LICENSE AND TECHNOLOGY TRANSFER AGREEMENT

This license and technology transfer agreement (this **Agreement**) is made and entered into by and on 11 December 2013 between:

(1) **Bristol-Myers Squibb Company**, a Delaware corporation, with offices at 345 Park Avenue, New York, New York, U.S.A. (**BMS**); and

(2) **The Medicines Patent Pool Foundation**, a non-profit foundation registered under the laws of Switzerland, and having a principal place of business at Chemin Louis-Dunant 17, Geneva 1202, Switzerland (**MPP**).

Each of BMS and MPP is referred to in this Agreement as a **Party**. BMS and MPP are collectively referred to in this Agreement as the **Parties**.

Preliminary Statements

BMS and MPP recognize that the HIV/AIDS pandemic constitutes a serious health crisis and are entering into this Agreement as part of a humanitarian endeavor with the aim of increasing effective access to, and the use of the Licensed Compound (as defined below), an antiretroviral used in combination therapy for the treatment of HIV infection, in the Territory (as defined below). In keeping with the purpose of this Agreement, MPP understands and acknowledges that the Licensed Compound and Licensed Products (both as defined below) are to be made only for use in, and for the benefit of patients in, the Territory on the terms set out in this Agreement. In the spirit of this Agreement, MPP will make every effort to ensure that adequate quantities of the Licensed Compound and of all formulations and strengths of the Licensed Products are made available to meet the needs of patients in the Territory. In addition, it is the spirit and purpose of this Agreement to enable low-cost, affordable therapies in the face of the HIV/AIDS pandemic, and it is expected that MPP will make every effort to ensure low-cost and affordable access to the Licensed Compound and Licensed Products.

Whereas

(A) MPP is a non-profit organization with a mission to improve the health of people living in the developing world by increasing access to quality, safe, efficacious and affordable HIV medicines by facilitating access to intellectual property on these medicines.

(B) BMS Controls (as defined below) the Licensed Patents Rights and Licensed Manufacturing Know-How (both as defined below) with respect to the Licensed Compound and the Licensed Products with respect to the Territory.

(C) MPP desires to obtain a license from BMS on these patent and know-how rights as set out in this Agreement and BMS desires to grant such licenses to MPP, all on the terms and conditions set out in this Agreement, solely to allow MPP to grant sublicenses to various manufacturers of pharmaceutical products that would be interested in obtaining such a sublicense, in order to promote access to the Licensed Products in the Territory;

(D) The Parties desire to provide for certain technology transfer arrangements to assist with the transfer to Sublicensees (as defined below) of the Licensed Manufacturing Know-How (as defined below) related to the Licensed Compound and the Licensed Products.

Now, therefore, in consideration of the foregoing and the mutual agreements set out in this Agreement, the Parties agree as follows.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Agreement, the following definitions shall apply:

Affiliate of a Person means any Person which, directly or indirectly, is controlled by, controls or is under common control with such Person. For the purposes of this definition, the term **control** as used with respect to a Person shall mean the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

Agreement means this Agreement, together will all attached Schedules, as the same may be amended or supplemented from time to time.

BMS Sole Inventions has the meaning given in clause 9.1(a).

Business Day means a day other than Saturday, Sunday or any day on which commercial banks located in New York, New York, U.S.A. are authorized or obligated by law to close.

Combination Product means a formulated and finished pharmaceutical product containing the Licensed Compound or the Licensed Products in combination with any other active pharmaceutical ingredient, including any co-formulation, co-packaged product, bundled product or other type of combination product.

Commercialization or **Commercialize** means activities directed at obtaining pricing and reimbursement approvals, marketing, promoting, distributing, importing or selling a Licensed Product.

Confidential Information means all trade secrets, processes, formulae, data, know-how, improvements, inventions, chemical or biological materials, techniques, marketing plans, strategies, customer lists, or other information that has been created, discovered, or developed by a Party or any of its Affiliates, or has otherwise become known to a Party or any of its Affiliates, as well as any other information and materials that are deemed confidential or proprietary to or by a Party or any of its Affiliates (including all information and materials of a Party's (or its Affiliates') customers and any other Third Party and their consultants), regardless of whether any of the foregoing are marked "confidential" or "proprietary" or communicated to the other by the disclosing Party in oral, written, graphic or electronic form. Confidential Information will include the Licensed Manufacturing Know-How.

Controlled or **Controls**, when used in relation to intellectual property, will mean the legal authority or right of a Party (or any of its Affiliates) to grant a license or sublicense of intellectual property rights to another Party, or to otherwise disclose proprietary or trade secret information to such other Party, without breaching the terms of any agreement with a Third Party, infringing upon the intellectual property rights of a Third Party, or misappropriating the proprietary or trade secret information of a Third Party.

Development and **Develop** means non-clinical and clinical drug development activities reasonably related to the development and submission of information to a Regulatory Authority, including toxicology, pharmacology and other discovery efforts, test method development and stability testing, process development, formulation development, delivery system development, quality assurance and quality control development, statistical analysis, clinical studies (including pre- and post-approval studies and specifically excluding regulatory activities directed to obtaining pricing and reimbursement approvals).

Effective Date means 11 December 2013.

Field means the prevention, treatment or control of HIV and AIDS.

HIV/AIDS means the human immunodeficiency virus and acquired immunodeficiency syndrome.

Licensed Compound means the compound listed in Schedule A.

Licensed Manufacturing Know-How means all technical information and know-how known to or Controlled by BMS or its Affiliates as of the Effective Date (including all manufacturing data, the percentages and specifications of ingredients, the manufacturing process, specifications, assays, quality control and testing procedures) that is identified by BMS as primarily and directly relating to, and reasonably necessary for, the making of the Licensed Products in the same manner that such Licensed Products have been made by BMS prior to the Effective Date.

Licensed Patent Rights means:

(a) the patents and patent applications of BMS in the Territory related to the Licensed Compound, including those listed on Schedule B;

(b) any continuation, continuation-in-part (but only to the extent that such application includes new data in support of claims previously submitted in a prior originally filed application), divisional, and continued-prosecution applications of any patent applications included in paragraph (a);

(c) any patents issuing from any patent applications included in the paragraphs (a) and (b),

in each case, including any renewals, extensions, patents of addition, supplementary protection certificates, revivals, re-examinations, and reissues thereof.

Licensed Products means any human pharmaceutical products produced under license from MPP and/or BMS in the Field and containing the Licensed Compound as one of its active ingredients (or as its sole active ingredient), in finished form or in such other forms, presentations, doses and formulations.

Net Sales means with respect to a given calendar quarter, the total amount invoiced by a Sublicensee for sales of the Licensed Products in the countries within the Territory where Licensed Patents Rights are in force, less freight, insurance, packing, shipping and custom duty, VAT, excise tax, sales tax, and packing for shipment, to the extent consistent with generally accepted accounting principles as consistently applied across all products of the Sublicensee and in line with the deductions reasonably expected in the relevant market.

Non-Territory Patent Rights means:

(a) the patents and patent applications of BMS outside of the Territory and related to the Licensed Compound, including those listed on Schedule C;

(b) any continuation, continuation-in-part (but only to the extent that such application includes new data in support of claims previously submitted in a prior originally filed application), divisional, and continued-prosecution applications of any patent applications included in paragraph (a);

(c) any patents issuing from any patent applications included in the paragraphs (a) and (b),

in each case, including any renewals, extensions, patents of addition, supplementary protection certificates, revivals, re-examinations, and reissues thereof.

Person means any individual, firm, corporation, partnership, limited liability company, trust, business trust, joint venture, governmental authority, association or other entity or other form of business organization.

Product Trademark means the trademark set out in Schedule E.

Regulatory Authority means any national or supranational governmental authority that has responsibility in the Territory over the Development and/or Commercialization of the Licensed Compound and Licensed Products.

Sublicense Agreement has the meaning given to it in clause 2.3(a).

Sublicensee has the meaning given to it in clause 2.

Technical Transfer Package has the meaning given to in clause 4.2.

Territory means the countries listed in Schedule D and such other or different countries as the Parties may agree in writing.

Third Party means any Person other than MPP, BMS and their respective Affiliates.

1.2 Interpretation

In this Agreement:

(a) clause headings are for convenience only and are not intended to affect the interpretation of this Agreement;

(b) where any word or phrase has a defined meaning, any other form of that word or phrase has a corresponding meaning;

(c) words in the singular include the plural and vice versa;

(d) any reference to "includes" or "including" are to be construed as indicative and non-exhaustive lists;

(e) unless otherwise specified or prevented by applicable laws, reference to "writing" includes faxes, email, letters, digital signatures or certificates or any other legible form of writing;

(f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and

(g) except to the extent expressly specified to the contrary, in the event of any inconsistency between any clause, any attachment or other document incorporated by reference, the clauses override the attachments, and the attachments override any other incorporated documents incorporated by reference, to the extent of any inconsistency.

2. LICENSE GRANT

2.1 Licensed Patent Rights and Licensed Manufacturing Know-How

(a) Upon the terms and subject to the conditions set out in this Agreement, BMS hereby grants to MPP, and MPP hereby accepts, a non-exclusive, royalty-free, non-transferable license, with the right to grant sublicenses (which will be royalty-bearing under the conditions of clauses 2.3 and 3) under the Licensed Patent Rights and the Licensed Manufacturing Know-How to make, or have made, use, offer for sale, sell, have sold, export or import the Licensed Compound and Licensed Products anywhere in the world exclusively for ultimate use in the Field in the Territory.

(b) The license granted to MPP under this clause 2.1 is granted solely for the purpose of enabling MPP to grant sublicenses to Sublicensees subject to the terms and conditions of the Sublicense Agreements. MPP will not have any right to practice such license or otherwise exploit the Licensed Patent Rights and Licensed Manufacturing Know-How for any other purpose.

2.2 Term of license grant

The license granted to MPP in clause 2.1 with respect to Licensed Patent Rights will expire upon the expiration of the last-to-expire of the Licensed Patent Rights that are granted and in force, unless where terminated earlier in accordance with clause 13. Following the expiration of such licenses in the Territory, the licenses granted in clause 2.1 with respect to Licensed Manufacturing Know-How will be fully paid-up and perpetual.

2.3 Sublicenses

(a) The parties intend that MPP will identify potential manufacturers of pharmaceutical products with a view to enter into sublicense agreements pursuant to which MPP shall grant such manufacturers (each such manufacturer referred to as a **Sublicensee**) a sublicense under the license granted by BMS to MPP in clause 2.1 according to the terms of a sublicense agreement to be entered into substantially in the form attached as Schedule G to this Agreement (each such executed sublicense agreement a **Sublicense Agreement**).

(b) Any Sublicense Agreement will be entered into subject to the following:

(i) it will refer to this Agreement and will be subject to and subordinate to this Agreement;

(ii) the Sublicensee will confirm in writing that it has reviewed the terms and conditions of this Agreement and agree to not perform any acts or omissions that would place MPP in breach of this Agreement;

(iii) the sublicense rights granted to each Sublicensee will be non-sublicensable and non-transferable except as expressly provided under the Sublicense Agreement;

(iv) the sublicense granted to each Sublicensee will be royalty-bearing;

(v) each Sublicensee will be entitled to make, have made, offer for sale, sell, have sold, export or import the Licensed Compound, whether inside or outside of the Territory, solely for the manufacture of Licensed Products exclusively for use in the Field in the Territory;

(vi) a Sublicensee will be entitled to offer for sale, sell, have sold the Licensed Products to customers outside of the Territory solely to the extent that such Licensed Products will be exclusively used in the Field in the Territory;

(vii) BMS will be a party to the Sublicense Agreement; and

(viii) before entering into a Sublicense Agreement, BMS and MPP will perform a due diligence of the proposed Sublicensee in order to ensure compliance with applicable laws relating to corruption (including anti-bribery laws and the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010); and relevant national and international quality and good manufacturing practices. No Sublicense Agreement may be entered into before the satisfactory completion of such due diligence by BMS and MPP.

(c) MPP will procure that:

(i) each Sublicensee has demonstrated capability to manufacture the presentations and strengths of the Licensed Products it intends on manufacturing;

(ii) all of the presentations and strengths of the Licensed Products listed in Schedule A will be manufactured by the Sublicensees in sufficient quantities to meet the projected aggregate demand in the Territory as soon as possible but not exceeding a period of 42 months from the Effective Date.

(d) MPP will coordinate execution of the Sublicense Agreement between BMS, MPP and Sublicensee.

(e) MPP will not modify the terms and conditions of any Sublicense Agreement (as attached as Schedule G) without BMS's prior written consent.

(f) MPP will remain jointly and severally liable with any Sublicensee for any failure by any Sublicensee to perform or observe the terms and conditions of this Agreement or a Sublicense Agreement.

(g) If MPP becomes aware of any act or omission of a Sublicensee which constitutes a breach of the relevant Sublicense Agreement, MPP will:

(i) if the breach is capable of correction and does not give rise to an immediate right of termination under the Sublicense Agreement, direct the relevant Sublicensee in writing to cure the breach, with a copy of that writing to BMS; and

(ii) if the breach remains uncured at the end of the specified period, or if there are otherwise grounds for termination under the Sublicense Agreement, and in each case if so requested by BMS, procure the termination of the relevant Sublicense Agreement in accordance with its terms.

(h) MPP agrees that it will not grant sublicenses to entities other than Sublicensees, and/or other than in the form of a Sublicense Agreement. Any purported sublicense not entered into in compliance with the foregoing will be null and void and without effect.

(i) The Sublicense Agreements will not prohibit the Sublicensees from manufacturing and selling the Licensed Compound and Licensed Products in combination with other active pharmaceutical ingredients in the Territory, provided in each case that:

(i) the Sublicensees have the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country within the Territory;

(ii) such manufacture and sale is in accordance with the licenses granted in this Agreement; and

(iii) BMS will not provide MPP or its Sublicensees with any representations, warranties or other assurances about Combination Products that include the Licensed Compound or the Licensed Products, including with respect to patents owned by third parties.

2.4 No trademark license

(a) No right or license, express or implied, is granted to MPP or the Sublicensees to use any trademark, trade name, trade dress or service mark owned or Controlled by BMS or any of its Affiliates.

(b) MPP, at its sole cost and expense, will be responsible for the selection, registration and maintenance of all trademarks and trade dress which it employs in connection with its activities conducted pursuant to this Agreement and will own and control such trademarks and trade dress.

(c) MPP and the Sublicensees will not use the Product Trademark or any trademark or trade dress or product marking used by BMS or any of its Affiliates or licensees in any manner or any trademark or trade dress that is confusingly similar to the Product Trademark or any trademark or trade dress used by BMS or any of its Affiliates.

(d) MPP and the Sublicensees will cause the color, markings and, with respect to Licensed Products in tablet form, shape of each Licensed Product to be distinctive from the BMS Product.

(e) MPP and the Sublicensees will obtain the prior written approval, such approval not to be unreasonably withheld, of BMS for any of MPP's or a Sublicensee's proposed trademark, trade dress or product markings or the color or shape of the Licensed Product. BMS will endeavor to provide its consent within 60 days of MPP's or the Sublicensee's initial request (with a reminder being sent by either MPP or the Sublicensee after 30 days), provided that if BMS does not provide any response within this 60 day period, the consent will be considered as accepted.

2.5 No implied license

No license or other right is or will be created or granted under this Agreement by implication, estoppels or otherwise. All licenses and rights are or will be granted only as expressly provided in this Agreement.

2.6 Retained rights

(a) All rights not expressly granted under this Agreement are reserved by BMS and may be used by BMS for any purpose.

(b) Without limiting the foregoing, BMS retains any and all rights under the Licensed Patent Rights and Licensed Manufacturing Know-How to make, have made, use, offer for sale, sell, have sold, export or import:

(i) the Licensed Compound and products containing the Licensed Compound, including any Combination Products, for any use whether within or outside the Territory and whether within or outside the Field; and

(ii) compounds covered by one or more claims in the Licensed Patent Rights other than the Licensed Compound for any use.

(c) BMS also expressly reserves and retains the right to make or have made, and use, the Licensed Compound and the Licensed Products for any internal research purpose.

2.7 Product diversion

(a) MPP acknowledges that the license to use and sell the Licensed Compound and Licensed Products granted under clause 2.1 is granted solely under and with respect to Licensed Patents Rights and Licensed Manufacturing Know-How for the purposes of supplying Licensed Products in the Field in the Territory.

(b) Nothing in this Agreement will be construed as granting MPP or a Sublicensee any rights under any patents, know-how or otherwise to use or sell the Licensed Compound or any Licensed Product for ultimate use outside of the Field and/or outside of the Territory.

(c) For the avoidance of doubt, it would not be a breach of the Agreement for MPP or its Sublicensees to manufacture or use the Licensed Compounds (in or outside of the Territory) for use, sale, or supply of such Licensed Compounds outside Territory where such use, sale or supply does not (i) infringe Licensed Patent Rights and Non-Territory Patent Rights; and (ii) rely on the Licensed Manufacturing Know-How. For the purposes of this provision, "to infringe" will mean the infringement of a patent in force, or any other activities that are prohibited under applicable laws in relation to Licensed Patent Rights and Non-Territory Patent Rights.

2.8 OFAC Licenses

MPP will bear full responsibility for ensuring that all sales of Licensed Compound and Licensed Products made by either MPP, the Sublicensees or their respective distributors and wholesalers in countries that are subject to OFAC sanctions are done in full compliance with all applicable OFAC regulations.

2.9 Limitation on MPP's rights to assign

MPP acknowledges that BMS has carefully selected MPP to participate in the arrangements contemplated in this Agreement. It is intended that BMS should not be obligated to participate in such arrangements with a party not of its choosing. Accordingly, this Agreement includes limitations on the right of MPP to sublicense to Third Parties other than Sublicensees, assign and delegate its rights and obligations under this Agreement without the consent of BMS.

2.10 BMS Affiliates

BMS is entering into this Agreement for itself and its Affiliates. MPP agrees that BMS may enforce its rights, and perform its obligations, under this Agreement or the Sublicense Agreements through one or more of its Affiliates.

3. ROYALTIES

3.1 Royalties collection

(a) As a consideration for the sublicense granted to the Sublicensees under the Sublicense Agreements, each Sublicensee will be required to pay to MPP, for the duration of the Royalty Term, a royalty of 3% on the Net Sales of Licensed Products in the countries within Territory where Licensed Patents Rights are granted and in force. No royalties will be due by the Sublicensees for sales in those countries within the Territory in which BMS was not collecting royalties before the Effective Date from its own licensees in relation to the Licensed Patent Rights.

(b) No royalties will be owed by the Sublicensees on sales of pediatric formulations Developed and sold by the Sublicensees.

(c) Royalty payments will be payable to MPP by the Sublicensees on a product-by-product basis and country-by-country starting on the date of first commercial sale of a Licensed Product in the relevant country and continuing until the expiration of the last-to-expire Licensed Patent Rights that are granted and in force in such country (the **Royalty Term**).

(d) Solely for the purpose of calculating Net Sales of Combination Products, if a Sublicensee sells Licensed Products in the form of a Combination Product in a particular country, Net Sales of such Combination Product in such country for the purpose of determining the royalty due to MPP will be calculated by multiplying actual Net Sales by the fraction "A/A+B", where:

(i) "A" is the fair market value of the portion of the Combination Product that contains the Licensed Compound; and

(ii) "B" is the fair market value of the portion of the Combination Product containing the other active pharmaceutical ingredient(s) or delivery device included the Combination Product,

as such fair market values are determined by mutual agreement of MPP and the Sublicensees and is documented in writing.

(e) The Sublicensees will be required to keep complete and accurate records of Licensed Compound and Licensed Products sold in sufficient detail to enable MPP to determine the amount of royalties due.

3.2 Use of royalties

(a) MPP undertakes to distribute the amounts received as royalties from the Sublicensees to suitable community-based HIV organizations based in the country from which royalties were collected.

(b) For the avoidance of doubt, BMS will not receive any royalties and will not be involved in the selection of such non-profit HIV activities.

4. TECHNICAL ASSISTANCE

4.1 Documentation

(a) BMS has provided or will provide MPP with one copy of all documents, data (including, but not limited to clinical data) or other information Controlled by BMS to the extent that such documents, data and information are the subject of the Licensed Manufacturing Know-How and are, in BMS's good faith judgment, reasonably necessary for the manufacture and registration (in the manner previously manufactured by or for BMS) of the Licensed Compound or a Licensed Product and are reasonably available to BMS without undue searching, provided however that the foregoing will in no event require BMS to provide copies of laboratory notebooks or manufacturing run records required to be maintained by BMS under applicable law. BMS will further provide the Sublicensees with NCE or other regulatory exclusivity waivers, as applicable, to the extent required by the Regulatory Authorities for national registration in the Territory of the Licensed Products.

(b) Such documentation will not be used by MPP or a Sublicensee for any purpose other than the manufacture and registration of the Licensed Compound and Licensed Products in accordance with this Agreement and is Confidential Information of BMS. MPP will assume full responsibility and liability to BMS for any unauthorized use or disclosure of such Confidential Information.

(c) BMS will be responsible for the cost of providing one set of copies only. In addition to paper and other tangible copies, BMS will, upon MPP's request and where reasonably available to BMS without undue searching, also provide to MPP electronic copies of such documents, data and other information; provided however that BMS will have no obligation to reformat or otherwise alter or modify any such materials in electronic form, in order to provide them to MPP. BMS will respond to reasonable requests from Sublicensees for clarification on the information provided under this clause 4.1(c), where responses to such requests are, in BMS's good faith judgment reasonably necessary for the manufacture and registration (in the manner previously manufactured by or for BMS) of the Licensed Compound or a Licensed Product.

(d) Any and all such materials delivered to MPP pursuant to this clause 4 are and will remain the sole property of BMS. BMS represents and warrants to MPP that the information provided to MPP pursuant to this clause 4 will be true, to the best of BMS's knowledge, as of the date of such documentation.

4.2 Technical Transfer Package

(a) MPP will require all Sublicensees to accept the technical transfer package set out in Schedule F (the **Technical Transfer Package**) and relating to the Licensed Manufacturing Know-How.

