As filed with the Securities and Exchange Commission on October 2, 2015

Registration Number 333-206658

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

Amendment No. 4
to
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

CYTOMX THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**2834**	**27-3521219**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

343 Oyster Point Blvd.
Suite 100
South San Francisco, CA 94080
(650) 515-3185

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Sean A. McCarthy, D.Phil.
President and Chief Executive Officer
CytomX Therapeutics, Inc.
343 Oyster Point Blvd.
Suite 100
South San Francisco, CA 94080
(650) 515-3185

(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:

Sam Zucker, Esq.
Robert A. Ryan, Esq.
Sidley Austin LLP
1001 Page Mill Road, Building 1
Palo Alto, CA 94304
Telephone: (650) 565-7000
Fax: (650) 565-7100

Mark V. Roeder, Esq.
Brian J. Cuneo, Esq.
Latham & Watkins LLP
140 Scott Drive
Menlo Park, CA 94025
Telephone: (650) 328-4600
Fax: (650) 463-2600

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

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

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

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

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

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

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer (Do not check if a smaller reporting company) ☒ Smaller reporting company ☐

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

EXPLANATORY NOTE

The sole purpose of this amendment is to provide certain exhibits to the Registration Statement, as indicated in Item 16 of Part II of this amendment. No change is made to the preliminary prospectus constituting Part I of the Registration Statement or Items 13, 14, 15 or 17 of Part II of the Registration Statement. Accordingly, this amendment consists only of the facing page, this explanatory note, Item 16 of Part II and the signature page to the Registration Statement.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 16. Exhibits.

(a) See the Exhibit Index on the page immediately preceding the exhibits for a list of exhibits filed as part of this registration statement on Form S-1, which Exhibit Index is incorporated herein by reference.

(b) No financial statement schedules are provided because the information called for is not required or is shown either in the financial statements or the notes thereto.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Amendment No. 4 to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in South San Francisco, State of California on October 2, 2015.

CYTOMX THERAPEUTICS, INC.

By: /s/ Sean A. McCarthy
Name: Sean A. McCarthy
Title: President and Chief Executive Officer

SIGNATURES AND POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 4 to the registration statement has been signed by the following persons in the capacities indicated on the date indicated:

SIGNATURE		DATE
/s/ Sean A. McCarthy Sean A. McCarthy, D. Phil.	President, Chief Executive Officer and Director *(principal executive officer)*	October 2, 2015
/s/ Robert C. Goeltz Robert C. Goeltz II	Chief Financial Officer *(principal financial officer and principal accounting officer)*	October 2, 2015
* Hoyoung Huh, M.D., Ph.D.	Chairman of the Board	October 2, 2015
* Neil Exter	Director	October 2, 2015
* Frederick W. Gluck	Director	October 2, 2015
* Elaine V. Jones, Ph.D.	Director	October 2, 2015
* Timothy M. Shannon, M.D.	Director	October 2, 2015

* By: /s/ Sean A. McCarthy
Attorney-in-Fact

EXHIBIT INDEX

EXHIBIT NUMBER	EXHIBIT DESCRIPTION
1.1**	Form of Underwriting Agreement.
3.1**	Amended and Restated Certificate of Incorporation, as currently in effect.
3.2**	Amended and Restated Bylaws, as currently in effect.
3.3**	Form of Amended and Restated Certificate of Incorporation, effecting a stock split, to be in effect prior to the effectiveness of this registration statement.
3.4**	Amended and Restated Certificate of Incorporation, to be in effect immediately prior to the completion of this offering.
3.5**	Form of Amended and Restated Bylaws, to be in effect immediately prior to the completion of this offering.
4.1**	Specimen Common Stock Certificate.
4.2**	Amended and Restated Investors' Rights Agreement dated as of June 12, 2015, by and among CytomX Therapeutics, Inc. and the investors named therein.
4.3**	Warrant to Purchase Preferred Stock dated as of May 31, 2012, by and between ATEL Ventures, Inc., as Trustee, and CytomX Therapeutics, Inc.
4.4**	Warrant to Purchase Preferred Stock dated as of January 31, 2013, by and between ATEL Ventures, Inc., as Trustee, and CytomX Therapeutics, Inc.
4.5**	Warrant to Purchase Preferred Stock dated as of December 20, 2013, by and between ATEL Ventures, Inc., as Trustee, and CytomX Therapeutics, Inc.
5.1**	Opinion of Sidley Austin LLP.
10.1**+	2011 Stock Incentive Plan, adopted on February 7, 2012, as amended the ("2011 Plan").
10.2**+	Form of Restricted Stock Award Agreement and Option Exercise Agreement under the 2011 Plan.
10.3**+	2010 Stock Incentive Plan adopted on September 21, 2010 the ("2010 Plan").
10.4**+	Form of Stock Option Agreement under the 2010 Plan.
10.5**+	Form of 2015 Equity Incentive Plan, to be in effect immediately prior to the effectiveness of this registration statement.
10.6**+	2015 CytomX Therapeutics, Inc. Employee Stock Purchase Plan, to be in effect upon the completion of this offering.
10.7**+	Employment Offer Letter Agreement between CytomX Therapeutics, Inc. and Sean A. McCarthy, D. Phil, dated as of December 15, 2010.
10.8**+	Severance and Change of Control Agreement, by and between CytomX Therapeutics, Inc. and Sean A. McCarthy, D. Phil, dated as of April 1, 2015.
10.9**+	Employment Offer Letter Agreement between CytomX Therapeutics, Inc. and Bob Goeltz, dated as of March 19, 2015.
10.10**+	Severance and Change of Control Agreement, by and between CytomX Therapeutics, Inc. and Bob Goeltz, dated as of May 11, 2015.
10.11**+	Employment Offer Letter Agreement between CytomX Therapeutics, Inc. and W. Michael Kavanaugh, M.D., dated as of December 13, 2014.
10.12**+	Severance and Change of Control Agreement, by and between CytomX Therapeutics, Inc. and Michael Kavanaugh, dated as of April 1, 2015.
10.13**+	Employment Offer Letter Agreement between CytomX Therapeutics, Inc. and Cynthia J. Ladd, dated as of May 1, 2015.

EXHIBIT NUMBER	EXHIBIT DESCRIPTION
10.14**+	Severance and Change of Control Agreement, by and between CytomX Therapeutics, Inc. and Cynthia Ladd, dated as of June 15, 2015.
10.15**+	Separation Agreement and General Release of Terms, by and between Henry B. Lowman, Ph.D. and CytomX Therapeutics, Inc., dated as of September 30, 2014.
10.16**+	Form of Indemnification Agreement by and between CytomX Therapeutics, Inc. and each of its directors.
10.17†	Research Collaboration Agreement dated as of January 8, 2014, by and between ImmunoGen, Inc. and CytomX Therapeutics, Inc., as amended by the First Amendment to Research Collaboration Agreement effective as of April 3, 2015.
10.18†	Collaboration and License Agreement dated as of May 23, 2014, by and between CytomX Therapeutics, Inc. and Bristol-Myers Squibb Company.
10.19†	Research Collaboration, Option and License Agreement dated as of May 30, 2013, by and between Pfizer, Inc. and CytomX Therapeutics, Inc.
10.20**	Lease Agreement dated as of March 29, 2013, by and between ARE-Technology Center SSF, LLC and CytomX Therapeutics, Inc.
10.21**	Exclusive Licence Agreement dated as of August 19, 2010, by and between The Regents of the University of California and CytomX Therapeutics, Inc., as amended by Amendment No. 1 to Exclusive Agreement effective as of May 30, 2013 and Amendment No. 2 to Exclusive Agreement effective as of November 8, 2013.
23.1**	Consent of Independent Registered Public Accounting Firm.
23.2**	Consent of Sidley Austin LLP (included in Exhibit 5.1).
24.1**	Power of Attorney.
24.2**	Power of Attorney.

