title and interest in and to all Foundational IP as of the Effective Date and thereafter. Company shall take all further actions reasonably requested by Flagship to vest in Flagship all right, title and interest in and to such Foundational IP.

2.2 **License Grant to Company**. Subject to the terms and conditions set forth herein (including Article 6), Flagship hereby grants to Company an exclusive, royalty-bearing, sublicensable (subject to the provisions of Section 2.3), transferable (subject to the provisions of Section 14.5) license under the Foundational IP to Exploit Licensed Products in the Licensed Field, during the Term and throughout the Territory.

2.3 **Sublicensing**. Company shall have the right to sublicense, through multiple tiers, the rights licensed to Company hereunder, provided that:

(a) Any and all Sublicenses shall be in writing (and Company shall provide a copy of all such Sublicenses to Flagship upon execution) and consistent with the terms of this Agreement (including an assignment of Foundational IP to Company, with a right of further transfer to Flagship, consistent with Section 2.1 and reversion rights consistent with Section 2.7).

(b) Company shall notify Flagship in writing of any proposed grant of a Sublicense and provide to Flagship a copy of any proposed Sublicense at least [***] prior to execution thereof for review and comment by Flagship, which comments Company shall not unreasonably refuse to incorporate therein. Company hereby agrees to remain fully liable under this Agreement to Flagship for the performance or non-performance under this Agreement and the relevant Sublicense by any party to those agreements.

(c) Company shall enforce all such Sublicenses against its Sublicensees, ensuring its Sublicensees' performance in accordance with the terms of this Agreement and the relevant Sublicense. No such Sublicense or attempt to obtain a Sublicense shall relieve Company of its obligations hereunder to exercise its Commercially Reasonable Efforts pursuant to Section 3.1, directly or through a Sublicensee, to Develop and Commercialize Licensed Products, nor relieve Company of its obligations to pay Flagship any and all royalties and other payments due under this Agreement.

(d) Such Sublicensees shall have the right to grant further sublicenses to Third Parties of same or lesser scope as its sublicense from Company under the licenses contained in Section 2.2, provided that such further Sublicenses shall be in accordance with and subject to all of the terms and conditions of this Section 2.3 (i.e., such Sublicensee shall be subject to this Section 2.3 in the same manner and to the same extent as Company). For clarity, any Entity to whom a

Sublicensee grants a sublicense as permitted by the terms of this Agreement shall be deemed to be a Sublicensee for purposes of this Agreement.

2.4 **Assignment of New IP to Company**. Flagship hereby irrevocably and unconditionally assigns to Company all of its right, title and interest in and to all New IP as of the Effective Date and thereafter. At Company's cost and expense, Flagship shall take all further actions reasonably requested by Company to vest in Company all such right, title and interest in and to such New IP.

2.5 **Notice of Foundational IP and New IP**. Upon the filing of any Foundational IP or New IP during the Term, the Party making or becoming aware of such filing shall promptly notify the other Party, and the Parties shall update the Foundational IP set forth on **Exhibit A** and the New IP set forth on **Exhibit B**, as applicable.

2.6 **Retained Rights; License Back**. The licenses granted to Foundational IP hereunder are subject to and contingent upon Company's compliance with all of its obligations hereunder including, but not limited to, the payment by Company to Flagship of all payments required under this Agreement, and further subject to rights hereby retained by Flagship and/or granted by Company to Flagship. Company hereby grants to Flagship a non-exclusive, royalty-free, fully paid, sublicensable (to Flagship Entities and service providers thereof) license to practice, and permit Flagship Entities to practice, the Foundational IP within the Licensed Field in the Territory for non-commercial research and Development purposes or to perform under the Managerial Agreement.

2.7 **Reversion Rights**.

(a) In the event that Flagship determines, in its reasonable discretion, that Company has not used, itself or through Sublicensees, Commercially Reasonable Efforts to Develop or Commercialize Licensed Products in a specified sub-field within the Licensed Field (each, a "Sub-Field"), Flagship has the right, at any time during the Term, to terminate the license granted to Company hereunder with respect to Exploitation of Licensed Products in such Sub-Field upon six (6) months' prior written notice to Company (each, a "Sub-Field Termination Notice").

(b) Within [***] of Company's receipt of a Sub-Field Termination Notice, Company shall provide to Flagship either (i) written notice of its agreement to terminate Company's license in such Sub-Field, or (ii) written notice requesting to maintain Company's license in such Sub-Field, together with a written plan for Development and Commercialization of a Licensed Product in such Sub-Field (which may include activities to be conducted by a Sublicensee), including planned Development and Commercialization milestones (and a timeline and budget therefor) and a management and financial plan ("Sub-Field Plan"). Flagship shall consider such Sub-Field Plan in good faith and shall not unreasonably withhold its approval of such Sub-Field Plan. In the event Flagship approves of such Sub-Field Plan, (x) Flagship shall withdraw the Sub-Field Termination Notice upon written notice to Company, (y) the license granted to Company hereunder in such Sub-Field shall remain in effect unless and until subsequently terminated in accordance with this Agreement (including termination under this Section 2.7 following a subsequent Sub-Field Termination Notice by Flagship with respect to the same Sub-Field) and (z) Company shall carry out the Sub-Field Plan.

(c) Unless Flagship elects to withdraw the Sub-Field Termination Notice pursuant to Section 2.7(b), the license granted to Company hereunder in such Sub-Field shall automatically terminate and revert to Flagship on the earlier of: (i) the date upon which Company agrees in writing to terminate Company's license in such Sub-Field or (ii) the date which is [***] following Company's receipt of the Sub-Field Termination Notice (a "Reversion Effective Date"). Upon the Reversion Effective Date, (x) any such Sub-Field shall be deemed a "Reversion Sub-Field", (y) the meaning of the Licensed Field shall be deemed amended to exclude each Reversion Sub-Field for all purposes hereunder and (z) any rights under the Foundational IP granted to any Sublicensee in a Reversion Sub-Field shall terminate automatically. Commencing upon the Reversion Effective Date and continuing thereafter, neither Company nor any Sublicensee will have any right to, or will undertake to, Exploit any Licensed Product in a Reversion Sub-Field, and Company will ensure all Sublicensees comply with the foregoing.

2.8 **No Implied Licenses**. Except as expressly provided under this Article 2, no right or license is granted under this Agreement (expressly or by implication or estoppel) by either Party to the other Party, its Subsidiaries or Sublicensees under any tangible or intellectual property.

3. DUE DILIGENCE

3.1 **Commercially Reasonable Efforts**. At all times throughout the Term and at Company's sole cost and expense, Company shall use Commercially Reasonable Efforts to diligently Exploit the Licensed Products in the Licensed Field and Territory. Company shall maintain such active diligent Commercially Reasonable Efforts to diligently Develop and Commercialize the Licensed Products in the Licensed Field at all times throughout the Term.

3.2 **Annual Spend**. In furtherance of Company's obligations in Section 3.1, Company shall spend (a) [***] on Development and/or Commercialization activities with respect to Licensed Products in the Licensed Field during each year of the Term (with such year to be calculated beginning on the Effective Date and terminating on each annual anniversary thereafter), and (b) [***] on Development and/or Commercialization activities with respect to Licensed Products in the Licensed Field during the period beginning on the Effective Date and ending on the [***] anniversary of the Effective Date.

4. PAYMENTS

4.1 **Royalties**. As additional consideration for the license and other rights granted under this Agreement, during the Royalty Term, Company shall pay to Flagship [***] of Net Sales on a Licensed Product-by-Licensed Product basis.

4.2 Notwithstanding anything to the contrary herein, Company will pay Flagship only one royalty under this Agreement with respect to the same unit of Licensed Product sold, regardless of the number of Valid Claims covering such Licensed Product.

5. REPORTS AND PAYMENT TERMS

5.1 **Reporting of First Commercial Sale**. Company shall provide a written report to Flagship setting forth the date of First Commercial Sale in each jurisdiction within [***] of the occurrence thereof.

5.2 **Bi-Annual Royalty Report**.

(a) Within [***] after the Quarter in which any First Commercial Sale occurs, and within [***] after each alternating Quarter thereafter (i.e., two times per year), Company shall provide Flagship with a written report detailing the amount of Gross Sales during the preceding two Quarters, the amount of Net Sales made during such Quarters and the royalty payments due to Flagship for such Quarters pursuant to Article 4 (each such report, a "**Bi-Annual Report**").

(b) Each Bi-Annual Report shall include at least the following: accounting for Net Sales, detailing the Gross Sales and specifying the deductions taken to arrive at Net Sales, listed by Licensed Product and by jurisdiction, and total royalty payments due to Flagship by Licensed Product and by jurisdiction. Each Bi-Annual Report shall be in substantially similar form as **Exhibit C** hereto, or to such other form as Flagship may provide from time to time. Each Bi-Annual Report shall be certified as true and correct by an officer of Company.

(c) With each Bi-Annual Report submitted, Company shall pay to Flagship the royalties due and payable under this Agreement, to the extent not already paid. If no royalties or fees are due and payable, Company shall so report.

5.3 **Payment and Currency**. All dollar amounts referred to in this Agreement are expressed in United States dollars ("**Dollars**") and Company shall make all payments due to Flagship in Dollars, without deduction of exchange, collection, wiring fees, bank fees, or any other charges, within [***] following the Quarter in which Net Sales occur. All payments to Flagship will be made in Dollars by wire transfer or check payable to Flagship in accordance with the payment instructions set forth on **Exhibit D** hereto or as otherwise provided by Flagship from time to time.

5.4 **Currency Exchange; Taxes**. For converting any Net Sales made in a currency other than Dollars, the Parties will use the conversion rate published in the Wall Street Journal or other industry standard conversion rate approved in writing by Flagship for the last day of the Quarter for which such royalty payment is due or, if the last day is not a Business Day, the closest preceding Business Day. All applicable taxes and other charges such as duties, customs, tariffs, imposts and government imposed surcharges on payments made under this Agreement (for the avoidance of doubt, not including income taxes imposed directly upon Flagship or its owners) shall be borne by Company and will not be deducted from payments due to Flagship.

5.5 **Late Payments**. In the event royalty payments or other fees are not received by Flagship when due hereunder, Company shall pay to Flagship interest charges that will accrue interest until paid at a rate equal to [***] percentage points above the U.S. Prime Rate, as reported in the Wall Street Journal, Eastern Edition from time-to-time (or the maximum allowed by Law, if less), calculated on the number of days such payment is overdue.

5.6 **Records and Audit Rights**. Company shall keep, and cause its Subsidiaries and Sublicensees to keep, complete, true and accurate records and books containing all particulars that may be necessary for the purpose of showing the amounts payable to Flagship hereunder. Copies of all such records and books shall be kept at the applicable Entity's principal place of business or the principal place of business of the appropriate division of such Entity to which this Agreement relates. The records and books for each Quarter will be maintained for at least [***] after the Calendar Year in which the applicable report was submitted to Flagship. Such records and books and the supporting data shall be open to inspection by Flagship, its contractors or agents at all reasonable times for a term of [***] following the end of the Calendar Year to which they pertain, for the purpose of verifying the Bi-Annual Report or compliance in other respects with this Agreement. Such access will be available to Flagship, its contractors or agents upon not less than [***] written notice to Company, or its Subsidiary or Sublicensee, as applicable, not more than [***] each Calendar Year during the Term and once per Calendar Year after the expiration or termination of this Agreement. Should such inspection lead to the discovery of at least a [***] percent [***] or [***] discrepancy in reporting to Flagship's detriment (whichever is greater), Company agrees to pay the full cost of such inspection. Whenever Company, or its Subsidiary or Sublicensee has its books and records audited by an independent certified public accountant with respect to any Quarter in which amounts are payable to Flagship hereunder, Company, or its Subsidiary or Sublicensee, as applicable, will, within [***] of the conclusion of such audit, provide Flagship with a written statement, certified by said auditor, setting forth the calculation of royalties, fees, and other payments due to Flagship over the time period audited as determined from the books and records of such Entity, together with the payment of any outstanding amounts due to Flagship.

6. CONFIDENTIALITY; PUBLICITY; USE OF NAME

6.1 **Confidentiality**. The receiving Party shall maintain in confidence and not disclose to any Third Party any of disclosing Party's Confidential Information, using the same degree of care it uses to protect its own confidential information of a similar nature but in no event using less than a reasonable degree of care. The receiving Party will use disclosing Party's Confidential Information solely as required to exercise its rights and undertake its obligations under this Agreement (the "**Purpose**") and only during the Term. The receiving Party will ensure that its employees, independent contractors, Subsidiaries, Sublicensees (in the case of Company) and Flagship Entities (in the case of Flagship) ("**Recipient Entities**") have access to disclosing Party's Confidential Information only on a need to know basis, are informed of all the obligations attaching to such Confidential Information in advance of being given access to it, and are required to comply with such receiving Party's obligations under this Agreement. Receiving Party shall be fully responsible to disclosing Party for such compliance by its Recipient Entities. If such a Recipient Entity is not an employee of a Party hereto, then receiving Party will enter into a legally binding, written confidentiality agreement with provisions at least as strict as the confidentiality obligations and use restrictions herein with such Recipient Entity prior to disclosing Party's Confidential Information to such Recipient Entity, and receiving Party will be fully responsible to disclosing Party for compliance with such obligations and restrictions by such Recipient Entity.

6.2 Notwithstanding Section 6.1, the receiving Party may disclose disclosing Party's Confidential Information to the limited extent required by Law, court order or other Governmental Authority with jurisdiction, provided that the receiving Party (a) promptly provides the disclosing Party, to the extent legally permissible, with written notice of such requirement, (b) uses no less than reasonable efforts to obtain confidential treatment of such Confidential Information by such court or Governmental Authority, and (c) cooperates, at the disclosing Party's written request and expense, with the disclosing Party's legal efforts to prevent or limit the scope of such required disclosure; the receiving Party shall in all other respects continue to hold such Confidential Information as confidential and subject to all obligations of this Article 6. The receiving Party's obligations of confidentiality and non-use restrictions as set forth in this Article 6 shall remain in effect for a period of [***] from receipt of the Confidential Information from the disclosing Party.

6.3 Each Party agrees to treat the terms and conditions of this Agreement as the Confidential Information of the other Party, provided however that, in addition to the above exceptions, each Party shall be free to disclose any of the terms of this Agreement (i) to the extent that a Party is advised by its counsel that such disclosure is required by the regulations or rules of any relevant stock exchange, (ii) to actual or prospective investors, partners and Sublicensees, (iii) to its accountants, attorneys and other professional advisors, or (iv) in connection with a financing, merger, consolidation, acquisition or a permitted assignment of this Agreement; provided that (a) in the case of any disclosure under clause (ii), (iii), or (iv) above, the recipient(s) are obligated and do so undertake to keep such terms of this Agreement confidential to the same extent as said Party (said Party being fully responsible to the other Party for such recipients' compliance), and (b) in the case of disclosure under clause (i), such disclosure shall be in accordance with Section 6.2.

6.4 **Publicity**. Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement without the prior written consent of the other Party. The Parties will cooperate to determine the timing and content of such announcement, statement, press release or other publicity or marketing materials.

6.5 **Use of Flagship's Name**. Company and its Subsidiaries, Sublicensees, employees and agents may not use the name, logo, seal, trademark, service mark or domain names or other indicia of source, association or sponsorship of any Flagship Entity, or any officer, director or other representative of any Flagship Entity (or any adaptation of any of the foregoing) without the prior written consent of such Flagship Entity, which consent will be granted or denied in such Flagship Entity's sole discretion.

7. PATENT PROSECUTION AND COSTS

7.1 **Patent Prosecution**. [***] shall control the Prosecution of Foundational IP and the selection of patent counsel (provided that [***] does not reasonably object to such patent counsel). [***] will request that copies of all material documents prepared by patent counsel be provided to [***] for review and comment prior to filing, to the extent reasonably practicable under the circumstances. [***] will consider any timely comments and requests from [***] in good faith; provided, however, that [***] shall have final authority regarding all Prosecution decisions. In the event [***] decides not to Prosecute or intends to abandon the registration or application of any rights in and to any Foundational IP in any jurisdiction in the Territory, [***] shall provide [***] with written notice of such circumstance as promptly as practicable, and, upon [***] request, [***]

shall have the right to undertake Prosecution of such Foundational IP in such jurisdiction at its sole cost and expense. [***] will maintain as confidential and privileged, and as [***] Confidential Information in accordance with Article 6, all information received pursuant to this Section 7.1.

7.2 **Patent Costs**. Within [***] after the Effective Date, [***] will reimburse [***] for all attorneys' fees, expenses, official fees and all other reasonable out-of-pocket expenses incurred by [***] in connection with the Prosecution of the Foundational IP ("**Patent Costs**") prior to the Effective Date and not previously reimbursed by [***]. In addition, within [***] after receipt of an invoice from [***], [***] will reimburse [***] for all Patent Costs incurred prior to or during the Term and not previously reimbursed by [***].

7.3 **Non-Payment of Patent Costs**. If [***] decides that it does not wish to pay the Patent Costs of any Foundational IP in a particular jurisdiction, [***] shall provide [***] with written notice of such election. Upon the date which is [***] following notice of such election with respect to any Patent, (a) [***] shall be released from its obligation to reimburse [***] for Patent Costs incurred thereafter as to such Patent; provided, however, that Patent Costs authorized prior to the receipt by [***] of such notice shall be deemed incurred prior to receipt of the notice and reimbursable by [***], (b) any license granted by [***] to [***] hereunder with respect to such Patent will immediately terminate, and [***] will have no rights whatsoever to Exploit such Patent, and (c) [***] will be free, without further notice or obligation to [***], to grant rights in and to such Patent to any Third Parties. Should [***] decline or fail to pay, by the deadline set forth in Section 7.2, the Patent Costs for the Prosecution of any Foundational IP payable under this Agreement, [***] may terminate this Agreement solely with respect to such Patent upon written notice to [***], in which event any license granted by [***] to [***] hereunder with respect to such Patent will immediately terminate, [***] will have no rights whatsoever to Exploit such Patent, and [***] will be free, without further notice or obligation to [***], to grant rights in and to such Patent to any Third Parties.

7.4 **Privileged Communications**. It is expected that, in furtherance of this Agreement, the Parties and/or their respective counsel will, from time to time, disclose to one another privileged communications between a Party and its counsel, including opinions, memoranda, letters, and other written, electronic, and verbal communications. Such disclosures are made with the understanding that they shall remain privileged and confidential and that they are made in connection with the shared community of identical legal interests existing between the Parties, including the community of legal interests in avoiding infringement of any valid, enforceable third party Patents and in obtaining patent protection for Foundational IP.

8. INFRINGEMENT

8.1 **Notice**. In the event that either Party becomes aware of any suspected infringement of any Foundational IP or of any Infringement Action, such Party shall promptly notify the other Party in writing thereof. [***] and [***] will consult each other in a timely manner concerning any appropriate response to such suspected infringement or Infringement Action.

8.2 **Procedure**.

(a) As between the Parties, [***] will have the first right to prosecute any Infringement Action against an infringing Third Party at its own expense. If, within [***] after becoming aware of any suspected infringement or Infringement Action, [***] has not commenced to initiate, defend, or otherwise resolve such Infringement Action, then [***] shall have the right, but not the obligation, to initiate, control, prosecute, and/or defend such Infringement Action at its own expense.

(b) The Party controlling any Infringement Action shall use reasonable efforts to: (i) inform the other Party of the status of such Infringement Action on a regular basis; (ii) provide to the other Party copies of any documents relating to the Infringement Action promptly upon receipt from any Third Party and/or, if practicable, prior to filing such documents; (iii) consult with the other Party regarding the advisability of any contemplated course of action; and (iv) consider any comments from the other Party in good faith, including with respect to the infringement, claim construction, or defense of the validity or enforceability of any claim in the involved Foundational IP. The Party without primary control of an Infringement Action shall cooperate at its own expense with the Party controlling such Infringement Action to the extent reasonably practicable, including joining the Infringement Action if necessary or desirable.

(c) [***] may not settle any Infringement Action without the prior written consent of [***]. For clarity, if the settlement of any Infringement Action includes granting a Sublicense, [***] shall pay to [***] royalties on any Net Sales by such Sublicensee in accordance with Article 4 in addition to any other share of recoveries due to [***] under Section 8.3.

8.3 **Recoveries**.

(a) Any recovery obtained by [***] as a result of any Infringement Action, by settlement or otherwise, shall be applied in the following order of priority: (i) first, to reimburse the Parties for all litigation costs (including attorneys' fees) incurred in connection with such proceeding and not otherwise recovered; and (ii) second, the [***], and [***] shall pay to [***] royalties on such remainder in accordance with Article 4 of this Agreement.

(b) Any recovery obtained by [***] as a result of any Infringement Action, by settlement or otherwise, shall be applied in the following order of priority: (i) first, to reimburse the Parties for all litigation costs (including attorneys' fees) incurred in connection with such proceeding and not otherwise recovered; and (ii) second, the remainder of the recovery shall be shared equally between the Parties.

9. REPRESENTATIONS; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITIES

9.1 **Certain Representations**. Each Party represents to the other Party that, as of the Effective Date:

(a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) this Agreement has been duly authorized and executed by it and is legally binding upon it, enforceable in accordance with its terms, and does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any applicable Law or applicable regulation of any Governmental Authority having jurisdiction over it.

9.2 **Company Representations, Warranties and Covenants**. Company represents, warrants, and covenants to Flagship that:

(a) it, and its Subsidiaries, agents, and employees who are or shall be involved in the performance of this Agreement, have not been, and during the Term of this Agreement shall not be, debarred, excluded or disqualified (or convicted of any crime or engaged in any conduct for which debarment, exclusion or disqualification is mandated) under any Law, including pursuant to 21 U.S.C. § 335a;

(b) to its reasonable knowledge, no Third Party that, on behalf of Company, has been or during the Term of this Agreement will be, involved in the Development, Manufacture or Commercialization of the Licensed Products (each a "**Company Partner**"), has been or will be debarred, excluded or disqualified (or convicted of any crime or engaged in any conduct for which debarment, exclusion or disqualification is mandated) under any Law, including pursuant to 21 U.S.C. § 335a;

(c) Company, and its Subsidiaries, agents, and employees involved in the performance of this Agreement, and Company Partners, shall perform this Agreement in full compliance with all applicable Laws; and

(d) Company shall notify Flagship in writing immediately in the event of a violation of any of the foregoing, and shall, with respect to any Entity involved in such violation, promptly remove such Entity from performing any role under this Agreement.

9.3 **DISCLAIMER OF WARRANTIES**. THE FOUNDATIONAL IP, NEW IP, AND ANY OTHER TECHNOLOGY OR INFORMATION PROVIDED, ASSIGNED OR LICENSED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, COMPLETENESS, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMMERCIAL UTILITY, SCOPE, OR TITLE WITH RESPECT THERETO.

9.4 **DISCLAIMER OF LIABILITIES**. EXCEPT FOR SUCH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.1, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS INTERRUPTION). NO FLAGSHIP ENTITY WILL BE LIABLE TO COMPANY, ITS SUBSIDIARIES, SUCCESSORS OR ASSIGNS, OR TO ANY THIRD PARTY (INCLUDING SUBLICENSEES) WITH RESPECT TO ANY CLAIM ARISING FROM OR ATTRIBUTABLE TO USE BY COMPANY, ITS

SUBSIDIARIES, OR SUBLICENSEES OF THE FOUNDATIONAL IP, NEW IP OR ANY OTHER TECHNOLOGY OR INFORMATION PROVIDED, ASSIGNED OR LICENSED UNDER THIS AGREEMENT, OR ARISING FROM THE EXPLOITATION OF LICENSED PRODUCTS.

9.5 **LIMITATION OF LIABILITY**. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, FLAGSHIP'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED [***].

10. INDEMNIFICATION

10.1 **Indemnification**. Company will indemnify, hold harmless and, at Flagship's option, shall defend the Flagship Entities, and their respective officers, directors, agents employees, successors and assigns (each, an "**Indemnified Party**") from and against any and all claims, actions, liabilities, losses, damages, judgments, costs or expenses suffered or incurred by the Indemnified Parties, including attorneys' fees and related costs (collectively, "**Liabilities**"), arising out of or resulting from [***].

10.2 **Indemnification Procedure**. An Indemnified Party will promptly provide Company with written notice of any Liability that is indemnifiable under this Article 10; provided, however, that the failure to so notify shall not relieve Company of its indemnification obligations hereunder except to the extent of any material prejudice to Company as a direct result of such failure. If Flagship so directs in writing, Company shall control such defense and all negotiations relative to the settlement of any indemnifiable claim or action, except that Company shall not settle or compromise any claim or action in any manner that may impose restrictions or obligations on any Indemnified Party, or that grants any rights to the Foundational IP or Licensed Products, or that concedes any fault or wrongdoing on the part of Flagship, without Flagship's prior written consent. If Company fails or declines to assume the defense against any claim or action within thirty (30) days after notice thereof, then Flagship may assume and control the defense of such claim or action for the account and at the risk of Company, and any Liabilities related to such claim or action will be conclusively deemed a liability of Company. The indemnification rights of the Indemnified Parties under this Article 10 are in addition to all other rights that an Indemnified Party may have at law, in equity or otherwise.

11. INSURANCE

11.1 **Coverages**. Company will procure and maintain insurance policies for commercially reasonable amounts with respect to personal injury, bodily injury, property damage and contractual liability arising out of Company's performance under this Agreement, and, prior to the commencement of clinical trials involving Licensed Products, clinical trials coverage in a minimum amount of [***] combined single limit per occurrence and in the aggregate; and, prior to the sale of the first Licensed Product, product liability coverage, in a minimum amount of [***] combined single limit per occurrence and in the aggregate. Flagship may review periodically the adequacy of the minimum amounts of insurance for each type of coverage required by this Article 11, and Flagship reserves the right to require Company to adjust the limits accordingly. Upon request, Company shall provide certificates of insurance and applicable endorsements evidencing the required insurance coverages noted herein. The failure of Flagship to request said evidence of

coverage shall not constitute or be construed as a waiver of Company's insurance obligations. Flagship and its affiliates shall be named as additional insureds, on a primary and non-contributory basis, under all applicable policies of insurance. Company's comprehensive general liability insurance shall be primary and non-contributory to any insurance maintained by Flagship. The required minimum amounts of insurance do not constitute a limitation on Company's liability or indemnification obligations to Flagship under this Agreement.

11.2 **Other Requirements**. Any policies of insurance required by Section 11.1 will be issued by an insurance carrier with an A.M. Best rating of "A" or better.

12. TERM AND TERMINATION

12.1 **Expiration of Royalty Term**. Upon expiration of the Royalty Term with respect to a Licensed Product in any jurisdiction and payment in full of all amounts owed hereunder with respect to such Licensed Product in such jurisdiction, the license granted to Company under Section 2.2 shall automatically convert into a non-exclusive, fully paid up license for such Licensed Product in such jurisdiction.

12.2 **Termination by Flagship**.

(a) **For Cause**. Flagship may give written notice of default to Company, if Company materially breaches any obligation, covenant, condition, or undertaking of this Agreement to be performed by it hereunder (including, e.g., if Company should cease or fail to undertake Commercially Reasonable Efforts with respect to Licensed Products, fail to make any payment at the time such payment is due, or fail to maintain the insurance coverage required hereunder). If Company should fail to cure such default within [***] of such notice, this Agreement (including, for the avoidance of doubt, all licenses granted to Company hereunder) shall terminate immediately upon written notice to Company.

(b) **Cessation of Business; Bankruptcy**. If Company shall cease to carry on its business with respect to the rights granted in this Agreement, this Agreement shall terminate upon [***] written notice by Flagship. Flagship may terminate this Agreement upon written notice to Company, if Company experiences an Event of Bankruptcy. For purposes of this provision, the term "**Event of Bankruptcy**" means: (i) filing by Company in any court or agency pursuant to any statute or regulation of any state or country, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of Company or of its assets; (ii) Company being served with an involuntary petition against it, filed in any insolvency proceeding, where such petition has not been dismissed within [***] after the filing thereof; (iii) Company proposing or being a party to any dissolution or liquidation of Company; or (iv) Company making a general assignment for the benefit of creditors.

(c) **Challenge of Patents**.

(i) In the event that Company, its Subsidiary or Sublicensee institutes or actively participates as an adverse party in, or otherwise provides material support to, any Licensed Patent Challenge, Flagship has the right, but not the obligation, in addition to any other remedy it may have available to it at law and/or in equity, to terminate this Agreement immediately upon providing written notice of the same to Company; provided that if such Licensed Patent

Challenge is brought by a Sublicensee, Flagship may not terminate this Agreement under this Section 12.2(c)(i) if Company has terminated all Sublicenses granted to such Sublicensee hereunder within [***] after Company has received written notice from Flagship of such Licensed Patent Challenge. Notwithstanding any provision of this Agreement, Flagship may seek redress for any Licensed Patent Challenge in any court of competent jurisdiction in its sole discretion. "**Licensed Patent Challenge**" means any direct dispute or challenge, or any knowing or willful assistance in the dispute or challenge, of the validity, patentability, or enforceability of any Foundational IP or any claim thereof, or opposition or assistance in the opposition of the grant of any letters patent within the Foundational IP, in any legal or administrative proceedings, including in a court of law, before the U.S. PTO or other agency or tribunal in any jurisdiction, or in arbitration, including without limitation by reexamination, inter partes review, opposition, interference, post-grant review, nullity proceeding, preissuance submission, third party submission, derivation proceeding or declaratory judgment action; provided, however, that the term "Licensed Patent Challenge" shall not include arguments, or any other statements or allegations, made by or on behalf of Company, its Subsidiary or its Sublicensee that distinguish the inventions claimed in Patents Controlled (except by virtue of this Agreement or a Sublicense) by Company, its Subsidiary or its Sublicensee from those claimed in the Foundational IP in the ordinary course of ex parte prosecution of such Patents Controlled by Company, its Subsidiary or its Sublicensee, including without limitation any reissue or reexamination patents or patent applications.

(ii) Company shall include provisions in all Sublicenses providing that, if the Sublicensee or its affiliate brings or participates in a Licensed Patent Challenge, the Sublicense will immediately terminate effective as of the first date of the Sublicensee's or its affiliate's first filing or participation in such Licensed Patent Challenge. The failure to include such automatic termination provision in a Sublicense shall constitute a material breach of this Agreement. If a Sublicensee or its affiliate undertakes a Licensed Patent Challenge, Company shall immediately terminate the applicable Sublicense. Any failure to immediately terminate the Sublicense as required by this Section 12.2(c)(ii) shall constitute a material breach of this Agreement.

12.3 **Termination by Company**. Following approval by the board of directors of Company, Company may terminate this Agreement, in its entirety, (a) without cause by giving [***] prior written notice thereof to Flagship, or (b) upon delivering written notice to Flagship, if Flagship materially breaches any obligation, covenant, condition, or undertaking of this Agreement to be performed by it hereunder and fails to cure such default within [***] of receiving written notice thereof.

13. EFFECT OF TERMINATION

13.1 **Continuing Obligations**. Termination or expiration of this Agreement shall not relieve Company of any monetary or any other obligation or liability accrued hereunder prior to the effective date of such termination, or rescind or give rise to any right to rescind any payments made or other consideration given to Flagship hereunder prior to the effective date of such termination or expiration. Termination or expiration of this Agreement shall not affect in any manner any rights of Flagship arising under this Agreement prior to the date of such termination or expiration. [***].

13.2 **Sublicenses**. Upon termination of this Agreement in its entirety for any reason other than by Company pursuant to Section 12.3, any then-current Sublicensee shall, from the effective date of such termination, automatically become a direct licensee of Flagship under, and subject to the terms and conditions of, this Agreement (subject only to modifications with respect to territory, field and exclusivity consistent with the scope of the applicable Sublicense and so as to accommodate all such Sublicensees), provided that (a) the applicable Sublicense does not provide that it terminates upon termination of this Agreement, (b) such Sublicensee is not the cause of a breach of this Agreement and is not in breach of the applicable Sublicense (or any provision of this Agreement applicable to such Sublicensee), (c) within [***] of such termination, such Sublicensee provides written notice to Flagship of its election to become a direct licensee of Flagship pursuant hereto and of its agreement to assume all obligations of Company hereunder, and (d) such Sublicensee cures any breach by Company of this Agreement (including payment obligations); and provided further, however, that Flagship (x) shall not have under any such direct license (i) any obligations that are greater than or inconsistent with the obligations of Flagship under this Agreement or (ii) any fewer rights than it has under this Agreement, and (y) shall have no liability for any obligations arising prior to the effective date of such direct license or for any obligations of Company whenever arising and Flagship shall be released from any and all liability relating to such obligations.

13.3 **Survival of Terms**. In addition to any provision which by its terms contemplates performance after the Term, the following provisions shall survive the expiration or termination of this Agreement: Sections 1 (Definitions), 4 (Payments), 5.4 (Records and Audit Rights), 6 (Confidentiality; Publicity; Use of Name), 9 (Representations; Disclaimer of Warranties; Limitation of Liabilities), 10 (Indemnification), 11 (Insurance), 13 (Effect of Termination), and 14 (Additional Provisions).

14. ADDITIONAL PROVISIONS

14.1 **Independent Contractors**. The Parties are independent contractors. Nothing contained in this Agreement is intended to create an agency, partnership or joint venture between the Parties. At no time will either Party make commitments or incur any charges or expenses for or on behalf of the other Party.

14.2 **Compliance with Laws**. Company must comply with all prevailing Laws that apply to its activities or obligations under this Agreement. For example, Company will comply with applicable United States export Laws. The transfer of certain technical data and commodities may require a license from the applicable agency of the United States government and/or written

assurances by Company that Company will not export data or commodities to certain foreign countries without prior approval of the agency. Flagship does not represent that no license is required, or that, if required, the license will issue.

14.3 **Marking**. Company shall, and agrees to require its Subsidiaries and Sublicensees to, comply with any marking requirements of the intellectual property Laws of the applicable countries in the Territory to the extent any failure to do so would materially and adversely affect the Foundational IP or any Licensed Product, or either Party's ability to avail itself of all potential remedies for any infringement of the Foundational IP, and particularly agrees to permanently and legibly mark all Licensed Products made, used, reproduced, or sold under the terms of this Agreement, or their respective containers, in accordance with the applicable provisions set forth in the Patent marking and notice provisions under Title 35 of the United States Code. Any Sublicense shall impose on the Sublicensee obligations substantially similar to those imposed in this paragraph.

14.4 **Modification, Waiver and Remedies**. This Agreement may only be modified by a written amendment that is executed by an authorized representative of each Party. Any waiver must be express and in writing. No waiver by either Party of a breach by the other Party will constitute a waiver of any different or succeeding breach. Unless otherwise specified, all remedies are cumulative.

14.5 **Assignment**.

(a) Company may not assign this Agreement or any part of it, either directly or by merger or operation of Law, without the prior written consent of Flagship (which consent shall not be unreasonably withheld or delayed). Notwithstanding the foregoing, Company, or a secured creditor of Company after the occurrence and during the continuance of an event of default, under the applicable loan agreement, that remains uncured [***] following notice of default to Company may, without Flagship's consent but with prior written notice to Flagship, assign this Agreement to any Entity in the event of the merger, acquisition, consolidation, reorganization, change of control or sale of securities of Company with or to such Entity, or the transfer or sale of all or substantially all of Company's assets to which this Agreement relates to such Entity, provided that (i) Company or such secured creditor provides prior written notice to Flagship of such proposed transaction, and (ii) such Entity agrees in writing to be legally bound by this Agreement.

(b) Flagship may not assign this Agreement or any part of it, either directly or by merger or operation of Law, without the prior written consent of Company (which consent shall not be unreasonably withheld or delayed). Notwithstanding the foregoing, Flagship may, without Company's consent, (i) assign this Agreement (A) to a Flagship Entity (other than a portfolio company of a Flagship Entity or Subsidiary of such portfolio company), or (B) to any Entity in the event of the merger, acquisition, consolidation, reorganization, change of control or sale of securities of Flagship with or to such Entity, or the transfer or sale of all or substantially all of Flagship's assets to which this Agreement relates to such Entity, and (ii) freely assign to any Entity all of Flagship's rights to receive royalties under this Agreement, together with information, audit and other related rights, and to enforce such rights against Company.

(c) This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns. Any permitted assignment will not relieve the assigning party of responsibility for performance of any obligation of such party that has accrued at the time of the assignment. Any assignment granted, or purported to be granted, contrary to this Section 14.5 will be null and void.

14.6 **Notices**. Except as otherwise expressly set forth herein, any notice or other required communication under this Agreement (each, a "**Notice**") must be in writing, addressed to the Party's respective Notice Address, and delivered personally or by globally recognized express delivery service, charges prepaid. A Notice will be deemed delivered and received: (a) in the case of personal delivery, on the date of such delivery; and (b) in the case of a globally recognized express delivery service, on the Business Day that receipt by the addressee is confirmed pursuant to the service's systems. The "**Notice Address**" of each Party is as follows:

if to Flagship, to: Flagship Pioneering, Inc.
55 Cambridge Parkway, Suite 800E
Cambridge, MA 02142
Attention: Legal Notices

if to Company to: Generate Biomedicines, Inc.
55 Cambridge Parkway, Suite 800E
Cambridge, MA 02142
Attention: Legal Notices

14.7 **Severability and Reformation**. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement will remain in full force and effect. Such invalid or unenforceable provision will be automatically revised to be a valid or enforceable provision that comes as close as permitted by Law to the Parties' original intent.

14.8 **Headings and Counterparts**. The headings of the articles and sections included in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement. This Agreement may be executed in several counterparts, and execution signatures may be exchanged electronically including by facsimile or as scanned e-mail attachments, and signatures so exchanged shall be considered as original for all purposes and taken together will constitute one and the same instrument.

14.9 **Governing Law; Venue**. This Agreement will be governed in accordance with the Laws of the State of Massachusetts, without giving effect to the conflict of law provisions of any jurisdiction. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts.

14.10 **Integration**. This Agreement, together with all attached Exhibits, contains the entire agreement between the Parties, and supersedes all other oral or written representations, statements, or agreements with respect to such subject matter, including but not limited to any term sheet exchanged prior to this Agreement.

14.11 **Force Majeure**. Neither Party will be responsible for nonperformance caused by forces beyond the reasonable control of such Party, including fire, explosion, natural disaster, war (whether declared or not), act of terrorism, strike, or riot, provided that the nonperforming Party uses reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed, and notifies the other Party of such cause as promptly as is reasonably practical given the circumstances.

