RDV LICENSE AGREEMENT

This RDV LICENSE AGREEMENT (the "**Agreement**") is made as of [Date] (the "**Effective Date**") by and between Gilead Sciences, Inc. a Delaware corporation having its principal place of business at 333 Lakeside Drive, Foster City, California 94404, USA ("Gilead"), and [_____], a corporation of [_____] and having a registered office at [_____] ("**Licensee**"). Gilead and Licensee may each be referred to herein as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, Gilead wishes to facilitate access to its proprietary compound remdesivir to treat patients with coronavirus disease 2019 ("**COVID-19**") in 127 countries, as identified in this Agreement, via certain non-exclusive licenses to Licensee with respect to the manufacture and sale of remdesivir and product incorporating remdesivir; and

WHEREAS, Licensee wishes to obtain such non-exclusive licenses to facilitate patient access to Product incorporating remdesivir in such countries, all as more fully described in this Agreement below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the Parties hereto mutually agree as follows:

1. Definitions

"**Affiliate**" shall mean, with respect to a Party to this Agreement, any corporation, limited liability company or other business entity controlling, controlled by or under common control with such Party, for so long as such relationship exists. For the purposes of this definition, control means: (a) to possess, directly or indirectly, the power to direct affirmatively the management and policies of such corporation, limited liability company or other business entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance; or (b) ownership of more than fifty percent (50%) of the voting stock in such corporation, limited liability company or other business entity (or such lesser percent as may be the maximum that may be owned pursuant to applicable law of the country of incorporation or domicile), as applicable.

"**Confidential Information**" shall have the meaning set forth in Section 11.1.

"Customer" shall mean any hospital, government, or alternative site of care located in the Territory that purchases Product from Licensee or a Third Party Reseller.

"**Distributor**" shall mean a third party wholesaler or distributor that is not a Gilead Distributor and that is operating under an agreement with Licensee for the distribution and sale of Product in the Territory.

"**EMA**" shall mean the European Medicines Agency, and any successor agency thereto.

"**FDA**" shall mean the United States Food and Drug Administration, and any successor agency thereto.

"**Field**" shall mean treatment of COVID-19.

"**Gilead Distributor**" shall mean any third party distributor that is currently operating under an agreement with Gilead for the distribution and sale of Gilead RDV Product in the Territory. No more frequently than once per calendar year, upon request by Licensee, Gilead will provide Licensee with a list, which may be updated by Gilead from time to time, of the identity of any such Gilead Distributors and their authorized territory(ies) within the Territory.

"**Gilead Indemnitee**" shall have the meaning set forth in Section 8.1.

"**Gilead Mark**" shall have the meaning set forth in Section 2.6(b).

"**Gilead RDV Product**" shall mean any Gilead branded, proprietary, formulated and finished pharmaceutical product containing RDV as its sole active ingredient.

"**Gilead Supplier**" shall mean, individually and collectively, Gilead's contract manufacturing organization(s) and supplier(s) for RDV and/or Gilead RDV Product (including intermediates and raw materials), as may be designated by Gilead from time to time.

"**Improvements**" shall have the meaning set forth in Section 2.4.

"**Licensed Know-How**" shall mean (a) the know-how actually transferred to Licensee pursuant to the terms of Section 5.5 and (b) any other improvements or modifications to such transferred know-how that are (i) disclosed or transferred to Licensee under this Agreement, (ii) specific to RDV and (iii) developed and controlled by Gilead during the term of this Agreement. Licensed Know-How specifically excludes any improvements, modifications, methods and other know-how claimed in any patent or patent application.

"**Licensed Product Supplier**" shall mean an entity (other than Licensee) that is licensed by Gilead to make and have made RDV and Product throughout the world solely to use, sell, have sold and offer for sale Product in the Field in the Territory, for use in the Territory only; but in each case excluding Gilead Suppliers.

"**Licensed RDV Supplier**" shall mean an entity (other than Licensee) that is licensed directly or indirectly by Gilead to manufacture RDV throughout the world and sell such RDV to Licensed Product Suppliers, but in each case excluding Gilead Suppliers.

"**Licensed Technology**" shall mean the Patents and the Licensed Know-How.

"**Minimum Quality Standards**" shall have the meaning set forth in Section 6.2(a).

"**NCE Exclusivity**" shall mean five years of marketing exclusivity granted by FDA pursuant to its authority under 21 U.S.C. §§ 355(c)(3)(E)(ii) and 355(j)(5)(F)(ii), or similar regulatory exclusivity granted by the appropriate regulatory authority having jurisdiction over the Product.

"**Net Sales**" shall mean, with respect to a given calendar quarter, the total amount invoiced by Licensee for sales of Product in the Territory to third parties, less the following deductions calculated in accordance with U.S. Generally Accepted Accounting Principles (GAAP): (a) freight, insurance, packing, shipping charges, in each case as actually incurred and included as a specific line item on a bill or invoice to such third party; (b) custom duty of imported components, VAT / excise tax, sales tax, or other governmental charges upon or measured by the production, sale transportation, delivery or use of goods, in each case included as a specific line item on a bill or an invoice to such third party; (c) trade, quantity and cash discounts allowed and taken, refunds, chargebacks and any other allowances given (as determined in accordance with GAAP) and taken which effectively reduce the gross amounts billed or invoiced; in each of (a) through (c) to the extent consistently applied across all products of Licensee.

"**Patents**" shall mean collectively (a) the patents and patent applications set forth in Appendix 2-A hereto ("**Manufacturing Patents**") and (b) the patents and patent applications set forth in Appendix 2-B hereto ("**Product Patents**").

"**Product**" shall mean a formulated and finished pharmaceutical product (i) containing RDV as its sole active pharmaceutical ingredient and (ii) that is bioequivalent to the Gilead RDV Product.

"**Quarterly Report**" shall have the meaning set forth in Section 4.3.

"**Royalty Term**" shall have the meaning set forth in Section 4.9.

"**RDV**" shall mean remdesivir, the structure of which is disclosed in the Patents.

"**Territory**" shall mean the countries set forth on Appendix 1.

"**Third Party Resellers**" shall mean, individually and collectively, Distributors and Gilead Distributors.

"**WHO**" shall mean the World Health Organization.

2. License Grant

2.1 Licenses.

(a) RDV License. Subject to the terms and conditions of this Agreement (including but not limited to the terms of this Article 2), Gilead hereby grants to Licensee a non-exclusive, non-sublicensable (other than a sublicense to an Affiliate in accordance with Section 2.2 below), non-transferable license under the Manufacturing Patents and Licensed Know-How to: (i) make and have made RDV anywhere in the world; (ii) use RDV for purposes of exercising the license set forth in Section 2.1(b)(i); or (iii) sell or otherwise supply RDV to Licensed Product Suppliers solely the purposes of such License Product Supplier's exercise of its license from Gilead.

(b) Product License.

(i) Subject to the terms and conditions of this Agreement (including but not limited to the terms of this Article 2), Gilead hereby grants to Licensee a non-exclusive, non-sublicensable (other than a sublicense to an Affiliate in accordance with Section 2.3 below), non-transferable license under the Manufacturing Patents and Licensed Know-How to make and have made Product anywhere in the world solely for purposes of exercising the license set forth in Section 2.1(b)(ii) below.

(ii) Subject to the terms and conditions of this Agreement (including but not limited to the terms of this Article 2), Gilead hereby grants to Licensee a non-exclusive, non-sublicensable (other than a sublicense to an Affiliate in accordance with Section 2.3 below), non-transferable license under the Product Patents and Licensed Know-How to sell, have sold and offer for sale Product in the Territory, for use in the Territory only, in each case for the Field.

(c) Restrictions on Scope. The licenses granted in this Section 2.1 do not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute (1) any active pharmaceutical ingredient owned or controlled by Gilead other than RDV or (2) any product other than Product.

2.2 Affiliates. Licensee may grant sublicenses under the licenses granted in Section 2.1 to its Affiliates upon prior written notice to Gilead. Licensee shall provide Gilead with the written copies of the applicable sublicense agreement with such Affiliate(s). Licensee shall name Gilead as a third party beneficiary in any such sublicense agreement, and accordingly Licensee shall consent and hereby does consent to Gilead's enforcement of such sublicense agreement to the extent relating to the obligations that Licensee is required hereunder to impose on its Affiliates. Licensee shall ensure that any such Affiliate complies with all the terms of this Agreement as if they were a party to this Agreement, and Licensee will be liable for the activities of such Affiliates as if such activities were performed by Licensee. All notices and copies of agreements provided under this Section 2.2 shall be sent to Email: Anticounterfeiting@gilead.com.

2.3 Subcontractors. Subject to Article 3, Licensee may use third party subcontractors in exercising its rights under Sections 2.1(a)(i), 2.1(a)(ii) and 2.1(b)(i) upon prior written notice to Gilead. Licensee shall provide Gilead with the written copies of the

applicable agreement with such subcontractor(s). Licensee shall name Gilead as a third party beneficiary in any such subcontract agreement, and accordingly Licensee shall consent and hereby does consent to Gilead's enforcement of such subcontract agreement to the extent relating to the obligations that Licensee is required hereunder to impose on its subcontractors. Licensee shall ensure that any such subcontractor complies with all the terms of this Agreement as if they were a party to this Agreement, and Licensee will be liable for the activities of such subcontractor as if such activities were performed by Licensee. All notices and copies of agreements provided under this Section 2.3 shall be sent to Email: Anticounterfeiting@gilead.com.

2.4 License Grant to Gilead. Licensee hereby grants to Gilead a nonexclusive, royalty-free, worldwide, sublicensable license to all improvements, methods, modifications, processes and other know-how developed by or on behalf of Licensee and relating to RDV or Product ("**Improvements**"), subject to the restrictions on further transfer of Licensee's technology by Gilead as set forth in Section 5.3. Licensee shall, as between Gilead and Licensee, own all such Improvements and shall, as between Licensee and Gilead, have the sole right, but not the obligation, to pursue intellectual property protection with respect to such Improvements.

2.5 Licensee Right to Sell.

(a) RDV Sales. Licensee agrees that it will not sell or offer to sell RDV to any entity other than Licensed Product Suppliers that have been approved by Gilead in accordance with Section 2.5(e).

(b) Product Sales. Licensee agrees that it will not sell, offer to sell or provide Product to any entity other than a Third Party Reseller or a direct Customer. Licensee agrees that neither it, nor its Affiliates, will sell, offer for sale, or permit third parties (including any Third Party Reseller or Customer) to sell or distribute Product in or to any country outside of the Territory or for any use outside the Field. Licensee agrees that it will prohibit its direct trading partners, either Third Party Resellers or Customers, from selling Product (i) to any other wholesaler or distributor, (ii) outside the Territory, or (iii) for any purpose outside the Field. If Licensee's direct trading partner is a Customer, Licensee will prohibit its Customer from reselling the Product; unsold/unused Product must be returned to Licensee.

(c) Limitations on Product Combinations. Licensee agrees that it will not make, have made, sell or offer to sell products containing RDV in combination with other active pharmaceutical ingredients in the Territory.

(d) Terms of Agreements with Third Party Resellers.

(i) Gilead Distributors. Licensee may elect to sell finished Product in the Territory to any Gilead Distributor, provided, however, that Licensee may only sell and offer for sale Product to Gilead Distributors to sell in the Territory, and may not sell or offer for sale Product outside the Territory, and may not import Product into any

country outside the Territory. Licensee shall only allow such Gilead Distributor to sell such Product in the country(ies) of the applicable Territory for which such Gilead Distributor has the right to sell Gilead RDV Product.