** Previously filed.
+ Indicates a management contract or compensatory plan.
† Portions of this exhibit have been omitted pursuant to a request for confidential treatment, and omitted portions have been filed separately with the Securities and Exchange Commission.

Exhibit 10.17

FOIA CONFIDENTIAL TREATMENT REQUESTED

RESEARCH COLLABORATION AGREEMENT

BETWEEN

CYTOMX THERAPEUTICS, INC.

AND

IMMUNOGEN, INC.

JANUARY 8, 2014

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

TABLE OF CONTENTS

			Page
1.	DEFINITIONS		1
2.	RESEARCH PROGRAM		15
	2.1.	**Selection of Research Program Targets**	15
	2.2.	**Scope and Conduct of the Research Program**	18
	2.3.	**Work Plans**	18
	2.4.	**Governance of the Research Program**	20
	2.5.	**Alliance Managers**	21
	2.6.	**Conformance with Law**	21
	2.7.	**Personnel Matters**	22
	2.8.	**Debarment Certification**	22
	2.9.	**Records**	22
	2.10.	**Transfer and Use of Proprietary Materials**	22
3.	OPTION FOR LICENSE AND COMMERCIAL LICENSE GRANTS		23
	3.1.	**Grants to ImmunoGen**	23
	3.2.	**Grants to CytomX**	26
	3.3.	**Section 365(n) of Bankruptcy Code**	29
	3.4.	**No Implied Rights**	29
4.	EXPENSES		29
	4.1.	**Expenses**	29
5.	INTELLECTUAL PROPERTY		29
	5.1.	**Inventions**	29

5.2. **Filing, Prosecution and Maintenance of Patent Rights** 31

5.3. **Joint Research Agreement** 35

6. CONFIDENTIALITY 35

6.1. **Confidentiality** 35

6.2. **Authorized Disclosure** 36

6.3. **Public Announcements; Publications** 37

7. REPRESENTATIONS AND WARRANTIES 39

7.1. **Mutual Representations and Warranties** 39

7.2. **Representations and Warranties of CytomX** 39

7.3. **Representations and Warranties of ImmunoGen** 40

7.4. **Government Approvals** 40

7.5. **Further Covenants** 41

7.6. **Representation by Legal Counsel** 41

7.7. **Warranty Disclaimers** 41

8. TERM AND TERMINATION 41

8.1. **Term** 41

8.2. **Termination by Either Party for Cause** 42

8.3. **Termination on Insolvency** 42

8.4. **Effects of Expiration or Termination** 42

8.5. **Effect of Expiration of this Agreement** 44

8.6. **Remedies** 45

8.7. **Survival of Certain Obligations** 45

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

9. LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE 45
9.1. **No Consequential Damages** 45
9.2. **Indemnification by ImmunoGen** 45
9.3. **Indemnification by CytomX** 46
9.4. **Procedure** 46
9.5. **Insurance** 47
10. MISCELLANEOUS 48
10.1. **Assignment** 48
10.2. **Further Actions** 48
10.3. **Force Majeure** 48
10.4. **Notices** 49
10.5. **Amendment** 49
10.6. **Waiver** 49
10.7. **Severability** 50
10.8. **Descriptive Headings** 50
10.9. **Dispute Resolution** 50
10.10. **Patent Disputes and Disputes Relating to Article 6** 52
10.11. **Governing Law** 53
10.12. **Entire Agreement** 53
10.13. **Purpose and Scope** 53
10.14. **Counterparts** 53
10.15. **No Third Party Rights or Obligations** 53
10.16. **Interpretation** 53

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

EXHIBITS

Exhibit A – CytomX Research Program Target

Exhibit B – Form of Joint Press Release

Exhibit C – Form of License Agreement where CytomX is licensing the ImmunoGen Technology upon exercise of the CytomX Option

Exhibit D – Form of License where ImmunoGen is licensing the CytomX Technology upon exercise of an ImmunoGen Option

Exhibit E – Form of Work Plan

Exhibit F – Representatives to the Joint Research Committee

Schedule 1.104 – List of Cytotoxic Compound Patent Rights

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

RESEARCH COLLABORATION AGREEMENT

This Research Collaboration Agreement (the "**Agreement**") is entered into as of January 8, 2014 (the "**Effective Date**"), by and between **CytomX Therapeutics, Inc.**, a corporation organized and existing under the laws of Delaware and having a place of business at 343 Oyster Point Blvd., Suite 100, South San Francisco, California, 94080 United States ("**CytomX**") and **ImmunoGen, Inc.**, a corporation organized and existing under the laws of Massachusetts and having a place of business at 830 Winter Street, Waltham, Massachusetts, 02451 ("**ImmunoGen**"). CytomX and ImmunoGen may each be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, ImmunoGen is engaged in the development of novel, targeted anti-cancer therapeutic products using tumor-targeting monoclonal antibodies to deliver cancer-cell killing agents and has developed and owns proprietary rights to certain Cytotoxic Compound and Linker (both as defined below) technology;

WHEREAS, CytomX has developed and owns proprietary rights to certain technology relating to a proprietary platform to enable the development of fully recombinant, protease-activated monoclonal antibodies, including Probodies (as defined below); and

WHEREAS, ImmunoGen and CytomX desire to collaborate to discover and research novel Probodies and Probody drug conjugates active against certain designated targets and to provide for each Party to further research, develop, manufacture and commercialize Probody drug conjugates, as provided for herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS.

When used in this Agreement, the following capitalized terms shall have the meanings set forth in this Article 1.

1.1. "**ADC**" means a compound that incorporates, is comprised of or is otherwise derived from an Antibody (or other cell-binding moiety) conjugated to a Payload using a Linker, other than a PDC.

1.2. "**Affiliate**" means, with respect to any Person, any other Person that controls, is controlled by or is under common control with such Person. A Person shall be regarded as in control of another entity if it owns or controls at least fifty percent (50%) of the equity securities of the subject entity entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, for the election of the corresponding managing authority), provided, however, that the term "Affiliate" shall not include subsidiaries or other entities in which a Party or its Affiliates owns a majority of the ordinary voting

power necessary to elect a majority of the board of directors or other managing authority, but is restricted from electing such majority by contract or otherwise, until such time as such restrictions are no longer in effect. A Person shall be deemed an Affiliate only so long as it satisfies the foregoing definition.

1.3. "**Agreement PDC**" means any PDC created or developed in the course of the Research Program.

1.4. "**Agreement Probody**" means any Probody that is created or developed in the course of the Research Program to Target a Research Program Target.

1.5. "**Alliance Manager**" is defined in Section 2.5 hereof.

