LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("***Agreement***"), dated as of July 6th, 2015 (the "***Effective Date***") is entered into by and between ImmunoVaccine Technologies, Inc., a corporation organized under the laws of Canada with its principal place of business at 1344 Summer Street, Suite 412, Halifax, Nova Scotia, B3H 0A8, Canada ("***IMV***"), and PharmAthene, Inc., a corporation organized under the laws of Delaware with its principal place of business located at One Park Place, Suite 450, Annapolis, MD 21401 ("***PTHN***"). IMV and PTHN will be referred to individually as a "***Party***" and, collectively, as the "***Parties***".

WHEREAS, IMV owns all right, title and interest in and to vaccine enhancement platforms known as "DepoVax" as more particularly described below and all associated Intellectual Property Rights;

WHEREAS, PTHN is developing vaccines against Anthrax incorporating a recombinant protective antigen ("rPA-based Vaccine") and owns or controls associated Intellectual Property Rights;

WHEREAS, PTHN desires to acquire an exclusive, worldwide license to the IMV Patent Rights and IMV Know How, with the right to sublicense, for use in the Field (as defined below).

WHEREAS, IMV desires to grant such licenses to PTHN pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and agreements provided herein, and intending to become legally bound, PTHN and IMV hereby agree as follows:

Section 1. DEFINITIONS.

For purposes of this Agreement, the following definitions shall be applicable:

1.1 "***Action***" has the meaning set forth in Section 7.2(b) below.

1.2 "***Affiliate***" means any entity directly or indirectly controlled by, controlling, or under common control with, a Party to this Agreement, but only for so long as such control shall continue. For purposes of this definition, "control" (including, with correlative meanings, "controlled by", "controlling" and "under common control with") means possession, direct or indirect, of (a) the power (shared or otherwise) to direct or cause direction of the management and policies of an entity (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise), or (b) at least 50% of the voting securities (whether directly or pursuant to any option, warrant or other similar arrangement) or other comparable equity interests.

1.3 "***Annual Fee"*** shall have the meaning set forth in Section 4.2.

1.4 "***Application***" shall have the meaning set forth in Section 8.5(iii).

1.5 "***BLA***" means a biologic license application filed in accordance with 42 U.S.C. §262, as may be amended, or its foreign equivalent, for a license to market and sell a Licensed Product prepared in accordance with the requirements of the applicable regulatory authority.

1.6 "***Budget***" shall have the meaning given to it in Section 3.3 hereof.

1.7 "***Business Day***" means a day other than a Saturday, Sunday, bank or other public holiday in the United States.

1.8 "***Clinical Trial***" means that any human clinical trial utilizing IMV's DepoVax platform to investigate potential rPA-based Vaccines against Anthrax infections.

1.9 "***Combination Product***" means a Licensed Product that is packaged with other products or product components which have commercial utility other than use in combination with the Licensed Product.

1.10 "***Commercially Reasonable Efforts***" means the level of efforts commonly used to carry out such obligation in a sustained manner consistent with the efforts a similarly situated biopharmaceutical company or pharmaceutical company, as the case may be, devotes to a product of similar market potential, profit potential likelihood of regulatory approval, strategic value, and other relevant factors resulting from its own research efforts, based on conditions then prevailing. Commercially Reasonable Efforts shall be determined on a market-by-market basis for a particular product, and it is anticipated that the level of effort may change over time, reflecting changes in the status of the product and the market involved.

1.11 "***Confidential Information***" means any and all information exchanged during the term of this Agreement in any medium, written or otherwise, between the Parties that either (i) is conspicuously marked as being confidential (or, if transmitted orally, the information is subsequently summarized in a writing conspicuously marked as being confidential) or (ii) a reasonable person would identify as being of a confidential or proprietary nature. For the avoidance of doubt, the term "Confidential Information" includes (1) data, materials, technical and economic information, marketing strategies, trade secrets, customer lists, know-how, ideas, discoveries, inventions, improvements, specifications, instructions and software (including source code) disclosed or provided, directly or indirectly, by, or on behalf of, either Party under this Agreement to the other Party during the term of this Agreement and (2) the existence of this Agreement and any other agreement between the Parties.

1.12 "***Controlling Party***" has the meaning set forth in Section 7.3(c).

1.13 "***Development Plan***" shall have the meaning given to it in Section 3.2.

1.14 "***Disclosing Party***" shall mean the Party disclosing information to the other Party. For the avoidance of doubt, either Party to this Agreement may be the Disclosing Party under this Agreement.

1.15 "***Effective Date***" means the date given in the first paragraph of this Agreement.

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

1.17 "***Field***" means the prophylaxis or treatment of infection by Bacillus anthracis ("***Anthrax***").

1.18 "***First Commercial Sale***" means, with respect to each of the Licensed Products, the first sale by PTHN, its Affiliates or its sublicensee to a Third Party following receipt of Marketing Authorization for such Licensed Product in the country of sale.

1.19 "***GAAP***" shall mean U.S. generally accepted accounting principles, consistently applied through all the periods at issue.

1.20 "***Governmental Authority***" means any duly authorized court, tribunal, arbitrator, agency, department, commission, official or other instrumentality of any federal, state, province, county, city or other political subdivision, domestic or foreign including any governmental, regulatory, or administrative authority (including stock exchange).

1.21 "***IMV Improvement***" means (a) any modification or improvement of IMV Intellectual Property that performs the same function as DepoVax but (i) does so in a better or more economical way (including by reason of better quality, ease of use, efficacy, safety or performance); (ii) has a longer shelf or service life; (iii) has additional or broader functions or applicability; (iv) costs less to manufacture, package, distribute or otherwise commercialize; (v) has a better appearance; or (vi) is more marketable for any reason, than the DepoVax; or (b) any enhancement or modification to the technology that is the subject of the IMV Patent Rights, including any IMV Development Plan Improvements and IMV Inventions; provided that under no circumstance shall an IMV Improvement be deemed to include a new adjuvant consisting of a new chemical entity or new biological material developed by, or on behalf of, IMV that is distinct from DepoVax.

1.22 "***IMV Patent Rights***" means those Patents controlled by IMV that cover DepoVax and which are listed in Schedule A, attached hereto.

1.23 "***DepoVax***" means IMV's propriety patented vaccine delivery formation that provided controlled and prolonged exposure of antigens plus adjuvant to the immune system.

1.24 "***IMV Indemnitees***" shall have the meaning set forth in Section 11.1.

1.25 "***IMV Intellectual Property***" means DepoVax, IMV Patent Rights and IMV Know-How.

1.26 "***IMV Inventions***" shall have the meaning set forth in Section 3.7 below.

1.27 **"*IMV Development Plan Improvements*"** shall have the meaning set forth in Section 3.7 below.

1.28 **"*IMV Know-how*"** means all Know-how that are in the possession or control of IMV, are specific to DepoVax, and are useful for researching, developing, manufacturing and/or commercializing Licensed Products.

1.29 "***Intellectual Property Rights***" means any intellectual and industrial property rights of whatever nature anywhere in the world, whether recorded or registered in any manner, or otherwise, including without limiting the generality of the foregoing, Patents, Know-how, and/or trade secrets and any rights to apply for any of the foregoing, and any other rights of a similar nature arising anywhere in the world.

1.30 "***Inventions***" means any and all ideas, concepts, methods, procedures, processes, inventions and discoveries, whether or not patentable, that are conceived or reduced to practice during the Term of this Agreement.

1.31 "***Jointly Owned Inventions***" shall have the meaning set forth in Section 3.7 below.

1.32 "***Know-how***" means all materials, and technical or other information which is not in the public domain, including but not limited to all ideas, discoveries, concepts, inventions, models, specifications, data, formulae, processes and procedures, techniques and the like which are secret, substantial and identifiable.

1.33 *"**License**"* shall mean the license granted under Section 2.1 of this Agreement.