(ii) Third Party Resellers. Licensee shall require any Third Party Reseller to agree, in a written agreement with Licensee (i) to comply with the applicable terms of this Agreement, (ii) to provide Customer sales data, including name and address of Customer, date of transaction for Product(s), quantity and associated lot numbers and serial numbers (where applicable) sold (on a Customer by Customer basis) ("**Customer Sales Data**") (iii) to prohibit Third Party Resellers from selling, offering to sell, or providing Product to another wholesaler or distributor or any entity other than a Customer providing Product to end-users within the Territory and to prohibit Customer via a written agreement between the Third Party Reseller and Customer from reselling the Product and require unsold/unused Product to be returned to the Third Party Reseller, and (iv) to report to Licensee such information, and allow Licensee to provide Gilead with the information described in Section 4.3. Gilead has the right to audit, on no less than thirty (30) days' advance notice to Licensee, such records of Licensee solely to the extent necessary to verify such compliance. Gilead will bear the full cost of any such audit unless the audit reveals a failure to comply with this Agreement. Licensee shall not enter into any agreement, arrangement, or understanding (including with respect to confidentiality) with any such third party that would hinder the exercise of Gilead's audit rights.

(e) Gilead Approval of Third Party Reseller Agreements and Direct Customer Agreements. Licensee shall not enter into any agreements with Third Party Resellers or direct Customers on terms inconsistent with this Agreement without obtaining Gilead's prior written approval. Licensee shall notify Gilead in writing of all Third Party Resellers and any direct Customers, and shall certify that its arrangement with such Third Party Reseller and/or direct Customer is consistent with the terms and conditions of this Agreement. Licensee shall provide Gilead with written copies of all agreements executed between Licensee and Third Party Resellers and Licensee and direct Customers relating to RDV or Product. Licensee shall name Gilead as a third party beneficiary in any such agreements, and accordingly Licensee shall consent and hereby does consent to Gilead's enforcement of such agreements to the extent relating to the obligations that Licensee is required hereunder to impose upon Third Party Resellers and direct Customers. Licensee shall be allowed to redact confidential financial terms from such agreements prior to sharing them with Gilead. Gilead shall have the right to review all such agreements to verify consistency with the terms and conditions of this Agreement. In the event that any inconsistency is found which had not been specifically discussed and agreed with Gilead, then Gilead shall have the right to require Licensee to terminate such agreement and upon notice from Gilead to such effect, Licensee shall immediately terminate such agreement. All notices and copies of agreements provided under this Section 2.5(f) shall be sent to Email: [Anticounterfeiting@gilead.com].

(f) Termination of Third Party Reseller and Direct Customer Agreements by Licensee. Licensee shall immediately terminate its agreement(s) with a Third Party Reseller or direct Customer in the event that Gilead believes in good faith that

such Third Party Reseller has engaged in activities that Licensee is prohibited from performing under this Agreement, or that are inconsistent with Licensee's covenants under this Agreement, including without limitation the unauthorized use, sale or diversion by such Third Party Reseller or direct Customer of (i) RDV in a manner inconsistent with this Agreement or (ii) Product outside the Field or the Territory, or upon Licensee first reasonably believing that such Third Party Reseller or direct Customer has engaged in such activities.

(g) Termination of Third Party Reseller or Direct Customer Agreements by Gilead. Gilead may terminate the right of Licensee to sell Product to any Third Party Reseller or direct Customer pursuant to this Section 2.5, if in Gilead's reasonable belief the Third Party Reseller or direct Customer is not acting in a way that is consistent with Licensee's covenants under this Agreement, or if Licensee does not terminate Licensee's agreement with such Third Party Reseller or direct Customer under the circumstances described in Section 2.5(e) or Section 2.5(f).

2.6 License Limitations.

(a) Gilead Retained Rights. Licensee hereby acknowledges that Gilead retains all right, title and interest in RDV and Product except as explicitly provided in this Agreement, and that Gilead may license or otherwise convey rights with respect to RDV and Product as it wishes without obligation or other accounting to Licensee.

(b) Gilead Marks. The licenses granted hereunder do not include any license or other right to use any Gilead trade dress, trademark, trade name, logo or service mark (each, a "**Gilead Mark**") or any word, logo or any expression that is similar to or alludes to any Gilead Mark, except as provided in Section 6.5.

(c) No Other Licenses.

(i) Except as expressly set forth in this Agreement, Licensee agrees that it shall not subcontract any of its rights or delegate any of its duties without obtaining Gilead's prior written consent, or grant any sublicenses hereunder to any other person, company or entity, including third parties and Affiliates.

(ii) Except as expressly set forth in this Agreement, Gilead does not grant any license under any of its intellectual property rights (including, without limitation, patents or rights to any proprietary compounds or drug substances other than RDV) to Licensee.

3. Sourcing of RDV and Product

3.1 Sourcing of RDV and Product. Subject to Sections 3.2 and 3.3, if Licensee wishes to obtain supply of RDV and/or Product from a Licensed RDV Supplier, Licensed Product Supplier or Gilead Supplier, then Licensee shall notify Gilead in writing, and shall certify that its arrangement with such Licensed RDV Supplier, Licensed Product Supplier

or Gilead Supplier (as applicable) is consistent with the terms and conditions of this Agreement. Licensee shall provide Gilead with written copies of all agreements between Licensee and such Licensed RDV Supplier, Licensed Product Supplier or Gilead Supplier (as applicable). Licensee shall name Gilead as a third party beneficiary in any such agreements, and accordingly, Licensee shall consent and hereby does consent to Gilead's enforcement of such agreements to the extent relating to the obligations that Licensee is required hereunder to impose upon Licensed RDV Supplier, Licensed Product Supplier or Gilead Supplier (as applicable). Licensee shall be allowed to redact confidential financial terms from such agreements prior to sharing them with Gilead. Gilead shall have the right to review all such agreements to verify consistency with the terms and conditions of this Agreement. In the event that any inconsistency is found which had not been specifically discussed and agreed in writing by Gilead, Gilead shall have the right to require Licensee to terminate such agreement with such Licensed RDV Supplier, Licensed Product Supplier or Gilead Supplier and upon notice from Gilead to such effect, Licensee shall immediately terminate such agreement.

3.2 Limitation with respect to Gilead Suppliers. Notwithstanding anything to the contrary, Licensee shall not obtain supply (directly or indirectly) of RDV, Product, or any raw materials or intermediates therefor from any Gilead Supplier without Gilead's prior written consent (in Gilead's sole discretion) except that Licensee may obtain raw materials or intermediates from any of its Affiliates that constitute a Gilead Supplier, subject to Licensee's and its Affiliates' compliance with Section 3.3(a) below. In any case, Gilead shall not be obligated to assist Licensee in procuring any supply of RDV and/or Product, or any raw materials or intermediates therefor, from a Licensed RDV Supplier, Licensed Product Supplier or Gilead Supplier (as applicable).

3.3 Conditions of Supply from Gilead Suppliers. Any agreement between Licensee and a Gilead Supplier that provides for the supply of RDV and/or Product, or any raw materials or intermediates therefor, shall include and be subject to the following conditions:

(a) Gilead Supply Needs. Licensee shall not obtain RDV and/or Product, or any raw materials or intermediates therefor, from the Gilead Supplier until Gilead has received confirmation in writing from the Gilead Supplier of its ability to continue to supply Gilead with Gilead's forecasted requirements of RDV and/or Product, or raw materials or intermediates therefor, as reflected in Gilead's then-current twelve (12) month forecast for RDV and/or Product, or any raw materials or intermediates therefor, provided to the Gilead Supplier.

(b) Consistency with Agreement. The Gilead Supplier shall be permitted to supply RDV and/or Product, or any raw materials or intermediates therefor, to Licensee only to the extent that any such supply does not (A) adversely affect its ability to meet Gilead's forecasted requirements or (B) adversely affect the Gilead Supplier's ability to supply Gilead's requirements, whether or not such requirements are consistent with Gilead's twelve (12) month forecast. Gilead shall have the right to terminate any agreement between Licensee and its Gilead Suppliers if the supply of RDV and/or Product,

or any raw materials or intermediates therefor, from such Gilead Supplier to Licensee adversely affects Gilead's supply requirements as set forth in this Section 3.3(b).

3.4 No Other Arrangements. Licensee agrees that it shall not enter into any agreements, nor amend any existing agreements, to obtain the supply of intermediates or RDV, or any raw materials therefor, on terms that are inconsistent with this Agreement without Gilead's prior written approval as provided for in this Article 3.

4. Consideration/Payment Terms/Audit

4.1 Royalty. As consideration for the licenses granted in Section 2.1, commencing upon the first to occur of (i) the date on which the FDA or EMA grants marketing approval to any pharmaceutical product (other than Gilead RDV Product), including a vaccine, for the treatment or prevention of COVID-19 (such product, an "**Alternate COVID-19 Product**") and (ii) the date on which the WHO declares the end of the Public Health Emergency of International Concern regarding COVID-19, Licensee shall pay Gilead 7% of Net Sales of Product in the Territory for the duration of the Royalty Term.

(a) For clarity, during the period of time commencing upon the Effective Date and ending on the first to occur of (1) the date on which the FDA or EMA grants marketing approval for any Alternate COVID-19 Product and (ii) the date on which the WHO declares the end of the Public Health Emergency of International Concern regarding COVID-19, no royalties will be owed to Gilead on Licensee's sales of Product in the Territory ("**Royalty Free Period**"). The Royalty Free Period may be extended by the Parties upon mutual written agreement.

(b) No royalties will be owed on Licensee's sale of RDV or Product to other Licensed Product Suppliers, provided such Licensed Product Supplier has executed an agreement with Gilead requiring such Licensed Product Supplier to pay Gilead royalties on finished Product containing such RDV or such Product, as applicable.

(c) For clarity, Royalties on sales of Product to Gilead Distributors will be based on Licensee's invoice price to such Gilead Distributor.

4.2 Royalty Reduction for WHO Pre-Qualification; WHO Emergency Use Listing. Commencing upon (1) Licensee's receipt of WHO pre-qualification approval for Product or (2) Licensee's achievement of the addition of Product to the WHO Emergency Use Listing, the royalty rate for Product set forth in Section 4.1 shall be reduced to 5% of Net Sales of Product in the Territory for the duration of the Royalty Term.

4.3 Reports. Within sixty (60) days after the end of each calendar quarter, Licensee shall provide Gilead with a detailed report (the "**Quarterly Report**") that includes at least the information set forth in this Section 4.3.

(a) Product and RDV Information. In each Quarterly Report, Licensee agrees to set forth in reasonable detail the following information: (i) amounts of RDV and Product manufactured by Licensee, (ii) the quantity of RDV and Product in Licensee's stock, (iii) the Third Party Resellers or direct Customer, if any, to which Licensee has provided Product by date, including quantities, lot number(s), serial numbers (if applicable), and the countr(ies) in which the Product provided is to be used (on a Third Party Reseller by Third Party Reseller basis), (iv) Customer Sales Data as defined in Section 2.5(e)(ii) (on a Third Party Reseller by Third Party Reseller basis), (v) in the case of the sale of any RDV to Licensed Product Supplier, the identity of such Licensed Product Supplier and the dates and quantities of RDV sold to each such Licensed Product Supplier and (vi) the volume of RDV or Product that Licensee intends to manufacture over the course of the following 12-month period, on a month by month basis.