1.6. "**Antibody**" means a molecule which comprises or contains: (a) one or more immunoglobulin variable domains; or (b) fragments, variants, modifications or derivatives of such immunoglobulin variable domains irrespective of origin or source, including but not limited to antigen binding portions including Fab, Fab', F(ab')2, Fv, dAb and CDR fragments, single chain antibodies (scFv), chimeric antibodies, monospecific antibodies, diabodies and polypeptides (including humanized versions thereof) that contain at least a portion of an immunoglobulin that is sufficient to confer specific antigen binding to the polypeptide. For clarity, as used in this Agreement, the term "Antibody" shall not include Probodies or PDCs.

1.7. "**Applicable Law**" means the laws, statutes, rules, regulations, guidelines, or other requirements that may be in effect from time to time and apply to a particular activity contemplated hereby, including any such laws, statutes, rules, regulations, guidelines or other requirements of the FDA or the EMA or any applicable securities regulatory authorities or national securities exchanges or securities listing organizations.

1.8. "**Bankruptcy Code**" is defined in Section 3.3 hereof.

1.9. "**Binding Obligation**" means, with respect to a Party (a) any oral or written agreement or arrangement that binds or legally affects such Party's operations or property, including any assignment, license agreement, loan agreement, guaranty, or financing agreement; (b) the provisions of such Party's charter, bylaws or other organizational documents or (c) any order, writ, injunction, decree or judgment of any court or Governmental Authority entered against such Party or by which any of such Party's operations or property are bound.

1.10. **Business Day**" means a day other than a Saturday, a Sunday or other day on which banking institutions in Boston, Massachusetts or San Francisco, California are required to be closed or are actually closed with legal authorization.

1.11. "**Calendar Quarter**" means the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 or December 31, for so long as this Agreement is in effect.

1.12. "**Calendar Year**" means each successive period of twelve (12) calendar months commencing on January 1 and ending on December 31.

1.13. "**Commercially Reasonable Efforts**" means, with respect to the efforts to be expended by a Party with respect to any objective, those reasonable, good faith efforts to accomplish such objective as such Party would normally use to accomplish a similar objective under similar circumstances.

1.14. "**Confidential Information**" of a Party means (a) with respect to ImmunoGen, (i) the identity of the ImmunoGen Research Program Targets and (ii) the identification by ImmunoGen of any Target proposed by CytomX to be a Replacement Target as an ImmunoGen Excluded Target, (b) with respect to CytomX, (i) the identity of the CytomX Research Program Target and (ii) the identification by CytomX of any Target proposed by ImmunoGen to be a Replacement Target as a CytomX Excluded Target, and (c) with respect to both Parties, all Know-How or other information, including proprietary information and materials (whether or not patentable) regarding such Party's technology, products, business or objectives, that is communicated in any way or form by or on behalf of such Party (in such capacity, the "**Disclosing Party**") to the other Party (in such capacity, the "**Receiving Party**") or to any of the Receiving Party's or its Affiliates' employees, consultants or subcontractors (collectively, "**Representatives**"), either prior to or after the Effective Date of this Agreement (including any information disclosed pursuant to the Confidentiality Agreement), and whether or not such Know-How or other information is identified as confidential at the time of disclosure. The terms and conditions of this Agreement shall be deemed to be the Confidential Information of each Party. Confidential Information within the CytomX Program Technology shall be deemed to be the Confidential Information of CytomX. Confidential Information within the ImmunoGen Program Technology shall be deemed to be the Confidential Information of ImmunoGen. Confidential Information within the Joint Improvements shall be deemed to be the Confidential Information of each Party. Certain other information is designated as Confidential Information throughout this Agreement and is included in this definition.

1.15. "**Confidentiality Agreement**" means that certain Mutual Confidential Disclosure Agreement between the Parties effective as of March 21, 2013.

1.16. "**Conjugation Probody Platform Improvements**" is defined in Section 1.104 hereof.

1.17. "**Control**" or "**Controlled**" means, with respect to any (a) item of information, including Know-How, (b) intellectual property right, or (c) Proprietary Material, the possession (whether by ownership interest or license, other than pursuant to this Agreement) by a Party of the ability to grant to the other Party access to or a license under such item, right or material, as provided herein, without violating the terms of any agreement or other arrangements with any Third Party.

1.18. "**Covered Results**" is defined in Section 6.3.2 hereof.

1.19. "**CytomX Activities**" means the Work Plan Activities that are to be undertaken by CytomX or its Affiliates.

1.20. "**CytomX Agreement PDCs**" means Agreement PDCs that Target the CytomX Research Program Target.

1.21. "**CytomX Background Technology**" means any Proprietary Material, Patent Right, Know-How or other intellectual property right that is (a) owned or Controlled by CytomX or any Affiliate of CytomX *and* (b) exists as of and/or was conceived prior to the Effective Date or is developed or obtained by CytomX or any of its Affiliates independently of this Agreement without the use of ImmunoGen's Confidential Information. For purposes of clarity, CytomX Background Technology includes CytomX Proprietary Materials, but does not include Agreement PDCs or ImmunoGen Probodies, although the Parties acknowledge that CytomX Background Technology may be incorporated into Agreement PDCs and ImmunoGen Probodies.

1.22. "**CytomX Excluded Target**" means any Target as to which (a) CytomX or an Affiliate of CytomX is pursuing a CytomX Internal Program with respect to such Target, (b) CytomX has granted, or is obligated to grant, an option or license to a Third Party under any Patent Rights owned or Controlled by CytomX that are necessary or useful for the development, manufacture, use or sale of any compound or product that Targets such Target (as used in this definition, a "Third Party Right"), (c) CytomX has entered into a *bona fide* written agreement or *bona fide* written term sheet with a Third Party that is in effect as of the date of CytomX's receipt of a Proposed Target Notice from ImmunoGen, that prohibits CytomX from including the applicable Proposed Target in the Research Program or granting to ImmunoGen a Development and Commercialization License for the Proposed Target on the terms and conditions of this Agreement or (d) CytomX is in *bona fide* discussions with a Third Party with respect to a potential Third Party Right in which confidential information has been shared under the terms of a written confidential disclosure agreement entered into by CytomX and such Third Party within the sixty (60)-day period immediately preceding the date of CytomX's receipt of the applicable Proposed Target Notice from ImmunoGen. A Target shall be deemed a CytomX Excluded Target only so long as it satisfies the foregoing definition.

1.23. "**CytomX Indemnified Party**" is defined in Section 9.2 hereof.

1.24. "**CytomX Internal Product Candidate**" means any cell-binding agent (which may or may not be a Probody), which may be unconjugated or conjugated to a cell-killing or cell-modulating agent (other than a Cytotoxic Compound).