14.12 **Certain Conventions**. Any reference in this Agreement to an Article, Section, subsection, paragraph, clause or Exhibit shall be deemed to be a reference to an Article, Section, subsection, paragraph, clause or Exhibit, of or to, as the case may be, this Agreement, unless otherwise indicated. Unless the context of this Agreement otherwise requires, (a) all definitions set forth herein shall be deemed applicable whether the words defined are used herein with initial capital letters in the singular or the plural, (b) the word "will" shall be construed to have the same meaning and effect as the word "shall," (c) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (d) any reference herein to any Party shall be construed to include the Party's successors and assigns, (e) the word "notice" shall mean notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement, (f) provisions that require that a Party or the Parties "agree," "consent" or "approve" or the like shall require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but excluding e-mail and instant messaging), (g) references to any specific Law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement or successor Law, rule or regulation thereof, (h) words of any gender include each other gender, (i) words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to the particular provision in which such words appear, (j) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "but not limited to," "without limitation," "inter alia" or words of similar import, and (k) unless "Business Days" is specified, "days" shall mean "calendar days." In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

14.13 **Business Day Requirements**. In the event that any notice or other action or omission is required to be taken by a Party under this Agreement on a day that is not a Business Day, then such notice or other action or omission shall be deemed to be required to be taken on the next occurring Business Day.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY:

Generate Biomedicines, Inc.

BY: /s/ Michael Nally

NAME: Michael Nally

TITLE: CEO

FLAGSHIP:

Flagship Pioneering Innovations VI, LLC,
By: Flagship Pioneering Fund VI General Partner LLC
its manager
By: Flagship Pioneering, Inc.
its manager

By: /s/ Noubar B. Afeyan
Name: Noubar B. Afeyan
Title: President and CEO

Exhibit A

Foundational IP

[***]

Exhibit B

New IP

Exhibit C

Form of Bi-Annual Report

[***]

Exhibit D

Payment Instructions

[***]

Exhibit 10.12

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

LICENCE AGREEMENT

between

LONZA SALES AG

and

GENERATE BIOMEDICINES, INC.

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APPENDIX

1	Patent Rights
2	CDACF Base Powders
3	CDACF Supplements, Media and Feeds
4	CDACF Know-How
5	Vectors
6	GS piggyBac® Materials

THIS AGREEMENT is made the 03 Aug-2023 | 21:46:42 MESZ provided that, notwithstanding the foregoing date of execution by the Parties, this Agreement shall be deemed effective as of 1 July 2023 (the "**Effective Date**")

BETWEEN

LONZA SALES AG incorporated and registered in Switzerland whose registered office is at Muenchensteinerstrasse 38, CH-4002, Basel, Switzerland (hereinafter referred to as "**Lonza**"), and

GENERATE BIOMEDICINES, INC., incorporated and registered in USA whose registered office is at 101 South Street, Suite 900, Somerville, MA 02143, USA (hereinafter referred to as "**Licensee**")

The Licensee and Lonza shall jointly be referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS

A. Lonza is the proprietor of the System and the CDACF System and has the right to grant certain Intellectual Property Rights in relation thereto (all as defined below).

B. The Licensee and Lonza, together with Lonza's Affiliate, Lonza AG, have entered into a Development and Manufacturing Services Agreement dated as of July 19, 2022, as amended (the "**DMSA**"), pursuant to which Lonza and Lonza AG have agreed to perform certain Services for Licensee, including the manufacture of Product (as defined below).

C. The Licensee wishes to take a licence under Intellectual Property Rights of which Lonza is the proprietor in order to use the System and CDACF System (together with the Transfected Cell Line) to commercially exploit the Product (as defined below) on the terms set out in this Agreement.

NOW THEREFORE the Parties hereby agree as follows:

1. Definitions and Interpretation

1.1 In this Agreement the following words and phrases shall have the following meanings:

"**Affiliate**" means any company, corporation, limited liability company, partnership or other entity which directly or indirectly controls, is controlled by or is under common control, directly or indirectly, with the relevant Party to this Agreement. "Control" means the ownership of more than fifty percent (50%) of the issued share capital of the entity in question or the legal power to direct or cause the direction of the general management and policies of the entity in question. Such entity shall be deemed an Affiliate only so long as it satisfies the foregoing definition.

"**CDACF Base Powders**" means the applicable version of the powders set out in Appendix 2.

"**CDACF Feeds**" means the applicable version of the concentrated nutrient solutions used in order to maintain the growth and productivity of mammalian cells, as more fully set out in Appendix 3.

"**CDACF Know-How**" means any Know-How specifically relating to the applicable version of the CDACF Base Powders, CDACF Feeds, CDACF Media or the CDACF Supplements used either in combination or individually, as set out in Appendix 4.

"**CDACF Media**" means the applicable version of the solutions of nutrients used in mammalian cell culture, as more fully set out in Appendix 3.

"**CDACF Supplements**" means the applicable version of the supplement solutions, as more fully set out in Appendix 3.

"**CDACF System**" means the CDACF Base Powders, CDACF Feeds, CDACF Media, CDACF Know-How and the CDACF Supplements used either in combination or individually.

"**Cell Line**" means Lonza's [***] cell line.

"**Competing Entity**" means [***].

"**Confidential Information**" means any Know-How and confidential information (in any format and on any media) disclosed by one Party to the other in connection with this Agreement including for the avoidance of doubt the terms of this Agreement itself. In the case of Lonza, Confidential Information shall mean all information relating to the System and/or CDACF System and any other materials, specifications or information which is provided and/or disclosed by Lonza, its Affiliates and their respective officers, employees, agents and advisors to the Licensee and its officers, employees, agents and advisors, whether directly or indirectly, including, without limitation, all agreements, research databases, trade secrets, Intellectual Property Rights, business and/or commercial and/or financial data, specifications, technical designs, documents and drawings which are related to the System, the CDACF System and/or Lonza's business.

"**DMSA**" means as defined in recital (B) above.

"**Effective Date**" means as defined above.

"**First Commercial Sale**" means the date of the first sale or other disposal of Product for consideration by or on behalf of Licensee in that particular country following regulatory approval in such country, For the avoidance of doubt, First Commercial Sale will not include: (i) an intercompany sale of Product (provided, however, that the onward sale to a Third Party end user of Product at arm's length following Regulatory Approval shall be included as a First Commercial Sale), (ii) sales of Product made prior to Regulatory Approval in such country where such sale or disposal of Product is to be used for clinical trials, or (iii) the disposal or transfer of such Product for a bona fide charitable purpose, including expanded access, compassionate use or named patient use.

"**GS piggyBac®**" means Lonza's gene delivery system known as GS piggyBac® for use in the GS piggyBac® Field consisting of the GS piggyBac® Materials and the GS piggyBac® Know-How, whether used individually or in combination with each other. For the avoidance of doubt, any gene or genes proprietary to Licensee inserted into GS piggyBac® do not form part of GS piggyBac®.

"**GS piggyBac® Field**" means the use of Cell Line and the production and use of Vectors and/or the GS piggyBac® Materials to produce biological molecules for all purposes directly related to the production of human therapeutic products only (not for animal therapeutic products).

"**GS piggyBac® Know-How**" means Know-How relating directly or indirectly to GS piggyBac® known to Lonza, or its Affiliates, from time to time of which Lonza, or its Affiliates, is the proprietor or in which Lonza, or its Affiliates, has certain rights including for use in the GS piggyBac® Field and which at all times vests in Lonza.

"**GS piggyBac® Materials**" means those materials referred to in Appendix 6.

"**Initiation**" means, with respect to any clinical trial, the first date that a human subject is dosed in such clinical trial.

"**Intellectual Property Rights**" means all rights, title and interests, vested and/or arising out of any industrial or intellectual property, whether protected at common law or under statute, which includes (without limitation) any rights and interests in patents, copyrights, designs, trademarks, service marks, trade-names, technology, business names, logos, commercial symbols, processes, developments, licenses, trade secrets, goodwill, drawings, computer software, formulae, technical information, research data, procedures, Confidential Information and any other knowledge of any nature whatsoever throughout the world whether in existence today or which will come into existence in the future, and including all applications for patents, copyrights, trademarks, trade names, rights to apply and any amendments/modifications or renewals thereto; and all other intellectual property rights.

"**Know-How**" means any technical and other information, whether patented or unpatented, including, but without prejudice to the generality of the foregoing, ideas, concepts, trade secrets, know-how, inventions, discoveries, data, formulae, specifications, processes, procedures for experiments and tests and other protocols, results of experimentation and testing, fermentation and purification techniques and assay protocols.

"**Licensed Know-How**" means the System Know-How, GS piggyBac® Know-How and CDACF Know-How.

"**Net Sales**" means [***]:

"**Patent Rights (Lonza)**" means the patents and applications, short particulars of which are set out in Appendix 1A, and all patents and applications thereof of any kind throughout the world whether national or regional including but without prejudice to the generality of the foregoing, author certificates, inventor certificates, improvement patents, utility certificates and models and certificates of addition, and including any divisions, renewals, continuations, continuations in part, reissues, patent disclosures, improvements and extensions of reissue thereof.

"**Patent Rights (Third Party)**" means the patents and applications, short particulars of which are set out in Appendix 1B, and to the extent granted to Lonza by the owners of the Patent Rights (Third Party), all patents and applications thereof of any kind throughout the world whether national or regional including but without prejudice to the generality of the foregoing, author certificates, inventor certificates, improvement patents, utility certificates

and models and certificates of addition, and including any divisions, renewals, continuations, continuations in part, reissues, patent disclosures, improvements and extensions of reissue thereof.

"**Product**" means GFA003 of which Licensee is the proprietor and which (or a component of which) is obtained by the expression of any one gene or of any combination of genes by use of the System and/or CDACF System, or any formulation containing the same.

"**Regulatory Approval**" means the act of a Regulatory Authority necessary for the marketing and commercial sale of a pharmaceutical product in a country or regulatory jurisdiction.

"**Regulatory Authority**" means (a) the FDA; (b) EMA; or (c) any supranational, national or local agency, authority, department, inspectorate, ministry official, parliament or public or statutory person of any government of any country having jurisdiction over any of the activities contemplated by the Agreement or the Parties, or any successor bodies thereto.

"**Royalty Term**" shall have the meaning ascribed to it in Clause 5.3.

"**Strategic Partner**" means a person or entity: (i) with whom Licensee has entered into a contractual relationship to collaborate in the performance of research and development, identify a therapeutic target, and/or commercialize a Product; and (ii) the Parties agree is to be designated a Strategic Partner under this Agreement in accordance with Clause 4.4.3. In no event may any entity whose role in the relationship is a contract manufacturer be deemed a Strategic Partner for the purposes of this Agreement, and such entity shall be deemed a Strategic Partner only so long as it satisfies the foregoing definition.

"**Sublicensee**" means any Strategic Partner or other Third Party to which Licensee grants a sublicence of the rights granted to Licensee pursuant to this Agreement.

"**System**" means Lonza's glutamine synthetase gene expression system known as GS Xceed® consisting of the System Materials, the System Know-How, and GS piggyBac® (whether used individually or in combination with each other) and including any part of such system that is embodied within or otherwise used to create the Transfected Cell Line(s). For the avoidance of doubt, any gene proprietary to Licensee inserted into the System for the purposes of producing Product does not form part of the System.

"**System Know-How**" means Know-How relating directly or indirectly to the System known to Lonza from time to time, of which Lonza is the proprietor (including, without limitation: (i) manuals of operating procedures for the System; (ii) regulatory information supplied in connection with the System; (iii) [***]; (iv) Know-How concerning the composition of the System; and (v) any such Know-How that is otherwise embodied within one or more component(s) of the System).

"**System Materials**" means the Cell Line and Vectors.

"**Territory**" means worldwide.

"**Third Party**" means any individual or entity other than Lonza and Licensee.

"**Transfected Cell Line(s)**" means the Cell Line transfected by or on behalf of Licensee and which expresses Product.

"**Valid Claim**" means a claim within the Patent Rights (Lonza) or the Patent Rights (Third Party) (including any re-issued and unexpired claims) which, but for the licence and other rights granted pursuant to Clauses 4.1 to 4.4 hereof, would be infringed by the manufacture, use, sale, offer for sale, exportation or importation of Product by Licensee or its Sublicensees and which:

(a) has not been finally revoked, held invalid or declared unpatentable or unenforceable in a decision of a court or other body of competent jurisdiction that is unappealable or unappealed within the time allowed for appeal;

(b) has not been finally cancelled, withdrawn, abandoned or finally disallowed by any administrative agency or other body of competent jurisdiction, without the possibility of appeal (or refiling of such application, in the case of a claim of a pending application), or unappealed within the time allowed for appeal; and

(c) is being prosecuted in good faith (in the case of a claim of a pending application) and has been pending less than [***] from the date of filing of the earliest patent application from which such patent application claims priority.

For clarity, in the event that any pending claim of a patent application that does not meet the criteria under subpart (c) subsequently becomes an issued claim that would qualify under subpart (a) or (b) of this provision, such claim, once it issues, shall thereafter be considered a Valid Claim under this definition.

"**Vectors**" means Lonza's [***] vectors set out in Appendix 5.

1.2 The headings of this Agreement are inserted only for convenience and shall not affect the construction hereof.

1.3 Where appropriate words denoting a singular number only shall include the plural and vice versa.

1.4 References to the recitals, clauses and appendices shall be deemed to be a reference to the recitals, clauses and appendices to this Agreement and shall form an integral part of this Agreement.

1.5 References to any statute or statutory provision include a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

1.6 Reference in this Agreement to Lonza shall, unless repugnant to the subject or context thereof, include its Affiliates, successors and assigns.

2. Supply of System Know-How, GS piggyBac® Know-How and CDACF System

2.1 Unless previously supplied by Lonza under a separate agreement, Lonza shall, if requested by Licensee in writing, supply further System Know-How as required by

Licensee solely for regulatory purposes (and which shall, when permitted and at Lonza's sole discretion, only be supplied directly to the regulatory agency by Lonza). Any such System Know-How provided to Licensee hereunder (together with all other applicable components of the System previously received by Licensee) shall be used strictly in accordance with the terms of this Agreement.

2.2 In relation to the CDACF System, Lonza shall following signature of this Agreement: (a) provide Licensee with details of how to purchase the CDACF Base Powders and CDACF Supplements to enable Licensee to make CDACF Feeds and CDACF Media; and (b) if requested in writing by Licensee and required for use under this Agreement, supply Licensee with the CDACF Know-How.

2.3 Should any transportation of the System and/or CDACF System be arranged by Lonza on behalf and at the written direction of Licensee, such transportation shall be made at the sole risk of the Licensee. The Licensee shall indemnify Lonza against all losses, expenses, demands, claims, actions, judgments, assessments, damages, liabilities, fines, penalties, costs and fees incurred by Lonza by reason of such transportation, in all cases, subject to the limitations in Clause 7.8.

3. Ownership of Property and Intellectual Property

3.1 Save for any Intellectual Property Rights licensed to Lonza, it is hereby acknowledged and agreed that as between the Parties any and all property and Intellectual Property Rights in the System and the CDACF System is vested in Lonza. Similarly it is hereby acknowledged as between the Parties any and all Intellectual Property Rights in the Product, and any gene proprietary to Licensee (or any of its licensors or sublicensees), in each case, inserted into the System, or used with the System and/or CDACF System, for the purpose of producing Product is vested in Licensee (or its applicable licensors and sublicensees)to the extent that this is severable from and does not otherwise disclose, infringe or reveal any Intellectual Property Rights of Lonza.

4. Licences

Commercial Activities Licence

4.1 Lonza hereby grants to Licensee on the Effective Date:

4.1.1 a worldwide non-exclusive licence under the System, CDACF System, the Patent Rights (Lonza) and the Licensed Know-How (with the right to sublicence pursuant to Clause 4.2 below); and

4.1.2 a worldwide non-exclusive sublicence under the Patent Rights (Third Party) (with the right to sublicense, subject to Clause 4.2 below),

in each case Clause 4.1.1 and Clause 4.1.2 to market, sell, offer for sale, distribute, import and export (or have marketed, sold, offered for sale, distributed, imported and exported, in accordance with Clause 4.2), Product in the Territory ("**Commercial Activities**").

4.2 Subject to the provisions of this Clause 4.2 and the terms and conditions of this Agreement, Licensee shall be entitled to grant a sublicence to the rights granted by Clause 4.1 including the right to grant further sublicenses in accordance with Clause 4.2.4 (each a "**Commercial Activities Sublicence**") to any one or more Third Parties for the purposes of any such Third Party undertaking Commercial Activities (each a "**Commercial Activities Sublicensee**") provided always:

4.2.1 Licensee shall ensure each Commercial Activities Sublicensee's use of the Product is undertaken solely for undertaking Commercial Activities;

4.2.2 Each Commercial Activities Sublicensee shall not, by virtue of this Agreement, be granted any right or licence, either express or implied, to the System, CDACF System, Patent Rights (Lonza) and the Patent Rights (Third Party) other than for undertaking Commercial Activities for or on behalf of Licensee. Any such Commercial Activities Sublicence may be transferred to another Commercial Activities Sublicensee, provided always that such Commercial Activities Sublicence continues to be granted directly by Licensee in accordance with the terms of this Agreement; and

4.2.3 Licensee shall notify Lonza in writing within a period of [***] of granting a Commercial Activities Sublicence under this Agreement.

4.2.4 [***].

Manufacturing Activities Licence:

4.3 Lonza hereby grants to Licensee on the Effective Date:

4.3.1 a worldwide (subject to this Clause 4) non-exclusive licence under the System, CDACF System, the Patent Rights (Lonza) and Licensed Know-How (with the right to sublicence pursuant to Clause 4.4 below); and

4.3.2 a worldwide (subject to this Clause 4) non-exclusive sublicence under the Patent Rights (Third Party) (with the right to sublicense pursuant to Clause 4.4 below),

in each case Clause 4.3.1 and Clause 4.3.2 to use, develop and manufacture, Product at Licensee's premises located at (i) 101 South Street Somerville, MA 02143, (ii) 4 Corporate Dr., Andover, MA 01810, or (iii) such other premises approved in writing by Lonza under the terms of this Agreement ("**Manufacturing Activities**").

4.4 Subject to the provisions of this Clause 4.4 and the terms and conditions of this Agreement, Licensee shall be entitled to grant a sublicence to the rights (excluding the right to grant an onward sublicence) granted by Clause 4.3 (each a "**Manufacturing Sublicence**") to any one or more Third Parties for the purposes of any such Third Party undertaking Manufacturing Activities for or on behalf of Licensee (each a "**Manufacturing Sublicensee**") provided always:

4.4.1 Licensee shall ensure each such Manufacturing Sublicensee's use of the System, the CDACF System and Lonza's Intellectual Property Rights (subject always to Clause 4.6) is undertaken solely for undertaking Manufacturing Activities for or on

behalf of Licensee. Any Manufacturing Sublicence shall be granted directly by Licensee, and it is expressly acknowledged and agreed that in no event shall tiered sublicensing of such Manufacturing Sublicences be permitted;

4.4.2 Each Manufacturing Sublicensee shall not, by virtue of this Agreement, be granted any right or licence, either express or implied, under any patent or proprietary right vested in Lonza or otherwise, to use the System, the CDACF System, Lonza's Intellectual Property Rights or the Product other than for undertaking Manufacturing Activities for or on behalf of Licensee. Licensee agrees to ensure that such Manufacturing Sublicensee shall not assign, transfer, further sublicense or otherwise make over the benefit or the burden of the rights granted to it pursuant to this Agreement;

4.4.3 Prior to the grant of any Manufacturing Sublicence pursuant to this Clause 4, Licensee shall obtain the written consent of Lonza (such consent not to be unreasonably withheld, conditioned or delayed) to the grant of such sublicence. It is agreed between the Parties that Lonza shall be considered to be reasonably withholding its consent if it reasonably determines that such Manufacturing Sublicensee will be unlikely to fulfil its confidentiality obligations and/or its obligations regarding Lonza's Intellectual Property Rights under a Manufacturing Sublicence granted in accordance with this Agreement should Lonza's Intellectual Property Rights be sub-licensed to the proposed Manufacturing Sublicensee. The Licensee shall notify Lonza in writing within a period of [***] of granting each Manufacturing Sublicence under this Agreement; and

4.4.4 Within [***] following termination of this Agreement or termination or expiry of Licensee's arrangements with any such Manufacturing Sublicensee (whichever occurs earlier), Licensee shall confirm in writing to Lonza that Transfected Cell Lines and Licensed Know-How (including materials provided to such Manufacturing Sublicensee relating directly or indirectly to the System or the CDACF System) are destroyed and/or returned to Licensee.

General Licence Restrictions (Commercial Activities and Manufacturing Activities)

4.5 Any Manufacturing Sublicence or Commercial Activities Sublicence granted by Licensee shall be granted expressly subject to the terms of this Agreement, and it shall be Licensee's responsibility to ensure the strict adherence by each Manufacturing Sublicensee and Commercial Activities Sublicensee hereunder to the terms and conditions of this Agreement. Licensee shall be responsible and liable to Lonza for the acts or omissions of each Manufacturing Sublicensee and Commercial Activities Sublicensee herein.

4.6 Notwithstanding any other provision, (i) Licensee shall not transfer the Cell Lines and/or Vectors and/or GS piggyBac® Materials to any Third Party and (ii) Licensee shall not transfer any Licensed Know-How, in each case, without Lonza's prior and express written consent, provided, however, that in the case of clause (i) and (ii) above, the transfer of Transfected Cell Lines and related Licensed Know-How to a Manufacturing Sublicensee is permitted solely for the purposes of and subject to Clause 4.4.

4.7 Licensee hereby undertakes that it will neither reverse engineer nor make any modifications, adaptations or improvements to the System and/or the CDACF System and/or Transfected Cell Lines (including for the avoidance of doubt but not by way of limitation inserting alternate cell lines and/or vectors) without Lonza's prior written consent, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

4.8 Licensee shall use the System only in accordance with the licences granted under Clause 4, and shall not use, cause the use of or permit to be used the System for any purpose not directly authorised by this Agreement.

4.9 The CDACF System may only be used in conjunction with the System and may not be used in conjunction with any other gene expression system or for any other purpose whatsoever.

4.10 If, on a country-by-country basis, any granted patents that form part of the Patent Rights (Lonza) or Patent Rights (Third Party) (including any re-issued patents and unexpired patents), subsequently expire or no longer contain a Valid Claim, such Patent Rights (Lonza) or Patent Rights (Third Party) shall automatically fall outside the scope of this Agreement for that particular country and the provisions of Clauses 4.1 to 4.9 shall only apply in that particular country, with respect to granted patents, to those granted patents which contain a Valid Claim and form part of the Patent Rights (Lonza) or Patent Rights (Third Party) for as long as those granted patents remain in force.

4.11 Notwithstanding Clause 4.10, on a country-by-country basis, where no Valid Claim remains in force, the provisions of Clauses 4.1 to 4.9 shall continue to apply with respect to: (i) the System Materials (together with the Transfected Cell Line(s)); and GS piggyBac® Materials; and (ii) the Licensed Know-How, provided that such provisions shall only apply to the Licensed Know-How for as long as any part of such Licensed Know-How remains secret and substantial in that country.

4.12 No licence is granted save as expressly provided herein and no licence in addition thereto shall be deemed to have arisen or be implied by way of estoppel or otherwise.

Additional Licensee Obligations

4.13 Licensee shall notify Lonza within [***] of any of the following events (where applicable):

4.13.1 when Product moves from phase I to phase II and from phase II to phase III;

4.13.2 the commencement of any manufacturing of Product by Licensee, Licensee's Affiliate or Licensee's Strategic Partner (for the purposes of Clause 5.1.2.1(i) below), whether occurring before or after Initiation of phase II clinical trials;

4.13.3 receipt of the first Regulatory Approval for Product (for the purposes of Clause 5.1.2.1(ii) below); and

4.13.4 when the Product is first offered for commercial sale.

4.14 Licensee shall obtain at its own expense all licences, permits and consents necessary for the commercial sale and/or exploitation of Product in the Territory.

4.15 Licensee acknowledges and agrees that the exercise of the licence granted to the Licensee under this Agreement is subject to all applicable laws, enactments, regulations and other similar instruments in the Territory, and the Licensee understands and agrees that it shall at all times be solely liable and responsible for such due observance and performance.

5. Payments

5.1 In consideration of the licences granted to Licensee pursuant to Clauses 4.1 and 4.3 above, and in consideration for the right to sublicence the rights granted by Clauses and 4.3, pursuant to Clauses 4.2 and 4.4 respectively, Licensee shall pay Lonza as follows, subject to the adjustment as set forth in Clause 5.2:

5.1.1 in respect of Product manufactured by Lonza, a royalty of [***] of Net Sales shall be payable by Licensee hereunder;

5.1.2 in respect of Product manufactured by Licensee, Licensee's Affiliate or Licensee's Strategic Partner (whether for clinical or commercial purposes):

5.1.2.1 one time milestone payments due as follows:

(i) [***]

(ii) [***]

5.1.2.2 a royalty of [***].

5.1.3 in respect of Product manufactured by any person or entity other than Lonza, Licensee, Licensee's Affiliate or Licensee's Strategic Partner (whether for clinical or commercial purposes) ("**Third Party Manufacturer**"):

5.1.3.1 a payment per sublicence due annually during the course of such sublicence (irrespective as to the years of manufacture), and being first payable on the commencement date of the relevant sublicence, as follows:

(i) [***]

(ii) [***]

5.1.3.2 a royalty of [***].

For clarity, the determination of which royalty rate above shall apply to the Net Sales of Product shall be determined based on the applicable entity that manufactures the drug substance (antibody) contained in the Product and shall not be determined based on the entity that manufactures any other component of the Product or that formulates, fills or finishes the Product.

5.2 If, on a country-by-country basis, neither (i) the use, sale, offer for sale or import of the Product in a particular country ("**Sales Country**") nor (ii) the manufacture and/or export for sale of the Product in the country of its manufacture (whether in the Sales Country or otherwise) ("**Manufacture Country**") are covered by a Valid Claim (either because no

patent or application was ever filed for any such country or the patent or application is no longer of effect) then in respect of sales in that Sales Country:

5.2.1 the royalties referred to in Clause 5.1.2.2 shall be at the rate of [***]; and

5.2.2 the royalties referred to in Clause 5.1.3.2 shall be at the rate [***].

5.3 Any royalty payments due under this Clause 5 shall be required in each country of the world on a country-by-country basis until the later of:

5.3.1 expiry of the last Valid Claim in that particular Sales Country;

5.3.2 expiry of the last Valid Claim in the Manufacture Country; and

5.3.3 ten (10) years from the First Commercial Sale of the Product in that particular Sales Country,

(the "**Royalty Term**"). For the avoidance of doubt, upon expiration of a Royalty Term in any individual country, all other terms and conditions of this Agreement shall remain in full force and effect.

6. Royalty Procedures

6.1 Licensee shall, and shall ensure that Sublicensees shall, keep true and accurate records and books of account (including but not limited to easily accessible electronic database records) containing all data necessary for the calculation of royalties payable to Lonza.

6.2 Licensee shall prepare a statement in respect of each calendar quarter which shall show for the immediately preceding quarter details of the sales of Product on a country-by-country basis, including a full list of all of the permitted deductions which have been applied by Licensee when calculating the Net Sales from the gross sales, and the royalty due and payable to Lonza thereon. Such statement shall be submitted to Lonza within [***] after the end of the calendar quarter to which it relates, together with a remittance for the royalties due to Lonza to which Lonza shall issue a receipted invoice in return.

6.3 The records and books of account referred to in Clause 6.1 shall, upon reasonable notice having been given by Lonza (which in no event shall be less than [***] prior notice), be open at all reasonable times during regular business hours for inspection by independent auditors selected by Lonza and reasonably acceptable to Licensee. The audit shall take place where the Licensee maintains such records and books of account and the auditors shall be entitled take copies of Licensee's records and books of account (solely to the extent that electronic copies are not available for such purposes). Such independent auditors shall enter into a customary confidentiality agreement with Licensee to maintain the confidentiality of the information and materials disclosed during the audit. Any such audit shall be conducted in a manner that does not interfere unreasonably with the operations of Licensee's business. Lonza may perform an audit [***]. Each audit shall begin upon the date specified by Lonza and shall be completed as soon as reasonably practicable. Lonza shall pay the costs of the independent auditors conducting such audit, unless the results of the audit reveal an underpayment of [***] or more by Licensee, in which case Licensee shall pay the reasonable costs of the independent auditors. If an audit concludes that an underpayment has occurred during the audited period, such

underpayment shall be remitted by the Licensee to Lonza within [***] after the date such auditor's written report identifying the underpayment is delivered to the Licensee. If an audit concludes that an overpayment has occurred during the audited period, such overpayment shall be carried forward and offset against future amounts payable by Licensee to Lonza (unless no such further amounts will be payable by Licensee under this Agreement, in which case Lonza shall remit such amount to Licensee within [***] after the date such auditor's written report identifying the underpayment is delivered to the Licensee). Receipt or acceptance by Lonza of royalty statements or payments due from Licensee pursuant to this Agreement shall not preclude Lonza from later questioning the accuracy or completeness of such statements. The Licensee shall procure that its Sublicensees shall grant rights directly to Lonza corresponding to those granted by the Licensee under this Clause 6.3.

6.4 All sums due under this Agreement:

6.4.1 shall be paid in Swiss Francs to Lonza;

6.4.2 are exclusive of any value added tax or any similar taxes, levies, imposts, duties and fees imposed by or under the authority of any government or public authority on the supply of goods and services (which excludes income property and similar taxes payable by Lonza), which shall be paid by Licensee; and

6.4.3 If Licensee is required by law to deduct or withhold such taxes from sums due to Lonza under this Agreement, Licensee shall pay to Lonza such additional amounts as are necessary to ensure receipt by Lonza of the full amount which Lonza would have received but for the deduction or withholding. If such additional amounts can be reduced or eliminated under local or treaty law, Lonza shall cooperate with Licensee in obtaining such deduction or exemption, it being understood that the primary responsibility for completion and timely filing of any applicable forms in this respect resides with Licensee and any withholding tax that could not be reduced or eliminated is to be born and paid by Licensee. For the avoidance of doubt, Licensee shall not be responsible for any income, property or similar taxes incurred by Lonza.

6.5 To the extent that Licensee reports [***].

6.6 Where a Party does not receive payment of any sum payable in accordance with the terms of this Agreement by the due date, interest shall accrue thereafter on the sum due and owing to such Party at the rate of [***] over the base rate from time to time of National Westminster Bank pie, interest to accrue on a day-to-day basis without prejudice to such Party's right to receive payment on the due date.

7. Liability and Warranties

7.1 Each Party hereby represents, warrants, covenants and undertakes to each other that:

7.1.1 it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization;

7.1.2 it has full corporate authority to enter into and to perform its obligations under this Agreement, and has full power and authority to execute and enter into this Agreement; and

7.1.3 the execution and entry into this Agreement by such Party, and the performance of its obligations under this Agreement, do not conflict with any agreement to which it is a Party or by which it is bound.

7.2 Lonza hereby represents and warrants to Licensee that:

7.2.1 (a) the Patent Rights (Lonza), and (to the best of Lonza's knowledge and belief as of the Effective Date, but without making specific enquiries) the Patent Rights (Third Party), are free and clear of any liens, charges and encumbrances (collectively "**Third Party Interests**") which, if enforced, would materially adversely affect Licensee's right to exercise the licences granted to Licensee under this Agreement; and (b) if any such Third Party Interests are enforced, Lonza would use all reasonable endeavours to mitigate any such impact on Licensee's ability to exercise the licences granted under this Agreement. For purpose of this Clause 7.2.1 only, and without limiting the meaning of the term "material," any effort to enforce a Third Party Interest that results in receipt by Licensee or a Sublicensee of a written request or order to cease conducting Commercial Activities or Manufacturing Activities under this Agreement will be deemed to be "material";

7.2.2 the patents included in the Patent Rights (Lonza) and Patent Rights (Third Party) are the only patents that must be licensed or sub-licensed by Licensee from Lonza and/or its Affiliates in order to operate the System and the CDACF System in accordance with the terms of this Agreement; and

7.2.3 based on its reasonable knowledge as at the Effective Date (having made no enquiries) the System and the CDACF System, independent of Product, do not infringe the Intellectual Property Rights of any Third Party, and so far as it is aware, no Third Party is currently threatening proceedings in respect of such infringement.

7.3 Subject to Clause 7.2, Lonza gives no further representation or warranty that the Patent Rights (Lonza) or Patent Rights (Third Party) which are patent applications will be granted or if granted will be valid nor that the exercise of the rights granted to Licensee hereunder will not infringe other patent rights or intellectual property rights vested in Lonza or any Third Party.

7.4 Without in any way limiting the license grants in Clause 4 and Lonza's representations and warranties in Clause 7.2, the Licensee hereby acknowledges: (i) that this is a licence to the Licensed Know-How, Patent Rights (Lonza) and the Patent Rights (Third Party) and not to any other Lonza Intellectual Property Rights and (ii) that in order to further exploit the Product (including, without limitation, in the event that Licensee or any Sublicensee utilises process or formulation technologies to manufacture and/or develop the Product), the Licensee may require additional licences under Lonza Intellectual Property Rights (other than those herein licensed) or under Third Party patent rights (including those vested in Affiliates of Lonza). It shall be the Licensee's responsibility to satisfy itself as to the need for such licences and if necessary to obtain such licences (save for any licences already granted by Lonza under the DMSA in relation to the manufacture of Product); provided that where any such Intellectual Property Rights vested in Lonza or its Affiliates

would prevent the Licensee and its Sublicensees from operating the System as permitted by the terms of this Agreement, then such patent rights shall be automatically included within the Intellectual Property Rights licensed to Licensee hereunder, solely to operate the System as contemplated by the terms of this Agreement.

7.5 **Indemnification (General)**:

(a) Each Party ("**Indemnifying Party**") shall indemnify and hold harmless the other Party and its Affiliates, and their respective officers, employees and agents (each an "**Indemnified Party**") at all times in respect of any and all losses, damages, costs and expenses (collectively "**Losses**") suffered or incurred as a result of any contractual, tortious or other claims or proceedings by Third Parties (collectively "**Third Party Claims**") against Indemnified Party arising out of the Indemnifying Party's breach of this Agreement, including breach of representations or warranties, violation of applicable law, negligence or wilful misconduct; provided that with respect to any Third Party Claim for which each Party is entitled hereunder to seek indemnification from the other Party, each Party as the Indemnifying Party shall indemnify the other Party for its Losses only to the extent of the Indemnifying Party's relative responsibility for the facts underlying the Third Party Claim.

(b) Without limiting the generality of Clause 7.5(a) above, Licensee shall further indemnify Lonza against any and all Losses incurred or suffered by Lonza, or for which Lonza may become liable, arising out of any act or omission of any Sublicensee that is (or, would be, if Sublicensee were a party to this Agreement) a breach of this Agreement.

7.6 **Product Liability**: Subject to Clauses 7.5 and 7.8, with respect to product liability claims or proceedings, the following shall apply: [***].

7.7 Any condition or warranty, other than those relating to title which might otherwise be implied or incorporated within this Agreement by reason of statute or common law or otherwise, is hereby expressly excluded.

7.8 EXCEPT FOR EITHER PARTY'S BREACH OF CLAUSE 8 HEREOF, SUBJECT TO CLAUSE 7.9, IN NO EVENT SHALL EITHER PARTY AND/OR THEIR RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY, THEIR AFFILIATES AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT WHETHER IN CONTRACT IN TORT IN NEGLIGENCE OR FOR BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY LOSS OF PROFITS, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

7.9 Nothing in this Agreement shall exclude or limit the liability of either Party for fraud or for death or personal injury caused by its negligence or for wilful misconduct, or for any other liability that may not be limited or excluded as a matter of law.

8. Confidentiality

8.1 Licensee expressly acknowledges that Confidential Information disclosed by Lonza pursuant to this Agreement is supplied in circumstances imparting an obligation of confidence and Licensee shall keep such Confidential Information secure, secret and confidential and undertakes to respect Lonza's proprietary rights therein and to use the same for the sole purpose of this Agreement and not during the period of this Agreement or at any time for any reason whatsoever to disclose, cause or permit to be disclosed such Confidential Information to any Third Party other than its Sublicensee hereunder for use in accordance with and subject to the terms of this Agreement. Licensee shall procure that only its employees and employees of its Sublicensee hereunder shall have access to Confidential Information and then only on a need-to-know basis and that all such employees shall be informed of their secret and confidential nature and shall be subject to the same obligations as Licensee and its Sublicensee hereunder pursuant to this Clause 8.1.

8.2 Lonza expressly acknowledges and undertakes that any Confidential Information disclosed by the Licensee to Lonza pursuant to this Agreement is disclosed in circumstances imparting an obligation of confidence and Lonza shall keep such Licensee's Confidential Information secure, secret and confidential and undertakes to respect Licensee's proprietary rights therein and to use the same for the sole purpose of this Agreement and not during the period of this Agreement or at any time for any reason whatsoever disclose and/or cause and/or permit to be disclosed such Licensee's Confidential Information to any Third Party.

8.3 Each Party will restrict the disclosure of the terms of this Agreement to such officers, employees, [***] and consultants of itself and its Affiliates ("**Representatives**") who have been informed of the confidential nature of the same and who have a need to know such terms. Prior to disclosure to such persons, the Party in receipt of the Confidential Information shall bind its and its Affiliates' Representatives to confidentiality and non-use obligations no less stringent than those set forth herein. The receiving Party shall notify the disclosing Party as promptly as practicable of any unauthorized use or disclosure. To the extent that either Party wishes to disclose any other Confidential Information to any of its Representatives, save as expressly permitted by this Clause 8, this shall be subject to obtaining the prior written consent of the other Party.

8.4 The obligations of confidence referred to in this Clause 8 shall not extend to any information which the receiving Party demonstrates:

8.4.1 is or shall become generally available to the public otherwise than by reason of a breach by the recipient Party of such information of the provisions of this Clause 8;

8.4.2 is known to the recipient Party of such information and is at its free disposal prior to its receipt from the other;

8.4.3 is subsequently disclosed to the recipient Party without obligations of confidence by a Third Party owing no such obligation of confidentiality to the disclosing Party; or

8.4.4 can be demonstrated by competent written evidence as having been independently developed by the recipient of the information in question without access to or use or knowledge of the information of the disclosing Party.

8.5 Notwithstanding the foregoing it is acknowledged between the Parties that Lonza or Licensee may be required to disclose Confidential Information to a government agency for the purpose of any statutory, regulatory or similar legislative requirement applicable to the production of Product, or to a court of law or to meet the requirements of any Stock Exchange to which the Parties may be subject. In such circumstances the disclosing Party will inform the other Party prior to disclosure being made as to the nature of the required disclosure, shall only make the disclosure to the extent legally required and shall seek to impose obligations of secrecy wherever possible. Notwithstanding such disclosure such Confidential Information shall otherwise remain subject to this Clause 8.

8.6 Each Party expressly agrees that any breach or threatened breach of the undertakings of confidentiality provided hereunder by a Party may cause irreparable harm to the other Party ("**Non-Breaching Party**") and that money damages may not provide a sufficient remedy to the Non-Breaching Party for any breach or threatened breach. In the event of any breach and/or threatened breach, then in addition to all other remedies available at law or in equity, the Non-Breaching Party shall be entitled to seek injunctive relief and any other relief deemed appropriate by the Non-Breaching Party.