1.34 "***Licensed Product(s)***" shall mean any rPA-based Vaccine for use in the Field the manufacture or sale of which uses any of the IMV Intellectual Property.

1.35 "***Losses****"* shall have the meaning set forth in Section 11.1.

1.36 "***Milestone Event***" shall have the meaning given to it in Section 4.3.

1.37 *"**Milestone Payment(s)**"* shall have the meaning given to it in Section 4.3.

1.38 "***Marketing Authorization***" means the requisite governmental approval by the Food and Drug Administration or any successor agency for the marketing and sale of a Licensed Product in the United States or by an equivalent foreign agency for marketing and sale in such country.

1.39 "***Net Sales***" means the arms-length gross sales by PTHN, its Affiliates and sublicensees of Licensed Product to third parties, less

(i) bad debts actually written off related to the Licensed Product;

(ii) any rebates, quantity, trade and cash discounts, and other usual and customary discounts to customers granted and taken in the ordinary course of business;

(iii) retroactive price reductions, allowances, charge backs, rebates, adjustments and amounts repaid or credited by reason of rejections or returns of a Licensed Product (including returns of a Licensed Product by reason of a Licensed Product recall or damaged or defective goods);

(iv) costs of transportation and insurance, delivery charges;

(v) compulsory payments and rebates, actually paid or deducted;

(vi) customs duties and other governmental charges, as well as sales, use, excise, inventory, value added, and other taxes, related to the sale of a Licensed Product (and not reimbursed); and

(vii) payments, discounts, rebates, fees, reimbursements or similar payments granted to managed health care organizations or federal, state or local governments, all to the extent such deduction has not been reimbursed or recovered.

Net Sales shall be determined from books and records maintained in accordance with GAAP.

Net Sales for a Combination Product shall be calculated [redacted]. **[Method of calculation redacted for competitive reasons.]**

Where a Licensed Product is sold as part of a Combination Product containing a Licensed Product and one or more other product components, and one or both of the Licensed Product and/or such other product components is not sold alone in the same country, Net Sales shall be calculated equitably as agreed upon by PTHN and IMV such that such selling price reflects the relative contribution of the Licensed Product to the total selling price of the Combination Product.

1.40 "***Patents***" means (a) any patent or patent application, author certificate, inventor certificate, utility model and all foreign counterparts of the same and including all divisions, renewals, continuations, continuations-in-part, extensions, reissues, substitutions, confirmations, registrations, revalidations, and additions of or to any of the same, as well as any supplemental protection certificate or any like form of protection and including the right to apply for any of the same arising anywhere in the world and (b) any patents issuing from any applications filed after the Effective Date and that claim priority from any of the patents or patent applications identified in subsection (a) or from which any of the patents or patent applications identified in subsection (a) claim priority.

1.41 "***Phase I Clinical Trial***" shall mean that portion of the clinical development program as required by the FDA-approval process which provides for the first introduction into humans of a Licensed Product with the purpose of determining human toxicity, metabolism, absorption, elimination and other pharmacological activities.

1.42 "***Phase II Clinical Trial***" shall mean that portion of the clinical development program as required by the FDA-approval process following completion of at least one Phase I Clinical Trial which provides for controlled human clinical trials of the Licensed Product in a larger group of individuals to generate safety, dose ranging and efficacy data.

1.43 "***Pivotal Clinical Trial***" shall mean the final human clinical trial which, if the defined end-points are met, will constitute sufficient basis of human clinical data for receipt of Marketing Authorization in the United States.

1.44 "***PTHN Know-how***" means all Know-how in the possession or control of PTHN that are specific to rPA-based Vaccines, and are useful for researching, developing, manufacturing and/or commercializing Licensed Products.

1.45 "***PTHN Inventions***" shall have the meaning set forth in Section 3.7 below.

1.46 "***PTHN Improvements***" shall have the meaning set forth in Section 3.7 below.

1.47 "***PTHN Indemnitees***" shall have the meaning set forth in Section 11.2.

1.48 "***PTHN Intellectual Property***" shall mean (a) those Patents controlled by PTHN that cover rPA-Based Vaccines and (b) PTHN Know-How.

1.49 "***Quarter***" means each three-month period commencing on the 1st of January, 1st of April, 1st of July and 1st of October.

1.50 "***Receiving Party***" shall mean the Party receiving information from the other Party under this Agreement.

1.51 "***rPA***" shall mean a highly purified protein, Anthrax Protective Antigen, which is produced recombinantly from an organism or a cell.

1.52 "***Royalty Term***" will be determined on a country-by-country basis and means the period beginning upon the Effective Date and until PTHN no long sells Licensed Product.

1.53 "***Royalty***" shall mean the payment specified in Section 4.4.

1.54 "***Services Agreement***" shall have the meaning given to it in Section 3.3.

1.55 "***Term***" has the meaning set forth in Section 10.1.

1.56 "***Territory***" means the entire world.

1.57 ***"Third Party"*** means any entity other than PTHN or IMV or their respective Affiliates.

1.58 "***Third Party IP Action***" has the meaning set forth in Section 7.3(a).

1.59 "***Valid Claim***" means any claim from an issued and unexpired Patent within the IMV Patent Rights which has not been revoked or held unenforceable or invalid by a final, nonappealable decision of a court or other Governmental Authority of competent jurisdiction or unappealed within the time allowable for appeal, and which has not been admitted to be invalid or unenforceable by IMV through reissue, disclaimer or otherwise.

1.60 "***VWAP***" is the volume-weighted average price ratio of the value traded to total volume traded over a particular time horizon.

Section 2. LICENSE RIGHTS.

2.1 Exclusive License Grant. Subject to the terms and conditions of this Agreement, IMV hereby grants to PTHN an exclusive (even as to IMV) license, with the right to grant sublicenses, under the IMV Intellectual Property, to research, develop, use, make, have made, sell, have sold, import or otherwise transfer Licensed Products in the Field and in the Territory during the Term.

2.2 Obligations of PTHN. During the Term of this Agreement, in addition to those requirements set forth in Section 6 (Diligence Requirements) and elsewhere in this Agreement, PTHN shall use Commercially Reasonable Efforts to develop and commercialize Licensed Products during the Term. On each annual anniversary of the Effective Date of this Agreement, PTHN shall provide a written report to IMV detailing its development and commercialization efforts.

2.3 Rights to Biologics Master File (BMF) Cross Reference and Information. Upon PTHN's request, IMV will provide a copy of, or reasonable access to, the IMV Know-how (including any trade secrets that will be specifically identified by IMV) to PTHN, in such form and substance as the Parties will mutually agree. From time to time, PTHN (and its Affiliates and sublicensees) shall have the right to review a copy of the biologics master file filed with the FDA and other domestic or foreign Governmental Authorities related to the IMV Intellectual Property (the "IMV BMF") and shall have the right to cross-reference the IMV BMF as may be required for, or useful in connection with, any regulatory submissions of PTHN, its Affiliates or sublicensees to the FDA or other Governmental Authorities in connection with the Licensed Products. If so requested by PTHN (or its Affiliates or sublicensees), IMV shall provide PTHN with the then existing IMV BMF documentation in IMV's possession relating to the IMV Intellectual Property in so far as required or useful to support any of the Licensed Products regulatory submission PTHN, its Affiliates or sublicensees make to a Governmental Authority in a country where the IMV BMF has not been submitted or is not in effect. PTHN shall grant IMV a right of cross reference to

PTHN's biologics master file and all other regulatory filings filed with the FDA and other regulatory authorities for Licensed Product solely to the extent it relates to DepoVax. This Section shall survive the expiration or early termination of this Agreement.

Section 3. **DEVELOPMENT PLAN.**

3.1 Overview: The Parties agree to collaborate for as needed in the joint research and development of Licensed Products. All work to be performed by the Parties shall be set forth in the Development Plan (as defined below).