1.25. "**CytomX Internal Program**" means a *bona fide* internal research, development or commercialization undertaken by CytomX with respect to a Target, with respect to which, as of the date of CytomX's receipt from ImmunoGen of a Proposed Target Notice for such Target (for purposes of this definition, the "Receipt Date"), a CytomX Internal Product Candidate Targeting such Target has been generated, and CytomX owns or has otherwise acquired rights to use such CytomX Internal Product Candidate in the research or development of compounds for use in the Field and further provided that (a) as of the Receipt Date, CytomX has begun screening a panel of antibodies against such Target or has begun hybridoma discovery for producing an antibody against such Target or is conducting research or pre-clinical studies *in vitro* or *in vivo* in any non-human species of such CytomX Internal Product Candidate in a sustained manner consistent with CytomX's other internal programs at similar stages of research and development or (b) as of or prior to the Receipt Date, CytomX or an Affiliate of CytomX had commenced process development activities in connection with a GLP toxicology study of such CytomX Internal Product Candidate no more than two (2) years before the Effective Date. Notwithstanding the foregoing, if CytomX or an Affiliate of CytomX has in-licensed Patent Rights from a Third Party covering the manufacture, use or sale of a cell-binding agent, then CytomX shall be deemed to be pursuing a CytomX Internal Program with respect to the Target to which such cell-binding agent is directed for the twelve (12)-month period immediately following the effective date of such Third Party license, without any additional activities required on the part of CytomX or its Affiliates.

1.26. "**CytomX License Agreement**" means the written license agreement in the form of Exhibit C attached hereto that will be entered into by the Parties upon CytomX's exercise of the CytomX Option.

1.27. "**CytomX Licensed Intellectual Property**" means any and all intellectual property (including Patent Rights and Know-How) owned or Controlled by CytomX, including the CytomX Technology, that is necessary or useful for ImmunoGen to conduct the ImmunoGen Activities. Notwithstanding the foregoing, CytomX Licensed Intellectual Property shall not include Tools.

1.28. "**CytomX Licensed Product**" means a PDC having a Payload that is a Cytotoxic Compound and Targeting a CytomX Licensed Target.

1.29. "**CytomX Licensed Target**" is defined in Section 3.2.3 hereof.

1.30. "**CytomX Option**" is defined in Section 3.2.1 hereof.

1.31. "**CytomX Option Exercise Cut-Off Date**" is defined in Section 3.2.2 hereof.

1.32. "**CytomX Option Exercise Date**" is defined in Section 3.2.2 hereof.

1.33. "**CytomX Patent Right**" means any Patent Right comprised in the CytomX Technology.

1.34. "**CytomX Program Technology**" means any Program Technology (other than Joint Program Technology) the inventors of which are employees, agents or independent contractors of CytomX or any of its Affiliates.

1.35. "**CytomX Proprietary Materials**" means biological materials (including any Probodies, Masks or Substrates) and other tangible research materials owned or Controlled by CytomX and provided by CytomX to ImmunoGen under this Agreement. Agreement PDCs and ImmunoGen Probodies, in and of themselves, will not be considered to be CytomX Proprietary Materials, although the Parties acknowledge that CytomX Proprietary Materials may be incorporated into Agreement PDCs and ImmunoGen Probodies.

1.36. "**CytomX Research Program Target**" means the Target selected by CytomX (other than an ImmunoGen Excluded Target) for inclusion in the Research Program in accordance with Section 2.1 hereof. A Target ceases to be a CytomX Research Program Target once (a) it has become the subject of a Development and Commercialization License in accordance with Section 3.2.2 hereof or (b) it has been dropped from the Research Program in accordance with Section 2.1.3 hereof.

1.37. "**CytomX TAP Platform Improvements**" means any TAP Platform Improvements (other than TAP Platform Improvements comprised in the Joint Program Technology) the inventors of which (alone or with others) area employees of, or others obligated to assign inventions to, CytomX or any of its Affiliates or Permitted Third Party Service Providers pursuant to the conduct of the Research Program.

1.38. "**CytomX Technology**" means, collectively, the CytomX Background Technology and the CytomX Program Technology.

1.39. "**Cytotoxic Compound**" means [***] Compounds and [***] Compounds.

1.40. "**Development and Commercialization License**" means a license under the intellectual property rights (including Patent Rights and Know-How) owned or Controlled by the licensor Party with respect to the Research Program Target specified in the applicable Option Exercise Notice as set forth in the applicable License Agreement.

1.41. "**Disclosing Party**" is defined in Section 1.14 hereof.

1.42. "**Disclosure Letter**" has the meaning ascribed to such term, with respect to each Development and Commercialization License, as set forth in the applicable License Agreement.

1.43. "**Dispute**" is defined in Section 10.9 hereof.

1.44. "**Effective Date**" is defined in the introduction to this Agreement.

1.45. "**EMA**" means the European Medicines Agency, or any successor agency thereto.

1.46. "**Field**" means all human therapeutic, prophylactic and diagnostic uses.

1.47. "**FD&C Act**" means the United States Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301 et seq.), as amended, and the rules and regulations promulgated thereunder.

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

1.49. "**GLP**" means all good laboratory practices under Title 21 of the United States Code of Federal Regulations, as amended from time to time.

1.50. "**Governmental Authority**" means any court, agency, department, authority or other instrumentality of any national, state, county, city or other political subdivision.

1.51. "**[***] Compounds**" means [***], including, without limitation, all analogs, variants, fragments or derivatives of any of the foregoing, in each case owned or Controlled by ImmunoGen.

1.52. "**ImmunoGen Activities**" means the Work Plan Activities that are to be undertaken by ImmunoGen or its Affiliates.

1.53. "**ImmunoGen Agreement PDCs**" means Agreement PDCs that Target the ImmunoGen Research Program Target(s).

1.54. "**ImmunoGen Background Technology**" means any Proprietary Material, Patent Right, Know-How or other intellectual property right that is (a) owned or Controlled by ImmunoGen or any Affiliate of ImmunoGen *and* (b) exists as of and/or was conceived prior to the Effective Date or is developed or obtained by ImmunoGen or any of its Affiliates independently of this Agreement and without the use of CytomX's Confidential Information. For purposes of clarity, ImmunoGen Background Technology includes ImmunoGen Proprietary Materials, but does not include Agreement PDCs, although the Parties acknowledge that ImmunoGen Background Technology may be incorporated into Agreement PDCs.

1.55. "**ImmunoGen Excluded Target**" means any Target as to which (a) ImmunoGen or an Affiliate of ImmunoGen is pursuing an ImmunoGen Internal Program with respect to such Target, (b) ImmunoGen has granted, or is obligated to grant, an option or license to a Third Party under any Patent Rights owned or Controlled by ImmunoGen that are necessary or useful for the development, manufacture, use or sale of any compound or product that Targets such Target (as used in this definition, a "Third Party Right"), (c) ImmunoGen has entered into a *bona fide* written agreement or *bona fide* written term sheet with a Third Party that is in effect as of the date of ImmunoGen's receipt of a Proposed Target Notice from CytomX, that prohibits ImmunoGen from including the applicable Proposed Target in the Research Program or granting to CytomX a Development and Commercialization License for the Proposed Target on the terms and conditions of this Agreement, (d) ImmunoGen is in *bona fide* discussions with a Third Party with respect to a Third Party Right in which confidential information has been shared under the terms of a written confidential disclosure agreement entered into by ImmunoGen and such Third Party within the sixty (60)-day period immediately preceding the date of ImmunoGen's receipt of the applicable Proposed Target Notice from CytomX or (e) [***]. A Target shall be deemed an ImmunoGen Excluded Target only so long as it satisfies the foregoing definition.

1.56. "**ImmunoGen Indemnified Party**" is defined in Section 9.3 hereof.