9. Intellectual Property Enforcement

9.1 Lonza hereby undertakes and agrees that at its own discretion and expense it will:

9.1.1 prosecute or procure prosecution of such of the Patent Rights (Lonza) which are patent applications diligently so as to secure the best commercial advantage obtainable, as determined by Lonza in its commercially reasonable discretion, and will pursue, as determined by Lonza in its commercially reasonable discretion, all necessary actions against any Third Party that Lonza reasonably believes is infringing, misappropriating or violating any Lonza Intellectual Property Rights; and

9.1.2 pay or procure payment of all renewal fees in respect of the Patent Rights (Lonza) for the full term thereof and in particular will procure such renewal of the registrations thereof as may be necessary from time to time so far as it is reasonable to do so with particular reference to Lonza's commercial considerations.

9.2 Licensee shall promptly notify Lonza in writing of any infringement or improper or unlawful use of or of any challenge to the validity of the Patent Rights (Lonza) and/or Licensed Know-How. Lonza undertakes and agrees to take all such steps and proceedings and to do all other acts and things as may in Lonza's sole discretion be necessary to restrain any such infringement or improper or unlawful use or to defend such challenge to validity and Licensee shall permit Lonza to have the sole conduct of any such steps and proceedings including the right to settle them whether or not Licensee is a party to them. Licensee shall have the right at its own cost and for its own benefit to initiate, prosecute and control the enforcement of the Patent Rights (Lonza) against infringement by a Third Party in the Territory if all of the following conditions are fulfilled (a) the product manufactured through the infringing activity is a competing product to the Product, (b) Lonza has not granted rights to Third Parties which prevent Lonza from granting such a right to enforce to

Licensee, and (c) Lonza does not take steps to enforce its rights within [***] of being requested to do so by Licensee.

10. Term and Termination

10.1 This Agreement shall commence on the Effective Date and shall continue in full force and effect in each country of the world unless terminated earlier in accordance with the provisions of this Clause 10 or Clause 13.

10.2 Licensee may terminate this Agreement by giving [***] notice in writing to Lonza.

10.3 Either Lonza or Licensee may terminate this Agreement forthwith by notice in writing to the other upon the occurrence of any of the following events:

10.3.1 if the other commits a material breach of this Agreement which is irremediable or (in the case of a breach capable of remedy) shall not have been remedied within [***] of the receipt by the other of a notice identifying the breach and requiring its remedy; or

10.3.2 if the other is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant Party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or administrator appointed over all or any part of its assets or takes or suffers any similar action in consequence of a debt, or ceases for any reason to carry on business.

10.4 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies Lonza may terminate this Agreement immediately by giving written notice to Licensee if:

10.4.1 there is a change of control of Licensee (within the meaning of section 1124 of the Corporation Tax Act 2010) in circumstances where the entity acquiring such control of Licensee is a Competing Entity; or

10.4.2 the Licensee contests the secret or substantial nature of the Licensed Know-How. For the purposes of this Clause 10.4.2, “contests” shall mean any claim or overtly threatened claim made by or on behalf of Licensee against Lonza, in each case, in writing, pursuant to which:

(a) Licensee threatens to disclose or otherwise misappropriate the Licensed Know-How (or any part thereof) in breach of the terms of this Agreement; and/or

(b) the protection of such Licensed Know-How by Lonza will otherwise be materially and adversely compromised by the acts or omissions (or threatened acts or omissions) of the Licensee.

For the avoidance of doubt, nothing in this Clause 10.4.2 shall limit Lonza's ability to immediately seek emergency injunctive relief and/or other interim relief in respect of any challenge to the Licensed Know-How.

10.5 If this Agreement is terminated by Licensee pursuant to Clause 10.2 (or pursuant to applicable common law), or by Lonza or Licensee (as applicable) pursuant to Clauses 10.3, 10.4 or 13 (or otherwise pursuant to applicable common law), then any and all licences and sublicences granted to the breaching Party hereunder shall terminate with effect from the date of termination and Licensee shall destroy (or otherwise procure the destruction of) all System Materials, Transfected Cell Lines, GS piggyBac® Materials and Product and all Confidential Information which is provided by Lonza (including all Know-How and all Licensed Know-How) forthwith and shall certify such destruction immediately thereafter in writing to Lonza; provided, however, that the Licensee and its Sublicensees shall have the right to sell or otherwise dispose of all Product then on hand, subject to the payment of royalties and the other terms of this Agreement. Notwithstanding anything herein to the contrary, in the event that: (i) this Agreement is terminated by Lonza pursuant to Clause 10.3 and (ii) Licensee promptly informs Lonza in writing that one of its Sublicensees wishes to continue to commercially exploit the Product on the same commercial terms following such termination of this Agreement, Lonza will consider such request for a direct licence to the Sublicensee in good faith, *provided* that Licensee acknowledges that Lonza shall not be obligated to enter into any such direct licence agreement.

10.6 Termination for whatever reason of this Agreement shall not affect the accrued rights of the Parties arising in any way out of this Agreement as at the date of termination. The right to recover damages against the other and all provisions which are expressed to survive this Agreement shall remain in full force and effect.

10.7 The terms of Clauses 3, 4.5 to 4.9 (subject always to the consequences of termination in Clause 10.5), 5, 6, 7, 8, 10, 11 and 12 shall survive termination of this Agreement for whatever reason.[1]

11. Assignment

11.1 Subject to Licensee's rights to sublicence in accordance with Clause 4 and subject to Clauses 11.2 and 11.3 below, neither Party shall be entitled to assign, transfer, charge or in any way make over the benefit and/or the burden of this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed).

11.2 Lonza shall be entitled without the prior written consent of the Licensee to assign, transfer, charge, sub-contract, deal with or in any other manner make over the benefit and/or burden of this Agreement: (i) to an Affiliate; (ii) to any joint venture company of which Lonza is the beneficial owner of at least [***] of the issued share capital thereof (iii); to any company with which Lonza may merge; or (iv) to any company to which Lonza may transfer all or substantially all of its assets and undertaking.

[1] Note to Lonza: To be updated based upon final draft.

11.3 Licensee may assign this Agreement to a successor in interest of Licensee in the case of: (i) a sale of the rights in the Product, or (ii) the sale of substantially all of the assets related to this Agreement (the "**Assignment Transaction**"), provided in each case that:

11.3.1 Licensee gives prior written notice to Lonza of the Assignment Transaction (including relevant details of the assignee);

11.3.2 such assignee is not a Competing Entity; and

11.3.3 such assignee undertakes in writing to Lonza to be bound by Licensee's obligations under this Agreement, and further undertakes that any and all Manufacturing Activities performed by such assignee (and/or any use of the System or CDACF System, including the Transfected Cell Line) shall only take place in [***] ("**Approved Territory**"), unless otherwise approved in writing by Lonza.

11.4 This Agreement shall be binding upon the successors and assigns of the Parties and the name of a Party appearing herein shall be deemed to include the names of its successors and assigns provided always that nothing herein shall permit any assignment by either Party except as expressly provided herein.

12. Governing Law and Dispute Resolution

12.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

12.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this Clause, by a panel of three (3) arbitrators appointed in accordance with the said Rules. The seat, or legal place of arbitration shall be London, England and the arbitration shall be conducted in the English language. The arbitrator's award shall be final and binding.

13. Force Majeure

13.1 Neither Party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reason beyond the reasonable control of that Party. If that Party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one of the reasons set out in this Clause 13 such Party shall give written notice to the other of such inability stating the reason in question. The affected operations of this Agreement shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist the Party relying upon it shall give written notice to the other of this fact. If the reason continues for a period of more than [***], the Party not claiming under this Clause 13 shall have the right to terminate this Agreement by giving written notice of such termination to the other Party.

14. Illegality

14.1 If any provision or term of this Agreement or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including but without limitation by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the Parties or this Agreement (including the EC Commission or the European Court of Justice, to the extent applicable):

14.1.1 such provision shall, so far as it is illegal, invalid or unenforceable, be given no effect by the Parties and shall be deemed not to be included in this Agreement;

14.1.2 the other provisions of this Agreement shall be binding on the Parties as if such provision was not included therein; and

14.1.3 the Parties agree to negotiate in good faith to amend such provision to the extent possible for incorporation herein in such reasonable manner as most closely achieves the intention of the Parties without rendering such provision invalid or unenforceable.

15. Miscellaneous

15.1 This Agreement embodies and sets forth the entire agreement and understanding of the Parties and supersedes all prior oral and written agreements, representations, misrepresentations (where innocently or negligently made), understandings or arrangements relating to the subject matter of this Agreement ("**Understandings**"). Neither Party shall be entitled to rely on any Understandings which are not expressly set forth in this Agreement.

15.2 This Agreement shall not be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the Parties.

15.3 No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy under this Agreement preclude the exercise of any other right or remedy or preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

15.4 Except as required by law, the text of any press release or other public communication to be published by or in the media whether of a scientific nature or otherwise and concerning this Agreement (or Lonza's System and/or CDACF System) shall require the prior written approval of both Parties.

15.5 It is agreed and declared that the relationship between the Parties is on a principal-to-principal basis. Nothing contained in this Agreement shall constitute either Party as the legal representative and/or agent of the other Party, nor shall either Party have the right and/or authority to assume, create and/or incur any liability and/or obligation, express and/or implied in the name of or on behalf of the other Party.

15.6 Each of the Parties shall be responsible for its respective legal and other costs incurred in relation to the preparation of this Agreement.

15.7 The Parties do not intend that any term hereof should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, or by any other statute or common-law principle, by any person who is not a party to this Agreement.

15.8 This Agreement may be executed in two (2) counterparts and by each Party on a separate counterpart, each of which when executed and delivered shall constitute an original, but both counterparts shall together constitute but one and the same instrument.

16. Notice

16.1 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by registered post or by a reputable overnight courier or by email to a Party or delivered in person to a Party at the address set out below for such Party or such other address as the Party may from time to time designate by written notice to the other:

Address of Lonza

Lonza Sales AG, Muenchensteinerstrasse 38 CH-4002, Basel, Switzerland

With a copy to: Lonza Biologics Plc
228 Bath Road, Slough, Berkshire SL1 4DX
UK E-mail: [***]
For the attention of the Head of Legal Services

Address of Licensee
Generate Biomedicines, Inc.
101 South Street, Suite 900, Somerville, MA 02143, USA
E-mail: [***]
For the attention of: General Counsel

16.2 All such notices and documents shall be in the English language. Any such notice or other document shall be deemed to have been received by the addressee [***] following the date of dispatch of the notice or other document by post or, where the notice or other document is delivered by hand, at the time of such delivery or if by email simultaneously with the transmission. To prove the giving of a notice or other document it shall be sufficient to show that it was dispatched.

AS WITNESS the hands of the duly authorised representatives of the Parties hereto

Signed for and on behalf of LONZA SALES AG	/s/ Cordula Altekreuger	
	Associate General Counsel	TITLE
Signed for and on behalf of LONZA SALES AG	/s/ Ulrich Oswald	
	Vice President, BU Head, Licensing	TITLE
Signed for and on behalf of GENERATE BIOMEDICINES, INC.	/s/ Mike Nally	
	Chief Executive Officer	TITLE

Exhibit 10.17

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

STOCK PURCHASE AGREEMENT

by and among

GENERATE BIOMEDICINES, INC.,

PIONEERING MEDICINES 02, INC.,

PIONEERING MEDICINES 02, LLC,

and

FLAGSHIP LABS, LLC

Dated as of February 4, 2026

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of this 4th day of February, 2026 (the "**Execution Date**"), by and among Generate Biomedicines, Inc., a Delaware corporation ("**Generate**"), Pioneering Medicines 02, Inc., a Delaware corporation (the "**SPV**"), Pioneering Medicines 02, LLC, a Delaware limited liability company (the "**Stockholder**", and the Stockholder and the SPV, each a "**PM Party**" and collectively the "**PM Parties**"), and solely for purposes of Section 1.7 of Schedule 1.1 hereto, Flagship Labs, LLC ("**Flagship Parent**"). Generate and the Stockholder are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Generate and the SPV are parties to that certain collaboration agreement (the "**Original Collaboration Agreement**"), dated as of June 22, 2023, pursuant to which Generate and the SPV collaborated with respect to the research and development of products directed to the Subject Target and the Second Target, on the terms set forth therein;

WHEREAS, Generate and the PM Parties are parties to that certain drag-along agreement (the "**Drag-Along Agreement**"), dated as of June 22, 2023, which effectuated certain rights and obligations under the Original Collaboration Agreement;

WHEREAS, the Stockholder owns, beneficially and of record, one hundred percent (100%) of the issued and outstanding equity interests of the SPV (the "**Subject Shares**");

WHEREAS, Generate and the Stockholder have agreed to enter into this Agreement to effectuate the sale of all of the Subject Shares to Generate;

WHEREAS, Generate and the SPV have agreed to terminate the Original Collaboration Agreement, and Generate, the Stockholder, and the SPV have agreed to terminate the Drag-Along Agreement, in each case, in consideration of the Parties entering into this Agreement and, as further consideration for such termination, to revise the rights and obligations of Generate and the Stockholder as set forth on Schedule 1.1 hereto; and

WHEREAS, the Stockholder has approved this Agreement and the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

SHARE PURCHASE; CLOSING

Section 1.1 Subject Share Purchase. Upon the terms and conditions of this Agreement, at the Closing, the Stockholder shall (and does hereby covenant and agree to) sell, convey, assign, transfer, and deliver to Generate, and Generate shall purchase from the

Stockholder, all of the Subject Shares free and clear of all Liens. In consideration therefor, following the Closing Date, Generate shall pay the Stockholder the Net Sales Payments set forth in Section 1.4 of Schedule 1.1 and shall be granted the rights, and perform the obligations, in each case, set forth on Schedule 1.1, all in accordance with this Agreement.

Section 1.2 Closing; Actions at the Closing.

(a) The closing of the transactions contemplated by this Agreement (the "**Closing**") will take place by electronic (*i.e.*, email/PDF) exchange of documents simultaneously with the execution of that certain underwriting agreement relating to the initial public offering of Generate's common stock that is the subject of a confidential draft registration statement filed with the U.S. Securities and Exchange Commission on December 23, 2025 (the "**Underwriting Agreement**"). The Closing shall occur on the date of, and immediately following, the execution of the Underwriting Agreement if all other conditions to Closing set forth in this Agreement have been satisfied or waived as of or prior to such date. If the execution of the Underwriting Agreement does not occur on or before [***], then, in each case, this Agreement shall automatically terminate without further action by either Party, neither Party shall have any further obligations hereunder except for those provisions that expressly survive termination, and, for clarity, the Original Collaboration Agreement and the Drag-Along Agreement shall remain in full force and effect. To the extent permitted by Law and US GAAP, for Tax and accounting purposes, the Parties will treat the Closing as being effective at 12:01 a.m. (Eastern Time) on the date set forth above (the "**Closing Date**"). Except with respect to those provisions in this Agreement that are effective as of the Execution Date, no other provisions of this Agreement will be of force or effect until the Closing Date, unless such provision relates to an express action to be taken by a Party prior to the Closing Date.

(b) Upon the terms and subject to the conditions contained herein, at the Closing the Stockholder shall deliver (or cause to be delivered) to Generate certificates representing the Subject Shares accompanied by stock transfer forms duly executed to transfer the Subject Shares to Generate (or an Affiliate nominated by Generate).

(c) Prior to the Closing, the Stockholder shall deliver to Generate a duly executed IRS Form W-9, dated within [***] days prior to the Closing Date.

Section 1.3 Relationship of Generate and Stockholder Following Closing.

(a) As of the Closing Date, the Original Collaboration Agreement and the Drag-Along Agreement are both terminated in their entirety without further action by the Parties.

(b) Upon the terms and subject to the conditions contained herein, at the Closing, Generate shall have no further obligations to the Stockholder with respect to payment of any consideration, including under the Original Collaboration Agreement or the Drag-Along Agreement, except as expressly set forth in Schedule 1.1 hereto.

(c) The right of the Stockholder to receive the Net Sales Payments (i) does not represent any equity or ownership interest in the SPV or Generate and (ii) does not confer upon the Stockholder any rights available to stockholders of the SPV or Generate, including any voting or dividend rights.

(d) Prior to the Closing Date, Generate issued one or more invoices to the PM Parties for certain expenses incurred during [***]. To the extent any such invoices remain unpaid following the Closing Date, the Stockholder shall promptly reimburse Generate for such costs no later than [***] days after the Closing Date. In addition, if the Underwriting Agreement has not been executed as of [***], or if such Underwriting Agreement is terminated prior to [***], then, in either case, the PM Parties shall remain responsible for their share of costs incurred under the Original Collaboration Agreement for [***] (to the extent any such costs remain unpaid), plus all costs incurred during [***] and for so long as such Original Collaboration Agreement remains in effect.

Section 1.4 Tax Treatment.

(a) Unless otherwise required by applicable Law, for Tax purposes the Parties agree to treat the payment of the Net Sales Payments by Generate to the Stockholder pursuant to this Agreement (as adjusted pursuant to other provisions of this Agreement) as [***]. Unless otherwise required by applicable Law, the Parties agree that they and their Affiliates shall (i) prepare and file all Tax Returns required to be filed by the Parties or their Affiliates in a manner consistent with the foregoing and (ii) take no position on any Tax Return, or in any audit, or other proceeding with respect to Taxes in a manner that is inconsistent with the foregoing.

(b) Notwithstanding anything in Section 1.4(a) to the contrary, the Parties shall not be precluded from complying with accounting practices consistently applied (including to capitalize, amortize, or expense any payments hereunder), as reasonably determined in good faith by each respective party or their respective advisors, so long as all tax reporting is consistent with Section 1.4(a).

Section 1.5 Withholding. Generate and its agents (each, a "**Withholding Party**") shall be entitled to deduct and withhold from any amounts payable to the Stockholder or any other Person (each, a "**Payee**") hereunder any amounts it may be required to deduct and withhold under any applicable Tax Law, and to collect any necessary Tax forms, including Forms W-8 or W-9, as applicable, or any similar information, from any Payee hereunder. Amounts withheld under this Section 1.5 and paid over to the appropriate Governmental Authority shall be treated for all purposes of this Agreement as having been paid to the Payee in respect of which such deduction and withholding was made. In the event (a) a Governmental Authority retroactively determines that a payment made by a Withholding Party to a Payee pursuant to this Agreement should have been subject to withholding or similar (or to additional withholding or similar) Taxes, (b) the applicable Withholding Party remits such withholding or similar Taxes to the Governmental Authority, and (c) Generate promptly provides written notice to Stockholder of the same, Generate will have the right (i) [***] or (ii) [***]. Generate and the Stockholder agree to reasonably cooperate with one another and use commercially reasonable efforts to avoid or reduce Tax withholding or similar obligations in respect of payments made by Generate under this Agreement to the extent permitted by applicable Law.

ARTICLE II

REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SPV

To induce Generate to enter into this Agreement and consummate the transactions contemplated by this Agreement, the SPV and the Stockholder each represent to Generate that the statements contained in this ARTICLE II are true and correct as of the Execution Date and will be true and correct as of the Closing Date as though made on and as of the Closing Date of this Agreement, except to the extent such representations and warranties are specifically made as of a particular date (in which case such representations and warranties will be true and correct as of such date), and except as disclosed by the Stockholder or the SPV in the written Disclosure Schedule attached hereto as Schedule 2 (the "**Disclosure Schedule**"). The Disclosure Schedule shall be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in this ARTICLE II. The disclosures in any section or subsection of the Disclosure Schedule corresponding to any section or subsection of this ARTICLE II shall qualify other sections and subsections in this ARTICLE II only if indicated by cross-references to such other sections and subsections. Nothing in the Disclosure Schedule is intended to broaden the scope of any representation or warranty of the SPV contained in this Agreement, and disclosure of any item in the Disclosure Schedule shall not constitute an admission that such item is material or required to be disclosed. Except as otherwise expressly set forth herein, nothing in the Disclosure Schedule, other than the Permitted Disclosures, is intended to or will have the effect of limiting the rights and remedies Generate may have with respect to any Generate Indemnified Party, under ARTICLE V.

Section 2.1 Due Organization. The SPV is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. The SPV is duly qualified to transact business as a foreign corporation and is in good standing in each of the jurisdictions listed in Section 2.1 of the Disclosure Schedule, which jurisdictions are the only ones in which the ownership or leasing of the SPV's assets or properties or the conduct of the Business requires such qualification. The SPV has full corporate power and authority to own or lease, and to operate and use, its assets and properties, and to carry on its Business as now conducted. True and complete copies of the (a) the SPV Organizational Documents and all amendments thereto and (b) minute books of the SPV since the incorporation of the SPV have been delivered or made available to Generate. The SPV is not in Default under, or in violation of, any provision of its Organizational Documents, each as amended and in effect as of the date hereof.

Section 2.2 Ownership of Shares; Voting.

(a) All of the outstanding Subject Shares are owned by the Stockholder, and (i) all of the outstanding shares (including the number of shares of capital stock and the class or series of such shares) of the SPV are as set forth on Section 2.2(a) of the Disclosure Schedule, (ii) none of the Subject Shares are held in treasury, and (iii) there are no other Equity Interests of the SPV issued or outstanding.

(b) (i) Other than the Subject Shares, there are no Equity Interests of any class of the SPV, or any security exchangeable into or exercisable for such Equity Interests, issued, reserved for issuance, or outstanding, (ii) there are no options, warrants, equity securities, calls,

rights, commitments, or agreements to which the SPV is a party or by which the SPV is bound obligating the SPV to issue, exchange, transfer, deliver, or sell, or cause to be issued, exchanged, transferred, delivered, or sold, additional shares of capital stock or other Equity Interests of the SPV, or any security or rights convertible into, or exchangeable or exercisable for any such shares, or other Equity Interests, or obligating the SPV to grant, extend, otherwise modify or amend, or enter into, any such option, warrant, Equity Interest, call, right, commitment, or agreement, (iii) the SPV has no obligation (contingent or otherwise) to issue any subscription, warrant, option, convertible security, or other such right, or to issue or distribute to holders of any Equity Interests of the SPV any assets of the SPV, and (iv) the SPV has no obligation (contingent or otherwise) to purchase, redeem, or otherwise acquire any Equity Interests or to pay any dividend or to make any other distribution in respect thereof. The SPV does not have any outstanding equity compensation or equity-based compensation.

(c) There is no agreement, written or oral, between the SPV and the Stockholder relating to the sale or transfer (including agreements relating to rights of first refusal, co-sale rights, or "drag along" rights), registration under the Securities Act or the securities Laws of any other jurisdiction, or voting, of the capital stock of the SPV.

Section 2.3 Subsidiaries. There are no, and there never have been any, subsidiaries of the SPV. The SPV does not own or control, directly or indirectly, or have any direct or indirect equity participation or similar interest in, or any obligation to providing funding to, any corporation, partnership, limited liability company, joint venture, trust, or other business association, or entity.

Section 2.4 Authorization; No Conflict.

(a) The SPV has full corporate company power and authority to execute, deliver, and perform its respective obligations under this Agreement and the documents contemplated hereby. The execution, delivery, and performance by the SPV of this Agreement has been duly authorized and approved by all requisite corporate action and does not require any further authorization or consent of the SPV, the Stockholder, or board of directors of the SPV (the "**Board of Directors**"). This Agreement has been duly authorized, executed, and delivered by the SPV and is the legal, valid, and binding obligation of the SPV enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(b) Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions contemplated hereby, nor compliance with or fulfillment of the terms, conditions, and provisions hereof, in each case, by the SPV, shall:

(i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute, with or without the passage of time, or the giving of notice, or both, a Default, an event of default, or an event creating rights of acceleration, termination, modification, or cancellation, or a loss of rights under, any SPV Contract to which the SPV is a party or by which

the SPV is bound or to which any of its properties and assets are subject (including any SPV Contract) or any Permit affecting the properties, assets or Business of the SPV;

(ii) result in the creation or imposition of any Lien upon any of the properties or assets of the SPV;

(iii) conflict with, or result in a Default under, any provision of the Organizational Documents of the SPV;

(iv) subject to Section 4.4, conflict with or result in a material violation or breach of any applicable Law or any Court Order to which the SPV is a party; or

(v) subject to Section 4.4, require the approval, consent, authorization or act of, or the making by the SPV of any declaration, filing, notice or registration with, any Person.

(c) The Board of Directors at a meeting duly called and held, or by written consent in lieu thereof, have unanimously approved this Agreement and the transactions contemplated hereby. To the Knowledge of the SPV, no "business combination" or other anti-takeover Law or similar statute or regulation of any jurisdiction (collectively, "Takeover Provisions") that may purport to be applicable to this Agreement or the transactions contemplated hereby applies or purports to apply to this Agreement or the transactions contemplated hereby. The Board of Directors has taken all action necessary to ensure that any restrictions on business combinations contained in any applicable Law shall not apply to the transactions contemplated hereby.

Section 2.5 Financial Statements.

(a) The SPV has made available to Generate the following financial statements (the "**Financial Statements**"): the SPV's (i) unaudited balance sheet and income statement as of December 31, 2025 and for the year then ended and (ii) unaudited balance sheets and income statement as of January 31, 2026 (the "**Statement Date**") and for the one (1)-month period then ended. Each Financial Statement (including any notes thereto) has been prepared from the books and records of the SPV and in accordance with US GAAP (except that unaudited interim financial statements are subject to normal and recurring year-end adjustments which shall not be material in amount or effect and do not include footnotes) and fairly presents in all material respects the financial condition and results of operations of the SPV as of the dates, and for the periods, indicated thereon.

(b) Each of the Financial Statements fairly present in all material respects the assets, liabilities, business, financial condition, results of operations, and cash flows of the SPV as of the date thereof and for the period referred to therein and is consistent with the books and records of the SPV.

(c) The SPV has no indebtedness or any other liability or obligation, absolute or contingent (individually or in the aggregate).

(d) The SPV maintains accurate books and records reflecting its assets and liabilities and maintains proper and adequate accounting controls that provide assurance that (i) material transactions are executed with management's authorization, (ii) transactions are recorded as necessary to permit preparation of the financial statements of the SPV and to maintain accountability for the SPV's assets, and (iii) the reporting of assets of the SPV is compared with existing assets at regular intervals.

Section 2.6 Books and Records. The minute books and other similar records of the SPV contain complete and accurate records in all material respects of all actions taken at any meetings of the Stockholder, Board of Directors, or any committee thereof and of all written consents executed in lieu of the holding of any such meeting. The books and records of the SPV accurately reflect the assets, liabilities, business, financial condition, and results of operations of the SPV and have been maintained in accordance with good business and bookkeeping practices.

Section 2.7 Tax Matters.

(a) The SPV has properly filed on a timely basis all Tax Returns that it was required to file, and all such Tax Returns are true, correct, and complete in all material respects. The SPV has paid on a timely basis all Taxes, whether or not shown on any Tax Return, that were due and payable. The unpaid Taxes of the SPV (i) for taxable periods (or portions thereof) through the Statement Date do not exceed the accruals and reserves for Taxes (excluding accruals and reserves for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the balance sheet as of the Statement Date included in Financial Statements and (ii) for taxable periods (or portions thereof) through the Closing Date, will not exceed the reserve as adjusted for the passage of time through the Closing Date in accordance with US GAAP. All unpaid Taxes of the SPV for all taxable periods (or portions thereof) commencing after the Statement Date arose in the Ordinary Course of Business.

(b) In each case in all material respects, all Taxes that the SPV is or was required by Law to withhold or collect have been duly withheld or collected and, to the extent required, have been properly paid to the appropriate Governmental Authority, and the SPV has complied with all information reporting and backup withholding requirements, including the maintenance of required records with respect thereto, in connection with amounts paid to any employee, independent contractor, creditor, or other third party.

(c) The SPV is not, nor has it ever been, a member of an affiliated group with which it has filed (or been required to file) consolidated, combined, unitary, or similar Tax Returns. The SPV (i) does not have any liability under Treasury Regulation Section 1.1502-6 (or any comparable or similar provision of federal, state, local, or foreign Law), as a transferee or successor, pursuant to any contractual obligation, or otherwise for any Taxes of any Person and (ii) is not a party to or bound by any Tax indemnity, Tax sharing, Tax allocation or similar agreement.

(d) The SPV has delivered or made available to Generate (i) complete and correct copies of all Tax Returns of the SPV relating to Taxes for all taxable periods for which the applicable statute of limitations has not yet expired, (ii) complete and correct copies of all private letter rulings, revenue agent reports, information document requests, notices of proposed

deficiencies, deficiency notices, protests, petitions, closing agreements, settlement agreements, pending ruling requests, and any similar documents submitted by, received by, or agreed to by or on behalf of the SPV relating to Taxes for all taxable periods for which the statute of limitations has not yet expired, and (iii) complete and correct copies of all material agreements, rulings, settlements, or other Tax documents with or from any Governmental Authority relating to Tax incentives of the SPV.

(e) No examination or audit or other Action of or relating to any Tax Return of the SPV by any Governmental Authority is currently in progress or, to the Knowledge of the SPV, threatened or contemplated. No deficiencies for Taxes of the SPV have been claimed, proposed, or assessed by any Governmental Authority. The SPV has not been informed by any jurisdiction in which the SPV does not file a specific Tax Return or pay a specific Tax that the jurisdiction believes that the SPV was required to file such Tax Return or pay such Tax in such jurisdiction. The SPV has not (i) waived any statute of limitations with respect to Taxes or agreed to extend the period for assessment or collection of any Taxes, which waiver or extension is still in effect, (ii) requested any extension of time within which to file any Tax Return, which Tax Return has not yet been filed, or (iii) executed or filed any power of attorney with any Governmental Authority with respect to Taxes or any Tax Return, which is still in effect.

(f) Neither the SPV nor any of its Affiliates has made any payment, is obligated to make any payment, or is a party to any agreement, contract, arrangement, or plan that could obligate it to make any payment that may be treated as an "excess parachute payment" under Section 280G of the Code (without regard to Sections 280G(b)(4) and 280G(b)(5) of the Code) in connection with the transactions contemplated by this Agreement.

(g) The SPV will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of (i) any adjustments under Section 481 of the Code (or any similar adjustments under any provision of the Code or the corresponding foreign, state, or local Tax Law), (ii) deferred intercompany gain or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding provision of state, local, or foreign Tax Law), (iii) closing agreement as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or foreign Tax Law) executed on or prior to the Closing Date, (iv) installment sale or open transaction disposition made on or prior to the Closing Date, or (v) prepaid amount or deferred revenue received or accrued on or prior to the Closing Date.

(h) The SPV has not been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(l)(A)(ii) of the Code.

(i) The SPV has not constituted either a "distributing corporation" or a "controlled corporation" in a transaction to which Section 355 of the Code applies (i) in the two years prior to the date of this Agreement or (ii) in a distribution that could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) that includes the transactions contemplated by this Agreement.

(j) There are no liens or other encumbrances with respect to Taxes upon any of the assets of the SPV, other than with respect to Taxes not yet due and payable or that are being contested in good faith by appropriate proceedings by the SPV and for which adequate accruals or reserves have been established in accordance with GAAP in the Financial Statements, and for which reserves are maintained in accordance with GAAP.

(k) The SPV (i) is not a party to any joint venture, partnership, or other arrangement that is treated as a partnership for federal income Tax purposes and (ii) has not made an entity classification ("check-the-box") election under Section 7701 of the Code.

(l) The SPV is not subject to Tax in any country other than its country of incorporation, organization, or formation by virtue of having employees, a permanent establishment, or other place of business in that country.

(m) The SPV is not a stockholder of a "specified foreign corporation" as defined in Section 965(e) of the Code (or any similar provision of state, local, or foreign Law) or a "passive foreign investment company" as defined in Section 1297 of the Code.

(n) The SPV has not engaged in a "listed transaction" as set forth in Treasury Regulation Section 301.6111-2(b)(2) or any analogous provision of state or local Law.

(o) The SPV does not have any material amount of liability for escheat or unclaimed property obligations with respect to any property or other assets of the SPV, and the SPV is in compliance in all material respects with applicable Law relating to abandoned or unclaimed property or escheat obligations.

Section 2.8 Owned and Leased Real Property. The SPV does not own or lease, and has never owned or leased, any real property.

Section 2.9 Privacy and Security.

(a) In connection with its collection, storage, use, transfer (including any transfer across national borders) or disclosure of any information that constitutes "personal information," "protected health information," "personal data" or "personally identifiable information" as defined in applicable Laws from any individuals (collectively, "**Personal Information**"), by or on behalf of the SPV, the SPV is and has been in material compliance with all applicable Laws (including HIPAA) concerning Personal Information in all relevant jurisdictions, including with respect to anonymization or deidentification (collectively, the "**Privacy Requirements**"). The SPV maintains commercially reasonable physical, technical, organizational, and administrative security measures and policies designed to protect all Personal Information owned, stored, used, maintained, or controlled by it or on its behalf from and against unauthorized access, use, or disclosure. The SPV is, and has been, in compliance in all material respects with all applicable Laws relating to data loss, theft, and breach of security notification obligations. To the Knowledge of the SPV, no Person has gained unauthorized access to or made any unauthorized use of any Personal Information maintained by the SPV. The consummation of the transactions contemplated by this Agreement do not violate the Privacy Requirements as currently exists. No actions or investigations are pending or threatened in writing against the SPV

relating to the collection or use of Personal Information, nor, to the Knowledge of the SPV, have any such actions or investigations been threatened verbally.

(b) The Stockholder and the SPV have received no written claims of, and there is no pending litigation to which Stockholder or the SPV is a party alleging, any violation of or non-compliance with any of the Privacy Requirements nor, to the Knowledge of the SPV, have any such allegations been threatened verbally. There are no legal or governmental proceedings pending with respect to any Personal Information or alleged violation or non-compliance with any Privacy Requirement.

Section 2.10 Intellectual Property.

(a) A complete and accurate list of all (i) registered Trademarks and applications therefor owned or purported to be owned by the SPV; (ii) all registered Copyrights owned or purported to be owned by the SPV; and (iii) all registered Patent Rights and applications therefor (including, for clarity, Patent Right applications), owned or purported to be owned by the SPV, in each case (i)-(iii), existing as of the date of this Agreement and filed with any Governmental Authority is set forth on Section 2.10(a) of the Disclosure Schedule (the "**Registered IP**"), indicating the jurisdiction and owner, or co-owner(s), as applicable. None of the Registered IP is licensed to the SPV by Stockholder or any Third Party, including any Flagship Third Party. To the Knowledge of the PM Parties, all Registered IP is valid, subsisting, and enforceable. As of the date of this Agreement, all official fees, maintenance fees, and annuities for the Registered IP have been paid and all interference, opposition, reissue, reexamination, or other similar proceedings with Governmental Authorities (other than prosecution activities being conducted with Governmental Authorities in the Ordinary Course of Business) have been completed for the Registered IP.

(b) As of the date of this Agreement, the SPV solely owns all SPV Controlled IP free and clear of any Liens other than non-exclusive licenses of Intellectual Property Rights granted in the Ordinary Course of Business to Third Party service providers. Neither the Stockholder nor any Affiliate of Stockholder (other than the SPV) has any rights in any Intellectual Property Rights that are necessary or reasonably useful for the Exploitation of the Generate Products. No Affiliate of the SPV nor any Third Party, including any Flagship Third Party, has licensed to the SPV any Intellectual Property Rights that are necessary or reasonably useful for the Exploitation of the Generate Products. The consummation of the transaction contemplated by this Agreement would not reasonably be expected to adversely affect any of the SPV's rights in, to or under the SPV Controlled IP and, as of immediately after Closing, all such SPV Controlled IP will be owned by Generate on identical terms and conditions as immediately prior to Closing, without the payment of any additional consideration by Generate other than the Net Sales Payments in accordance with this Agreement. The SPV has not sold, licensed, or otherwise transferred to the Stockholder or any Third Party, including any Flagship Third Party, any rights, title or interests relating to any SPV Controlled IP.

(c) To the Knowledge of the PM Parties, the conduct of the Research Activities and Development Activities (each such term, as defined in the Original Collaboration Agreement) allocated to the SPV under the Original Collaboration Agreement has not infringed,

misappropriated, or otherwise violated any Intellectual Property Rights owned or controlled by a Third Party.

(d) The SPV has not granted any right or license to any Flagship Third Party relating to any of the SPV Controlled IP.

(e) Neither the SPV nor any of its Affiliates has granted any liens or security interests on the SPV Controlled IP, and the SPV Controlled IP is free and clear of any mortgage, pledge, claim, security interest, covenant, easement, encumbrance, lien, or charge of any kind.

(f) All information provided by the SPV, any of its Affiliates, or any Flagship Third Party, if any, to Generate with respect to the SPV Controlled IP is true and correct in all material respects.

(g) (i) The Stockholder and the SPV have received no written claims, and (ii) there is no (A) pending litigation to which Stockholder or the SPV is a party, or (B) (1) threatened or pending claim or litigation against Stockholder or the SPV or (2) pending litigation or, to the Knowledge of the PM Parties, threatened claim or litigation or pending claim, with respect to each ((1)-(2)), against any Flagship Third Party, in each case ((i) and (ii)), challenging the validity, enforceability or ownership or in-license, as applicable, of any SPV Controlled IP. There are no legal or governmental proceedings pending with respect to any SPV Controlled IP, other than review of pending applications for Registered IP. To the Knowledge of the PM Parties, there is and has been no unauthorized use, infringement, or misappropriation of any SPV Controlled IP by any Third Party, including any Flagship Third Party, and no Third Party, including a Flagship Third Party, has asserted in writing or, to the Knowledge of the PM Parties, threatened to assert that the SPV Controlled IP makes unauthorized use of, infringes, or misappropriates Intellectual Property Rights owned or controlled by such Third Party.

(h) The PM Parties have diligently prepared, and are diligently prosecuting and maintaining, all Patent Rights included in the SPV Controlled IP. Such preparation, prosecution, and maintenance has been in accordance with all applicable Laws in the countries in which such Patent Rights have been filed, and all such Patent Rights have been maintained with all applicable fees due prior to the date of this Agreement having been paid, including all applicable requirements of patent offices, and all other applicable Governmental Authorities in countries in which Patent Rights have been filed to maintain such Patent Rights in full force and effect.

(i) Each current and former employee or independent contractor of a PM Party that has, in the course of their employment or engagement by a PM Party, (i) invented, discovered, generated, developed, created, or otherwise made any SPV Controlled IP or any other Intellectual Property Rights that are necessary or reasonably useful for the Exploitation of any Generate Product, in each case, as of the date of this Agreement is subject to a written, valid agreement presently assigning to the applicable PM Party all rights in such SPV Controlled IP or other Intellectual Property Rights, and (ii) had access to any Trade Secrets included in the SPV Controlled IP, is subject to a written, valid agreement requiring them to maintain the confidentiality of such Trade Secrets. The PM Parties have taken commercially reasonable steps to prevent the unauthorized disclosure or use of such Trade Secrets. As of the date of this Agreement, (i) no such Trade Secrets have been accessed or used by any Person except pursuant

to written, valid, and enforceable confidentiality and non-use agreements in favor of the PM Parties that have not been breached in any material respect, and (ii) no Person claims to retain any right or interest in any SPV Controlled IP, including any entitlement to specific compensation due under applicable Law in relation to those rights.