3.2 Development Plan. As soon as practicable following the Effective Date of this Agreement, [redacted], IMV and PTHN shall develop, agree upon a written joint development plan consistent with the outline attached hereto as Schedule B (the "***Development Plan***"), and initiate work. Each of the Parties shall perform work allocated to it in accordance with the Development Plan, as it may be amended from time to time upon the mutual written consent of authorized representatives of both of the Parties. Said Development Plan shall specify the scope of the efforts and work to be performed by each of IMV and PTHN hereunder, and shall include, without limitation, those respective responsibilities of the Parties. The Development Plan shall also specify the anticipated timelines associated with each task. Upon its completion and approval by the Parties, the Development Plan shall be attached to this Agreement. Each Party shall use Commercially Reasonable Efforts to complete its assigned obligations set forth in the Development Plan within the agreed timeframe. **[Schedule redacted for competitive reasons.]**

3.3 Budget and Costs: As part of the Development Plan, the Parties shall mutually agree upon a budget for the work to be performed by IMV thereunder (the "***Budget***"). Without limiting the foregoing, PTHN shall be responsible for all costs set forth in the Budget; provided that in no event shall PTHN's total out of pocket costs under the Budget exceed [redacted], as outlined in the preliminary Budget estimate set forth in Schedule C. **[Redacted for competitive reasons.]**

3.4 Services Agreement. The Parties may negotiate and enter into a separate services agreement covering the various tasks to be completed by IMV pursuant to the Development Plan and the Budget (the "***Services Agreement***"). The Services Agreement shall provide IMV with compensation reflecting that portion of the Development Plan allocated to IMV for performance of such work assigned to IMV pursuant to the Budget and the Services Agreement. The terms of the Services Agreement shall be consistent with those contained in this Agreement, including without limitation those terms concerning intellectual property rights of the Parties.

3.5 Report and Meetings. During the course of the performance of IMV's activities under the Development Plan, at times mutually agreed upon by the Parties but no less than once per calendar month, PTHN and IMV shall meet, via phone or in person, to provide updates on the progress of the work under the Development Plan and the results generated therefrom. Thereafter PTHN shall provide annual reports to IMV describing the development progress over the past year and goals for the coming year.

3.6 Inventions. (a) Certain Inventions may arise from the performance of the Development Plan. Except as otherwise provided in this Agreement, Inventions shall be owned as follows: (i) Inventions conceived and reduced to practice solely by IMV, its employees, agents, or representatives, shall be owned by IMV ("**IMV Inventions**"); (ii) Inventions conceived and reduced to practice solely by PTHN, its employees, agents, or representatives, shall be owned by PTHN ("**PTHN Inventions**"); and (iii) Inventions conceived and reduced to practice jointly by

PTHN and IMV shall be jointly owned by PTHN and IMV ("**Jointly-owned Inventions**"). Neither Party shall have the right to use Jointly-owned Inventions without the prior written consent of the other Party. Notwithstanding the foregoing, all Inventions which are modifications, improvements, derivatives, adaptations, or additions to IMV's Intellectual Property, whether conceived either solely by IMV or PTHN or jointly by the Parties (including for this purpose, their employees and agents and employees) which arise from work conducted pursuant to the Development Plan ("**IMV Development Plan Improvements**") shall be owned exclusively by IMV and shall be deemed IMV Inventions. Similarly, all Inventions which are modifications, improvements, derivatives, adaptations, or additions to PTHN's Intellectual Property whether conceived solely by PTHN or IMV, or jointly by the Parties (including for this purpose, their employees and agents and employees) which arise from work conducted pursuant to the Development Plan ("**PTHN Development Plan Improvements**") shall be owned exclusively by PTHN and shall be deemed PTHN Inventions. Each Party shall promptly inform the other Party in writing about all Inventions, whether patentable or not, conceived or reduced to practice in the course of carrying out the Development Plan.

(b) License to IMV Improvements. If a patent application is filed anywhere in the Territory for any IMV Improvement, including without limitation any IMV Development Plan Improvement, IMV shall provide written notice (the "**Improvement Notice**") to PTHN within thirty (30) days after the filing date of the patent application with a copy of the patent application, and any and all such IMV Improvements (including without limitation any IMV Development Plan Improvements) shall automatically be added to Schedule A and included in IMV Patent Rights subject to the exclusive license to PTHN in accordance with Section 2.1.

(c) No Grant-backs. All right, title and interest in any and all PTHN Development Plan Improvements shall remain the sole and exclusive property of PTHN, and IMV shall have no right title or interest therein.

3.7 Patent Prosecution. (a) Consistent with the provisions of Section 7.1 below, IMV shall have the sole right and responsibility to file, prosecute and maintain any patents and applications therefor which cover the IMV Patent Rights, IMV Inventions and/or IMV Improvements.

(b) PTHN shall have the sole right and responsibility to file, prosecute and maintain any patents and applications therefor which cover PTHN Inventions.

(c) With respect to Jointly-owned Inventions, PTHN shall file at its discretion, prosecute and maintain any patents and applications. IMV shall provide PTHN with all assistance necessary, at PTHN's cost and expense, to maximize the protection obtainable for such Jointly-owned Inventions during the prosecution of the same, including without limitation the provision of documents and information.

3.8 Cooperation. Each Party hereto agrees to sign, execute, and acknowledge or cause to be signed, executed, and acknowledged any and all documents and shall perform such acts as may be necessary, useful, or convenient for the purpose of securing to the applicable Party hereto, or its nominees, such ownership, patent and intellectual property rights, assignments, and protections throughout the world upon all such Inventions and Improvements as provided above.

Section 4. **PAYMENTS AND ROYALTIES.**

4.1 Upfront Payment. Within thirty (30) days of the Effective Date, PTHN shall pay IMV a non-refundable upfront payment of [redacted]. **[Amounts redacted for competitive reasons.]**

4.2 Annual Payments. In consideration of the rights granted to PTHN under this Agreement, and subject to the terms and conditions of this Agreement, on each anniversary of the Effective Date, PTHN shall pay IMV an annual fee of [redacted] (the "***Annual Fee***"). **[Amounts redacted for competitive reasons.]**

4.3 Milestone Payments. PTHN shall make milestone payments (each, a "***Milestone Payment***") to IMV in accordance with and upon the occurrence of the events (each, a "***Milestone Event***") set forth below. The Milestone Payments shall be in addition to any royalty payments due under this Agreement. Each Milestone Payment shall be payable once during the Term of this Agreement, such payment to be made within thirty (30) Business Days of each of the following:

Government Contracting Related Milestones

(i) Receipt of each contract awarded by an agency of the United States government or any other equivalent agency from another government for the development of a Licensed Product with a value actually awarded ("**Committed Funds**") of at least [redacted], PTHN shall pay to IMV [redacted] of the Committed Funds; provided that the aggregate amount payable under this Milestone for any and all government contracts awarded shall not exceed [redacted]. **[Amounts redacted for competitive reasons.]**

(ii) Receipt of a contract awarded by an agency of the United States government or any other equivalent agency from a foreign government which provides Committed Funds for a Licensed Product through submission of a BLA for such Licensed Product, PTHN shall pay IMV [redacted]. **[Amounts redacted for competitive reasons.]**

Clinical/Regulatory Milestones

(iii) Dosing of the first subject in a Phase I Clinical Trial for a Licensed Product, PTHN shall pay IMV [redacted], provided that PTHN may at its sole option, pay [redacted] in cash, and the remaining portion in shares of its common stock equal to [redacted] based on the 30 day VWAP of the PTHN common stock as quoted by the NASDAQ for the period ending the day before first subject dosing. **[Amounts and payment structure redacted for competitive reasons.]**

(iv) Dosing of the first patient in a Phase II Clinical Trial for a Licensed Product, PTHN shall pay IMV [redacted], provided that PTHN may at its sole option, pay [redacted] in cash, and the remaining portion in shares of its common stock equal to [redacted], based on the 30 day

VWAP of the PTHN common stock as quoted by the NASDAQ for the period ending the day before first patient dosing. **[Amounts and payment structure redacted for competitive reasons.]**

