Exhibit 10.3

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

PUBLIC HEALTH SERVICE

PATENT LICENSE AGREEMENT – *EXCLUSIVE*

This **Agreement** is based on the model Patent License Exclusive Agreement adopted by the U.S. Public Health Service ("**PHS**") Technology Transfer Policy Board for use by components of the National Institutes of Health ("**NIH**"), the Centers for Disease Control and Prevention ("**CDC**"), and the Food and Drug Administration ("**FDA**"), which are agencies of the PHS within the Department of Health and Human Services ("**HHS**").

This Cover Page identifies the parties to this **Agreement**:

The U.S. Department of Health and Human Services, as represented by

National Institute of Allergy and Infectious Diseases (hereinafter referred to as the "**NIAID**")

an Institute of the

NIH

and

AbCellera Biologics Inc.,

hereinafter referred to as the "**Licensee**",

having offices at 2215 Yukon St., Vancounver, BC V5Y 0A1, Canada,

created and operating under the laws of British Columbia, Canada.

Tax ID No.: 98-1113162

For the **NIAID** internal use only:

License Number: L-158-2020-0

License Application Number: A-338-2020

Serial Number(s) of Licensed Patent(s) or Patent Application(s): See Appendix A

Cooperative Research and Development Agreement (CRADA) Number (if a subject invention): N/A

Additional Remarks: N/A

Public Benefit(s): Development of therapeutic or prophylactic antibodies for treatment or prevention of SARS-CoV-2 infection

This Patent License Agreement, hereinafter referred to as the "**Agreement**", consists of this Cover Page, an attached **Agreement**, a Signature Page, Appendix A (List of Patent(s) or Patent Application(s)), Appendix B (Fields of Use and Territory), Appendix C (Royalties), Appendix D (Benchmarks), Appendix E (Commercialization Plan). Appendix F (Example Royalty Report), and Appendix G (Royalty Payment Options).

The **NIAID** and the **Licensee** agree as follows:

1. BACKGROUND

1.1 **Licensee** entered into that certain Other Transaction for Prototype Agreement (No. D18AC00002) by with the U.S. Defense Advanced Research Projects Agency, effective February 12, 2018 (the "**DARPA Agreement**"),

1.2 **Licensee**, the University of Texas at Austin and the **NIAID** entered into that certain Research Collaboration Agreement (NIAID Ref. No. 2018-1524) dated March 12, 2019 (the "**RCA**").

1.3 **Licensee** and the **NIAID** entered into that certain Emergency Use Simple Letter Agreement for the Transfer of Materials Related to 2019-nCOV by and between the **NIAID** and **Licensee** (NIAID EUSLA Provider 2020-0151), dated February 10, 2020 (the "**EUSLA**").

1.4 **Licensee**, the **NIAID** and Eli Lilly and Company entered into that certain Mutual Confidentiality Agreement dated March 10, 2020 (the "**Lilly CDA**"),

1.5 **Licensee**, the **NIAID** and Eli Lilly and Company entered into that certain Material Transfer Agreement dated March 14, 2020 (the "**MTA**"),

1.6 Pursuant to the **DARPA Agreement,** the **RCA**, the **EUSLA**, the **Lilly CDA**, and the **MTA**, **Licensee** and the **NIAID** investigators have been engaged in research on novel compounds for the treatment, prevention and diagnosis of diseases caused by SARS-CoV-2 or immunity thereof using such compounds.

1.7 In the course of conducting biomedical research in connection with such efforts, the **NIAID** investigators have made inventions that may have commercial applicability.

1.8 By assignment of rights from the NIAID employees and other inventors, HHS, on behalf of the **Government**, owns [***] intellectual property rights claimed in any United States or foreign patent applications or patents corresponding to the assigned inventions. HHS also owns any tangible embodiments of these inventions actually reduced to practice by the **NIAID**.

1.9 The Secretary of **HHS** has delegated to the **NIAID** the authority to enter into this **Agreement** for the licensing of rights to these inventions.

1.10 The **NIAID** desires to transfer these inventions to the private sector through commercialization licenses to facilitate the commercial development of products and processes for public use and benefit.

1.11 The **Licensee** desires to acquire commercialization rights to certain of these inventions in order to develop processes, methods, or marketable products for public use and benefit.

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

2. DEFINITIONS

2.1 "**Affiliate(s)**" means a corporation or other business entity, which directly or indirectly is controlled by or controls, or is under common control with the **Licensee**. For this purpose, the term "control" shall mean ownership of more than fifty percent (50%) of the voting stock or other ownership interest of the corporation or other business entity, or the power to elect or appoint more than fifty percent (50%) of the members of the governing body of the corporation or other business entity.

2.2 "**Benchmarks**" means the performance milestones that are set forth in Appendix D.

2.3 "**Commercial Development Plan**" means the written commercialization plan attached as Appendix E.

2.4 [***]

2.5 "**CRADA**" means a Cooperative Research and Development Agreement.

2.6 "**FDA**" means the Food and Drug Administration.