(j) No funding, facilities, or personnel of any educational institution or Governmental Authority were used to invent, discover, generate, develop, create, or otherwise make, in whole or in part, any SPV Controlled IP, and no Governmental Authority has any rights to any SPV Controlled IP. No Third Party, including any Governmental Authority, university, or other academic institution, research center, or nonprofit organization or any Person working for or on behalf of any of the foregoing, has, or would reasonably be expected to have, any right, title or interest (including any "march in" or co-ownership rights) in or to any SPV Controlled IP.

(k) The SPV has not sold, licensed, or otherwise transferred to any Flagship Third Party or any of its Affiliates (other than a subsidiary) any SPV Controlled IP or any IP that would be SPV Controlled IP but for the fact that it is no longer Controlled by the SPV.

(l) The PM Parties have taken, and takes, commercially reasonable efforts (including maintaining business continuity and disaster recovery policies) to maintain and protect the integrity, security, and operation of its information technology system, including computer systems, hardware, servers, workstations, routers, hubs, switches, data communications networks, and equipment (other than the Internet), databases, hardware, and other information technology equipment, and related infrastructure. To the Knowledge of the PM Parties, no such information technology systems contain any malware, "Trojan horses," viruses or other malicious code. In the last twelve (12) months, no such information technology systems have suffered any breaches, material failures or defects that have had an adverse impact on the business of Exploiting Generate Products.

(m) SPV has not conducted any activities other than those that are in furtherance of the Business.

Section 2.11 No Debarment. The SPV has not employed, and to the Knowledge of Stockholder, has not used a contractor or consultant that has employed or is employing, any individual or entity (a) that was or is currently debarred by the FDA pursuant to Section 306 of the FD&C Act (21 U.S.C. § 335a) (or subject to a similar sanction of the EMA or other applicable Regulatory Authority), (b) who is the subject of an FDA debarment investigation or proceeding (or similar proceeding of the EMA or other applicable Regulatory Authority), or (c) who has been charged or convicted under applicable Laws of the United States for conduct relating to Development or Regulatory Approval of, or other activities for, any product covered by the Generic Drug Enforcement Act of 1992.

Section 2.12 Certain Business Relationships With Affiliates. No Affiliate of the SPV, directly or indirectly, (a) owns any property or right, tangible or intangible, that is used in the Business, (b) has made or, to the Knowledge of the SPV, threatened, any claim against the SPV, (c) owes any money to, or is owed any money by, the SPV, or (d) is a party to any Contract or other arrangement (written or oral) with the SPV. Other than the Original Collaboration

Agreement, there has not occurred nor has there existed any transaction or relationship between the SPV and any Affiliate thereof.

Section 2.13 Contracts. Except as set forth on Section 2.13 of the Disclosure Schedule, the SPV is not party to any Contracts other than the Original Collaboration Agreement.

Section 2.14 Employees. The SPV does not have any employees, consultants, or independent contractors.

Section 2.15 Absence of Certain Changes. Since the Statement Date, the Business has been conducted in all material respects in the Ordinary Course of Business consistent with past practice.

Section 2.16 Litigation. There is no Action pending or, to the Knowledge of the SPV, threatened with respect to, against, or affecting the SPV or any current or former officer, director, employee, contractor, or agent of the SPV in its, his or her capacity as such, or seeking to prevent or delay the transactions contemplated hereby, and no written notice of any such Action, whether pending or threatened, has been received by the SPV. There are no judgments, orders, injunctions, decrees, stipulations, or awards (whether rendered by a court, administrative agency, or other Governmental Authority, by arbitration or otherwise) against or involving the SPV. There is no Action by the SPV pending, or which the SPV has commenced preparations to initiate, against any other Person.

Section 2.17 Compliance with Laws; Permits.

(a) The SPV has conducted, and is conducting, its Business in material compliance with all applicable Laws. The SPV has not received any written notice or other written communication from any Governmental Authority alleging any noncompliance with any applicable Law. The SPV has no liability for failure to comply with any applicable Law and, to the Knowledge of the SPV, there is no act, omission, event or circumstance that would reasonably be expected to give rise to any such liability.

(b) The SPV validly holds and has in full force and effect, to the extent legally required, all permits, licenses, variances, clearances, consents, registrations, listings, exemptions, and approvals ("**Permits**") from Governmental Authorities, necessary to operate the Business (collectively, the "**SPV Permits**"). No suspension or cancellation of any of the SPV Permits is pending or, to the Knowledge of the SPV, threatened. The SPV is in compliance in all material respects with the terms of the SPV Permits. Section 2.17(b) of the Disclosure Schedule contains a true, correct, and complete list of all SPV Permits. The SPV has made available to Generate a true, complete, and correct copy of all SPV Permits (and any accompanying data) submitted to a Governmental Authority or in the SPV's possession. All Permits (and any accompanying data) submitted to any Governmental Authority by the SPV were true and correct in all material respects as of the date of submission to such Governmental Authority, or where applicable have since been amended or corrected. The SPV is not in default or violation, and, to the knowledge of the SPV, no event has occurred that, with or without notice or lapse of time or both, would constitute a default or violation, of any term, condition, or provision of any SPV Permit, and no action is pending or, to the Knowledge of the SPV, threatened to revoke, modify, or terminate any SPV

Permit. No Permits shall be impaired by the consummation of the transactions contemplated by this Agreement.

Section 2.18 Environmental and Safety Laws. Except as would not reasonably be expected, individually or in the aggregate, to be material to the SPV (a) the SPV is and has been in compliance with all Environmental Laws; (b) there has been no release or to the SPV's Knowledge threatened release of any pollutant, contaminant or toxic or hazardous material, substance or waste or petroleum or any fraction thereof (each a "**Hazardous Substance**"), on, upon, into or from any site currently or heretofore owned, leased or otherwise used by the SPV; (c) there have been no Hazardous Substances generated by the SPV that have been disposed of or come to rest at any site that has been included in any published U.S. federal, state, or local "superfund" site list or any other similar list of hazardous or toxic waste sites published by any Governmental Authority in the United States; and (d) to the Knowledge of the SPV, there are on underground storage tanks located on, no polychlorinated biphenyls ("**PCBs**") or PCB-containing equipment used or stored on, and no hazardous waste as defined by the Resource Conservation and Recovery Act, as amended, stored on, any site owned or operated by the SPV, except for the storage of hazardous waste in compliance with Environmental Laws. The SPV has made available to Generate true and complete copies of all material environmental records, reports, notifications, certificates of need, permits, pending permit applications, correspondence, engineering studies, and environmental studies or assessments.

Section 2.19 Activities. The SPV has not undertaken any activities other than activities undertaken directly in connection with, and in furtherance of, the Original Collaboration Agreement.

Section 2.20 Reliance. The SPV has had the opportunity to review this Agreement with its counsel. The SPV understands and acknowledges that Generate is entering into this Agreement in reliance upon the SPV's execution, delivery and performance of this Agreement.

Section 2.21 Brokers. No broker, finder, financial advisor, investment banker, or other Person is entitled to any brokerage, finder's, financial advisor's, or other similar fee or commission in connection with the transactions contemplated by this Agreement or the Original Collaboration Agreement based upon arrangements made by or on behalf of the SPV.

Section 2.22 Powers of Attorney. There are no outstanding powers of attorney executed on behalf of the SPV.

ARTICLE III

REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE STOCKHOLDER

To induce Generate to enter into this Agreement and consummate the transactions contemplated by this Agreement, the Stockholder represents to Generate that the statements contained in this ARTICLE III are true and correct as of the Execution Date and will be true and correct as of the Closing Date as though made on and as of the Closing Date of this Agreement, except to the extent such representations and warranties are specifically made as of a particular

date (in which case such representations and warranties will be true and correct as of such date):

Section 3.1 Due Organization; Authorization; Binding Agreement. The Stockholder is duly organized, validly existing, and in good standing under the Laws of the state of Delaware, and the consummation of the transactions contemplated hereby are within the Stockholder's organizational powers and have been duly authorized by all necessary organizational actions on the part of the Stockholder. The Stockholder has full power and authority to execute, deliver, and perform this Agreement. This Agreement has been duly and validly executed and delivered by the Stockholder and constitutes a legal, valid, and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar Laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in an Action in equity or at law).

Section 3.2 Non-Contravention. The execution and delivery of this Agreement does not, and the performance by the Stockholder of its obligations hereunder and the consummation by the Stockholder of the transactions contemplated hereby shall not (a) subject to Section 4.4, violate any Law applicable to the Stockholder or the Subject Shares, (b) subject to Section 4.4, require any consent, approval, order, authorization, or other action by, or filing with or notice to, any Person (including any Governmental Authority) under, violate, conflict with, constitute a Default (with or without the giving of notice or the lapse of time or both) under, or give rise to any right of termination, cancellation, or acceleration under, or result in the creation of any Liens on the Subject Shares pursuant to, any contract, agreement, trust, commitment, Court Order, judgment, writ, stipulation, settlement, award, decree, or other instrument binding on the Stockholder or any applicable Law, (c) render any Takeover Provisions applicable to the Stockholder in respect of the transactions contemplated by this Agreement, or (d) conflict with, or result in a breach of or violate, any provision of the Stockholder's certificate of formation, limited liability or operating agreement, or similar Organizational Documents.

Section 3.3 Ownership of Subject Shares; Total Shares. The Stockholder is the record and beneficial owner of the Subject Shares and has good and marketable title to such Subject Shares, free and clear of any Liens. The Subject Shares constitutes all of the Equity Interests of the SPV and are legally and beneficially owned by the Stockholder, such Subject Shares constitute one hundred percent (100%) of the issued and outstanding Equity Interests of the SPV, and the Stockholder neither holds nor has any legal or beneficial ownership in any other Equity Interest in the SPV. Except pursuant to this Agreement, no Person has any contractual or other right or obligation to purchase or otherwise acquire any of the Subject Shares and the Stockholder is not party to any Contract obligating the Stockholder to sell, transfer, pledge, or otherwise dispose of any interest in any of the Subject Shares. Upon delivery to Generate at the Closing of certificates representing the Subject Shares, duly endorsed by the Stockholder for transfer to Generate, valid title to the Subject Shares, shall pass to Generate, free and clear of any Liens (other than any Liens imposed on the Subject Shares by Generate).

Section 3.4 Voting Power. The Stockholder has full voting power, with respect to the Subject Shares and full power of disposition, full power to issue instructions with respect to the matters set forth herein and full power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares. None of the Subject Shares are subject to any

proxy, voting trust or other agreement or arrangement with respect to the voting of such Subject Shares (including any preemptive right, right of participation, right of maintenance or any similar right; any right of first refusal or similar right; or relating to the registration of, or restricting any Person from purchasing, selling, pledging, or otherwise disposing of the Subject Shares).

Section 3.5 Reliance. The Stockholder has had the opportunity to review this Agreement with its counsel. The Stockholder understands and acknowledges that Generate is entering into this Agreement in reliance upon the Stockholder's execution, delivery, and performance of this Agreement.

Section 3.6 Brokers. No broker, finder, financial advisor, investment banker, or other Person is entitled to any brokerage, finder's, financial advisor's, or other similar fee or commission in connection with the transactions contemplated by this Agreement or the Original Collaboration Agreement based upon arrangements made by or on behalf of the Stockholder.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF GENERATE

To induce the SPV and the Stockholder to enter into this Agreement and consummate the transactions contemplated hereby, Generate represents to the Stockholder and the SPV that the statements contained in this ARTICLE IV are true and correct as of the Execution Date and will be true and correct as of the Closing Date as though made on and as of the Closing Date of this Agreement, except to the extent such representations and warranties are specifically made as of a particular date (in which case such representations and warranties will be true and correct as of such date):

Section 4.1 Organization; Authorization. Generate is a corporation duly organized, validly existing, and in good standing under the laws of Delaware and has full corporate power and authority to enter into this Agreement. The execution, delivery, and performance of this Agreement (together with the other instruments, documents, and agreements contemplated hereby or to be executed in connection with the transactions contemplated hereby) by Generate have been duly authorized by all necessary corporate or organizational actions on the part of Generate. This Agreement has been duly authorized, executed, and delivered by Generate and is the legal, valid, and binding agreement of Generate enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

Section 4.2 No Conflict.

(a) Neither the execution of this Agreement nor the consummation of any of the transactions contemplated hereby nor compliance with or fulfillment of the terms, conditions, and provisions hereof by Generate, shall:

(i) (A) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a Default, an event of default or an event creating rights of acceleration,

termination or cancellation or a loss of rights under the Organizational Documents of Generate, or (B) violate any Court Order or material Laws applicable to Generate, in each case, solely to the extent that such Default or violation would not reasonably be expected to have a material adverse impact on Generate's ability to consummate the transactions contemplated hereby; or

(ii) require the approval, consent, authorization or act of, or the making by Generate of any declaration, filing or registration with, any Governmental Authorities.

Section 4.3 Brokers and Agents. Neither Generate nor any Person acting on its behalf has employed, paid, or entered into any Contract which has or shall result in an obligation to pay any fee or commission to any broker, finder, or similar intermediary for or on account of the transactions contemplated by this Agreement.

Section 4.4 Filings. [***], then Generate will be responsible for any and all fees and amounts that are determined to be due from Stockholder (if any) [***].

ARTICLE V

INDEMNIFICATION

Section 5.1 Indemnification by the Stockholder. The Stockholder shall indemnify Generate in respect of, and hold it harmless against and will compensate and reimburse Generate for, any and all Damages incurred or suffered by any Generate Indemnified Party in connection with a Third Party Action resulting from, relating to or constituting:

(a) any breach of, or inaccuracy in, any representation or warranty by the Stockholder or the SPV, after giving effect to any Permitted Disclosures as of the date of this Agreement, contained in this Agreement or in any certificate delivered by or on behalf of the Stockholder or the SPV pursuant to this Agreement;

(b) any failure to perform any covenant or agreement of the Stockholder or the SPV contained in this Agreement;

(c) any fraud on the part of the Stockholder or the SPV in connection with the transactions contemplated by this Agreement;

(d) any claim for indemnification, exculpation, or the advancement or reimbursement of expenses by any Person who was an officer or director of the SPV at any time prior to the date of this Agreement;

(e) any liabilities of the SPV or its Affiliates to the extent related to activities, actions, or inactions undertaken by or on behalf of the SPV prior to the Closing, including in connection with any Exploitation of the Generate Products or activities or actions taken by or on behalf of the SPV or its Affiliates in connection with the Original Collaboration Agreement; or

(f) without duplication: (i) any Taxes of the SPV with respect to any Pre-Closing Tax Period, (ii) any Taxes for which the SPV has any liability under Treasury Regulations Section 1.1502-6 or under any comparable or similar provision of state, local or foreign Law as a

result of being a member of an affiliated, consolidated, combined, unitary or similar group on or prior to the date of this Agreement, (iii) any Taxes for which the SPV has any liability as a transferee or successor, pursuant to any contractual obligation or otherwise, which Tax is related to the operations of the SPV on or prior to the date of this Agreement or an event or transaction occurring before the date of this Agreement; and (iv) any Transfer Taxes for which the Stockholder is liable pursuant to Section 7.2(b).

Section 5.2 Indemnification by Generate. Generate shall indemnify the Stockholder in respect of, and hold it harmless against and will compensate and reimburse Stockholder for, any and all Damages incurred or suffered by any Stockholder Indemnified Party in connection with a Third Party Action resulting from, relating to or constituting:

(a) any breach of, or inaccuracy in, any representation or warranty by Generate contained in this Agreement;

(b) any failure to perform any covenant or agreement of Generate contained in this Agreement;

(c) any fraud on the part of Generate in connection with the transactions contemplated by this Agreement;

(d) any liabilities of Generate or its Affiliates (excluding the SPV) to the extent related to activities, actions, or inactions undertaken by or on behalf of Generate prior to the Closing, including activities or actions taken by Generate or its Affiliates (excluding the SPV) in connection with the Original Collaboration Agreement; or

(e) activities, actions, or inactions undertaken by or on behalf of Generate or its Affiliates (including the SPV) following the Closing, including in connection with the Exploitation of Generate Products.

Section 5.3 Indemnification Claims.

(a) The Party seeking indemnification (the "**Indemnified Party**") shall give written notification to the other Party (the "**Indemnifying Party**") of the commencement of any Third Party Action. Such notification shall be given promptly after receipt by the Indemnified Party of notice of such Third Party Action, and shall describe in reasonable detail (to the extent then known by the Indemnified Party) the facts constituting the basis for such Third Party Action and the amount of the claimed damages. No delay or failure on the part of the Indemnified Party in so notifying the Indemnifying Party shall relieve the Indemnifying Party of any liability or obligation hereunder except to the extent of any damage or liability caused by or arising out of such delay or failure. Within thirty (30) days after delivery of such notification, the Indemnifying Party may, upon written notice thereof to the Indemnified Party, assume control of the defense of such Third Party Action with counsel reasonably satisfactory to the Indemnified Party; provided that (i) the Indemnifying Party may only assume control of such defense if it acknowledges in writing to the Indemnified Party on behalf of the Indemnifying Party that any damages, fines, costs or other liabilities that may be assessed against the Indemnified Party in connection with such Third Party Action constitute Damages for which the Indemnified Party shall be indemnified pursuant to this ARTICLE V and (ii) the Indemnifying Party may not assume control of the defense

of any Third Party Action involving any Governmental Authority or criminal liability or in which equitable relief is sought against the Indemnified Party or any of its subsidiaries. If the Indemnifying Party does not, or is not permitted under the terms hereof to, so assume control of the defense of a Third Party Action, then the Indemnified Party shall control such defense. The non-controlling Party may participate in such defense at its own expense (in the case of the Indemnifying Party, solely on behalf of the Indemnifying Party). The controlling Party shall keep the non-controlling Party advised of the status of such Third Party Action and the defense thereof and shall consider in good faith recommendations made by the non-controlling Party with respect thereto. The non-controlling Party shall promptly furnish the controlling Party with such information as it may have with respect to such Third Party Action (including copies of any summons, complaint, or other pleading which may have been served on such party and any written claim, demand, invoice, billing, or other document evidencing or asserting the same) and shall otherwise cooperate with and assist the controlling Party in the defense of such Third Party Action. The fees and expenses of counsel to the Indemnified Party with respect to a Third Party Action shall be considered Damages for purposes of this Agreement if the Indemnifying Party assumes control of such defense and the Indemnified Party reasonably concludes in good faith and based on the advice of counsel (and notifies the Indemnifying Party in writing prior to the Indemnifying Party's assumption of control of such defense) that the Indemnifying Party and the Indemnified Party have conflicting interests or different defenses available with respect to such Third Party Action. Neither the Indemnifying Party nor any PM Party shall agree to any settlement of, or the entry of any judgment arising from, any Third Party Action without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed; provided that the consent of the Indemnified Party shall not be required if the Indemnifying Party agrees in writing that the Indemnifying Party will pay any and all amounts payable pursuant to such settlement or judgment and such settlement or judgment includes a complete release of the Indemnified Party from further liability and has no other adverse effect on the Indemnified Party. the Indemnified Party shall not agree to any settlement of, or the entry of any judgment arising from, any such Third Party Action without the prior written consent of the Indemnifying Party, which shall not be unreasonably withheld, conditioned or delayed.

(b) In order to seek indemnification under this ARTICLE V, the Indemnified Party shall deliver a Claim Notice to the Indemnifying Party prior to the applicable expiration date for such claim as set forth in Section 5.2.

(c) Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall deliver to the Indemnified Party a response, in which the Indemnifying Party shall: (i) agree that the Indemnified Party is entitled to receive all of the Claimed Amount or (ii) dispute that the Indemnified Party is entitled to receive any of the Claimed Amount. If no response is delivered by the Indemnifying Party within such thirty (30)-day period, the Indemnifying Party shall be deemed to have agreed that all of the Claimed Amount is owed to the Indemnified Party. Acceptance by the Indemnified Party of partial payment of any Claimed Amount shall be without prejudice to the Indemnified Party's right to claim the balance of any such Claimed Amount. If the Indemnifying Party timely disputes such claim, then the Indemnifying Party and the Indemnified Party shall attempt to resolve in good faith such dispute within the fifteen (15)-day period after the Indemnified Party delivers a Claim Notice. If such claim is not so resolved within such fifteen (15)-day period, then either Party may initiate an Action with respect to the subject matter of such claim in accordance with this Agreement.

(d) For purposes of calculating the amount of any Damages recoverable under this ARTICLE V, any qualifications in the representations, warranties, or covenants by materiality, Material Adverse Effect (or similar concept), or Knowledge shall be disregarded and given no effect.

(e) For Tax reporting purposes, all indemnification payments hereunder shall be treated as an adjustment to the purchase price for the Subject Shares.

Section 5.4 Survival of Representations and Warranties; Other Indemnities. The representations and warranties set forth in (a) [***] (collectively, the "**Fundamental Representations**"), and (b) Section 4.4, in each case ((a) and (b)), shall survive until the date that is [***] after [***]. All other representations and warranties that are covered by the indemnification obligations in either Section 5.1(a) or Section 5.2(a) shall survive until the date that is [***] following the Closing Date. The covenants or other agreements contained in this Agreement to be performed prior to the Closing Date shall terminate and be of no further force or effect on the Closing Date. All covenants and agreements set forth herein that by their terms are to be performed in whole or in part subsequent to the Closing Date shall survive until fully performed or fulfilled. The Parties further acknowledge that the time periods set forth in this ARTICLE V for the assertion of claims under this Agreement are the result of arms' length negotiation among the Parties and that they intend for the time periods to be enforced as agreed by the Parties. Generate retains the right to assert a claim under Section 5.1(b), Section 5.1(c), Section 5.1(d), and Section 5.1(e) and Stockholder retains the right to assert a claim under Section 5.2(b), Section 5.2(c), Section 5.2(d), and Section 5.2(e), in each case, for the earlier of the longest allowable period under applicable Law and [***]. If either Party delivers to the other Party, before expiration of a representation, warranty, covenant, or agreement, a Claim Notice based upon a breach of such representation, warranty, covenant, or agreement, then the applicable representation, warranty, covenant or agreement shall survive until, but only for purposes of, the resolution of the matter covered by such notice. For the avoidance of doubt, except as otherwise expressly set forth herein, nothing in the Disclosure Schedule, other than the Permitted Disclosures, is intended to or will have the effect of limiting the rights and remedies that Generate may have under Section 4.1, or, with respect to any Generate Indemnified Party, under this ARTICLE V.

ARTICLE VI

PRE-CLOSING COVENANTS

Section 6.1 General. From the Execution Date until the Closing Date, except as otherwise provided in this Agreement, as required by applicable Law, the Original Collaboration Agreement, the Drag-Along Agreement, or any SPV Contract in existence as of the Execution Date and disclosed to Generate, for any actions taken by the SPV that are necessary to consummate the transactions contemplated by this Agreement, or as consented to in writing by Generate, which consent will not be unreasonably withheld, conditioned, or delayed, the SPV will not, and will cause its Affiliates not to:

(a) sell, assign, transfer, or otherwise dispose of any of the SPV Controlled IP, except in connection with an assignment permitted under Section 8.2, or encumber any such SPV Controlled IP with any Liens;

(b) disclose any Trade Secrets constituting SPV Controlled IP, or other Confidential Information to be provided to Generate;

(c) terminate, waive, abandon, cancel, or otherwise dispose of, or take any action or fail to take any action that would reasonably be expected to result in any permanent loss, lapse, abandonment, cancellation, invalidity or unenforceability of, any SPV Controlled IP the status of which is identified as issued or pending in Section 2.10(a) of the Disclosure Schedule, in whole or in part;

(d) take any action or omit to take any action that would constitute a material breach, default (with or without notice or lapse of time, or both), termination, or acceleration under the Original Collaboration Agreement; or

(e) authorize, agree, or commit to do any of the foregoing, directly or indirectly, including through an Affiliate or Third Party.

Section 6.2 Confidentiality. At all times on and after the Execution Date:

(a) The receiving Party shall maintain in confidence and not disclose to any Third Party any of the disclosing Party's Confidential Information, using the same degree of care it uses to protect its own confidential information of a similar nature, but in no event using less than a reasonable degree of care. The receiving Party will use the disclosing Party's Confidential Information solely as required to exercise its rights and undertake its obligations under this Agreement or as otherwise expressly permitted under this Section 6.2. The receiving Party will ensure that its directors, officers, employees, independent contractors, agents, Affiliates, Sublicensees (in the case of Generate or its Affiliates) and Flagship Third Parties (in the case of Stockholder) ("**Recipient Entities**") have access to the disclosing Party's Confidential Information only on a need to know basis, are informed of all the obligations attaching to such Confidential Information in advance of being given access to it, and are required to comply with such receiving Party's obligations under this Agreement. The receiving Party shall be fully responsible to the disclosing Party for such compliance by its Recipient Entities. Except as set forth in subsection (c) below, if such a Recipient Entity is not an employee of a Party hereto, then the receiving Party will enter into a legally binding, written confidentiality agreement with provisions at least as strict as the confidentiality obligations and use restrictions herein prior to disclosing the other Party's Confidential Information to such Recipient Entity, and the receiving Party will be fully responsible to the disclosing Party for compliance with such obligations and restrictions by such Recipient Entity. Notwithstanding the foregoing, (i) upon the Execution Date, the SPV Controlled IP will be the Confidential Information of both Parties and (ii) following the Closing Date, all Confidential Information of the SPV will become the Confidential Information of Generate, and Generate will be deemed the disclosing Party of such Confidential Information, with the Stockholder the recipient thereof.

(b) Notwithstanding subclause (a) hereof, the receiving Party may disclose the disclosing Party's Confidential Information to the limited extent required by applicable Law, court order or other Governmental Authority with jurisdiction; provided that the receiving Party (i) promptly provides the disclosing Party, to the extent legally permissible, with written notice of such requirement, (ii) uses no less than reasonable efforts to obtain confidential treatment of such Confidential Information by such court or Governmental Authority, and (iii) cooperates, at the disclosing Party's written request and expense, with the disclosing Party's legal efforts to prevent or limit the scope of such required disclosure. The receiving Party shall in all other respects continue to hold such Confidential Information as confidential and subject to all obligations of this Section 6.2. The receiving Party's obligations of confidentiality and non-use restrictions as set forth in this Section 6.2 shall remain in effect for a period of [***] from receipt of the Confidential Information from the disclosing Party.

(c) Each Party agrees to treat the terms and conditions of this Agreement as the Confidential Information of the other Party; provided however that, in addition to the above exceptions, each Party shall be free to disclose the disclosing Party's Confidential Information, including any of the terms of this Agreement, (i) to the extent that a Party is advised by its counsel that such disclosure is required by the regulations or rules of any relevant stock exchange, (ii) to actual or prospective investors, (iii) to its accountants, attorneys, and other professional advisors, (iv) to the actual or prospective counterparties (and their actual or prospective investors or financing sources) in connection with a financing, merger, consolidation, acquisition or a permitted assignment of this Agreement, or (v) in the case of Generate as the receiving Party, to actual or prospective partners or Sublicensees; provided that (A) in the case of any disclosure under clause (ii), (iii), (iv), or (v) above, the recipient(s) are subject to customary and commercially reasonable obligations of confidentiality, and (B) in the case of disclosure under clause (i), such disclosure shall be in accordance with Section 6.2.

(d) Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement without the prior written consent of the other Party; provided that nothing set forth herein will prohibit Generate from issuing or release any announcement, statement, press release or other publicity or marketing materials related to the Exploitation of the Generate Products as long as no Confidential Information of the Stockholder is included in any such announcement, statement, press release or other publicity or marketing materials, and for the avoidance of doubt, such consent shall not be required for any announcement, statement, press release, or other publicity or marketing materials relating to any transaction permitted in clause (iii) of Section 6.2(c). The Parties will cooperate to determine the timing and content of such announcement, statement, press release or other publicity or marketing materials.

ARTICLE VII

POST-CLOSING COVENANTS

Section 7.1 Further Assurances. From time to time after the Closing Date, upon the reasonable request of any Party, each Party hereto shall execute, acknowledge, and deliver all such other instruments and documents and shall take all such other actions as is required to consummate

and make effective the transactions contemplated by this Agreement; provided, that Generate shall not be required to pay any further consideration or amounts therefor.

Section 7.2 Tax Matters.

(a) The Stockholder, the SPV, and Generate shall (and, after the date of this Agreement, Generate shall cause the SPV to) cooperate fully, as and to the extent reasonably requested by the other parties, to (i) assist in the preparation and timely filing of any Tax Return of the SPV; (ii) assist in any audit, Action or other proceeding with respect to the Tax Returns or Taxes of the SPV; and (iii) provide any information required to allow the Stockholder, the SPV, and Generate to comply with any required Tax refund filing or any information reporting requirements contained in the Code or other applicable Tax Laws. The Stockholder, Generate, and the SPV shall not destroy or dispose of any Tax workpapers, schedules, or other materials and documents supporting Tax Returns of the SPV for Pre-Closing Tax Periods until the earlier of (i) the seventh anniversary of the Closing Date, and (ii) the expiration of the applicable statute of limitations, without the prior written consent of the other Parties.

(b) Fifty percent (50%) of all Transfer Taxes arising from the transactions contemplated hereunder (as well as fifty percent (50%) of any reasonable costs associated with the filing of Tax Returns for such Transfer Taxes) shall be paid by each of Generate and the Stockholder. Each Tax Return for Transfer Taxes shall be prepared by the party that customarily has primary responsibility for filing such Tax Return, with the non-preparing party to reimburse the preparing party for the non-preparing party's share of Transfer Taxes and reasonable costs associated with such Tax Return.

(c) Controversies. Generate shall promptly notify the Stockholder upon receipt by Generate, the SPV or any Affiliate of Generate or the SPV of any notice of any inquiries, assessments, proceedings, or similar events received from any Governmental Authority with respect to Taxes of the SPV imposed in respect of Pre-Closing Tax Periods and for which Stockholder is required to reimburse or indemnify Generate pursuant to this Agreement (any such inquiry, assessment, proceeding, or similar event, a "**Tax Matter**"); provided, however, that Generate's failure to give timely notice to the Stockholder shall not prevent Generate from making an indemnity claim under this Agreement, except to the extent (if any) such failure actually and materially prejudiced the Stockholder. [***] shall have the right to control the conduct and resolution of any Tax Matter relating to a Pre-Closing Tax Period at [***] expense; provided [***] shall consult with [***] before taking any significant action in connection with such Tax Matter, and [***] shall have the right to participate in the conduct and resolution of any Tax Matter at its expense. [***] shall use commercially reasonable efforts to timely keep [***] apprised of any developments in any such Tax Matter and shall not enter into any settlement of or otherwise compromise any such Tax Matter without the prior written consent of [***], which consent shall not be unreasonably conditioned, withheld, or delayed.

(d) Straddle Period. For purposes of this Agreement, in the case of any taxable period of the SPV that includes, but does not end on, the Closing Date ("**Straddle Period"**), (i) the amount of any Taxes based on or measured by income or receipts, sales or use Taxes, employment Taxes, or withholding Taxes for the Pre-Closing Tax Period shall be determined based on an interim closing of the books as of the close of business on the Closing Date (and for

such purpose, the taxable period of any partnership, or other pass-through entity in which such Person holds a beneficial interest shall be deemed to terminate at such time) and (ii) the amount of any other Taxes for a Straddle Period that relates to the Pre-Closing Tax Period shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on and including the Closing Date and the denominator of which is the number of days in such Straddle Period.

(e) Other Tax Actions. No election under Section 336 or Section 338 of the Code shall be made in connection with the purchase of the Subject Shares pursuant to this Agreement. Without the prior written consent of the Stockholder (such written consent not to be unreasonably withheld, conditioned or delayed), neither Generate nor any of its Affiliates shall (i) amend any Tax Return of the SPV for the Pre-Closing Tax Period, (ii) make any voluntary disclosure to a Governmental Authority with respect to the SPV for the Pre-Closing Tax Period, (iii) other than any election with respect to Section 174 or 174A of the Code, make any election with respect to Taxes of the SPV for the Pre-Closing Tax Period, or (iv) take any other action with respect to Taxes of the SPV for the Pre-Closing Tax Period, in each case, that would have the effect of increasing any Tax liability for which the Stockholder or its direct or indirect owners would be responsible, under this Agreement.

(f) Tax Returns. Neither the Stockholder nor the SPV will [***]. Notwithstanding any other provision of this Agreement, the Stockholder acknowledges and agrees that [***].

Section 7.3 Release.

(a) As an inducement to Generate to enter into this Agreement and consummate the transactions contemplated hereby and for other good and sufficient consideration, the Stockholder, with the intention of binding himself, herself, or itself, and its officers, directors, managers, employees, representatives, Affiliates, heirs, executors, administrators, and assigns (the "**Releasors**"), shall hereby release, acquit, and forever discharge Generate and the SPV and each of their past and present Affiliates, officers, directors, managers, employees, representatives, and all Persons acting by, through, under, or in concert with such Persons (the "**Releasees**"), of and from any and all manner of action or actions, cause or causes of action, suits, arbitrations, demands, debts, contracts, agreements, promises, Damages, or loss of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, direct, derivative, vicarious or otherwise, whether based in contract, tort, or other legal, statutory, or equitable theory of recovery, each as though fully set forth at length herein, (hereinafter, a "**Released Claim**"), that the Releasors now have or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, act, omission, or thing whatsoever in any way arising out of, based upon, or relating solely to the Stockholder's ownership of the Subject Shares or other Equity Interest in the SPV (the "**Released Matters**"); provided, however, nothing set forth in this Section 7.3 shall (i) affect the ability of any of the Stockholder or any of its Affiliates to bring any claim (whether or not a Released Claim) under this Agreement or the Original Collaboration Agreement, (ii) if any Releasor is an officer or employee of the SPV, release, acquit or discharge any rights to any entitlement, salary, bonus or employment benefits earned or accrued by or for the benefit of such Releasor in respect of services performed by such Releasor as an officer or employee of the SPV or pursuant to any contract or agreement, (iii) affect the ability of the Stockholder to bring a Released Claim with respect to any

ordinary course of employment rights or any other contracts or agreements with Generate or the SPV that remain in effect after the date of this Agreement, (iv) release, acquit or discharge any Released Claims by the Stockholder against a Releasee with respect to claims made against the Stockholder by third parties arising out of or resulting from acts or omissions of a Releasee on or prior to the date of this Agreement (other than in respect of the transactions contemplated by this Agreement), or (v) release, acquit, or discharge any counter-claims in connection with a claim first brought by a Releasee against a Releasor. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to release Generate from any of its obligations to the Stockholder under this Agreement.

(b) The Stockholder represents and warrants to the SPV and Generate that there has been no assignment or other transfer of any interest in any Released Claim arising out of or based upon any of the Released Matters that the Stockholder may have against any of the Releasees.

(c) The Stockholder represents and warrants to the SPV and Generate that it has not filed, nor has there been as of the date of this Agreement, any Released Claims arising out of or based upon any of the Released Matters against any of the Releasees.

ARTICLE VIII

AMENDMENT AND ASSIGNMENT

Section 8.1 Amendment. This Agreement may be amended only by the execution and delivery of a written instrument by or on behalf of the Parties. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

Section 8.2 Assignment.

(a) From and after the Execution Date, this Agreement may not be assigned by any Party without the prior written consent of the other Parties in their sole discretion. Notwithstanding the foregoing, (i) Generate may assign its rights, interests, or obligations under this Agreement (in whole or in part) (A) to an Affiliate or (B) to a Third Party successor of Generate or in connection with a merger, consolidation or sale of all or substantially all of the assets to which this Agreement relates, and (ii) Stockholder may assign, transfer, or grant a security interest in all or a portion of its rights, interests, and obligations under this Agreement (including, without limitation, its right to receive the Net Sales Payments) to a Third Party (other than a [***]). In the event that any Party assigns this Agreement or all of its rights, interests, or obligations under this Agreement to a permitted assign in accordance with the terms and conditions set forth in this Section 8.2, such assigning Party hereby unconditionally and irrevocably guarantees to the other Parties the complete and punctual performance of all obligations of such assigning Party under this Agreement. Subject to the foregoing, the rights, and obligations of the Parties under this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties, and the name of a Party appearing herein shall be deemed to include the name of such Party's successors and permitted assigns to the extent necessary to carry out the intent of this Section 8.2. Any assignment or attempted assignment by a Party in violation of the terms of this

Section 8.2 shall be null and void. Upon Stockholder's written request, Generate will enter into a customary consent agreement or side letter with a Third Party investor of the Stockholder in connection with any financing, assignment, or sales of the Net Sales Payment by Stockholder.

(b) Notwithstanding any provision to the contrary contained herein, as a condition precedent to any assignment, transfer, or pledge (in whole or in part) by Stockholder of its rights, title, or interest in the Net Sales Payment, Stockholder shall, and shall cause each permitted assignee, transferee, or pledgee to, establish and maintain, at Stockholder's sole cost and expense, a payment receipt mechanism reasonably acceptable to Generate that enables Generate to satisfy all of its payment obligations with respect to the Net Sales Payment by making a single payment to one designated payee. Generate shall have no obligation to make, and shall not be required to make, separate or multiple payments to Stockholder or any permitted assignee, transferee, or pledgee, or to allocate or apportion any Net Sales Payment among multiple parties.

ARTICLE IX

DEFINITIONS

Section 9.1 Specific Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

"**Acquired Party**" has the meaning set forth in the definition of "Business Combination".

"**Action**" means any suit, action, audit, cause of action (whether at law or in equity), arbitration, audit, hearing, investigation, examination, litigation, claim, complaint, administrative, or similar proceeding (whether civil, criminal, administrative, judicial, or investigative, whether formal or informal, whether public or private) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority.

"**Affiliate**" means [***], any other Person that directly or indirectly controls, is controlled by, or is under common control with such first Person, where "control" means the direct or indirect ownership of more than 50% of the voting securities or other ownership interest of the subject Person, or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the subject Person, whether through ownership of voting securities, by contract or otherwise. For clarity, Generate and its Affiliates are not Affiliates of the Stockholder or, prior to the Closing Date, the SPV.

"**Agreement**" has the meaning set forth in the preamble.

"**Allowable Reductions**" means, with respect to a royalty payable by a Sublicensee to Generate or its Affiliates under a License Transaction in consideration for the right to Exploit a given Generate Product in a given country, the following reductions or offsets to such royalty: [***].

"**Antibody**" means any antibody or antigen-binding fragment, modification, or derivative thereof that Binds to the Subject Target or the Second Target, or both, and includes an immunoglobulin, such as IgA, IgD, IgE, IgG, and IgM, whether multiple or single chain, recombinant or naturally occurring or a combination of the foregoing in any species, whole or

antigen-binding fragment, including any monospecific or any bispecific/multi-specific/multivalent antibody or other binder, provided that, in each such instance, the Binding requirements above are satisfied, and any analogs, constructs, conjugates (including any antibody-drug conjugates (ADCs)), fusions or chemical or other modifications or attachments thereof or thereto, and any nucleic acid (or equivalent, including DNA and RNA (modified and unmodified)) to the extent encoding any of the foregoing; an "antigen-binding" fragment of an Antibody includes an antigen binding heavy chain, light chain, heavy chain dimer, diabody, Fab fragment, F(ab')2 fragment, single domain, or any FV fragment, including a single chain FV (SCFV), a disulfide stabilized FV fragment (DSFV), or a bispecific or multi-valent DSFV, or a conjugate containing the immunoglobulin or an antigen-binding fragment thereof, again, provided that, in each such instance, the Binding requirements above are satisfied.