(v) Dosing of the first patient in a Pivotal Clinical Trial, PTHN shall pay IMV [redacted], provided that PTHN may at its sole option, pay [redacted] in cash, and the remaining portion in shares of its common stock equal to [redacted], based on the 30 day VWAP of the PTHN common stock as quoted by the NASDAQ for the period ending the day before first patient dosing. **[Amounts and payment structure redacted for competitive reasons.]**

(vi) Filing of a BLA with the FDA, PTHN shall pay IMV [redacted]. **[Amounts redacted for competitive reasons.]**

(vii) Receipt of Marketing Authorization in the United States, PTHN shall pay IMV [redacted]. **[Amounts redacted for competitive reasons.]**

(viii) Receipt of Marketing Authorization in the first country outside of the U.S., PTHN shall pay IMV [redacted]. **[Amounts redacted for competitive reasons.]**

Commercial Milestones

(ix) First Commercial Sale in the United States, PTHN shall pay [redacted]. **[Amounts redacted for competitive reasons.]**

(x) First Commercial Sale outside of the United States, PTHN shall pay IMV [redacted]. **[Amounts redacted for competitive reasons.]**

(xi) First annual calendar year in which Net Sales for all Licensed Products reach for the first time a total amount of [redacted] or more, PTHN shall pay IMV [redacted]. **[Amounts and payment structure redacted for competitive reasons.]**

(xii) First annual calendar year following the calendar year in which the Milestone in (xi) is paid where Net Sales for all Licensed Products reach for the first time a total amount of [redacted] or more, PTHN shall pay IMV [redacted]. **[Amounts and payment structure redacted for competitive reasons.]**

(xiii) First annual calendar year following the calendar years in which the Milestones in (xi) and (xii) were paid where Net Sales for all Licensed Products reach for the first time a total amount of [redacted] or more, PTHN shall pay IMV [redacted]. **[Amounts and payment structure redacted for competitive reasons.]**

For the avoidance of doubt, the Annual Net Sales Milestones set forth above are payable serially for separate calendar years following achievement of each of the annual Net Sales levels set forth in items (xi), (xii) and (xiii) above, and payment of higher threshold milestones is contingent on the lower thresholds being met first and paid for a prior annual calendar year period. For example, if in calendar year one Net Sales reach [redacted], then PTHN shall pay the milestone under (xi); if in year two Net Sales are [redacted], no milestone is payable; if in year three Net Sales are [redacted], then PTHN shall pay the milestone under (xii); if in year four Net Sales are [redacted], no milestone is payable; and if in year five Net Sales are [redacted], then PTHN shall pay the milestone under (xiii). **[Amounts redacted for competitive reasons.]**

4.4 Royalty Payments. With respect to each Licensed Product sold by PTHN or any of its Affiliates or sublicensees during the Royalty Term, PTHN shall pay to IMV a royalty of [redacted] (the "***Royalty***") for use of the IMV Intellectual Property, based on Net Sales of Licensed Product on a country by country basis. The Royalty will be reduced to [redacted] if at the time the Royalty payment is due there exists no Valid Claim related to that Licensed Product in the country where it was sold. **[Percentages redacted for competitive reasons.]**

4.5 Sublicense Payments. In the event that PTHN sublicenses rights to Licensed Product, then with respect to any such sublicense PTHN shall pay to IMV [redacted] of all Sublicensing revenue received by PTHN (including without limitation, all payments due to PTHN or an Affiliate in consideration for sublicensing of any license granted hereunder or distribution of any Licensed Product, including but not limited to up front license fees, license issue fees, maintenance fees, payments pertaining to distribution rights, milestone payments or the fair market value of any non-cash consideration received by PTHN from sublicensees). Sublicensing revenue shall not include the following payments to PTHN or its Affiliates: (a) payments made in consideration for the issuance of equity or debt securities; (b) payments for research, development and other work to be performed by, or under the direction of, PTHN or its Affiliates for the sublicensee (but only to the extent that reflect the fair market value of such work); (c) royalties on Net Sales of Licensed Products by the sublicensee, payment to IMV for which shall be exclusively provided for in Section 4.4 above; (d) payments for supply of Licensed Products for use in clinical trials or animal studies by, or on behalf of, the sublicensee; (e) payments for reasonable costs and expenses of services provided by PTHN or its Affiliates in connection with the sale, advertising and marketing of the Licensed Products; and (f) payments for audit, accounting, and other reasonable costs and expenses incurred by PTHN or its Affiliates in connection with the sublicense or relating to the sublicensee. **[Percentages redacted for competitive reasons.]**

Section 5. **ACCOUNTING AND PROCEDURES FOR PAYMENT**

5.1 Inter-Company Sales. Sales between or among PTHN, its Affiliates or sublicensees (except for sales to end-users) shall not be counted toward Net Sales. PTHN shall be responsible for payments to IMV on Net Sales of its Affiliates or sublicensees pursuant to Section 4 above.

5.2 Calculation of Net Sales.

(a) All payments under Section 4 shall be computed and paid in US Dollars. For the purposes of determining the amount of Royalties due under Section 4.4 for the relevant Quarter, the amount of Net Sales in respect of sales originally denominated in a foreign currency, the rate of exchange to be applied shall be the rate of exchange in effect for the date when the relevant payment first becomes due as reported in *the Wall Street Journal* (or if no such rate is available in *the Wall Street Journal*, then on the OANDA website).

(b) If PTHN is prohibited by a Governmental Authority in any country from making any payment due under this Agreement then, within the prescribed period for making the

payment PTHN shall promptly request permission from the Governmental Authority to make the payment and shall make the payment within thirty (30) Business Days after receiving permission. If such permission is not received within sixty (60) Business Days after PTHN' request then PTHN, at its option, shall either deposit the payment in the currency of the relevant country in a bank account within that country designated by IMV or make the payment to an associated company of IMV designated by IMV and having an office in the relevant country or in another country designated by IMV.

5.3 Royalty Payments and Reports. PTHN shall make Royalty payments to IMV with respect to each Quarter within fifteen (15) Business Days after the closing of each such Quarter, and each payment shall be accompanied by a report identifying the country, Net Sales for each such country for the relevant Quarter, and the amount payable to IMV, as well as computation thereof including any applicable currency conversions.

5.4 Method of Payments. All payments hereunder shall be made either by check or by electronic transfer in immediately available funds via a bank wire transfer, an automated clearing house mechanism, or any other means of electronic funds transfer, at IMV's election, to such bank account as IMV shall designate in writing at least fifteen (15) Business Days before the payment is due. The payment of license fees shall be due within forty-five (45) days of receipt of an invoice from IMV.

5.5 Inspection of Records. PTHN shall, and shall cause its Affiliates and sublicensees to, keep for three (3) years from the date of each payment of Royalties complete and accurate records of gross sales of Licensed Product, Net Sales of Licensed Product, and amounts payable hereunder to IMV for the Licensed Product, all in sufficient detail to allow the accruing Royalties to be determined accurately. IMV shall have the right for a period of two (2) years after receiving any report or statement with respect to Royalties due and payable to appoint at its expense an independent certified public accountant reasonably acceptable to PTHN to inspect the relevant records of PTHN, and its relevant Affiliates or sublicensees as the case may be, to verify such report or statement. PTHN shall make such records available for inspection by such independent certified public accountant during regular business hours at such place or places where such records are customarily kept, upon prior written notice of at least sixty (60) days from IMV, to verify the accuracy of the reports and payments. Such accountants may be required by PTHN to enter into a reasonably acceptable confidentiality agreement, and in no event shall such accountants disclose to IMV any information other than such as relates to the accuracy of reports and payments made or due hereunder. Such inspection right shall not be exercised more than once in any calendar year or more than once with respect to sales in any given period. IMV agrees to hold in strict confidence all information concerning Royalty payments and reports, and all information learned in the course of any audit or inspection, except to the extent necessary for IMV to reveal such information in order to enforce its rights under this Agreement or if disclosure is required by law. The failure of IMV to request verification of any report or statement during said two-year period shall be considered final acceptance of the accuracy of such report, and neither PTHN nor its Affiliates or sublicensees shall have any obligation to maintain records pertaining to such report or statement beyond said two-year period. The results of each inspection, if any, shall be binding on both Parties unless PTHN objects, by delivery to IMV of a written notice of objections, within sixty (60) days of receipt of a report of the independent certified public accountant retained by IMV. The costs and expenses of the independent certified public accountant retained by IMV pursuant to this Section to review the records of PTHN or its Affiliates or sublicensees shall be paid by IMV; provided, however, that if the results of any review of such records shall reveal that the Net Sales reported for any period covered by such review shall have been understated by ten percent (10%) or more, PTHN shall reimburse IMV for all such costs and expenses.