2.7 "**First Commercial Sale**" means the initial transfer by or on behalf of the **Licensee** or its sublicensees of the **Licensed Products** or the initial practice of a **Licensed Process** by or on behalf of the **Licensee** or its sublicensees in exchange for cash or some equivalent to which value can be assigned for the purpose of determining **Net Sales**.

2.8 "**Government**" means the Government of the United States of America.

2.9 [***]

2.10 [***]

2.11 "**Licensed Fields of Use**" means the fields of use identified in Appendix B.

2.12 [***]

2.13 "**Licensed Patent Rights**" shall mean [***]:

(a) Patent applications (including provisional patent applications and PCT patent applications) or patents listed in Appendix A, all divisions and continuations of these applications, all patents issuing from these applications, divisions, and continuations, and any reissues, reexaminations, and extensions of these patents;

(b) to the extent that the following contain one or more claims directed to the invention or inventions disclosed in 2.13(a):

(i) continuations-in-part of 2.13(a);

(ii) all divisions and continuations of these continuations-in-part;

(iii) all patents issuing from these continuations-in-part, divisions, and continuations;

(iv) priority patent application(s) of 2.13(a); and

(v) any reissues, reexaminations, and extensions of these patents.

(c) to the extent that the following contain one or more claims directed to the invention or inventions disclosed in 2.13(a): all counterpart foreign and U.S. patent applications and patents to 2.13(a) and 2.13(b), including those listed in Appendix A; and

(d) **Licensed Patent Rights** shall *not* include 2.13(b) or 2.13(c) to the extent that they contain one or more claims directed to new matter which is not the subject matter disclosed in 2.13(a).

2.14 "**Licensed Processes**" means processes which, in the course of being practiced, would be within the scope of one or more claims of the **Licensed Patent Rights** that have not been held unpatentable, invalid or unenforceable by an unappealed or unappealable judgment of a court of competent jurisdiction.

2.15 "**Licensed Products**" means [***] tangible materials which, in the course of manufacture, use, sale, or importation, would be within the scope of one or more claims of the **Licensed Patent Rights** that have not been held unpatentable, invalid or unenforceable by an unappealed or unappealable judgment of a court of competent jurisdiction. [***]

2.16 "**Licensed Territory**" means the geographical area identified in Appendix B.

2.17 "**Net Sales**" means the total gross receipts for sales of **Licensed Products** or practice of **Licensed Processes** by or on behalf of the **Licensee**, [***].

2.18 "**Practical Application**" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and in each case, under these conditions as to establish that the invention is being utilized and that its benefits are to the extent permitted by law or **Government** regulations available to the public on reasonable terms.

2.19 [***]

2.20 "**Research License**" means a nontransferable, nonexclusive license to make and to use the **Licensed Products** or the **Licensed Processes** as defined by the **Licensed Patent Rights** for purposes of research and not for purposes of commercial manufacture or distribution or in lieu of purchase.

2.21 [***]

3. GRANT OF RIGHTS

3.1 The **NIAID** hereby grants and the **Licensee** accepts, subject to the terms and conditions of this **Agreement**, [***] license under the **Licensed Patent Rights** in the **Licensed Territory** to make and have made, to use and have used, to sell and have sold, to offer to sell, and to import any **Licensed Products** in the **Licensed Fields of Use** and to practice and have practiced any **Licensed Process(es)** in the **Licensed Fields of Use**.

3.2 [***], this Agreement confers no license or rights by implication, estoppel, or otherwise under any patent applications or patents of **NIAID** other than the **Licensed Patent Rights** regardless of whether these patents are dominant or subordinate or the **Licensed Patent Rights**.

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

3.3 [***]

3.4 [***]

4. SUBLICENSING

4.1 [***]

4.2 The **Licensee** agrees that any sublicenses granted by it shall provide that the obligations to the **NIAID** of Paragraphs 5.1-5.4, 10.1, 10.2, 12.6, and 13.8-13.10 of this **Agreement** [***] shall be binding upon the sublicensee as if it were a party to this **Agreement**.

4.3 Any sublicenses granted by the **Licensee** shall provide for the termination of the sublicense, or the conversion to a license directly between the sublicensees and the **NIAID**, at the option of the sublicensee, upon termination of this **Agreement** under Article 13. This conversion is subject to the NIAID approval and contingent upon acceptance by the sublicensee of the remaining provisions of this **Agreement**.

4.4 The **Licensee** agrees to forward to the NIAID a copy of each fully executed sublicense agreement [***] postmarked within thirty (30) days of the execution of the [***] agreement. To the extent permitted by law, the **NIAID** agrees to maintain [***] sublicense in confidence.