"**Audit Expert**" has the meaning set forth in Section 1.6(e)(iii) of Schedule 1.1.

"**Binds**" or "**Binding**" means, in the case of an Antibody, the binding of such Antibody to a Subject Target, the Second Target, or any other Target, as applicable, [***].

"**Board of Directors**" has the meaning set forth in Section 2.4.

"**Business**" or "**business**" means the business of the Exploitation of the Generate Products.

"**Business Combination**" means with respect to a Party or an Affiliate of such Party (the "**Acquired Party**"), any of the following events: (a) any Third Party (or group of Third Parties acting in concert) acquires (including by way of a tender or exchange offer or issuance by such Acquired Party), directly or indirectly, beneficial ownership or a right to acquire beneficial ownership of shares of such Acquired Party representing fifty percent (50%) or more of the voting shares (where voting refers to being entitled to vote for the election of directors) and other securities then outstanding of such Acquired Party; (b) such Acquired Party consolidates with or merges into another corporation or entity that is a Third Party, or any corporation or entity that is a Third Party consolidates with or merges into such Acquired Party, in either event pursuant to a transaction in which more than fifty percent (50%) of the voting shares and other securities of the acquiring or resulting entity outstanding immediately after such consolidation or merger is not held by the holders of the outstanding voting shares or other securities of such Acquired Party immediately preceding such consolidation or merger; or (c) such Acquired Party sells, transfers, leases, or otherwise disposes of all or substantially all of its assets related to Generate Products to a Third Party, but in each case ((a) through (c)), excluding any License Transaction or capital raising transactions.

"**Business Day**" means any day other than a Saturday, Sunday, or a day on which banking institutions in New York, New York are authorized or required by Law to close.

"**Buy-Out**" has the meaning set forth in Section 1.5(a)(i) of Schedule 1.1.

"**Buy-Out Amount**" has the meaning set forth in Section 1.5(b) of Schedule 1.1.

"**Calendar Quarter**" means the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30, and December 31, except that the first Calendar Quarter will commence on the Closing Date and end on the first to occur of March 31,

June 30, September 30, or December 31 after the Closing Date, and the last Calendar Quarter will end on the last day of the Net Sales Payment Term.

"**Claim Notice**" means written notification that contains (a) a description of the Damages incurred or reasonably expected to be incurred by the Indemnified Party and the Claimed Amount of such Damages, to the extent then known, (b) a statement that the Indemnified Party is entitled to indemnification under ARTICLE V for such Damages and a reasonable explanation of the basis therefor, and (c) a demand for payment in the amount of such Damages.

"**Claimed Amount**" means the amount of any Damages incurred or reasonably expected to be incurred by the Indemnified Party in connection with a claim for indemnification pursuant to ARTICLE V.

"**Closing**" has the meaning set forth in Section 1.2(a).

"**Closing Date**" has the meaning set forth in Section 1.2(a).

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Collaboration Antibody**" means (a) GB-0895; (b) any Antibody that is, or would be, Covered, as of the Effective Date or at any time thereafter, by a Valid Claim of the Collaboration Patent Rights (regardless of whether any such Valid Claim has expired, been abandoned, been ruled unpatentable, invalid or unenforceable, or otherwise has ceased to be in effect); or (c) any Antibody that is an improvement to, modification of, or derivative of an Antibody described in either of the foregoing clauses (a) or (b). [***].

"**Collaboration Patent Rights**" means any and all Patent Rights in or to (a) [***]; (b) any and all Valid Claims of continuation-in-part applications that claim priority to the Patent Rights set forth in clause (a) (including, for clarity, Valid Claims in applications for such Patent Rights) and Valid Claims in any Patent Rights issuing from such continuation-in-part applications; (c) any and all foreign Patent Rights (including, for clarity, applications for such foreign Patent Rights) that claim priority to the Patent Rights described in the foregoing clauses (a) and (b); and (d) any and all divisionals, continuations, reissues, re-examinations, renewals, substitutions, and extensions of the Patent Rights (including, for clarity, applications for such Patent Rights) described in the foregoing clauses (a)–(c).

"**Combination Product**" means a Generate Product that (a) contains one or more Collaboration Antibodies and one or more [***], sold as a fixed dose/unit, for which no Net Sales payment would be due hereunder if such Other Active Ingredient was sold separately; (b) consists of one or more Collaboration Antibodies and sold as separate doses/units in a single package, or otherwise co-packaged or combined, with one or more [***] which no Net Sales payment would be due hereunder if such [***] were sold separately, and such Collaboration Antibodies and [***] are sold for a single price; or (c) is otherwise defined as a "combination product" by the FDA pursuant to U.S. 21 C.F.R. § 3.2(e) or its foreign equivalent. For clarity, the term "Combination Product" does not include a Generate Product where the Collaboration Antibody(ies) contained in such Generate Product Bind(s) to a Target other than the Subject Target or the Second Target, or both, unless such Generate Product also includes one or more [***]. Notwithstanding the foregoing, [***].

"**Commercial Sale**" means, with respect to a particular Generate Product, the sale in an arm's length bona fide transaction with a Third Party for which consideration is received or expected for the commercial sale, use, lease, transfer or other disposition, by or on behalf of Generate, its Affiliates or Sublicensees, to a Third Party that is not a Sublicensee (or to Generates Affiliates or Sublicensees that are an end user or consumer of such Generate Product) of such a Generate Product. A Commercial Sale is deemed completed at the time that Generate, its Affiliates or Sublicensee invoices, ships, or receives payment for a Generate Product, whichever occurs first. [***].

"**Commercialization**" means any and all activities related to the Manufacturing for commercial purposes, promotion, distribution, marketing, offering for sale, and selling, including advertising, educating, planning, obtaining, supporting, and maintaining pricing and reimbursement approvals and Regulatory Approvals, managing and responding to adverse events involving the product, pricing, price reporting, detailing, storing, handling, shipping, distributing, importing, exporting, and using a product anywhere in the world, in each case, for commercial purposes. Commercialization excludes Development activities. When used as a verb, "**Commercialize**" means to engage in Commercialization.

"**Commercially Reasonable Efforts**" means, with respect to [***].

"**Competing Product**" has the meaning set forth in Section 1.2 of Schedule 1.1.

"**Confidential Information**" means all proprietary know-how, unpublished patent applications, and other information and data of a financial, commercial, regulatory, scientific, or technical nature that a Party or any of its Recipient Entities has disclosed, supplied, or otherwise made available to the other Party or its Recipient Entities, whether orally, in writing, or in electronic form, pursuant to this Agreement or otherwise relating to or disclosed during any transaction contemplated hereby, including information comprising or relating to concepts, discoveries, inventions, data, designs, or formulae in relation to this Agreement. Confidential Information shall not include information that the receiving Party can demonstrate by written and/or electronic records: (a) is available to the public at the time of disclosure hereunder or, after disclosure, becomes a part of the public domain by publication or otherwise, through no breach by the receiving Party; (b) is already properly possessed by the receiving Party prior to receipt from the disclosing Party; (c) was received by the receiving Party without obligation of confidentiality or limitation on use from a Third Party who had the lawful right to disclose such information on such terms; or (d) was independently developed by or for the receiving Party by any person or persons without use of or reference to the disclosing Party's Confidential Information, where the written or electronic records demonstrating such exception were created contemporaneously with such independent development.

"**Contract**" means any contract, plan, undertaking, arrangement, concession, understanding, agreement, agreement in principle, franchise, permit, instrument, license, lease, sublease, note, bond, indenture, deed of trust, mortgage, loan agreement or other binding commitment, whether written or oral.

"**Copyrights**" has the meaning set forth in the definition of "Intellectual Property Rights."

"**Court Order**" means any judgment, injunction order, award, stipulation, determination rule, consent, or decree of any United States federal, state, or local, or any supra-national or non-U.S., court or tribunal or Governmental Authority and any award in any arbitration proceeding.

"Covered" means, with respect to a Patent Right and a product, that the making, using, selling, or importing of such product would infringe one or more Valid Claims of such Patent Right, but for the ownership of, or a license under, such Patent Right.

"**Damages**" means all liabilities, losses, claims, damages, causes of action, demands, assessments, adjustments, judgments, settlement payments, deficiencies, Taxes, penalties, fines, interest (including interest from the date of such damages), and costs and expenses (including amounts paid in settlement, interest, court costs, costs of investigations, reasonable fees and expenses of attorneys, accountants, financial advisors, and other experts, and other expenses of litigation).

"**Default**" means (a) any actual breach, violation, or default, (b) the existence of circumstances or the occurrence of an event that with the passage of time or the giving of notice or both would constitute a breach, violation or default, or (c) the existence of circumstances or the occurrence of an event that, with or without the passage of time or the giving of notice or both, would give rise to a right of termination, renegotiation or acceleration.

"**Development**" means to engage in pre-clinical and clinical research and development activities reasonably relating to the discovery and development of product candidates and submission of information to a Regulatory Authority, including toxicology, pharmacology, and other discovery, optimization, and pre-clinical efforts, test method development, and stability testing, manufacturing process development, formulation development, delivery system development, quality assurance and quality control development, statistical analysis, clinical studies (including pre and post Regulatory Approval studies), and activities relating to obtaining Regulatory Approval. "**Develop**" has a correlative meaning.

"**Diligence Obligations**" has the meaning set forth in Section 1.3(b)(i).

"**Disclosure Schedule**" has the meaning set forth in the preamble ARTICLE II.

"**Disputes**" has the meaning set forth in Section 10.4(b).

"**Environmental Laws**" means any law, regulation, or other applicable requirement relating to (a) releases or threatened release of Hazardous Substances; (b) pollution or protection of employee health or safety, public health, or the environment; or (c) the manufacture, handling, transport, use, treatment, storage, or disposal of Hazardous Substances.

"**Equity Interest**" means any equity or equity-linked interest, including any shares, membership interests, partnership interests, options, warrants, convertible or exchangeable securities, or other rights to acquire equity interests, and any rights of any kind to receive any of the foregoing.

"**Exclusivity Period**" has the meaning set forth in Section 1.2 of Schedule 1.1.

"**Execution Date**" has the meaning set forth in the preamble.

"**Exploit**" means, collectively, to Develop, Manufacture, and Commercialize, including to have Developed, to have Manufactured, to have Commercialized, including to make, use, sell, offer for sale, import, export, and otherwise exploit and have others do the same. "**Exploitation**" has a correlative meaning.

"**Fair Market Value**" means (a) in the case of arm's length sale of a Generate Product, (i) the cash consideration that Generate or its Affiliates or Sublicensees have realized from such sale, or (ii) if there have been no such sales or such sales have been insufficient, the cash consideration that Generate, its Affiliates or Sublicensees would have realized from an unaffiliated, unrelated buyer in an arm's length sale of Generate Product in the same quantity, under the same terms, and at the same time and place as the sale for which Fair Market Value is being determined; or (b) in the case of non-cash consideration received in a sale of a Generate Product, the cash value of such consideration determined in accordance with U.S. GAAP.

"**FD&C Act**" means the U.S. Federal Food, Drug, and Cosmetic Act, as amended (21 U.S.C. § 301 et seq.).

"**Financial Statements**" has the meaning set forth in Section 2.5.

"**First Commercial Sale**" means, on a jurisdiction-by-jurisdiction basis, the first time a Commercial Sale is made.

"**Flagship Parent**" has the meaning set forth in the preamble.

"**Flagship Third Party**" means any Third Party that (a) [***], or (b) [***].

"**Fundamental Representations**" has the meaning set forth in Section 5.4.

"**GB-0895**" means the Antibody known as "GB-0895".

"**Generate**" has the meaning set forth in the preamble.

"**Generate-Flagship License Agreement**" means that certain License Agreement, dated August 30, 2021, by any between Generate and Flagship Pioneering Innovations VI, LLC.

"**Generate Indemnified Parties**" means Generate and its Affiliates (including, after the Closing, the SPV).

"**Generate Platform**" means Generate's proprietary generative biology platform, including to the extent owned or controlled by Generate or its Affiliates (a) all generative models, algorithms, protocols, methods, weights and code, including all such components of the "Chroma platform," relating to the in silico evaluation and design of proteins, engineered cells and/or biologic or other organic molecules, (b) all hardware, systems, assays, models, algorithms, protocols, methods, weights and code relating to the synthesis, production, analysis and testing of proteins, engineered cells or biologic or other organic molecules, (c) all hardware, systems, assays, models, algorithms, protocols, methods, weights and code relating to the measure of molecular

characteristics, biological functions, or the identification of the structure or biologic interactions, in each case, of proteins, engineered cells or biologic or other organic molecules, and (d) all data infrastructure and data underlying, and all processes and workflows relating to, the hardware, systems, assays, models, algorithms, protocols, methods, weights and code described in clauses (a), (b) and (c) above, in each case, facilitating the design, identification, development, synthesis, analysis, testing, manufacture, production, and optimization of proteins, engineered cells and/or biologic or other organic molecules.

"**Generate Platform Improvements**" means any and all improvements, enhancements, modifications, updates, upgrades, refinements, adaptations, derivatives, extensions, or other developments, whether or not patentable or copyrightable, that are conceived, created, developed, reduced to practice, or otherwise made, in whole or in part, in anticipation of entering into, or during the term of, the Original Collaboration Agreement, or during the term of this Agreement, that relate to, are based upon, derive from, or incorporate the Generate Platform or any portion thereof.

"**Generate Product**" means a human therapeutic product owned or controlled by Generate or any of its Affiliates that includes as an active ingredient (whether alone or in combination with one or more [***]) at least one Collaboration Antibody.

"**Generate Whole-Program Affiliate**" means an Affiliate of Generate, including, if applicable, the SPV, that owns or otherwise controls all or substantially all of the commercial rights for all or substantially all Generate Products in all or substantially all countries.

"**Governmental Authority**" means any (a) supranational, national, regional, state, county, city, town, village, district or other jurisdiction; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any agency, branch, department, or instrumentality thereof, including any business, company, enterprise or other entity owned or controlled, in whole or in part, by any government and any court or other tribunal); (d) multinational organization; (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature; or (f) any arbitral authority; provided that any Governmental Authority acting in its capacity as a contract counterparty shall not be a Governmental Authority for the purposes of this Agreement.

"**Gross Sales**" means the greater of the gross invoice or contract price charged to a Third Party by Generate or its Affiliates, or Sublicensees, as applicable, for Commercial Sales, prior to any discounts or other list price reductions granted. A Generate Product will be considered sold for purposes of calculating Gross Sales when it is shipped, invoiced or paid for, whichever occurs earlier.

In the event Generate or its Affiliates or Sublicensees transfer a Generate Product to a Third Party in a *bona fide* arm's length transaction, for any consideration other than cash, then the Gross Sales price for such Generate Product will be deemed to be the standard invoice price then being invoiced by Generate or its Affiliates or Sublicensees, as applicable, in an arm's length transaction with similar companies. In the absence of such standard invoice price, then the Gross Sales price will be the Fair Market Value of the Generate Product. Sales or other transfers of Generate Products

between Generate and its Affiliates or Sublicensees will be excluded from the computation of Gross Sales (and therefore no payments will be payable to Stockholder on such sales or transfers) except where such Affiliates or Sublicensees are end users or consumers of Generate Products in which event, notwithstanding anything herein to the contrary, Generate Product transfers to such Affiliates and Sublicensees will be included in Gross Sales. For avoidance of doubt, the sale of Generate Product by Affiliates or Sublicensees to Third Parties will be considered as part of Gross Sales.

For the avoidance of doubt, disposal of any Generate Product without charge for use in any clinical trials, as free samples, or under compassionate use, patient assistance, named patient or test marketing programs or non-registrational studies or other similar programs or studies where Generate Product is supplied or delivered without charge, will not result in any Gross Sales. No Generate Product donated by Generate or its Affiliates or Sublicensees to non-profit institutions or government agencies for a non-commercial purpose will result in any Gross Sales.

If Generate or its Affiliates or Sublicensees sell, leases or otherwise Commercializes any Generate Product at a reduced fee or price for the purpose of promoting other products, goods or services or for the purpose of facilitating the sale, license, or lease of other products, goods or services, then notwithstanding any provision herein to the contrary, the Stockholder will be entitled to payments under Section 1.4(a) of Schedule 1.1 based upon the Fair Market Value of the Generate Product.

[***].

"**Hazardous Substance**" has the meaning set forth in Section 2.18.

"**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) as set forth at 42 U.S.C. § 17931 et seq., as may be amended, and their implementing regulations.

"**Initial Launch**" means receipt of Regulatory Approval for a Generate Product in the first Major Market.

"**Intellectual Property Rights**" means all rights, title, and interests in any intellectual property and proprietary rights of any kind and nature, however denominated, throughout the world, including: (a) issued patents, invention disclosures, pending patent applications (including all provisional applications, substitutions, continuations, continuations-in-part, divisions, and renewals, and all patents granted thereon), patents-of-addition, reissues, reexaminations, and extensions or restorations by existing or future extension or restoration mechanisms, including patent term adjustments, patent term extensions, supplementary protection certificates or the equivalent thereof, inventor's certificates, registered or other utility model rights, registered or other design rights, and registered or other industrial property rights and United States and foreign counterparts of any of the foregoing (collectively, "**Patent Rights**"), (b) trademarks, service marks, corporate names, trade names, domain names, uniform resource locators, logos, slogans, trade dress, social media accounts and handles, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing (collectively, "**Trademarks**"), (c) copyrights and intellectual property rights in copyrightable and other works, moral rights, design

rights, and other sui generis rights (collectively, "**Copyrights**"), (d) trade secrets or other proprietary rights in clinical, technical, scientific, manufacturing, regulatory, and other information, inventions (whether or not patentable), discoveries, improvements, designs, results, techniques, database rights, data, databases, data collections, and other know-how, including plans, processes, practices, methods, trade secrets, instructions, formulae, formulations, recipes, compositions, specifications, protocols, analytical, and quality control information and procedures, test data and results, reports, studies, and marketing, pricing, distribution, cost and sales information, in each case, that are not available in the public domain and have actual or potential commercial value that is derived, in whole or in part, from such non-availability (collectively, "**Trade Secrets**"), (e) intellectual property rights in software, including source code and object code, applications, algorithms, machine learning, firmware, and related documentation, and (f) applications and registrations and renewals for, and all associated rights with respect to, any of the foregoing in any jurisdiction, including all rights to collect royalties, proceeds and other consideration with respect to any of the foregoing.

"**Knowledge**" means the actual knowledge, after reasonable inquiry of direct reports and relevant custodians.

"**Law**" means any United States federal, state, or local or foreign law, common law, statute, standard, ordinance, code, rule, regulation, resolution or promulgation, or any decree, order, injunction, rule, judgment, consent of or by any Governmental Authority, or any permit or similar right granted under any of the foregoing, or any similar provision having the force or effect of law.

"**License Transaction**" means (a) an exclusive license of Intellectual Property Rights from Generate or its Affiliates to a Third Party or (b) a merger, consolidation or acquisition of a Generate Affiliate by, or sale of assets by a Generate Affiliate to, a Third Party that satisfies the requirements set forth in the definition of "Business Combination" (other than the exclusion therein with respect to "License Transactions"), but excluding any such merger, consolidation or acquisition of, or sale by, a Generate Whole-Program Affiliate, in either case ((a) or (b)), that allows such Third Party to Exploit a Generate Product in a country or jurisdiction.

"**Lien**" means any adverse claim, mortgage, security interest, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or otherwise), charge, preference, priority, or other security agreement, option, warrant, attachment, right of first refusal, preemption, conversion, put, call or other claim or right, restriction on transfer, or preferential arrangement of any kind or nature whatsoever (including any restriction on the transfer of any assets), any conditional sale or other title retention agreement and any financing lease involving substantially the same economic effect as any of the foregoing.

"**Major Market**" means each of France, Germany, Italy, Japan, Spain, the United Kingdom, and the United States of America, including their possessions and territories.

"**Manufacturing**" means all activities directed to sourcing of necessary raw materials, producing, processing, packaging, labeling, quality assurance testing, release of a Generate Product or product candidate, whether for Development or Commercialization. When used as a verb, "**Manufacture**" means to engage in Manufacturing.

"**Material Adverse Effect**" means any result, occurrence, fact, change, development, condition, event, effect or other matter that, individually or in the aggregate with any other results, occurrences, facts, changes, developments, conditions, events, effects or other matter, has had, has or could reasonably be expected to have or give rise to a material adverse effect on or material adverse change to (a) the business, results of operations, properties, assets, capitalization, liabilities or condition (financial or otherwise) of the SPV or (b) the ability of the SPV or the Stockholder to consummate the transactions contemplated by this Agreement or to perform its respective obligations hereunder in a timely manner. Notwithstanding the foregoing, solely for purposes of the foregoing clause (a), no result, occurrence, fact, change, development, condition, event, effect or other matter shall be taken into account in determining whether a Material Adverse Effect has occurred to the extent resulting from (i) [***], (ii) [***], (iii) [***], (iv) [***], (v) [***], (vi) [***], or (vii) [***]; provided, however, any change, effect, event, circumstance, occurrence or state of facts relating to clauses (i) through (vii) may be taken into account in determining whether a Material Adverse Effect has occurred or would be reasonably likely to occur to the extent such result, change, development, condition, effect, event, circumstance, occurrence or state of facts has a disproportionate effect on the SPV as compared to other participants in the pharmaceutical and biotechnology industries.

"**Multinational Pharmaceutical Company**" means a company that is [***].

"**Net Sales**" means all Gross Sales of Generate Products by Generate or its Affiliates or Sublicensees to a Third Party, less the total of the following deductions, without duplication, solely to the extent actually incurred or accrued in accordance with U.S. GAAP consistently applied, and not reimbursed by any such Person:

(a) [***];

(b) [***];

(c) [***]; and

(d) [***].

In no event will the above deductions in the foregoing clauses (b), (c), and (d) of this Section [***].

Components of Net Sales will be determined in the ordinary course of business using the accrual method of accounting in accordance with generally accepted accounting principles, consistently applied.

No deductions will be made from Net Sales for [***].

In the event that a Generate Product is sold in any country in the form of a Combination Product, Net Sales of such Combination Product will be adjusted by multiplying actual Net Sales of such Combination Product in such country calculated pursuant to the foregoing definition of "Net Sales" by the fraction A/(A+B), where A is the average net invoice price in such country of any Generate Product that contains the same Antibody(ies) as such Combination Product as its sole active ingredient(s), if sold separately in such country, and B is the average net invoice price in such country of, as applicable, each product that contains the [***] as its sole component, if sold

separately in such country; provided that the invoice price in a country for (A) each Generate Product that contains solely the Antibody(ies) and (B) in the case of a product that contains solely the [***], in each case, will to the extent feasible be for a quantity comparable to that used in such Combination Product and of substantially the same class, purity, and potency or functionality, as applicable. If either such Generate Product that contains the Antibody(ies) as its sole active ingredient or any such product that contains the [***] as its sole component is not sold separately (including in the case of the sale of a combination therapy that contains the Antibody but is not sold separately) in a particular country, then the Parties will promptly meet and negotiate in good faith to agree on the adjustment to Net Sales in order to reasonably reflect the fair market value of the contribution of such Antibody or [***] in such Combination Product to the total fair market value of such Combination Product, provided that if the Parties are unable to reach agreement on the adjustment to Net Sales within thirty (30) after first meeting to discuss the matter, then such matter will be [***].

[***].

"**Net Sales Payments**" has the meaning set forth in Section 1.4(a)(i) of Schedule 1.1.

"**Net Sales Payment Rate**" has the meaning set forth in Section 1.4(a)(ii) of Schedule 1.1.

"**Net Sales Payment Term**" means, on a Generate Product-by-Generate Product and county-by-country basis, the period of time commencing upon the Closing Date and continuing for so long as Generate or its Affiliates or Sublicensees are Developing or Commercializing at least one Generate Product in the applicable country.

"**Non-Allowable Reductions**" means, with respect to a royalty payable by a Sublicensee to Generate or its Affiliates under a License Transaction in consideration for the right to Exploit a given Generate Product in a given country, any reductions or offsets to such royalty other than the Allowable Reductions.

"**Ordinary Course of Business**" means the conduct of the Business consistent with past custom and practice (including with respect to frequency and amount).

"**Organizational Documents**" means, with respect to any Person (other than an individual), (a) the certificate or articles of incorporation or organization and any joint venture, limited liability company, operating or partnership agreement, or other similar documents adopted or filed in connection with the creation, formation or organization of such Person and (b) all bylaws, voting agreements, and similar documents, instruments, or agreements relating to the organization or governance of such Person, in each case, as amended or supplemented.

"**Original Collaboration Agreement**" has the meaning set forth in the recitals.

[***].

"**Other License Transaction Consideration**" means, solely to the extent attributable to a grant of rights with respect to one or more Generate Products, [***].

"**Parties**" has the meaning set forth in the preamble.

"**Patent Rights**" has the meaning set forth in the definition of "Intellectual Property Rights."

"**Payee**" has the meaning set forth in Section 1.5.

"**PCBs**" has the meaning set forth in Section 2.18.

"**Permits**" has the meaning set forth in Section 2.17(b).

"**Permitted Disclosures**" means any disclosures set forth in the Disclosure Schedule:

(a) disclosing exceptions to any of the representations and warranties set forth in ARTICLE II;

(b) disclosing the taking of an action by the SPV to which Generate has explicitly consented in writing; and

(c) providing disclosure responsive to a section of the Disclosure Schedule that includes an affirmative disclosure or other listing requirement or enumeration set forth in such representation or warranty in this Agreement (but not, for the avoidance of doubt, any disclosure beyond that specifically required to respond to the applicable affirmative schedule or listing requirement or enumeration).

"**Person**" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

"**Personal Information**" has the meaning set forth in Section 2.9(a).

"**Pioneering Medicines**" has the meaning set forth in Section 1.7 of Schedule 1.1.

"**PM Party**" has the meaning set forth in the preamble.

"**Pre-Closing Tax Period**" means any taxable period or portion thereof ending on or before the Closing Date.

"**Pre-Collaboration Antibody Program**" has the meaning set forth in Section 1.7 of Schedule 1.1.

"**Privacy Requirements**" has the meaning set forth in Section 2.9(a).

"**Quarterly Plan**" has the meaning set forth in Section 1.3(a) of Schedule 1.1.

"**Quarterly Report**" has the meaning set forth in Section 1.6(a) of Schedule 1.1.

"**Recipient Entities"** has the meaning set forth in Section 6.2(a).

"**Registered IP**" has the meaning set forth in Section 2.10(a).

"**Regulatory Approval**" means, with respect to a country or other jurisdiction, all approvals, licenses, clearances, marks, registrations, authorizations certificates, exemptions, consents, franchises, concessions, notices or other like item of or issued by any Regulatory Authority, from the relevant Governmental Authority necessary or useful to commercially distribute, sell or market a product in such country or other applicable jurisdiction (not including any applicable pricing and governmental reimbursement approvals unless legally required to market the product in a country or other applicable jurisdiction).

"**Regulatory Authority**" means any applicable Governmental Authority involved in granting Regulatory Approval for, and responsible for the regulation of, the product in any jurisdiction, including the United States Food and Drug Administration (or any successor thereto), the European Medicines Agency (or any successor thereto), and any corresponding Governmental Authority.

"**Released Claim**" has the meaning set forth in Section 7.3.

"**Released Matters**" has the meaning set forth in Section 7.3.

"**Releasees**" has the meaning set forth in Section 7.3.

"**Releasors**" has the meaning set forth in Section 7.3.

"**[***] Ratio**" means, with respect to a License Transaction and the Generate Product(s) and country(ies) that are the subject of such License Transaction, the quotient stated as a percentage and resulting from the following equation: [***].

"**Second Target**" means IL-4Rα, including all naturally occurring mutations or variants with respect thereto.

"**Stockholder**" has the meaning set forth in the preamble.

"**Stockholder Indemnified Parties**" means Stockholder and its Affiliates.

"**Sublicensee**" means a Third Party that has been granted a license or sublicense under Intellectual Property Rights owned by or licensed to Generate or its Affiliates to Develop, Manufacture, Commercialize or otherwise Exploit a Generate Product beyond the mere right to purchase a Generate Product from Generate and its Affiliates, and excludes Third Party subcontractors that act in the supply chain or that perform services (as opposed to being granted broad rights or responsibilities), such as contract manufacturing organizations and contract research organizations; provided that, for the avoidance of doubt, Sublicensee shall include any wholesale distributor.

"**SPV**" has the meaning set forth in the preamble.

"**SPV Contract**" means the Contracts listed in Section 2.13 of the Disclosure Schedule.

"**SPV Controlled IP**" means all Intellectual Property Rights, other than Intellectual Property Rights that were [***], that (a) were first invented, discovered, generated, developed,

created, or otherwise made prior to the Closing Date by or on behalf of the SPV (including by (i) the Stockholder, (ii) any Affiliate of the SPV, or (iii) any Third Party engaged by the SPV, including, if applicable, any Flagship Third Party), and (b) are necessary or reasonably useful for the Exploitation of Generate Products.

"**SPV Organizational Documents**" means the Organizational Documents of the SPV.

"**SPV Permits**" has the meaning set forth in Section 2.17.

"**Statement Date**" has the meaning set forth in Section 2.5.

"**Straddle Period**" has the meaning set forth in Section 7.2(d).

"**Subject Shares**" has the meaning set forth in the recitals.

"**Subject Target**" means TSLP, including all naturally occurring mutations or variants with respect thereto.

"**Takeover Provisions**" has the meaning set forth in Section 2.4(c).

"**Target**" means any naturally occurring protein, including the wild type and all naturally occurring variants or naturally-occurring non-protein moieties thereof (*e.g.*, a nucleic acid molecule, a carbohydrate, a sugar moiety, etc.).

"**Tax**" (including with correlative meaning the terms "**Taxes**" and "**Taxable**") means (a) any and all taxes, charges, fees, duties, contributions, levies, or other similar assessments or liabilities, including, income, gross receipts, corporation, ad valorem, premium, value-added, net worth, capital stock, capital gains, documentary, recapture, alternative or add-on minimum, disability, registration, recording, excise, real property, personal property, sales, use, license, lease, service, service use, transfer, withholding, employment, unemployment, insurance, social security, national insurance, business license, business organization, environmental under Section 59A of the Code, workers compensation, payroll, profits, severance, stamp, occupation, escheat, windfall profits, customs duties, franchise, estimated, and other taxes of any kind whatsoever imposed by any state, local, or foreign government, or any agency or political subdivision thereof, and any interest, fines, penalties, assessments or additions to tax imposed with respect to such items or any contest or dispute thereof and (b) any liability of any Person for the payment of amounts of the type described in clause (a) as a transferee, successor or payable pursuant to a contractual obligation.

"**Tax Matter**" has the meaning set forth in Section 7.2(c).

"**Tax Return**" means any and all reports, returns (including information returns), declarations, claim for refund or statements relating to Taxes, including any schedule or attachment thereto and any related or supporting workpapers or information with respect to any of the foregoing, including any amendment thereof required to be filed with or submitted to any Governmental Authority in connection with the determination, assessment, collection or payment of Taxes or in connection with the administration, implementation or enforcement of or compliance with any legal requirement relating to any Tax.

"**Third Party**" means any Person other than any of the Parties hereto or their respective Affiliates.

"**Third Party Action**" means any Action by a Person other than a Party, for which indemnification may be sought by Generate or Stockholder under ARTICLE V.

"**Third Party Valuation Expert**" means a Third Party professional (a) with [***], (b) who [***], and (c) does not [***].

"**Trade Secrets**" has the meaning set forth in the definition of "Intellectual Property Rights."

"**Trademarks**" has the meaning set forth in the definition of "Intellectual Property Rights."

"**Transfer Taxes**" means all transfer, stock transfer, documentary, sales, use, value-added stamp, registration, and other similar Taxes and fees, including stamp duty (including any penalties and interest).

"**Underwriting Agreement**" has the meaning set forth in Section 1.2(a).

"**US GAAP**" means generally accepted accounting principles as consistently applied.

"Valid Claim" means (a) an issued claim of a Patent Right that has not been ruled unpatentable, invalid or unenforceable by a final and unappealable decision of a court or other competent authority in the subject jurisdiction; or (b) a pending claim of a Patent Right that (i) has not been abandoned or finally disallowed without possibility of appeal and (ii) has not been pending for more than [***] from its earliest priority date.

"**Withholding Party**" has the meaning set forth in Section 1.5.

Section 9.2 Accounting Terms. Except as otherwise expressly provided in this Agreement, all accounting terms used herein shall be interpreted, and all financial statements and certificates and reports as to financial matters required to be delivered hereunder shall be prepared, in accordance with US GAAP.

ARTICLE X

GENERAL

Section 10.1 Notices. All notices, deliveries, and other communications pursuant to this Agreement shall be in writing and in English and shall be deemed given if delivered personally, sent by email (and promptly confirmed by globally recognized express delivery service) or delivered by globally recognized express delivery service to the parties at the email or addresses set forth below or to such other email or address as the Party to whom notice is to be given may have furnished to the other parties in writing in accordance herewith. Any such notice, delivery or communication shall be deemed to have been delivered and received (a) in the case of personal delivery, on the delivery date, (b) in the case of email, on the delivery date (or if delivered on a

non-Business Day, then on the next Business Day), and (c) in the case of a globally recognized express delivery service, on the date of receipt.

If to the SPV:

Pioneering Medicines 02, Inc.
c/o Flagship Pioneering
55 Cambridge Pkwy, Suite 800E
Cambridge, MA 02142
Attention: Paul Biondi
Email: legalnotices@flagshippioneering.com

If to the Stockholder:

Pioneering Medicines 02, LLC
c/o Flagship Pioneering
55 Cambridge Pkwy, Suite 800E
Cambridge, MA 02142
Attention: Paul Biondi
Email: legalnotices@flagshippioneering.com

With a required copy to (which shall not constitute notice to Stockholder):

Cooley LLP
55 Hudson Yards
New York, NY 10001-2157
Attention: Christophe Beauduin
Email: cbeauduin@cooley.com

If to Generate:

Generate Biomedicines, Inc.
55 Cambridge Parkway, Suite 800E
Cambridge, MA 02142
Attention: Legal Notices

With a required copy to (which shall not constitute notice to Generate):

Ropes & Gray
Prudential Tower
800 Boylston Street
Boston, MA 02199-3600
Attention: Hannah H. England
Email: hannah.england@ropesgray.com

Section 10.2 Entire Agreement. This Agreement and the Exhibits and Schedules referred to herein and the documents delivered pursuant hereto contain the entire understanding of the parties with regard to the subject matter contained herein or therein, and supersede all prior

agreements, understandings or letters of intent between the Parties. The Original Collaboration Agreement is hereby terminated and deemed to be of no further force or effect. For clarity, nothing expressly set forth in this Agreement shall affect the rights or obligations expressly contained in (a) the Generate-Flagship License Agreement or (b) that certain Managerial Agreement between Flagship Pioneering, Inc. and Generate, dated as of August 20, 2018.

Section 10.3 Counterparts; Delivery by Facsimile or E-mail. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. PDF execution and delivery of this Agreement by any Party shall constitute a legal, valid, and binding execution and delivery of this Agreement by such Party.

Section 10.4 Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without respect to its conflict of laws rules or principles that might otherwise refer construction or interpretation of this Agreement to the substantive laws of another jurisdiction. Notwithstanding the dispute resolution procedures set forth in this Section 10.4, in the event of an actual or threatened breach of this Agreement, the aggrieved Party may seek equitable relief (including restraining orders, specific performance or other injunctive relief), without first submitting to any dispute resolution procedures hereunder.

(b) Except as otherwise expressly provided herein, including with respect to any Disputes arising under Sections 1.3(b)(iii), 1.4(b)(ii)(B), or 1.5(c) of Schedule 1.1, disputes of any nature arising under, relating to, or in connection with this Agreement, including any questions regarding its formation, existence, validity, enforceability, performance, interpretation, breach or termination ("**Disputes**") shall be resolved pursuant to this Section 10.4. In the event of a Dispute among the Parties, the Parties shall first attempt in good faith to resolve such Dispute by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within [***] from receipt of a written notice of a Dispute, such Dispute shall be finally settled by [***].

Section 10.5 Specific Performance. Each Party acknowledges that the parties hereto shall be irreparably harmed and that there shall be no adequate remedy at law for any violation by any Party of any of the covenants or agreements contained in this Agreement. It is accordingly agreed that, in addition to any other remedies that may be available upon the breach of any such covenants or agreements, each of the Parties shall have the right, prior to any termination of this Agreement, to seek injunctive relief to restrain a breach or threatened breach of, or otherwise to seek to obtain specific performance of, any other party's covenants and agreements contained in this Agreement, in any court having jurisdiction over the Parties and the matter, in addition to any other remedy to which it may be entitled, at law or in equity, and each Party waives any requirement for the securing or posting of any bond or security in connection with any such remedy.

Section 10.6 Severability. If any one or more of the provisions of this Agreement is held to be void, invalid, or unenforceable by a court of competent jurisdiction in any situation in any jurisdiction, the provision shall be considered severed from this Agreement and shall not affect the

validity or enforceability of the remaining provisions hereof or the validity or enforceability of the invalid, void, or unenforceable provision in any other situation or in any other jurisdiction. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Agreement may be realized.

Section 10.7 Waivers. The failure of any Party to insist on the performance of any obligation, term, provision, or condition hereunder shall not be deemed to be a waiver of such obligation, term, provision, or condition. Waiver of any breach of any obligation, term, provision or condition hereunder shall not be deemed to be a waiver of any other breach of such obligation, term, provision or condition or any other provision on such occasion or any succeeding occasion. No waiver, modification, release, or amendment of any obligation, term, provision, or condition of this Agreement shall be valid or effective unless in writing and signed by each of the Parties.

Section 10.8 Right to Offset. Without limiting any other rights of Generate under this Agreement or otherwise, Generate shall have the right, but not the obligation, to set off, in whole or in part, against any obligation or payment it owes to Stockholder or the SPV under this Agreement, any or all (a) [***], or (b) [***].

Section 10.9 Cooperation. The Parties hereto agree to provide reasonable cooperation with each other and to execute and deliver such further documents, certificates, agreements, and instruments and to take such other actions as may be reasonably requested by the other Parties to evidence or reflect the transactions contemplated by this Agreement and to carry out the intent and purposes of this Agreement.

Section 10.10 Business Day Requirements. In the event that any notice or other action or omission is required to be taken by a Party under this Agreement on a day that is not a Business Day, then such notice or other action or omission shall be deemed to be required to be taken on the next occurring Business Day.