5.6 Tax Matters. In the event any of the payments made by PTHN become subject to withholding taxes under the laws of any jurisdiction, PTHN shall deduct and withhold the amount of such taxes for the account of IMV to the extent required by applicable law, such amounts payable to IMV shall be reduced by the amount of taxes deducted and withheld, and PTHN shall pay the amounts of such taxes to the proper Governmental Authority in a timely manner and promptly transmit to IMV an official tax certificate or other evidence of such tax obligations together with proof of payment from the relevant Governmental Authority of all amounts deducted and withheld sufficient to enable IMV to claim such payment of taxes.

Section 6. **DILIGENCE REQUIREMENTS**

6.1 PTHN shall use its Commercially Reasonable Efforts to develop and commercialize Licensed Products during the Term of this Agreement. In the event that PTHN does not meet the diligence requirements set forth in Section 6.2 by the applicable dates set forth therein because it has ceased to use Commercially Reasonable Efforts to develop Licensed Products and PTHN has not cured such breach within ninety (90) days of the date PTHN receives notice from IMV of such breach, IMV may at its option, upon written notice to PTHN, either convert the license granted to PTHN pursuant to Section 2.1 into a non-exclusive license, or terminate this Agreement in its entirety pursuant to Section 10.2(a); provided that even if PTHN fails to meet one or more the milestones set forth in Section 6.2 below due to causes beyond its reasonable control (including because of force majeure or acts or omissions of third parties not under the direction or control of PTHN, such as Government Authorities) but is continuing to pursue those goals, such circumstances shall not constitute breach of the obligation to use Commercial Reasonable Efforts and shall not serve as a basis for IMV to exercise the remedies set forth above. For the avoidance of doubt, use of Commercially Reasonable Efforts may be demonstrated, without limitation, by one or more of the following: development or submission of a proposal for funding to a U.S. or foreign government agency; awaiting feedback from, negotiating with, or responding to requests for information from a government funding agency regarding a grant, contract or proposal related to Licensed Product, the presence of an active government grant or contract to develop or sell Licensed Product, performing research, development, regulatory or other activities for a government agency related to a Licensed Product.

6.2 In particular PTHN will use Commercially Reasonable Efforts to meet the following diligence requirements:

(a) [redacted]

(b) [redacted]

(c) [redacted]

(d) [redacted]

(e) [redacted]

[Requirements redacted for competitive reasons.]

Section 7. **PATENTS, TRADEMARK AND INFRINGEMENT.**

7.1 Patent Prosecution.

(a) The Parties acknowledge and agree that IMV will be responsible, through patent counsel of its own choosing (provided that if IMV proposes to change its patent counsel in respect of IMV Patent Rights following the Effective Date it shall inform PTHN of such and shall only use new patent counsel to which PTHN consents, such consent not to be unreasonably withheld), and pay for the preparation, filing, prosecution, maintenance, and renewal of all IMV Patent Rights for the Term of this Agreement. IMV shall keep PTHN duly informed of the course of the filing, prosecution, issuance, and maintenance of the IMV Patent Rights or related proceedings (e.g. interferences, oppositions, re-examinations, reissues, revocations or nullifications). IMV will consult with PTHN concerning any decisions which could affect the scope or enforcement of any issued claims of any such patent application or patent and will notify PTHN in writing of any additions, deletions or changes in the status of any such patent or patent application.

(b) Abandonment. [redacted] **[Redacted for confidentiality reasons.]**

(c) The Parties hereby further agree to cooperate fully, at IMV's sole cost and expense, in the preparation, filing, prosecution and maintenance of any IMV Patent Rights under this Agreement and in the obtaining and maintenance of any patent extensions, supplementary protection certificates and the like available with respect to the IMV Patent Rights. IMV shall reasonably consider PTHN's comments with respect to prosecution of any such patents.

7.2 Enforcement of Patents.

(a) If either Party believes that an IMV Patent Right is being infringed by a Third Party or if a Third Party claims that any IMV Patent Right is invalid or unenforceable, the Party possessing such knowledge or belief shall notify the other Party in writing and provide it with details of such infringement or claim that are known by such Party.

(b) IMV shall have the first right to attempt to resolve such infringement or claim, including by filing an infringement suit or defending against such claim or taking other similar action (each, an "**Action**"). If IMV does not intend to prosecute or defend an Action, it shall promptly (but in any event as early as reasonably required to allow PTHN to initiate an Action) inform PTHN. PTHN shall then have the right to attempt to resolve such infringement or claim. The Party initiating such Action shall have the sole and exclusive right to select and use legal counsel, acceptable to the other Party in the exercise of its reasonable judgment, for any Action initiated by it.

(c) [redacted] **[Allocation of costs redacted for competitive reasons.]**

(d) Neither Party shall settle or otherwise compromise any Action by admitting that any IMV Patent Right is invalid or unenforceable without the other Party's prior written consent. In the event a Party brings an infringement action against a Third Party, the other Party shall cooperate fully, at the sole cost and expense of the Party bringing the Action, including, if required to bring such action, the furnishing of a power of attorney or being named as a party to such action.

(e) Any amounts recovered by the Party taking an Action whether by settlement or judgment, shall be allocated in the following order: [redacted]. **[Allocation of costs redacted for competitive reasons.]**

7.3 Third Party Actions Claiming Infringement.

(a) If a Party becomes aware of any claim or action, or potential or otherwise threatened claim or action, by a Third Party against either Party that claims that a Licensed Product, or its use, development, manufacture or sale infringes such Third Party's Intellectual Property Rights (each, a "**Third Party IP Action**"), such Party shall promptly notify the other Party in writing of all details regarding such claim or action that is reasonably available to such Party.

(b) PTHN shall have the first right, at its sole expense, to defend a Third Party IP Action through counsel of its choosing. If PTHN declines or fails to defend such Third Party IP Action at any time, then IMV shall have the right to defend such Third Party IP Action and PTHN shall promptly reimburse IMV for the costs, fees, expenses incurred in such defense as they are incurred, except where IMV is obligated to indemnify PTHN and the other PTHN Indemnitees under Section 7.3(e)(i) below, in which case IMV shall bear all the costs of defending such Third Party IP Action.

(c) The Party defending a Third Party IP Action shall be the "**Controlling Party**." The Controlling Party shall consult with the non-Controlling Party on all material aspects of the defense. The non-Controlling Party shall have a reasonable opportunity for meaningful participation in decision-making and formulation of defense strategy. The Parties shall reasonably cooperate with each other in all such actions or proceedings. The non-Controlling Party will be entitled to be represented by independent legal counsel of its own choice at its own expense. The Controlling Party has the right to prosecute or defend any such Third Party IP Action the Controlling Party's own name or, if required by applicable law or otherwise necessary or desirable for such purposes, in the name of non-Controlling Party and may join the non-Controlling Party as a party.

(d) Notwithstanding anything to the contrary in the foregoing, PTHN shall not settle, resolve, or otherwise compromise any Third Party IP Action by admitting that any IMV Patent Right infringes such Third Party's rights without IMV's prior written consent and IMV shall

not settle, resolve, or otherwise compromise any Third Party IP Action by admitting that any PTHN Intellectual Property infringes such Third Party's rights without PTHN's prior written consent.