(b) Payment Information. In each Quarterly Report, Licensee shall additionally include the following information: (i) total invoiced sales of Product, Net Sales, the deductions used to determine Net Sales, number of units of Product sold, each of which shall be reported on a country-by-country basis, (ii) total royalties owed for the calendar quarter, the countries to which the Product has been sent and in what quantities, and (iii) Net Sales by each Third Party Reseller, if any.

(c) Regulatory Information. In each Quarterly Report, Licensee shall additionally provide Gilead with the following information: (i) a list of countries within the Territory for which such regulatory approvals or authorization have been obtained for Product and (ii) a description of activities performed by Licensee, its designee or, to its knowledge any other third party, with respect to the filing, obtaining or maintaining of such regulatory approvals or authorizations for the Territory for any Product.

(d) No Objection Certificates. In each Quarterly Report, Licensee shall provide Gilead with the following information: (i) any Central Drugs Standard Control Organization (CDSCO) No Objection Certificates (NOC) or other similar documents from the country(ies) of manufacture obtained by the Licensee for Product, including the quantity of Product exported, the final destination of the Product and the recipient of the Product; and (ii) any Central Drugs Standard Control Organization (CDSCO) No Objection Certificates (NOC) or other similar documents from the country of manufacture obtained by third parties for Product for which Licensee provided information, including the quantity of Product exported, the final destination of the Product and the recipient of the Product.

(e) Certifications. Together with each Quarterly Report, Licensee shall provide Gilead with a written certification of the accuracy of the contents of the Quarterly Report, signed by an appropriate Licensee senior officer. Licensee shall provide Quarterly Reports to Gilead at the address set forth in Section 12.4 below and send a copy to Anticounterfeiting@gilead.com. Failure to provide complete, accurate Quarterly Reports to Gilead as set forth in this Section 4.3 shall be deemed a breach of the Agreement.

4.4 Payment; Payment Terms; Conversion.

(a) Within 60 days following each calendar quarter, Licensee shall pay to Gilead royalties due, as set forth in the Quarterly Report for such quarter. Licensee shall make such royalty payment to Gilead by wire transfer to the bank account indicated by Gilead.

(b) Licensee shall make all payments to Gilead in US Dollars. With regard to sales in currencies other than US Dollars, conversion from local currency into US Dollars shall be in accordance with Licensee's normal and customary procedures, as reported in its audited financial statements.

4.5 Records. Licensee shall keep complete and accurate records of RDV and Product produced and sold in sufficient detail to enable Licensee to determine the amount of royalties due, the parties to whom Product or RDV was sold, and the countries in which sales occurred.

4.6 Audit. Gilead has the right to engage an independent public accountant to perform, on no less than thirty (30) days' advance notice to Licensee, an audit, conducted in accordance with generally accepted auditing standards, of such books and records of Licensee that are deemed necessary by such public accountant to report amounts of RDV and Product produced, gross sales, Net Sales for the periods requested and accrued royalties. Gilead will bear the full cost of any such audit unless such audit discloses a difference of more than five percent (5%) from the amount of royalties due. In such case, Licensee shall promptly pay Gilead any underpayment and shall bear the full cost of such audit.

4.7 Interest. Any amount payable hereunder by Licensee, which is not paid when due in accordance this Section 4, shall bear a pro rata monthly interest rate of one percent (1%) subject to any necessary approvals that may be required.

4.8 Taxes

(a) Withholding Taxes. Licensee shall promptly pay the withholding tax for and on behalf of Gilead to the proper governmental authority and shall promptly furnish Gilead with the tax withholding certificate furnished by the Licensee. Licensee shall be entitled to deduct the withholding tax actually paid from such payment due Gilead. Each Party agrees to assist the other Party in claiming exemption from such withholdings under double taxation or similar agreement or treaty from time to time in force and in minimizing the amount required to be so withheld or deducted.

(b) Other Taxes. Except as provided in this Section 4.8, all taxes or duties in connection with payments made by Licensee shall be borne by Licensee.

4.9 Royalty Term. Royalty payments shall be paid to Gilead by Licensee on a country-by-country basis starting on the date of the first commercial sale of Product in a country after the Royalty Free Period and continuing until the last to occur of the following: (a) the expiration or abandonment of the last-to-expire Patent containing a valid claim

covering the manufacture, use, import, offer for sale or sale of RDV or Product in such country; and (b) the date of expiration or abandonment of the last-to-expire Patent containing a valid claim covering the manufacture, use, import, offer for sale or sale of RDV or Product in the country(ies) in which such Product is manufactured (the "**Royalty Term**"). Notwithstanding the foregoing, the Royalty Term for Product will not extend beyond the date on which all patents and patent applications covering Product (or RDV contained therein) in the United States expire.

5. Intellectual Property

5.1 Maintenance of Patents. Gilead shall not be obligated to maintain or enforce the Patents.

5.2 Cooperation. If either Party becomes aware of a suspected infringement of any Patent or the occurrence of any prohibited activity described in 7.2(a)(i)-(v), such Party will notify the other Party promptly, and following such notification, the Parties will discuss the scope of such infringement. Gilead will have the sole right, but not the obligation, to bring an infringement or such other action at its own expense, in its own name, and entirely under its own direction and control. Licensee will reasonably assist Gilead in such actions or proceedings if so requested, and will lend its name to such actions or proceedings if required by law in order for Gilead to bring such an action.

5.3 Reporting of Improvements. Licensee shall provide Gilead with a semi-annual report, in writing and in reasonable detail that sets forth any Improvements, including any patent application claiming Improvements. Licensee shall transfer to Gilead, upon request by Gilead and at Gilead's expense, any know-how owned or controlled by Licensee relating to such Improvements. Any failure to report any such Improvements to Gilead in accordance with the terms of this Agreement shall constitute a breach of this Agreement and shall provide Gilead with the right to terminate this Agreement pursuant to Section 10.2. Gilead shall not transfer any Improvements obtained from Licensee to any third party, provided, however, that Gilead may transfer Improvements to (i) Licensed Product Suppliers and Licensed RDV Suppliers and (ii) Gilead's own Affiliates, licensees and suppliers, provided such Affiliates, licensees and suppliers utilize such Improvements solely for the benefit of Gilead.

5.4 Trademarks

(a) Product offered for sale or sold under this Agreement shall have a trade dress, including to the extent possible a distinct color, shape, container, packaging and trade name and logo different from and not likely to be confused with, any product sold by or on behalf of Gilead, including the Gilead RDV Product. Gilead from time to time shall provide Licensee with more specific trademark and trade dress guidelines. Licensee's non-performance of the obligations set forth in this Section 5.4(a) shall constitute a material breach of Licensee's material obligations under this Agreement.

(b) Licensee shall provide to Gilead, prior to any regulatory submissions for Product, or selling or offering for sale Product, samples of Product and any packaging, labeling information or marketing materials (including, but not limited to, advertisement and promotional materials) to be used with Product. Gilead shall review and approve the trademark and trade dress for such Product and its packaging to determine if such Product or its packaging is likely to be confused with Gilead's trade dress and trademarks or the remdesivir non-proprietary name, consistent with the requirements set forth in and guidelines provided under Section 5.4(a). If Gilead reasonably objects to the trade dress or other aspects of the Product or product packaging based on the requirements set forth in Section 5.4(a), the Parties shall discuss in good faith Gilead's concerns and Licensee agrees to make such modifications to Product or packaging as are necessary to address Gilead's concerns.

(c) Without limiting the requirement with respect to Licensee's use of a trade dress distinct from any Gilead trade dress as described in Section 5.4(a) above, Licensee further agrees that, Licensee (whether itself, or through an Affiliate or a Third Party Reseller) shall have the right to commercialize Product under no more than one (1) trademark or trade name in the Territory.

5.5 Technology Transfer. Following the execution of this Agreement, Gilead will, upon Licensee's written request provided no later than ninety (90) days following execution of the Agreement, transfer know-how or information owned or controlled by Gilead that is specified in Appendix 3 hereto ("**Technology Transfer Package**") on an ongoing, rolling basis. Gilead will use all reasonable efforts to make such Technology Transfer Package available as expediently as practicable on a rolling basis no earlier than 30 days following the Effective Date. If Licensee does not notify Gilead of its desire to receive such technology transfer such ninety (90) day period, then Gilead will be under no obligation to make such technology transfer. The know-how transferred to Licensee pursuant to the terms of this Section 5.5 shall be sufficient to enable Licensee to manufacture RDV and Product, at commercial-scale quantities. Gilead shall have no further obligation to transfer any other know-how under this Agreement.

6. Manufacturing and Commercialization of Product

6.1 Commercialization of Product in the Territory.

(a) Anti-Diversion Programs. Licensee shall provide Gilead with written notice at least three (3) months prior to its anticipated first sale of Product in each country within the Territory. Following Gilead's receipt of such notice, the Parties shall discuss in good faith programs that Licensee may implement to minimize diversion of Product outside of such country, including by using commercially reasonable efforts in ensuring Product is sold direct to patients within such country, as may be determined by the Parties. On a country by country basis, if requested by Gilead at any time either prior to Licensee's sale of Product in such country or at any time thereafter, the Parties shall discuss and agree upon a written anti-diversion plan that Licensee shall implement to ensure Product is not diverted out of such country (for each such country, the "**Anti-**

Diversion Plan"). In all events, Licensee agrees to enact best practices protocols and programs, including promptly raising all instances of known or suspected counterfeit or diversion of Product to Gilead, adopting trade dress and marketing material practices as described in this Agreement, ensuring compliance with Licensee's anti-diversion obligations and to otherwise prevent diversion. Licensee shall disclose the content of such protocols and programs to Gilead and shall consult with and implement any additional practices requested by Gilead, such as, where commercially practical, expressly identify on the labeling and packaging of all Product sold or offered for sale under this Agreement the country in which such Product is intended to be used.

(b) Gilead shall have the right to prohibit Licensee's sale of Product to any country (the "**Subject Country**") within Territory if it reasonably believes that material quantities of Product are being sold, transferred or otherwise diverted from such Subject Country outside the Territory by providing written notice thereof to Licensee (each such notice, a "**Diversion Notice**"). Except as may be necessary for patients within any Subject Country who have previously initiated their treatment with Product to complete such treatment, upon Licensee's receipt of a Diversion Notice, Licensee shall immediately cease all sales of Product in, and imports of Product to, the Subject Country(ies) that is covered by such Diversion Notice until such time that Gilead and Licensee have developed an Anti-Diversion Plan for such Subject Country(ies). Licensee shall not enter into any contractual arrangements or commitments that would prevent it from fulfilling its obligations under this Section 6.1(a).

(c) Promotion. The Parties hereto agree that an important purpose of this Agreement is to increase patient access to Product within the Territory. Subject to the terms of this Agreement, Licensee shall have the sole discretion to manage its own commercial strategy to promote and sell Product in the *Territory, provided, however, that* Licensee shall not engage in activities that are inconsistent with the first sentence of this Section 6.1(c). By means of example and without limitation, Licensee agrees that Licensee shall not accept patient orders that Licensee does not have the capacity to fill, and shall not obtain RDV or Product without having the means, either directly or through the use of permitted third parties, to manufacture Product using such RDV and/or distribute Product within the Territory.

6.2 Manufacturing Requirements

(a) Minimum Standards. Licensee shall at all times manufacture RDV and Product to quality standards (i) at least as high as what is required by either WHO pre-qualification standards or FDA tentative approval standards (at Licensee's discretion) ("**Minimum Quality Standards**"); and (ii) on a country-by-country basis, consistent with any applicable national, regional or local standards as may be required by the specific country where Product is sold. In addition, Licensee and its permitted Affiliate sublicensees and subcontractors shall meet the Minimum Quality Standards prior to Licensee's and its permitted Affiliate sublicensees' sale of Product to any country within the Territory.