Section 10.11 Force Majeure. With respect to those rights and obligations set forth in Schedule 1.1, neither Party will be responsible for nonperformance caused by forces beyond the reasonable control of such Party, including fire, explosion, natural disaster, war (whether declared or not), act of terrorism, strike, or riot, provided that the nonperforming Party uses reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed, and notifies the other Party of such cause as promptly as is reasonably practical given the circumstances.

Section 10.12 Interpretation. Each of the Parties acknowledges and agrees that this Agreement has been diligently reviewed by and negotiated by and between them, that in such negotiations each of them has been represented by competent counsel and that the final agreement contained herein, including the language whereby it has been expressed, represents the joint efforts of the Parties and their counsel. Accordingly, in interpreting this Agreement or any provision hereof, no presumption shall apply against any Party as being responsible for the wording or drafting of this Agreement or any such provision and ambiguities, if any, in this Agreement shall not be construed against any Party, irrespective of which Party may be deemed to have authored the ambiguous provision. The definitions of the terms herein shall apply equally to the singular

and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The word "will" shall be construed to have the same meaning and effect as the word "shall," and vice versa. The word "any" means "any and all" unless otherwise clearly indicated by context. The words "including", "include", and "includes" shall be deemed to be followed by the phrase "without limitation." The word "or" is disjunctive but not necessarily exclusive. Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein or therein), (b) any reference to any applicable Laws herein shall be construed as referring to such applicable Laws as from time to time enacted, repealed or amended, (c) any reference herein to any Person shall be construed to include such Person's successors and assigns, (d) all references herein to Articles, Sections, or Exhibits, unless otherwise specifically provided, shall be construed to refer to Articles, Sections, and Exhibits of this Agreement, (e) the word "notice" shall mean notice in writing (whether or not specifically stated) and shall include notices, consents, approvals, and other written communications contemplated under this Agreement, (f) provisions that require that a Party or the Parties "agree," "consent" or "approve" or the like shall require that such agreement, consent, or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but excluding e-mail and instant messaging), (g) words such as "herein," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to the particular provision in which such words appear, and (h) unless "Business Days" is specified, "days" shall mean "calendar days." Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.

[*SIGNATURE PAGES TO FOLLOW****]***

IN WITNESS WHEREOF, the Parties hereto have executed this Stock Purchase Agreement as of the day and year first written above.

GENERATE:
GENERATE BIOMEDICINES, INC.
By: /s/ Michael T. Nally
Name: Michael T. Nally
Title: CEO

SPV:

PIONEERING MEDICINES 02, INC.

By: /s/ Paul Biondi
Name: Paul Biondi
Title: President

STOCKHOLDER:

PIONEERING MEDICINES 02, LLC

By: /s/ Paul Biondi
Name: Paul Biondi
Title: President and Chief Executive Officer

FLAGSHIP PARENT:

FLAGSHIP LABS, LLC
(SOLELY FOR PURPOSES OF SECTION 1.7 OF SCHEDULE 1.1)

By: /s/ Charles Carelli
Name: Charles Carelli
Title: Authorized Signatory

Schedule 1.1

Net Sales Payments and Other Rights and Obligations

1.1. Quarterly Meetings. Commencing upon the Closing Date and persisting for the duration of the Net Sales Payment Term, once per Calendar Quarter following the delivery of (a) the Quarterly Plan for such Calendar Quarter and (b) if applicable, the Quarterly Report for the previous Calendar Quarter, the Parties shall meet, either in-person or by tele- or video-conference, to discuss the Exploitation of the Generate Products under this Agreements, including the Development and Commercialization activities performed by Generate and its Affiliates and Sublicensees, the Quarterly Plan, and, if applicable, the Quarterly Report. If prior to the end of the Net Sales Payment Term, either (i) [***], (ii) [***], or (iii) [***], then, in each case, the obligation to meet under this Section 1.1 of this Schedule 1.1 shall automatically terminate.

1.2. Exclusivity. Other than the Exploitation of Generate Products, during the period commencing upon the Closing Date and continuing until the fifth (5^{th}) anniversary of the Initial Launch of the first Generate Product (the "**Exclusivity Period**"), neither Generate nor any of its Affiliates will Develop or Commercialize, nor collaborate with, enable or otherwise authorize, license or grant any right to any Third Party to Develop or Commercialize, any product containing an Antibody that Binds to (i) only the Subject Target, (ii) only the Second Target, or (iii) both the Subject Target and Second Target, but no other Target (with respect to each ((i)-(iii)), any such non-Generate Product, a "**Competing Product**"); provided that, for clarity, the foregoing will not prevent or otherwise restrict Generate or its Affiliates from Developing or Commercializing, directly or indirectly, with or through a Third Party (including as part of a Licensing Transaction), (A) bispecific antibodies other than Antibodies that Bind to both the Subject Target and the Second Target, but no other Target, (B) multispecific antibodies (including, for clarity, Antibodies that Bind to both the Subject Target, the Second Target, and one or more additional Targets) or (C) other Combination Products. In addition, in the event a Third Party acquires Generate as part of a Business Combination, the foregoing restriction will not apply to any Competing Products of the Third Party acquirer or its Affiliates (excluding Generate) that exist prior to the closing of such Business Combination or that are Developed by or come into the control of any such Third Party acquirer or any of its Affiliates following the closing of such Business Combination; provided that (I) [***] owned or controlled by Generate are used by or on behalf of such Third Party or its Affiliates in connection with the Development, Manufacture, Commercialization or other Exploitation of such Competing Products, (II) [***] of Generate can be accessed by such Third Party acquirer or its Affiliates in connection with the Development, Manufacture, Commercialization or other Exploitation of such Competing Products, and (III) such Third Party acquirer and its Affiliates institute reasonably sufficient technical and administrative safeguards to help ensure the requirements set forth in the foregoing clauses (I) and (II) are met.

1.3. Development and Commercialization.

(a) Quarterly Plans. Commencing upon the Closing Date and persisting for the duration of the Net Sales Payment Term, once per Calendar Quarter, Generate will prepare and deliver to Stockholder, for its review and comment, a written plan setting forth the Development and Commercialization activities that Generate, its Affiliates or Sublicensees, as applicable,

reasonably anticipate conducting with respect to Generate Products during the [***] Calendar Quarters immediately following the present Calendar Quarter (each a "**Quarterly Plan**").

(b) Diligence.

(i) Obligation. Subject to the terms and conditions of this Agreement, during the Net Sales Payment Term, Generate (directly, or through its Affiliates or Sublicensees) will use Commercially Reasonable Efforts to (A) Develop and obtain Regulatory Approval for Generate Products in each of the Major Markets, and (B) following receipt of Regulatory Approval of a given Generate Product in a country, Commercialize such Generate Product in such country ((A) and (B) individually or collectively as the context requires, "**Diligence Obligations**"). Without limiting the foregoing, in the event that, prior to the date that is the fifteenth (15th) year anniversary of the Initial Launch of a Generate Product, Generate discontinues Development or Commercialization of a given Generate Product in a Major Market for a period of more than [***], such discontinuation will constitute a material breach of Generate's diligence obligations with respect to such Generate Product as to such Major Market.

(ii) Disclaimers. The Parties acknowledge that, subject to (and without prejudice to) Section 1.3(b)(i) of this Schedule 1.1, it is the intention of the Parties that, as between the Parties, Generate and its Affiliates shall have sole control over and decision-making authority with respect to the Development, Manufacturing, Commercialization, and other Exploitation of Generate Products following the Closing in accordance with its or their own business judgment and its or their sole discretion. In exchange for the Net Sales Payments to be paid, if any, in accordance with Section 1.1 of the Agreement, the PM Parties acknowledge, understand, and agree as follows, in each case subject to (and without prejudice to) Section 1.3(b)(i) of this Schedule 1.1:

(A) Generate and its Affiliates shall have complete control over and decision-making authority with respect to the Development, Manufacturing, Commercialization, and other Exploitation of Generate Products following the Closing, and that such control and discretion by Generate and its Affiliates could result in Net Sales Payments not being paid;

(B) Generate and its Affiliates have no duty to Develop, Manufacture, Commercialize or Exploit the Generate Products, to exert any volume of efforts in Developing, Manufacturing, Commercializing, or Exploiting the Generate Products, or to employ any volume of resources or efforts to achieve any particular volume of Net Sales;

(C) personnel of Generate and its Affiliates are not required to take into account the interests of the Stockholder in taking actions in connection with the Development, Manufacture, Commercialization, or Exploitation of the Generate Products;

(D) neither Generate nor any of its Affiliates has furnished or provided, whether written or oral, any assurances or commitments regarding the payment of the Net Sales Payments or the likelihood thereof and Stockholder has not relied on any such statements;

(E) the potential volume of Net Sales are subject to a variety of factors and uncertainties, including many outside of the control of Generate and its Affiliates, and

the payment of the applicable Net Sales Payments is contingent upon the volume of Net Sales, which may be zero or *de minimis* and, as a result, that Net Sales Payments may never be paid or, if paid, may be *de minimis*;

(F) Generate and its Affiliates have been, are, and in the future will be actively involved in investments and developments in industries and fields that may compete with Generate Products. The Stockholder agrees that Generate and its Affiliates make no representations or warranties that any such activities will be limited to the Generate Products, and that Generate, and its Affiliates may, in their sole and absolute discretion, decide to acquire, Develop or Commercialize devices, drugs or other products which may compete with the Generate Products or continue such activity in which they currently are engaged;

(G) in any judicial determination with respect to the achievement of any volume of Net Sales, no judge, arbitrator or other Third Party interpreting the intent of Generate and its Affiliates with respect to the achievement of any volume of Net Sales shall read in or apply any implied covenants of good faith or any implied standard of diligence or efforts with respect to the achievement of any volume of Net Sales (as applicable); and

(H) Except for the representations and warranties contained in this Agreement, neither Generate nor any other person acting on behalf of Generate has made or makes any other express or implied representation or warranty, either written or oral, including any representation or warranty as to the accuracy or completeness of any information regarding Generate or its Affiliates furnished or made available to the PM Parties or their respective representatives, including any representation or warranty arising from statute or otherwise in Law, and Generate disclaims any such representation or warranty, whether by Generate or any of its respective officers, directors, employees, agents or representatives or any other person, with respect to the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, notwithstanding the delivery or disclosure to the PM Parties or any of their officers, directors, employees, agents or representatives or any other person of any documentation or other information.

(iii) Failure to Satisfy Diligence Obligation. If Generate is in material breach of its Diligence Obligations with respect to a Generate Product in a country, then Stockholder may provide Generate with written notice of such breach or failure and, so long as Generate does not dispute such material breach, Generate will have ninety (90) days from the receipt of such notice to cure such material breach; provided that, if Generate disputes such material breach or the cure thereof in good faith, then such [***] day cure period will be tolled upon the date that Stockholder receives Generate's notice of dispute, which tolling will persist until resolution of such dispute and, if such dispute is resolved in Stockholder's favor, then Generate will have the remainder of the tolled period to cure such breach or failure. If Generate does not cure such material breach during such [***] day period, then Stockholder may provide Generate with written notice of Stockholder's intent to acquire from Generate, [***], taking into account [***], the right (through a licensing transaction) to assume further Development, Manufacturing, Commercialization, and Exploitation of such Generate Product in such country pursuant to a written license agreement that, among other things, provides as follows: [***]. In the event the Parties cannot agree on the [***], or the licensing and other appropriate documentation effecting the licensing of such interest, then the Parties will comply with the Third

Party Valuation Expert process set forth in Section 1.5(c) of this Schedule 1.1, applied *mutatis mutandis* to this type of Dispute. Upon execution of a written agreement pursuant to which Stockholder assumes further Development, Manufacturing, Commercialization, and Exploitation of such Generate Product in such country as set forth in this Section 1.3(b)(iii) of this Schedule 1.1, the following provisions will immediately terminate with respect to the applicable Generate Product and country without further action of the Parties: (I) Generate's diligence obligations under Section 1.3(b)(i) of this Schedule 1.1, (II) Generate's Net Sales Payment obligation under Section 1.4 of this Schedule 1.1, and (III) the restrictions imposed on Generate and its Affiliates in Section 1.2 of this Schedule 1.1, but solely with respect to the Target(s) for the applicable Generate Product in the applicable country.

1.4. Net Sales Payments.

(a) Net Sales Payment Calculation.

(i) Subject to the terms and conditions of this Agreement, during the Net Sales Payment Term for a given Generate Product in a given country, on a Generate Product-by-Generate Product and country-by-country basis, Generate will pay to Stockholder a payment in the amount of the Net Sales of such Generate Product in such country in a given Calendar Year, multiplied by the applicable Net Sales Payment Rate (as such rate may be adjusted in accordance with the terms of this Agreement) (each such payment, a "**Net Sales Payment**").

(ii) With respect to a given Generate Product, the "**Net Sales Payment Rate**" (as may be adjusted in accordance with the terms of this Agreement, including Section 1.4(b) of this Schedule 1.1), means:

(A) if such Generate Product contains GB-0895 or any Antibody other than GB-0895 that [***], then: [***] percent ([***]%);

(B) if a Generate Product does not contain an Antibody described in the foregoing clause (A) but contains an Antibody that Binds to [***], then: [***] percent ([***]%) multiplied by the fraction A/B, where A equals [***] and B equals [***], and

(C) if a Generate Product does not contain an Antibody described in the foregoing clause (A) or clause (B) but contains an Antibody that Binds to [***], then: [***] percent ([***]%), multiplied by the fraction C/D, where C equals [***] and D equals [***]. For example, if a Generate Product contains an Antibody that Binds to [***] and [***] additional Targets that are not the Second Target, then the Net Sales Payment Rate for such Generate Product would be: [***] percent ([***]%) multiplied by the fraction [***] or [***].

(b) Net Sales Payment Adjustments – Actual and Potential.

(i) Definitions Used to Calculate Net Sales. On a Generate Product-by-Generate Product and country-by-country basis, if Generate or its Affiliates enter into a License Transaction with respect to one or more Generate Products in one or more countries and, as consideration for such License Transaction, the applicable Sublicensee will pay Generate or its Affiliates a royalty on net sales of such Generate Products in such countries, then [***] and such

Net Sales will be used for the purposes of determining the corresponding Net Sales Payments pursuant to Section 1.4(a) of this Schedule 1.1.

(ii) Determining Whether Additional Adjustments Are Due. If Generate or its Affiliates enter into a License Transaction with respect to one or more Generate Products in one or more countries and, as consideration for such License Transaction, Generate or its Affiliates will receive both a royalty on net sales of such Generate Products in such countries and Other License Transaction Consideration from the Sublicensee to such License Transaction, then the following shall apply:

(A) Promptly [***] following the effective date of such License Transaction, in order to determine the [***] Ratio with respect to such License Transaction, (I) Generate or its Affiliates, as applicable, will select a Third Party Valuation Expert by providing a written notice to Stockholder or its applicable Affiliate identifying such Third Party Valuation Expert and their qualifications and (II) Stockholder will select a second (2nd) Third Party Valuation Expert by providing a separate written notice to Generate or its applicable Affiliate identifying such second (2nd) Third Party Valuation Expert and their qualifications. Upon the earlier of (y) the date each Party or its applicable Affiliate receives the other Party's notice identifying such other Party's selected Third Party Valuation Expert, or (z) [***] following the effective date of the applicable License Transaction, whichever occurs first ((y)-(z)), the process set forth in Section 1.4(b)(ii)(B) of this Schedule 1.1 shall immediately commence; provided that, if by the end of such [***] period, a Party has not selected and notified the other Party of its Third Party Valuation Expert, then such Third Party Valuation Expert will be selected in accordance with the International Chamber of Commerce's Rules for the Appointment of Experts and Neutrals, and the process set forth Section 1.4(b)(ii)(B) of this Schedule 1.1 shall be tolled until such Third Party Valuation Expert has been selected.

(B) The Third Party Valuation Experts shall promptly coordinate and [***] contemporaneously submit to the Parties each Third Party Valuation Expert's written proposal with supporting evidence setting forth their calculation of the [***] Ratio. Once the Third Party Valuation Experts have submitted their calculations of the [***] Ratio, the Parties will meet and review and, if such calculations are (I) [***], or (II) [***], then the Parties will promptly (within [***] of such meeting) agree on [***]; provided that, if the Parties are unable to agree on [***], then [***].

(C) If the [***] Ratio is determined, in accordance with the process set forth in Section 1.4(b)(ii)(B) of this Schedule 1.1, to be:

(I) [***] or less, then Stockholder will receive [***];

(II) [***] or greater, then Stockholder will receive [***]; and

(III) greater than [***] but less than [***], then Stockholder will receive [***] as set forth in Section 1.4(iii) of this Schedule 1.1 as follows: [***] For example, [***].

(iii) Allowable Reductions. On a Generate Product-by-Generate Product and country-by-country basis, if (I) Generate or its Affiliates enter into a License Transaction with

respect to one or more Generate Products in one or more countries and, as consideration for such License Transaction, the applicable Sublicensee will pay Generate or its Affiliates a royalty on net sales of such Generate Products in such countries, (II) the royalty described in the foregoing clause (I) is subject to Allowable Reductions, and (III) the Allowable Reductions described in the foregoing clause (II) are [***], with respect to each of (I)-(III), then the applicable Net Sales Payment Rate for such Generate Product in such country shall be reduced by [***]. For example, [***].

(iv) Overall Floor. Notwithstanding the foregoing Section 1.4(b)(ii) and Section 1.4(b)(iii) of this Schedule 1.1, with respect to any Generate Product in any country, the Net Sales Payment Rate shall in no case be reduced by [***] of the Net Sales Payment Rate that would otherwise be applicable pursuant to Section 1.4(a)(ii) of this Schedule 1.1. For example, [***].

(c) Ownership of Net Sales Payments. For clarity, it is the intention of the Parties that, [***].

1.5. Buy Out of Net Sales Payments.

(a) Buy-Out Election.

(i) License Transaction. Either Party shall have the right to trigger a buy-out of all future Net Sales Payments due to Stockholder under this Agreement in accordance with the terms of this Section 1.5 of this Schedule 1.1 (a "**Buy-Out**") following a License Transaction of all or substantially all of the commercial rights for one or more Generate Products in one or more countries.

(ii) Business Combination. Neither Party shall have the right to trigger a Buy-Out following the consummation of a Business Combination of Generate or a Generate Whole-Program Affiliate with or by a Third Party, except if such Third Party is a Multinational Pharmaceutical Company, in which case, Generate shall have the right to trigger a Buy-Out.

(iii) Procedure. With respect to the foregoing Sections 1.5(a)(i) and 1.5(a)(ii) of this Schedule 1.1, the Party identified in the applicable Section will have the right to trigger the corresponding Buy-Out by notifying the other Party in writing (A) with respect to a Buy-Out triggered under Section 1.5(a)(i) of this Schedule 1.1, within the [***] period immediately following the date of consummation of the applicable License Transaction, or (B) with respect to a Buy-Out triggered under Section 1.5(a)(ii) of this Schedule 1.1, within the [***] period immediately following execution of a definitive agreement memorializing Generate's or the Generate Whole-Program Affiliate's intent to consummate the applicable Business Combination; provided that, no Buy-Out Amount will be paid until such Business Combination is consummated and, if such Business Combination is never consummated, then the notice given pursuant to this subclause (B) will be of no force and effect.

(iv) Scope. In the event of a Buy-Out triggered under Section 1.5(a)(i) of this Schedule 1.1 following a License Transaction, the scope of such Buy-Out shall be Net Sales Payments due to Stockholder based on the Generate Products and countries that were the subject of such License Transaction on a Generate Product-by-Generate Product and country-by-country

basis. In the event of a Buy-Out triggered under Section 1.5(a)(ii) of this Schedule 1.1 following a Business Combination of Generate or the Generate Whole-Program Affiliate, the scope of such Buy-Out shall be Net Sales Payments due to Stockholder based on all Generate Products and all countries.

(b) Calculation of Buy-Out Amount. Generate's Buy-Out obligation described in Section 1.5(a) of this Schedule 1.1 will consist of a single payment to Stockholder that is equivalent to the fair market value of the projected future Net Sales Payments due to Stockholder as set forth in this Agreement with respect to the projected future Net Sales of the applicable and then-existing Generate Products in the applicable countries following the closing of the applicable Business Combination or effective date of the applicable License Transaction (the "**Buy-Out Amount**"). For clarity, the fair market value of the Buy-Out Amount will be based solely on [***], and will not take into consideration any [***]. If such notice is given, then the Parties will promptly meet and negotiate in good faith to agree on the Buy-Out Amount to be paid to Stockholder, which will be reflected in a written agreement memorializing any agreement by the Parties.

(c) Disputes Regarding Buy-Out Amount. If the Parties are unable to reach agreement as to the Buy-Out Amount (or [***]) within [***] after the date of receipt of written notification of a Party triggering a buy-out of future Net Sales Payments pursuant to Section 1.5(a)(iii) of this Schedule 1.1, then each Party shall promptly (within [***] after the end of such [***] period) select one (1) Third Party Valuation Expert. Each Third Party Valuation Expert shall promptly (within [***] after their appointment) contemporaneously submit to the Party that appointed it a written proposal with supporting evidence setting forth its calculation of the Buy-Out Amount. Once each Third Party Valuation Expert has submitted their calculation of the Buy-Out Amount, the Parties will meet and review and, if such calculations are (i) within [***] of each other, then the Buy-Out amount shall be the average of the two calculations, and (ii) not within [***] of each other, then the Parties would promptly (within [***] of such meeting) agree on a third (3rd) Third Party Valuation Expert, who would promptly (within [***] of their appointment) submit to each Party a written proposal with supporting evidence setting forth its calculation of the Buy-Out Amount; provided that, if the Parties are unable to agree on such third (3rd) Third Party Valuation Expert, then such expert will be appointed in accordance with the International Chamber of Commerce's Rules for the Appointment of Experts and Neutrals. The Buy-Out Amount will be the [***] of (A) the third (3rd) Third Party Valuation Expert's calculation of the Buy-Out Amount, and (B) [***].

(d) Effects of Buy-Out. Upon determination of the Buy-Out Amount and payment thereof, Generate's (i) diligence obligations under Section 1.3(b)(i) of this Schedule 1.1, (ii) obligation under Section 1.4 of this Schedule 1.1 to make Net Sales Payments with respect to the Generate Products and countries that were the subject of such buy-out, and (iii) exclusivity obligations under Section 1.2 of this Schedule 1.1 with respect to (A) if a Party exercises its buy-out right under Section 1.5(a)(i) of this Schedule 1.1 in connection with a License Transaction, then the Target(s) to which the applicable Generate Product are directed in the applicable country(ies), or (B) if Generate exercises its buy-out right under Section 1.5(a)(ii) of this Schedule 1.1 in connection with a Business Combination of Generate or a Generate Whole-Program Affiliate, then all Targets in all countries, with respect to each ((i)-(iii)), shall immediately terminate without further action of the Parties.

Schedule 1.1
Net Sales Payments and Other Rights and Obligations

(e) Expiration of Buy-Out Right. Upon the first to occur of (i) [***], or (ii) [***], with respect to each ((i)-(ii)), if neither Party provides written notice as set forth in Section 1.5(a)(iii) of this Schedule 1.1 within the applicable time period, then both Parties' rights under Section 1.5(a) of this Schedule 1.1 shall automatically expire without further action of the Parties. For clarity, upon such expiration, neither Party shall have the right to trigger a Buy-Out under Section 1.5(a) of this Schedule 1.1.

1.6. Net Sales Payment Reporting; Payment Methods; and Audit

(a) Quarterly Net Sales Payment Reports. For each Calendar Quarter during the Net Sales Payment Term, starting with the first Calendar Quarter in which the First Commercial Sale of a Generate Product occurs, Generate will provide Stockholder with a written report detailing the amount of Gross Sales during such Calendar Quarter, the amount of Net Sales made during such Calendar Quarter, and the Net Sales Payments due to Stockholder for such Calendar Quarter (each such report, a "**Quarterly Report**"). Each Quarterly Report will be due to Stockholder upon the earlier of (i) [***], and (ii) [***]. Each Quarterly Report will include at least the following: [***]. With each Quarterly Report submitted, Generate will pay to Stockholder the Net Sales Payments due and payable under this Agreement for the applicable Calendar Quarter. If no Net Sales Payments are due and payable for a Calendar Quarter, Generate will so report. Notwithstanding the foregoing, in the event of a License Transaction, Generate will be entitled to provide Stockholder with those royalty reports (or similar reports) it receives from the applicable Sublicensee without edits to the contents thereof, which will be deemed to satisfy the requirements of this Section 1.6(a) of this Schedule 1.1.

(b) Payment and Currency . Generate will make all payments due to Stockholder in Dollars, without deduction of exchange, collection, wiring fees, bank fees, or any other charges. All payments to Stockholder will be made in Dollars by wire transfer or check payable to Stockholder in accordance with the payment instructions provided by Stockholder from time to time.

(c) Currency Exchange. For converting any Net Sales made in a currency other than Dollars, the Parties will use the conversion rate published in the Wall Street Journal or other industry standard conversion rate approved in writing by the Parties.

(d) Late Payments. In the event any payments are not received by Stockholder when due hereunder, Generate will pay to Stockholder interest charges that will accrue interest until paid at a rate equal to [***] points above the U.S. Prime Rate, as reported in the Wall Street Journal, Eastern Edition from time-to-time (or the maximum allowed by Law, if less), calculated on the number of days such payment is overdue.

(e) Records; Audit Rights; and Audit Disputes.

(i) Generate will keep, and cause its Affiliates and Sublicensees to keep, complete, true, and accurate records and books containing all particulars that may be necessary for the purpose of showing the Net Sales Payment amounts payable to Stockholder hereunder. Copies of all such records and books will be kept at the applicable entity's principal place of business or the principal place of business of the appropriate division of such entity to

which this Agreement relates. The records and books for each Calendar Quarter will be maintained for at least [***] after the Calendar Quarter in which the applicable report was submitted to Stockholder.

(ii) Upon reasonable prior notice, Generate, its Affiliates or Sublicensees, as applicable, will permit an independent nationally recognized certified public accounting firm appointed by Stockholder and reasonably acceptable to the entity being audited to inspect such books and records during regular business hours for the purpose of verifying the Quarterly Report and the Net Sales Payments due to Stockholder thereunder. No such inspection will occur more than [***], and no period will be inspected more than [***]. The accounting firm will enter into a customary confidentiality agreement with the audited entity prior to conducting any such audit, and the accounting firm will not disclose any of the audited entity's Confidential Information to the Stockholder, except that the accounting firm will disclose to Stockholder whether the Quarterly Report was accurate and, if not, the amount of such inaccuracy. Any inspection conducted under this Section 1.6(e)(ii) of this Schedule 1.1 will be at the cost and expense of Stockholder, unless such inspection reveals any underpayment or overpayment for the audited period of at least [***], in which case the full costs of such inspection for such period will be borne by the audited entity. The audited entity and Stockholder will reconcile any underpayment or overpayment within [***] after the accounting firm delivers the results of the audit and, if as a result of such audit, a payment is due from an entity, such payment will be made by such entity within [***] days after receiving a corresponding invoice from the entity to whom payment is due.

(iii) In the event of a dispute with respect to any audit under the foregoing Section 1.6(e)(ii) of this Schedule 1.1, Generate and Stockholder shall work in good faith to resolve the disagreement. If the Parties are unable to reach a mutually acceptable resolution of any such dispute within [***] after one Party provides written notice of such dispute to the other Party, then the dispute shall be submitted for resolution to a certified public accounting firm jointly selected by each Party's certified public accountants or to such other Person as the Parties shall mutually agree (the "**Audit Expert**"). The decision of the Audit Expert shall be final and the costs of such arbitration as well as the initial audit shall be borne between the Parties in such manner as the Audit Expert shall determine. No later than [***] after such decision and in accordance with such decision, the audited Party shall pay the additional amounts, or the auditing Party shall reimburse the excess payments, as applicable.

1.7. Further Assurances.

(a) Flagship Parent, as the [***] of the Pioneering Medicines business unit of Flagship Pioneering ("**Pioneering Medicines**"), hereby covenants and agrees that, from and after the Closing, it shall use commercially reasonable efforts to take all actions reasonably necessary or appropriate to ensure that Generate or [***] (as may be required by the [***]), as applicable, is vested with, or otherwise receives, all rights, title, and interests in and to:

(i) [***]; and

(ii) following execution of the Original Collaboration Agreement, any and all Intellectual Property Rights that were first invented, discovered, generated, developed,

created, or otherwise made by or on behalf of Pioneering Medicines or the SPV pursuant to the activities under the Original Collaboration Agreement;

in each case ((i) and (ii)), that are necessary for, or otherwise reasonably useful to, the Development, Manufacture, Commercialization, or other Exploitation of any Generate Product, and to the extent not already controlled by Generate or [***], as applicable, immediately following the Closing. For clarity, prior to the execution of the Original Collaboration Agreement, Pioneering Medicines [***].

(b) Without limiting the foregoing, such commercially reasonable efforts shall include causing the [***] to: (i) execute and deliver assignments, conveyances, confirmations of assignment, or other transfer instruments in favor of Generate; (ii) grant licenses (including exclusive licenses, to the extent required to vest Generate with substantially equivalent rights) where assignment is not legally permissible; and (iii) take such further acts and execute such further documents, in each case, as Generate may reasonably request to evidence, perfect, record, or enforce such rights.

(c) This Section 1.7 of this Schedule 1.1 shall survive the Closing and shall apply regardless of whether the applicable Intellectual Property Rights are identified before or after the Closing Date.

Schedule 1.1
Net Sales Payments and Other Rights and Obligations

Schedule 2

Disclosure Schedule

Schedule 2
Disclosure Schedule

Schedule 2
Disclosure Schedule

Section 2.2 – Ownership of Shares; Voting.

(a) (i) [***].

(c)

1. [***].
2. [***].
3. [***].
4. [***].
5. [***].

Schedule 2
Disclosure Schedule

Section 2.5 – Financial Statements.

(c) [***].

ARTICLE I

Schedule 2
Disclosure Schedule

Section 2.10 – Intellectual Property.

(a) [***].

Schedule 2
Disclosure Schedule

Section 2.13 – Contracts.

1. [***].
2. [***].
3. [***].
4. [***].
5. [***].
6. [***].
7. [***].
8. [***].
9. [***].
10. [***].
11. [***].
12. [***].
13. [***].
14. [***].
15. [***].
16. [***].
17. [***].
18. [***].
19. [***].
20. [***].
21. [***].
22. [***].
23. [***].
24. [***].

Schedule 2
Disclosure Schedule

25. [***].
26. [***].
27. [***].
28. [***].
29. [***].
30. [***].
31. [***].
32. [***].
33. [***].
34. [***].
35. [***].
36. [***].
37. [***].
38. [***].
39. [***].
40. [***].
41. [***].
42. [***].
43. [***].
44. [***].
45. [***].
46. [***].
47. [***].

Schedule 2
Disclosure Schedule

Section 6.1 – Pre-Closing Covenants.

[***].

Schedule 2
Disclosure Schedule

Annex A

Pioneering Medicines 02, Inc
Cap Table
As of January 31, 2026

		[***]			
		[***]			
[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]

Exhibit 10.18

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

Development and Manufacturing Services Agreement

between

Lonza Sales AG

and

Lonza AG

and

Generate Biomedicines Inc.

THIS DEVELOPMENT AND MANUFACTURING SERVICES AGREEMENT is made the 19th day of July 2022 ("Effective Date") BETWEEN

1. LONZA SALES AG, of Muenchensteinerstrasse 38, Ch-4002 Basel, Switzerland;

2. LONZA AG, of Muenchensteinerstrasse 38, Ch-4002 Basel, Switzerland; and

3. GENERATE BIOMEDICINES, INC. of 55 Cambridge Parkway, Suite 800E, Cambridge, MA 02142, USA ("**Customer**").

Lonza AG and Lonza Sales AG together or individually referred to as "**Lonza**" as applicable.

Recitals

WHEREAS, Customer is engaged in the development and research of certain products and requires assistance in the process development and manufacture of certain product(s);

WHEREAS, Lonza and its Affiliates have among other things expertise in the evaluation, process development and manufacture of biologic products;

WHEREAS, Customer wishes to engage Lonza for Services relating to the process development and manufacture of the Product as described in this Agreement; and

WHEREAS, Lonza, or its Affiliate, is prepared to perform such Services for Customer on the terms and subject to the conditions set out herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the parties intending to be legally bound, agree as follows:

1. Definitions and Interpretation

"Affiliate"	means any company, partnership or other entity which directly or indirectly Controls, is Controlled by or is under common Control with Lonza. "Control" means the ownership of more than fifty percent (50%) of the issued share capital or the legal power to direct or cause the direction of the general management and policies of the relevant Party. All references to "Affiliate" in this Agreement mean solely to those of Lonza.
"Agreement"	means this agreement incorporating all Appendices and Project Plans, as amended from time to time by written agreement of the Parties.
"Applicable Laws"	means all relevant U.S. and European Union federal, state and local laws, statutes, rules, and regulations, which are applicable to a Party's activities hereunder, including the applicable regulations and guidelines of any Regulatory Authority together with amendments thereto.
"Approval"	means the first marketing approval by the FDA or EMA of Product from the Facility for commercial supply.
"Assumptions"	shall have the meaning as set out in Clause 7.1C.

“Background Intellectual Property”	means any Intellectual Property either: (i) owned or controlled by a Party or any of its Affiliates prior to the Effective Date; or (ii) developed or acquired by a Party or any of its Affiliates independently from the performance of the Services hereunder during the Term of this Agreement. Lonza Information and the Manufacturing Process shall form part of, and be included in, Lonza’s Background Intellectual Property. Customer’s Background Intellectual Property shall exclude any Intellectual Property licensed (whether under this or any other agreement) to Customer by Lonza or any Affiliate of Lonza.
“Batch”	the Product derived from a single run of the Manufacturing Process.
“Batch Record”	means the executed version of a given Master Batch Record pertaining to a given Batch
“Binding Order”	means a binding order on the Parties made in accordance with Clause 6.1.
“Cancellation Fee”	has the meaning given in Clause 6.2.
“Capital Equipment”	means those certain pieces of new equipment described in the Project Plan which are to be acquired and paid for on terms to be agreed in accordance with this Agreement.
“Cell Bank”	means the Customer’s Cell Bank or cell stock of rodent and/or human cell line in accordance with the Project Plan.
“Cell Bank Storage”	means the storage of Customer’s Cell Bank in accordance with Clause 2.11 of this Agreement.
“Cell Line”	means the cell line, particulars of which are set out in the applicable Project Plan.
“Certificate of Analysis”	means a document prepared by Lonza listing tests performed by Lonza or approved External Laboratories, the Specification and test results.
“Certificate of Compliance”	means a document prepared by Lonza: (i) listing the manufacturing date, unique Batch number and concentration of Product in such Batch; and (ii) certifying that such Batch was manufactured in accordance with the Master Batch Record and cGMP, if applicable.
“cGMP”	means those laws and regulations applicable in [***] and any other countries the Parties may mutually agree upon in writing, relating to the manufacture of medicinal products for human use, including current good manufacturing practices as specified in the ICH guidelines, including ICH Q7A “ICH Good Manufacturing Practice Guide for Active Pharmaceutical Ingredients”, US Federal Food Drug and Cosmetic Act at 21CFR (Chapters 210, 211, 600 and 610) and the Guide to Good Manufacturing Practices for Medicinal Products as promulgated under European Directives 2001/83/EC and

	2003/94/EC. For the avoidance of doubt, Lonza's operational quality standards are defined in internal cGMP policy documents.
"cGMP Drug Product Batch"	means a Batch of Drug Product which is required under the Project Plan to be manufactured in accordance with cGMP.
"cGMP Drug Substance Batch"	means a Batch of Drug Substance which is required under the Project Plan to be manufactured in accordance with cGMP.
"Change"	means any change to the Services, pricing, Project Plan or scope of work incorporated into a written amendment to the Agreement in accordance with Clause 14.5 or effected in accordance with the Quality Agreement.
"Commencement Date"	means the date of removal of the vial of cells from frozen storage for the production of a Batch or, in the case of other Services, the date of commencement of such Services.
"Confidential Information"	means Customer Information and/or Lonza Information, as the context requires.
"Corruption Laws"	means all anti-bribery and anti-corruption laws and regulations in the US, UK and EU including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, and the Organization for Economic Co-operation and Development Convention on Combating Bribery and Foreign Public Officials in International Business Transactions.
"Customer Collaborator"	means the third party(ies) identified in the applicable Project Plan and/or Statement of Work with which Customer is collaborating and/or strategically partnering with respect to the development and manufacturing of the Product. For purposes of this Agreement, each Customer Collaborator will be considered a representative of Customer, and Customer hereby grants authority to Lonza to disclose directly to, and receive directly from, Customer Collaborator any Confidential Information and Customer Materials required under this Agreement and the applicable Project Plan and/or Statement of Work. Lonza will take direction from Customer Collaborator as if such direction was from Customer itself, provided that in the case of any conflict or ambiguity between any such instructions, Customer's instructions will take priority. As between the Parties, Customer is at all times fully liable and responsible for the acts and omissions of Customer Collaborator under this Agreement as if they were acts and omissions of Customer. For clarity, Customer Collaborators shall include Customer's third party auditors who conduct audits at the Facility, designated consultants and Customer's alliance partners for the project as specified in the corresponding Project Plan. For further clarity a Customer Collaborator may not enter into any Project Plan or Stage of Work under this Agreement. "Customer Information" means all technical and other information not known to Lonza and/or not publicly known relating to the Cell Line, and the Product, in each case from time to time supplied by the Customer or Customer Collaborator to Lonza. Customer

	Information shall exclude any Lonza Information provided (whether under this or any other agreement) to Customer or Customer Collaborator by Lonza or any Affiliate of Lonza.
"Customer Materials"	means any Raw Materials, components of Product, or other materials of any nature, in each case provided by Customer or the Customer Collaborator.
"Delivery"	shall have the meaning set out at Clause 7.1.
"Development Work"	means all activities other than the manufacture of Pilot Batches and cGMP Batches.
"Drug Product"	means the formulation of the Drug Substance in its final dosage form to be manufactured by Lonza under the terms of this Agreement.
"Drug Substance"	means the Product in bulk drug substance form.
"EMA"	means the European Medicines Agency, or any successor agency thereto.
"External Laboratories"	means any Third Party instructed by Lonza, with Customer's prior written consent, to conduct certain activities not customarily performed by Lonza which are required to complete the Services.
"Facility"	means: (i) in respect of development and manufacturing of Pilot Drug Substance Batches and/or cGMP Drug Substance Batches, Lonza's facility in [***]; (ii) in respect of Pilot Drug Product Batches and/or cGMP Drug Product Batches Lonza's facility specified in the respective Project Plan; or (iii) such other Lonza facility as may be agreed by the Parties.
"Failed Drug Product Batch"	shall have the meaning set out in Clause 7.4.3(a).
"Failed Drug Substance Batch"	shall have the meaning set out in Clause 7.5.3(a).
"FDA"	means the United States Food and Drug Administration, or any successor agency thereto.
"GDPR"	means the European Union General Data Privacy Regulations.
"GS"	means the glutamine synthetase expression system of which Lonza is the proprietor.
"GS License"	means a license granted by Lonza in respect of the use of GS.
"Handling Fee"	means (i) the procurement and handling fee of [***] and (ii) for the management and handling of activities performed by the External Laboratories, a fee of [***].