5. STATUTORY AND NIH REQUIREMENTS AND RESERVED GOVERNMENT RIGHTS

5.1 (a) The **NIAID** reserves on behalf of the **Government** an irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of all inventions licensed under the **Licensed Patent Rights** throughout the world by or on behalf of the **Government** and on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement to which the **Government** is a signatory. Prior to the **First Commercial Sale**, the **Licensee** may provide the **NIAID** with reasonable quantities of the **Licensed Products** or materials made through the **Licensed Processes** for the **NIAID's** research use; and

(b) in the event that the **Licensed Patent Rights** are Subject Inventions made under **CRADA,** the **Licensee** grants to the **Government**, pursuant to 15 U.S.C. §3710a(b)(1)(A), a nonexclusive, nontransferable, irrevocable, paid-up license to practice the **Licensed Patent Rights** or have the **Licensed Patent Rights** practiced throughout the world by or on behalf of the **Government**. In the exercise of this license, the **Government** shall not publicly disclose trade secrets or commercial or financial information that is privileged or confidential within the meaning of 5 U.S.C. §552(b)(4) or which would be considered as such if it had been obtained from a non-Federal party.

5.2 [***]

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

5.3 The **Licensee** acknowledges that the **NIAID** may enter into future **CRADAs** under the Federal Technology Transfer Act of 1986 that relate to the subject matter of this **Agreement**. The **Licensee** agrees not to unreasonably deny requests for a **Research License** from future collaborators with the **NIAID** when acquiring these rights is necessary in order to make a **CRADA** project feasible. The **Licensee** may request an opportunity to join as a party to the proposed **CRADA**.

5.4 (a) In addition to the reserved license of Paragraph 5.1, the **NIAID** reserves the right to grant **Research Licenses** directly or to require the **Licensee** to grant **Research Licenses** on reasonable terms. The purpose of these **Research Licenses** is to encourage basic research, whether conducted at an academic or corporate facility. In order to safeguard the **Licensed Patent Rights**, however, the **NIAID** shall consult with the **Licensee** before granting to any entity a **Research License** or providing to an entity any research samples of materials made through the **Licensed Processes**; and

(b) In exceptional circumstances, and in the event that the **Licensed Patent Rights** are Subject Inventions made under a **CRADA**, the **Government**, pursuant to 15 U.S.C. §3710a(b)(1)(B), retains the right to require the **Licensee** to grant to a responsible applicant a nonexclusive, partially exclusive, or exclusive sublicense to use the **Licensed Patent Rights** in the **Licensed Field of Use** on terms that are reasonable under the circumstances, or if the **Licensee** fails to grant this license, the **Government** retains the right to grant the license itself. The exercise of these rights by the **Government** shall only be in exceptional circumstances and only if the **Government** determines:

(i) the action is necessary to meet health or safety needs that are not reasonably satisfied by the **Licensee**;

(ii) the action is necessary to meet requirements for public use specified by Federal regulations, and these requirements are not reasonably satisfied by the **Licensee**; or

(iii) the **Licensee** has failed to comply with an agreement containing provisions described in 15 U.S.C. §3710a(c)(4)(B); and

(c) the determination made by the **Government** under this Paragraph 5.4 is subject to administrative appeal and judicial review under 35 U.S.C. §203(b).

6. ROYALTIES AND REIMBURSEMENT

6.1 The **Licensee** agrees to pay the **NIAID** a noncreditable, nonrefundable license issue royalty as set forth in Appendix C.

6.2 The **Licensee** agrees to pay the **NIAID** a nonrefundable minimum annual royalty as set forth in Appendix C.

6.3 The **Licensee** agrees to pay the **NIAID** earned royalties as set forth in Appendix C.

6.4 The **Licensee** agrees to pay the **NIAID** benchmark royalties as set forth in Appendix C.

6.5 The **Licensee** agrees to pay the **NIAID** sublicensing royalties as set forth in Appendix C

6.6 **A** patent or patent application licensed under this **Agreement** shall cease to fall within the **Licensed Patent Rights** for the purpose of computing earned royalty payments in any given country on the earliest of the dates that:

(a) the application has been abandoned and not continued;

(b) the patent expires or irrevocably lapses, or

(c) the patent has been held to be invalid or unenforceable by an unappealed or unappealable decision of a court of competent jurisdiction or administrative agency.

6.7 No multiple royalties shall be payable because any **Licensed Products** or **Licensed Processes** are covered by more than one of the **Licensed Patent Rights.**

6.8 [***]

7. PATENT FILING, PROSECUTION, AND MAINTENANCE

7.1 The Licensee, [***] the preparation, filing, prosecution, and maintenance of any and all patent applications or patents included in the **Licensed Patent Rights** and shall, [***] furnish copies of [***] patent-related documents to the **NIAID**. The **Licensee** shall [***] select [***] registered patent attorneys or patent agents to provide these services on behalf of the **Licensee** and the **NIAID**. The **NIAID** shall provide appropriate powers of attorney, [***] necessary to undertake such action to the patent attorneys or patent agents providing these services. [***]

7.2 The **Parties** shall promptly inform one another as to all [***] matters that come to its attention that may affect the preparation, filing, prosecution, or maintenance of the **Licensed Patent Rights**.