1.57. "**ImmunoGen Internal Product Candidate**" means any cell-binding agent (other than a Probody), which may be unconjugated or conjugated to a cell-killing or cytostatic agent (which may or may not be a Cytotoxic Compound).

1.58. "**ImmunoGen Internal Program**" means a *bona fide* internal research, development or commercialization undertaken by ImmunoGen with respect to a Target, with respect to which, as of the date of ImmunoGen's receipt from CytomX of a Proposed Target Notice for such Target (for purposes of this definition, the "Receipt Date"), an ImmunoGen Internal Product Candidate Targeting such Target has been generated, and ImmunoGen owns or has otherwise acquired rights to use such ImmunoGen Internal Product Candidate in the research or development of compounds for use in the Field and further provided that (a) as of the Receipt Date, ImmunoGen has begun screening a panel of antibodies against such Target or has begun hybridoma discovery for producing an antibody against such Target or is conducting research or pre-clinical studies *in vitro* or *in vivo* in any non-human species of such ImmunoGen Internal Product Candidate in a sustained manner consistent with ImmunoGen's other internal programs at similar stages of research and development or (b) as of or prior to the Receipt Date, ImmunoGen or an Affiliate of ImmunoGen had commenced process development activities in connection with a GLP toxicology study of such ImmunoGen

Internal Product Candidate no more than two (2) years before the Effective Date. Notwithstanding the foregoing, if ImmunoGen or an Affiliate of ImmunoGen has in-licensed Patent Rights from a Third Party covering the manufacture, use or sale of a cell-binding agent, then ImmunoGen shall be deemed to be pursuing an ImmunoGen Internal Program with respect to the Target to which such cell-binding agent is directed for the twelve (12)-month period immediately following the effective date of such Third Party license, without any additional activities required on the part of ImmunoGen or its Affiliates.

1.59. "**ImmunoGen License Agreement**" means the written license agreement in the form of Exhibit D attached hereto that will be entered into by the Parties upon ImmunoGen's exercise of each ImmunoGen Option.

1.60. "**ImmunoGen Licensed Intellectual Property**" means any and all intellectual property (including Patent Rights and Know-How) owned or Controlled by ImmunoGen, including the ImmunoGen Technology, that is necessary or useful for CytomX to conduct the CytomX Activities.

1.61. "**ImmunoGen Licensed Product**" means a PDC having a Payload that is a Cytotoxic Compound and Targeting an ImmunoGen Licensed Target.

1.62. "**ImmunoGen Licensed Target**" is defined in Section 3.1.3 hereof.

1.63. "**ImmunoGen Option**" is defined in Section 3.1.1 hereof.

1.64. "**ImmunoGen Option Exercise Cut-Off Date**" is defined in Section 3.1.2 hereof.

1.65. "**ImmunoGen Option Exercise Date**" is defined in Section 3.1.2 hereof.

1.66. "**ImmunoGen Patent Right**" means any Patent Right comprised in the ImmunoGen Technology.

1.67. "**ImmunoGen Probody(ies)**" means the Agreement Probody(ies) Targeting the ImmunoGen Research Program Targets.

1.68. "**ImmunoGen Probody Platform Improvements**" means any Probody Platform Improvements (other than Probody Platform Improvements comprised in the Joint Program Technology) the inventors of which (alone or with others) area employees of, or others obligated to assign inventions to, ImmunoGen or any of its Affiliates or Permitted Third Party Service Providers pursuant to the conduct of the Research Program.

1.69. "**ImmunoGen Program Technology**" means any Program Technology (other than Joint Program Technology) the inventors of which are employees, agents or independent contractors of ImmunoGen or any of its Affiliates.

1.70. "**ImmunoGen Proprietary Materials**" means any chemical (including any Cytotoxic Compounds), biological (including any Antibodies) and other tangible research materials owned or Controlled by ImmunoGen and provided by ImmunoGen to CytomX under this Agreement. Agreement PDCs, in and of themselves, will not be considered to be ImmunoGen Proprietary Materials, although the Parties acknowledge that ImmunoGen Proprietary Materials may be incorporated into Agreement PDCs.

1.71. "**ImmunoGen Research Program Target**" means a Target selected by ImmunoGen (other than a CytomX Excluded Target) for inclusion in the Research Program in accordance with Section 2.1 hereof. A Target ceases to be an ImmunoGen Research Program Target once (a) it has become the subject of a Development and Commercialization License in accordance with Section 3.1.2 hereof or (b) it has been dropped from the Research Program in accordance with Section 2.1.3 hereof.

1.72. "**ImmunoGen Technology**" means, collectively, the ImmunoGen Background Technology and the ImmunoGen Program Technology.

1.73. "**Improvement**" is defined in Section 1.104 hereof.

1.74. "**IND**" means an Investigational New Drug Application, as defined in the FD&C Act, that is required to be filed with the FDA before beginning clinical testing of a Licensed Product in human subjects, or an equivalent foreign filing.

1.75. "**Indemnified Party**" is defined in Section 9.4.1 hereof.

1.76. "**Indemnifying Party**" is defined in Section 9.4.1 hereof.

1.77. "**Independent Patent Counsel**" means an outside patent counsel reasonably acceptable to both Parties who (and whose firm) is not at the time of the dispute, and was not at any time during the five (5)-year period preceding the dispute, performing legal services of any nature for either of the Parties or their respective Affiliates and which did not, at any time, employ either of the Parties' chief patent counsels (or persons with similar responsibilities).

1.78. "**Insolvency Event**" means the occurrence of any of the following: (a) a case is commenced by or against a Party under applicable bankruptcy, insolvency or similar laws, and is not dismissed within ninety (90) days, (b) a Party files for or is subject to the institution of bankruptcy, reorganization, liquidation, receivership or similar proceedings, (c) a Party assigns all or a substantial portion of its assets for the benefit of creditors, (d) a receiver or custodian is appointed for a Party's business, (e) a substantial portion of a Party's business is subject to attachment or similar process, or (f) anything analogous to any of the events described in the foregoing clauses (a) through (e) occurs under the laws of any applicable jurisdiction.

1.79. "**Joint Patent Right**" means any Patent Right comprised in the Joint Program Technology.

1.80. "**Joint Program Technology**" means any Program Technology the inventors of which are jointly (a) employees, agents or independent contractors of CytomX or any of its Affiliates *and* (b) employees, agents or independent contractors of ImmunoGen or any of its Affiliates.

1.81. "**Joint Research Committee**" or "**JRC**" is defined in Section 2.4.1 hereof.

1.82. "**Know-How**" means any proprietary invention, discovery, data, information, process, method, technique, material, technology, result or other know-how, whether or not patentable.

1.83. "**Liability**" is defined in Section 9.2 hereof.

1.84. "**License Agreement**" means the CytomX License Agreement and/or the ImmunoGen License Agreement, as applicable.

1.85. "**Licensed Product**" has the meaning ascribed to such term in the License Agreement applicable to a particular Licensed Target.

1.86. "**Licensed Target**" means a CytomX Licensed Target or an ImmunoGen Licensed Target, as applicable.

1.87. "**Linker**" means any compound or composition that is useful for linking a cytotoxic or cytostatic moiety, including, without limitation, a Cytotoxic Compound, and a cell-binding moiety, including, without limitation, an Antibody or a Probody, together to form a conjugate of the cytotoxic or cytostatic moiety with the cell-binding moiety.