(b) Audit Right. Licensee hereby agrees to allow Gilead reasonable access to Licensee's books and records, facilities and employees for the purpose and to the extent required for Gilead to audit Licensee's compliance with the requirements of this Section 6.2 . Gilead agrees that it shall limit its access to Licensee's employees to the extent required to conduct the audit and that such employees shall not be required to disclose to Gilead information that is subject to obligations of confidentiality with third parties unless such third parties have provided consent for such disclosure. Gilead agrees to provide at least thirty (30) days prior notice of the proposed audit and agrees that such audits shall not be conducted more than once a year unless circumstances outside the ordinary course of business warrant such an audit (such as an investigation or other government action).

(c) Remedy for Failure. If Licensee fails at any time to meet the Minimum Quality Standards with respect to the manufacture of RDV or Product, and after a 90 day period, Licensee fails to cure any manufacturing deficiency sufficient to meet the Minimum Quality Standards, Gilead may elect, in its sole discretion and notwithstanding Section 10.2 or 10.3 hereof, to suspend the effectiveness of the licenses granted hereunder until such time Gilead has determined that Licensee has corrected any such failure to Gilead's reasonable satisfaction. During any such suspension, Gilead and Licensee shall coordinate with each other to provide for the supply of RDV or Product, as appropriate, to ensure that end-user patient requirements are not disrupted as a result of such suspension.

(d) Dose Requirements. All Product used or sold by Licensee shall consist of single dose concentrations of RDV that are the same as the dose concentration for RDV that has been approved by the FDA for Gilead RDV Product. Licensee agrees that it shall manufacture and/or sell Product only as approved by the FDA for the Field and as approved for use in the Field by the appropriate regulatory authority having jurisdiction over Product in the country of sale.

6.3 Regulatory Filings and Inspections. Except as provided otherwise herein, Licensee shall be responsible for obtaining and maintaining all applicable regulatory or other approvals or authorizations to carry out its activities in the Territory as set forth in this Agreement. Gilead may, in its discretion, elect to file for regulatory or other approval or authorization to make and sell RDV and Product anywhere in the Territory. Upon either Party's request, the other Party shall provide non-proprietary data that the other Party believes is reasonably necessary to obtain any such approvals, authorizations, permits or licenses. Licensee shall obtain, have and maintain all required registrations for its manufacturing facilities for RDV and Product. Licensee shall allow appropriate regulatory authorities to inspect such facilities to the extent required by applicable law, rule or regulation. Gilead agrees to provide Licensee with NCE Exclusivity, or other regulatory exclusivity, waivers as may be required by the applicable regulatory authorities in order to manufacture Product anywhere in the world or sell Product in the Territory, provided such manufacture and sale by Licensee is compliant with the terms and conditions of this Agreement. Licensee agrees not to pursue or obtain regulatory exclusivity for Product in any country worldwide.

6.4 Marketing Materials. Any marketing materials (including, but not limited to, advertisement and promotional materials) used by Licensee and its Third Party Resellers shall not contain any misstatements of fact, shall be fully compliant with the applicable laws, rules and regulations, and shall be distinct from, and not likely to cause any confusion with, any marketing materials or Product used or sold by Gilead. Any statements made in such marketing materials regarding Gilead, including without limitation statements made in reference to Licensee's collaboration with Gilead, shall require Gilead's prior written approval.

6.5 Product Labeling. Licensee shall have the right to expressly state on the labeling of all Product sold or offered for sale under this Agreement that the Product "is manufactured under a license from Gilead Sciences, Inc."

6.6 Safety Reporting.

(a) Licensee is responsible for all single and periodic reporting to all applicable regulatory authorities for the Product manufactured by or on behalf of Licensee under the Agreement.

(b) Licensee is responsible for all pharmacovigilance activities with respect to such Product regardless of the Territory, including but not limited to all associated signal detection, risk management and product labelling requirements.

(c) In the event Licensee receives an individual case safety report associated with any Gilead proprietary product, Licensee agrees to forward such reports to Gilead within fifteen (15) calendar days of awareness and in English to E-Mail: SafetyFC@gilead.com Fax: +1-650-522-5477.

(d) Licensee will forward details of any confirmed safety signals or emerging safety issues relating to Product manufactured by or on behalf of Licensee under this Agreement and any supporting documentation to the risk management contact at Gilead: Addressee: Neda.Shokrai, PVESandC@gilead.com.

7. Representations, Warranties and Covenants

7.1 Ability to Perform. Gilead and Licensee each represent and warrant that

(a) they are duly organized, validly existing and in good standing under the laws of the jurisdiction of their incorporation and have full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) this Agreement has been duly executed and delivered, and constitutes a legal, valid, binding obligation, enforceable against it in accordance with the terms hereof; and

(c) the execution, delivery and performance of this Agreement does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it is bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over such Party.

7.2 Diversion of Product and Technology.

(a) Licensee covenants and agrees that Licensee and its Affiliates shall not, and shall require its permitted subcontractors and Third Party Resellers or direct Customers not to: (i) divert or allow the diversion of RDV to third parties in a manner inconsistent with this Agreement, (ii) divert or allow the diversion of Product outside the Territory, (iii) divert or allow the diversion of Licensed Technology to any third party, (iv) take any action that Gilead determines in good faith to be in furtherance of the activities described in clauses (i) – (iii), or (v) assist or support, directly or indirectly, any third party in the conduct of the activities described in clauses (i) - (iv). The Parties agree that it shall not be a breach of Section 3.1 or this Section 7.2 for Licensee or its Affiliate to file marketing approval applications for Product in a country outside of the Territory, or for Licensee or its Affiliate to provide developmental quantities of RDV or Product in support of such marketing approval applications or a third party's application for marketing approval, in each case, as required by applicable regulatory authorities in such country, it being understood that this provision shall not be construed as expressly or implicitly granting Licensee any right or license under any Gilead intellectual property right beyond the licenses granted in Article 2 of this Agreement or otherwise providing any authorization by Gilead to do so, and does not constitute a waiver of any rights of Gilead under law that it may have to contest the filing or granting of such marketing approval applications.

(b) Agreed Damages. Gilead and Licensee acknowledge and agree that the amount of actual damages sustained by diversion is impossible or extremely difficult to calculate, and that the damage increases on an exponential (and not linear) basis, due to the effect of the product brand and associated goodwill and reputation. In the event any Product is diverted to any country outside the Territory in any manner by anyone (a "**Diversion Event**"), then in addition to any other remedies Gilead may be entitled to at law or in equity, Gilead shall be entitled to injunctive relief and to damages, calculated in the manner set forth in section (c) below.

(c) Calculation of Liquidated Damages. For each Diversion Event, Gilead shall be entitled to damages, as follows:

(i) If Gilead is able, in good faith, to estimate the net revenues that Gilead would have received had such Diversion Event not occurred ("Estimated Net Revenues"), Licensee shall pay to Gilead an amount equal to the sum of (i) the Estimated Net Revenues plus (ii) (A) all investigative costs, fees, and expenses (including, without limitation, those of private investigators), plus (B) all attorneys' costs, fees, and expenses (including, without limitation, in connection with investigating such Diversion Event and any litigation, arbitration, or other proceeding arising out of or related to such Diversion Event (including, without

limitation, any action to enforce the terms of the Agreement or any License Agreement or to otherwise stop or prevent diversion by the Licensee or any third party)), plus (C) and all other professional costs, fees, and expenses (including of accountants and other advisors), in each case incurred by Gilead in connection with such Diversion Event; or

(ii) If Gilead is not able, in good faith, to ascertain the Estimated Net Revenues, Licensee shall pay to Gilead an amount equal to 2x (two times) the sum of (i) all investigative costs, fees, and expenses (including, without limitation, those of private investigators), plus (ii) all attorneys' costs, fees, and expenses (including, without limitation, in connection with investigating such Diversion Event and any litigation, arbitration, or other proceeding arising out of or related to such Diversion Event (including, without limitation, any action to enforce the terms of the Agreement or any License Agreement or to otherwise stop or prevent diversion by the Licensee or any third party)), plus (iii) all other professional costs, fees, and expenses (including of accountants and other advisors), in each case incurred by Gilead in connection with Diversion Event.

The obligation of Licensee to pay damages described in this section (i) is absolute and indefeasible and (ii) is not contingent on any showing of willfulness on the part of any party (including Licensee) in connection with any Diversion Event. All liquidated damages payable to Gilead shall be paid by Licensee promptly and without any counterclaim, set-off, or reduction.

The Parties agree that the payments set forth in this section are not intended to compel the other Party's performance hereunder or constitute a penalty or punitive damages for any purpose.

(d) Audit Right. Upon reasonable notice to Licensee, Gilead shall be entitled, at its own expense, to conduct an audit of Licensee's orders, books, records, facilities, and other information (including but not limited to interviews with employees of Licensee), no more than two (2) times per year. If Gilead becomes aware of any Diversion Event or otherwise forms a reasonable belief that a Diversion Event has occurred in the course of such audit (and such known or suspected Diversion Event was not previously disclosed to Gilead by Licensee), then Licensee shall pay to Gilead all costs of such audit. In addition to the regular audits described above, in the event of a known or suspected Diversion Event, Gilead shall be entitled to conduct an audit of Licensee's orders, books, records, facilities, and other information (including but not limited to interviews with employees of Licensee) to the extent relating to the Diversion Event at issue. All costs of a diversion audit in connection with a known or suspected Diversion Event shall be paid by Licensee.

7.3 Compliance

(a) General. Licensee covenants and agrees that it shall perform all activities under this Agreement in accordance with all applicable laws, rules, and regulations, including, without limitation, with respect to privacy, data protection, recalls, safety and reporting requirements and shall obtain, have and maintain all necessary regulatory approvals, marketing authorizations, permits and licenses, at Licensee's expense for the manufacture and sale of the RDV and/or Product and any other Licensee activities contemplated under this Agreement.

(b) FCPA and UK Bribery Act. Licensee covenants and agrees that neither the Licensee, nor any of its Affiliates, nor any of their respective directors, officers, employees or agents (all of the foregoing, including Affiliates collectively, "**Licensee Representatives**") has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended (such act, including the rules and regulations thereunder, the "**FCPA**"), the U.K. Bribery Act of 2010 ("**Bribery Act**"), or any other applicable anti-bribery or anticorruption laws, rules or regulations (collectively with the FCPA and the Bribery Act, the "**Anticorruption Laws**"). Licensee covenants and agrees that Licensee and Licensee Representatives have conducted and will conduct their businesses in compliance with the Anticorruption Laws. Licensee covenants and agrees that it shall provide to Gilead on the Effective Date and within thirty (30) days after the beginning of each calendar year thereafter, certification in writing by Licensee of Licensee's compliance with the Anticorruption Laws.

(c) Conflicts. Neither Party shall be required to take any action or perform any obligation under this Agreement to the extent that such action or obligation is in direct conflict with any applicable law, rule or regulation, provided, however, that both Licensee and Gilead are in agreement regarding (i) the requirements of such law, rule or regulation, and (ii) the affect that such law, rule or regulation has on such action or obligation required under this Agreement.

7.4 Patent Infringement. Licensee covenants and agrees that it shall not infringe the Patents outside the scope of the licenses granted to it pursuant to Article 2.

7.5 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, GILEAD DOES NOT GIVE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT IN THE TERRITORY. Gilead also does not give any warranty, express or implied, with regard to the safety or efficacy of RDV or the Product and it shall be the sole responsibility of the Licensee to ensure such safety or efficacy.