8. RECORD KEEPING

8.1 [***] These records shall be retained for at least five (5) years following [***]. The accountant shall only disclose to the **NIAID** information relating to the accuracy of royalty payments made under this **Agreement**. If an inspection shows an underreporting or underpayment in excess [***] five percent (5%) for any twelve (12) month period [***], then the **Licensee** shall reimburse the **NIAID** for the cost of the inspection at the time the **Licensee** pays the unreported royalties, including any additional royalties as required by Paragraph 9.8. All royalty payments required under this Paragraph shall be due within sixty (60) days of the date the **NIAID** provides to the **Licensee** notice of the payment due.

9. REPORTS ON PROGRESS, BENCHMARKS, SALES, AND PAYMENTS

9.1 Prior to signing this **Agreement**, the **Licensee** has provided the **NIAID** with the **Commercial Development Plan** in Appendix E, under which the **Licensee** intends to bring the subject matter of the **Licensed Patent Rights** to the point of **Practical Application**. This **Commercial Development Plan** is hereby incorporated by reference into this **Agreement**. Based on this plan, performance **Benchmarks** are determined as specified in Appendix D. [***]

9.2 The Licensee shall provide written annual reports on its product development progress or efforts to commercialize under the **Commercial Development Plan** for each of the **Licensed Fields of Use** within sixty (60) days after December 31 of each calendar year. These progress reports shall include, but not be limited to: progress on research and development, status of applications for regulatory approvals, manufacture and status of sublicensing, marketing, importing, and [***] during the preceding calendar year, as well as, plans for the present calendar year. The **NIAID** also encourages these reports to include information on any of the **Licensee's** public service activities that relate to the **Licensed Patent Rights**. If reported progress differs from that projected in the **Commercial Development Plan** and **Benchmarks**, the **Licensee** shall explain the reasons for these differences. In the annual report, [***] the **Licensee** may propose [***] amendments to the **Commercial Development Plan**, acceptance of which by the **NIAID** may not be denied unreasonably. The **Licensee** agrees to provide any additional information reasonably required by the **NIAID** to evaluate the **Licensee's** performance under this **Agreement**. The **Licensee** may amend the **Benchmarks** at any time upon written approval by the **NIAID**. The **NIAID** shall not unreasonably withhold approval of any request of the **Licensee** to extend the time periods of this schedule if the request is supported by a reasonable showing by the **Licensee** of diligence in its performance under the **Commercial Development Plan** and toward bringing the **Licensed Products** to the point of **Practical Application** as defined in 37 C.F.R. §404.3(d). The **Licensee** shall amend the **Commercial Development Plan** and **Benchmarks** at the request of the **NIAID** to address any **Licensed Fields of Use** not specifically addressed in the plan originally submitted.

9.3 [***]

9.4 The **Licensee** shall report to the **NIAID** the dates for achieving the **First Commercial Sale** in each country in the **Licensed Territory** within [***] days of such occurrences.

9.5 [***], the **Licensee** shall submit to the **NIAID**, within [***] days after each calendar half-year ending June 30 and December 31, a royalty report, as described in the example in Appendix F, setting forth for the preceding half-year period [***] the amount of the **Licensed Products** sold or **Licensed Processes** practiced by or on behalf of the **Licensee** in each country within the **Licensed Territory** [***], the **Net Sales** and the amount of royalty accordingly due. With each royalty report, the **Licensee** shall submit payment of royalties due. The royalty report shall also identify the site of manufacture for the **Licensed Products** sold in the United States.

9.6 Royalties due under Article 6 shall be paid in U.S. dollars and payment options are listed in Appendix G. For conversion of foreign currency to U.S. dollars, the conversion rate shall be [***]. Any loss of exchange, value, taxes, or other expenses incurred in the transfer or conversion to U.S. dollars shall be paid entirely by the **Licensee**. The royalty report required by Paragraph 9.5 shall be mailed to the **NIAID** at its address for **Agreement** Notices indicated on the Signature Page.

9.7 The **Licensee** shall be solely responsible for determining if any tax on royalty income is owed outside the United States and shall pay the tax and be responsible for all filings with appropriate agencies of foreign governments.

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

9.8 Additional royalties may be assessed by the **NIAID** on any payment that is more than ninety (90) days overdue at the rate of one percent (1%) per month. This one percent (1%) per month rate may be applied retroactively from the original due date until the date of receipt by the **NIAID** of the overdue payment and additional royalties. The payment of any additional royalties shall not prevent the **NIAID** from exercising any other rights it may have as a consequence of the lateness of any payment.

9.9 All plans and reports required by this Article 9 and marked "confidential" by the **Licensee** shall, to the extent permitted by law, be treated by the **NIAID** as commercial and financial information obtained from a person and as privileged and confidential, and any proposed disclosure of these records by the **NIAID** under the Freedom of Information Act (FOIA), 5 U.S.C. §552 shall be subject to the predisclosure notification requirements of 45 C.F.R. §5.65(d).