(b) Each Sublicensee will be required to evaluate the contents of the Technical Transfer Package with a view to taking a technical decision whether or not to use such contents in the manufacture of the Licensed Compound and Licensed Products. Irrespective of its decision whether to use the Technical Transfer Package or not, each Sublicensee should be in a position to make or have made generic equivalents of the Licensed Compound and the Licensed Products. In the event that it is alleged that a Sublicensee relied on the Licensed Manufacturing Know-How in breach of its obligations under this Agreement or for purposes not contemplated in this Agreement or a Sublicense Agreement, the defenses set out in clause 11.1(b) will be available to such Sublicensee.

5. COMMERCIALIZATION

(a) Each Sublicensee will be responsible, at its own expense, for the conduct of all activities relating to the Commercialization of the Licensed Products in the Territory.

(b) Each Licensed Product Commercialized by a Sublicensee under this Agreement and a Sublicense Agreement will be marked (to the extent not prohibited by law):

(i) with a notice that such Licensed Product is sold under a license from BMS and MPP; and

(ii) with all markings and notices as may be required by applicable law, including in relation to patent and other intellectual property.

(c) MPP will use all reasonable efforts to provide through the Sublicensees an adequate supply of the Licensed Products (in all formulations and strengths) to meet the therapeutic needs in the Territory and will provide through the Sublicensees a strong supply network to support the distribution of the Licensed Products in the Territory. In recognition of the humanitarian objectives of this Agreement, MPP also will use all reasonable efforts to promote the affordable access to the Licensed Products through the Sublicensees in the Territory.

6. MANUFACTURE AND SUPPLY

(a) Each Sublicensee will be solely responsible at its expense for making or having made all of its respective requirements for the Licensed Compound and Licensed Products in conformity with all applicable specifications in the Territory and will hold all relevant authorizations and permits required in this respect.

(b) Each Sublicensee will use all reasonable commercial efforts to manufacture the Licensed Compound and Licensed Products for use and sale in the Territory consistent with this Agreement and to provide a sufficient supply thereof to meet the needs in the Territory.

(c) In the event that MPP becomes aware of a tender for HIV/AIDS medicines that includes the Licensed Product and the presentations and strengths listed in Attachment A in the Territory, MPP will ensure that at least one Sublicensee submit a good faith proposal for each such tender.

7. PHARMACOVIGILANCE AND QUALITY MATTERS

7.1 Pharmacovigilance

(a) If MPP or any Sublicensee becomes aware, in an unsolicited manner, of any adverse reaction relating to the Licensed Compound or Licensed Products in connection with this Agreement or a Sublicense Agreement, MPP or the relevant Sublicensee must inform BMS within 24 hours of its becoming aware and cooperate with BMS in fulfilling BMS's reporting responsibilities under applicable laws and regulations.

(b) Each Sublicense Agreement will require the Sublicensees to maintain effective and reliable systems for receiving and tabulating any reports of adverse reactions to the Licensed Products and to report such information on a timely basis to the relevant authorities and to BMS pursuant to the terms of the Sublicense Agreement.

7.2 Quality

MPP will require the Sublicensees to manufacture Licensed Compound and Licensed Products in a manner consistent with:

(a) World Health Organization (WHO) pre-qualification standards; or

(b) the standards of any Stringent Regulatory Authority, defined as regulatory authorities which are members, observers or associates of the International Conference of Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use, as may be updated from time to time. Where such approvals are not yet available, the Sublicensees will obtain temporary approval through a WHO Expert Review Panel, as appropriate and if applicable.

8. REPRESENTATIONS AND WARRANTIES

8.1 Representations, warranties and covenants of MPP

(a) MPP represents and warrants to BMS that:

(i) MPP has all requisite corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement;

(ii) the execution of this Agreement and the performance by MPP of its obligations under this Agreement have duly been authorized by all necessary action on behalf of MPP;

(iii) this Agreement is legally binding and enforceable on MPP in accordance with its terms;

(iv) the performance of this Agreement by MPP does not create a breach or default under any other agreement to which it is a party;

(v) it will comply with all applicable laws and regulations, including all applicable anti-bribery and corruption laws (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010) and, in particular, MPP will not, directly or indirectly, offer, promise or give any financial or other advantage and or pay money or anything of value to government officials, political parties, candidates and any other person for the purposes of corruptly obtaining or retaining business; MPP will certify to BMS in writing, at the frequency requested by BMS (and at least once annually), compliance with their obligations under this Agreement (including compliance with the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010);

(vi) it will have and maintain suitable mechanisms in order to comply with all applicable laws (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act); and

(vii) it will during the Term perform regular internal due diligence to ensure ongoing compliance with all applicable laws and the terms of this Agreement.

(b) MPP represents, warrants and covenants that all of its activities related to the use of the Licensed Patent Rights and Licensed Manufacturing Know-How and the Development and Commercialization of the Licensed Compound and Licensed Products by the Sublicensees, pursuant to this Agreement and the Sublicense Agreements will comply with all applicable legal and regulatory requirements.

(c) MPP further represents, warrants and covenants that it (and the Sublicensees) will not engage in any activities that use the Licensed Patent Rights and/or Licensed Manufactured Know-How in a manner that is outside the scope of the license rights granted to it under this Agreement and that any modifications to the manufacturing process or compound technology will be undertaken at the Sublicensees' sole risk and in no event will BMS indemnify, hold harmless or defend MPP or any Sublicensee for any such modifications.

(d) As between BMS and MPP and between BMS and any Sublicensee, MPP acknowledges and agrees that BMS will have no liability whatsoever in relation to any infringement of the intellectual property rights of any Third Party by either MPP or any Sublicensee.

8.2 As is license

(a) Notwithstanding any other provision of this Agreement, MPP acknowledges and agrees that the Licensed Patent Rights and Licensed Manufacturing Know-How are licensed to MPP "as is".

(b) Notwithstanding any other provision of this Agreement, BMS makes no representation or warranty of non-infringement or any representation or warranty that the Licensed Patent Rights or Licensed Manufacturing Know-How is suitable for any purpose for which it may be used by MPP or the Sublicensees.

8.3 Disclaimer

(a) BMS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE LICENSED PATENT RIGHTS OR LICENSED MANUFACTURING KNOW-HOW OR ANY LICENSE GRANTED BY BMS UNDER THIS AGREEMENT, OR WITH RESPECT TO ANY COMPOUNDS OR PRODUCTS, INCLUDING ANY COMBINATION PRODUCTS THAT INCLUDE THE LICENSED COMPOUND OR THE LICENSED PRODUCTS.

(b) FURTHERMORE, NOTHING IN THIS AGREEMENT WILL BE CONSTRUED AS A REPRESENTATION OR WARRANTY THAT ANY PATENT OR OTHER PROPRIETARY RIGHTS INCLUDED IN THE LICENSED PATENT RIGHTS ARE VALID OR ENFORCEABLE OR THAT MPP'S OR ANY SUBLICENSEE'S USE OF THE LICENSED PATENT RIGHTS AND LICENSED MANUFACTURING KNOW-HOW CONTEMPLATED UNDER THIS AGREEMENT DOES NOT INFRINGE ANY PATENT RIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

8.4 Limitation of liability

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, IN RECOGNITION OF THE HUMANITARIAN NATURE OF THIS AGREEMENT AND THE LACK OF ANY ROYALTY TO BMS OR OTHER PAYMENTS TO BMS UNDER THIS AGREEMENT, BMS WILL NOT HAVE ANY LIABILITY TO MPP OR THE SUBLICENSEES FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES RELATED TO THIS AGREEMENT UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, BMS WILL HAVE NO LIABILITY IN THE EVENT THE LICENSED PATENT RIGHTS ARE INVALID OR UNENFORCEABLE, OR IN THE EVENT THE

EXERCISE BY MPP OF ITS RIGHTS UNDER THIS AGREEMENT OR A SUBLICENSEE UNDER THE RELEVANT SUBLICENSE AGREEMENT INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9. INVENTIONS, PATENT MAINTENANCE, INFRINGEMENT

9.1 Inventions

(a) BMS (or its Affiliates) will own the entire right, title and interest in and to any and all inventions conceived solely by its employees and agents after the Effective Date relating to the Licensed Compound or any Licensed Product, including any adaptation of any manufacturing process or proprietary drug delivery or formulation technology of BMS or its Affiliates for the production of the Licensed Compound or any Licensed Product, and any patents covering such invention (**BMS Sole Inventions**), subject to the license grant to MPP set out in clause 2.

(b) The relevant Sublicensee will own the entire right, title and interest in and to any and all inventions conceived solely by its employees and agents after the Effective Date relating to the Licensed Compound or any Licensed Product in the Field in the Territory (but only to the extent separable from BMS's intellectual property) (**Sublicensee Sole Inventions**). The relevant Sublicensee will notify MPP and BMS in writing of any such invention and MPP and BMS will automatically have a non-exclusive, perpetual, worldwide, royalty-free license to use any such invention and any related intellectual property, irrespective of expiration or termination of this Agreement. BMS may transfer or sublicense such inventions only to BMS's own Affiliates and suppliers, provided that such Affiliates and suppliers utilize such Sublicensee Sole Inventions solely for the benefit of BMS. Should MPP desire to sublicense any such rights to other Sublicensees in relation to the Licensed Product and Licensed Compound, the relevant Sublicensee and MPP will enter into good faith negotiations.

9.2 Patent maintenance and abandonment

BMS will be responsible (at its own expense and discretion) for, and will control, the prosecution (including any interferences, reissue proceedings and reexaminations) and maintenance of all Licensed Patent Rights in the Territory.

9.3 Enforcement of Licensed Patent Rights

(a) Information

In the event that MPP becomes aware of a suspected or actual breach of any Sublicense Agreement, MPP will notify BMS promptly, and following such notification, the Parties will confer.

(b) Enforcement of Licensed Patent Rights

BMS (and/or its Affiliates) will have the right but will not be obligated, to bring an infringement action at its own expense, in its own name and entirely under its own direction and control, subject to the following:

(i) BMS, MPP and each Sublicensee will reasonably assist each other (at their own respective expense) in any action or proceeding being prosecuted if so requested by BMS, MPP and/or each Sublicensee, and such reasonable assistance is necessary for BMS, MPP and/or each Sublicensee to fully exercise its rights under such proceeding;

(ii) MPP will have the right to participate and be represented in any such suit by its own counsel at its own expense; and

(iii) no settlement of any such action or proceeding which restricts the scope, or adversely affects the enforceability, of a Licensed Patent Right may be entered into by BMS without the prior written consent of MPP, which consent will not be unreasonably withheld, delayed or conditioned.

(c) Infringement by MPP

If the making, import, use, offer for sale or sale of the Licensed Compound or the Licensed Products by or on behalf of MPP or a Sublicensee infringe on the intellectual property rights of a Third Party in the Territory, MPP will be solely responsible for such infringement, and BMS will not have any obligation to defend or indemnify MPP or a Sublicensee with respect to any such claim.

10. AUDIT AND REPORTS

10.1 Reports

MPP will send to BMS within 15 Business Days following the end of each calendar quarter the number of units of Licensed Products sold by strength / formulation by country and the amount of royalties payable and collected as a result of the sales thereof. MPP shall also provide BMS with a quarterly written report setting forth each Sublicensee's (a) Licensed Products development pipeline, (b) status of development of each Licensed Product in development, (c) regulatory filing plan for each Licensed Product, and (d) a list of countries within the Territory for which such regulatory approvals or authorizations have been obtained for any Licensed Product. BMS agrees that information contained in quarterly and other such reports shall be treated as Confidential Information.

10.2 Audit

(a) MPP grants BMS the right, with reasonable notice, to:

(i) inspect and audit the performance of, and compliance with, this Agreement and the Sublicense Agreements and applicable laws, including the collection of the royalties by MPP and use of the same in accordance with clause 3.2; and

(ii) inspect and audit all documents and other records relating to the performance of this Agreement and the Sublicense Agreements.

(b) BMS will nominate an independent third party auditor or consultant to exercise its rights set out in this clause 10.

(c) MPP will cooperate with and provide all reasonable assistance to BMS, its officers, employees, agents, advisors, representatives or contractors exercising BMS's rights under this clause 10.

11. NON DISCLOSURE OF CONFIDENTIAL INFORMATION

11.1 Non disclosure

(a) Each party agrees that, for so long as this Agreement is in effect and for a period of 10 years thereafter, a Party receiving Confidential Information of the other Party (or that has received any such Confidential Information from the other Party prior to the Effective Date) will:

(i) maintain in confidence such Confidential Information using not less than the efforts such Party uses to maintain in confidence its own proprietary industrial information of similar kind and value;

(ii) not disclose such Confidential Information to any Third Party without the prior written consent of the other Party, except for disclosure expressly permitted under this Agreement; and

(iii) not use such Confidential Information for any purpose except those permitted by this Agreement (it being understood that this clause (iii) will not create or imply any rights or licenses not expressly granted under clause 2 of this Agreement).

(b) Exceptions

The obligations under clause 11.1(a) will not apply with respect to any portion of the Confidential Information that the receiving Party can show by written evidence:

(i) is publicly disclosed by the disclosing Party, either before or after it is disclosed to the receiving Party; or

(ii) was known to the receiving Party or any of its Affiliates, without any obligations to keep it confidential or any restriction on its use, prior to disclosure by the disclosing Party; or

(iii) is subsequently disclosed to the receiving Party or any of its Affiliates by a Third Party lawfully in the possession thereof and without any obligation to keep it confidential or any restriction on its use; or

(iv) is published by a Third Party or otherwise becomes publicly available, either before or after it is disclosed to the receiving Party; or

(v) has been independently developed by employees or contractors of the receiving Party or any of its Affiliates without the aid, application or use of Confidential Information of the disclosing Party.

11.2 Authorized disclosure

(a) The receiving Party may disclose Confidential Information belonging to the other Party to the extent (and only to the extent) such disclosure is reasonably necessary in the following instances:

(i) regulatory filings;

(ii) prosecuting or defending litigation;

(iii) complying with applicable governmental laws and regulations (including the rules and regulations of the Securities and Exchange Commission or any national securities exchange) and with judicial process, if in the reasonable

opinion of the receiving Party's counsel, such disclosure is necessary for such compliance; and

(iv) disclosure, in connection with the performance of this Agreement and solely on a "need-to-know basis", to Affiliates, potential collaborators (including potential co-marketing and co-promotion contractors), research collaborators, employees, consultants or agents, each of whom prior to disclosure must be bound by similar obligations of confidentiality and non-use at least equivalent in scope to those set forth in this clause 10; provided however that the receiving Party will remain responsible for any failure by any such Person who receives Confidential Information pursuant to this clause 10 to treat such Confidential Information as required under this clause 10.

(b) If and whenever any Confidential Information is disclosed in accordance with this clause 11.2, such disclosure will not cause any such information to cease to be Confidential Information except to the extent that such disclosure results in a public disclosure of such information (otherwise than by breach of this Agreement). Where reasonably possible, the receiving Party will notify the disclosing Party's intent to make such disclosure pursuant to this clause 11.2 sufficiently prior to making such disclosure so as to allow the disclosing Party adequate time to take whatever action it may deem appropriate to protect the confidentiality of the information.

(c) The Parties agree that a copy of this Agreement as well as of each Sublicense Agreement may be publicly disclosed on MPP's website. Such disclosure will not constitute a breach of either Party's obligations under this clause 11.

12. INDEMNITY

12.1 MPP indemnity

MPP will indemnify, defend and hold harmless BMS and its Affiliates, and their respective officers, directors, employees, agents, licensors and their respective successors, heirs and assigns and representatives, from and against any and all claims, threatened claims, damages, losses, suits, proceedings, liabilities, costs (including reasonable legal expenses, costs of litigation and reasonable attorney's fees) or judgments, whether for money or equitable relief, of any kind (**Losses and Claims**) arising out of or relating, directly or indirectly:

(a) any breach by MPP of any of the provisions of this Agreement;

(b) any negligence or willful misconduct by or on behalf of MPP;

(c) any breach of a Sublicense Agreement by MPP or a Sublicensee.

(d) MPP's (or its Affiliates and Sublicensees') use and practice otherwise of the Licensed Patent Rights and Licensed Manufacturing Know-How, including claims and threatened claims based on:

(i) product liability, bodily injury, risk of bodily injury, death or property damage;

(ii) infringement or misappropriation of Third Party patents, copyrights, trademarks or other intellectual property rights; or

(iii) the failure to comply with applicable laws related to the matters referred to in the foregoing with respect to the Licensed Compound and/or any Licensed Product except in any such case for Losses and Claims to the extent resulting from the gross negligence, recklessness or willful misconduct of BMS.

12.2 Insurance

MPP will require the Sublicensees to purchase and maintain appropriate product liability insurance as per the terms of the Sublicense Agreement.

13. TERM AND TERMINATION

13.1 Term

This Agreement will commence as of the Effective Date and, unless sooner terminated in accordance with the terms of this Agreement or by mutual written consent, will expire upon the expiration of the last-to-expire of the Licensed Patent Rights.

13.2 Termination by either Party

Either Party will have the right to terminate this Agreement, at its sole discretion, upon delivery of written notice to the other Party, upon the occurrence of any of the following:

(a) the other Party becomes bankrupt, insolvent or cannot pay its debts when due;

(b) the occurrence of any material safety issue that such Party reasonably believes makes it inadvisable to proceed or continue with the commercialization of the Licensed Product in the Territory; or

(c) a material breach of this Agreement by the other Party that is not cured within 90 days after written notice of such breach is given.

13.3 Additional termination rights

(a) BMS will have the right to terminate this Agreement, at BMS's sole discretion, upon delivery of written notice to MPP upon the occurrence of any of the following:

(i) the failure of MPP to ensure a sufficient supply of the Licensed Products in the formulations and strengths listed in Schedule A to meet substantially the needs in the Territory, other than isolated, temporary shortages of less than 90 days if such shortage is not cured (other than by means of a reallocation of Licensed Products that has the effect of creating shortage elsewhere) with 90 days after written notice to MPP by BMS;

(ii) any failure by MPP of ensuring compliance with relevant OFAC regulations under clause 2.8 of this Agreement;

(iii) if in the reasonable opinion of BMS, control (through ownership or otherwise) of MPP changes.

(b) Either of BMS and MPP will have the right to terminate any Sublicense Agreement, upon delivery of written notice to the relevant Sublicensee(s) upon the occurrence of any of the following:

(i) without prejudice to clause 2.7(c), a cross border diversion of the Licensed Products whereby any Sublicensee (directly or indirectly or through a Third Party, located in or out of the Territory) uses, offers for sale, sells, has sold Licensed Products for use in any country outside of the Territory;

(ii) any failure by the Sublicensees to comply with the quality requirements under clause 7.2 of this Agreement;

(iii) the failure by the Sublicensees to Develop and Commercialize the Licensed Products in the formulation and strengths listed in Schedule A within three years of the effective date of the Sublicense Agreement;

(iv) the occurrence of a direct or indirect Change of Control of Sublicensee that has not been consented to by BMS and MPP in writing;

(v) in the event of any serious or intentional violation of any laws and regulations or misappropriation of a Third Party's intellectual property rights by a Sublicensee anywhere in the world, which in BMS's and MPP's judgment, may reflect unfavorably on BMS, MPP, their reputation or the Licensed Products.

13.4 Scope of termination

Except as otherwise expressly provided in this Agreement, any termination of this Agreement pursuant to this clause 13 will be as to all Licensed Compounds and Licensed Products.

13.5 Effect of termination

Upon termination of this Agreement other than as a result of expiration pursuant to clause 13.1 of this Agreement:

(a) all rights and licenses granted to MPP under clause 2 will terminate, and all rights, licenses and cross-references will revert to BMS and MPP will cease all use of the Licensed Patent Rights and the Licensed Manufacturing Know-How;

(b) the Sublicense Agreements will be automatically be converted into licenses between BMS and the Sublicensees, provided that BMS reserves its rights to terminate the licenses so converted on the same grounds as those having led to termination of this Agreement; and

(c) neither Party will be relieved of any obligation that accrued prior to the effective date of such termination.

It is understood and agreed that BMS will be entitled to specific performance as a remedy to enforce the provisions of this clause 13.5, in addition to any other remedy to which it may be entitled by applicable law.

Termination of this Agreement or a Sublicense Agreement by BMS will not preclude BMS from claiming damages from MPP or the Sublicensee for any breach of this Agreement or in relation to the event having given rise to the termination, or affect any other right or remedy available to BMS.

13.6 Survival

The following provisions will survive termination or expiration of this Agreement, as well as any other provisions which by their nature are intended to survive termination or expiration: clause 1 (as applicable), clauses 8.3, 8.4, 11, 12, 13.6, 13.7, 14 and 15.

13.7 Termination cooperation

Upon the termination or expiration of this Agreement, BMS and MPP will cooperate with one another to provide for an orderly wind-down of the transactions contemplated in this Agreement.

13.8 Bankruptcy

The Parties agree that in the event a Party becomes a debtor under Title 11 of the U.S. Code, this Agreement will be deemed to be, for the purposes of Section 365(n) of such title, a license to rights to "intellectual property" as defined therein. Each party as a licensee hereunder will have the rights and elections as specified in such Title 11. Any agreements supplemental to this Agreement will be deemed to be "agreements supplementary to" this Agreement for the purposes of Section 365(n) of such Title 11.

14. DISPUTE RESOLUTION

14.1 Resolution by senior executives

(a) Except as provided in clause 14.2(h), all disputes, controversies or claims between the Parties in connection with this Agreement, its construction, or the rights, duties or liabilities of either Party under this Agreement (a "**Dispute"**) must be resolved pursuant to the following resolution process in this clause 14.1 and the arbitration process in clause 14.2. The parties to any such Dispute may alter or amend these procedures by agreement in writing.

(b) To commence the resolution process, any Party may serve a notice on another Party identifying: (i) the nature of the Dispute; and (ii) the amount in Dispute.