8. Liability and Indemnity

8.1 Licensee Indemnity. Licensee shall indemnify, hold harmless and defend Gilead, and its subsidiaries, licensors, directors, officers, employees and agents (together, the "**Gilead Indemnitees**"), from and against any and all losses, damages, expenses, cost of defense (including, without limitation, attorneys' fees, witness fees, damages,

judgments, fines and amounts paid in settlement) and any amounts a Gilead Indemnitee becomes legally obligated to pay because of any claim against it (i) arising out of any breach by Licensee of the terms and conditions of this Agreement, or (ii) for any product liability, liability for death, illness, personal injury or improper business practice, or any other statutory liability or any other liability under any law or regulation, to the extent that such claim or claims are due to reasons caused by or on behalf of Licensee related to RDV or Product (including, without limitation, its manufacture, use or sale of RDV or Product). The indemnification obligations of Licensee stated in this Section 8.1 shall apply only in the event that Gilead provides Licensee with prompt written notice of such claims, grants Licensee the right to control the defense or negotiation of settlement (using counsel reasonably approved by Gilead), and makes available all reasonable assistance in defending the claims. Licensee shall not agree to any final settlement or compromise with respect to any such claim that adversely affects Gilead without obtaining Gilead's consent.

8.2 Product Liability. Licensee shall be solely responsible in respect of any product liability or any other statutory liability under any regulation, in respect of RDV or the Product.

8.3 Gilead Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL GILEAD BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS OR PROFITS) RELATED TO THIS AGREEMENT, AND SHALL NOT HAVE ANY RESPONSIBILITIES OR LIABILITIES WHATSOEVER WITH RESPECT TO RDV OR PRODUCT, EVEN IF, IN ANY SUCH CASE, ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY WHETHER UNDER CONTRACT LAW, TORT LAW (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY, STATUTE, WARRANTY OR OTHERWISE.

9. Insurance. At all times that this Agreement is in effect, Licensee shall maintain in full force and effect products liability insurance at limits that are standard and customary for companies located in the Territory. Licensee shall not cancel such insurance policy without at least sixty (60) days prior written notice to Gilead. Upon reasonable request, Licensee shall provide certificates of insurance acceptable to Gilead evidencing such coverage.

10. Term and Termination

10.1 Term. This Agreement shall enter into force upon the Effective Date and, unless earlier terminated as provided herein, shall continue on a country-by-country basis until the longer of (a) the expiration of the Royalty Term in such country and (b) if longer, ten (10) years after the Effective Date, provided that the term of this Agreement shall not extend beyond the date on which all patents and patent applications covering Product (or

RDV contained therein) in the United States expire. Upon expiration of this Agreement (but not the earlier termination of this Agreement), and with respect to a particular country in the Territory, subject to the terms and conditions herein with respect to such country, the license granted in Section 2.1 to Licensee shall become a perpetual, irrevocable, fully paid-up, royalty free license under the Licensed Know-How to develop, make, have made, use, sell, have sold, offer for sale, import and distribute such Product in the Field in such country.

10.2 Termination for Breach. A Party ("**Non-Breaching Party**") shall have the right to terminate this Agreement in the event the other Party ("**Breaching Party**") is in material breach of any of its material obligations under this Agreement. The Non-Breaching Party shall provide written notice to the Breaching Party. The Breaching Party shall have a period of sixty (60) days after such written notice is provided to cure such breach. If such breach is not cured within the thirty day period, this Agreement shall effectively terminate.

10.3 Gilead Right to Terminate

(a) Gilead shall have the right to terminate this Agreement and/or one or both of the licenses granted pursuant to Section 2.1 (whether or not such event constitutes a right of termination pursuant to Section 10.2), immediately if in the reasonable opinion of Gilead, control (through ownership or otherwise) of Licensee changes.

(b) Gilead shall have the right to terminate this Agreement and/or one or both of the licenses granted pursuant to Section 2.1 (whether or not such event constitutes a right of termination pursuant to Section 10.2), if:

(i) Gilead determines in good faith that (A) a material quantity of RDV made or sold by Licensee has been diverted to third parties in a manner inconsistent with the terms of this Agreement, (B) Product made and/or sold by Licensee has been diverted to countries outside the Territory, whether or not by any fault or action or inaction of Licensee, or (C) any of the prohibited activities described in Section 7.2(a)(i)-(v) has occurred;

(ii) Gilead determines in good faith that, due to material deficiencies in Licensee's compliance with the Minimum Quality Standards, Licensee is unable to reliably and consistently manufacture RDV or Product in accordance with the Minimum Quality Standards; or

(iii) Gilead determines in good faith that Licensee has obtained material quantities of RDV and/or Product from sources in ways that are inconsistent with the terms and conditions of Article 3.

Gilead shall give Licensee written notice of any such event and provide Licensee with a period of thirty (30) days after such notice to demonstrate that the conditions giving rise to Gilead's determination no longer exist to Gilead's reasonable satisfaction. If

Licensee is unable to do so, this Agreement shall be terminated effective upon the thirtieth (30^{th}) day following such notice.

10.4 Licensee Right to Terminate. Licensee will have the right to terminate this Agreement in its entirety for its convenience upon thirty (30) days prior written notice to Gilead.

10.5 Effects of Termination. In the event of any termination, of this Agreement under Section 10.2, 10.3, or 10.4, , the following terms shall apply as of the effective date of termination (the "**RDV Termination Date**").

(a) All licenses granted by Gilead under this Agreement, and any other rights granted by Gilead, including without limitation Gilead's obligation to make a technology transfer available pursuant to Section 5.5 (to the extent such technology transfer has not already occurred), shall terminate.

(b) All rights and licenses granted by Gilead under this Agreement with respect to RDV and Product shall terminate.

(c) Termination of the Agreement pursuant to Section 10.3 or 10.4 shall not relieve Licensee of any obligation accruing on or prior to the RDV Termination Date, including the obligation to pay royalties pursuant to Article 4 on Net Sales of any Product sold prior to the RDV Termination Date. Nothing set forth in this Section 10.5 shall be deemed a waiver by Gilead to enforce any Patent or any other intellectual property right owned or controlled by Gilead against Licensee for any activities Licensee may undertake with respect to RDV or Product after the RDV Termination Date.

10.6 Insolvency. In the event that Licensee becomes insolvent, makes an assignment to the benefit of creditors, or has a petition in bankruptcy filed for or against it, Gilead shall have the right to treat such event as a material breach.

10.7 Waiver. The waiver by either Party of any breach of any term or condition of this Agreement shall not be deemed a waiver as to any subsequent or similar breach.

10.8 Survival. Sections 1, 2.4 (with respect to Improvements developed prior to the effective date of expiration or termination), 2.6(b), 4.3 (with respect to RDV and Product manufactured and/or sold prior to the effective date of expiration or termination), 4.5 (for a period of 3 years following the effective date of expiration or termination), 4.6 (for a period of 3 years following the effective date of expiration or termination), 5.2 (solely with respect to the obligations set forth in the last sentence of Section 5.2), 5.3 (for a period of 1 year following the effective date of expiration or termination of the Agreement, and solely with respect to Improvements developed prior to the effective date of expiration or termination), 5.4(a), 7.2(b) and 7.2(c)(with respect to Product sold prior to such expiration or termination), 8, 9, 10.1, 10.5, 10.6, 10.7, 10.8, 11 and 12 shall survive (a) termination or expiry of this Agreement. Except as otherwise provided in this Section 10.8, all rights and

obligations of the Parties under this Agreement shall terminate upon the expiration or termination of this Agreement.

11. Confidentiality and Publications

11.1 Confidential Information. All information of proprietary nature, including technology and know-how ("**Confidential Information**"), disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") hereunder shall (a) be used solely and exclusively by the Receiving Party in a manner consistent with the licenses and rights granted hereunder; (b) be maintained in confidence by the Receiving Party; and (c) not be disclosed to any third party or used for any purpose except to exercise its rights and perform its obligations under this Agreement. The foregoing confidentiality obligations shall not apply if the Receiving Party can demonstrate by competent written evidence that such information: (i) is known by the Receiving Party at the time of its receipt and, not through a prior disclosure by the Disclosing Party, as documented by the Receiving Party's business records; (ii) is in the public domain other than as a result of any breach of this Agreement by the Receiving Party; (iii) is subsequently disclosed to the Receiving Party on a non-confidential basis by a third party who may lawfully do so; or (iv) is independently discovered or developed by the Receiving Party without the use of Confidential Information provided by the Disclosing Party, as documented by the Receiving Party's business records. Within thirty (30) days after any expiration or termination of this Agreement, Receiving Party shall destroy (and certify to the Disclosing Party such destruction) or return all Confidential Information provided by the Disclosing Party except as otherwise set forth in this Agreement. One (1) copy of the Confidential Information may be retained in the Receiving Party's files solely for archival purposes as a means of determining any continuing or surviving obligations under this Agreement. The confidential obligations under this Agreement shall survive this Agreement for a period of five (5) years.

11.2 Press Release. Either Party may disclose to third parties or make public statements, by press release or otherwise, regarding the existence of this Agreement, the identity of the Parties, the terms, conditions and subject matter of this Agreement, or otherwise in reference to this Agreement, provided such disclosures or statements are accurate and complete with respect to the subject matter thereof and the information disclosed therein.

11.3 Use of Name. Except as provided for under Section 11.2, neither Party shall use the other Party's name, logo or trademarks for any purpose including without limitation publicity or advertising, except with the prior written consent of the other Party.

12. Miscellaneous

12.1 Agency. Neither Party is, nor will be deemed to be, an employee, agent or representative of the other Party for any purpose. Each Party is an independent contractor, not an employee or partner of the other Party. Neither Party shall have the authority to

speak for, represent or obligate the other Party in any way without prior written authority from the other Party.

12.2 Entire Understanding. This Agreement embodies the entire understanding of the Parties with respect to the subject matter hereof and supersedes all previous communications, representations or understandings, and agreements, whether oral or written, between the Parties relating to the subject matter hereof.

12.3 Severability. The Parties hereby expressly state that it is not their intention to violate any applicable rule, law or regulation. If any of the provisions of this Agreement are held to be void or unenforceable with regard to any particular country by a court of competent jurisdiction, then, to the extent possible, such void or unenforceable provision shall be replaced by a valid and enforceable provision which will achieve as far as possible the economic business intentions of the Parties. The provisions held to be void or unenforceable shall remain, however, in full force and effect with regard to all other countries. All other provisions of this Agreement shall remain in full force and effect.

12.4 Notices

(a) Any notice or other communication to be given under this Agreement, unless otherwise specified, shall be in writing and shall be deemed to have been provided when delivered to the addressee at the address listed below (i) on the date of delivery if delivered in person or (ii) three days after mailing by registered or certified mail, postage paid:

In the case of Gilead:

Gilead Sciences, Inc.
333 Lakeside Drive
Foster City, CA 94404
U.S.A.
Attention: Head of GPS
Facsimile: (650) 522-5537

With a copy to:

Gilead Sciences, Inc.
333 Lakeside Drive
Foster City, CA 94404
U.S.A.
Attention: General Counsel
Facsimile: (650) 522-5537

In the case of Licensee:

[_____]

(b) Attention: General Counsel Either Party may change its address for communications by a notice in writing to the other Party in accordance with this Section 12.4.

12.5 Governing Law. This Agreement is made in accordance with and shall be governed and construed under the laws of the state of New York, USA without regard to its choice of law principles.

12.6 Arbitration

(a) All disputes arising out of or in connection with the present Agreement shall be finally settled under the Comprehensive Rules and Procedures of JAMS by three (3) arbitrators.