1.88. "**Mask**" means a peptide or polypeptide linked to an Antibody that is capable of inhibiting the specific binding of the Antibody to its Target.

1.89. "**Material Breach**" is defined in Section 8.2 hereof.

1.90. "**[***] Compound**" means [***], and shall include, without limitation, all variants, fragments or derivatives of any of the foregoing, in each case owned or Controlled by ImmunoGen.

1.91. "**Non-Disclosing Party**" is defined in Section 6.3.2 hereof.

1.92. "**Notice of Dispute**" is defined in Section 10.9.1 hereof.

1.93. "**Option"** means the CytomX Option and/or the ImmunoGen Options, as applicable.

1.94. "**Option Exercise Date**" means the CytomX Option Exercise Date or the ImmunoGen Option Exercise Date, as applicable.

1.95. "**Option Exercise Notice**" means the written notice of exercise of an Option delivered by ImmunoGen to CytomX pursuant to Section 3.1.2 hereof or by CytomX to ImmunoGen pursuant to Section 3.2.2 hereof.

1.96. "**Party**" and "**Parties**" is defined in the introduction to this Agreement.

1.97. "**Patent Committee**" is defined in Section 5.2.4 hereof.

1.98. "**Patent Rights**" means any and all (a) patents, (b) pending patent applications, including all provisional applications, substitutions, continuations, continuations-in-part, divisions and renewals, and all patents granted thereon, (c) all patents-of-addition, reissues, reexaminations and extensions or restorations by existing or future extension or restoration mechanisms, including patent term extensions, supplementary protection certificates or the equivalent thereof, (d) inventor's certificates, (e) any other form of government-issued right substantially similar to any of the foregoing and (f) all United States and foreign counterparts of any of the foregoing.

1.99. "**Payload**" means a therapeutic cytotoxic or cytostatic compound, including, without limitation, a Cytotoxic Compound.

1.100. "**PDC**" means a compound that incorporates, is comprised of or is otherwise derived from, a Probody conjugated to a Payload using a Linker.

1.101. "**Permitted Third Party Service Providers**" is defined in Section 3.1.1 hereof.

1.102. "**Person**" means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization, including a government or political subdivision or department or agency of a government.

1.103. "**Probody**" means an Antibody linked to a Substrate and a Mask that is claimed or covered by CytomX Technology.

1.104. "**Probody Platform Improvements**" means any Patent Right, Know-How or other intellectual property right that is an enhancement, improvement or modification (each, an "**Improvement**") to the CytomX Technology invented by either Party or any of its Affiliates (or by a Third Party on behalf of either Party or its Affiliates) that is an

Improvement to the composition of, or any method of using or method of making or any Tools for developing, any unconjugated Probody, Mask or Substrate (collectively, "**Unconjugated Probody Platform Improvements**"). Probody Platform Improvements also include Improvements (a) to any of the analytical methods used for making, releasing and characterizing any Agreement PDCs that are necessary because of the presence of a Mask and/or Substrate, or (b) consisting of conjugation chemistry or conjugation methods that are necessary because of the presence of a Mask and/or Substrate (collectively, "**Conjugation Probody Platform Improvements**"). Agreement PDCs and ImmunoGen Probodies, in and of themselves, will not be considered to be Probody Platform Improvements, although the Parties acknowledge that Probody Platform Improvements may be incorporated into Agreement PDCs and ImmunoGen Probodies. As used in this definition, Improvements shall be deemed to be "necessary because of the presence of a Mask and/or Substrate" if, and only if, both of the following two (2) elements are present: (i) there is no viable alternative method of conjugating a Probody to a Payload (other than a Cytotoxic Compound[1]) that does not vitiate the function of the Mask and/or Substrate; and (ii) the Improvement has no practical application to ADCs.

1.105. "**Program Technology**" means any and all intellectual property (including Patent Rights and Know-How) that either Party or any of its Affiliates or Permitted Third Party Service Providers (or any of their respective employees, agents or independent contractors), alone or with others, makes, creates, develops, discovers, conceives or first actually reduces to practice pursuant to the Research Program, including any Patent Rights related thereto. For purposes of clarity, all Agreement PDCs and ImmunoGen Probodies shall be deemed to be Program Technology.

1.106. "**Proposed Target**" means the Target identified in a Proposed Target Notice.

1.107. "**Proposed Target Notice**" means the written notice provided by one Party to the other Party pursuant to Section 2.1.1 or 2.1.3 hereof requesting that a Target be included in the Research Program as a Research Program Target or a Replacement Target.

1.108. "**Proprietary Material**" means any CytomX Proprietary Material or ImmunoGen Proprietary Material.

1.109. "**Publishing Party**" is defined in Section 6.3.2 hereof.

[1] For purposes of this definition, the term "Cytotoxic Compound" shall be limited to the cell-killing agents encompassed by one or more of the claims of the issued patents (whether or not expired) listed in Schedule 1.104 attached hereto, or by one or more of the claims, if any, of any patents issuing from the patent applications listed in Schedule 1.104 or from any divisionals, continuations or foreign counterparts of any of the foregoing.

1.110. "**Receiving Party**" is defined in Section 1.14 hereof.

1.111. "**Regulatory Approval**" means any technical, medical, scientific or other license, registration, authorization or approval of any Regulatory Authority (including any approval of a New Drug Application or Biologic License Application) necessary for the development, manufacture or commercialization of a pharmaceutical product in any regulatory jurisdiction.

1.112. "**Regulatory Authority**" means the FDA or any counterpart of the FDA outside the United States, or other national, supra-national, regional, state or local regulatory jurisdiction, any agency, department, bureau, commission, council or other governmental entity with authority over the conduct of the Research Program and the Work Plan Activities.

1.113. "**Replacement Target**" is defined in Section 2.1.2 hereof.

1.114. "**Replacement Target Cut-Off Date**" is defined in Section 2.1.2 hereof.

1.115. "**Representatives**" is defined in Section 1.14 hereof.

1.116. "**Research Program**" is defined in Section 2.2 hereof.

1.117. "**Research Program Target**" means a CytomX Research Program Target and/or an ImmunoGen Research Program Target, as applicable.

1.118. "**Review Period**" is defined in Section 6.3.2 hereof.

1.119. "**Sanofi Collaboration Agreement**" means that certain Collaboration and License Agreement dated as of July 30, 2003 by and between ImmunoGen and sanofi-aventis U.S. LLC ("Sanofi"), as successor-in-interest to Aventis Pharmaceuticals, Inc., as the same may have been amended prior to the Effective Date.

1.120. "**Substrate**" means a moiety that is linked to the Antibody and to the Mask of a Probody and is capable of being cleaved, reduced or photolysed.

1.121. "**TAP Platform Improvements**" means any Improvement to the ImmunoGen Technology invented by either Party or any of its Affiliates (or by a Third Party on behalf of either Party or its Affiliates) that is (a) an Improvement to the composition of or methods of making any Cytotoxic Compound, (b) an Improvement to the conjugation process for making ADCs or PDCs (including, for example, reaction conditions or changes in process that create improvements in the yield of such conjugate), (c) an Improvement to the composition of or methods for making Linkers, (d) an Improvement to any of the analytical methods used for making, releasing and characterizing any Cytotoxic Compound, Linker, ADCs or PDCs, or (e) an Improvement to the formulation

of ADCs or PDCs. Agreement PDCs, in and of themselves, will not be deemed to be TAP Platform Improvements, although the Parties acknowledge that TAP Platform Improvements may be incorporated into Agreement PDCs.