(c) Once notice is received, the parties must first attempt in good faith to resolve such Dispute by negotiation and consultation between themselves.

(d) In the event that such Dispute is not resolved on an informal basis within 30 days after such notice is received, either Party may, by written notice to the other Party, refer the Dispute to the Executive Director of MPP and to BMS's Executive Director Global Commercial Lead HIV Portfolio (together, the **Designated Officers**) for attempted resolution by good faith negotiation.

(e) If any such Dispute is not resolved by the Designated Officers within 30 days after the receipt of the notice referring such Dispute to the Designated Officers, then either Party may demand resolution of the Dispute by binding arbitration pursuant to clause 14.2.

14.2 Arbitration

Except as provided in clause 14.2(h), if any Dispute is not resolved in accordance with clause 14.1, then either Party may submit such Dispute for resolution through binding arbitration as follows:

(a) A Party may submit such Dispute to arbitration by notifying the other Party in writing and demanding arbitration of such Dispute in accordance with this clause 14.2. Any such Dispute will be finally resolved under the Rules of Arbitration of the International Chamber of Commerce (the **ICC**), except as provided herein.

(b) Within 30 days after receipt of such notice, the Parties will each designate in writing an arbitrator, and within 30 days those arbitrators shall designate a third arbitrator to resolve the Dispute provided however that if the Parties cannot agree on an arbitrator within such 30 day period, the arbitrator will be selected by the ICC. The arbitrators will be persons knowledgeable and experienced in the law concerning the subject matter of the dispute, and will not be a current or former Affiliate, employee, consultant, officer, director of either Party or a stockholder of either Party, or otherwise have any current or previous relationship with either Party or their respective Affiliates and will not be a resident or citizen of the Territory. The

governing law of this Agreement will govern any such proceedings. The language of the arbitration will be English.

(c) Within 30 days after the designation of the third arbitrator, the arbitrators and the Parties will meet, and each Party will provide to the arbitrators a written summary of all disputed issues, such Party's position on such disputed issues and such Party's proposed ruling on the merits of each such issue.

(d) The arbitrators will set a date for a hearing, which will be no later than 30 days (or such longer period agreed in writing by the Parties) after the submission of written proposals pursuant to clause 14.2(b), for the presentation of evidence and legal argument concerning each of the issues identified by the Parties. The Parties will have the right to be represented by counsel. Except as provided in this Agreement, the arbitration will be governed by the Rules of Arbitration of the ICC pursuant to clause 14.2(a) (the **Rules**).

(e) The arbitrators will each use his or her best efforts to rule on each disputed issue within 30 days (or such longer period agreed in writing by the Parties) after completion of the hearing described in clause 14.2(d). The determination of the arbitrator as to the resolution of any dispute will be binding and conclusive upon all Parties. All rulings of the arbitrator will be in writing and will be delivered to the Parties except to the extent the Rules provide otherwise. Nothing contained herein will be construed to permit the arbitrator to award punitive, exemplary or any similar damages.

(f) The attorney's fees of the Parties in any arbitration, fees of the arbitrator and costs and expenses of the arbitration will be borne by the Parties in a proportion determined by the arbitrator.

(g) Any arbitration pursuant to this clause 14.2 will be conducted in Paris, France. The parties agree that any proceeding initiated to enter or confirm any arbitration award may be entered in and enforced by any court with jurisdiction, including a court sitting in New York City, New York. In this respect the Parties irrevocably and unconditionally consent to the exercise of personal jurisdiction by the courts in New York in such proceedings.

(h) The Parties acknowledge and agree that the breach by any Party of the provision of this Agreement related to the protection of trade secrets or confidentiality would not be fully compensable by money damages and would result in irreparable harm to the other Party. Notwithstanding anything in this clause 14, each Party will have the right to seek injunctive or other equitable relief from a court of competent jurisdiction as may be necessary to avoid irreparable harm, maintain the status quo or preserve the subject matter of the arbitration, including any breach or threatened breach of clauses 11.1 and 13.5. The parties agree that any such request for injunctive or equitable relief may be brought in a court sitting in New York City, New York and the Parties irrevocably and unconditionally consent to the exercise of personal jurisdiction by the courts in New York in such proceedings.

15. MISCELLANEOUS

15.1 Agreement management

(a) At the Commencement Date, each party will appoint an individual as **Agreement Manager**. Each party may update the identity of its Agreement Manager during the Term by notice in writing to the other Party.

(b) The Agreement Managers of each Party will meet in person or discuss via teleconference at least once a quarter during the Term to discuss performance of each Party's obligations under this Agreement and any other matters as notified by either Party in advance of such meeting.

15.2 Severability

If any one or more of the provisions of this Agreement is held to be invalid or unenforceable, the provision will considered severed from this Agreement and will not serve to invalidate any remaining provisions of this Agreement. The Parties will make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Agreement may be realized.

15.3 Notices

(a) Any notice required or permitted to be given under this Agreement will be in writing and will be delivered by hand or overnight courier with tracking capabilities or mailed postage prepaid by first class, registered or certified mail addressed as set forth below unless changed by notice so given:

(i) If to BMS:

Bristol-Myers Squibb Company
345 Park Avenue
New York, NY 10154
U.S.A.
Attention: General Counsel and Corporate Secretary

with a copy to:

Bristol Myers Squibb Company
777 Scudders Mill Road
Plainsboro, NJ 08536
U.S.A.
Attention: Vice President and Assistant General Counsel, Strategic Corporate Transactions

(ii) If to MPP:

The Medicines Patent Pool Foundation
Chemin Louis-Dunant 17
Geneva 1202
Switzerland
Attention: General Counsel

(b) Any such notice will be deemed delivered on the date received. A Party may add, delete, or change the person or address to whom notices should be sent at any time upon written notice delivered to the Party's notices in accordance with this clause 15.3.

15.4 Force Majeure

(a) No party will be liable for any failure to perform its obligations under this Agreement (other than obligations to make payments of money) to the extent such performance has been delayed, interfered with or prevented by any event of Force Majeure.

(b) As used in this Agreement, **Force Majeure** means any circumstances whatsoever which are not within the reasonable control of the Party affected thereby, including an

act of God, war, terrorism, insurrection, riot, strike or labor dispute, shortage of materials, fire, explosion, flood, government requisition or allocation, breakdown of damage to plant, equipment or facilities, interruption or delay in transportation, fuel supplies or electrical power, embargo, boycott, order or act of civil or military authority. The Party who declares an event of Force Majeure will give prompt notice to the other Party of such declaration.

(c) If the performance of any obligation has been delayed, interfered with or prevented by an event of Force Majeure, then the Party affected by such event will take such actions as are reasonably available to remove the event of Force Majeure or to mitigate the effect of such occurrence, except that labor disputes will be settled at the sole discretion of the Party affected thereby.

(d) If an event of Force Majeure occurs, the obligations of the Parties under this Agreement (other than the obligations to make payments of money) will be suspended during, but not longer than, the continuance of the event of Force Majeure.

15.5 Assignment

(a) Neither Party may assign this Agreement, except as specifically permitted by this clause 15.5.

(b) BMS may, without MPP's consent, assign or transfer any and all of its rights and obligations under this Agreement to any Affiliate of BMS or to any Third Party (including a successor in interest), provided however that such assignee or transferee agrees in a writing provided to MPP to assume such transferred obligations and to be bound by the terms of this Agreement. In the event of any such transfer of any or all of BMS's obligations under this Agreement (or any or all of the obligations of any BMS Affiliate to which any of such obligations may have been transferred) to a Third Party, the assumption of such transferred obligations by such Third Party will constitute the release of BMS and its Affiliates from such obligations, and thereafter BMS and its Affiliates will have no further liability or responsibility to MPP and its Affiliates to which any of such obligations may have been transferred, the assumption or guarantee by such Third Party of the obligations under this Agreement of such transferred BMS Affiliate will constitute the release of BMS from such obligations, and thereafter BMS will have no further liability or responsibility to MPP and its Affiliates in respect of such obligations.

(c) MPP may not assign all or any part of its rights, or delegate all or any part of its obligations, under this Agreement without BMS's prior written consent.

(d) Any assignment or transfer in violation of the foregoing will be null and void and wholly invalid, the assignee or transferee in any such assignment or transfer will acquire no rights whatsoever, and the non-assigning non-transferring Party will not recognize, nor will it be required to recognize, such assignment or transfer.

(e) Subject to the foregoing provisions of clause 15.5, this Agreement will inure to the benefit of and be binding on the Parties' successors and assigns.

15.6 Waiver and modifications

The failure of any Party to insist on the performance of any obligation under this Agreement will not be deemed to be a waiver of such obligation. Waiver of any breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of such provision or any other provision on such occasion or any succeeding occasion. No waiver, modification, release or amendment of any obligation under or provision of this Agreement will be valid or effective unless in writing and signed by all Parties.

15.7 Choice of law

This Agreement will be governed, and will be construed in accordance with the laws of England without regard to its conflicts of law provisions.

15.8 Publicity

The Parties agree that neither Party will issue a press release or public announcement concerning the transactions contemplated by this Agreement without the advance written consent of the other Party. If either Party intends to issue a press release, it will submit a draft of such proposed press release to the other Party at least 5 Business Days prior to the date such Party intends to issue the release and will agree to consider the comments of the other Party to the press release. After any initial press release or public announcement is made, however, each 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, and terms, conditions and subject matter previously disclosed about the Agreement, provided such disclosures or statements are accurate and complete with respect to the subject matter thereof and the information disclosed therein.

15.9 Relationship of the Parties

Each Party is an independent contractor under this Agreement. Nothing contained in this Agreement is intended or is to be construed so as to constitute BMS and MPP as partners, agent or joint venturers. Neither Party will have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any Third Party.

15.10 Headings

Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.

15.11 Entire Agreement

This Agreement constitutes the entire agreement between the Parties as to the subject matter of this Agreement, and supersedes and merges all prior negotiations, representations, agreements and understandings regarding the same.

15.12 Counterparts

This Agreement may be executed in counterparts with the same effect as if both Parties had signed the same document. All such counterparts will be deemed an original, will be construed together and will constitute one and the same instrument.

15.13 Ambiguities

Each of the Parties acknowledges and agrees that this Agreement has been diligently reviewed by and negotiated by and between them, that in such negotiations each of them has been represented by competent counsel and that the final agreement contained in this Agreement, including the language whereby it has been expressed, represents the joint efforts of the Parties and their counsel. Accordingly, in interpreting this Agreement or any provision hereof, no presumption will apply against any Party as being responsible for the wording or drafting of this Agreement or any such provision, and ambiguities, if any, in this Agreement will not be construed against any Party irrespective of which Party may be deemed to have authored the ambiguous provisions.

15.14 Business conduct and ethics

BMS takes seriously its compliance and ethics responsibilities and seeks to do business only with third parties who share our high standards of ethical behavior. To that end, BMS has adopted Standards of Business Conduct and Ethics for Third Parties (**3P Standards**). BMS encourages MPP and the Sublicensees to comply with the elements of the 3P Standards that apply to them. For your reference, the 3P Standards are available at http://www.bms.com/ourcompany/compliance_ethics/Pages/default.aspx.

(remainder of the page intentionally left blank)

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their respective duly authorized officers.

For and on behalf of
Bristol-Myers Squibb Company:

Signature

Name: GIOVANNI CAFORIO

Title: EVP and CCO

For and on behalf of
The Medicines Patent Pool Foundation:

Signature

Name: GREG PERRY

Title: EXECUTIVE DIRECTOR.

Schedule A Licensed Compound, presentations and strengths

Licensed Compound

The compound known as “atazanavir”.

Presentations and strengths

Capsules in 150 mg, 200 mg, 300 mg strengths containing atazanavir as its sole active ingredient and any additional formulation or strength (including pediatric formulations) for which BMS would receive FDA approval in relation to the Licensed Compound during the Term.

Schedule B Licensed Patent Rights

The list below is accurate to the best of BMS knowledge as of the Effective Date. BMS has no obligation to update this list of the Licensed Patent Rights. It remains the responsibility of MPP and the Sublicensees to check for any changes in status.

Title: PROCESS FOR PREPARING ATAZANAVIR BISULFATE AND NOVEL FORMS

Country	Appln. No.	Filing Date	Patent No.	Grant Date
India	02933/DELNP/09	01 May 2009		
India	06425/DELNP/2006	03 May 2005		
South Africa	2006/9084	03 May 2005	2006/9084	27 August 2008

Title: TABLETED COMPOSITIONS CONTAINING ATAZANAVIR

Country	Appln. No.	Filing Date	Patent No.	Grant Date
India	8328/DELNP/2009	20 June 2008		

Title: TABLETED COMPOSITIONS CONTAINING ATAZANAVIR

Country	Appln. No.	Filing Date	Patent No.	Grant Date
India	8332/DELNP/2009	20 June 2008		

Title: TABLETED COMPOSITIONS CONTAINING ATAZANAVIR

Country	Appln. No.	Filing Date	Patent No.	Grant Date
India	08330/DELNP/09	20 June 2008		

Title: ATAZANAVIR SULFATE FORMULATIONS WITH IMPROVED pH EFFECT

Country	Appln. No.	Filing Date	Patent No.	Grant Date
India	9097/CHENP/12	07 April 2011		

Title: A PROCESS FOR THE PREPARATION OF ALPHA' CHLOROKETONES

Country	Appln. No.	Filing Date	Patent No.	Grant Date
India	145/MUMNP/2003	20 July 2001	214096	05 October 2007

Title: STEREOSELECTIVE REDUCTION OF SUBSTITUTED OXO-BUTANES

Country	Appln. No.	Filing Date	Patent No.	Grant Date
India	93/MUMNP/2003	20 July 2001	206217	19 April 2007

Title: BMS-232632 HIV PROTEASE INHIBITOR - ATAZANAVIR

Country	Appln. No.	Filing Date	Patent No.	Grant Date
India	310/CHE/2007	14 Feb 2007		
India	3234/CHE/2008	22 Dec 2008		
India	3235/CHE/2008	22 Dec 2008		
Pakistan	226/97	15 Apr 1997	141049	20 Dec 2010
Pakistan	717/2009	03 Aug 2009	141065	20 Dec 2010
South Africa	97/3387	21 Apr 1997	97/3387	31 Dec 1997

Title: BISULFATE SALT OF HIV PROTEASE INHIBITOR

Country	Appln. No.	Filing Date	Patent No.	Grant Date
Ecuador	SP992834	19 Jan 1999		
Georgia	AP1998004009	22 Dec 1998	P3026	25 July 2003
Pakistan	12/99	07 Jan 1999	136678	07 May 2001
South Africa	990056	05 Jan 1999	990056	27 Sept 2000

Schedule C Non-Territory Patent Rights

The list below is accurate to the best of BMS knowledge as of the Effective Date. BMS has no obligation to update this list of the Non-Territory Patent Rights. It remains the responsibility of MPP and the Sublicensees to check for any changes in status.

Title: PROCESS FOR PREPARING ATAZANAVIR BISULFATE AND NOVEL FORMS

Country	Appln. No.	Filing Date	Patent No.	Grant Date
Argentina	P050101776	03 May 2005		
Australia	2010201538	16 Apr 2010		
Australia	2005240622	03 May 2005	2005240622	27 May 2010
Brazil	PI0509595.6	03 May 2005		
Canada	2777216	03 May 2005		
Canada	2565629	03 May 2005	2565629	31 July 2012
Chile	1057/05	04 May 2005		
Chile	1057/05	04 May 2005		
Chile				
China	200910145402.X	18 May 2009	200910145402.X	14 Dec 2011
China	200580022550.2	03 May 2005	200580022550.2	30 March 2011
European Procedure (Patents)	05744537.1	03 May 2005		
European Procedure (Patents)	05744537.1	10 July 2013		
European Procedure (Patents)	13175944.1	10 July 2013		
Hong Kong	07103668.8	10 Apr 2007		
Israel	178965	03 May 2005	178965	01 Sept 2011
Japan	2007-511502	03 May 2005	5086069	14 Sept 2012
South Korea	10-2006-7025370	03 May 2005	10-1153606	30 May 2012
Mexico	PA/A/06/012612	03 May 2005	274189	19 Feb 2010
Norway	20065441	03 May 2005		
Peru	000500/2005-OIN	04 May 2005		
Russian Federation	2006142768	03 May 2005	2385325	27 March 2010
Singapore	200607509.7	03 May 2005	127083	14 Jan 2011
Taiwan	94114255	03 May 2005		
United States Of America	12/360468	27 Jan 2009	7838678	23 Nov 2010
United States Of America	12/900588	08 Oct 2010	8513428	20 Aug 2013
United States Of America	11/119558	02 May 2005	7829720	09 Nov 2010
Venezuela	VN05/000854	04 May 2005		
International Procedure	PCT/US2005/015333	03 May 2005		

Title: A PROCESS FOR PREPARING (2R,3S)-1,2-EPOXY-3-(PROTECTED)AMINO-4-SUBSTITUTED BUTANE

Country	Appln. No.	Filing Date	Patent No.	Grant Date
Argentina	P060102134	23 May 2006		
Germany	06750625.3	19 Apr 2006	1893765	30 Nov 2011
European Procedure (Patents)	06750625.3	19 Apr 2006	1893765	30 Nov 2011
Spain	06750625.3	19 Apr 2006	1893765	30 Nov 2011
France	06750625.3	19 Apr 2006	1893765	30 Nov 2011
United Kingdom	06750625.3	19 Apr 2006	1893765	30 Nov 2011
Italy	06750625.3	19 Apr 2006	1893765	30 Nov 2011
United States Of America	12/506596	21 July 2009	8119389	21 Feb 2012
United States Of America	11/365275	01 Mar 2006	7582468	01 Sept 2009
International Procedure	PCT/US2006/014629	19 Apr 2006		

Title: TABLETED COMPOSITIONS CONTAINING ATAZANAVIR

Country	Appln. No.	Filing Date	Patent No.	Grant Date
Australia	2008268625	20 June 2008		
European Procedure (Patents)	08771562.9	20 June 2008		
Gulf Cooperation Council	11117	22 June 2008		
Japan	2010-513431	20 June 2008		
South Korea	2009-7026607	20 June 2008		
Lebanon	8336	13 June 2008	8336	23 July 2009
Mexico	MX/A/09/013504	20 June 2008	312207	12 Aug 2013
Thailand	0801003176	20 June 2008		
United States Of America	13/906651	31 May 2013		
International Procedure	PCT/US2008/067622	20 June 2008		

Title: TABLETED COMPOSITIONS CONTAINING ATAZANAVIR

Country	Appln. No.	Filing Date	Patent No.	Grant Date
Austria	08771569.4	20 June 2008	2178513	30 March 2011
Australia	2008268537	20 June 2008	2008268537	14 Feb 2013
Belgium	08771569.4	20 June 2008	2178513	30 March 2011
Bulgaria	08771569.4	20 June 2008	2178513	30 March 2011
Switzerland	08771569.4	20 June 2008	2178513	30 March 2011
Cyprus (Republic)	08771569.4	20 June 2008	2178513	30 March 2011
Czech Republic	08771569.4	20 June 2008	2178513	30 March 2011
Germany	08771569.4	20 June 2008	2178513	30 March 2011
Denmark	08771569.4	20 June 2008	2178513	30 March 2011
Estonia	08771569.4	20 June 2008	2178513	30 March 2011
European Procedure (Patents)	08771569.4	20 June 2008	2178513	30 March 2011
Spain	08771569.4	20 June 2008	2178513	30 March 2011
Finland	08771569.4	20 June 2008	2178513	30 March 2011

France	08771569.4	20 June 2008	2178513	30 March 2011
United Kingdom	08771569.4	20 June 2008	2178513	30 March 2011
Greece	08771569.4	20 June 2008	2178513	30 March 2011
Croatia	08771569.4	20 June 2008	2178513	30 March 2011
Hungary	08771569.4	20 June 2008	2178513	30 March 2011
Ireland	08771569.4	20 June 2008	2178513	30 March 2011
Iceland	08771569.4	20 June 2008	2178513	30 March 2011
Italy	08771569.4	20 June 2008	2178513	30 March 2011
South Korea	2009-7026604	20 June 2008		
Lithuania	08771569.4	20 June 2008	2178513	30 March 2011
Luxembourg	08771569.4	20 June 2008	2178513	30 March 2011
Latvia	08771569.4	20 June 2008	2178513	30 March 2011
Monaco	08771569.4	20 June 2008	2178513	30 March 2011
Malta	08771569.4	20 June 2008	2178513	30 March 2011
Mexico	MX/A/09/013461	20 June 2008	290355	22 Sept 2011
Netherlands	08771569.4	20 June 2008	2178513	30 March 2011
Norway	08771569.4	20 June 2008	2178513	30 March 2011
Poland	08771569.4	20 June 2008	2178513	30 March 2011
Portugal	08771569.4	20 June 2008	2178513	30 March 2011
Romania	08771569.4	20 June 2008	2178513	30 March 2011
Sweden	08771569.4	20 June 2008	2178513	30 March 2011
Slovenia	08771569.4	20 June 2008	2178513	30 March 2011
Slovakia	08771569.4	20 June 2008	2178513	30 March 2011
Thailand	0801003177	20 June 2008		
Turkey	08771569.4	20 June 2008	2178513	30 March 2011
United States Of America	12/664802	20 June 2008		
International Procedure	PCT/US2008/067633	20 June 2008		

Title: TABLETED COMPOSITIONS CONTAINING ATAZANAVIR

Country	**Appln. No.**	**Filing Date**	**Patent No.**	**Grant Date**
Germany	08771565.2	20 June 2008	2178512	09 March 2011
European Procedure (Patents)	08771565.2	20 June 2008	2178512	09 March 2011
Spain	08771565.2	20 June 2008	2178512	09 March 2011
France	08771565.2	20 June 2008	2178512	09 March 2011
United Kingdom	08771565.2	20 June 2008	2178512	09 March 2011
Italy	08771565.2	20 June 2008	2178512	09 March 2011
Japan	2010-513435	20 June 2008		
South Korea	2009-7026606	20 June 2008		
Mexico	MX/A/09/013499	20 June 2008	290480	26 Sept 2011
Thailand	0801003178	20 June 2008		
International Procedure	PCT/US2008/067629	20 June 2008		