(b) Each Party shall nominate one arbitrator for the approved list of neutrals provided by JAMS. Should the claimant fail to appoint an arbitrator in the Request for Arbitration within thirty (30) days of being requested to do so, or if the respondent should fail to appoint an arbitrator in its Answer to the Request for Arbitration within thirty (30) days of being requested to do so, the other Party shall request the JAMS Court to make such appointment. JAMS shall appoint the third arbitrator.

(c) New York City, New York shall be the seat of the arbitration. [Note: We can also accept London, England]

(d) The language of the arbitration shall be English. Documents submitted in the arbitration (the originals of which are not in English) shall be submitted together with an English translation.

(e) This arbitration agreement does not preclude either Party seeking conservatory or interim measures from any court of competent jurisdiction including, without limitation, the courts having jurisdiction by reason of either Party's domicile. Conservatory or interim measures sought by either Party in any one or more jurisdictions shall not preclude the Arbitral Tribunal granting conservatory or interim measures. Conservatory or interim measures sought by either Party before the Arbitral Tribunal shall not preclude any court of competent jurisdiction granting conservatory or interim measures.

(f) In the event that any issue shall arise which is not clearly provided for in this arbitration agreement the matter shall be resolved in accordance with the JAMS.

12.7 Assignment. Gilead is entitled to transfer and assign this Agreement and the rights and obligations under this Agreement with notice to Licensee. Licensee is not

entitled to transfer or assign this Agreement or the rights and obligations under this Agreement.

12.8 Amendment. No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed by both Parties.

END OF PAGE

[signatures appear on following page]

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

GILEAD:

Gilead Sciences, Inc.

By _____
Name: Brett Pletcher
Title: EVP, Corporate Affairs & General Counsel

LICENSEE:

[_____]

By _____
Name:
Title:

Appendix 1
Territory

1. Afghanistan
2. Algeria
3. Angola
4. Anguilla
5. Antigua and Barbuda
6. Armenia
7. Aruba
8. Azerbaijan
9. Bahamas, The
10. Bangladesh
11. Barbados
12. Belarus
13. Belize
14. Benin
15. Bermuda
16. Bhutan
17. Botswana
18. British Virgin Islands
19. Burkina Faso
20. Burundi
21. Cambodia
22. Cameroon
23. Cape Verde
24. Cayman Islands
25. Central African Republic
26. Chad
27. Comoros
28. Congo, Rep
29. Congo, Dem. Rep. of the
30. Cook Islands
31. Costa Rica
32. Côte d'Ivoire
33. Cuba
34. Curacao
35. Djibouti
36. Dominica
37. Dominican Republic
38. Egypt
39. El Salvador
40. Equatorial Guinea
41. Eritrea
42. Eswatini (Swaziland)
43. Ethiopia
44. Fiji
45. Gabon
46. Gambia
47. Georgia
48. Ghana
49. Grenada
50. Guatemala
51. Guinea
52. Guinea-Bissau
53. Guyana
54. Haiti
55. Honduras
56. India
57. Indonesia
58. Jamaica
59. Kazakhstan
60. Kenya
61. Kiribati
62. Kyrgyzstan
63. Lao, People's Dem. Rep.
64. Lesotho
65. Liberia
66. Libya
67. Madagascar
68. Malawi
69. Maldives
70. Mali
71. Marshall Islands
72. Mauritania
73. Mauritius
74. Micronesia
75. Moldova
76. Mongolia
77. Montserrat
78. Morocco
79. Mozambique
80. Myanmar
81. Namibia
82. Nauru
83. Nepal
84. Nicaragua
85. Niger
86. Nigeria
87. North Korea
88. Pakistan
89. Palau
90. Panama
91. Papua NewGuinea
92. Philippines
93. Rwanda
94. Samoa
95. São Tomé and Príncipe
96. Senegal
97. Seychelles
98. Sierra Leone
99. Sint Maarten
100. Solomon Islands
101. Somalia
102. South Africa
103. South Sudan
104. Sri Lanka
105. St. Kitts and Nevis
106. St. Lucia
107. St. Vincent and the Grenadines
108. Sudan
109. Surinam
110. Tajikistan
111. Tanzania, U. Rep. of
112. Thailand
113. Timor-Leste
114. Togo
115. Tonga
116. Trinidad & Tobago
117. Tunisia
118. Turkmenistan
119. Turks & Caicos
120. Tuvalu
121. Uganda

122. Ukraine
123. Uzbekistan
124. Vanuatu
125. Vietnam
126. Zambia
127. Zimbabwe

Appendix 2-A
Manufacturing Patents

TITLE: 1' SUBSTITUTED CARBA-NUCLEOSIDE ANALOGS FOR ANTIVIRAL TREATMENT

Country	Status	Application No.	File Date	Patent No.	Issue Date
AL	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
AL	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
AM	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
AP	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
AR	Granted	P090101420	22-Apr-2009	AR071395B1	27-Apr-2017
AR	Published	20170100362	14-Feb-2017		
AT	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
AT	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
AU	Granted	2009240642	22-Apr-2009	2009240642	12-Dec-2013
AU	Granted	2013216595	22-Apr-2009	2013216595	10-Nov-2016
AU	Granted	2016250419	22-Apr-2009	2016250419	22-Nov-2018
AZ	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
BA	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
BA	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
BE	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
BE	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
BF	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
BG	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
BG	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
BJ	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
BR	Published	PI0910455-0	22-Apr-2009		
BW	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
BY	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
CA	Granted	2722177	22-Apr-2009	2722177	16-Aug-2016
CF	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
CG	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
CH	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
CH	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
CI	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
CM	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
CN	Granted	200980114224.2	22-Apr-2009	ZL200980114224.2	24-Sep-2014
CN	Granted	201410408008.1	22-Apr-2009	ZL2014104080081	23-Jun-2017
CY	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
CY	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
CZ	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
CZ	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
DE	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
DE	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
DK	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
DK	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018

TITLE: 1' SUBSTITUTED CARBA-NUCLEOSIDE ANALOGS FOR ANTIVIRAL TREATMENT

Country	Status	Application No.	File Date	Patent No.	Issue Date
EA	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
EE	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
EE	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
EP	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
EP	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
ES	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
ES	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
FI	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
FI	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
FR	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
FR	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
GA	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
GB	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
GB	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
GH	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
GM	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
GN	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
GQ	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
GR	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
GR	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
GW	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
HK	Granted	11106883.4	22-Apr-2009	1152709	23-Oct-2015
HK	Granted	16104808.6	22-Apr-2009	1216750	22-Jun-2018
HR	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
HR	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
HU	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
HU	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
ID	Granted	W00201003923	22-Apr-2009	IDP000034534	09-Sep-2013
IE	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
IE	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
IL	Granted	208515	22-Apr-2009	208515	22-Jul-2016
IN	Granted	7068/DELNP/2010	22-Apr-2009	275967	27-Sep-2016
IS	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
IS	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
IT	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
IT	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
JP	Granted	2011-506435	22-Apr-2009	5425187	06-Dec-2013
KE	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
KG	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
KR	Granted	10-2010-7026178	22-Apr-2009	10-1681559	25-Nov-2016
KR	Granted	10-2016-7033059	22-Apr-2009	10-1856404	02-May-2018
KZ	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
LR	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
LS	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015

TITLE: 1' SUBSTITUTED CARBA-NUCLEOSIDE ANALOGS FOR ANTIVIRAL TREATMENT

Country	Status	Application No.	File Date	Patent No.	Issue Date
LT	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
LT	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
LU	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
LU	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
LV	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
LV	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
MC	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
MC	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
MD	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
ME	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
MK	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
MK	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
ML	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
MO	Granted	J/002743	22-Apr-2009	J/002723	14-Nov-2017
MR	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
MT	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
MT	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
MW	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
MX	Granted	MX/a/2010/011661	22-Apr-2009	300523	21-Jun-2012
MZ	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
NA	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
NE	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
NL	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
NL	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
NO	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
NO	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
NZ	Granted	588400	22-Apr-2009	588400	11-Dec-2012
OA	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
PL	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
PL	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
PT	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
PT	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
RO	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
RO	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
RS	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
RS	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
RU	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
SD	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
SE	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
SE	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
SG	Granted	201007289-0	22-Apr-2009	165552	31-May-2013
SI	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
SI	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
SK	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015

TITLE: 1' SUBSTITUTED CARBA-NUCLEOSIDE ANALOGS FOR ANTIVIRAL TREATMENT

Country	Status	Application No.	File Date	Patent No.	Issue Date
SK	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
SL	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
SN	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
SZ	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
TD	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
TG	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
TH	Published	0901001785	22-Apr-2009		
TJ	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
TM	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
TR	Granted	09734175.4	22-Apr-2009	2268642	25-Feb-2015
TR	Granted	15155479.7	22-Apr-2009	2937350	10-Jan-2018
TW	Granted	98113324	22-Apr-2009	I401084	11-Jul-2013
TZ	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
UA	Granted	a201013029	22-Apr-2009	102687	12-Aug-2013
UG	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
US	Granted	12/428176	22-Apr-2009	8008264	30-Aug-2011
US	Granted	13/196117	02-Aug-2011	8318682	27-Nov-2012
US	Granted	13/649511	11-Oct-2012	8853171	07-Oct-2014
US	Granted	15/288271	07-Oct-2016	RE46762	27-Mar-2018
VN	Granted	1-2010-02653	22-Apr-2009	11483	10-Jun-2013
ZA	Granted	2010/07713	22-Apr-2009	2010/07713	27-Jul-2011
ZM	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
ZW	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015

TITLE: PROCESSES AND INTERMEDIATES FOR THE PREPARATION OF 1'-SUBSTITUTED CARBA-NUCLEOSIDE ANALOGS

Country	Status	Application No.	File Date	Patent No.	Issue Date
AL	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
AT	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
AU	Granted	2010295392	20-Sep-2010	2010295392	04-Feb-2016
BA	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
BE	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
BG	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
CA	Granted	2773773	20-Sep-2010	2773773	23-Apr-2019
CH	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
CN	Granted	201080041946.2	20-Sep-2010	ZL201080041946.2	10-Dec-2014
CY	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
CZ	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
DE	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
DK	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
EE	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
EP	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
ES	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
FI	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
FR	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013

TITLE: PROCESSES AND INTERMEDIATES FOR THE PREPARATION OF 1'-SUBSTITUTED CARBA-NUCLEOSIDE ANALOGS

Country	Status	Application No.	File Date	Patent No.	Issue Date
GB	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
GR	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
HK	Granted	13100696.2	20-Sep-2010	1173451	15-Nov-2013
HR	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
HU	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
IE	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
IL	Granted	218752	20-Sep-2010	218752	31-Oct-2015
IN	Published	3440/CHENP/2012	20-Sep-2010		
IS	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
IT	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
JP	Granted	2012-529963	20-Sep-2010	5767643	26-Jun-2015
KR	Granted	10-2012-7010074	20-Sep-2010	10-1848099	05-Apr-2018
LT	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
LU	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
LV	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
MC	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
ME	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
MK	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
MT	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
MX	Granted	MX/a/2012/003126	20-Sep-2010	312928	03-Sep-2013
NL	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
NO	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
NZ	Granted	599404	20-Sep-2010	599404	04-Jun-2014
PL	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
PT	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
RO	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
RS	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
SE	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
SI	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
SK	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
SM	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
TR	Granted	10757699.3	20-Sep-2010	2480559	03-Jul-2013
TW	Granted	099131868	20-Sep-2010	I483950	11-May-2015
US	Granted	12/886248	20-Sep-2010	10023600	17-Jul-2018
US	Published	16/011055	18-Jun-2018		