1.122. "**Target**" means a protein described by a unique UniProtKB/Swiss Prot accession number (and all fragments, mutations and splice variants thereof) that is bound by a cell-binding agent.

1.123. "**Target**," "**Targeting**" or "**Targeted**" means, when used as a verb to describe the relationship between a molecule and a Target, where the molecule's primary intended mechanism of action requires that it bind to the Target (or a portion thereof).

1.124. "**Term**" is defined in Section 8.1 hereof.

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

1.126. "**Third Party**" means any Person other than CytomX, ImmunoGen or their respective Affiliates.

1.127. "**Third Party Claims**" is defined in Section 9.2 hereof.

1.128. **"Tools"** means any Patent Right, Know-How or other intellectual property right covering methods, processes, materials and tools to the extent generally applicable to the discovery of Masks, or Substrates, or their use in Probodies (but not specifically directed to PDCs), or assays of the activity relating to such discovery, including the cleavage, photolysis or reduction of Substrates, thereof.

1.129. "**Unauthorized Use**" is defined in Section 2.10.3 hereof.

1.130. "**Unconjugated Probody Platform Improvements**" is defined in Section 1.104 hereof.

1.131. "**Work Plan**" is defined in Section 2.3.1 hereof.

1.132. "**Work Plan Activities**" is defined in Section 2.3.2 hereof.

1.133. "**Work Plan Change**" is defined in Section 2.3.3 hereof.

2. RESEARCH PROGRAM.

2.1. **Selection of Research Program Targets**.

2.1.1. **Research Project Targets**. The Parties' respective initial Research Program Targets are set forth on Exhibit A. Subject to Sections 2.1.2 and 2.1.3

hereof, CytomX is permitted to include one (1) Research Program Target in the Research Program at any given time, and ImmunoGen is permitted to include up to two (2) Research Program Targets in the Research Program at any given time. In no event will CytomX be required to engage in material activities under a Work Plan for more than one (1) ImmunoGen Research Program Target at a time.

2.1.2. **Target Replacement Right**. Each Party shall have the right to replace each of its initial Research Program Targets with another single Target (a "**Replacement Target**"), exercisable upon written notice to the other Party, at any time on or prior to the three (3)-year anniversary of the Effective Date (the "**Replacement Target Cut-Off Date**"), provided that neither Party may replace an initial Research Program Target with a Replacement Target once the Party has exercised its Option with respect to such initial Research Program Target. For clarity, even though CytomX's Research Program Target set forth on Exhibit A consists of two (2) potential Targets due to cross-reactivity, the Probody used to make the Agreement PDC that Targets CytomX's Replacement Target shall not be a bi-specific Probody or otherwise cross-react with any Target other than the single Replacement Target. A Replacement Target may not be a Target that is or was previously a Research Program Target of the other Party.

2.1.3. **Availability of Replacement Target.** If a Party desires to replace a Research Program Target with a Replacement Target, it shall provide the other Party with a Proposed Target Notice no later than the Replacement Target Cut-Off Date identifying both the Proposed Target and the existing Research Program Target to be replaced. Within ten (10) Business Days following the other Party's receipt of a Proposed Target Notice, such other Party shall notify the Party requesting the Replacement Target in writing whether or not, as of the date of the other's Party's receipt of such Proposed Target Notice, the Proposed Target is a CytomX Excluded Target or an ImmunoGen Excluded Target, as applicable. If the other Party timely notifies the Party requesting the Replacement Target that the Proposed Target is not a CytomX Excluded Target or an ImmunoGen Excluded Target, as applicable, or if the other Party fails to timely provide any response to the Proposed Target Notice, then such Proposed Target shall thereafter automatically be considered a Research Program Target, the original Target (listed in Exhibit A) shall thereupon cease to be a Research Program Target for all purposes under this Agreement, and the Parties shall adopt a Work Plan for such new Research Program Target in accordance with Section 2.3.1 hereof.

2.1.4. **Excluded Target Verification.** Subject to the other terms of this Section, at the request of the Party submitting a Proposed Target Notice (which request may not be given more than ten (10) Business Days after the Proposed Target has been identified by the other Party as a CytomX Excluded Target or an

ImmunoGen Excluded Target, as applicable), at any time during normal business hours within ten (10) Business Days of such other Party's delivery to the requesting Party of written acknowledgement of such other Party's receipt of such request, such other Party shall permit an independent law firm hired by the requesting Party and acceptable to the other Party (which acceptance shall not be unreasonably withheld, conditioned or delayed) to inspect (during regular business hours) the relevant records upon which the other Party based its determination that the Proposed Target was a CytomX Excluded Target or an ImmunoGen Excluded Target, as applicable, at the time of the other Party's receipt of the Proposed Target Notice; provided that such other Party shall have sole discretion in determining which records will be made available to such law firm. Before permitting such law firm to have access to such records, the other Party may require such law firm to enter into a confidentiality agreement (in form and substance reasonably acceptable to both Parties) as to any confidential information that is to be provided to such law firm while conducting the verification contemplated hereby. The law firm shall be instructed to provide both Parties with a written report stating its conclusion as to whether the other Party's determination that a Proposed Target was a CytomX Excluded Target or an ImmunoGen Excluded Target, as applicable, was correct within ten (10) days after the completion of its inspection. Such law firm may not reveal to the requesting Party any other information learned in the course of such examination, including, without limitation, the basis for the other Party's determination. The requesting Party agrees to treat all information disclosed to it in accordance with this Section as the other Party's Confidential Information, except to the extent necessary for the requesting Party to enforce its rights under this Agreement. If the law firm's report concludes that the other Party's determination was correct, the requesting Party shall be responsible for paying all fees and expenses invoiced by the law firm. If the law firm's report concludes that the other Party's determination was incorrect, (a) the requesting Party shall automatically be deemed to have delivered to the other Party another Proposed Target Notice for such Target as of the date of such determination, (b) the other Party shall be responsible for paying all reasonable fees and expenses invoiced by the law firm, and (c) if the date of such determination occurs after the Replacement Target Cut-Off Date set forth in Section 2.1.2 hereof, the Replacement Target Cut-Off Date shall be extended, with respect to such Proposed Target only, to the date of such determination. If the law firm's report concludes that, based on the records provided to it by the other Party, it is unable to determine whether the other Party's determination was correct or incorrect, such determination shall be deemed to be a Dispute, which shall be resolved in accordance with Section 10.9 hereof.

2.1.5. **Exclusivity of Research Program Targets**. During the Research Term, for each ImmunoGen Research Program Target, CytomX will not, and will cause

its Affiliates not to, research, develop or commercialize any PDC Targeted to such ImmunoGen Research Program Target other than pursuant to a Work Plan and will not, and will cause its Affiliates not to, license CytomX Technology to any Third Party to research, develop or commercialize any PDC Targeted to such ImmunoGen Research Program Target. During the Research Term, ImmunoGen will not, and will cause its Affiliates not to, research, develop, or commercialize any ADC Targeted to the CytomX Research Program Target and will not, and will cause its Affiliates not to, license ImmunoGen Technology to any Third Party to research, develop or commercialize any product comprising an ADC Targeted to the CytomX Research Program Target. The foregoing shall not restrict either Party's or their respective Affiliates' right to grant Third Parties research licenses under any of their respective Patent Rights and Know-How that are not Target-specific.