Title: ATAZANAVIR SULFATE FORMULATIONS WITH IMPROVED pH EFFECT

Country	Appln. No.	Filing Date	Patent No.	Grant Date
China	201180028213.X	07 Apr 2011		
European Procedure (Patents)	11714907.0	07 Apr 2011		
Japan	2013-503940	07 Apr 2011		
United States Of America	13/639544	07 Apr 2011		
International Procedure	PCT/US2011/031526	07 Apr 2011		

Title: A PROCESS FOR THE PREPARATION OF ALPHA' CHLOROKETONES

Country	Appln. No.	Filing Date	Patent No.	Grant Date
Austria	01961698.6	20 July 2001	1309535	26 March 2008
Australia	2001/282944	20 July 2001	2001282944	01 Dec 2005
Belgium	01961698.6	20 July 2001	1309535	26 March 2008
Brazil	PI0112820.5	20 July 2001		
Switzerland	01961698.6	20 July 2001	1309535	26 March 2008
China	01814164.1	20 July 2001	ZL01814164.1	19 July 2006
Cyprus (Republic)	01961698.6	20 July 2001	1309535	26 March 2008
Czech Republic	2003-419	20 July 2001	301422	14 Jan 2010
Germany	01961698.6	20 July 2001	60133395.0	26 March 2008
Denmark	01961698.6	20 July 2001	1309535	26 March 2008
European Procedure (Patents)	01961698.6	20 July 2001	1309535	26 March 2008
Spain	01961698.6	20 July 2001	1309535	26 March 2008
Finland	01961698.6	20 July 2001	1309535	26 March 2008
France	01961698.6	20 July 2001	1309535	26 March 2008
United Kingdom	01961698.6	20 July 2001	1309535	26 March 2008
Greece	01961698.6	20 July 2001	1309535	26 March 2008
Hong Kong	03104335.3	17 June 2003	1052001	04 July 2008
Hungary	P03023344	20 July 2001		
Ireland	01961698.6	20 July 2001	1309535	26 March 2008
Israel	153830	20 July 2001	153830	01 Dec 2012
Italy	01961698.6	20 July 2001	1309535	26 March 2008
Japan	2002/519403	20 July 2001	4889909	22 Dec 2011
South Korea	2003-7002215	20 July 2001	768961	09 Oct 2007
Luxembourg	01961698.6	20 July 2001	1309535	26 March 2008
Monaco	01961698.6	20 July 2001	1309535	26 March 2008
Mexico	PA/A/03/001314	20 July 2001	232127	11 Nov 2005
Netherlands	01961698.6	20 July 2001	1309535	26 March 2008
Portugal	01961698.6	20 July 2001	1309535	26 March 2008
Sweden	01961698.6	20 July 2001	1309535	26 March 2008
Singapore	200300524-6	20 July 2001	94663	29 Oct 2004
Turkey	01961698.6	20 July 2001	1309535	26 March 2008
Taiwan	90119584	10 Aug 2001	NI-233925	11 June 2005
United States Of America	09/908516	18 July 2001	6399793	04 June 2002
International Procedure	PCT/US01/23114	20 July 2001		

Title: STEREOSELECTIVE REDUCTION OF SUBSTITUTED OXO-BUTANES

Country	Appln. No.	Filing Date	Patent No.	Grant Date
Australia	2001/280698	20 July 2001	2001280698	09 Dec 2005
Brazil	PI0113236.9	20 July 2001		
China	01814196.X	20 July 2001	01814196.X	27 Apr 2007
Czech Republic	PV2003-758	20 July 2001	303884	02 May 2013
Germany	01959109.8	20 July 2001	1309714	13 May 2009
European Procedure (Patents)	01959109.8	20 July 2001	1309714	13 May 2009
Spain	01959109.8	20 July 2001	1309714	13 May 2009
France	01959109.8	20 July 2001	1309714	13 May 2009
United Kingdom	01959109.8	20 July 2001	1309714	13 May 2009
Hungary	P0300873	20 July 2001		
Italy	01959109.8	20 July 2001	1309714	13 May 2009
Japan	2002-519654	20 July 2001	3843255	18 Aug 2006
Mexico	PA/A/03/001312	20 July 2001	245407	26 Apr 2007
Singapore	200300523-8	20 July 2001	94662	30 Nov 2006
Taiwan	90120123	16 Aug 2001	NI287579	01 Oct 2007
United States Of America	10/661893	12 Sept 2003	7083973	01 Aug 2006
International Procedure	PCT/US01/23113	20 July 2001		

Title: BMS-232632 HIV PROTEASE INHIBITOR – ATAZANAVIR

Country	Appln. No.	Filing Date	Patent No.	Grant Date
Argentina	P970101598	21 Apr 1997	AR006720B1	29 Nov 2005
Austria	97919355.4	14 Apr 1997	900210	09 Feb 2005
Austria	SZ29/2005	30 June 2005	SZ29/2005	24 Aug 2007
Australia	23859/97	14 Apr 1997	706183	23 Sept 1999
Australia	23859/07	14 Apr 1997	706183	23 Sept 1999
Belgium	97919355.4	14 Apr 1997	900210	09 Feb 2005
Belgium	2005C/028	30 June 2005	2005C/028	06 Feb 2007
Brazil	PI9701877-5	22 Apr 1997	PI9701877-5	28 Sept 2004
Canada	2510945	21 July 2005	2510945	16 Jan 2007
Canada	2568104	01 Dec 2006	2568104	04 Aug 2009
Canada	2250840	14 Apr 1997	2250840	04 July 2006
Switzerland	97919355.4	14 Apr 1997	900210	09 Feb 2005
Switzerland	C00900210/01	09 Feb 2005	C00900210/01	30 June 2006
Chile	594/2000	14 Mar 2000	45096	15 Apr 2009
China	01103494.7	16 Feb 2001	ZL01103494.7	16 Mar 2005
China	200410079187.5	15 Sept 2004	200410079187.5	18 Apr 2007
China	97194025.8	14 Apr 1997	843949	10 Apr 2002
Cyprus (Republic)	CY06/00019	28 July 2006	CY2596	12 Mar 2010
Czech Republic	PV1998-3373	14 Apr 1997	296135	10 Nov 2005
Germany	69732483.4	14 Apr 1997	900210	09 Feb 2005
Germany	122005000003.5	01 Feb 2005	122005000003.5	16 July 2012
Denmark	97919355.4	14 Apr 1997	900210	09 Feb 2005

Denmark	CA200500037	11 July 2005	CR200500037	23 June 2008
European Procedure (Patents)	97919355.4	14 Apr 1997	900210	09 Feb 2005
Spain	97919355.4	14 Apr 1997	900210	09 Feb 2005
Spain	200500033	17 Oct 2008	200500033	17 Oct 2008
Finland	97919355.4	14 Apr 1997	900210	09 Feb 2005
Finland	L20050019	27 July 2005	260	09 Oct 2009
France	97919355.4	14 Apr 1997	900210	09 Feb 2005
France	05C0030	05 July 2005	05C0030	27 Apr 2007
United Kingdom	97919355.4	14 Apr 1997	900210	09 Feb 2005
United Kingdom	SPC/GB05/036	21 July 2005	SPC/GB05/036	06 Feb 2006
Greece	97919355.4	14 Apr 1997	0900210	09 Feb 2005
Greece	2005800019	27 July 2005	8000186	27 Apr 2006
Hong Kong	05107291.6	22 Aug 2005	1075043	02 Nov 2007
Hong Kong	99103921.0	09 Sept 1999	HK1018788	05 Aug 2005
Hungary	P9901612	14 Apr 1997	224125	07 Apr 2005
Ireland	97919355.4	14 Apr 1997	900210	09 Feb 2005
Ireland	2005/023	14 Apr 1997	900210	12 June 2006
Israel	126381	14 Apr 1997	126381	27 Nov 2001
Italy	97919355.4	14 Apr 1997	900210	09 Feb 2005
Italy	43085	20 July 2005	892	20 Sept 2005
Japan	2004-70023	16 Mar 2004		23 Feb 2005
Japan	2004-70024	16 Mar 2004		23 Feb 2005
Japan	537686/1197	14 Apr 1997	3174347	30 Mar 2001
South Korea	98-0708425	14 Apr 1997	486051	27 Jan 2005
Luxembourg	97919355.4	14 Apr 1997	900210	09 Feb 2005
Luxembourg	91189	03 Aug 2005	91189	03 Oct 2005
Mexico	988753	14 Apr 1997	207246	19 Mar 2002
Malaysia	PI97001496	08 Apr 1997	MY-114457-A	31 Oct 2002
Netherlands	97919355.4	14 Apr 1997	900210	09 Feb 2005
Netherlands	300203	28 July 2005	300203	30 Aug 2005
Norway	19984900	14 Apr 1997	313330	16 Sept 2002
New Zealand	509045	20 Dec 2000	509045	07 Jan 2003
New Zealand	509046	20 Dec 2000	509046	09 Sept 2002
New Zealand	332118	14 Apr 1997	332118	06 June 2001
Philippines	1-1985-56173	16 Apr 1997	1-1997-56173	04 June 2001
Poland	P329177	14 Apr 1997	193822	04 Sept 2006
Portugal	97919355.4	14 Apr 1997	900210	09 Feb 2005
Portugal	205	19 July 2005	205	04 Aug 2005
Romania	97919355.4	14 Apr 1997	900210	09 Feb 2005
Romania	C/067	25 June 2007	C/067	30 Mar 2011
Russian Federation	199800899	14 Apr 1997	1794	27 Aug 2001
Sweden	97919355.4	14 Apr 1997	900210	09 Feb 2005
Sweden	0590027-9	03 Aug 2005	0590027-9	10 Jan 2006
Singapore	9805564-3	14 Apr 1997	60417	21 Mar 2000
Slovenia	P9730702	14 Apr 1997	900210	09 Feb 2005
Slovenia	C200540011	03 Aug 2005	C200540011	30 Apr 2006

Slovakia	PV1452-98	14 Apr 1997	PP1452-1998	09 Mar 2006
Thailand	9701001436	17 Apr 1997		
Taiwan	86104224	02 Apr 1997	NI-121586	27 Feb 2001
United States Of America	09/399627	20 Sept 1999	6166004	26 Dec 2000
United States Of America	09/108481	01 July1998	6110946	29 Aug 2000
United States Of America	09/448328	23 Nov 1999	6300519	09 Oct 2001
United States Of America		14 Aug 2003	5849911	15 Dec 1998
United States Of America	08/831630	09 Apr 1997	5849911	15 Dec 1998

Title: BISULFATE SALT OF HIV PROTEASE INHIBITOR

Country	**Appln. No.**	**Filing Date**	**Patent No.**	**Grant Date**
Argentina	P990100179	18 Jan 1999	AR014417B1	13 Apr 2005
Austria	98964878.7	22 Dec 1998	1056722	12 June 2002
Australia	20101/99	22 Dec1998	735875	01 Nov 2001
Belgium	98964878.7	22 Dec 1998	1056722	12 June 2002
Bulgaria	104618	22 Dec 1998	64774	29 Dec 2005
Bulgaria	07/038	13 June 2007	07/038	16 Aug 2008
Canada	2317736	22 Dec 1998	2317736	02 Nov 2004
Switzerland	98964878.7	22 Dec 1998	1056722	12 June 2002
Chile	1999-034	08 Jan 1999	41.834	03 June 2003
China	98812741.5	22 Dec 1998	ZL98812741.5	30 July 2003
Colombia	99002578	19 Jan 1999		
Cyprus (Republic)	98964878.7	22 Dec 1998	CY 1100263	12 June 2002
Czech Republic	PV20002564	22 Dec 1998	293507	15 March 2004
Germany	98964878.7	22 Dec 1998	69806067.9	12 June 2002
Denmark	98964878.7	22 Dec 1998	1056722	12 June 2002
Estonia	0425/00PC	22 Dec 1998	04434	15 Feb 2004
Egypt	56/99	17 Jan 1999	23936	14 Jan 2008
European Procedure (Patents)	98964878.7	22 Dec 1998	1056722	12 June 2002
Spain	98964878.7	22 Dec 1998	2178300	12 June 2002
Finland	98964878.7	22 Dec 1998	1056722	12 June 2002
France	98964878.7	22 Dec 1998	1056722	12 June 2002
United Kingdom	98964878.7	22 Dec 1998	1056722	12 June 2002
Greece	98964878.7	22 Dec 1998	3040802	12 June 2002
Hong Kong	01103011.8	26 Apr 2001	1033667	24 Jan 2003
Hong Kong	01104126.8	15 June 2001	1033458	07 May 2004
Hungary	P0101389	22 Dec 1998	227196	05 Jan 2011
Indonesia	W20001397	22 Dec 1998	ID0009860	10 Feb 2003
Ireland	98964878.7	22 Dec 1998	1056722	12 June 2002
Israel	137384	22 Dec 1998	137384	02 Nov 2006
Italy	98964878.7	22 Dec 1998	1056722	12 June 2002

Japan	2000540121	22 Dec 1998	4860037	11 Nov 2011
Lithuania	2000-067	22 Dec 1998	4780	25 Apr 2001
Luxembourg	98964878.7	22 Dec 1998	1056722	12 June 2002
Latvia	P0078	22 Dec 1998	12522	20 Oct 2000
Monaco	98964878.7	22 Dec 1998	1056722	12 June 2002
Mexico	6747	22 Dec 1998	215127	08 July 2003
Malaysia	PI9900020	05 Jan 1999	MY-114838	31 Jan 2003
Netherlands	98964878.7	22 Dec 1998	NL1056722	12 June 2002
Norway	20003692	22 Dec 1998	315605	29 Sept 2003
New Zealand	504417	22 Dec 1998	504417	10 Jan 2002
Peru	0047/99	20 Jan 1999	002380	29 Apr 2002
Philippines	1-1998-03387	23 Dec 1998	1-1998-03387	14 July 2004
Poland	P342019	22 Dec 1998	190744	19 Aug 2006
Portugal	98964878.7	22 Dec 1998	1056722	12 June 2002
Romania	200000717	22 Dec 1998	118869	30 Dec 2003
Russian Federation	2000119792	22 Dec 1998	2186070	27 July 2002
Sweden	98964878.7	22 Dec 1998	1056722	12 June 2002
Singapore	200002607-0	22 Dec 1998	73159	21 Jan 2003
Slovakia	PV1062-2000	22 Dec 1998	283975	19 Apr 2004
Thailand	048191	14 Jan 1999	20875	10 Nov 2006
Turkey	00/1876	22 Dec 1998	TR200001876B	21 June 2001
Taiwan	88100623	15 Jan 1999	NI-177855	09 Sept 2003
Ukraine	2000084931/A	22 Dec 1998	59432	15 Sept 2003
United States Of America	09/217538	21 Dec 1998	6087383	11 July 2000
Uruguay	25345	12 Jan 1999		
Venezuela	1999-000084	20 Jan 1999		
International Procedure	PCT/US98/27382	22 Dec 1998		

Schedule D Territory

Afghanistan
Angola*
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Comoros*
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Congo, Rep. *
Costa Rica
Côte d'Ivoire*
Cuba
Djibouti*
Dominica
Dominican Republic*
Ecuador
El Salvador
Eritrea*
Ethiopia*
Fiji
Gabon*
Gambia, The*
Georgia
Ghana*
Grenada
Guatemala
Guinea*
Guinea-Bissau*
Guyana
Haiti
Honduras
India*
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Jamaica
Kazakhstan
Kenya*
Madagascar*
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Mali*
Marshall Island
Mauritania*
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Micronesia, Federated States
Moldova
Mongolia
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Myanmar
Namibia*
Nauru
Nepal
Nicaragua*
Niger*
Nigeria*
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Palau
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Papua New Guinea
Rwanda*
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São Tomé and Principe*
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Sierra Leone*
Solomon Islands
Somalia*
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Sri Lanka
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St. Lucia
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Suriname
Swaziland*
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Tanzania*
Timor-Leste
Togo*
Tonga
Turkmenistan
Tuvalu
Uganda*
Uzbekistan

Kiribati
Korea, Dem. Rep.
Kyrgyz Republic
Lao PDR
Lesotho*
Liberia*
Libya
Vanuatu
West Bank and Gaza
Yemen, Rep.
Zambia*
Zimbabwe*

*Country previously included in one or more BMS agreements in relation to Licensed Patent Rights

Schedule E Product Trademark

Reyataz

Schedule F Technical Transfer Package

(see attached documents)

Reyataz TT Overview

BMS-217947 (purchased) + BMS-233110 (purchased)

BMS-233101-01

BMS-214702 (purchased) → BMS-232632-05

QC Release Methods

Product	Method	Method Number
BMS-232632-05	Identification (IR/ATR)	5315A
BMS-232632-05	Identification (FTIR)	5323A
BMS-232632-05	HPLC (Assay)	5311A
BMS-232632-05	HPLC (Impurities)	248954
BMS-232632-05	HPLC (BMS-214702 Impurity)	249073
BMS-232632-05	KF	003U(G)
BMS-232632-05	Optical Rotation	95009936
BMS-232632-05	Heavy Metals	002B
BMS-232632-05	Residue on Ignition	006C
BMS-232632-05	Titration/Counter ion	248960
BMS-232632-05	GC (residual solvent)	248961
BMS-232632-05	Particle Size	5312A (95009048)
BMS-233101-01	Identification (IR/KBr)	0100
BMS-233101-01	HPLC (Assay and Impurities)	249036
BMS-217947-01	Identification (IR/KBr)	0100
BMS-217947-01	Identification (IR/ATR)	5315A
BMS-217947-01	Identification (FTIR)	5323A
BMS-217947-01	HPLC (Purity/Impurity)	248967
BMS-217947-01	HPLC (Enantiomer check)	248966
BMS-217947-01	GC (residual solvent)	5316A
BMS-217947-01	GC (collidine)	250477
BMS-233110-01	Identification (IR/KBr)	0100
BMS-233110-01	Identification (Raman)	5459A
BMS-233110-01	HPLC (Purity/Impurity)	248969
BMS-233110-01	HPLC (BMS-566370 impurity)	249059
BMS-233110-01	Heavy Metals (ICP)	248981
BMS-233110-01	GC (residual solvent)	5316A

Product	Method	Method Number
BMS-214702-01	Identification (IR/KBr)	0100
BMS-214702-01	Identification (Raman)	5459A
BMS-214702-01	HPLC (Assay/Impurity)	248972
BMS-214702-01	HPLC (Enantiomer check)	248965

BMS-214702-01	GC (residual solvent)	5316A
Cleaning Method	HPLC (cleaning after 632)	QC-CM-ATA-001
Cleaning Method	HPLC(cleaning after 101, 947 and 110)	QC-CM-ATA-002
Cleaning Method	HPLC (cleaning after 702)	QC-CM-ATA-003

IPC Methods

Product	Method	Method Number
BMS-232632-05	HPLC	ATA01001
BMS-232632-05	GC (DCM check)	ATA01002
BMS-232632-05	General method (pH,KF etc)	ATA01003
BMS-232632-05	HPLC (purity)	ATA01004
BMS-232632-05	GC (NMPO check)	ATA01005
BMS-232632-05	Raman (DCM check)	ATA01006
BMS-232632-05	IR-LOD	ATA01007
BMS-233101-01	HPLC	ATA02001
BMS-233101-01	LOD	ATA02002

Process Documents

Product	Document	Document Number
BMS-232632-05	Process Flow Diagram	MFG-PFD-P8-001
BMS-233101-01	Process Flow Diagram	MFG-PFD-P5-001

Regulatory Documents

Product	Document	Document Number
BMS-232632-05	Process description	QA-REG-ATA-002
BMS-233101-01	Process description	QA-REG-ATA-002

Safety Documents

Product	Document	Document Number
BMS-232632-05	MSDS	MSDS – BMS-214702-01
BMS-232632-05	MSDS	MSDS – BMS-233101-01
BMS-232632-05	MSDS	MSDS – BMS-232632-01
BMS-232632-05	MSDS	MSDS – BMS-232632-05
BMS-233101-01	MSDS	MSDS – BMS-217947-01
BMS-233101-01	MSDS	MSDS – BMS-233110-01
BMS-233101-01	MSDS	MSDS – BMS-233101-01

Reyataz Capsules Overview

QC Release Methods

Method	Method Number
Description	-
IR/ATR	248993(S)
HPLC ID	5307A(G)
Potency	5307A(G)
Imps/ Degs	5308A(G)
Uniformity of Dosage Units (Weight Variation)	249917(S) 356X(G)
Dissolution	248959(S) 311(G)
Microbial Limits Total Aerobic Microbial Count	248971(S)
Total Yeasts	248971(S)
E. Coli	248971(S)

Specifications

Document	Document Number
Reytaz Finished Product	3.2.P.5.1
Excipient specifications	3.2.P.4.2
Capsule specification	3.2.P.4.1

Process Documents

Document	Document Number
Batch Formula	3.2.P.3.2.T01
Process Flow Diagram/Process Description	3.2.P.3.3

Schedule G Form of Sublicense Agreement

(see document separately attached)

SUBLICENSE AND TECHNOLOGY TRANSFER AGREEMENT

This sublicense and technology transfer agreement (this **Sublicense Agreement**) is made and entered into on _____ by and between:

(1) **Bristol-Myers Squibb Company**, a Delaware corporation, with offices at 345 Park Avenue, New York, New York, U.S.A. (**BMS**);

(2) **The Medicines Patent Pool Foundation**, a non-profit foundation registered under the laws of Switzerland, and having a principal place of business at Rue de Varembé 7, Geneva 1202, Switzerland (**MPP**); and

(3) _____, a company organized under the laws of _____, with its registered office at _____ (the **Sublicensee**).

Each of BMS, MPP and the Sublicensee is referred to in this Sublicense Agreement as a **Party**. BMS, MPP and the Sublicensee are collectively referred to in this Sublicense Agreement as the **Parties**.