(e) [redacted]

[redacted]

[redacted]

[Allocation of costs redacted for competitive reasons.]

Section 8. **CONFIDENTIALITY; PUBLICATION.**

8.1 Confidentiality and Nonuse.

(a) Each of IMV and PTHN, as the Receiving Party, agree that during the Term, it will: (a) protect and hold in confidence the Confidential Information of the other Party, as the Disclosing Party; (b) not disclose or use, or cause to be disclosed or used, such Confidential Information to or by any person except with the prior written consent of the Disclosing Party or except to the extent reasonably necessary to carry out its rights or responsibilities under this Agreement or under applicable law; (c) handle, preserve and protect such Confidential Information with at least the same degree of care that such Party affords its own confidential information but in no event less than a commercially reasonable degree of care; and (d) use diligent efforts to ensure that each of its employees, agents, representatives, Affiliates, sublicensees, vendors and distributors preserves and protects the

confidentiality of such Confidential Information. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, agents, representatives, Affiliates, sublicensees and distributors without the prior written consent of the Disclosing Party if (i) upon such disclosure, the Receiving Party advises such persons or entities of the confidential nature of such Confidential Information and (ii) such employees, agents, representatives, Affiliates, sublicensees, vendors and distributors are bound by obligations of confidentiality and nonuse at least as strict as the obligations set forth above. Each Party shall be responsible for any breach of the obligations of confidentiality or nonuse by such persons or entities. Furthermore, either Party shall have the right to disclose the Disclosing Party's Confidential Information to investment bankers, financial advisors, attorneys, accountants, and other third parties solely in connection with financing transactions or a potential sale or merger of all or that portion of the Party's business to which this Agreement relates, provided, in each case, that any such third party is subject to obligations of confidentiality and non-use comparable to those set forth in this Section 8. For the avoidance of doubt, the Parties acknowledge and agree that PTHN, either directly or through Affiliates, sublicensees or vendors, shall be entitled to include Confidential Information of IMV to the extent required or useful in respect to regulatory filings with the FDA, other U.S. government agencies, and corresponding foreign counterparts with respect to Licensed Products as well as in connection with its bids and proposals (and related correspondence) to obtain government funding for the Licensed Products and pursuant to any government grants or contracts obtained as a results of those efforts.

(b) Notwithstanding the forgoing, the obligations set forth in Section 8.1(a) shall not apply to the extent that the Disclosing Party can show that such Confidential Information (i) as of the date of disclosure, was already lawfully in the Receiving Party's possession free from any obligation to keep it confidential at the time of receipt from the Disclosing Party, as evidenced by competent written proof; (ii) was at the time of initial disclosure or later becomes public knowledge through no act or omission of the Receiving Party or its officers, employees, agents, subcontractors, sublicensees, distributors or Affiliates in breach of the terms of this Agreement; (iii) was lawfully obtained by the Receiving Party from a third party having the right to disclose it free from any obligation of confidentiality; or (iv) was independently developed by or for the Receiving Party without violating the terms of this Agreement or any other agreement between the Parties, as evidenced by competent written proof. Further, if any Confidential Information is, in the reasonable opinion of legal counsel to the Receiving Party, required to be disclosed under law, including pursuant to subpoena, provided that, to the extent not prohibited by applicable law, the Receiving Party gives the Disclosing Party prompt notice of such disclosure so as to allow the Disclosing Party a reasonable opportunity to prevent the information from being disclosed or obtain a protective order or confidential treatment. If so requested, Receiving Party shall cooperate, at Disclosing Party's cost and expense, in Disclosing Party's efforts to prevent such disclosure or obtain other available relief. Receiving Party shall only disclose the minimum amount of Confidential Information required to comply with the applicable legal requirement.

8.2 Return of Information. Each of the Parties shall, within sixty (60) days from the date of expiration or termination of this Agreement, return to the other Party or destroy all extant copies of the Confidential Information of the other Party on any tangible medium, accompanied by a written confirmation that all tangible copies of such Confidential Information have been completely destroyed; provided, however, that (i) one (1) tangible copy may be kept for the purpose of enforcement of or compliance with this Agreement; and (ii) each Party may retain such Confidential Information that it is required to maintain by law.

8.3 Discovery of Breach. Receiving Party shall promptly notify the Disclosing Party of, and shall provide all information and documents relating to, any breach of this Section 8 in respect of the Disclosing Party's Confidential Information upon discovery of such a breach. Upon the request of the Disclosing Party, the Receiving Party shall at its own expense take all steps reasonably necessary to recover any and all Confidential Information that may have been improperly disclosed or used.

8.4 Publicity. Neither PTHN nor IMV will make any public announcement about this Agreement without prior written consent of the other Party. Notwithstanding the foregoing, each Party may make such public disclosures as are required under applicable securities laws.

8.5 Survival. This Section 8 shall survive expiration or termination of this Agreement for five (5) years (except in the case of Confidential Information that constitutes a trade secret, as to which this section shall survive for so long as such information qualifies under applicable law as a trade secret).

Section 9. **REPRESENTATIONS AND WARRANTIES.**

9.1 By IMV. As of the Effective Date hereof, IMV hereby represents and warrants to PTHN as follows:

(a) To the best of its knowledge, the issued patents under the IMV Patent Rights are valid and enforceable patents, there is no prior art or other information exists that would adversely affect the validity, enforceability, term or scope of any issue patent within the IMV Patent Rights, and no Third Party is infringing any such patents. Also, to IMV's best knowledge, no Third Party is preparing or threatening to infringe any patent, or practicing any claim of any patent application, included in the IMV Patent Rights. IMV has not brought or threatened any claim against any third party alleging infringement of any patent included in the IMV Patent Rights. IMV has no information that leads it to believe the patents under the IMV Patent Rights are invalid or unenforceable in any material respect. IMV has not been sued for infringement of Intellectual Property Rights or received any notice or warning letters from any third party with respect to the IMV Intellectual Property, including the IMV Patent Rights, licensed hereunder.

(b) IMV has sufficient right, control and interest to grant the license and accompanying rights to PTHN as provided in this Agreement. IMV is the sole and exclusive legal and beneficial owner/has sole and exclusive control (by ownership, license or otherwise) of the entire right, title, and interest in and to the IMV Patent Rights and, to the best of its knowledge, the other IMV Intellectual Property licensed to PTHN under this Agreement, and is the record owner of all patent applications and issued patents included therein.

(c) IMV has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement by IMV have been duly and validly authorized and approved by proper corporate action on the part of IMV, and IMV has taken all other action required by applicable law, its certificate of incorporation, by-laws or other organizational documents or any agreement to which it is a party or to which it may be subject required to authorize such execution, delivery and performance. Assuming due authorization, execution and delivery on the part of PTHN, this Agreement constitutes a legal, valid and binding obligation of IMV, enforceable against IMV in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws.

(d) The execution and delivery of this Agreement by IMV and the performance by IMV contemplated hereunder does not and will not violate any laws or any order of any court or Governmental Authority. IMV has not granted and will not grant any licenses or other contingent or non-contingent right, title or interest under or relating to the IMV Intellectual Property, or is or will be under any obligation, that does or will conflict with this Agreement.

(e) As of the Effective Date, the IMV Intellectual Property contains all the patents and patent applications and Know-how, owned or controlled by IMV, or in which IMV has a licensable interest, that are necessary or useful for PTHN to make, have made, use, offer to sell, sell and import the Licensed Products in the Field of Use in the Territory.