10. PERFORMANCE

10.1 The **Licensee** shall use its reasonable commercial efforts to bring the **Licensed Products** and the **Licensed Processes** to **Practical Application**. "Reasonable commercial efforts" for this purposes of the provisions shall include adherence to the Commercial Development Plan [***] in Appendix E and performance of the Benchmarks [***] in Appenidix D. The efforts of a sublicensee shall be considered the efforts of the **Licensee.**

10.2 Upon the **First Commercial Sale**, until the expiration or termination of this **Agreement,** the **Licensee** shall use its reasonable commercial efforts to make the **Licensed Products** and the **Licensed Processes** reasonably accessible to the United States public. [***]

10.3 The **Licensee** agrees, after its **First Commercial Sale**, to make reasonable quantities of the **Licensed Products** or materials produced through the use of the **Licensed Processes** available to patient assistance programs.

10.4 The **Licensee** agrees, after its **First Commercial Sale** and as part of its marketing and product promotion, to develop, [***] educational materials (e.g., brochures, website, etc.) directed to patients and physicians detailing the **Licensed Products** or medical aspects of the prophylactic and therapeutic uses of the **Licensed Products**.

10.5 The **Licensee** agrees to supply, to the Mailing Address for **Agreement** Notices indicated on the Signature Page, the Office of Technology Transfer, **NIH** with inert samples of the **Licensed Products** or the **Licensed Processes** or their packaging for educational and display purposes only.

11. INFRINGEMENT AND PATENT ENFORCEMENT

11.1 The **NIAID** and the **Licensee** agree to notify each other promptly of each infringement or possible infringement of the **Licensed Patent Rights**, as well as, any facts which may affect the validity, scope, or enforceability of the **Licensed Patent Rights** of which either party becomes aware.

11.2 Pursuant to this **Agreement** and the provisions of 35 U.S.C. Chapter 29, the **Licensee** may:

(a) bring suit in its own name, at its own expense, and on its own behalf for infringement of presumably valid claims in the **Licensed Patent Rights**;

(b) in any suit, enjoin infringement and collect for its use, damages, profits, and awards of whatever nature recoverable for the infringement; or

(c) settle any claim or suit for infringement of the **Licensed Patent Rights** provided, however, that the **NIAID** and appropriate **Government** authorities shall [***] such actions; and

(d) if the **Licensee** desires to initiate a suit for patent infringement, the **Licensee** shall notify the NIAID in writing [***]. The NIAID shall have a continuing right to intervene in the suit. The **Licensee** may request the **Government** to initiate or join in any suit if necessary to avoid dismissal of the suit. Should the **Government** be made a party to any suit, the **Licensee** shall reimburse the **Government** for any costs, expenses, or fees which the **Government** incurs as a result of the motion or other action, including all costs incurred by the **Government** in opposing the motion or other action. In all cases, the Licensee agrees to keep the NIAID reasonably apprised of the status and progress of any litigation. Before the **Licensee** commences an infringement action, the **Licensee** shall notify the **NIAID** and give careful consideration to the views of the NIAID and to any potential effects of the litigation on the public health in deciding whether to bring suit.

11.3 In the event that a declaratory judgment action alleging invalidity or non-infringement of any of the **Licensed Patent Rights** shall be brought against the **Licensee** or raised by way of counterclaim or affirmative defense in an infringement suit brought by the Licensee under Paragraph 11.2, pursuant to this **Agreement** and the provisions of 35 U.S.C. Chapter 29 or other statutes, the Licensee may:

(a) defend the suit in its own name, at its own expense, and on its own behalf for presumably valid claims in the **Licensed Patent Rights**;

(b) in any suit, ultimately to enjoin infringement and to collect for its use, damages, profits, and awards of whatever nature recoverable for the infringement;

(c) settle any claim or suit for declaratory judgment involving the **Licensed Patent** Rights-provided, however, that the **NIAID** and appropriate **Government** authorities shall be consulted prior to any such actions and shall have a continuing right to intervene in the suit; and if NIAID does not notify the Licensee of its intent to respond to the legal action within a reasonable time, the **Licensee** shall be free to do so.

11.4 The **Licensee** shall take no action to compel the **Government** either to initiate or to join in any declaratory judgment action. The **Licensee** may request the **Government** to initiate or to join any suit if necessary to avoid dismissal of the suit. Should the **Government** be made a party to any suit by motion or any other action of the **Licensee**, the **Licensee** shall reimburse the **Government** for any costs, expenses, or fees, which the **Government** incurs as a result of the motion or other action. If the **Licensee** elects not to defend against the declaratory judgment action, the **NIAID**, at its option, may do so at its own expense. In all cases, the **Licensee** agrees to keep the **NIAID** reasonably apprised of the status and progress of any litigation. Before the **Licensee** commences an infringement action, the **Licensee** shall notify the **NIAID** and [***] the views of the **NIAID** and to any potential effects of the litigation on the public health in deciding whether to bring suit.

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

11.5 In any action under Paragraphs 11.2, 11.3 or 11.4 the expenses including costs, fees, attorney fees, and disbursements, shall be paid by the **Licensee**. The value of any recovery made by the **Licensee** through court judgment or settlement shall be treated as **Net Sales** and subject to royalties as specified in Appendix C.

11.6 The **NIAID** shall cooperate fully with the **Licensee** in connection with any action under Paragraphs 11.2, 11.3 or 11.4. The **NIAID** agrees promptly to provide access to all necessary documents and to render reasonable assistance in response to a request by the **Licensee**.