Preliminary Statements

The Parties recognize that the HIV/AIDS pandemic constitutes a serious health crisis and are entering into this Sublicense Agreement as part of a humanitarian endeavor with the aim of increasing effective access to, and the use of the Licensed Compound (as defined below), an antiretroviral used in combination therapy for the treatment of HIV infection, in the Territory (as defined below). In keeping with the purpose of this Sublicense Agreement, the Sublicensee understands and acknowledges that the Licensed Compound and Licensed Products (both as defined below) are to be made only for use in, and for the benefit of patients in, the Territory on the terms set out in this Sublicense Agreement. In addition, it is the spirit and purpose of this Sublicense Agreement to enable low-cost, affordable therapies in the face of the HIV/AIDS pandemic, and it is expected that the Sublicensee will make every effort to ensure low-cost and affordable access to the Licensed Compound and Licensed Products in the Territory.

Whereas

(A) MPP is a non-profit organization with a mission to improve the health of people living in the developing world by increasing access to quality, safe, efficacious and affordable HIV medicines by facilitating access to intellectual property on these medicines.

(B) BMS Controls (as defined below) the Licensed Patents Rights and Licensed Manufacturing Know-How (both as defined below) with respect to the Licensed Compound and the Licensed Products with respect to the Territory.

(C) On 11 December 2013, BMS and MPP have entered into a license and technology transfer agreement (the **License Agreement**) whereby BMS has granted to MPP a license on the Licensed Patent Rights and Licensed Manufacturing Know-How, solely to allow MPP to grant sublicenses to various manufacturers of pharmaceuticals products that would be interested in obtaining such a sublicense, in order to promote access to the Licensed Products in the Territory.

(D) The Sublicensee desires to obtain a sublicense from MPP on these patent and know-how rights as set out in this Sublicense Agreement and MPP desires to grant such sublicense to the Sublicensee, in order to promote access to the Licensed Products in the Territory;

(E) The Parties desire to provide for certain technology transfer arrangements to assist with the transfer to Sublicensees (as defined below) of the Licensed Manufacturing Know-How (as defined below) related to the Licensed Compound and the Licensed Products.

Now, therefore, in consideration of the foregoing and the mutual agreements set out in this Sublicense Agreement, the Parties agree as follows.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Sublicense Agreement, the following definitions shall apply:

Affiliate of a Person means any Person which, directly or indirectly, is controlled by, controls or is under common control with such Person. For the purposes of this definition, the term **control** as used with respect to a Person shall mean the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

BMS Sole Inventions has the meaning given in clause 9.1(a).

Business Day means a day other than Saturday, Sunday or any day on which commercial banks located in New York, New York, U.S.A. are authorized or obligated by law to close.

Combination Product means a formulated and finished pharmaceutical product containing the Licensed Compound or the Licensed Products in combination with any other active pharmaceutical ingredient, including any co-formulation, co-packaged product, bundled product or other type of combination product.

Commercialization or **Commercialize** means activities directed at obtaining pricing and reimbursement approvals, marketing, promoting, distributing, importing or selling a Licensed Product.

Confidential Information means all trade secrets, processes, formulae, data, know-how, improvements, inventions, chemical or biological materials, techniques, marketing plans, strategies, customer lists, or other information that has been created, discovered, or developed by a Party or any of its Affiliates, or has otherwise become known to a Party or any of its Affiliates, as well as any other information and materials that are deemed confidential or proprietary to or by a Party or any of its Affiliates (including all information and materials of a Party's (or its Affiliates') customers and any other Third Party and their consultants), regardless of whether any of the foregoing are marked "confidential" or "proprietary" or communicated to the other by the disclosing Party in oral, written, graphic or electronic form. Confidential Information will include the Licensed Manufacturing Know-How.

Controlled or **Controls**, when used in relation to intellectual property, will mean the legal authority or right of a Party (or any of its Affiliates) to grant a license or sublicense of intellectual property rights to another Party, or to otherwise disclose proprietary or trade secret information to such other Party, without breaching the terms of any agreement with a Third Party, infringing upon the intellectual property rights of a Third Party, or misappropriating the proprietary or trade secret information of a Third Party.

Development and **Develop** means non-clinical and clinical drug development activities reasonably related to the development and submission of information to a Regulatory Authority, including toxicology, pharmacology and other discovery efforts, test method development and stability testing, process development, formulation development, delivery system development, quality assurance and quality control development, statistical analysis, clinical studies (including pre- and post-approval studies and specifically excluding regulatory activities directed to obtaining pricing and reimbursement approvals).

Effective Date means _____.

Field means the prevention, treatment or control of HIV and AIDS.

HIV/AIDS means the human immunodeficiency virus and acquired immunodeficiency syndrome.

Licensed Compound means the compound listed in Schedule A.

Licensed Manufacturing Know-How means all technical information and know-how known to or Controlled by BMS or its Affiliates as of the Effective Date (including all manufacturing data, the percentages and specifications of ingredients, the manufacturing process, specifications, assays, quality control and testing procedures) that is identified by BMS as primarily and directly relating to, and reasonably necessary for, the making of the Licensed Products in the same manner that such Licensed Products have been made by BMS prior to the Effective Date.

Licensed Patent Rights means:

(a) the patents and patent applications of BMS in the Territory related to the Licensed Compound, including those listed on Schedule B;

(b) any continuation, continuation-in-part (but only to the extent that such application includes new data in support of claims previously submitted in a prior originally filed application), divisional, and continued-prosecution applications of any patent applications included in paragraph (a);

(c) any patents issuing from any patent applications included in the paragraphs (a) and (b),

in each case, including any renewals, extensions, patents of addition, supplementary protection certificates, revivals, re-examinations, and reissues thereof.

Licensed Products means any human pharmaceutical products produced under license from MPP in the Field and containing the Licensed Compound as one of its active ingredients (or as its sole active ingredient), in finished form or in such other forms, presentations, doses and formulations.

Net Sales means with respect to a given calendar quarter, the total amount invoiced by the Sublicensee for sales of the Licensed Products in the countries within the Territory where Licensed Patents Rights are in force, less freight, insurance, packing, shipping and custom duty, VAT, excise tax, sales tax, and packing for shipment, to the extent consistent with generally accepted accounting principles as consistently applied across all products of the Sublicensee and in line with the deductions reasonably expected in the relevant market.

Non-Territory Patent Rights means:

(a) the patents and patent applications of BMS outside of the Territory related to the Licensed Compound, including those listed on Schedule B;

(b) any continuation, continuation-in-part (but only to the extent that such application includes new data in support of claims previously submitted in a prior originally filed application), divisional, and continued-prosecution applications of any patent applications included in paragraph (a);

(c) any patents issuing from any patent applications included in the paragraphs (a) and (b),

in each case, including any renewals, extensions, patents of addition, supplementary protection certificates, revivals, re-examinations, and reissues thereof.

Person means any individual, firm, corporation, partnership, limited liability company, trust, business trust, joint venture, governmental authority, association or other entity or other form of business organization.

Product Trademark means the trademark set out in Schedule E.

Regulatory Authority means any national or supranational governmental authority that has responsibility in the Territory over the Development and/or Commercialization of the Licensed Compound and Licensed Products.

Sanctions shall have the meaning given in the definition of "Sanctions Target".

Sanctions Authorities shall have the meaning given in the definition of "Sanctions Target".

Sanctions Target shall mean an individual or entity that is, or is owned or controlled by one or more individuals or entities that are: (i) the target of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the European Union or its Member States or another sanctions authority with jurisdiction over any Party (together, the Sanctions Authorities) (collectively Sanctions); or (ii) located, organized or resident in a country or territory that is the target of country-wide or territory-wide Sanctions or (iii) listed on OFAC's Consolidated Sanctions List or any equivalent list of parties designated by the European Union.

Sublicense Agreement means this agreement, together will all attached Schedules, as the same may be amended or supplemented from time to time.

Technical Transfer Package has the meaning given to in clause 4.2.

Territory means the countries listed in Schedule D and such other or different countries as the Parties may agree in writing.

Third Party means any Person other than MPP, BMS, the Sublicensee and their respective Affiliates.

1.2 Interpretation

In this Sublicense Agreement:

(a) clause headings are for convenience only and are not intended to affect the interpretation of this Sublicense Agreement;

(b) where any word or phrase has a defined meaning, any other form of that word or phrase has a corresponding meaning;

(c) words in the singular include the plural and vice versa;

(d) any reference to "includes" or "including" are to be construed as indicative and non-exhaustive lists;

(e) unless otherwise specified or prevented by applicable laws, reference to "writing" includes faxes, email, letters, digital signatures or certificates or any other legible form of writing;

(f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and

(g) except to the extent expressly specified to the contrary, in the event of any inconsistency between any clause, any attachment or other document incorporated by reference, the clauses override the attachments, and the attachments override any other incorporated documents incorporated by reference, to the extent of any inconsistency.

2. LICENSE GRANT

2.1 Licensed Patent Rights and Licensed Manufacturing Know-How

(a) Upon the terms and subject to the conditions set out in this Sublicense Agreement, MPP hereby grants to the Sublicensee, and the Sublicensee hereby accepts, a non-exclusive, non-sublicenseable, royalty-bearing (under the conditions of clauses 2.3 and 3), non-transferable license under the Licensed Patent Rights and the Licensed Manufacturing Know-How to make, or have made, use, offer for sale, sell, have sold, export or import the Licensed Compound and Licensed Products anywhere in the world exclusively for ultimate use in the Field in the Territory.

(b) The Sublicensee will not have any right to practice the license granted under this clause 2.1 or otherwise exploit the Licensed Patent Rights and Licensed Manufacturing Know-How for any other purpose.

2.2 Term of license grant

The license granted to the Sublicensee in clause 2.1 with respect to Licensed Patent Rights will expire upon the expiration of the last-to-expire of the Licensed Patent Rights that are granted and in force, unless where terminated earlier in accordance with clause 13. Following the expiration of such licenses in the Territory, the licenses granted in clause 2.1 with respect to Licensed Manufacturing Know-How will be fully paid-up and perpetual.

2.3 Relationship with the License Agreement

(a) The Sublicensee acknowledges and agrees that this Sublicense Agreement is subject to and subordinate to the License Agreement.

(b) The Sublicensee hereby confirms that it has reviewed the terms and conditions of the License Agreement and agree to not perform any acts or omissions that would place MPP in breach of the License Agreement.

(c) Under this Sublicense Agreement, the Sublicensee is entitled to make, have made, offer for sale, sell, have sold, export or import the Licensed Compound, whether inside or outside of the Territory, solely for the manufacture of Licensed Products exclusively for use in the Field in the Territory.

(d) Under this Sublicense Agreement, the Sublicensee is entitled to offer for sale, sell, have sold the Licensed Products to customers outside of the Territory solely to the extent that such Licensed Products will be exclusively used in the Field in the Territory.

(e) In the event that BMS or MPP becomes aware of any act or omission of a Sublicensee which constitutes a breach of this Sublicense Agreement, MPP will:

(i) if the breach is capable of correction and does not give rise to an immediate right of termination under this Sublicense Agreement, direct the Sublicensee in

writing to cure the breach within 90 days of MPP's notice, with a copy of that writing to BMS; and

(ii) if the breach remains uncured at the end of the specified period, or if there are otherwise grounds for termination under the Sublicense Agreement, and in each case if so requested by BMS, procure the termination of the relevant Sublicense Agreement in accordance with its terms.

(f) Nothing in this Sublicense Agreement will prohibit the Sublicensee from manufacturing and selling the Licensed Compound and Licensed Products in combination with other active pharmaceutical ingredients in the Territory, provided in each case that:

(i) the Sublicensee has the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country within the Territory;

(ii) such manufacture and sale is in accordance with the licenses granted in this Sublicense Agreement; and

(iii) BMS and MPP do not provide the Sublicensee with any representations, warranties or other assurances about Combination Products that include the Licensed Compound or the Licensed Products, including with respect to patents owned by third parties.

2.4 No trademark license

(a) No right or license, express or implied, is granted to the Sublicensee to use any trademark, trade name, trade dress or service mark owned or Controlled by BMS, MPP or any of their Affiliates.

(b) The Sublicensee, at its sole cost and expense, will be responsible for the selection, registration and maintenance of all trademarks and trade dress which it employs in connection with its activities conducted pursuant to this Sublicense Agreement and will own and control such trademarks and trade dress.

(c) The Sublicensee will not use the Product Trademark or any trademark or trade dress or product marking used by BMS or any of its Affiliates or licensees in any manner or any trademark or trade dress that is confusingly similar to the Product Trademark or any trademark or trade dress used by BMS or any of its Affiliates.

(d) The Sublicensee will cause the color, markings and, with respect to Licensed Products in tablet form, shape of each Licensed Product to be distinctive from the BMS Product.

(e) The Sublicensees will obtain the prior written approval, such approval not to be unreasonably withheld, of BMS for the Sublicensee's proposed trademark, trade dress or product markings or the color or shape of the Licensed Product. BMS will endeavor to provide its consent within 60 days of the Sublicensee's initial request (with a reminder being sent by the Sublicensee after 30 days), provided that if BMS does not provide any response within this 60 day period, the consent will be considered as accepted.

2.5 No implied license

No license or other right is or will be created or granted under this Sublicense Agreement by implication, estoppels or otherwise. All licenses and rights are or will be granted only as expressly provided in this Sublicense Agreement.

2.6 Retained rights

(a) All rights not expressly granted under this Sublicense Agreement are reserved by BMS and may be used by BMS for any purpose.

(b) Without limiting the foregoing, BMS retains any and all rights under the Licensed Patent Rights and Licensed Manufacturing Know-How to make, have made, use, offer for sale, sell, have sold, export or import:

(i) the Licensed Compound and products containing the Licensed Compound, including any Combination Products, for any use whether within or outside the Territory and whether within or outside the Field; and

(ii) compounds covered by one or more claims in the Licensed Patent Rights other than the Licensed Compound for any use.

(c) BMS also expressly reserves and retains the right to make or have made, and use, the Licensed Compound and the Licensed Products for any internal research purpose.

2.7 Product diversion

(a) The Sublicensee acknowledges that the license to use and sell the Licensed Compound and Licensed Products granted under clause 2.1 is granted solely under and with respect to Licensed Patents Rights and Licensed Manufacturing Know-How for the purposes of supplying Licensed Products in the Field in the Territory.

(b) Nothing in this Sublicense Agreement will be construed as granting the Sublicensee any rights under any patents, know-how or otherwise to use or sell the Licensed Compound or any Licensed Product for ultimate use outside of the Field and/or outside of the Territory.

(c) For the avoidance of doubt, it would not be a breach of the Sublicense Agreement for the Sublicensee to manufacture or use the Licensed Compounds (in or outside of the Territory) for use, sale, or supply of such Licensed Compounds outside Territory where such use, sale or supply does not (i) infringe Licensed Patent Rights and Non-Territory Patent Rights; and (ii) rely on the Licensed Manufacturing Know-How. For the purposes of this provision, "to infringe" will mean the infringement of a patent in force, or any other activities that are prohibited under applicable laws in relation to Licensed Patent Rights and Non-Territory Patent Rights.

(d) Without prejudice to clause 2.7(c), the Sublicensee will not, directly or indirectly, sell any Licensed Compound or Licensed Products to any Third Party if the Sublicensee has reason to believe that such Third Party may purchase such Licensed Compound or Licensed Products for ultimate use outside of the Territory.

2.8 OFAC Licenses

(a) Sublicensee represents that to its knowledge, neither Sublicensee nor any Affiliate, director, officer, or employee of Sublicensee, is a Sanctions Target.

(b) Sublicensee agrees that it will not, with respect to the licensed intellectual property (including the Licensed Manufacturing Know-how), Licensed Compound and Licensed Products, engage in any transactions or dealings with or involving a Sanctions Target or a country or territory that is the target of US or EU country –wide or territory-wide Sanctions absent a license or other authorization from the relevant governmental authority, should such a license or other authorization be required. The Sublicensee shall

convey such license or other authorization to the MPP and BMS, if required and obtained, prior to any such transactions or dealings.

Sublicensee also agrees that prior to, directly or indirectly,

(i) making any Licensed Compound or any Licensed Product available to, or contracting for Product manufacture with, any Sanctions Target; or

(ii) making any Licensed Compound or any Licensed Product available to, or contracting for Product manufacture in, a country or territory that is the target of country-wide or territory-wide Sanctions; it will obtain a license or other authorization, if required, either directly from the relevant government authority or cooperate with MPP and BMS to obtain such a license or other authorization in each case to permit Sublicensee to engage in transactions with a Sanctions Target or involving a country or territory that is the target of country-wide or territory-wide Sanctions; and

in the event that performance of this Sublicense Agreement by Sublicensee would (or might) in the reasonable opinion of BMS, breach, or expose BMS to potential liability under, any Sanctions or export control regime or any other similar laws of any jurisdiction (whether or not such Sanctions, controls or laws were in existence at the date of this Agreement and whether or not there have been any other changes in circumstance from those that existed at the date of this License Agreement or any Sublicense Agreement), BMS shall be entitled to immediately request that Sublicensee cease all shipments of Licensed Compound or Licensed Product into any country or territory that is the target of countrywide or territory-wide Sanctions, or if the Licensed Compound or Licensed Product is still within the custody and control of Sublicensee or its respective agents or representatives to use its best efforts to remove such Licensed Compound or Licensed Product from any country or territory that is the target of countrywide or territory-wide Sanctions, or suspending the operation of such provisions of the Sublicense Agreement (including supply provisions) which require or permit performance by any party where, in the reasonable opinion of BMS, such performance would result in a breach of, or expose BMS to potential liability under, any such Sanctions, controls or laws until, in the reasonable discretion of BMS, such time as all necessary approvals or licenses have been obtained to enable the Sublicense Agreement to continue in a lawful and compliant manner and without exposure to liability for BMS and, notwithstanding any provision of the Sublicense Agreement(s), BMS shall not be obliged to pay any compensation to the other party or otherwise indemnify the other party in respect of any losses or costs which that other party may suffer or incur as a result of such suspension and/or termination.

2.9 BMS Affiliates

BMS is entering into this Sublicense Agreement for itself and its Affiliates. MPP and Sublicensee agree that BMS may enforce its rights, and perform its obligations, under this Sublicense Agreement through one or more of its Affiliates.

3. ROYALTIES

3.1 Royalties collection

(a) As a consideration for the sublicense granted to the Sublicensee under this Sublicense Agreement, the Sublicensee will be required to pay to MPP, for the duration of the Royalty Term, a royalty of 3% on the Net Sales of Licensed Products in the countries within Territory where Licensed Patents Rights are granted and in force. No royalties will be due by the Sublicensee for sales in those countries within the Territory in which BMS was not collecting royalties before the Effective Date from its own licensees in relation to the Licensed Patent Rights.

(b) No royalties will be owed by the Sublicensee on sales of pediatric formulations Developed and sold by the Sublicensee.

(c) Royalty payments will be payable to MPP by the Sublicensee on a product-by-product basis and country-by-country starting on the date of first commercial sale of a Licensed Product in the relevant country and continuing until the expiration of the last-to-expire Licensed Patent Rights that are granted and in force in such country (the **Royalty Term**). Royalties will be payable quarterly, 30 days following the end of every calendar quarter and be paid by way of bank transfer to MPP's designated bank account to be communicated to the Sublicensee.

(d) Solely for the purpose of calculating Net Sales of Combination Products, if the Sublicensee sells Licensed Products in the form of a Combination Product in a particular country, Net Sales of such Combination Product in such country for the purpose of determining the royalty due to MPP will be calculated by multiplying actual Net Sales by the fraction "A/A+B", where:

(i) "A" is the fair market value of the portion of the Combination Product that contains the Licensed Compound; and

(ii) "B" is the fair market value of the portion of the Combination Product containing the other active pharmaceutical ingredient(s) or delivery device included the Combination Product,

as such fair market values are determined by mutual agreement of MPP and the Sublicensees and is documented in writing.

(e) The Sublicensees will be required to keep complete and accurate records of Licensed Compound and Licensed Products sold in sufficient detail to enable MPP to determine the amount of royalties due.

3.2 Use of royalties

(a) MPP undertakes to distribute the amounts received as royalties from the Sublicensees to suitable community-based HIV organizations based in the country from which royalties were collected.

(b) For the avoidance of doubt, BMS will not receive any royalties and will not be involved in the selection of such non-profit HIV activities.

4. TECHNICAL ASSISTANCE

4.1 Documentation

(a) BMS has provided or will provide the Sublicensee with one copy of all documents, data (including, but not limited to clinical data) or other information Controlled by BMS to the extent that such documents, data and information are the subject of the Licensed Manufacturing Know-How and are, in BMS's good faith judgment, reasonably necessary for the manufacture and registration (in the manner previously manufactured by or for BMS) of the Licensed Compound or a Licensed Product and are reasonably available to BMS without undue searching, provided however that the foregoing will in no event require BMS to provide copies of laboratory notebooks or manufacturing run records required to be maintained by BMS under applicable law. BMS will further provide the Sublicensee with NCE or other regulatory exclusivity waivers, as applicable, to the extent required by the Regulatory Authorities for national registration in the Territory of the Licensed Products.

(b) Such documentation will not be used by the Sublicensee for any purpose other than the manufacture and registration of the Licensed Compound and Licensed Products in accordance with this Sublicense Agreement and is Confidential Information of BMS. The Sublicensee will assume full responsibility and liability to BMS for any unauthorized use or disclosure of such Confidential Information.

(c) BMS will be responsible for the cost of providing one set of copies only. In addition to paper and other tangible copies, BMS will, upon the Sublicensee's request and where reasonably available to BMS without undue searching, also provide to MPP electronic copies of such documents, data and other information; provided however that BMS will have no obligation to reformat or otherwise alter or modify any such materials in electronic form, in order to provide them to MPP. BMS will respond to reasonable requests from the Sublicensee for clarification on the information provided under this clause 4.1(c), where responses to such requests are, in BMS's good faith judgment reasonably necessary for the manufacture and registration (in the manner previously manufactured by or for BMS) of the Licensed Compound or a Licensed Product.