(f) There is no settled, pending or to IMV's best knowledge threatened litigation or reissue application, re-examination, post-grant, *inter partes* or covered business method patent review, interference, derivation, opposition, claim of invalidity or other claim or proceeding (including in the form of any offer to obtain a license): (i) alleging the unpatentability, invalidity, misuse, unregistrability, unenforceability or noninfringement of, or error in any IMV Patent Right; (ii) challenging IMV's ownership of, or right to practice or license, any issued patent in the IMV Patent Rights, or alleging any adverse right, title or interest with respect thereto; (iii) alleging that the practice of any issued patent within the IMV Patent Rights or the making, using, offering to sell, sale or importation of any Licensed Product in the Field of Use in the Territory does or would infringe, misappropriate or otherwise violate any patent, trade secret or other Intellectual Property Right of any Third Party.

9.2 By PTHN. As of the Effective Date hereof, PTHN hereby represents and warrants to IMV as follows:

(a) PTHN has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement by PTHN have been duly and validly authorized and approved by proper corporate action on the part of PTHN, and PTHN has taken all other action required by Law, its certificate of incorporation or by-laws or any agreement to which it is a party or to which it may be subject required to authorize such execution, delivery and performance. Assuming due authorization, execution and delivery on the part of IMV, this Agreement constitutes a legal, valid and binding obligation of PTHN, enforceable against PTHN in accordance with its respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws.

(b) The execution and delivery of this Agreement and the performance by PTHN contemplated hereunder will not violate (subject to obtaining appropriate governmental health, pricing and reimbursement approvals) any laws or any order of any court or Governmental Authority.

9.3 Disclaimer of Warranties. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH REGARD TO EACH SUCH PARTY'S PATENT RIGHTS, KNOW-HOW, OR CONFIDENTIAL INFORMATION.

Section 10. **TERM AND TERMINATION.**

10.1 Term. This Agreement shall be effective as of the Effective Date for the Royalty Term, unless terminated earlier in accordance with Section 10.2 (the "***Term***").

10.2 Termination of this Agreement. This Agreement may be terminated:

(a) by the non-breaching Party, if either IMV or PTHN breaches or defaults in the performance or observance of any of the material provisions of this Agreement, and such material breach or default is not cured within sixty (60) days after the giving of written notice by the non-breaching Party specifying such breach or default;

(b) by either Party upon written notice to the other Party, if the other Party has admitted in writing that it is generally unable to meet its debts when due, or makes a general assignment for the benefit of its creditors, or there shall have been appointed a receiver, trustee or other custodian for such other Party for or a substantial part of its assets, or any case or proceeding shall have been commenced or other action taken by or against such other Party in bankruptcy or seeking the reorganization, liquidation, dissolution or winding-up of such other Party or any other relief under any bankruptcy, insolvency, reorganization or other similar act or law, and any such event shall have continued for sixty (60) days undismissed, unstayed, unbonded and undischarged; or

(c) at any time by PTHN, upon ninety (90) days' prior written notice to IMV.

The Parties agree that all rights and licenses granted under or pursuant to this Agreement by IMV are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code, and PTHN as a licensee of such rights under this Agreement shall retain and may fully exercise all of their rights and elections under the U.S. Bankruptcy Code. Without limiting the generality of the foregoing, IMV acknowledges and agrees that, if IMV or its estate shall become subject to any bankruptcy or similar proceeding: (i) subject to PTHN's rights of election, all rights and licenses granted to PTHN hereunder will continue subject to the terms and conditions of this Agreement, and will not be affected, even by IMV's rejection of this Agreement; and (ii) subject to the provisions of Section 8 above, PTHN shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property comprising or relating to any Licensed Product, and the same, if not already in PTHN's possession, shall be promptly delivered to PTHN, unless IMV elects to and does in fact continue to perform all of its obligations under this Agreement.

10.3 Effect of Termination or Expiration. Termination of this Agreement for any reason (i) shall be without prejudice to IMV's right to timely receipt of all fees, milestone payments and Royalties accrued prior to the effective date of such termination and any other remedies which either Party may otherwise have at law or in equity and (ii) shall not release a Party hereto from any indebtedness, liability or other obligation incurred hereunder by such Party prior to the date of termination or expiration. If this Agreement is terminated prior to its expiration in its entirety for any reason whatsoever, the license granted under Section 2.1 shall automatically terminate and all licensed rights shall revert in their entirety to IMV. Unless the license is terminated by PTHN for IMV's breach pursuant to Section 10.2(b), no later than sixty (60) days from issuance of the termination notice, (i) PTHN shall provide IMV with that data and information in PTHN's control or possession, , that relates directly and solely to the IMV Intellectual Property licensed to PTHN under this and (ii) PTHN shall provide IMV (and its sublicensees) with regulatory cross reference letters as required to enable the further development of DepoVax.

10.4 Survival. The provisions of the following Sections (in each case together with any defined terms applicable to such provisions) shall survive expiration or termination of this Agreement: Sections 1, 2.3, 3.6, 3.8, 3.9, 5.5, 5.6, 5.7, 7.3, 8, 9.3, 10 (except 10.2(a), (b) and (c)), 11, 12, and 13.2-13.15 (inclusive).

10.5 Disposition of Licensed Product(s). Upon termination of this Agreement, PTHN shall provide IMV with a written inventory of all Licensed Product(s) in the process of manufacture, in use or in stock. If this Agreement is terminated then PTHN shall be entitled, on a unit-by-unit basis, to sell out the remaining stocks of Licensed Product(s) under the terms and conditions set forth in this Agreement until the applicable expiration date for each such unit of Licensed Product(s).

Section 11. **INDEMNIFICATION.**

11.1 Indemnification by PTHN. PTHN shall defend, indemnify and hold harmless IMV, its Affiliates, directors, employees and agents (the "***IMV Indemnitees***") from and against any and all liability, damage, loss, cost or expense (including reasonable attorney's fees and expenses of litigation) ("**Losses**") arising or resulting from any claims made or suits brought by Third Parties (a "**Third Party Claim**") to the extent such Losses arise or result from (i) the breach of any provision of this Agreement by PTHN, (ii) the breach of any representations or warranties under this Agreement; (iii) the negligence or willful misconduct of PTHN; or (iv) PTHN's development or commercialization of the Licensed Product, except to the extent such Losses arise from the negligence or willful misconduct of any of the IMV Indemnitees. In the event of a claim against IMV Indemnitees which may be subject to the foregoing indemnification obligation, IMV Indemnitees agree to notify PTHN promptly of such claim and IMV shall provide PTHN with any assistance PTHN may reasonably require in the defense of such action, at PTHN's cost and expense.

11.2 Indemnification by IMV. IMV shall defend, indemnify and hold harmless PTHN, its Affiliates, directors, employees, sublicensees, vendors and agents (the "***PTHN Indemnitees***") from and against any and all Losses arising or resulting from any Third Party Claims to the extent such Losses arise or result from (i) the breach of any provision of this Agreement by IMV, (ii) the breach of any representations or warranties under this Agreement; or (iii) the negligence or willful misconduct of IMV, except to the extent such Losses arise from the negligence or willful misconduct of any of the PTHN Indemnitees. In the event of a claim against the PTHN Indemnitees which may be subject to the foregoing indemnification obligation, the PTHN Indemnitees agree to notify IMV promptly of such claim and PTHN shall provide IMV with any assistance IMV may reasonably require in the defense of such action, at IMV's cost and expense.

11.3 Indemnification Procedure. The IMV Indemnitees and the PTHN Indemnitee, as the case may be (as used herein an "**indemnified party**") shall promptly notify the PTHN or IMV as appropriate (the "**indemnifying party**") in writing of any Third Party Claim and cooperate with the indemnified party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of the Third Party Claim and shall employ counsel of its choice and reasonably acceptable to indemnified party to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of any indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations above under this Section 11 shall not relieve the indemnifying party of its obligations hereunder, except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of the failure. The indemnified party may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

11.4 Certain Exemptions. Notwithstanding the foregoing, all Third Party IP Actions shall be governed by Section 7.3 above and not Sections 11.1, 11.2 and 11.3

11.5 No Consequential Damages. EXCEPT WITH RESEPCT TO EACH PARTIES' OBLIGATIONS UNDER SECTIONS 7.3, 11.1 AND 11.2, TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW NEITHER PARTY NOR ANY OF ITS AFFILIATES SHALL BE LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

11.6 Insurance. During the Term, PTHN shall obtain and maintain, at its sole cost and expense, product liability insurance (including any self-insured arrangements) in amounts, that are reasonable and customary in the pharmaceutical and biotechnology industry for companies engaged in comparable activities. It is understood and agreed that this insurance shall not be construed to limit either Party's liability with respect to its indemnification obligations hereunder. PTHN will provide to IMV upon request a certificate evidencing the insurance PTHN is required to obtain and keep in force under this Section 11.6.