TITLE: METHODS FOR THE PREPARATION OF DIASTEROMERICALLY PURE PHOSPHORAMIDATE PRODRUGS

Country	Status	Application No.	File Date	Patent No.	Issue Date
AM	Granted	201390133	19-Jul-2011	025311	30-Dec-2016
AU	Granted	2011282241	19-Jul-2011	2011282241	12-Nov-2015
AZ	Granted	201390133	19-Jul-2011	025311	30-Dec-2016
BE	Granted	11743400.1	19-Jul-2011	2596004	10-Sep-2014
BY	Granted	201390133	19-Jul-2011	025311	30-Dec-2016
CA	Granted	2804375	19-Jul-2011	2804375	21-Aug-2018

TITLE: METHODS FOR THE PREPARATION OF DIASTEROMERICALLY PURE PHOSPHORAMIDATE PRODRUGS

Country	Status	Application No.	File Date	Patent No.	Issue Date
CH	Granted	11743400.1	19-Jul-2011	2596004	10-Sep-2014
DE	Granted	11743400.1	19-Jul-2011	2596004	10-Sep-2014
EA	Granted	201390133	19-Jul-2011	025311	30-Dec-2016
EP	Granted	11743400.1	19-Jul-2011	2596004	10-Sep-2014
ES	Granted	11743400.1	19-Jul-2011	2596004	10-Sep-2014
FR	Granted	11743400.1	19-Jul-2011	2596004	10-Sep-2014
GB	Granted	11743400.1	19-Jul-2011	2596004	10-Sep-2014
HK	Granted	13109787.3	19-Jul-2011	HK1182394	23-Jan-2015
IE	Granted	11743400.1	19-Jul-2011	2596004	10-Sep-2014
IL	Granted	224045	19-Jul-2011	224045	01-Nov-2016
IL	Granted	246704	19-Jul-2011	246704	30-Aug-2017
IT	Granted	11743400.1	19-Jul-2011	2596004	10-Sep-2014
JP	Granted	2013-520821	19-Jul-2011	5937073	20-May-2016
KG	Granted	201390133	19-Jul-2011	025311	30-Dec-2016
KR	Granted	10-2013-7003792	19-Jul-2011	10-1995598	26-Jun-2019
KR	Allowed	10-2019-7018279	19-Jul-2011		
KZ	Granted	201390133	19-Jul-2011	025311	30-Dec-2016
MD	Granted	201390133	19-Jul-2011	025311	30-Dec-2016
MX	Granted	MX/a/2013/000656	19-Jul-2011	327422	30-Jan-2015
NZ	Granted	606141	19-Jul-2011	606141	30-Jun-2015
PT	Granted	11743400.1	19-Jul-2011	2596004	10-Sep-2014
RU	Granted	201390133	19-Jul-2011	025311	30-Dec-2016
SG	Granted	201209569-1	19-Jul-2011	186831	17-May-2018
TJ	Granted	201390133	19-Jul-2011	025311	30-Dec-2016
TM	Granted	201390133	19-Jul-2011	025311	30-Dec-2016
TR	Granted	11743400.1	19-Jul-2011	2596004	10-Sep-2014
US	Granted	13/813886	25-Jun-2013	9090642	28-Jul-2015
US	Granted	14/746430	22-Jun-2015	9487544	08-Nov-2016

TITLE: METHODS AND COMPOUNDS FOR TREATING PARAMYXOVIRIDAE VIRUS INFECTIONS

Country	Status	Application No.	File Date	Patent No.	Issue Date
AM	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
AP	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	14-May-2015
AT	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
AU	Granted	2011280910	22-Jul-2011	2011280910	22-Oct-2015
AU	Granted	2017201230	22-Jul-2011	2017201230	15-Aug-2019
AU	Pending	2019208167	22-Jul-2011		
AZ	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
BA	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
BE	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
BF	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
BJ	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
BR	Pending	BR112013001553-5	22-Jul-2011		
BW	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015

TITLE: METHODS AND COMPOUNDS FOR TREATING PARAMYXOVIRIDAE VIRUS INFECTIONS

Country	Status	Application No.	File Date	Patent No.	Issue Date
BY	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
CA	Granted	2804840	22-Jul-2011	2804840	11-Sep-2018
CF	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
CG	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
CH	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
CI	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
CL	Allowed	00077-2013	22-Jul-2011	55830	
CM	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
CN	Granted	201180035776.1	22-Jul-2011	ZL201180035776.1	25-Nov-2015
CN	Granted	201510615482.6	22-Jul-2011	ZL2015106154826	13-Jul-2018
CO	Granted	13004212	22-Jul-2011	30767	14-Jun-2014
CR	Granted	2013-0073	22-Jul-2011	3704	01-Mar-2019
CR	Published	2017-0278	22-Jul-2011		
DE	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
EA	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
EG	Pending	69/2013	22-Jul-2011		
EP	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
ES	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
FR	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
GA	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
GB	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
GH	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
GM	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
GN	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
GQ	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
GR	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
GW	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
HK	Granted	13110926.3	22-Jul-2011	1183487	30-Jan-2015
HK	Granted	16109883.3	22-Jul-2011	1221657	06-Sep-2019
ID	Pending	W00201300690	22-Jul-2011		
IE	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
IL	Granted	224043	22-Jul-2011	224043	01-Sep-2016
IL	Granted	245348	22-Jul-2011	245348	01-Nov-2019
IN	Granted	1328/CHENP/2013	22-Jul-2011	319927	05-Sep-2019
IN	Published	201948034308	22-Jul-2011		
IT	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
JP	Granted	2013-520895	22-Jul-2011	5969471	15-Jul-2016
KE	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
KG	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
KR	Granted	10-2013-7004005	22-Jul-2011	10-1821680	18-Jan-2018
KR	Granted	10-2018-7001641	22-Jul-2011	10-1924765	27-Nov-2018
KZ	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
LR	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
LS	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015

TITLE: METHODS AND COMPOUNDS FOR TREATING PARAMYXOVIRIDAE VIRUS INFECTIONS

Country	Status	Application No.	File Date	Patent No.	Issue Date
MA	Granted	35665	22-Jul-2011	0034470	01-Aug-2013
MD	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
ME	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
ML	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
MO	Granted	J/003376	22-Jul-2011	J/003376	18-Dec-2018
MR	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
MW	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
MX	Granted	MX/a/2013/000744	22-Jul-2011	324279	09-Oct-2014
MZ	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
NA	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
NE	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
NL	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
NO	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
NZ	Granted	606156	22-Jul-2011	606156	01-May-2015
OA	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
PE	Granted	0120-2013/DIN	22-Jul-2011	8365	13-Jul-2017
PE	Published	001124-2017/DIN	22-Jul-2011		
PH	Granted	1-2013-500035	22-Jul-2011	1-2013-500035	28-Jul-2017
PL	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
PT	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
RU	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
SD	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
SE	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
SG	Granted	2012095683	22-Jul-2011	186830	24-Jul-2015
SI	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
SK	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
SL	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
SN	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
SZ	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
TD	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
TG	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
TH	Pending	1301000285	22-Jul-2011		
TJ	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
TM	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
TR	Granted	11743709.5	22-Jul-2011	2595980	03-Sep-2014
TZ	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
UA	Granted	a201302207	22-Jul-2011	111163	11-Apr-2016
UG	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
US	Granted	14/613719	04-Feb-2015	10065958	04-Sep-2018
US	Allowed	16/042085	23-Jul-2018		
VN	Pending	1-2012-03895	22-Jul-2011		
ZA	Granted	2013/00136	22-Jul-2011	2013/00136	25-Sep-2013
ZM	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
ZW	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015

TITLE: METHODS FOR TREATING FILOVIRIDAE VIRUS INFECTIONS

Country	Status	Application No.	File Date	Patent No.	Issue Date
AL	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
AM	Granted	201790597	29-Oct-2015	032239	30-Apr-2019
AP	Allowed	AP/P/2017/009868	29-Oct-2015		
AP	Pending	AP/P/2018/010631	29-Oct-2015		
AR	Published	20150103505	29-Oct-2015		
AR	Published	20170102926	29-Oct-2015		
AT	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
AT	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
AU	Granted	2015339223	29-Oct-2015	2015339223	08-Nov-2018
AU	Allowed	2018253483	29-Oct-2015		
AZ	Granted	201790597	29-Oct-2015	032239	30-Apr-2019
BA	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
BE	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
BE	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
BG	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
BG	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
BR	Pending	BR102015027413-0	28-Oct-2015		
BY	Granted	201790597	29-Oct-2015	032239	30-Apr-2019
CA	Allowed	2963832	29-Oct-2015		
CH	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
CH	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
CL	Published	201701040	29-Oct-2015		
CL	Published	201702693	29-Oct-2015		
CN	Published	201580059611.6	29-Oct-2015		
CO	Granted	NC2017/0003960	29-Oct-2015	34515	19-Sep-2018
CO	Granted	NC2018/0004954	29-Oct-2015	35258	22-May-2019
CR	Published	2017-0165	29-Oct-2015		
CR	Published	2017-0483	29-Oct-2015		
CY	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
CY	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
CZ	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
CZ	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
DE	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
DE	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
DK	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
DK	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
DO	Published	P-2017-0103	29-Oct-2015		
DO	Published	P-2017-0247	29-Oct-2015		
EA	Granted	201790597	29-Oct-2015	032239	30-Apr-2019
EA	Published	201990021	29-Oct-2015		
EE	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
EE	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
EG	Pending	704/2017	29-Oct-2015		
EP	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
EP	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020

TITLE: METHODS FOR TREATING FILOVIRIDAE VIRUS INFECTIONS

Country	Status	Application No.	File Date	Patent No.	Issue Date
EP	Pending	20152978.1	29-Oct-2015		
ES	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
ES	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
FI	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
FI	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
FR	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
FR	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
GB	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
GB	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
GC	Allowed	2015/30281	29-Oct-2015		
GC	Allowed	2015/36426	29-Oct-2015		
GC	Pending	2015/38235	29-Oct-2015		
GR	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
GR	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
GT	Published	A2017-84	29-Oct-2015		
GT	Pending	A2017-84A	29-Oct-2015		
HK	Published	18102308.3	29-Oct-2015		
HK	Granted	18101908.9	29-Oct-2015	1242569	02-Aug-2019
HK	Published	19119408.3	29-Oct-2015		
HR	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
HR	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
HU	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
HU	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
ID	Pending	P00201703424	29-Oct-2015		
IE	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
IE	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
IL	Granted	251707	29-Oct-2015	251707	01-Apr-2020
IN	Granted	201727012821	29-Oct-2015	332280	18-Feb-2020
IS	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
IS	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
IT	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
IT	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
JP	Granted	2017-520938	29-Oct-2015	6220484	06-Oct-2017
JP	Published	2017-111470	25-Oct-2015		
JP	Pending	2020-23613	29-Oct-2015		
KG	Granted	201790597	29-Oct-2015	032239	30-Apr-2019
KR	Granted	10-2017-7014042	29-Oct-2015	10-18822348	19-Jan-2018
KR	Pending	10-2017-7014110	29-Oct-2015		
KZ	Granted	201790597	29-Oct-2015	032239	30-Apr-2019
LT	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
LT	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
LU	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
LU	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
LV	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
LV	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020