(d) Any and all such materials delivered to the Sublicensee pursuant to this clause 4 are and will remain the sole property of BMS. BMS represents and warrants to the Sublicensee that the information provided to MPP pursuant to this clause 4 will be true, to the best of BMS's knowledge, as of the date of such documentation.

4.2 Technical Transfer Package

(a) The Sublicensee undertakes to accept the technical transfer package set out in Schedule F (the **Technical Transfer Package**) and relating to the Licensed Manufacturing Know-How.

(b) The Sublicensee will evaluate the contents of the Technical Transfer Package with a view to taking a technical decision whether or not to use such contents in the manufacture of the Licensed Compound and Licensed Products. Irrespective of its decision whether to use the Technical Transfer Package or not, the Sublicensee should be in a position to make or have made generic equivalents of the Licensed Compound and the Licensed Products. In the event that it is alleged that the Sublicensee relied on the Licensed Manufacturing Know-How in breach of its obligations under this Sublicense Agreement or for purposes not contemplated in this Sublicense Agreement, the defenses set out in clause 11.1(b) will be available to the Sublicensee.

5. COMMERCIALIZATION

(a) The Sublicensee will be responsible, at its own expense, for the conduct of all activities relating to the Commercialization of the Licensed Products in the Territory.

(b) Each Licensed Product Commercialized by the Sublicensee under this Sublicense Agreement will be marked (to the extent not prohibited by law):

(i) with a notice that such Licensed Product is sold under a license from BMS and MPP; and

(ii) with all markings and notices as may be required by applicable law, including in relation to patent and other intellectual property.

(c) The Sublicensee will use all reasonable efforts to provide an adequate supply of the Licensed Products (in all formulations and strengths) to meet the therapeutic needs in the Territory and will provide a strong supply network to support the distribution of the Licensed Products in the Territory. In recognition of the humanitarian objectives of this Sublicense Agreement, the Sublicensee also will use all reasonable efforts to promote the affordable access to the Licensed Products in the Territory.

6. MANUFACTURE AND SUPPLY

(a) The Sublicensee will be solely responsible at its expense for making or having made all of its respective requirements for the Licensed Compound and Licensed Products in conformity with all applicable specifications in the Territory and will hold all relevant authorizations and permits required in this respect.

(b) The Sublicensee will use all reasonable commercial efforts to manufacture the Licensed Compound and Licensed Products for use and sale in the Territory consistent with this Sublicense Agreement and to provide a sufficient supply thereof to meet the needs in the Territory. The Sublicensee will, upon MPP's reasonable request, undertake to manufacture in sufficient volumes certain presentations and strengths of Licensed Products as listed in Schedule A.

(c) In the event that MPP becomes aware of a tender for HIV/AIDS medicines that includes the Licensed Product and the presentations and strengths listed in Attachment A in the Territory, the Sublicensee will, upon MPP's reasonable request, submit a good faith proposal for such tender.

(d) In the event that the Sublicensee becomes aware of a tender for HIV/AIDS medicines that includes the Licensed Product and the presentations and strengths listed in Attachment A in the Territory, the Sublicensee will consider to submit a good faith proposal for each such tender.

7. PHARMACOVIGILANCE AND QUALITY MATTERS

7.1 Pharmacovigilance

(a) If the Sublicensee becomes aware of any adverse reaction relating to the Licensed Compound or Licensed Products in connection with this Sublicense Agreement, the Sublicensee must inform BMS within 24 hours of its becoming aware and cooperate with BMS in fulfilling BMS’s reporting responsibilities under applicable laws and regulations.

(b) The Sublicensee will maintain effective and reliable systems for receiving and tabulating any reports of adverse reactions to the Licensed Products and to report such

information on a timely basis to the relevant authorities and to BMS pursuant to the terms of this Sublicense Agreement.

7.2 Quality

The Sublicensees will manufacture the Licensed Compound and Licensed Products in a manner consistent with:

(a) World Health Organization (WHO) pre-qualification standards; or

(b) the standards of any Stringent Regulatory Authority, defined as regulatory authorities which are members, observers or associates of the International Conference of Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use, as may be updated from time to time. Where such approvals are not yet available, the Sublicensee will obtain temporary approval through a WHO Expert Review Panel, as appropriate and if applicable.

8. REPRESENTATIONS AND WARRANTIES

8.1 Representations, warranties and covenants of the Sublicensee

(a) The Sublicensee represents and warrants to BMS and MPP that:

(i) the Sublicensee has all requisite corporate power and authority to enter into this Sublicense Agreement and to perform its obligations under this Sublicense Agreement;

(ii) the execution of this Sublicense Agreement and the performance by the Sublicensee of its obligations under this Sublicense Agreement have duly been authorized by all necessary action on behalf of the Sublicensee;

(iii) this Sublicense Agreement is legally binding and enforceable on the Sublicensee in accordance with its terms;

(iv) the performance of this Sublicense Agreement by the Sublicensee does not create a breach or default under any other agreement to which it is a party;

(v) the Sublicensee has capability and intent to manufacture the presentations and strengths of the Licensed Products MPP requires it to manufacture for ensuring access to appropriate and needed HIV formulations made possible through this Sublicense Agreement; and

(vi) it will comply with all applicable laws and regulations, including all applicable anti-bribery and corruption laws (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010) and, in particular, the Sublicensee will not, directly or indirectly, offer, promise or give any financial or other advantage and or pay money or anything of value to government officials, political parties, candidates and any other person for the purposes of corruptly obtaining or retaining business; the Sublicensee will certify to BMS in writing, at the frequency requested by BMS (and at least once annually), compliance with their obligations under this Sublicense Agreement (including compliance with the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010);

(vii) it will have and maintain suitable mechanisms in order to comply with all applicable laws (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act);

(viii) it will during the Term perform regular internal due diligence to ensure ongoing compliance with all applicable laws and the terms of this Sublicense Agreement.

(b) The Sublicensee represents, warrants and covenants that all of its activities related to the use of the Licensed Patent Rights and Licensed Manufacturing Know-How and the Development and Commercialization of the Licensed Compound and Licensed Products pursuant to this Sublicense Agreement will comply with all applicable legal and regulatory requirements.

(c) The Sublicensee further represents, warrants and covenants that it will not engage in any activities that use the Licensed Patent Rights and/or Licensed Manufactured Know-How in a manner that is outside the scope of the license rights granted to it under this Sublicense Agreement and that any modifications to the manufacturing process or compound technology will be undertaken at the Sublicensee's sole risk and in no event will BMS or MPP indemnify, hold harmless or defend the Sublicensee for any such modifications.

(d) The Sublicensee acknowledges and agrees that BMS or MPP will have no liability whatsoever in relation to any infringement of the intellectual property rights of any Third Party by the Sublicensee.

8.2 As is license

(a) Notwithstanding any other provision of this Sublicense Agreement, the Sublicensee acknowledges and agrees that the Licensed Patent Rights and Licensed Manufacturing Know-How are licensed to Sublicensee "as is".

(b) Notwithstanding any other provision of this Sublicense Agreement, BMS and MPP make no representation or warranty of non-infringement or any representation or warranty that the Licensed Patent Rights or Licensed Manufacturing Know-How is suitable for any purpose for which it may be used by the Sublicensee.

8.3 Disclaimer

(a) BMS AND MPP MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE LICENSED PATENT RIGHTS OR LICENSED MANUFACTURING KNOW-HOW OR ANY LICENSE GRANTED BY MPP UNDER THIS SUBLICENSE AGREEMENT, OR WITH RESPECT TO ANY COMPOUNDS OR PRODUCTS, INCLUDING ANY COMBINATION PRODUCTS THAT INCLUDE THE LICENSED COMPOUND OR THE LICENSED PRODUCTS.

(b) FURTHERMORE, NOTHING IN THIS SUBLICENSE AGREEMENT WILL BE CONSTRUED AS A REPRESENTATION OR WARRANTY THAT ANY PATENT OR OTHER PROPRIETARY RIGHTS INCLUDED IN THE LICENSED PATENT RIGHTS ARE VALID OR ENFORCEABLE OR THAT THE SUBLICENSEE'S USE OF THE LICENSED PATENT RIGHTS AND LICENSED MANUFACTURING KNOW-HOW CONTEMPLATED UNDER THIS SUBLICENSE AGREEMENT DOES NOT INFRINGE ANY PATENT RIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

8.4 Limitation of liability

NOTWITHSTANDING ANYTHING IN THIS SUBLICENSE AGREEMENT OR OTHERWISE, IN RECOGNITION OF THE HUMANITARIAN NATURE OF THIS SUBLICENSE AGREEMENT AND THE LACK OF ANY ROYALTY TO BMS OR OTHER PAYMENTS TO BMS UNDER THIS SUBLICENSE AGREEMENT, BMS OR MPP WILL NOT HAVE ANY LIABILITY TO THE SUBLICENSEES FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES RELATED TO THIS AGREEMENT, WHETHER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, BMS WILL HAVE NO LIABILITY IN THE EVENT THE LICENSED PATENT RIGHTS ARE INVALID OR UNENFORCEABLE, OR IN THE EVENT THE EXERCISE BY SUBLICENSEE OF ITS RIGHTS UNDER THIS SUBLICENCE AGREEMENT INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9. INVENTIONS, PATENT MAINTENANCE, INFRINGEMENT

9.1 Inventions

(a) BMS (or its Affiliates) will own the entire right, title and interest in and to any and all inventions conceived solely by its employees and agents after the Effective Date relating to the Licensed Compound or any Licensed Product, including any adaptation of any manufacturing process or proprietary drug delivery or formulation technology of BMS or its Affiliates for the production of the Licensed Compound or any Licensed Product, and any patents covering such invention (**BMS Sole Inventions**), subject to the sublicense grant to the Sublicensee set out in clause 2.

(b) The Sublicensee will own the entire right, title and interest in and to any and all inventions conceived solely by its employees and agents after the Effective Date relating to the Licensed Compound or any Licensed Product in the Field in the Territory (but only to the extent separable from BMS's intellectual property) (**Sublicensee Sole Inventions**). The Sublicensee will notify MPP and BMS in writing of any such invention and MPP and BMS will automatically have a non-exclusive, perpetual, worldwide, royalty-free license to use any such invention and any related intellectual property, irrespective of expiration or termination of this Sublicense Agreement. BMS may transfer or sublicense such inventions only to BMS's own Affiliates and suppliers, provided that such Affiliates and suppliers utilize such Sublicensee Sole Inventions solely for the benefit of BMS. Should MPP desire to sublicense any such rights to other sublicensees having entered into a sublicense agreement under the License Agreement in relation to the Licensed Product and Licensed Compound, the Sublicensee and MPP will enter into good faith negotiations.

9.2 Patent maintenance and abandonment

BMS will be responsible (at its own expense and discretion) for, and will control, the prosecution (including any interferences, reissue proceedings and reexaminations) and maintenance of all Licensed Patent Rights in the Territory.

9.3 Enforcement of Licensed Patent Rights

(a) Information

In the event that MPP becomes aware of a suspected or actual breach of any Sublicense Agreement, MPP will notify BMS promptly, and following such notification, the Parties will confer.

(b) Enforcement of Licensed Patent Rights

BMS (and/or its Affiliates) will have the right but will not be obligated, to bring an infringement action at its own expense, in its own name and entirely under its own direction and control, subject to the following:

(i) BMS, MPP and the Sublicensee will reasonably assist each other (at their own respective expense) in any action or proceeding being prosecuted if so requested by BMS, MPP and/or the Sublicensee, and such reasonable assistance is necessary for BMS, MPP and/or the Sublicensee to fully exercise its rights under such proceeding;

(ii) the Sublicensee will have the right to participate and be represented in any such suit by its own counsel at its own expense; and

(iii) no settlement of any such action or proceeding which restricts the scope, or adversely affects the enforceability, of a Licensed Patent Right may be entered into by BMS without the prior written consent of MPP, which consent will not be unreasonably withheld, delayed or conditioned.

(c) Infringement by the Sublicensee

If the making, import, use, offer for sale or sale of the Licensed Compound or the Licensed Products by or on behalf of the Sublicensee infringe on the intellectual property rights of a Third Party in the Territory, the Sublicensee will be solely responsible for such infringement, and MPP and BMS will not have any obligation to defend or indemnify the Sublicensee with respect to any such claim.

10. AUDIT AND REPORTS

10.1 Reports

The Sublicensee will send to MPP within 10 Business Days following the end of each calendar quarter the number of units of Licensed Products sold by strength / formulation by country and the amount of royalties payable and collected as a result of the sales thereof. The Sublicensee shall also provide MPP with a quarterly written report setting forth (a) Licensed Products in its development pipeline, (b) status of development of each Licensed Product in development, (c) regulatory filing plan for each Licensed Product, and (d) a list of countries within the Territory for which such regulatory approvals or authorizations have been obtained for any Licensed Product. The Sublicensee and MPP agree to confer on a quarterly basis regarding such reports and also review development and filing status of Licensed Products. MPP agrees that information contained in quarterly and other such reports shall be treated as Confidential Information.

10.2 Audit

(a) The Sublicensee grants MPP and BMS the right, with reasonable notice, to:

(i) inspect and audit the performance of, and compliance with, this Sublicense Agreement and applicable laws, including the payment of the royalties by the Sublicensee; and

(ii) inspect and audit all documents and other records relating to the performance of this Sublicense Agreement.

(b) BMS or MPP will nominate an independent third party auditor or consultant to exercise their respective rights set out in this clause 10.

(c) The Sublicensee will cooperate with and provide all reasonable assistance to BMS and MPP, their officers, employees, agents, advisors, representatives or contractors exercising their rights under this clause 10.

11. NON DISCLOSURE OF CONFIDENTIAL INFORMATION

11.1 Non disclosure

(a) Each party agrees that, for so long as this Sublicense Agreement is in effect and for a period of 10 years thereafter, a Party receiving Confidential Information of another Party (or that has received any such Confidential Information from such other Party prior to the Effective Date) will:

(i) maintain in confidence such Confidential Information using not less than the efforts such Party uses to maintain in confidence its own proprietary industrial information of similar kind and value;

(ii) not disclose such Confidential Information to any Third Party without the prior written consent of the relevant other Party, except for disclosure expressly permitted under this Sublicense Agreement; and

(iii) not use such Confidential Information for any purpose except those permitted by this Sublicense Agreement (it being understood that this clause (iii) will not create or imply any rights or licenses not expressly granted under clause 2 of this Sublicense Agreement).

(b) Exceptions

The obligations under clause 11.1(a) will not apply with respect to any portion of the Confidential Information that the receiving Party can show by written evidence:

(i) is publicly disclosed by the disclosing Party, either before or after it is disclosed to the receiving Party; or

(ii) was known to the receiving Party or any of its Affiliates, without any obligations to keep it confidential or any restriction on its use, prior to disclosure by the disclosing Party; or

(iii) is subsequently disclosed to the receiving Party or any of its Affiliates by a Third Party lawfully in the possession thereof and without any obligation to keep it confidential or any restriction on its use; or

(iv) is published by a Third Party or otherwise becomes publicly available, either before or after it is disclosed to the receiving Party; or

(v) has been independently developed by employees or contractors of the receiving Party or any of its Affiliates without the aid, application or use of Confidential Information of the disclosing Party.

11.2 Authorized disclosure

(a) The receiving Party may disclose Confidential Information belonging to another Party to the extent (and only to the extent) such disclosure is reasonably necessary in the following instances:

(i) regulatory filings;

(ii) prosecuting or defending litigation;

(iii) complying with applicable governmental laws and regulations (including the rules and regulations of the Securities and Exchange Commission or any national securities exchange) and with judicial process, if in the reasonable opinion of the receiving Party's counsel, such disclosure is necessary for such compliance; and

(iv) disclosure, in connection with the performance of this Sublicense Agreement and solely on a "need-to-know basis", to Affiliates, potential collaborators (including potential co-marketing and co-promotion contractors), research collaborators, employees, consultants or agents, each of whom prior to disclosure must be bound by similar obligations of confidentiality and non-use at least equivalent in scope to those set forth in this clause 10; provided however that the receiving Party will remain responsible for any failure by any such Person who receives Confidential Information pursuant to this clause 10 to treat such Confidential Information as required under this clause 10.

(b) If and whenever any Confidential Information is disclosed in accordance with this clause 11.2, such disclosure will not cause any such information to cease to be Confidential Information except to the extent that such disclosure results in a public disclosure of such information (otherwise than by breach of this Sublicense Agreement). Where reasonably possible, the receiving Party will notify the disclosing Party's intent to make such disclosure pursuant to this clause 11.2 sufficiently prior to making such disclosure so as to allow the disclosing Party adequate time to take whatever action it may deem appropriate to protect the confidentiality of the information.

(c) The Parties agree that a copy of this Sublicense Agreement may be publicly disclosed on MPP's website. Such disclosure will not constitute a breach of the Parties obligations under this clause 11.

12. INDEMNITY

12.1 Sublicensee indemnity

The Sublicensee will indemnify, defend and hold harmless BMS, MPP and their respective Affiliates, and their respective officers, directors, employees, agents, licensors and their respective successors, heirs and assigns and representatives, from and against any and all claims, threatened claims, damages, losses, suits, proceedings, liabilities, costs (including reasonable legal expenses, costs of litigation and reasonable attorney's fees) or judgments, whether for money or equitable relief, of any kind (**Losses and Claims**) arising out of or relating, directly or indirectly:

(a) any breach by the Sublicensee of any of the provisions of this Sublicense Agreement;

(b) any negligence or willful misconduct by or on behalf of the Sublicensee;

(c) the Sublicensee's (or its Affiliates) use and practice otherwise of the Licensed Patent Rights and Licensed Manufacturing Know-How, including claims and threatened claims based on:

(i) product liability, bodily injury, risk of bodily injury, death or property damage;

(ii) infringement or misappropriation of Third Party patents, copyrights, trademarks or other intellectual property rights; or

(iii) the failure to comply with applicable laws related to the matters referred to in the foregoing with respect to the Licensed Compound and/or any Licensed

Product except in any such case for Losses and Claims to the extent resulting from the gross negligence, recklessness or willful misconduct of BMS or MPP.

12.2 Insurance

The Sublicensee agrees to purchase and maintain appropriate insurance in order to cover its product liability insurance related to the Licensed Compound and Licensed Products.

13. TERM AND TERMINATION

13.1 Term

This Sublicense Agreement will commence as of the Effective Date and, unless sooner terminated in accordance with the terms of this Sublicense Agreement or by mutual written consent, will expire upon the expiration of the last-to-expire of the Licensed Patent Rights.

13.2 Termination by any Party

Any of the Parties will have the right to terminate this Sublicense Agreement, at its sole discretion, upon delivery of written notice to the other Parties, upon the occurrence of any of the following:

(a) one of the other Parties becomes bankrupt, insolvent or cannot pay its debts when due;

(b) a material breach of this Sublicense Agreement by another Party that is not cured within 90 days after written notice of such breach is given.

13.3 Additional termination rights

BMS and MPP will each have the right to terminate this Sublicense Agreement upon delivery of written notice to Sublicensee upon the occurrence of any of the following:

(a) the failure of Sublicensee to comply with MPP's reasonable requests under clauses 6(b) through (d) of this Sublicense Agreement;

(b) any failure by the Sublicensee of ensuring compliance with relevant OFAC regulations under clause 2.8 of this Sublicense Agreement;

(c) the occurrence of any material safety issue that BMS or MPP reasonably believes makes it inadvisable to proceed or continue with the commercialization of the Licensed Product in the Territory;

(d) without prejudice to clause 2.7(c), a cross border diversion of the Licensed Products whereby any Sublicensee (directly or indirectly or through a Third Party, located in or out of the Territory) uses, offers for sale, sells, has sold Licensed Products for use in any country outside of the Territory;

(e) any failure by the Sublicensees to comply with the quality requirements under clause 7.2 of this Sublicense Agreement;

(f) the failure by the Sublicensees to Develop and Commercialize the Licensed Products in the formulation and strengths listed in Schedule A within three years of the effective date of the Sublicense Agreement;

(g) the occurrence of a direct or indirect Change of Control of Sublicensee that has not been consented to by BMS and MPP in writing;

(h) in the event of any serious or intentional violation of any laws and regulations or misappropriation of a Third Party’s intellectual property rights by the Sublicensee

anywhere in the world, which in BMS's and MPP's judgment, may reflect unfavorably on BMS, MPP, their reputation or the Licensed Products.

13.4 Scope of termination

Except as otherwise expressly provided in this Sublicense Agreement, any termination of this Sublicense Agreement pursuant to this clause 13 will be as to all Licensed Compounds and Licensed Products.

13.5 Effect of termination

(a) Upon termination of this Sublicense Agreement other than as a result of expiration pursuant to clause 13.1 of this Sublicense Agreement:

(i) all rights and licenses granted to Sublicensee under clause 2 will terminate, and all rights, licenses and cross-references will revert to BMS and MPP will cease all use of the Licensed Patent Rights and the Licensed Manufacturing Know-How;

(ii) none of the Parties will be relieved of any obligation that accrued prior to the effective date of such termination.

(b) Upon termination of the License Agreement between BMS and MPP other than as a result of expiration pursuant to clause 13.1 of the License Agreement, this Sublicense Agreement will be automatically be converted into a license between BMS and the Sublicensee, provided that BMS reserves its rights to terminate the license so converted on the same grounds as those having led to termination of the License Agreement;

(c) It is understood and agreed that BMS and MPP will be entitled to specific performance as a remedy to enforce the provisions of this clause 13.5, in addition to any other remedy to which it may be entitled by applicable law.

(d) Termination of this Sublicense Agreement by BMS or MPP will not preclude BMS and/or MPP from claiming damages from the Sublicensee for any breach of this Sublicense Agreement or in relation to the event having given rise to the termination, or affect any other right or remedy available to BMS and MPP.