11.7 [***]

12. REPRESENTATIONS; NEGATION OF WARRANTIES AND INDEMNIFICATION

12.1 [***]

12.2 The **NIAID** offers no warranties other than those specified in Article 1 [***].

12.3 The **NIAID** does not warrant the validity of the **Licensed Patent Rights** and makes no representations whatsoever with regard to the scope of the **Licensed Patent Rights**, or that the **Licensed Patent Rights** may be exploited without infringing other patents or other intellectual property rights of third parties.

12.4 THE **NIAID** MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SUBJECT MATTER DEFINED BY THE CLAIMS OF THE **LICENSED PATENT RIGHTS** OR TANGIBLE MATERIALS RELATED THERETO.

12.5 The **NIAID** does not represent that it shall commence legal actions against third parties infringing the **Licensed Patent Rights**.

12.6 The **Licensee** shall indemnify and hold the **NIAID**, its employees, students, fellows, agents, and consultants harmless from and against all liability, demands, damages, expenses, and losses, including but not limited to death, personal injury, illness, or property damage in connection with or arising out of:

(a) the use by or on behalf of the **Licensee**, its sublicensees, directors, employees, or third parties of any **Licensed Patent Rights**; or

(b) the design, manufacture, distribution, or use of any **Licensed Products**, **Licensed Processes** or materials by the **Licensee,** or other products or processes developed in connection with or arising out of the **Licensed Patent Rights**.

12.7 The **Licensee** agrees to maintain a liability insurance [***] program consistent with sound business practice.

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

13. TERM, TERMINATION, AND MODIFICATION OF RIGHTS

13.1 This **Agreement** is effective when signed by all parties, unless the provisions of Paragraph 14.16 are not fulfilled, and shall extend to the expiration of the last to expire of the **Licensed Patent Rights** unless sooner terminated as provided in this Article 13 [***].

13.2 In the event that the **Licensee** is in default in the performance of any material obligations under this **Agreement**, including but not limited to the obligations listed in Paragraph 13.5, and if the default has not been remedied within ninety (90) days after the date of notice in writing of the default, the **NIAID** may terminate this **Agreement** by written notice and pursue outstanding royalties owed through procedures provided by the Federal Debt Collection Act.

13.3 In the event that the **Licensee** becomes insolvent, files a petition in bankruptcy, has such a petition filed against it, determines to file a petition in bankruptcy, or receives notice of a third party's intention to file an involuntary petition in bankruptcy, the **Licensee** shall immediately notify the **NIAID** in writing.

13.4 The **Licensee** shall have a unilateral right to terminate this **Agreement** or any licenses in any country or territory [***] by giving the NIAID sixty (60) days written notice to that effect.

13.5 [***] the **NIAID** shall specifically have the right to terminate or modify, at its option, this **Agreement**, if the **Licensee**:

(a) is not [***] the Commercial Development Plan [***] and the Licensee cannot otherwise demonstrate to NIAID's [***] satisfaction that the Licensee has [***], or can be expected to [***] within a reasonable time, [***] to achieve the Practical Application of the Licensed Products or the Licensed Process;

(b) has not achieved the Benchmarks as may be modified under Paragraph 9.2;

(c) has willfully made a false statement of, or willfully omitted a material fact in the license application or in any report required by this **Agreement**;

(d) has committed an [***] material breach of a covenant or agreement contained in this **Agreement**;

(e) is not keeping the **Licensed Products** or the **Licensed Processes** reasonably available to the public after commercial use commences; or

(f) cannot reasonably satisfy unmet health and safety needs; or

(g) cannot reasonably justify a failure to comply with the domestic production requirement of Paragraph 5.2 unless waived [***].

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

13.6 In making any determinations referenced in Paragraph 13.5, the **NIAID** shall take into account the normal course of such commercial development programs conducted with sound and reasonable business practices and judgment and the annual reports submitted by the **Licensee** under Paragraph 9.2. Prior to invoking termination or modification of this **Agreement** under Paragraph 13.5, the **NIAID** shall give written notice to the **Licensee** providing the **Licensee** specific notice of, and a ninety (90) day opportunity to respond to, the **NIAID's** concerns as to the items referenced in 13.5(a)—13.5(g). If the **Licensee** fails to [***] referenced in 13.5(a)—13.5(g) [***], fails to initiate corrective action to the NIAID's [***] satisfaction, the NIAID may terminate this **Agreement**.

13.7 When the public health and safety so require, and after written notice to the **Licensee** providing the **Licensee** a sixty (60) day opportunity to respond, the **NIAID** shall have the right to require the **Licensee** [***] to grant sublicenses to responsible applicants, on reasonable terms, in any **Licensed Fields of Use** under the **Licensed Patent Rights**, unless the **Licensee** [***] can reasonably demonstrate that the granting of the sublicense would not materially increase the availability to the public of the subject matter of the **Licensed Patent Rights**. The **NIAID** shall not require the granting of a sublicense unless the responsible applicant has first negotiated in good faith with the **Licensee** [***].