“Intellectual Property”	means: (i) inventions (whether or not patentable), patents, trade secrets, copyrights, trademarks, trade names and domain names, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered; (ii) all applications (or rights to apply) for, and renewals or extensions of, any of the rights described in the foregoing sub-clause (i); and (iii) all rights and applications that are similar or equivalent to the rights and application described in the foregoing sub-clauses (i) and (ii), which exist now, or which come to exist in the future, in any part of the world.
“International Trade Restrictions”	means all applicable [***] export control, trade, and financial sanctions laws, rules, and regulations.
“Late Release”	shall have the meaning set out in Clause 7.1A.2;
“Lonza Information”	means all information that is proprietary to Lonza or any Affiliate of Lonza and that is maintained in confidence by Lonza or any Affiliate of Lonza and that is disclosed by Lonza or any Affiliate of Lonza to Customer under or in connection with this Agreement, including any and all Lonza know-how and trade secrets and Lonza Background Intellectual Property and Lonza Operating Documents.
“Lonza Operating Documents”	means [***].
“Lonza Responsibility”	means a failure solely due to Lonza’s negligence, intentional misconduct, or material breach of its obligations hereunder. Lonza Responsibility shall not include any failure due to a biological reason.
“Manufacturing Process”	means the production process for the manufacture of Product as such process may be improved or modified from time to time by agreement of the Parties in writing for clarity, the Manufacturing Process shall be Lonza’s Background Intellectual Property.
“Master Batch Record”	means the document which defines the manufacturing methods, test methods and other procedures, directions and controls associated with the manufacture and testing of Product.
“New Customer Intellectual Property”	has the meaning given in Clause 10.2.
“New Lonza Intellectual Property”	has the meaning given in Clause 10.3.
“Party”	means each of Lonza and Customer and, together, the “Parties”.
“Pilot Drug Product Batch”	means a Batch of Drug Product which is designated as a pilot Batch and which shall not comply with cGMP and is not required to meet the Specification.

“Pilot Drug Substance Batch”	means a Batch of Drug Substance which is designated as a pilot Batch and which shall not comply with cGMP and is not required to meet the Specification.
“Price”	means the price for the Batches (including [***]), Services and Products as set out in the applicable Project Plan (the Price excludes [***]).
“Product”	means the Product identified in the applicable Project Plan.
“Project Plan”	means the plan describing the Services to be performed by Lonza under this Agreement, including any update and amendment of the Project Plan to which the Parties may agree from time to time. The Project Plan are incorporated into and shall be an integral part of this Agreement.
“Quality Agreement”	means the quality agreement, attached hereto as Appendix B, setting out the responsibilities of the Parties in relation to quality as required for compliance with cGMP. The Quality Agreement is incorporated into and shall be an integral part of this Agreement.
“Raw Materials”	means all ingredients, solvents, primary packaging materials, filter, single-use liquid-paths and other components of the Product required to perform the Manufacturing Process or Services set forth in the bill of materials detailing the same [***].
“Regulatory Authority”	means the FDA, EMA and any other similar regulatory authorities as may be agreed upon in writing by the Parties.
“Release”	has the meaning given in Clause 7.1.
“Resin”	means [***].
“Services”	means all or any part of the services to be performed by Lonza (including, process and analytical method transfer, process development, process optimization, validation, clinical and commercial manufacturing of Batches, as well as quality control and quality assurance activities) under this Agreement, particulars of which are set out in the Project Plan.
“Services Data”	means any and all data obtained by Lonza or any Affiliate, contractor or External Laboratories of Lonza in the course of performing the Services.
“Specifications”	means the specifications of the Product as specified in the applicable Project Plan or as otherwise agreed in writing between the Parties (which shall take into account FDA and EMA requirements), which may be agreed and amended from time to time in accordance with this Agreement.
“Specification (Drug Product)”	means the specification of the Drug Product with regard to [***] or as otherwise agreed in the applicable Project Plan or as otherwise agreed in writing between the Parties.

"Stage of Work"	means the individual stages of the Services as set out in the Project Plan.
"Storage Requirements"	means the Cell Bank storage requirements as set out in the Project Plan or as otherwise agreed in writing between the Parties.
"Subcontractors "	means any Third Party selected and approved by Lonza which Lonza instructs to perform any part of the Service which Lonza customarily offers to customers.
"Target Date"	shall have the meaning set out in Clause 7.1A.1.
"Term"	has the meaning given in Clause 14.1.
"Third Party"	means any party other than Customer, Lonza and Lonza's Affiliates.
"Yield Shortfall"	shall have the meaning set out in Clause 7.1B.2.
"7.1AB Product"	means a Product, as specified in the applicable Project Plan, to which Clauses 7.1A and 7.1B shall apply.
"7.1A Target Batch"	shall have the meaning set out in Clause 7.1A.1.
"7.1B Target Batch"	shall have the meaning set out in Clause 7.1B.2.

In this Agreement references to the Parties are to the Parties to this Agreement, headings are used for convenience only and do not affect its interpretation, references to a statutory provision include references to the statutory provision as modified or re-enacted or both from time to time and to any subordinate legislation made under the statutory provision, references to the singular include the plural and vice versa, and references to the word "including" are to be construed without limitation.

2. Performance of Services

2.1 Lonza AG, Lonza Sales AG, and Affiliates.

2.1.1 Lonza AG shall be independently accountable for the performance of the Services under this Agreement performed or to be performed by Lonza in Switzerland and such performance shall be subject to the terms of this Agreement. Lonza Sales AG shall have no responsibility with respect to the performance of said Services and Lonza AG shall under no circumstance be deemed a subcontractor of Lonza Sales AG.

2.1.2 Lonza Sales AG shall be independently accountable for the performance of the Services under this Agreement performed or to be performed by Lonza outside of Switzerland and such performance shall be subject to the terms of this Agreement. Lonza AG shall have no responsibility with respect to the performance of Services by Lonza Sales AG and Lonza Sales AG shall under no circumstance be deemed a subcontractor of Lonza AG.

2.1.3 Lonza AG, Lonza Sales AG, or any of their respective Affiliates may execute a Project Plan or Statement of Work with Customer pursuant to this Agreement and submit invoices to Customer under such Project Plan or Statement of Work. In such circumstances all references in this Agreement to Lonza shall be deemed to be applicable to the relevant Affiliate of Lonza with respect to that particular Project Plan or Statement of Work. Such

Affiliate shall be entitled to enforce this Agreement with respect to such Project Plan or Statement of Work in its own name as an intended third party beneficiary and the Affiliate shall be solely liable to Customer (under the terms of this Agreement) for any obligations and liabilities undertaken pursuant to such Project Plan or Statement of Work.

2.2 Customer hereby retains Lonza to perform the Services set out in the Project Plan. Subject to the provisions of Clause 2, Lonza shall itself and through its Affiliates, diligently carry out the Services set out in the Project Plan and use commercially reasonable efforts to perform the Services without any material defect and according to the estimated timelines set out in the Project Plan. Owing to the unpredictable nature of the biological processes involved in the Services, the timescales set down for the performance of the Services are estimated only subject to the provisions of Clause 7.1A in relation to a 7.1A Target Batch for a 7.1AB Product. Lonza shall retain appropriately qualified and trained personnel with the requisite knowledge and experience to perform the Services in accordance with this Agreement.

2.3 Subcontracting and External Laboratories. Lonza may subcontract or delegate any of its rights or obligations under this Agreement to perform the Services and Lonza shall be responsible for the acts and omissions of its Subcontractors. Lonza may engage an External Laboratory to provide some of the Services and Lonza shall be responsible for the acts and omissions of such External Laboratories chosen or nominated by Lonza. Lonza shall not be responsible for services performed by, nor for any acts and/or omissions whatsoever of, any Subcontractors or External Laboratories chosen or nominated by Customer.

2.4 Supply of Customer Information and Customer Materials. If Customer (or Customer Collaborator) is providing Customer Background Intellectual Property, Customer Information, Customer Materials, the Cell Line, and/or other information or materials that may be reasonably required to be provided by or on behalf of Customer to Lonza and/or its Affiliates for Lonza and/or its Affiliates to perform the Services to Lonza, the Parties agree that they shall work together to transfer (as described in the Project Plan) the Customer Background Intellectual Property, Customer Information, Customer Materials, the Cell Line, and/or other information or materials that may be reasonably required to be provided by or on behalf of Customer or a Customer Collaborator to Lonza and/or its Affiliates or Lonza and/or its Affiliates to perform the Services to the Facility, including implementing the technology transfer plan set out in the Project Plan. Customer shall fully support such technology transfer in good faith through appropriate personnel as reasonably requested by Lonza and Lonza shall fully support such technology transfer in good faith, through appropriately trained personnel. Customer or Customer Collaborator shall (by such date as agreed between the Parties) supply to Lonza all such relevant Customer Background Intellectual Property, Customer Information, Customer Materials, the Cell Line, and/or other information or materials that may be reasonably required to be provided by or on behalf of Customer or a Customer Collaborator to Lonza and/or its Affiliates for Lonza and/or its Affiliates to perform the Services. Lonza shall not be responsible for any delays arising out of Customer's failure to provide such Customer Background Intellectual Property, Customer Information, Customer Materials, the Cell Line, and/or other information and/or materials reasonably required to be provided by or on behalf of Customer or a Customer Collaborator for Lonza to perform and/or its Affiliates the Services, and this shall be deemed a cancellation and [***].

2.5 Pilot Drug Substance Batches and Pilot Drug Product Batches. Lonza shall manufacture, or procure the manufacture of, the Pilot Drug Substance Batch(es) and the Pilot Drug Product Batch(es) in accordance with the Project Plan, but shall have no obligation to meet Specifications or Specification (Drug Product) or comply with cGMP in relation to the Pilot Drug Substance Batch(es) or the Pilot Drug Product Batch(es) (and Lonza makes no warranty in this regard). Lonza shall use reasonable endeavours to seek to achieve the agreed development targets as set out in the applicable Project Plan (but Lonza makes no warranty nor shall Lonza have any obligation to achieve such targets in which case, Lonza and Customer will meet and use reasonable endeavours to find resolution for subsequent project steps in good faith). Customer shall have the right to make whatever use of the Pilot Drug Substance Batch(es) and the Pilot Drug Product Batch(es) as it shall

determine, provided that Customer pays Lonza for such Pilot Drug Substance Batch(es) and Pilot Drug Product Batch(es), and such use is not for human use and does not violate any laws. Unless Lonza and Customer agree otherwise, all Pilot Drug Substance Batches and Pilot Drug Product Batches shall be shipped to Customer.

2.6 Prior to commencement of cGMP manufacturing pursuant to Clause 2.7, Lonza shall, if the timelines reasonably permit, review the process assumptions. If there is a material difference in the process assumptions as compared with the results demonstrated during the manufacture of the applicable Pilot Drug Substance Batch(es) or Pilot Drug Product Batch(es), the Parties shall meet to discuss in good faith the consequences and potential opportunities for the mitigation of such material differences.

2.7 cGMP Drug Substance Batches and cGMP Drug Product Batches. Lonza will, in accordance with the terms of this Agreement and the Quality Agreement:

2.7.1 Manufacture and Release to Customer cGMP Drug Substance Batches in accordance with cGMP and which meet the applicable Specifications, together with a Certificate of Analysis;

2.7.2 Manufacture cGMP Drug Product Batches in accordance with cGMP and which meet the Specifications (Drug Product), and shall Release the cGMP Drug Product Batches together with a Certificate of Analysis if such cGMP Drug Product Batch meets the applicable Specifications (provided that Lonza's liability for such cGMP Drug Product shall be as set out in Clause 2.7.2 below);

Provided that, in each case (clause 2.7.1 and 2.7.2), while Lonza shall use reasonable commercial endeavours to meet the Specifications and Specification (Drug Product) and shall not charge the Customer for: (i) any cGMP Drug Substance Batches failing to meet Specification; or (ii) any cGMP Drug Product Batch failing to meet the Specification (Drug Product); in each case due to Lonza's negligence or failure to use commercially reasonable endeavours (for clarity if a cGMP Drug Product Batch meets the Specifications (Drug Product) but no other applicable Specifications then Customer shall be required to pay for such cGMP Drug Product Batch notwithstanding the fact that it only met the Specification (Drug Product) and not any other Specifications), Lonza shall not be responsible for any failure to meet the Specifications and the Specification (Drug Product) in respect of, and Customer shall pay for: [***].

However, Lonza shall comply with its performance obligations set out in Clause 2.2 and shall in relation to all cGMP Batches of Product be responsible for meeting such Specifications as may be agreed in writing prior to commencement of the Services in respect of the following:

(a) For cGMP Drug Substance Batches: [***].

(b) For cGMP Drug Product Batches: Specification (Drug Product).

2.7A Lonza shall not have any obligation to comply with cGMP nor achieve any Specifications with regard to the Development Work or any other non-manufacturing services. Lonza shall use reasonable endeavours to seek to achieve the agreed development targets as set out in the applicable Project Plan or as otherwise agreed in writing (but Lonza makes no warranty nor shall Lonza have any obligation to achieve such targets in which case, Lonza and Customer will meet and use reasonable endeavours to find resolution for subsequent project steps in good faith).

2.7B Prior to Customer's submission of any information to the Regulatory Authority related directly to Lonza or the Services provided under this Agreement (including information related to a Regulatory Authority's request for additional information or an inspection, and Customer's answer or other response thereto), Customer, itself or through Customer Collaborator, shall provide to Lonza, for Lonza's review, copies thereof, redacted as necessary to protect Third Party confidential information.

2.8 Raw Materials. Lonza shall procure all required Raw Materials as well as consumables other than those Raw Materials that are Customer Materials. Customer shall be responsible for payment for all consumables and Raw Materials (together with the Handling Fee). Lonza shall use reasonable endeavours to procure: (i) [***]; and (ii) [***]; but, in each case ((i) and (ii)) makes no warranty that it shall be able to do so.

2.9 Promptly following the Effective Date the Customer or Customer Collaborator shall supply to Lonza the Customer Information, together with full details of any hazards relating to the Cell Line supplied by (or on behalf of) the Customer or Customer Collaborator, and the Customer Materials, their storage and use. On review and approval by Lonza's safety committee of this Customer Information and hazards information, the Cell Line (if applicable), the Customer Materials, Customer Background Intellectual Property, and any other necessary Intellectual Property shall be provided to Lonza (or, as the case may be, rights thereto shall be secured by Customer and conveyed to Lonza) at Lonza's request.

2.10 GS Licence. Where the Cell Line uses GS, the Customer acknowledges that it will require a GS Licence from Lonza prior to receipt of the Product or in vivo clinical studies or any other commercial use or sale of the Product.

2.11 Cell Bank Storage.

2.11.1 Cell Bank Storage shall commence at a time agreed between the Parties and shall continue, unless otherwise terminated in accordance with Clause 2.11.5, for [***] years (the "Initial Storage Term"). Thereafter, if Customer wishes Lonza to continue Cell Bank Storage, the Parties shall enter into a separate agreement. Lonza shall store the Cell Bank in accordance with the Storage Requirements and Lonza shall not transfer the Cell Bank to a Third Party (other than an Affiliate of Lonza) without Customer's prior written consent. Lonza reserves the right to perform testing of the Cell Bank which Lonza requires for QA, regulatory or safety purposes and use reasonable endeavours to notify the Customer of such testing and results.

2.11.2 Cell Banks stored at Lonza shall at all times remain Customer's property (subject always to the terms of any other agreements or licenses with Lonza, and subject to any Third Party Intellectual Property rights), save that the Cell Bank shall be subject to a lien in respect of any sums owed under any agreement by Customer to Lonza.

2.11.3 Notwithstanding any other provisions of this Agreement, the price of Cell Bank Storage is calculated and shall be payable on a [***] basis. Payment shall be made before Cell Bank Storage commences, and thereafter, [***] prior to each anniversary of such commencement. Customer shall not be entitled to any refund in respect of any partial use of Cell Bank Storage. The initial price for Cell Bank Storage is set out in the Project Plan and shall be subject to review in accordance with Clause 8.8. If Customer does not pay for Cell Bank Storage by the due date, Lonza shall not be obliged to continue the Cell Bank Storage and Customer shall be required within [***] of Lonza's written notice to arrange collection and shipping of the Cell Bank.

2.11.4 Lonza shall use reasonable endeavours to protect the Cell Bank from destruction, theft or loss during Cell Bank Storage. Notwithstanding any other provision of this Agreement, risk of loss or damage to the Cell Bank shall remain with Customer at all times. Notwithstanding Clause 12.5, the total aggregate liability of Lonza and its Affiliates for all claims (whether in contract, tort, negligence, breach of statutory duty, under indemnity, for any strict liability or otherwise) in connection with or arising out of Cell Bank Storage shall not exceed in the aggregate an amount equal to [***], provided that in the event that a Cell Bank which was being stored at two (2) Lonza locations pursuant to Clause 2.11 is lost or damaged at both such Lonza locations, then Lonza shall replace such Cell Bank (including cell bank characterization, cell line stability and comparability) at its cost (but Lonza and its Affiliates shall not have any other liability arising from any such loss or damage).

2.11.5 Either Party may terminate the Cell Bank Storage on giving [***] prior written notice to the other. Customer shall not be entitled to any refunds in respect of any unused element of Cell Bank Storage.

2.11.6 Upon termination of this Agreement or termination of the Cell Bank Storage pursuant to Clause 2.11.5 above and, in either case, upon payment of all sums due to Lonza, Customer shall either arrange for collection of the Cell Bank or instruct Lonza to destroy it. If the Customer has not collected the Cell Bank within [***] from the date of termination of this Agreement or termination of the Cell Bank Storage, Lonza shall upon giving Customer a further [***]written notice, arrange for the Cell Bank to be destroyed, in which case Customer shall pay Lonza the costs of such destruction.

3. Project Management

3.1 Project Plans. As at the date of this Agreement, the initial Project Plans is set out in Appendix A-1 and A-2. Each Project Plan shall include a description of the Services to be provided, the Product to be manufactured, a schedule for completion of the Project Plan, pricing details, and such other information as is necessary for the relevant Services. In the event of a conflict between the terms of a Project Plan and the terms of this Agreement, the terms of this Agreement will govern. If the Parties agree any additional work to be added to the Project Plan under and subject to this Agreement ("Additional Work") it shall be subject to price and terms to be agreed. Once the Additional Work has been added, the pricing for such Additional Work shall be subject to review in accordance with the provisions of Clause 8.8. If Customer wishes Lonza to perform a new project it shall notify Lonza and Lonza shall decide whether or not it is able to accept such new project. If Lonza has capacity for, and is willing to accept such new project the Parties shall negotiate a new Project Plan (which shall be subject to the terms of this Agreement and attached hereto as an Appendix) for such project, Lonza shall not be obligated to perform any Services on any additional project unless and until a new Project Plan is agreed and signed by the Parties.

3.2 Project Management. With respect to each Project Plan, each party will appoint a project manager who will be responsible for overseeing the Project Plan.

3.3 Person in Plant. Customer shall be permitted to have, [***] representative of either Customer or [***] representative of Customer Collaborator at the Facility as reasonably requested by Customer, at any time during the Manufacturing Process for the purpose of observing, reporting on, and consulting as to the performance of the Services as may be approved in writing in advance by Lonza. In specific instances, as agreed by Lonza, the Customer or Customer Collaborator may have a maximum of [***] representatives (in total) at the Facility provided that no more than [***] representative may be inside the cGMP manufacturing area at any given time. Such representative shall be subject to and agree to abide by confidentiality obligations and Lonza's customary practices, operating procedures and security procedures regarding persons in plant, and such employee agrees to comply with all instructions of Lonza's employees at the Facility. such representative(s) working at the Facility shall be and remain employees of Customer or Customer Collaborator, as applicable, and, as between the Parties, Customer shall be solely responsible for

the payment of compensation for such Customer employee (including applicable federal, state and local withholding, and other payroll taxes, workers' compensation insurance, health insurance, and other similar statutory and fringe benefits). Customer, on behalf of itself and Customer Collaborator, covenants and agrees to maintain workers' compensation benefits and employers' liability insurance as required by applicable laws with respect to all Customer and Customer Collaborator's employees working at the Facility.

4. Quality

4.1 Responsibility for quality assurance and quality control of Product shall be allocated between Customer and Lonza as set forth in the Quality Agreement and in Lonza's standard operating procedures. If there is a conflict between the terms and conditions of this Agreement and the Quality Agreement, the terms and conditions of this Agreement shall prevail. If the Quality Agreement is not in place at the Effective Date, Lonza and Customer commit to enter into the Quality Agreement in a timely manner, but in no event later than the commencement of cGMP activities.

4.2 Provisions regarding inspections by Regulatory Authorities and audits shall be set out in the Quality Agreement. If there are any conflicts between the Quality Agreement and this Agreement, the provisions of this Agreement shall govern and control, with the exception that the Quality Agreement shall control for matters directly relating to the quality and disposition of the Product.

4.3 Records. Lonza will maintain accurate records for the production of the Product, as required by Applicable Laws. Lonza will retain possession of the Master Batch Record and Batch Records and Lonza Operating Documents and will make copies of the Master Batch Record and Batch Records available to Customer (in each case excluding any Lonza Information and Lonza Background Intellectual Property). Lonza Operating Documents will remain Lonza Information. Lonza will make Lonza Operating Documents available during site visits and audits by Customer or Customer's Collaborator but Customer or Customer's Collaborator will not be permitted to make copies of and/or remove Lonza Operating Documents from the Lonza site. In connection with a filing for Regulatory Approval of the Product, Lonza will provide the Lonza Operating Documents and any Lonza Information directly to the Regulatory Authority.

5. Insurance

Each Party shall for itself and all of its applicable Affiliates, during the Term and for [***] after Release of the last Product manufactured, or Services provided, under this Agreement, obtain and maintain at its own cost and expense from a qualified insurance company, comprehensive general liability insurance in the amount of at least [***] US Dollars (or the equivalent in another currency) per claim made and in the annual aggregate. In addition, Customer shall prior to commencement of a human clinical trial using materials that are the subject of this Agreement and for [***] after Release of the last Product manufactured, or Services provided, under this Agreement, obtain and maintain at its own cost and expense from a qualified insurance company, product liability coverage in the amount of at least [***] US Dollars per claim made and in the annual aggregate. Each Party shall provide the respective other Party with a certificate of such insurance upon reasonable request.

6. Ordering and Cancellation

6.1 Binding Commitment. The Parties' binding commitment in respect of the Services is set out in a Project Plan and this shall be regarded as a Binding Order. Any additional or inconsistent terms or conditions of any Customer purchase order, acknowledgement and/or similar standardised form given and/or received pursuant to this Agreement shall have no effect and such terms and conditions are hereby rejected.

6.2 Cancellation. If Customer wishes to cancel any Stage of Work, then it shall notify Lonza in writing and Customer shall be liable to pay a cancellation fee (a "Cancellation Fee") as follows:

6.2.1 Development Work: If Customer provides written notice of cancellation of any Development Work Customer shall pay for any of the cancelled Development Work Lonza performed prior to the date of notification of cancellation and incurred Raw Material (including Handling Fees) and external costs and Customer shall pay for such cancelled Development Work which would (were it not for the cancellation) have been performed during the period of [***] following such cancellation notification.

6.2.2 Pilot Drug Substance Batch(es) / Pilot Drug Product Batch(es): If Customer provides written notice of cancellation of any Pilot Drug Substance Batch and/or any Pilot Drug Product Batch less than or equal to [***] prior to the Commencement Date of such Pilot Drug Substance Batch or Pilot Drug Product Batch or at any time after, then a Cancellation Fee of [***] of the Price of each such Pilot Drug Substance Batch(es) and [***] of the Price of each such Pilot Drug Product Batch(es) cancelled is payable.

6.2.3 cGMP Drug Substance Batches: If Customer provides written notice of cancellation of any cGMP Drug Substance Batch of Product:

(a) less than or equal to [***] prior to the Commencement Date of such cGMP Drug Substance Batch or at any time after, then a Cancellation Fee of [***] is payable;

(b) more than [***] but less than or equal to [***] prior to the Commencement Date of one or more such cGMP Drug Substance Batches, then a Cancellation Fee of [***] is payable.

6.2.4 cGMP Drug Product Batches: If Customer provides written notice of cancellation of any cGMP Drug Product Batch to Lonza:

(a) less than or equal to [***] prior to the Commencement Date of one or more such cGMP Drug Product Batch or at any time after, then a Cancellation Fee of [***] is payable;

(b) more than [***] but less than or equal to [***] prior to the Commencement Date of one or more such cGMP Drug Product Batches, then a Cancellation Fee of [***] is payable.

6.2.5 Mitigation of Batch Cancellation. Following the cancellation of a Batch pursuant to Clauses 6.2.2, 6.2.3 or 6.2.4, Lonza will use commercially reasonable efforts to secure a replacement batch for a new project (but excluding any batch and/or project then under contract with Lonza) for the cGMP manufacturing capacity, and for the same dates and duration that would have been occupied by the cancelled Batch. If Lonza is successful in securing such a replacement batch, the applicable Cancellation Fee for the cancelled Batch may be reduced accordingly by an amount equal to [***] but in no event shall such reduction exceed the Price of the cancelled Batch.

6.2.6 Payment of Cancellation Fees. Cancellation Fees and the amounts payable pursuant to Clause 6.2.7 shall be payable following Lonza's efforts to mitigate subject to Clause 6.2.5, but in any event no later than [***] following the applicable written notice of cancellation.

6.2.7 Additional Costs. In addition to any Cancellation Fee, Customer shall pay for [***].

7. Delivery and Acceptance

7.1 Delivery. All Product shall be delivered FCA (as defined by Incoterms® 2020) the Facility ("Delivery"). Lonza shall deliver to Customer the Certificate of Analysis and such other documentation as is reasonably required to meet all applicable regulatory requirements of the Regulatory Authorities (the "Release") not later than the date of Delivery of Batches. With respect to any Customer Materials, title and risk of loss shall remain with the Customer and shall not transfer to Lonza. With respect to Product, title and risk of loss shall transfer to Customer upon Release in accordance with this provision. Risk of loss to Product during shipping between Lonza Facilities shall be Lonza's.

7.1A Time for Delivery.

This Clause 7.1A shall at all times be subject to Clause 7.1C and shall only apply to the 7.1A Target Batch of 7.1AB Products.

7.1A.1 Provided that: (i) the Assumptions are met under Clause 7.1C; and (ii) Customer provides all Customer Information and all of the items referred to in Clause 2.4; and (iii) all of the Assumptions (as defined in Clause 7.1C) in the applicable Project Plan are fully correct; Lonza shall perform Release of the first cGMP Drug Product Batch (the "7.1A Target Batch") of a 7.1AB Product to be manufactured under the applicable Project Plan not later than the date as set out in the applicable Project Plan for such cGMP Drug Product Batch (the "Target Date").

7.1A.2 In the event Lonza is unable to deliver the 7.1A Target Batch on or before the Target Date due to an event within Lonza's reasonable control (a "Late Release"), Customer will receive a credit from Lonza for the Late Release. The credit will be [***] for each full period of [***] of Late Release up to a maximum aggregate credit of [***].

7.1A.3 Subject to the second sentence of this Clause 7.1A.3, the credit is the sole remedy for a Late Release of such 7.1A Target Batch under this Agreement and all other rights and remedies available against delay are hereby expressly excluded.

7.1A.4 A Late Release will not be a material breach of this Agreement by Lonza for the purposes of Clause 14.2.2. For clarity, a Late Release will not include any: (i) delay in shipment caused by events outside of Lonza's reasonable control, such as an event of Force Majeure; (ii) delay in the obtaining or delivery of Raw Materials caused by events outside of Lonza's reasonable control, such as an event of Force Majeure; (iii) delay in the obtaining or delivery of Customer Materials; (iv) delay in receipt of, or non-conforming, Customer Materials; or (v) delay in the supply by Customer of any Customer Information and/or any of the items referred to in Clause 2.4. With respect of any other Batches, the provisions of this Clause 7.1A (including the credit mechanism) shall not apply.

7.1A.5 The Parties agree that: (i) in the event that such 7.1A Target Batch will be delayed due Lonza's inability to obtain Raw Materials and Resins from suppliers due to reasons beyond Lonza's reasonable control despite utilizing reasonable endeavours by Lonza; and/or (ii) any technical or scientific issues in any of the Stages of Work preceding the manufacture of the 7.1A Target Batch which Lonza experiences which were not anticipated; then Customer shall not be eligible to receive the credit referred to in this Clause for any resulting delays.

7.1B Target Batch Yield.

This Clause 7.1B shall at all times be subject to Clause 7.1C and shall only apply to the 7.1B Target Batch of 7.1AB Products.

7.1B.1 Provided that: (i) the Assumptions are met under Clause 7.1C; and (ii) Customer provides all Customer Information and all of the items referred to in Clause 2.4; and (iii) all of the Assumptions (as defined in Clause 7.1C) in the applicable Project Plan are fully correct; then Lonza shall use reasonable efforts to ensure that the yield of the first cGMP Drug Substance Batch of a 7.1AB Product (the "7.1B Target Batch") is not less than [***].

7.1B.2 In the event that the yield of the 7.1B Target Batch is below [***] per Target Batch, Lonza shall issue Customer a credit as set out below:

(a) for a yield of between [***] for the 7.1B Target Batch to [***]: [***];

(b) for a yield of less than [***] for the 7.1B Target Batch: [***];

(Such titre shortfall being a "Yield Shortfall").

7.1B.3 The credits set forth in Clause 7.1B are the sole remedy to the Customer for a Yield Shortfall and shall apply only in respect of the 7.1B Target Batch and all other rights and remedies available against a Yield Shortfall are hereby expressly excluded. This Clause 7.1B shall at all times be subject to Clause 2.7.

7.1B.4 A Yield Shortfall will not be a material breach of this Agreement by Lonza for the purposes of Clause 14.2.2. With respect of any other Batches, the provisions of this Clause (including the credit mechanism) shall not apply.

7.1B.5 The Parties agree that in the event that of a Yield Shortfall due to reasons beyond Lonza's reasonable control and/or any technical or scientific issues in any of the Stages of Work preceding the manufacture of the 7.1B Target Batch which Lonza experiences which were not anticipated; then the Parties shall discuss and use reasonable efforts to agree an appropriate solution and Customer shall not be eligible to receive the credit referred to in this Clause for any resulting Yield Shortfall.

7.1C Assumptions for Clauses 7.1A and 7.1B.

Prior to commencement of a Project Plan for a 7.1AB Product the Customer will demonstrate in writing (or at a technical meeting) to the reasonable satisfaction of Lonza that it is able to meet all of the criteria for the applicable Project Plan as set out in the Assumptions section of the Project Plan (the "Assumptions"). For clarity, the provisions of Clauses 7.1A and 7.1B shall not apply if Customer is unable to demonstrate in writing to the reasonable satisfaction of Lonza that it is able to meet all of the criteria for the applicable Project Plan as set out in the Assumptions section of the applicable Project Plan.

7.2 If requested in writing by Customer, Lonza will (acting as agent of Customer for such purpose) arrange the transportation of Product from Lonza's premises to the destination indicated by Customer under agreed shipping and handling conditions together with insurance cover for Product in transit at its invoiced value. All additional costs and expenses of whatever nature incurred by Lonza in arranging such transportation and insurance shall be charged to Customer in addition to the Price. Transportation of Product shall be at the sole risk of Customer who shall be deemed to have full knowledge of the carrier's terms and conditions of carriage. Customer shall, as appropriate, observe, perform and be subject to the carriage terms in relation to the transportation of the Product. Where Lonza has made arrangements for the transportation of Product, Customer

shall diligently examine the Product as soon as practicable after receipt. Notice of all claims (time being of the essence) arising out of: (a) visible damage to or total or partial loss of Product in transit shall be given in writing to Lonza and the carrier within [***] of receipt by Customer; or (b) non-Delivery shall be given in writing to Lonza within [***] after the date of the despatch notice. Customer shall make damaged Product and associated packaging materials available for inspection and shall comply with the requirements of any insurance policy covering the Product notified by Lonza to Customer.

7.3 Storage. Customer shall arrange for shipment and take delivery of such Batch from the Facility, at Customer's expense, within [***]after issue of the invoice under Clause 8 or pay the storage costs set out in the applicable Project Plan. Lonza shall provide storage on a bill and hold basis for such Batch(es) at no charge for up to [***]; provided that any additional storage beyond [***] will be subject to availability and, if available, will be charged to Customer and will be subject to a separate agreement. In addition to Clause 8.3, Customer shall be responsible for all value added tax (VAT) and any other applicable taxes, levies, import, duties and fees of whatever nature imposed as a result of any storage. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Lonza be required to store any Batch for more than [***] after issue of the invoice under clause 8. Within [***] following a written request from Lonza, Customer shall provide Lonza with a letter in form satisfactory to Lonza confirming the bill and hold status of each stored Batch.

7.4 Acceptance/Rejection of cGMP Drug Substance Batches.

7.4.1 Promptly following Release of cGMP Drug Substance Batch(es) (whether or not the cGMP Drug Substance Batch was actually shipped to Customer or was stored at Lonza or shipped to another Lonza Facility for manufacture of the cGMP Drug Product Batch), which was required pursuant to the terms of this Agreement to meet Specifications, Customer shall inspect such cGMP Drug Substance Batch(es) and shall have the right to test any such cGMP Drug Substance Batches to determine compliance with the Specifications. Customer shall notify Lonza in writing of any rejection of a cGMP Drug Substance Batch (which was required to meet the Specifications) based on any claim that it fails to meet Specifications within [***] of Release, after which time all unrejected cGMP Drug Substance Batches shall be deemed accepted.

7.4.2 If Lonza believes that a cGMP Drug Substance Batch, which was required by the terms of this Agreement to meet Specifications, has been incorrectly rejected, Lonza may require that Customer provides samples to Lonza for testing. Lonza may retain and test such samples. If there is a discrepancy between Customer's and Lonza's test results such that Lonza's test results fall within the relevant Specifications, or there exists a dispute between the Parties over the extent to which such failure is attributable to a given Party, the Parties shall appoint an independent laboratory promptly to review records, test data and perform comparative tests and/or analyses on samples of the cGMP Drug Substance Batch that allegedly fails to conform to Specifications. Such independent laboratory shall be mutually agreed upon by the Parties. The independent laboratory's results shall be in writing and shall be final and binding save for manifest error. Unless otherwise agreed to by the Parties in writing, the costs associated with such testing and review shall be borne by the Party against whom the independent laboratory rules.

7.4.3 If it is determined (by the Parties or the independent laboratory) that a rejected cGMP Drug Substance Batch (where such cGMP Drug Substance Batch, was required pursuant to the terms of this Agreement to have been compliant with cGMP and/or met the Specifications) failed to conform with the Specifications (such Batch being a "Failed Drug Substance Batch"), then to the extent this was solely a Lonza Responsibility, Lonza shall either:

(i) refund Customer the amount paid by Customer in respect of such Failed Drug Substance Batch and associated Raw Materials, to the extent paid by Customer; or

(ii) schedule a replacement cGMP Drug Substance Batch to be manufactured (the timing of which shall be subject always to available capacity in the Facility), and Customer shall pay for such replacement cGMP Drug Substance Batch and Raw Materials and Resins used therein (and any money it paid towards the Failed Drug Substance Batch and associated Raw Materials and Resins shall be credited to the Price of such replacement cGMP Drug Substance Batch).

7.5 Acceptance/Rejection of cGMP Drug Product Batches.

7.5.1 Promptly following Delivery of cGMP Drug Product Batch(es) (whether or not the cGMP Drug Product Batch was actually shipped to Customer or was stored at Lonza), which was required pursuant to the terms of this Agreement to meet Specification (Drug Product) Customer shall inspect such cGMP Drug Product Batch(es) and shall have the right to test any such cGMP Drug Product Batches to determine compliance with the Specification (Drug Product). Customer shall notify Lonza in writing of any rejection of a cGMP Drug Product Batch which was required pursuant to the terms of this Agreement to meet Specification (Drug Product) based on any claim that it fails to meet Specification (Drug Product) within [***] of Release Delivery, after which time all unrejected cGMP Drug Product Batches shall be deemed accepted. Customer may not reject any cGMP Drug Product Batch on the grounds that it fails any Specifications other than Specification (Drug Product), and Customer must pay for all such cGMP Drug Product Batches, provided that they meet the Specification (Drug Product).

7.5.2 If Lonza believes that a cGMP Drug Product Batch which was required pursuant to the terms of this Agreement to meet Specification (Drug Product) has been incorrectly rejected, Lonza may require that Customer provides samples to Lonza for testing. Lonza may retain and test such samples. If there is a discrepancy between Customer's and Lonza's test results such that Lonza's test results show that the cGMP Drug Product Batch meet the relevant Specification (Drug Product), or there exists a dispute between the Parties over the extent to which such failure is attributable to a given Party the Parties shall appoint an independent laboratory promptly to review records, test data and perform comparative tests and/or analyses on samples of the cGMP Drug Product Batch that allegedly fails to conform to Specification (Drug Product). Such independent laboratory shall be mutually agreed upon by the Parties. The independent laboratory's results shall be in writing and shall be final and binding save for manifest error. Unless otherwise agreed to by the Parties in writing, the costs associated with such testing and review shall be borne by the Party against whom the independent laboratory rules.

7.5.3 If it is determined (by the Parties or the independent laboratory) that a rejected cGMP Drug Product Batch (where such cGMP Drug Product Batch, was required pursuant to the terms of this Agreement to have been compliant with cGMP and/or met the Specification (Drug Product)) failed to conform with the Specification (Drug Product) (such Batch being a "Failed Drug Product Batch"), then to the extent this was solely a Lonza Responsibility, Lonza shall either:

(i) refund Customer the amount paid by Customer in respect of such Failed Drug Product Batch and associated Raw Materials, to the extent paid by Customer; or

(ii) schedule a replacement cGMP Drug Product Batch to be manufactured (the timing of which shall be subject always to available capacity in the Facility), and Customer shall pay for such replacement cGMP Drug Product Batch and Raw Materials and Resins used therein (and any money it paid towards the Failed Drug Product Batch shall be credited to the Price of such replacement cGMP Drug Product Batch).

For clarity in the event that a cGMP Drug Product Batch meets the Specifications (Drug Product) but not any other Specifications, Customer must still pay in full for such cGMP Drug Product Batch. For further clarity, if a cGMP Drug Product Batch meets the Specification (Drug Product) but not any other specification, then Customer shall still be required to pay for such cGMP Drug Product Batch in full. Customer may only reject a cGMP Drug Product Batch on the grounds that it failed to meet cGMP or the Specification (Drug Product) in each case solely due to a Lonza Responsibility (notwithstanding that such cGMP Drug Product Batch may not meet any other Specifications).