13.6 Survival

The following provisions will survive termination or expiration of this Sublicense Agreement, as well as any other provisions which by their nature are intended to survive termination or expiration: clause 1 (as applicable), clauses 8.3, 8.4, 11, 12, 13.6, 13.7, 14 and 15.

13.7 Termination cooperation

Upon the termination or expiration of this Sublicense Agreement, the Parties will cooperate with one another to provide for an orderly wind-down of the transactions contemplated in this Sublicense Agreement.

13.8 Bankruptcy

The Parties agree that in the event a Party becomes a debtor under Title 11 of the U.S. Code, this Sublicense Agreement will be deemed to be, for the purposes of Section 365(n) of such title, a license to rights to "intellectual property" as defined therein. Each party as a licensee hereunder will have the rights and elections as specified in such Title 11. Any agreements supplemental to this Sublicense Agreement will be deemed to be "agreements supplementary to" this Sublicense Agreement for the purposes of Section 365(n) of such Title 11.

14. DISPUTE RESOLUTION

14.1 Resolution by senior executives

(a) Except as provided in clause 14.2(h), all disputes, controversies or claims between the Parties in connection with this Sublicense Agreement, its construction, or the rights, duties or liabilities of either Party under this Sublicense Agreement (a "**Dispute"**) must be resolved pursuant to the following resolution process in this clause 14.1 and the arbitration process in clause 14.2. The parties to any such Dispute may alter or amend these procedures by agreement in writing.

(b) To commence the resolution process, any Party may serve a notice on another Party identifying: (i) the nature of the Dispute; and (ii) the amount in Dispute.

(c) Once notice is received, the parties must first attempt in good faith to resolve such Dispute by negotiation and consultation between themselves.

(d) In the event that such Dispute is not resolved on an informal basis within 30 days after such notice is received, either Party may, by written notice to the other Party, refer the Dispute to the Executive Director of MPP, to BMS's Executive Director Global Commercial Lead HIV Portfolio and to _____ of the Sublicensee (together, the **Designated Officers**) for attempted resolution by good faith negotiation.

(e) If any such Dispute is not resolved by the Designated Officers within 30 days after the receipt of the notice referring such Dispute to the Designated Officers, then either Party may demand resolution of the Dispute by binding arbitration pursuant to clause 14.2.

14.2 Arbitration

Except as provided in clause 14.2(h), if any Dispute is not resolved in accordance with clause 14.1, then either Party may submit such Dispute for resolution through binding arbitration as follows:

(a) A Party may submit such Dispute to arbitration by notifying the other Party in writing and demanding arbitration of such Dispute in accordance with this clause 14.2. Any such Dispute will be finally resolved under the Rules of Arbitration of the International Chamber of Commerce (the **ICC**), except as provided herein.

(b) Within 30 days after receipt of such notice, the Parties will each designate in writing an arbitrator, and within 30 days those arbitrators shall designate a third arbitrator to resolve the Dispute provided however that if the Parties cannot agree on an arbitrator within such 30 day period, the arbitrator will be selected by the ICC. In the event that there are more than two Parties that are parties to the arbitration proceedings, where there are multiple claimants or multiple respondents, the multiple claimants, jointly, and the multiple respondents, jointly, shall designate an arbitrator. The arbitrators will be persons knowledgeable and experienced in the law concerning the subject matter of the dispute, and will not be a current or former Affiliate, employee, consultant, officer, director of either Party or a stockholder of either Party, or otherwise have any current or previous relationship with either Party or their respective Affiliates and will not be a resident or citizen of the Territory. The governing law of this Sublicense Agreement will govern any such proceedings. The language of the arbitration will be English.

(c) Within 30 days after the designation of the third arbitrator, the arbitrators and the Parties will meet, and each Party will provide to the arbitrators a written summary of all disputed issues, such Party's position on such disputed issues and such Party's proposed ruling on the merits of each such issue.

(d) The arbitrators will set a date for a hearing, which will be no later than 30 days (or such longer period agreed in writing by the Parties) after the submission of written proposals pursuant to clause 14.2(b), for the presentation of evidence and legal argument concerning each of the issues identified by the Parties. The Parties will have the right to be represented by counsel. Except as provided in this Sublicense Agreement, the arbitration will be governed by the Rules of Arbitration of the ICC pursuant to clause 14.2(a) (the **Rules**).

(e) The arbitrators will each use his or her best efforts to rule on each disputed issue within 30 days (or such longer period agreed in writing by the Parties) after completion of the hearing described in clause 14.2(d). The determination of the arbitrator as to the resolution of any dispute will be binding and conclusive upon all Parties. All rulings of the arbitrator will be in writing and will be delivered to the Parties except to the extent the Rules provide otherwise. Nothing contained herein will be construed to permit the arbitrator to award punitive, exemplary or any similar damages.

(f) The attorney's fees of the Parties in any arbitration, fees of the arbitrator and costs and expenses of the arbitration will be borne by the Parties in a proportion determined by the arbitrator.

(g) Any arbitration pursuant to this clause 14.2 will be conducted in Paris, France. The parties agree that any proceeding initiated to enter or confirm any arbitration award may be entered in and enforced by any court with jurisdiction, including a court sitting in New York City, New York. In this respect the Parties irrevocably and unconditionally consent to the exercise of personal jurisdiction by the courts in New York in such proceedings.

(h) The Parties acknowledge and agree that the breach by any Party of the provision of this Sublicense Agreement related to the protection of trade secrets or confidentiality would not be fully compensable by money damages and would result in irreparable harm to the other Party. Notwithstanding anything in this clause 14, each Party will have the right to seek injunctive or other equitable relief from a court of competent jurisdiction as may be necessary to avoid irreparable harm, maintain the status quo or preserve the subject matter of the arbitration, including any breach or threatened breach of clauses 11.1 and 13.5. The parties agree that any such request for injunctive or equitable relief may be brought in a court sitting in New York City, New York and the Parties irrevocably and unconditionally consent to the exercise of personal jurisdiction by the courts in New York in such proceedings.

15. MISCELLANEOUS

15.1 Agreement management

(a) At the Commencement Date, each party will appoint an individual as **Agreement Manager**. Each party may update the identity of its Agreement Manager during the Term by notice in writing to the other Parties.

(b) The Agreement Managers of each Party will meet in person or discuss via teleconference at least once a quarter during the Term to discuss performance of each party's obligations under this Sublicense Agreement and any other matters as notified by another Party in advance of such meeting.

15.2 Severability

If any one or more of the provisions of this Sublicense Agreement is held to be invalid or unenforceable, the provision will considered severed from this Sublicense Agreement and will not serve to invalidate any remaining provisions of this Sublicense Agreement. The Parties will

make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Sublicense Agreement may be realized.

15.3 Notices

(a) Any notice required or permitted to be given under this Sublicense Agreement will be in writing and will be delivered by hand or overnight courier with tracking capabilities or mailed postage prepaid by first class, registered or certified mail addressed as set forth below unless changed by notice so given:

(i) If to BMS:

Bristol-Myers Squibb Company
345 Park Avenue
New York, NY 10154
U.S.A.
Attention: General Counsel and Corporate Secretary

with a copy to:

Bristol Myers Squibb Company
777 Scudders Mill Road
Plainsboro, NJ 08536
U.S.A.
Attention: Vice President and Assistant General Counsel, Strategic Corporate Transactions

(ii) If to MPP:

The Medicines Patent Pool Foundation
Rue de Varembé 7
Geneva 1202
Switzerland
Attention: General Counsel

(iii) If to the Sublicensee:

_____

_____

_____

_____

(b) Any such notice will be deemed delivered on the date received. A Party may add, delete, or change the person or address to whom notices should be sent at any time upon written notice delivered to the Party's notices in accordance with this clause 15.3.

15.4 Force Majeure

(a) No party will be liable for any failure to perform its obligations under this Sublicense Agreement (other than obligations to make payments of money) to the extent such performance has been delayed, interfered with or prevented by any event of Force Majeure.

(b) As used in this Sublicense Agreement, **Force Majeure** means any circumstances whatsoever which are not within the reasonable control of the Party affected thereby, including an act of God, war, terrorism, insurrection, riot, strike or labor dispute, shortage of materials, fire, explosion, flood, government requisition or allocation, breakdown of damage to plant, equipment or facilities, interruption or delay in transportation, fuel supplies or electrical power, embargo, boycott, order or act of civil or military authority. The Party who declares an event of Force Majeure will give prompt notice to the other Parties of such declaration.

(c) If the performance of any obligation has been delayed, interfered with or prevented by an event of Force Majeure, then the Party affected by such event will take such actions as are reasonably available to remove the event of Force Majeure or to mitigate the effect of such occurrence, except that labor disputes will be settled at the sole discretion of the Party affected thereby.

(d) If an event of Force Majeure occurs, the obligations of the Parties under this Sublicense Agreement (other than the obligations to make payments of money) will be suspended during, but not longer than, the continuance of the event of Force Majeure.

15.5 Assignment

(a) None of the Parties may assign this Sublicense Agreement, except as specifically permitted by this clause 15.5.

(b) BMS may, without MPP's or the Sublicensee's consent, assign or transfer any and all of its rights and obligations under this Sublicense Agreement to any Affiliate of BMS or to any Third Party (including a successor in interest), provided however that such assignee or transferee agrees in a writing provided to MPP and to the Sublicensee to assume such transferred obligations and to be bound by the terms of this Sublicense Agreement. In the event of any such transfer of any or all of BMS's obligations under this Sublicense Agreement (or any or all of the obligations of any BMS Affiliate to which any of such obligations may have been transferred) to a Third Party, the assumption of such transferred obligations by such Third Party will constitute the release of BMS and its Affiliates from such obligations, and thereafter BMS and its Affiliates will have no further liability or responsibility to MPP, the Sublicensee and their Affiliates to which any of such obligations may have been transferred, the assumption or guarantee by such Third Party of the obligations under this Sublicense Agreement of such transferred BMS Affiliate will constitute the release of BMS from such obligations, and thereafter BMS will have no further liability or responsibility to MPP, the Sublicensee and its Affiliates in respect of such obligations.

(c) The Sublicensee may not assign all or any part of its rights, or delegate all or any part of its obligations, under this Sublicense Agreement without BMS's and MPP's prior written consent.

(d) MPP may not assign all or any part of its rights, or delegate all or any part of its obligations, under this Sublicense Agreement without BMS's prior written consent.

(e) Any assignment or transfer in violation of the foregoing will be null and void and wholly invalid, the assignee or transferee in any such assignment or transfer will acquire no rights whatsoever, and the non-assigning non-transferring Party will not recognize, nor will it be required to recognize, such assignment or transfer.

(f) Subject to the foregoing provisions of clause 15.5, this Sublicense Agreement will inure to the benefit of and be binding on the Parties' successors and assigns.

15.6 Waiver and modifications

The failure of any Party to insist on the performance of any obligation under this Sublicense Agreement will not be deemed to be a waiver of such obligation. Waiver of any breach of any provision of this Sublicense Agreement will not be deemed to be a waiver of any other breach of such provision or any other provision on such occasion or any succeeding occasion. No waiver, modification, release or amendment of any obligation under or provision of this Sublicense Agreement will be valid or effective unless in writing and signed by all Parties.

15.7 Choice of law

This Sublicense Agreement will be governed, and will be construed in accordance with the laws of England without regard to its conflicts of law provisions.

15.8 Publicity

The Parties agree that no Party will issue a press release or public announcement concerning the transactions contemplated by this Sublicense Agreement without the advance written consent of the other Parties. If a Party intends to issue a press release, it will submit a draft of such proposed press release to the other Parties at least 5 Business Days prior to the date such Party intends to issue the release and will agree to consider the comments of the other Parties to the press release. After any initial press release or public announcement is made, however, each Party may disclose to third parties or make public statements, by press release or otherwise, regarding the existence of this Sublicense Agreement, the identity of the parties, and terms, conditions and subject matter previously disclosed about the Sublicense Agreement, provided such disclosures or statements are accurate and complete with respect to the subject matter thereof and the information disclosed therein.

15.9 Relationship of the Parties

Each Party is an independent contractor under this Sublicense Agreement. Nothing contained in this Sublicense Agreement is intended or is to be construed so as to constitute BMS, MPP and the Sublicensee as partners, agent or joint venturers. None of the Parties will have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Parties or to bind the other Parties to any contract, agreement or undertaking with any Third Party.

15.10 Headings

Headings and captions are for convenience only and are not to be used in the interpretation of this Sublicense Agreement.

15.11 Entire Agreement

This Sublicense Agreement constitutes the entire agreement between the Parties as to the subject matter of this Sublicense Agreement, and supersedes and merges all prior negotiations, representations, agreements and understandings regarding the same.

15.12 Counterparts

This Sublicense Agreement may be executed in counterparts with the same effect as if both Parties had signed the same document. All such counterparts will be deemed an original, will be construed together and will constitute one and the same instrument.

15.13 Ambiguities

Each of the Parties acknowledges and agrees that this Sublicense Agreement has been diligently reviewed by and negotiated by and between them, that in such negotiations each of them has been represented by competent counsel and that the final agreement contained in this Sublicense Agreement, including the language whereby it has been expressed, represents the joint efforts

of the Parties and their counsel. Accordingly, in interpreting this Sublicense Agreement or any provision hereof, no presumption will apply against any Party as being responsible for the wording or drafting of this Sublicense Agreement or any such provision, and ambiguities, if any, in this Sublicense Agreement will not be construed against any Party irrespective of which Party may be deemed to have authored the ambiguous provisions.

15.14 Business conduct and ethics

BMS takes seriously its compliance and ethics responsibilities and seeks to do business only with third parties who share our high standards of ethical behavior. To that end, BMS has adopted Standards of Business Conduct and Ethics for Third Parties (**3P Standards**). BMS encourages MPP and the Sublicensee to comply with the elements of the 3P Standards that apply to them. For your reference, the 3P Standards are available at http://www.bms.com/ourcompany/compliance_ethics/Pages/default.aspx.

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IN WITNESS WHEREOF the Parties have caused this Sublicense Agreement to be executed by their respective duly authorized officers.

For an on behalf of
Bristol-Myers Squibb Company:

Signature

Name:

Title:

For an on behalf of
The Medicines Patent Pool Foundation:

Signature

Name:

Title:

For an on behalf of
_____

Signature

Name:

Title:

Schedule A Licensed Compound, presentations and strengths

Licensed Compound

The compound known as “atazanavir”.

Presentations and strengths

Capsules in 150 mg, 200 mg, 300 mg strengths containing atazanavir as its sole active ingredient and any additional formulation or strength (including pediatric formulations) for which BMS would receive FDA approval in relation to the Licensed Compound during the Term.

Schedule B Licensed Patent Rights

The list below is accurate to the best of BMS knowledge as of the Effective Date of this Amendment. BMS has no obligation to update this list of the Licensed Patent Rights. It remains the responsibility of MPP and the Sublicensees to check for any changes in status.

Title: A PROCESS FOR PREPARING ATAZANAVIR BISULFATE AND NOVEL FORMS

Country	Filing Number	Filing	Grant Number	Grant Date
India	02933/DELNP/09	01 May 2009		
India	06425/DELNP/2006	03 May 2005		
South Africa	2006/9084	03 May 2005	2006/9084	27 August 2008

Title: TABLETED COMPOSITIONS CONTAINING ATAZANAVIR-HUB11023

Country	Filing Number	Filing	Grant Number	Grant Date
India	8328/DELNP/2009	20 June 2008		

Title: A PROCESS FOR THE PREPARATION OF ALPHA' CHLOROKETONES

Country	Filing Number	Filing	Grant Number	Grant
India	145/MUMNP/2003	20 Jul 2001	210496	05 Oct 2007

Title: STEREOSELECTIVE REDUCTION OF SUBSTITUTED OXO-BUTANES

Country	Filing Number	Filing	Grant Number	Grant Date
India	93/MUMNP/2003	20 Jul 2001	206217	19 Apr 2007

Title: BISULFATE SALT OF HIV PROTEASE INHIBITOR

Country	Filing Number	Filing	Grant Number	Grant Date
Ecuador	SP992834	19 Jan 1999		
Georgia	AP1998004009	22 Dec 1998	P3026	25 July 2003
Egypt	56/99	17 Jan 1999	23936	14 Jan 2008
Indonesia	W20001397	22 Dec 1998	ID0009860	10 Feb 2003
Malaysia	PI9900020	05 Jan 1999	MY-114838	31 Jan 2003
Pakistan	12/99	07 Jan 1999	136678	07 May 2001
Philippines	1-1998-03387	23 Dec 1998	1-1998-03387	14 Jul 2004
South Africa	990056	05 Jan 1999	990056	27 Sep 2000
Ukraine	2000084931/A	22 Dec 1998	59432	15 Sep 2003

Title: ATAZANAVIR SULFATE FORMULATIONS WITH IMPROVED pH EFFECT

Country	Filing Number	Filing	Grant Number	Grant Sate
India	9097/CHENP/12	07 April 2011		

Schedule C Non-Territory Patent Rights

The list below is accurate to the best of BMS knowledge as of the Effective Date. BMS has no obligation to update this list of the Non-Territory Patent Rights. It remains the responsibility of MPP and the Sublicensees to check for any changes in status.

Title: PROCESS FOR PREPARING ATAZANAVIR BISULFATE AND NOVEL FORMS

Country	Filing Number	Filing	Grant Number	Grant Date
Argentina	P150100592	27 Feb 2015		
Argentina	P050101776	03 May 2005		
Australia	2010201538	16 Apr 2010		
Australia	2005240622	03 May 2005	2005240622	27 May 2010
Austria	05744537.1	03 May 2005	1755596	12 Aug 2015
Belgium	05744537.1	03 May 2005	1755596	12 Aug 2015
Brazil	PI0509595.6	03 May 2005		
Bulgaria	05744537.1	03 May 2005	1755596	12 Aug 2015
Canada	2565629	03 May 2005	2565629	31 Jul 2012
Chile	1057/05	04 May 2005	50361	09 Sep 2014
Chile	3144/11	13 Dec 2011		
China	200910145402.X	18 May 2009	200910145402.X	14 Dec 2011
China	200580022550.2	03 May 2005	200580022550.2	30 Mar 2011
Croatia	05744537.1	03 May 2005	1755596	12 Aug 2015
Cyprus (Republic)	05744537.1	03 May 2005	1755596	12 Aug 2015
Czech Republic	05744537.1	03 May 2005	1755596	12 Aug 2015
Denmark	05744537.1	03 May 2005	1755596	12 Aug 2015
Estonia	05744537.1	03 May 2005	1755596	12 Aug 2015
European Procedure (Patents)	05744537.1	03 May 2005	1755596	12 Aug 2015
European Procedure (Patents)	15180557.9	11 Aug 2015		
Finland	05744537.1	03 May 2005	1755596	12 Aug 2015
France	05744537.1	03 May 2005	1755596	12 Aug 2015
Germany	05744537.1	03 May 2005	1755596	12 Aug 2015
Greece	05744537.1	03 May 2005	1755596	12 Aug 2015
Hong Kong	07103668.8	10 Apr 2007		
Hungary	05744537.1	03 May 2005	1755596	12 Aug 2015
Iceland	05744537.1	03 May 2005	1755596	12 Aug 2015
Ireland	05744537.1	03 May 2005	1755596	12 Aug 2015
Israel	178965	03 May 2005	178965	01 Sep 2011
Italy	05744537.1	03 May 2005	1755596	12 Aug 2015
Japan	2007-511502	03 May 2005	5086069	14 Sep 2012
Latvia	05744537.1	03 May 2005	1755596	12 Aug 2015
Lithuania	05744537.1	03 May 2005	1755596	12 Aug 2015
Luxembourg	05744537.1	03 May 2005	1755596	12 Aug 2015
Macedonia (F.Y.R.)	05744537.1	03 May 2005	1755596	12 Aug 2015
Mexico	PA/A/06/012612	03 May 2005	274189	19 Feb 2010
Monaco	05744537.1	03 May 2005	1755596	12 Aug 2015
Montenegro	05744537.1	03 May 2005	1755596	12 Aug 2015
Netherlands	05744537.1	03 May 2005	500151614	12 Aug 2015

Title: PROCESS FOR PREPARING ATAZANAVIR BISULFATE AND NOVEL FORMS

Country	Filing Number	Filing	Grant Number	Grant Date
Norway	20065441	03 May 2005		
Poland	05744537.1	03 May 2005	1755596	12 Aug 2015
Portugal	05744537.1	03 May 2005	1755596	12 Aug 2015
Romania	05744537.1	03 May 2005	1755596	12 Aug 2015
Russian Federation	2006142768	03 May 2005	2385325	27 Mar 2010
Serbia (ex-Serbia & Montenegro)	05744537.1	03 May 2005	1755596	12 Aug 2015
Singapore	200607509.7	03 May 2005	127083	14 Jan 2011
Slovakia	05744537.1	03 May 2005	1755596	12 Aug 2015
Slovenia	05744537.1	03 May 2005	1755596	12 Aug 2015
South Korea / Republic of Korea	10-2006-7025370	03 May 2005	10-1153606	30 May 2012
Spain	05744537.1	03 May 2005	300185023	12 Aug 2015
Sweden	05744537.1	03 May 2005	1755596	12 Aug 2015
Switzerland	05744537.1	03 May 2005	1755596	12 Aug 2015
Taiwan	103111712	28 Mar 2014	I-518072	21 Jan 2016
Taiwan	94114255	03 May 2005	I445697	21 Jul 2014
Turkey	05744537.1	03 May 2005	1755596	12 Aug 2015
United Kingdom	05744537.1	03 May 2005	1755596	12 Aug 2015
United States Of America	12/360468	27 Jan 2009	7838678	23 Nov 2010
United States Of America	12/900588	08 Oct 2010	8513428	20 Aug 2013
United States Of America	11/119558	02 May 2005	7829720	09 Nov 2010
Venezuela	VN05/000854	04 May 2005		