13.8 The **NIAID** reserves the right according to 35 U.S.C.§209(d)(3) to terminate or modify this **Agreement** if it is determined that this action is necessary to meet the requirements for public use specified by federal regulations issued after the date of the license and these requirements are not reasonably satisfied by the **Licensee** [***].

13.9 Within thirty (30) days of receipt of written notice of the **NIAID's** unilateral decision to modify or terminate this **Agreement**, the **Licensee** may, consistent with the provisions of 37 C.F.R. §404.11, appeal the decision by written submission to the designated **NIAID** official or designee. The decision of the designated **NIAID** official or designee shall be the final agency decision. The **Licensee** may thereafter exercise any and all administrative or judicial remedies that may be accessible.

13.10 Within [***] days of expiration or termination of this **Agreement** under this Article 13, a final report shall be submitted by the **Licensee**. Any royalty payments, including those incurred but not yet paid [***], due to the **NIAID** shall become immediately due and payable upon termination or expiration. [***] If terminated under this Article 13, sublicensees may elect to convert their sublicenses to direct licenses with the **NIAID** pursuant to Paragraph 4.3. Unless otherwise specifically provided for under this **Agreement,** upon termination or expiration of this **Agreement**, the **Licensee** shall return all **Licensed Products** or other materials included within the **Licensed Patent Rights** to the **NIAID** or provide the **NIAID** with certification of the destruction thereof. The **Licensee** may not be granted additional **NIAID** licenses if the final reporting requirement is not fulfilled.

14. GENERAL PROVISIONS

14.1 Neither party may waive or release any of its rights or interests in this **Agreement** except in writing. The failure of the **Government** to assert a right hereunder or to insist upon compliance with any term or condition of this **Agreement** shall not constitute a waiver of that right by the **Government** or excuse a similar subsequent failure to perform any of these terms or conditions by the **Licensee**.

14.2 This **Agreement** [***], constitutes the entire agreement between the parties relating to the subject matter of the **Licensed Patent Rights**, the **Licensed Products** and the **Licensed Processes**, and all prior negotiations, representations, agreements, and understandings are merged into, extinguished by, and completely expressed by this **Agreement**.

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

14.3 The provisions of this **Agreement** are severable, and in the event that any provision of this **Agreement** shall be determined to be invalid or unenforceable under any controlling body of law, this determination shall not in any way affect the validity or enforceability of the remaining provisions of this **Agreement**.

14.4 If either party desires a modification to this **Agreement**, the parties shall, upon reasonable notice of the proposed modification by the party desiring the change, confer in good faith to determine the desirability of the modification. No modification shall be effective until a written amendment is signed by the signatories to this **Agreement** or their designees.

14.5 The construction, validity, performance, and effect of this **Agreement** shall be governed by Federal law as applied by the Federal courts in the District of Columbia.

14.6 All **Agreement** notices required or permitted by this **Agreement** shall be given by prepaid, first class, registered or certified mail or by an express/overnight delivery service provided by a commercial carrier, properly addressed to the other party at the address designated on the following Signature Page, or to another address as may be designated in writing by the other party. **Agreement** notices shall be considered timely if the notices are received on or before the established deadline date or sent on or before the deadline date as verifiable by U.S. Postal Service postmark or dated receipt from a commercial carrier. Parties should request a legibly dated U.S. Postal Service postmark or obtain a dated receipt from a commercial carrier or the U.S. Postal Service. Private metered postmarks shall not be acceptable as proof of timely mailing.

14.7 This **Agreement** shall not be assigned or otherwise transferred (including any transfer by legal process or by operation of law, and any transfer in bankruptcy or insolvency, or in any other compulsory procedure or order of court) [***]. The parties agree that the identity of the parties is material to the formation of this **Agreement** and that the obligations under this **Agreement** are nondelegable. In the event that the **NIAID** approves a proposed assignment, the **Licensee** shall pay the **NIAID**, as an additional royalty, one percent (1%) of the fair market value of any consideration received for any assignment of this Agreement within sixty (60) days of the assignment.

14.8 The **Licensee** agrees in its use of any of the NIAID-supplied materials it shall comply with all applicable statutes, regulations, and guidelines, including **NIH** and **HHS** regulations and guidelines. The **Licensee** agrees not to use the materials for research involving human subjects or clinical trials in the United States without complying with 21 C.F.R. Part 50 and 45 C.F.R.Part 46. The **Licensee** agrees not to use the materials for research involving human subjects or clinical trials outside of the United States without notifying the **NIAID**, in writing, of the research or trials and complying with the applicable regulations of the appropriate national control authorities. Written notification to the **NIAID** of research involving human subjects or clinical trials outside of the United States shall be given no later than sixty (60) days prior to commencement of the research or trials.

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

14.9 The **Licensee** acknowledges that it is subject to and agrees to abide by the United States laws and regulations (including the Export Administration Act of 1979 and Arms Export Control Act) controlling the export of technical data, computer software, laboratory prototypes, biological material, and other commodities. The transfer of these items may require a license from the appropriate agency of the U.S. **Government** or written assurances by the **Licensee** that it shall not export these items to certain foreign countries without prior approval of this agency. The **NIAID** neither represents that a license is or is not required or that, if required, it shall be issued.