7.6 Nothing in Clause 7.4 or 7.5 shall oblige Lonza to replace or refund any Drug Substance material produced by a cGMP Drug Substance Batch or any other drug substance material (or manufacture an additional cGMP Drug Substance Batch) that may be required to produce any replacement cGMP Drug Product Batch unless due to gross negligence or willful misconduct by Lonza or Lonza's Affiliates in which case Lonza shall (provided Lonza has manufactured such Drug Substance) refund (on a pro rata basis) the Price (based on volume) paid by Customer to Lonza of such cGMP Drug Substance material used. Clauses 7.4 and 7.5 shall always be subject to the provisions of Clauses 12.4 and 12.5.

7.7 Customer acknowledges and agrees that its sole remedy with respect to a Failed Drug Substance Batch and/or Failed Drug Product Batch that is a Lonza Responsibility is as set forth in Clauses 7.4 and 7.5. Accordingly, Customer hereby waives all other remedies at law or in equity regarding the foregoing claims. Lonza shall not be responsible for (i) the cost of Raw Materials (except to the extent set forth in Clauses 7.4.3 and 7.5.3), Customer Materials, Drug Substance required for the manufacture of a cGMP Drug Product Batch, and/or (ii) starting materials consumed in any Failed Drug Substance Batch or Failed Drug Product Batch.

7.8 The Parties further agree that in the event that any Batch is a Failed Drug Substance Batch or a Failed Drug Product Batch and such failure is caused by any defect in any Customer Information, Customer Material, Cell Line, Customer Background Intellectual Property, and/or any other information, material or Intellectual Property supplied by or on behalf of the Customer, then Lonza shall not have any liability with regard to such Failed Drug Substance Batch or Failed Drug Product Batch.

7.9 Any cGMP Drug Substance Batch or any cGMP Drug Product Batch that is not required by this Agreement to meet Specifications or Specification (Drug Product) may not be rejected and Lonza shall not have any replacement or refund obligations in respect thereto.

8. Price and Payment

8.1 Pricing. Customer shall pay for all of the Services and the Batches (including Pilot Drug Substance Batches, Pilot Drug Product Batches, all cGMP Drug Substance Batches and all cGMP Drug Product Batches). Pricing for the Services and the Batches (including Pilot Drug Substance Batches, Pilot Drug Product Batches, all cGMP Drug Substance Batches and all cGMP Drug Product Batches) manufactured by Lonza are set out in, and based on the assumptions and information set out in, the applicable Project Plan. In the event of Changes based on Customer's request, Customer shall bear all additional costs.

8.2 Raw Materials, Resins and Handling Fees, External Laboratory and Handling Fee. In addition to Clause 8.1, Customer shall also pay for all Raw Materials, Resins, single use bags, consumables and the Handling Fee, and External Laboratory Charges and the Handling Fee.

8.3 Unless otherwise indicated in writing by Lonza, all Prices and charges are exclusive of value added tax (VAT) and of any other applicable taxes, levies, import duties and fees of whatever nature imposed by or under the authority of any government or public authority and all such charges applicable to the Services shall be paid by Customer.

8.4 When sending payment to Lonza, the Customer shall quote the relevant invoice number in its remittance advice.

8.5 Payment Terms.

8.5.1 For Stages of Work of less than [***] (or equivalent in the applicable currency): Unless otherwise agreed in writing Lonza shall issue invoices to Customer for one hundred percent (100%) of the Price upon completion of that Stage of Work.

8.5.2 For Stages of Work of [***] of more (or equivalent in the applicable currency) the payment terms shall be set out in the applicable Project Plan.

8.5.3 Unless otherwise agreed in writing the Raw Materials (including media and feeds, but excluding Resins) and the applicable Handling Fee for each Batch shall be invoiced one hundred percent (100%) upon the Commencement Date of the Batch, or the applicable Stage of Work, plus the Handling Fees. Resins and the Handling Fee in respect thereof, shall be invoiced on the receipt of the orders by Lonza for such Resins. External Laboratory Charges and the Handling Fee shall be invoiced on completion of the applicable Stage of Work.

8.5.4 If the Certificate of Analysis requires the Customer to provide one or more elements of the Specification, but the Customer has not provided such information within the time agreed, then provided Lonza has completed those elements of the Certificate for Analysis for which it is responsible, Lonza can issue the applicable invoice at such time as set out in Clause 8.

8.5.5 All invoices are strictly net and payment must be made within [***] of date of invoice. Payment shall be made without deduction, deferment, set-off, lien or counterclaim.

8.5.6 For Services performed in Switzerland, invoices may be issued in the name of Lonza AG.

8.6 If Customer repeatedly fails to pay undisputed invoices within the time set out in Clause 8.5.5 then Lonza shall have the option to change the payment terms such that one hundred percent (100%) of the Price for any Stage of Work shall be payable on commencement and the price for Raw Materials and the Handling Fee shall also be payable one hundred percent (100%) on commencement.

8.7 If in default of payment of any undisputed invoice on the due date, interest shall accrue on any amount overdue at the lesser of: (i) the rate of [***] above:

- the Swiss Average Rate Overnight (SARON) (for invoices in CHF);
- the Secured Overnight Financing Rate (SOFR) (for invoices in USD);
- the Euro Interbank Offered Rate (EURIBOR) (for invoices in EUR);
- the Sterling Overnight Index Average (SONIA) (for invoices in GBP);

or (ii) the maximum rate allowable by the governing law of this Agreement. Interest shall accrue on a day to day basis until full payment. Lonza shall, at its sole discretion, and without prejudice to any

other of its accrued rights, be entitled to suspend the provision of the Services and/or delivery of Product until all overdue amounts have been paid in full including interest for late payments and Customer shall be liable for any and all costs incurred by Lonza from any such delay to the Services.

8.8 Price adjustments.

8.8.1 Not more than once per calendar year and with effect from the first anniversary of the Effective Date, and then on each subsequent anniversary, Lonza may adjust the Prices as follows (provided that in the event of any negative change in the applicable index there shall not be any negative change to the Prices):

(a) In respect of Services performed in the UK: in accordance with the change from the previous calendar year of the index of labour costs per hour for private sector companies (ILCH) as published by the Office of National Statistics of the United Kingdom (or any successor index);

(b) In respect of Singapore: in accordance with the change from the previous calendar year of the UBCIMI index (https://data.gov.sg) (or any successor index);

(c) In respect of Services performed in Switzerland: in accordance with the change from the previous calendar year of the Swiss Producer Prices index (or any successor index);

(d) In respect of Services performed in USA: in accordance with the change from the previous calendar year of the US Department of Labor's Bureau of Labor Statistics Other Biological Product Manufacturing, ethical PCU 325414 index (or any successor index);

The new Price reflecting such adjusted Price shall be effective for any Services and/or Batch for which the Commencement Date is on or after the date of Lonza's notice to Customer of the applicable Price adjustment.

8.8.2 In addition to the above, not more than [***] and with effect from the first anniversary of the Effective Date, the Price may be changed by Lonza, upon reasonable prior written notice to Customer (providing reasonable detail in support thereof), to reflect: (i) an increase in variable costs (such as energy or Raw Materials) by more than [***] (based on the initial Price or any previously amended Price); (ii) process adjustment or assumption changes; and/or (iii) any material change in an environmental, safety or regulatory standard that substantially impacts Lonza's cost and/or ability to perform the Services.

9. Capital Equipment

Any Capital Equipment required for the performance of the Services shall be acquired on terms to be agreed by the Parties prior to commencement of the relevant Services.

10. Intellectual Property

10.1 Neither Party nor any of their Affiliates, as applicable (nor any Customer Collaborator), will, as a result of this Agreement, acquire any right, title, or interest in any Background Intellectual Property of the other Party or any of its Affiliates.

10.2 Subject to Clause 10.3, Customer shall own all right, title, and interest in and to any and all Intellectual Property that Lonza and/or its Affiliates, the External Laboratories or other contractors or agents of Lonza develops, conceives, invents, first reduces to practice or makes, solely or jointly

with Customer or others, in the course of the performance of the Services, to the extent that it is both:

10.2.1 solely a direct derivative of or improvement to Customer Information and/or Customer Background Intellectual Property; and

10.2.2 severable from and does not utilise, disclose or reveal any Lonza Background Intellectual Property, Lonza Information, and/or New Lonza Intellectual Property;

(the "New Customer Intellectual Property"). For the avoidance of doubt, "New Customer Intellectual Property" shall include any material, processes or other items that solely embody, or that solely are claimed or covered by, any of the foregoing new Intellectual Property, but excluding any New Lonza Intellectual Property.

10.3 Notwithstanding Clause 10.2, Lonza shall own all right, title and interest in Intellectual Property that Lonza and/or its Affiliates, the External Laboratories or other contractors or agents of Lonza develops, conceives, invents, or first reduces to practice or makes, solely or jointly with Customer or others, in the course of the performance of the Services, that is either:

10.3.1 generally applicable to the development or manufacture of chemical or biological products or products components; or

10.3.2 an improvement to, or derivative of, any Lonza Background Intellectual Property, and/or Lonza Information;

(the "New Lonza Intellectual Property"). For the avoidance of doubt, "New Lonza Intellectual Property" shall include any material, processes or other items that embody, or that are claimed or covered by, any of the foregoing Intellectual Property.

10.4 Lonza hereby assigns and will assign to Customer all of its right, title and interest in any New Customer Intellectual Property. Lonza shall execute, and shall require its personnel as well as its Affiliates, External Laboratories or other contractors or agents and their personnel involved in the performance of the Services to execute any documents reasonably required to confirm Customer's ownership of the New Customer Intellectual Property, and any documents required to apply for, maintain and enforce any patent or other right in the New Customer Intellectual Property. To the extent that Customer has or obtains any rights, title or interest in New Lonza Intellectual Property, Customer hereby assigns to Lonza all of its right, title and interest in any New Lonza Intellectual Property. Customer shall execute, and shall require its personnel as well as its Customer Collaborator or contractors or agents and their personnel involved in the performance of the Services, to execute, any documents reasonably required to confirm Lonza's ownership of the New Lonza Intellectual Property, and any documents required to apply for, maintain and enforce any patent or other right in the New Lonza Intellectual Property.

10.5 Customer hereby grants Lonza and its Affiliates, sub-contractors and the External Laboratories the non-exclusive right to use the Customer Information, Customer Background Intellectual Property, Customer Materials, New Customer Intellectual Property, the Cell Line, and any and all other Intellectual Property, information or materials supplied by or on behalf of the Customer or the Customer Collaborator, during the Term solely for the purpose of fulfilling their obligations under this Agreement.

10.6 The transfer of the Manufacturing Process to either Customer and/or any Third Party manufacturer, for the manufacture of the Product (and no other products), shall be subject to Lonza's prior written consent and shall occur only pursuant to terms governing such technology transfer in a separate technology transfer agreement, which may include a reasonable licensing fee applicable to such technology transfer. Customer shall reimburse Lonza for any reasonable costs (based on a

full-time employee rate for such support) and expenses for any such transfer. If the Parties are unable to agree to such terms after good faith negotiations, then Lonza shall be under no obligation to transfer the Manufacturing Process to Customer or any Third Party.

10.7 Prosecution of Patents.

10.7.1 Subject to the following subsection, Customer will have the sole right and discretion to file (or not file), prosecute and maintain patent applications and patents claiming the New Customer Intellectual Property, at Customer's expense. Lonza will cooperate with Customer, at Customer's expense, to file, prosecute, maintain, defend, and enforce patent applications and patents claiming any New Customer Intellectual Property.

10.7.2 Unless the Parties agree otherwise, at least [***] prior to filing any application disclosing or claiming any New Customer Intellectual Property, Customer shall provide a draft thereof to Lonza, for Lonza's prior review and approval. Within [***] of receipt of such an application ("Review Period"), Lonza shall notify Customer of any Lonza Background Intellectual Property, Lonza Information or any information that could be considered New Lonza Intellectual Property and, on Lonza's instruction, Customer shall either delete any information in such application that Lonza has identified within the Review Period as Lonza Background Intellectual Property, Lonza Information and/or delay the filing of the application until such time that it can be concurrently filed with a patent application from Lonza claiming such New Lonza Intellectual Property.

10.7.3 Lonza will have the sole right and discretion to file (or not file), prosecute and maintain patent applications and patents claiming the New Lonza Intellectual Property, at Lonza's expense. Customer will cooperate with Lonza, at Lonza's expense, to file, prosecute, maintain, defend, and enforce patent applications and patents claiming any New Lonza Intellectual Property.

10.8 Services Data.

Without limiting the confidentiality provisions of Clause 13 (Confidentiality) as they may relate to the use of Services Data, the Parties agree that all Services Data may be collected, aggregated, hosted, mined or otherwise stored and maintained by Lonza and its Affiliates, contractors and External Laboratories. Both Lonza and its Affiliates, and Customer, may use the Services Data, in any manner that is not inconsistent with the intellectual property-ownership terms set forth in this Clause 10, for further research, development, commercialization of, and securing rights to, development, manufacturing and testing systems, platforms, and service offerings, provided that said data shall be anonymized when used externally.

11. Warranties

11.1 Lonza warrants that:

11.1.1 the Services shall be performed in accordance with all Applicable Laws;

11.1.2 it or any of its Affiliates hold all necessary permits, approvals, consents and licenses to enable it to perform the Services at the Facility (subject always to Clause 11.2.4); and

11.1.3 it has the necessary corporate authorisations to enter into and perform this Agreement.

11.2 Customer warrants that:

11.2.1 Customer has all the rights necessary to permit Lonza (and its relevant Affiliates any Subcontractors, and the External Laboratories) to perform the Services without infringing the Intellectual Property rights or other rights of any Third Party; and Customer warrants that the performance of the Services will not infringe, misappropriate or violate (as the case may be) any Intellectual Property rights or other rights of any Third Party;

11.2.2 Customer will promptly notify Lonza in writing if it receives or is notified of a formal written claim from a Third Party that Customer Information, Customer Background Intellectual Property, Customer Materials, New Customer Intellectual Property, the Cell Line, and/or any and all other information, materials and Intellectual Property supplied by or on behalf of the Customer or a Customer Collaborator, or that the supply to and/or use by Lonza (and/or its relevant Affiliates, any Subcontractors, and the External Laboratories) thereof for the provision of the Services, infringes any Intellectual Property rights or other rights of any Third Party;

11.2.3 all Raw Materials and Customer Materials actually supplied by Customer or a Customer Collaborator shall be provided with a certificate of analysis or other relevant documentation demonstrating that such Raw Materials and Customer Materials meet the following Lonza acceptance criteria: (i) are not contaminated, (ii) test negative for mycoplasma and bioburden (if applicable), (iii) have been manufactured in accordance with cGMP (if applicable), (iv) are free from all liens, charges, or encumbrances, and (v) meet other testing requirements and/or specifications as may be agreed in writing by the Parties. In addition, Customer has provided any environmental, health and safety information related to the Raw Materials and Customer Materials (including employee health and safety, of the handling, manufacture, distribution, use and disposal of the Raw Materials and Customer Materials), and will update, clarify, correct, supplement and amend such information as necessary;

11.2.4 Customer has all the rights necessary to provide and permit Lonza and its Affiliates, any Subcontractors, and the External Laboratories to use, for the purposes of this Agreement, the Customer Information, Customer Background Intellectual Property, Customer Materials, New Customer Intellectual Property, the Cell Line, and any and all other information, materials and Intellectual Property supplied by or on behalf of the Customer or a Customer Collaborator; and Customer warrants that the use of anything referred to in this Clause 11.2.4 will not infringe, misappropriate or violate the Intellectual Property rights or other rights of any Third Party;

11.2.5 Customer has the necessary corporate authorisations to enter into this Agreement and it has the full power and right to enter into this Agreement and that there are no outstanding agreements, assignments, licenses, encumbrances or rights of any kind, that would breach the provisions of this Agreement;

11.2.6 in connection with its receipt and usage of the Services and Products, Customer shall take appropriate technical and organizational measures to ensure compliance with the applicable requirements of GDPR. Customer shall act in compliance with GDPR as well as on Lonza's request, destroy all personal data, unless applicable law prevents Customer from such destruction. Customer confirms that any personal data that Customer shares with Lonza is done in accordance with applicable GDPR requirements;

11.2.7 in connection with its receipt and usage of the Services and Products, Customer shall comply with, and shall cause its Customer Collaborators, subcontractors, directors, officers, employees, agents or any other person acting on behalf of Customer to comply with, all applicable Corruption Laws and International Trade Restrictions. Customer's receipt and usage of the Services and Products shall be in accordance with Applicable

Laws, Corruption Laws and International Trade Restrictions and the laws of the countries in which the Product is sold;

11.2.8 Customer warrants that as at the time that the Quality Agreement is signed, Customer will have an appropriate Quality function to ensure Customer's ongoing compliance with cGMP; and

11.2.9 As between Customer and Lonza, Customer shall at all times be fully liable and responsible for the acts and omissions of the Customer Collaborators.

11.3 Disclaimer: The warranties expressly set forth in this Agreement are in lieu of all other warranties, and all other warranties, both express and implied, are expressly disclaimed, including any warranty of merchantability or fitness for a particular purpose.

12. Indemnification and Liability

12.1 Indemnification by Lonza. Subject to Clauses 12.4 and 12.5, Lonza shall indemnify the Customer, and the officers, employees and agents of Customer ("Customer Indemnitees") from and against any loss, damage, costs, liability and/or expenses (including reasonable attorney fees) that Customer Indemnitees may suffer as a result of any Third Party claim arising directly out of:

12.1.1 any material breach of the warranties given by Lonza in Clause 11.1 above; or

12.1.2 any claim that the performance of the Services (excluding use by Lonza, Lonza's Affiliates, Lonza Indemnitees, Lonza contractors, and/or the External Laboratories of Customer Information, Customer Background Intellectual Property, Customer Materials, New Customer Intellectual Property, the Cell Line, and/or any and all information, materials and other Intellectual Property supplied by or on behalf of the Customer or a Customer Collaborator) infringe any Intellectual Property rights of a Third Party;

except, in each case (12.1.1 and/or 12.1.2), to the extent that such claims resulted from the negligence and/or breach of this Agreement and/or intentional misconduct by any Customer Indemnitees.

12.2 Indemnification by Customer. Subject to Clauses 12.4 and 12.5, Customer shall indemnify Lonza, Lonza's Affiliates, and the respective officers, employees and agents of Lonza and/or its Affiliates ("Lonza Indemnitees") from and against any loss, damage, costs, liability and/or expenses (including reasonable attorney fees) that any Lonza Indemnitees may suffer as a result of any Third Party claim arising directly out of:

12.2.1 any material breach of the warranties given by Customer in Clause 11.2 above; and/or

12.2.2 any allegation that the performance of Services infringes any Intellectual Property rights of Third Parties; and/or

12.2.3 the manufacture, use, sale, processing, storage, packaging, labelling, marketing, promotion, or distribution of any Product (or any product that contains the Product), including but not limited to any claims of product liability; and/or

12.2.4 the supply to, and/or use by, Lonza, any of Lonza's Affiliates, Lonza Indemnitees, any Lonza contractors, any External Laboratory, and/or any Third Party of any Customer Information, Customer Background Intellectual Property, Customer Materials, New Customer Intellectual Property, the Cell Line, and/or any other information, materials or Intellectual Property provided by or on behalf of Customer or a Customer Collaborator

(including any claim or allegation that such supply and/or use of any of the foregoing infringes any Intellectual Property rights or other rights of any Third Party);

except, in each case (12.2.1, 12.2.2, 12.2.3 and/or 12.2.4), to the extent that such claims resulted from the negligence and/or breach of this Agreement and/or intentional misconduct by any Lonza Indemnitees.

12.3 Indemnification Procedure. If the Party to be indemnified intends to claim indemnification under this Clause 12, it shall promptly notify the indemnifying Party in writing of such claim. The indemnitor shall have the right to control the defence and/or settlement thereof; provided, however, that any indemnitee shall have the right to retain its own counsel at its own expense. The indemnitee, its employees and agents, shall reasonably cooperate with the indemnitor in the investigation of any liability covered by this Clause 12. The failure to deliver prompt written notice to the indemnitor of any claim, to the extent that it is prejudicial to its ability to defend such claim, shall relieve the indemnitor of any obligation to the indemnitee under this Clause 12. The Party seeking indemnification shall not settle any claim in respect of which it will seek indemnification without the prior written consent of the indemnifying Party.

12.4 Disclaimer of certain damages. In no event shall either Party and/or any of its Affiliates, as applicable, be liable (in each case whether in contract, tort, negligence, breach of statutory duty, under any indemnity, or otherwise howsoever arising) for any (i) (direct or indirect) loss of profits, loss of business, loss of revenues, loss of goodwill, loss of reputation, or (ii) for any incidental, indirect, special, punitive or consequential losses or damages, arising from or related to this Agreement; provided that this Clause 12.4 shall not preclude any claim by Lonza and/or any of its Affiliates for any unpaid invoices (including the profit element of its charges) and/or the Cancellation Fees and/or termination fees and provided that this Clause 12.4 shall not preclude any claim by Lonza and/or any of its Affiliates for the profit element of its charges.

12.5 Limitation of liability. Subject always to Clause 12.6, the aggregate liability of Lonza and its Affiliates under or in relation to this Agreement and the Project Plans (whether in contract, tort, negligence, breach of statutory duty, under indemnity, or otherwise howsoever arising) shall not exceed, in the aggregate, an amount equal to [***], provided that the aggregate liability of Lonza and its Affiliates under or in relation to a specific Project Plan (whether in contract, tort, negligence, breach of statutory duty, under indemnity, or otherwise howsoever arising) shall not exceed, in the aggregate, an amount equal to [***]. For the avoidance of doubt this limitation of liability shall be an aggregate limitation of liability which is shared between Lonza and all of its Affiliates (including Lonza AG and Lonza Sales AG), and there shall not be a separate limit of liability for each separate Lonza entity.

12.6 Nothing in this Agreement shall operate so as to exclude or in any way limit any liability for fraud, or for death or personal injury, or for gross negligence or intentional misconduct, or for any liability that may not be excluded or limited as a matter of English law. Nothing in this Agreement shall exclude or limit Customer's liability to pay invoices and/or the Cancellation Fees, termination fees or agreed capital expenditure. For clarity, it is not the intention that this Clause 12.6 should apply to negligence which is not gross negligence and negligence which is not gross negligence shall be subject to Clauses 12.4 and (in the case of Lonza and its Affiliates) 12.5. For purposes of this Agreement, "gross negligence" means a failure by a party (by act or omission) to exercise reasonable care and skill in performing or failing to perform an obligation, where such party demonstrates serious indifference to or a serious disregard for a reasonably foreseeable risk.

For clarity Lonza and/or its Affiliates shall not have any liability (whether in contract, tort, negligence, breach of statutory duty, under indemnity, or otherwise howsoever arising) to any Customer Collaborator. Any act or omission of Customer Collaborator shall be deemed to be an act or omission of Customer and Customer shall be liable for such act or omission as if it were an act or omission of Customer itself. If any Customer Collaborator brings any claim or dispute against Lonza or any Lonza Affiliate, Customer agrees that Customer shall become the claimant in any such claim or dispute (or Customer shall bring such claim on behalf of the Customer Collaborator) and

Customer shall then settle any such claim or dispute with Lonza on behalf of the Customer Collaborator; and Clause 12.4 and 12.5 shall also apply to any liability to or in respect of any Customer Collaborator (and Clause 12.5 shall be an aggregate cap in respect of the aggregate liability of Lonza and its Affiliates under or in relation to this Agreement (howsoever arising) and shall also cover any and all liability (in the aggregate) to and/or in respect of Customer and its Customer Collaborators).

13. Confidentiality

13.1 A Party receiving Confidential Information (the "Receiving Party") agrees to strictly keep secret any and all Confidential Information received during the Term from, or disclosed on behalf of, the other Party (the "Disclosing Party"), as well as the terms of this Agreement, using at least the same level of measures as it uses to protect its own Confidential Information, but in any case at least commercially reasonable and customary efforts. Confidential Information shall include information disclosed in any form including but not limited to in writing, orally, graphically or in electronic or other form to, or observed or learned by, the Receiving Party or its Affiliates, as applicable (including, in the case of Customer the Customer Collaborators), or its or their Affiliate's, employees, agents, consultants, or representatives including any persons on plant (in each case such employees, agents, consultants, or representatives, or persons on plant, of Customer or any Customer Collaborator), under or in relation to this Agreement, which the Receiving Party knows or reasonably should know is confidential or proprietary, as well as the terms of this Agreement.

13.2 Notwithstanding the foregoing, the Receiving Party may disclose to any courts and/or other authorities (except to any governmental patent office) Confidential Information of the Disclosing Party which is or will be required pursuant to applicable governmental or administrative or public law, rule, regulation or order. In such case the Receiving Party will, to the extent legally permitted, inform the Disclosing Party promptly in writing and cooperate with the Disclosing Party in seeking to minimise the extent of Confidential Information of the Disclosing Party which is required to be disclosed to the courts and/or other authorities.

13.3 The obligation to maintain confidentiality under this Agreement does not apply to Confidential Information of the Disclosing Party, which:

13.3.1 at the time of disclosure was publicly available;

13.3.2 is or becomes publicly available other than as a result of a breach of this Agreement by the Receiving Party;

13.3.3 which the Receiving Party can establish by contemporaneous written records was rightfully in its possession at the time of disclosure by the Disclosing Party and had not been received from or on behalf of Disclosing Party;

13.3.4 which the Receiving Party can establish by contemporaneous written records is supplied to a Party by a Third Party which was not in breach of an obligation of confidentiality to Disclosing Party or any other party; or

13.3.5 which the Receiving Party can establish by contemporaneous written records is developed by the Receiving Party independently from and without use of the Confidential Information of the Disclosing Party.

13.4 The Receiving Party will use Confidential Information of the Disclosing Party only for the purposes of this Agreement and will not make any use of the Confidential Information for its own separate benefit or the benefit of any Third Party including with respect to research or product development or any reverse engineering or similar testing. The Receiving Party agrees to return or destroy promptly (and certify such destruction) on Disclosing Party's request all written or tangible Confidential Information of the Disclosing Party, except that one copy of such Confidential Information may be kept by the Receiving Party in its confidential files for record keeping purposes only.

13.5 Each Party will restrict the disclosure of the other Party's Confidential Information to such officers, employees, consultants and representatives of itself (and (in the case of Lonza) of its Affiliates, and (in the case of Customer) the Customer Collaborators and such officers, employees, consultants and representatives of such Customer Collaborators) who have been informed of the confidential nature of the Confidential Information and who have a need to know such Confidential Information for the purpose of this Agreement. Prior to disclosure to such persons, the Receiving Party shall bind its and its Affiliates' or Customer Collaborators' (as applicable) officers, agents, employees, consultants and representatives, and the Customer Collaborators, to confidentiality and non-use obligations no less stringent than those set forth herein. The Receiving Party shall notify the Disclosing Party as promptly as practicable of any unauthorised use or disclosure of the Confidential Information of the Disclosing Party. Lonza may disclose the Customer's Confidential Information to Lonza's Affiliates, Subcontractors and the External Laboratories, in each case for the purposes of this Agreement. Lonza may disclose any information of Customer (including any Customer Information) to the corresponding Customer Collaborator for the specific project, and Lonza may disclose any information of any Customer Collaborator to the Customer; provided that Lonza shall not have any responsibility for the Customer nor the Customer Collaborator following such disclosure.

13.6 The Receiving Party shall at all times be fully liable for any and all breaches of the confidentiality obligations in this Clause 13 by any of its Affiliates or the employees, officers, agents, consultants and representatives of itself or its Affiliates including any persons on plant, and in the case of the Customer for the Customer Collaborators.

13.7 Each Party hereto expressly agrees that any breach or threatened breach of the undertakings of confidentiality provided under this Clause 13 by a Party may cause irreparable harm to the other Party and that money damages may not provide a sufficient remedy to the non-breaching Party for any breach or threatened breach. In the event of any breach and/or threatened breach, then, in addition to all other remedies available at law or in equity, the non-breaching Party shall be entitled to seek injunctive relief and any other relief deemed appropriate by the non-breaching Party.

14. Term and Termination

14.1 Term. This Agreement shall commence on the Effective Date and shall end on the date of completion of the Services unless terminated earlier as provided herein or extended by mutual written consent of the Parties (the "Term").

14.2 Termination. This Agreement or any Project Plan may be terminated as follows:

14.2.1 If it becomes apparent to either Lonza or the Customer at any stage in the provision of the Services that it will not be possible to complete the Services for a scientific or technical reasons, a [***] period shall be allowed for good faith discussion and attempts to resolve such problems. If such problems are not resolved within such period, Lonza and the Customer shall each have the right to terminate the applicable Project Plan (or if there is only one Project Plan, this Agreement) forthwith by notice in writing;

14.2.2 by either Party, immediately, if the other Party commits a material breach of this Agreement or a Project Plan and fails to cure such breach to the reasonable satisfaction of the

non-breaching Party within [***] following written notification of such breach from the non-breaching party to the breaching party; provided, however, that such [***] period shall be extended as agreed by the Parties if the identified breach is incapable of cure within [***] and if the breaching Party provides a plan and timeline to cure the breach, promptly commences efforts to cure the breach and diligently prosecutes such cure (it being understood that this extended period shall be unavailable for any breach regarding non-payment);

14.2.3 by either Party, immediately, if the other Party enters into administration, becomes insolvent, is dissolved or liquidated, makes a general assignment for the benefit of its creditors, or files or has filed against it, a petition in bankruptcy or has an administrator or receiver appointed for a substantial part of its assets; or

14.2.4 by either Party pursuant to Clause 15.

14.3 Consequences of Termination.

In the event of termination of this Agreement all Services and Batches which have been ordered, or to which the Customer is committed, in accordance with this Agreement (including those in the Project Plan to which the Parties are committed) shall be deemed to have been cancelled and Customer shall, within [***] of such termination, pay Lonza for:

(a) all Services commenced up to the date of termination, including in respect of any Product in-process;

(b) all costs incurred through the date of termination, including all Raw Materials and Resins costs (and Handling Fees for Raw Materials and Resins) used or purchased or to which Lonza is irrevocably committed for use in connection with the Project Plan, and External Laboratory costs (and Handling Fees);

(c) all unused Raw Materials and Resins shall be paid for by Customer [***] of invoice and at Customer's option and cost will either be: (i) held by Lonza for future use for the production of Product; (ii) delivered to Customer; or (iii) disposed of by Lonza;

(d) all unreimbursed Capital Equipment and related decommissioning charges incurred pursuant to Clause 9;

(e) Cancellation Fees in respect of all Batches and/or Services which have been ordered in accordance with this Agreement (including those in the Project Plan to which the Parties are committed) calculated in accordance with Clause 6.2 (other than in the event of termination by Customer pursuant to Clause 14.2.2 (material breach), or by either Party for an agreed scientific or technical reasons pursuant to Clause 14.2.1 or by either Party pursuant to Clause 14.2.4 (Force Majeure), where no Cancellation Fees shall be payable). In the case of termination by Lonza for Customer's material breach, Cancellation Fees shall be calculated as of the date of written notice of termination; and

14.4 Survival. Neither the termination nor expiration of this Agreement shall affect the liability of a Party for breach of this Agreement. Notwithstanding anything contained in Clause 14, the rights and obligations of each Party which by their nature survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including Clauses 5, 10-13 (inclusive) and 16 (to the extent relevant). Termination of this Agreement (including the consequences of termination set out in this Clause 14) shall not affect the accrued rights or liabilities of either Party and shall not preclude either Party from pursuing any remedies it may have

hereunder, or at law or in equity, with respect to any breach of, or default under, this Agreement (subject always to Clauses 12.4 and 12.5). All confidentiality obligations set out in this Agreement shall survive termination or expiry of this Agreement.

15. Force Majeure

15.1 If a Party (the "Affected Party") is prevented or delayed in the performance of any of its obligations under the Agreement by Force Majeure and gives written notice thereof to the other Party (the "Unaffected Party") specifying the matters constituting Force Majeure together with such evidence as the Affected Party reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, the Affected Party shall be excused from the performance or the punctual performance of such obligations as the case may be from the date of such notice for so long as such cause of prevention or delay shall continue. Provided that, if such Force Majeure persists for a period of [***] or more, either Party may terminate: (i) the affected Project Plan; or (ii) in the event that the Force Majeure event prevents the performance of the entire Agreement, this Agreement; in each case by delivering written notice to the other. Nothing in this Section 15.1 limits a Party's rights of termination under Section 14.2 for events unrelated to a Force Majeure.

15.2 The Parties acknowledge that the COVID-19 virus is currently causing global disruption, and that there is a significant risk that Lonza's performance under this Agreement may be affected by consequences of the COVID-19 virus, including but not limited to any measures taken by authorities, and/or the availability of human resources and raw materials, and that any such event shall be deemed a Force Majeure event.

15.3 "Force Majeure" shall be deemed to include any reason or cause beyond the Affected Party's reasonable control affecting the performance by such Affected Party of its obligations under the Agreement, including, but not limited to, any cause arising from or attributable to acts of God, epidemic, pandemic, strike, lockouts, labour troubles, restrictive governmental orders or decrees, riots, insurrection, war, terrorists acts, or the inability of Lonza to obtain any required raw material, energy source, equipment, labour or transportation, at prices and on terms deemed by Lonza to be reasonably practicable, from Lonza's usual sources of supply or detection of a viral, bacterial or mycoplasmal contamination that causes a shutdown of the Facility or any part thereof.

15.4 With regard to Lonza, any such event of Force Majeure affecting Services or Production at its Affiliates or suppliers shall be regarded as an event of Force Majeure.

16. Miscellaneous

16.1 Independent Contractors. Each of the Parties is an independent contractor and nothing herein contained shall be deemed to constitute the relationship of partners, joint venturers, nor of principal and agent between the Parties (save as set out in Clause 7.2). Neither Party shall at any time enter into, incur, or hold itself out to Third Parties as having authority to enter into or incur, on behalf of the other Party, any commitment, expense, or liability whatsoever.

16.2 No Presumption Against Drafter. Each Party and its legal counsel have reviewed and revised this Agreement. The rule of construction that requires that ambiguities in this Agreement (including any Appendix hereto) be construed against the drafter shall be waived by both Parties in the interpretation of this Agreement.

16.3 Waiver. The failure of any Party at any time or times to require performance of any provision of this Agreement (including any Appendix hereto) will in no manner affect its rights at a later time to enforce the same. No waiver by any Party of any term, provision or condition contained in this Agreement (including any Appendix hereto), whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term,

provision or condition or of any other term, provision or condition of this Agreement (including any Appendix hereto).

16.4 Severability. If any provision hereof is or becomes at any time illegal, invalid or unenforceable in any respect, neither the legality, validity nor enforceability of the remaining provisions hereof shall in any way be affected or impaired thereby. The Parties hereto undertake to substitute any illegal, invalid or unenforceable provision by a provision which is as far as possible commercially equivalent considering the legal interests and the purpose.

16.5 Amendments. Modifications and/or amendments of this Agreement must be in writing and signed by the Parties. The Parties may amend this Agreement without the consent of the Affiliates of Lonza.

16.6 Delegation / Assignment. Lonza shall be entitled to instruct one or more of its Affiliates to perform any of Lonza's obligations contained in this Agreement, but Lonza shall remain fully responsible in respect of those obligations (subject to clause 2.1). Subject thereto, neither Party may assign its interest under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed, provided, however that: (a) Lonza may assign this Agreement, a Project Plan, or a Statement of Work in the event of (i) the sale of fifty percent (50%) or more of the outstanding stock of Lonza to an Affiliate of Lonza; and (b) each Party may assign this Agreement in the event of (i) the sale of fifty percent (50%) or more of the outstanding stock of such Party to an unrelated entity or natural person in the UK, US or EEA, provided in the event of an assignment by Customer such entity is not a competitor of Lonza and is not involved in any dispute with Lonza or any Lonza Affiliate; (ii) the sale or transfer or other assignment of all or substantially all of the assets of the Party or the line of business or Product to which this Agreement relates in the UK, US or EEA, provided in the event of an assignment by Customer such entity is not a competitor of Lonza and is not involved in any dispute with Lonza or any Lonza Affiliate; and (iii) a merger, consolidation, acquisition or other form of business combination with an entity in the UK, US or EEA, provided in the event of an assignment by Customer such entity is not a competitor of Lonza and is not involved in any dispute with Lonza or any Lonza Affiliate. Any purported assignment without a required consent shall be void. No assignment shall relieve any Party of responsibility for the performance of any obligation or liability that accrued prior to the effective date of such assignment. Subject to the foregoing, this Agreement shall be binding on the successors and permitted assignees of each Party. In the event of an assignment under Section 16.6(a) or (b), the assigning Party will provide written notice to the other Party, and if reasonable required by the non-assigning Party will enter into an appropriate novation agreement.

16.7 Notice. All notices (including any notice of cancellation or termination given in accordance with the terms of this Agreement) must be written and sent to the address of the Party first set forth above. All notices must be given (a) by personal delivery, with receipt acknowledged, or (b) by prepaid certified or registered mail, return receipt requested, or (c) by prepaid recognised next business day delivery service. Notices will be effective upon receipt or at a later date stated in the notice.

16.8 Governing Law/Jurisdiction. This Agreement is governed in all respects by the laws of England and Wales. The Parties agree to submit to the jurisdiction of the courts of England and Wales.

16.9 Third Parties. The Parties to this Agreement do not intend that any term hereof should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement, save that Affiliates of Lonza may rely on and enforce the indemnities granted to them and limitations and exclusions of liability contained herein and Affiliates of Lonza which have executed a Statement of Work or Project Plan under this Agreement shall be entitled to enforce this Agreement with respect to such Project Plan or Statement of Work in its own name as an intended third party beneficiary. This Agreement may be amended without the consent of any Affiliates of Lonza.

16.10 Announcements / Press Releases. Neither Party shall make any press release or announcement regarding the subject matter of this Agreement without the prior written consent of the other.

16.11 Entire Agreement. This Agreement contains the entire agreement between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements with respect to the subject matter hereof (including applicable Reservation Agreements (including those dated 1 June 2022 and 17 June 2022)). Nothing in this Agreement (or any Project Plan entered into pursuant to this Agreement) shall supersede, amend or otherwise modify any terms or conditions or other provisions of any other unrelated agreement between the Parties.

16.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. Each party acknowledges that an original signature or a copy thereof transmitted by facsimile or by .pdf shall constitute an original signature for the purposes of this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorised representative effective as of the date written above.

LONZA SALES AG

By: /s/ Albert Pereda
Name: Albert Pereda
Title: Associate General Counsel

By: /s/ Daniel Mekic
Name: Daniel Mekic
Title: Senior Director, Licensing

LONZA AG

By: /s/ Albert Pereda
Name: Albert Pereda
Title: Associate General Counsel

By: /s/ Daniel Mekic
Name: Daniel Mekic
Title: Senior Director, Licensing

GENERATE BIOMEDICINES INC.

By: /s/ Mike Nally
Name: Mike Nally
Title: President and CEO