Title: TABLETED COMPOSITIONS CONTAINING ATAZANAVIR

Country	Filing Number	Filing	Grant Number	Grant Date
Australia	2008268625	15 Mar 2016	2008268625	30 Sep 2016
Australia	2008268625	20 Jun 2008	2008268625	13 Mar 2014
Austria	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Belgium	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Bulgaria	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Croatia	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Cyprus (Republic)	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Czech Republic	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Denmark	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Estonia	08771562.9	20 Jun 2008	2170292	08 Jan 2014
European Procedure (Patents)	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Finland	08771562.9	20 Jun 2008	2170292	08 Jan 2014
France	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Germany	08771562.9	20 Jun 2008	602008029796.9	08 Jan 2014
Greece	08771562.9	20 Jun 2008	3083177	08 Jan 2014
Gulf Cooperation Council	11117	22 Jun 2008		

Title: TABLETED COMPOSITIONS CONTAINING ATAZANAVIR

Country	Filing Number	Filing	Grant Number	Grant Date
Hungary	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Iceland	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Ireland	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Italy	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Japan	2014-031942	21 Feb 2014	5869600	15 Jan 2016
Japan	2015-218828	06 Nov 2015	6154878	09 Jun 2017
Japan	2010-513431	20 Jun 2008		
Latvia	08771562.9	20 Jun 2008		
Lebanon	8336	13 Jun 2008	8336	23 Jul 2009
Lithuania	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Luxembourg	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Malta	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Mexico	MX/A/09/013504	20 Jun 2008	312207	12 Aug 2013
Monaco	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Netherlands	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Norway	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Poland	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Portugal	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Romania	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Slovakia	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Slovenia	08771562.9	20 Jun 2008	2170292	08 Jan 2014
South Korea / Republic of Korea	2009-7026607	20 Jun 2008	1686243	07 Dec 2016
Spain	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Sweden	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Switzerland	08771562.9	20 Jun 2008	2170292	08 Jan 2014
Thailand	0801003176	20 Jun 2008		
Turkey	08771562.9	20 Jun 2008	2170292	08 Jan 2014
United Kingdom	08771562.9	20 Jun 2008	2170292	08 Jan 2014
United States Of America	13/906651	31 May 2013		

Title: TABLETED COMPOSITIONS CONTAINING ATAZANAVIR

Country	Filing Number	Filing	Grant Number	Grant Date
Australia	2008268537	20 Jun 2008	2008268537	14 Feb 2013
Austria	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Belgium	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Bulgaria	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Croatia	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Cyprus (Republic)	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Czech Republic	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Denmark	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Estonia	08771569.4	20 Jun 2008	2178513	30 Mar 2011
European Procedure (Patents)	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Finland	08771569.4	20 Jun 2008	2178513	30 Mar 2011
France	08771569.4	20 Jun 2008	2178513	30 Mar 2011

Title: TABLETED COMPOSITIONS CONTAINING ATAZANAVIR

Country	Filing Number	Filing	Grant Number	Grant Date
Germany	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Greece	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Hungary	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Iceland	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Ireland	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Italy	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Latvia	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Lithuania	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Luxembourg	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Malta	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Mexico	MX/A/09/013461	20 Jun 2008	290355	22 Sep 2011
Monaco	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Netherlands	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Norway	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Poland	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Portugal	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Romania	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Slovakia	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Slovenia	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Spain	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Sweden	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Switzerland	08771569.4	20 Jun 2008	2178513	30 Mar 2011
Turkey	08771569.4	20 Jun 2008	2178513	30 Mar 2011
United Kingdom	08771569.4	20 Jun 2008	2178513	30 Mar 2011

Title: A PROCESS FOR THE PREPARATION OF ALPHA' CHLOROKETONES

Country	Filing Number	Filing	Grant Number	Grant Date
Australia	2001/282944	20 Jul 2001	2001282944	01 Dec 2005
Austria	01961698.6	20 Jul 2001	1309535	26 Mar 2008
Belgium	01961698.6	20 Jul 2001	1309535	26 Mar 2008
Brazil	PI0112820.5	20 Jul 2001		
China	01814164.1	20 Jul 2001	ZL01814164.1	19 Jul 2006
Cyprus (Republic)	01961698.6	20 Jul 2001	1309535	26 Mar 2008
Czech Republic	2003-419	20 Jul 2001	301422	14 Jan 2010
Denmark	01961698.6	20 Jul 2001	1309535	26 Mar 2008
European Procedure (Patents)	01961698.6	20 Jul 2001	1309535	26 Mar 2008
Finland	01961698.6	20 Jul 2001	1309535	26 Mar 2008
France	01961698.6	20 Jul 2001	1309535	26 Mar 2008
Germany	01961698.6	20 Jul 2001	60133395.0	26 Mar 2008
Greece	01961698.6	20 Jul 2001	1309535	26 Mar 2008
Hong Kong	03104335.3	17 Jun 2003	1052001	04 Jul 2008
Hungary	P03023344	20 Jul 2001	229795	27 Aug 2014
Ireland	01961698.6	20 Jul 2001	1309535	26 Mar 2008
Israel	153830	20 Jul 2001	153830	01 Dec 2012
Italy	01961698.6	20 Jul 2001	1309535	26 Mar 2008
Japan	2002/519403	20 Jul 2001	4889909	22 Dec 2011

Title: A PROCESS FOR THE PREPARATION OF ALPHA' CHLOROKETONES

Country	Filing Number	Filing	Grant Number	Grant Date
Luxembourg	01961698.6	20 Jul 2001	1309535	26 Mar 2008
Mexico	PA/A/03/001314	20 Jul 2001	232127	11 Nov 2005
Monaco	01961698.6	20 Jul 2001	1309535	26 Mar 2008
Netherlands	01961698.6	20 Jul 2001	1309535	26 Mar 2008
Portugal	01961698.6	20 Jul 2001	1309535	26 Mar 2008
Singapore	200300524-6	20 Jul 2001	94663	29 Oct 2004
South Korea / Republic of Korea	2003-7002215	20 Jul 2001	768961	09 Oct 2007
Spain	01961698.6	20 Jul 2001	1309535	26 Mar 2008
Sweden	01961698.6	20 Jul 2001	1309535	26 Mar 2008
Switzerland	01961698.6	20 Jul 2001	1309535	26 Mar 2008
Taiwan	90119584	10 Aug 2001	NI-233925	11 Jun 2005
Turkey	01961698.6	20 Jul 2001	1309535	26 Mar 2008
United Kingdom	01961698.6	20 Jul 2001	1309535	26 Mar 2008
United States Of America	09/908516	18 Jul 2001	6399793	04 Jun 2002

Title: STEREOSELECTIVE REDUCTION OF SUBSTITUTED OXO-BUTANES

Country	Filing Number	Filing	Grant Number	Grant Date
Australia	2001/280698	20 Jul 2001	2001280698	09 Dec 2005
Brazil	PI0113236.9	20 Jul 2001	PI0113236.9	22 Apr 2014
China	01814196.X	20 Jul 2001	01814196.X	27 Apr 2007
Czech Republic	PV2003-758	20 Jul 2001	303884	02 May 2013
European Procedure (Patents)	01959109.8	20 Jul 2001	1309714	13 May 2009
France	01959109.8	20 Jul 2001	1309714	13 May 2009
Germany	01959109.8	20 Jul 2001	1309714	13 May 2009
Hungary	P0300873	20 Jul 2001	229338	08 Oct 2013
Italy	01959109.8	20 Jul 2001	1309714	13 May 2009
Japan	2002-519654	20 Jul 2001	3843255	18 Aug 2006
Mexico	PA/A/03/001312	20 Jul 2001	245407	26 Apr 2007
Singapore	200300523-8	20 Jul 2001	94662	30 Nov 2006
Spain	01959109.8	20 Jul 2001	1309714	13 May 2009
Taiwan	90120123	16 Aug 2001	NI287579	01 Oct 2007
United Kingdom	01959109.8	20 Jul 2001	1309714	13 May 2009
United States Of America	10/661893	12 Sep 2003	7083973	01 Aug 2006

Title: BMS-232632 HIV PROTEASE INHIBITOR - ATAZANAVIR

Country	Filing Number	Filing	Grant Number	Grant Date
Australia	23859/97	14 Apr 1997	706183	23 Sep 1999
Austria	SZ29/2005	30 Jun 2005	SZ29/2005	24 Aug 2007
Belgium	2005C/028	30 Jun 2005	2005C/028	06 Feb 2007
Denmark	CA200500037	11 Jul 2005	CR200500037	23 Jun 2008
Finland	L20050019	14 Apr 1997	260	09 Oct 2009

Title: BMS-232632 HIV PROTEASE INHIBITOR - ATAZANAVIR

Country	Filing Number	Filing	Grant Number	Grant Date
France	05C0030	05 Jul 2005	05C0030	27 Apr 2007
Germany	122005000003.5	01 Feb 2005	122005000003.5	16 Jul 2012
Greece	2005800019	27 Jul 2005	8000186	27 Apr 2006
Italy	43085	20 Jul 2005	892	20 Sep 2005
Japan	2004-70023	16 Mar 2004	3174347	23 Feb 2005
Japan	2004-70024	06 Mar 2004	3174347	23 Feb 2005
Luxembourg	91189	03 Aug 2005	91189	03 Oct 2005
Netherlands	300203	28 Jul 2005	300203	30 Aug 2005
Portugal	205	19 Jul 2005	205	04 Aug 2005
Romania	C/067	25 Jun 2007	C/067	30 Mar 2011
Slovenia	C200540011	03 Aug 2005	C200540011	30 Apr 2006
Spain	200500033	17 Oct 2008	200500033	17 Oct 2008
Sweden	0590027-9	03 Aug 2005	0590027-9	10 Jan 2006
Switzerland	C00900210/01	09 Feb 2005	C00900210/01	30 Jun 2006
United Kingdom	SPC/GB05/036	21 Jul 2005	SPC/GB05/036	06 Feb 2006
United States Of America	08/831630	14 Aug 2003	5849911	09 Mar 2007

Title: A PROCESS FOR PREPARING (2R,3S)1,2-EPOXY-3- (PROTECTED) AMINO-4-SUBSTITUTED BUTANE AND INTERMEDIATES THEREOF

Country	Filing Number	Filing	Grant Number	Grant Date
European Procedure (Patents)	06750625.3	19 Apr 2006	1893765	30 Nov 2011
France	06750625.3	19 Apr 2006	1893765	30 Nov 2011
Germany	06750625.3	19 Apr 2006	1893765	30 Nov 2011
Italy	06750625.3	19 Apr 2006	1893765	30 Nov 2011
Spain	06750625.3	19 Apr 2006	1893765	30 Nov 2011
United Kingdom	06750625.3	19 Apr 2006	1893765	30 Nov 2011
United States Of America	12/506596	21 Jul 2009	8119389	21 Feb 2012
United States Of America	11/365275	01 Mar 2006	7582468	01 Sep 2009

Title: BISULFATE SALT OF HIV PROTEASE INHIBITOR

Country	Filing Number	Filing	Grant Number	Grant Date
Argentina	P990100179	18 Jan 1999	AR014417B1	13 Apr 2005
Australia	20101/99	22 Dec 1998	735875	01 Nov 2001
Austria	98964878.7	22 Dec 1998	1056722	12 Jun 2002
Belgium	98964878.7	22 Dec 1998	1056722	12 Jun 2002
Bulgaria	104618	22 Dec 1998	64774	29 Dec 2005
Bulgaria	07/038	13 Jun 2007	07/038	16 Aug 2008
Canada	2317736	22 Dec 1998	2317736	02 Nov 2004
Chile	1999-034	08 Jan 1999	41834	03 Jun 2003
China	98812741.5	22 Dec 1998	ZL98812741.5	30 Jul 2003
Colombia	99002578	19 Jan 1999		
Cyprus (Republic)	98964878.7	22 Dec 1998	CY 1100263	12 Jun 2002

Title: BISULFATE SALT OF HIV PROTEASE INHIBITOR

Country	Filing Number	Filing	Grant Number	Grant Date
Czech Republic	PV20002564	22 Dec 1998	293507	15 Mar 2004
Denmark	98964878.7	22 Dec 1998	1056722	12 Jun 2002
Estonia	0425/00PC	22 Dec 1998	04434	15 Feb 2004
European Procedure (Patents)	98964878.7	22 Dec 1998	1056722	12 Jun 2002
Finland	98964878.7	22 Dec 1998	1056722	12 Jun 2002
France	98964878.7	22 Dec 1998	1056722	12 Jun 2002
Germany	98964878.7	22 Dec 1998	69806067.9	12 Jun 2002
Greece	98964878.7	22 Dec 1998	3040802	12 Jun 2002
Hong Kong	01103011.8	26 Apr 2001	1033667	24 Jan 2003
Hong Kong	01104126.8	15 Jun 2001	1033458	07 May 2004
Hungary	P0101389	22 Dec 1998	227196	05 Jan 2011
Ireland	98964878.7	22 Dec 1998	1056722	12 Jun 2002
Israel	137384	22 Dec 1998	137384	02 Nov 2006
Italy	98964878.7	22 Dec 1998	1056722	12 Jun 2002
Japan	2000540121	22 Dec 1998	4860037	11 Nov 2011
Latvia	P0078	22 Dec 1998	12522	20 Oct 2000
Lithuania	2000-067	22 Dec 1998	4780	25 Apr 2001
Luxembourg	98964878.7	22 Dec 1998	1056722	12 Jun 2002
Mexico	6747	22 Dec 1998	215127	08 Jul 2003
Monaco	98964878.7	22 Dec 1998	1056722	12 Jun 2002
Netherlands	98964878.7	22 Dec 1998	NL1056722	12 Jun 2002
New Zealand	504417	22 Dec 1998	504417	10 Jan 2002
Norway	20003692	22 Dec 1998	315605	29 Sep 2003
Peru	0047/99	20 Jan 1999	002380	29 Apr 2002
Poland	P342019	22 Dec 1998	190744	19 Aug 2005
Portugal	98964878.7	22 Dec 1998	1056722	12 Jun 2002
Romania	200000717	22 Dec 1998	118869	30 Dec 2003
Russian Federation	2000119792	22 Dec 1998	2186070	27 Jul 2002
Singapore	200002607-0	22 Dec 1998	73159	21 Jan 2003
Slovakia	PV1062-2000	22 Dec 1998	283975	19 Apr 2004
Spain	98964878.7	22 Dec 1998	1056722	12 Jun 2002
Sweden	98964878.7	22 Dec 1998	1056722	12 Jun 2002
Switzerland	98964878.7	22 Dec 1998	1056722	12 Jun 2002
Taiwan	88100623	15 Jan 1999	I177855	09 Sep 2003
Thailand	048191	14 Jan 1999	20875	10 Nov 2006
Turkey	00/1876	22 Dec 1998	TR200001876B	21 Jun 2001
United Kingdom	98964878.7	22 Dec 1998	1056722	12 Jun 2002
United States Of America	09/217538	21 Dec 1998	6087383	11 Jul 2000
Venezuela	1999-000084	20 Jan 1999		

Title: ATAZANAVIR SULFATE FORMULATIONS WITH IMPROVED pH EFFECT

Country	Filing Number	Filing	Grant Number	Grant Date
China	201180028213.X	07 Apr 2011		
Japan	2013-503940	07 Apr 2011		

SCHEDULE D
TERRITORY

Afghanistan
Algeria**
Angola*
Antigua and Barbuda
Armenia*
Azerbaijan
Bangladesh
Belarus*
Belize
Benin*
Bhutan
Bolivia
Botswana*
Burkina Faso*
Burundi*
Cambodia*
Cameroon*
Cape Verde*
Central African Republic*
Chad*
Comoros*
Congo, Dem. Rep. *
Congo, Rep. *
Cook Islands**
Costa Rica
Côte d'Ivoire*
Cuba
Djibouti*
Dominica*
Dominican Republic
Ecuador
Egypt**
El Salvador
Equatorial Guinea**
Eritrea*
Ethiopia*
Fiji
Gabon*
Gambia, The*
Georgia
Ghana*
Grenada
Guatemala
Guinea*
Guinea-Bissau*

Guyana
Haiti
Honduras
India*
Madagascar*
Malawi*
Maldives
Mali*
Marshall Island
Mauritania*
Mauritius*
Malaysia**
Micronesia, Federated States
Moldova
Mongolia
Morocco**
Mozambique*
Myanmar
Namibia*
Nauru
Nepal
Nicaragua*
Niger*
Nigeria*
Niue**
Pakistan
Palau
Panama
Papua New Guinea
Philippines**
Rwanda*
Samoa
São Tomé and Principe*
Senegal*
Seychelles*
Sierra Leone*
Solomon Islands
Somalia*
South Africa*
South Sudan
Sri Lanka
St. Kitts and Nevis
St. Lucia
St. Vincent and the Grenadines
Sudan*
Suriname
Swaziland*
Syrian Arab Republic
Tajikistan
Tanzania*
Timor-Leste
Togo*
Tonga
Tunisia**

Indonesia**
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Jamaica
Kazakhstan
Kenya*
Kiribati
Korea, Dem. Rep.
Kyrgyz Republic
Lao PDR
Lesotho*
Liberia*
Libya
Turkmenistan
Tuvalu
Uganda*
Ukraine**
Uzbekistan
Vanuatu
Vietnam**
West Bank and Gaza
Yemen, Rep.
Zambia*
Zimbabwe*

*Country previously included in one or more BMS agreements in relation to Licensed Patent Rights. According to Section 3.1(a) no royalties will be due by the Sublicensees for sales in such country.
** Added as of the Amendment Effective Date.

Schedule E Product Trademark

Reyataz

Schedule F Technical Transfer Package

(see attached list)

Reyataz TT Overview

BMS-217947 (purchased) + BMS-233110 (purchased)

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BMS-233101-01

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BMS-214702 (purchased) → BMS-232632-05

QC Release Methods

Product	Method	Method Number
BMS-232632-05	Identification (IR/ATR)	5315A
BMS-232632-05	Identification (FTIR)	5323A
BMS-232632-05	HPLC (Assay)	5311A
BMS-232632-05	HPLC (Impurities)	248954
BMS-232632-05	HPLC (BMS-214702 Impurity)	249073
BMS-232632-05	KF	003U(G)
BMS-232632-05	Optical Rotation	95009936
BMS-232632-05	Heavy Metals	002B
BMS-232632-05	Residue on Ignition	006C
BMS-232632-05	Titration/Counter ion	248960
BMS-232632-05	GC (residual solvent)	248961
BMS-232632-05	Particle Size	5312A (95009048)
BMS-233101-01	Identification (IR/KBr)	0100
BMS-233101-01	HPLC (Assay and Impurities)	249036
BMS-217947-01	Identification (IR/KBr)	0100
BMS-217947-01	Identification (IR/ATR)	5315A
BMS-217947-01	Identification (FTIR)	5323A
BMS-217947-01	HPLC (Purity/Impurity)	248967
BMS-217947-01	HPLC (Enantiomer check)	248966
BMS-217947-01	GC (residual solvent)	5316A
BMS-217947-01	GC (collidine)	250477
BMS-233110-01	Identification (IR/KBr)	0100
BMS-233110-01	Identification (Raman)	5459A
BMS-233110-01	HPLC (Purity/Impurity)	248969
BMS-233110-01	HPLC (BMS-566370 impurity)	249059
BMS-233110-01	Heavy Metals (ICP)	248981
BMS-233110-01	GC (residual solvent)	5316A

Product	Method	Method Number
BMS-214702-01	Identification (IR/KBr)	0100
BMS-214702-01	Identification (Raman)	5459A
BMS-214702-01	HPLC (Assay/Impurity)	248972

BMS-214702-01	HPLC (Enantiomer check)	248965
BMS-214702-01	GC (residual solvent)	5316A
Cleaning Method	HPLC (cleaning after 632)	QC-CM-ATA-001
Cleaning Method	HPLC(cleaning after 101, 947 and 110)	QC-CM-ATA-002
Cleaning Method	HPLC (cleaning after 702)	QC-CM-ATA-003

IPC Methods

Product	Method	Method Number
BMS-232632-05	HPLC	ATA01001
BMS-232632-05	GC (DCM check)	ATA01002
BMS-232632-05	General method (pH,KF etc)	ATA01003
BMS-232632-05	HPLC (purity)	ATA01004
BMS-232632-05	GC (NMPO check)	ATA01005
BMS-232632-05	Raman (DCM check)	ATA01006
BMS-232632-05	IR-LOD	ATA01007
BMS-233101-01	HPLC	ATA02001
BMS-233101-01	LOD	ATA02002

Process Documents

Product	Document	Document Number
BMS-232632-05	Process Flow Diagram	MFG-PFD-P8-001
BMS-233101-01	Process Flow Diagram	MFG-PFD-P5-001

Regulatory Documents

Product	Document	Document Number
BMS-232632-05	Process description	QA-REG-ATA-002
BMS-233101-01	Process description	QA-REG-ATA-002

Safety Documents

Product	Document	Document Number
BMS-232632-05	MSDS	MSDS – BMS-214702-01
BMS-232632-05	MSDS	MSDS – BMS-233101-01
BMS-232632-05	MSDS	MSDS – BMS-232632-01
BMS-232632-05	MSDS	MSDS – BMS-232632-05
BMS-233101-01	MSDS	MSDS – BMS-217947-01
BMS-233101-01	MSDS	MSDS – BMS-233110-01
BMS-233101-01	MSDS	MSDS – BMS-233101-01

Reyataz Capsules Overview

QC Release Methods

Method	Method Number
Description	-
IR/ATR	248993(S)
HPLC ID	5307A(G)
Potency	5307A(G)
Imps/ Degs	5308A(G)
Uniformity of Dosage Units (Weight Variation)	249917(S) 356X(G)
Dissolution	248959(S) 311(G)
Microbial Limits Total Aerobic Microbial Count	248971(S)
Total Yeasts	248971(S)
E. Coli	248971(S)

Specifications

Document	Document Number
Reytaz Finished Product	3.2.P.5.1
Excipient specifications	3.2.P.4.2
Capsule specification	3.2.P.4.1

Process Documents

Document	Document Number
Batch Formula	3.2.P.3.2.T01
Process Flow Diagram/Process Description	3.2.P.3.3