Section 12. **GOVERNING LAW.**

12.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of law principles thereof.

12.2 Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between executives who have authority to settle such dispute. Any Party may give the other Party written notice of any dispute hereunder not resolved in the normal course of business. Within twenty (20) days following delivery of such notice, executives of both Parties shall discuss by telephone or meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt in good faith to resolve such dispute. If the matter has not been resolved within sixty (60) days following the disputing Party's notice, or if the Parties fail to discuss or meet within twenty (20) days, either Party may initiate binding arbitration proceedings. Any dispute shall be referred to and finally resolved by arbitration under the Commercial Rules of American Arbitration Association as in force from time to time, which rules are deemed to be incorporated by reference herein. For the purpose of any such arbitration:

(i) The number of arbitrators shall be one who shall be appointed by the American Arbitration Association;
(ii) The arbitration shall be held in New York, NY.
(iii) The language to be used in the arbitral proceedings shall be English;
(iv) The arbitrator shall decide the dispute in accordance with the substantive laws of the State of New York (without giving effect to conflicts of law provisions that would otherwise apply the substantive law of another jurisdiction);
(v) The Parties will give conclusive effect to the arbitrator's determination and award and that judgment thereon may be entered in any court having jurisdiction; and
(vi) Nothing herein will prevent a Party from seeking injunctive relief in the courts of appropriate jurisdiction located in New York, NY, pending the arbitrator's determination of the merits of the controversy, if applicable to protect the Confidential Information, property or other rights of that Party.

Section 13. **MISCELLANEOUS.**

13.1 Exclusivity. [redacted] **[Terms of exclusivity redacted for confidentiality reasons.]**

13.2 Force Majeure. Neither Party hereto shall be liable to the other Party for any losses or damages attributable to a default in or breach of this Agreement which is beyond the reasonable control of such Party, including as the result of war (whether declared or undeclared), acts of God, revolution, insurrection, acts of terror, fire, earthquake, flood, pestilence, riot, any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, labor trouble, or shortage of or inability to obtain material, equipment or transport which is beyond the reasonable control of such Party. The Party affected by the force majeure shall use all Commercially Reasonable Efforts to overcome the force majeure and continue performance of its obligations under this Agreement. Notwithstanding the foregoing, in the event that the Party affected by the force majeure event is not able to resume the performance of its obligations under this Agreement within a ninety (90) day period, the Party not affected by the force majeure event may terminate this Agreement immediately upon written notice to the other Party.

13.3 Severability. If and solely to the extent that any provision of this Agreement shall be invalid or unenforceable, or shall render this entire Agreement to be unenforceable or invalid, such offending provision shall be severed and shall be of no effect and shall not affect the validity of the remainder of this Agreement or any of its provisions; provided, however, the Parties shall use their respective reasonable efforts to renegotiate the offending provisions to best accomplish the original intentions of the Parties.

13.4 Accrued Obligation. Termination of this Agreement for any reason shall not release any Party hereto from any liability which at the time of such termination has already accrued to the other Party or which is attributable to a period prior to such termination, nor shall it preclude either Party from pursuing all rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement.

13.5 Waivers. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party or Parties waiving such term or condition. Neither the waiver by any Party of any term or condition of this Agreement nor the failure on the part of any Party, in one or more instances, to enforce any of the provisions of this Agreement or

to exercise any right or privilege, shall be deemed or construed to be a waiver of such term or condition for any similar instance in the future or of any subsequent breach hereof. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

13.6 Entire Agreement; Amendments. This Agreement sets forth the entire agreement and understanding of the Parties as to the subject matter hereof and supersedes all agreements or understandings, verbal or written, made between PTHN and IMV before the date hereof with respect to the subject matter hereof. None of the terms or this Agreement shall be amended, supplemented or modified except in writing signed by the Parties.

13.7 Assignment. This Agreement and the rights and obligations under this Agreement may not be assigned by operation of law or otherwise by either Party without the written consent of the other Party (such consent not to be unreasonably withheld or delayed), *provided*, *however*, that either Party may assign this Agreement in its entirety without the consent of the other Party to (a) a subsidiary or other Affiliate or (b) that IMV may assign this Agreement to a Third Party that is not a direct competitor of PTHN by virtue of a merger, consolidation or similar transaction or sale of all or substantially all of its assets related to this Agreement, and *provided, further*, that the assigning Party shall deliver written notice of any such permitted assignment to the non-assigning Party, and the assignee shall agree to be bound to the non-assigning Party under the terms and conditions of this Agreement. Any purported assignment in violation of this Section 13.7 shall be void. The granting by PTHN of exclusive and/or non-exclusive sublicenses under the rights and licenses granted to PTHN under this Agreement pursuant to Section 2 shall not be an assignment of this Agreement nor limited by the provisions of this Section 13.7.

13.8 Independent Contractor. The relationship between PTHN and IMV is that of independent contractors. PTHN and IMV are not joint venturers, partners, principal and agent, employer and employee, and have no other relationship other than independent contracting parties.

13.9 Notices. Each communication and document made or delivered by one Party to another under this Agreement shall be made in the English language. All notices, consents, approvals, or other communications required hereunder given by one Party to the other hereunder shall be in writing and made by registered or certified air mail, express overnight courier, delivered personally, or email (against confirmation of actual receipt by the recipient) to the following addresses of the respective Parties:

If to PTHN: PharmAthene, Inc.

[redacted]

If to IMV:

[redacted]

[Redacted for confidentiality reasons.]

Notices hereunder shall be deemed to be effective (a) upon receipt if personally delivered or by email; (b) on the fifth (5th) Business Day following the date of mailing if sent by registered or

certified air mail; or (c) when received, if sent by a nationally recognized overnight courier (receipt requested). A Party may change its address listed above by sending notice to the other Party in accordance with this Section 13.9.

13.10 Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either Party. No such third party shall obtain any right under any provision of this Agreement or shall by reasons of any such provision make any claim in respect of any debt, liability or obligation (or otherwise) against either party.

13.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns.

13.12 Counterparts. This Agreement may be executed in any two or more counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

13.13 Headings. Headings in this Agreement are included herein to ease of reference only and shall have no legal effect. References to Sections, Schedules, and Exhibits are to Sections, Schedules and Exhibits to this Agreement unless otherwise specified.

13.14 Fees. PTHN shall reimburse IMV its attorney's fees incurred in the negotiation and drafting of this Agreement. Such amount shall not exceed [redacted]. **[Amounts redacted for confidentiality reasons.]**

13.15 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections and Schedules refer to the Sections of and Schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

13.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[*Signature Page Follows.*]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers upon the Effective Date above.

PHARMATHENE, INC.		**IMMUNOVACCINE TECHNOLOGIES, INC.**	
By:	*(s) John M. Gill*	By:	*(s) Marc Mansour*
Name:	John M. Gill	Name:	Marc Mansour
Title:	President & Chief Executive Officer	Title:	Chief Executive Officer

SCHEDULE A

IMV PATENT RIGHTS

[Patents details redacted for competitive and confidentiality reasons.]

Schedule B

Development Plan Outline

[Development Plan redacted for competitive and confidentiality reasons.]

Schedule C

Preliminary Development Plan Budget

[Budget redacted for competitive reasons.]