TITLE: METHODS FOR TREATING FILOVIRIDAE VIRUS INFECTIONS

Country	Status	Application No.	File Date	Patent No.	Issue Date
MA	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
MA	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
MC	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
ME	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
MK	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
MT	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
MX	Pending	MX/a/2017/005250	29-Oct-2015		
MY	Pending	PI2017701244	29-Oct-2015		
NG	Granted	NG/PT/C/2017/2222	29-Oct-2015	1061	22-May-2017
NG	Granted	NG/PT/C/2018/2910	29-Oct-2015	010209	30-May-2019
NL	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
NL	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
NO	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
NO	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
NZ	Granted	730809	29-Oct-2015	730809	04-Jan-2019
NZ	Pending	745328	29-Oct-2015		
PA	Pending	91607-01	29-Oct-2015		
PA	Pending	91607-02	29-Oct-2015		
PE	Published	000745-2017/DIN	29-Oct-2015		
PE	Published	002319-2017/DIN	29-Oct-2015		
PH	Pending	1-2017-500631	29-Oct-2015		
PL	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
PL	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
PT	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
PT	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
RO	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
RO	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
RS	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
RU	Granted	201790597	29-Oct-2015	032239	30-Apr-2019
SA	Pending	517381419	29-Oct-2015		
SE	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
SE	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
SG	Pending	11201702904R	29-Oct-2015		
SI	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
SI	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
SK	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
SK	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
SM	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
TH	Published	1701002360	29-Oct-2015		
TJ	Granted	201790597	29-Oct-2015	032239	30-Apr-2019
TM	Granted	201790597	29-Oct-2015	032239	30-Apr-2019
TR	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
TR	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
TW	Granted	104135247	27-Oct-2015	I687432	11-Mar-2020
TW	Pending	109109475	27-Oct-2015		

TITLE: METHODS FOR TREATING FILOVIRIDAE VIRUS INFECTIONS

Country	Status	Application No.	File Date	Patent No.	Issue Date
UA	Allowed	a201703584	29-Oct-2015		
UA	Pending	A201912217	29-Oct-2015		
US	Granted	14/926062	29-Oct-2015	9724360	08-Aug-2017
US	Granted	15/246240	24-Aug-2016	9949994	24-Apr-2018
US	Granted	15/902690	22-Feb-2018	10251898	09-Apr-2019
US	Allowed	16/274049	12-Feb-2019		
VN	Pending	1-2017-01640	29-Oct-2015		
ZA	Granted	2017/02852	29-Oct-2015	2017/02852	27-Jun-2018
ZA	Granted	2018/00414	29-Oct-2015	2018/00414	30-Oct-2019

TITLE: METHODS FOR THE PREPARATION OF RIBOSIDES

Country	Status	Application No.	File Date	Patent No.	Issue Date
AU	Granted	2015339222	29-Oct-2015	2015339222	07-Mar-2019
AU	Pending	2019201232	29-Oct-2015		
CN	Published	201580059613.5	29-Oct-2015		
EP	Published	15801008.2	29-Oct-2015		
HK	Published	17113103.8	29-Oct-2015		
HK	Published	18101903.4	29-Oct-2015		
IN	Published	201717012502	29-Oct-2015		
JP	Granted	2017-520934	29-Oct-2015	6487547	01-Mar-2019
JP	Granted	2018-129006	29-Oct-2015	6671424	05-Mar-2020
JP	Pending	2020-38878	29-Oct-2015		
KR	Pending	10-2017-7014043	29-Oct-2015		
NZ	Granted	730803	29-Oct-2015	730803	04-Jan-2019
TW	Allowed	104135248	27-Oct-2015		
US	Allowed	14/926063	29-Oct-2015		
US	Pending	16/692966	22-Nov-2019		

TITLE: CRYSTALLINE FORMS OF (S)-2-ETHYLBUTYL 2-(((S)-(((2R,3S,4R,5R)-5-(4-AMINOPYRROLO[2,1-F] [1,2,4]TRIAZIN-7-YL)-5-CYANO-3,4-DIHYDROXYTETRAHYDROFURAN-2-YL)METHOXY)(PHENOXY) PHOSPHORYL)AMINO)PROPANOATE

Country	Status	Application No.	File Date	Patent No.	Issue Date
AU	Pending	2018262501	27-Apr-2018		
CA	Published	3059777	27-Apr-2018		
CN	Published	201880028988.9	31-Oct-2019		
EP	Published	18724731.7	27-Apr-2018		
HK	Pending	62020006146.8	27-Apr-2018		
IN	Published	201917048029	27-Apr-2018		
JP	Pending	2019-559276	27-Apr-2018		
KR	Pending	10-2019-7035027	27-Apr-2018		
TW	Published	107114705	30-Apr-2018		
US	Published	15/964597	27-Apr-2018		

TITLE: COMPOSITIONS COMPRISING AN RNA POLYMERASE INHIBITOR AND CYCLODEXTRIN FOR TREATING VIRAL INFECTIONS

Country	Status	Application No.	File Date	Patent No.	Issue Date
CA	Pending		10-Jul-2018		
CN	Pending	201880058767.6	10-Jul-2018		
EP	Published	18746497.9	10-Jul-2018		
US	Allowed	16/031620	10-Jul-2018		

TITLE: METHODS OF PREPARING 1'-CYANO NUCLEOSIDES

Country	Status	Application No.	File Date	Patent No.	Issue Date
US	Pending	62/988661	12-Mar-2020		

Appendix 2-B
Product Patents

For purposes of this Appendix 2, references to "PCT,"OAPI," "EAPO," "ARIPO," "GCC" and other regions or areas shall not be construed or interpreted to grant rights to Licensee in any country other than those countries expressly included within the licenses granted to Licensee in Section 2.1 of this Agreement.

TITLE: 1' SUBSTITUTED CARBA-NUCLEOSIDE ANALOGS FOR ANTIVIRAL TREATMENT

Country	Status	Application No.	File Date	Patent No.	Issue Date
AM	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
AZ	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
BF	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
BJ	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
BW	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
BY	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
CF	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
CG	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
CM	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
GA	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
GH	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
GM	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
GN	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
GQ	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
GW	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
ID	Granted	W00201003923	22-Apr-2009	IDP000034534	09-Sep-2013
IN	Granted	7068/DELNP/2010	22-Apr-2009	275967	27-Sep-2016
KE	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
KG	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
KZ	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
LR	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
LS	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
MD	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
ML	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
MR	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
MW	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
MZ	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
NA	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
NE	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
SD	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
SL	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
SN	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
SZ	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
TD	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
TG	Granted	1201000353	22-Apr-2009	15587	28-Sep-2012
TH	Published	0901001785	22-Apr-2009		

TITLE: 1' SUBSTITUTED CARBA-NUCLEOSIDE ANALOGS FOR ANTIVIRAL TREATMENT

Country	Status	Application No.	File Date	Patent No.	Issue Date
TJ	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
TM	Granted	201071170	22-Apr-2009	020659	30-Dec-2014
TZ	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
UA	Granted	a201013029	22-Apr-2009	102687	12-Aug-2013
UG	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
VN	Granted	1-2010-02653	22-Apr-2009	11483	10-Jun-2013
ZA	Granted	2010/07713	22-Apr-2009	2010/07713	27-Jul-2011
ZM	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015
ZW	Granted	AP/P/2010/005414	22-Apr-2009	0003237	22-Apr-2015

TITLE: METHODS AND COMPOUNDS FOR TREATING PARAMYXOVIRIDAE VIRUS INFECTIONS

Country	Status	Application No.	File Date	Patent No.	Issue Date
AM	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
AZ	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
BF	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
BJ	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
BW	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
BY	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
CF	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
CG	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
CM	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
CR	Granted	2013-0073	22-Jul-2011	3704	01-Mar-2019
CR	Published	2017-0278	22-Jul-2011		
EG	Pending	69/2013	22-Jul-2011		
GA	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
GH	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
GM	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
GN	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
GQ	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
GW	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
ID	Pending	W00201300690	22-Jul-2011		
IN	Granted	1328/CHENP/2013	22-Jul-2011	319927	05-Sep-2019
IN	Published	201948034308	22-Jul-2011		
KE	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
KG	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
KZ	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
LR	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
LS	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
MA	Granted	35665	22-Jul-2011	0034470	01-Aug-2013
MD	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
ML	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
MR	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
MW	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015

TITLE: METHODS AND COMPOUNDS FOR TREATING PARAMYXOVIRIDAE VIRUS INFECTIONS

Country	Status	Application No.	File Date	Patent No.	Issue Date
MZ	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
NA	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
NE	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
PH	Granted	1-2013-500035	22-Jul-2011	1-2013-500035	28-Jul-2017
SD	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
SL	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
SN	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
SZ	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
TD	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
TG	Granted	1201300013	22-Jul-2011	16300	23-Apr-2015
TH	Pending	1301000285	22-Jul-2011		
TJ	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
TM	Granted	201390152	22-Jul-2011	025252	30-Dec-2016
TZ	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
UA	Granted	a201302207	22-Jul-2011	111163	11-Apr-2016
UG	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
VN	Pending	1-2012-03895	22-Jul-2011		
ZA	Granted	2013/00136	22-Jul-2011	2013/00136	25-Sep-2013
ZM	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015
ZW	Granted	AP/P/2013/006680	22-Jul-2011	AP3269	29-May-2015

TITLE: METHODS FOR TREATING FILOVIRIDAE VIRUS INFECTIONS

Country	Status	Application No.	File Date	Patent No.	Issue Date
AM	Granted	201790597	29-Oct-2015	032239	30-Apr-2019
AZ	Granted	201790597	29-Oct-2015	032239	30-Apr-2019
BY	Granted	201790597	29-Oct-2015	032239	30-Apr-2019
CR	Published	2017-0165	29-Oct-2015		
CR	Published	2017-0483	29-Oct-2015		
DO	Published	P-2017-0247	29-Oct-2015		
DO	Published	P-2017-0103	29-Oct-2015		
EG	Pending	704/2017	29-Oct-2015		
GT	Published	A2017-84	29-Oct-2015		
GT	Pending	A2017-84A	29-Oct-2015		
ID	Pending	P00201703424	29-Oct-2015		
IN	Granted	201727012821	29-Oct-2015	332280	18-Feb-2020
MA	Granted	18167340.1	29-Oct-2015	3366295	22-Jan-2020
MA	Granted	15797205.0	29-Oct-2015	3212174	16-May-2018
NG	Granted	NG/PT/C/2017/2222	29-Oct-2015	1061	22-May-2017
NG	Granted	NG/PT/C/2018/2910	29-Oct-2015	010209	30-May-2019
PA	Pending	91607-01	29-Oct-2015		
PA	Pending	91607-02	29-Oct-2015		
PH	Pending	1-2017-500631	29-Oct-2015		
TH	Published	1701002360	29-Oct-2015		

TITLE: METHODS FOR TREATING FILOVIRIDAE VIRUS INFECTIONS

Country	Status	Application No.	File Date	Patent No.	Issue Date
UA	Allowed	a201703584	29-Oct-2015		
UA	Pending	A201912217	29-Oct-2015		
VN	Pending	1-2017-01640	29-Oct-2015		
ZA	Granted	2017/02852	29-Oct-2015	2017/02852	27-Jun-2018
ZA	Granted	2018/00414	29-Oct-2015	2018/00414	30-Oct-2019

Appendix 3

Terms for Technology Transfer

Gilead will make the following information available to Licensee in accordance with Section 5.5 to fully enable Licensee to manufacture RDV and Product, as applicable, at commercial-scale quantities and in compliance with Gilead's required quality specifications:

1. Manufacturing process descriptions, specifications and methods;
2. Stability data;
3. Analytical method validation; and
4. Discussion of impurities.