14.10 The **Licensee** agrees to mark the **Licensed Products** or their packaging sold in the United States with all applicable U.S. patent numbers and similarly to indicate "Patent Pending" status. All the **Licensed Products** manufactured in, shipped to, or sold in other countries shall be marked in a manner to preserve the **NIAID's** patent rights in those countries.

14.11 By entering into this **Agreement,** the **NIAID** does not directly or indirectly endorse any product or service provided, or to be provided, by the Licensee whether directly or indirectly related to this **Agreement**. The **Licensee** shall not state or imply that this **Agreement** is an endorsement by the **Government**, the **NIAID**, any other **Government** organizational unit, or any **Government** employee. Additionally, the **Licensee** shall not use the names of the **NIAID**, the **FDA** or the **HHS** or the **Government** or their employees in any advertising, promotional, or sales literature without the prior written approval of the **NIAID.**

14.12 The parties agree to attempt to settle amicably any controversy or claim arising under this **Agreement** or a breach of this **Agreement**, except for appeals of modifications or termination decisions provided for in Article 13. The **Licensee** agrees first to appeal any unsettled claims or controversies to the designated **NIAID** official, or designee, whose decision shall be considered the final agency decision. Thereafter, the **Licensee** may exercise any administrative or judicial remedies that may be available.

14.13 Nothing relating to the grant of a license under this **Agreement**, nor the grant itself, shall be construed to confer upon any person any immunity from or defenses under the antitrust laws or from a charge of patent misuse, and the acquisition and use of rights pursuant to 37 C.F.R. Part 404 shall not be immunized from the operation of state or Federal law by reason of the source of the grant.

14.14 Any formal recordation of this **Agreement** required by the laws of any **Licensed Territory** as a prerequisite to enforceability of the **Agreement** in the courts of any foreign jurisdiction or for other reasons shall be carried out by the Licensee at its expense, and appropriately verified proof of recordation shall be promptly furnished to the **NIAID**.

14.15 Paragraphs 4.3, 8.1, 9.6-9.8, 12.1-12.6, 13.9, 13.10, 14.12 and 14.15 of this **Agreement** shall survive termination of this **Agreement**.

14.16 The terms and conditions of this **Agreement** shall, at the **NIAID's** sole option, be considered by the **NIAID** to be withdrawn from the **Licensee's** consideration and the terms and conditions of this **Agreement**, and the **Agreement** itself to be null and void, unless this **Agreement** is executed by the **Licensee** and a fully executed original is received by the **NIAID** within sixty (60) days from the date of the **NIAID's** signature found at the Signature Page.

SIGNATURES BEGIN ON NEXT PAGE

NIH PATENT LICENSE AGREEMENT - *EXCLUSIVE*

SIGNATURE PAGE

For the **NIAID:**

/s/ Michael R. Mowatt — 5/4/2020

Michael R. Mowatt, PhD — Date
Director
Technology Transfer and Intellectual Property Office
NIAID, National Institutes of Health

Mailing Address or E-mail Address for **Agreement** notices and reports:

License Compliance and Administration
Monitoring & Enforcement
Office of Technology Transfer
National Institutes of Health
6011 Executive Boulevard, Suite 325
Rockville, Maryland 20852-3804 U.S.A.

E-mail:

For the **Licensee** (Upon, information and belief, the undersigned expressly certifies or affirms that the contents of any statements of the **Licensee** made or referred to in this document are truthful and accurate.):

/s/ Carl Hansen — 5/4/2020

Signature of Authorized Official — Date

Carl Hansen, PhD
Printed Name

President & CEO
Title Date

I. Official and Mailing Address for **Agreement** notices:

Tryn Stimart

General Counsel

AbCellera Biologics Inc.

2215 Yukon Street

Vancouver, B.C. V5Y 0A1

II. Official and Mailing Address for Financial notices (the **Licensee's** contact person for royalty payments)

Tryn Stimart

General Counsel

AbCellera Biologics Inc.

2215 Yukon Street

Vancouver, B.C. V5Y 0A1

Phone: 604-559-9005

Any false or misleading statements made, presented, or submitted to the **Government**, including any relevant omissions, under this **Agreement** and during the course of negotiation of this **Agreement** are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. §§3801-3812 (civil liability) and 18 U.S.C. §1001 (criminal liability including fine(s) or imprisonment).

APPENDIX A—PATENT(S) OR PATENT APPLICATION(S)

[***]

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

APPENDIX B—LICENSED FIELDS OF USE AND TERRITORY

[***]

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

APPENDIX C—ROYALTIES

[***]

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

APPENDIX D—BENCHMARKS AND PERFORMANCE

[***]

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

APPENDIX E—COMMERCIAL DEVELOPMENT PLAN

[***]

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

APPENDIX F—EXAMPLE ROYALTY REPORT

[***]

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

APPENDIX G—ROYALTY PAYMENT OPTIONS

[***]

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.