2.2. **Scope and Conduct of the Research Program.** Under the terms and conditions set forth herein, CytomX and ImmunoGen shall collaborate to conduct discovery and certain pre-clinical development activities to generate and validate Agreement Probodies and generate Agreement PDCs to the Research Program Targets (the "**Research Program**"). The Research Program shall be conducted in accordance with the Work Plan for each Research Program Target (as more fully provided in Section 2.3 hereof), and each Party shall use its Commercially Reasonable Efforts to perform all activities assigned to it and fulfill all of its obligations under each Work Plan. In addition, each Party shall conduct its activities under the Work Plan(s) in accordance with Applicable Law.

2.3. **Work Plans**.

2.3.1. **Adoption of Work Plans**. The Parties shall adopt a work plan (each a "**Work Plan**") for each Research Program Target. Each Work Plan shall be approved by the JRC within thirty (30) days of the Effective Date for the initial CytomX Research Program Target and the first initial ImmunoGen Research Program Target listed on Exhibit A hereof or as determined by the JRC with respect to the second initial ImmunoGen Research Program Target. Each Work Plan will be in the form of the sample Work Plan attached hereto as Exhibit E. For a Replacement Target that becomes a Research Program Target, a Work Plan shall be approved by the JRC within forty-five (45) days of the date on which such Replacement Target becomes a Research Program Target. Each Work Plan shall reference this Agreement and shall be subject to all of the provisions of this Agreement, in addition to the specific details set forth in such Work Plan. To the extent any provisions of a Work Plan conflict or are inconsistent with the provisions of this Agreement, the provisions of this Agreement shall control. If the Parties are unable to agree on a Work Plan within the specified time period, the JRC may specify the Work Plan, and all Disputes regarding the preparation or modification of any Work Plan (including the approval of any Work Plan Change) shall be resolved in accordance with Section 10.9 hereof.

2.3.2. **Responsibilities**. Each Work Plan shall set forth the services and the obligations and responsibilities assigned to each Party (collectively the "**Work Plan Activities**"), and shall include the following minimum terms:

(a) Each Party shall provide Antibodies Targeting the applicable Research Program Target at its own expense, which CytomX will use to generate a panel of Probodies that Target such Research Program Target. The amount of material to be provided by each Party will be specified in the applicable Work Plan. CytomX will provide the construction, expression and purification of all Agreement Probodies at its expense. CytomX will only be required to make a panel of Probodies from one (1) Antibody for each ImmunoGen Research Program Target.

(b) CytomX will investigate and validate each Agreement Probody in accordance with the applicable Work Plan.

(c) ImmunoGen will conjugate the Agreement Probodies to Linkers and Cytotoxic Compounds using the ImmunoGen Technology to generate a panel of Agreement PDCs in accordance with the applicable Work Plan. ImmunoGen will only be required to make a panel of Agreement PDCs from one (1) Probody for the CytomX Research Program Target and such other ADCs as are set forth in the applicable Work Plan.

(d) Each Party will perform *in vivo* modeling and IND-enabling studies with respect to its own Agreement PDCs in accordance with the applicable Work Plan.

(e) Each Party that enters into a License Agreement covering that Party's Agreement PDC(s) will develop and commercialize its Agreement PDC(s) as set forth in the applicable License Agreement.

(f) If, after completion of the ImmunoGen Activities under the Work Plan relating to the CytomX Agreement PDCs, CytomX requests that ImmunoGen provide additional services with respect to (i) process development, (ii) analytical method development, or (iii) manufacturing and/or supply of the CytomX Agreement PDCs for any GLP toxicology studies, then the Parties shall negotiate in good faith the terms of separate written agreements with respect to such activities.

2.3.3. **Changes in Work Plans**. Proposed changes to a Work Plan ("**Work Plan Changes**") shall be subject to review and approval by the JRC. Each Work Plan Change shall then be written up in documentation setting forth the agreed changes to the applicable task, protocol, specifications, responsibility, timeline or other matter. As used in this Agreement, a Work Plan will be deemed to include any Work Plan Changes with respect thereto.

2.4. **Governance of the Research Program**.

2.4.1. **Formation of the Joint Research Committee**. CytomX and ImmunoGen hereby establish a "**Joint Research Committee**" (or "**JRC**") to oversee and coordinate the activities of the Parties under this Agreement in regard to the Research Program. The JRC shall also serve as a forum to facilitate communications between the Parties regarding the Research Program. The JRC shall be comprised of three (3) representatives from each Party as appointed by such Party, with such representatives possessing appropriate expertise and seniority to carry out the Research Program. The initial members of the JRC for each Party are set forth in Exhibit F attached hereto. The JRC may change its size from time to time by mutual consent of its members. A Party may replace one or more of its representatives from time to time upon written notice to the other Party. The JRC shall exist until expiration or earlier termination of the Term, unless the Parties otherwise agree in writing.

2.4.2. **Co-Chairpersons and Secretary of the Joint Research Committee**. Each Party shall designate a co-chairperson of the JRC, and a secretary of the JRC shall be designated by agreement of the members of the JRC. A Party may change the designation of its co-chairperson from time to time upon written notice to the other Party. The co-chairpersons or their designees shall be responsible for scheduling meetings of the JRC, preparing agendas for meetings and sending to all JRC members notices of all regular meetings and agendas for such meetings at least five (5) Business Days before such meetings. The co-chairpersons shall solicit input from both Parties regarding matters to be included on the agenda, and any matter either Party desires to have included on the agenda shall be included for discussion. Nothing herein shall be construed to prohibit the JRC from discussing or acting on matters not included on the applicable agenda. The secretary shall (a) record the minutes of the meeting, (b) circulate copies of meeting minutes to the Parties and each JRC member promptly following the meeting for review, comment and approval by the JRC members and (c) finalize approved meeting minutes. The co-chairpersons shall be members of the JRC but the secretary need not be a member of the JRC. The initial co-chairpersons are listed in Exhibit F hereof.

2.4.3. **Meetings**. The JRC shall meet at least three (3) times each Calendar Year (unless the Parties mutually agree in advance of any scheduled meeting that there is no need for such meeting, in which case the next JRC meeting shall also be scheduled as agreed upon by the Parties) until it has been terminated in accordance with Section 2.4.1 hereof at dates and times mutually agreed by the

JRC. The initial meeting of the JRC shall be held within thirty (30) days after the Effective Date. Either Party may call a special meeting of the JRC on fifteen (15) days written notice to the other Party's members of the JRC (or upon such shorter notice as exigent circumstances may require). Such written notice shall include an agenda for the special meeting. In-person meetings, including special meetings, of the JRC shall alternate between the offices of the Parties, unless otherwise agreed upon by the members of the JRC. Meetings of the JRC may be held telephonically or by video conference; provided, however, that at least two (2) meetings per year shall be held in-person. Meetings of the JRC shall be effective only if at least one (1) representative of each Party is in attendance or participating in the meeting. Members of the JRC shall have the right to participate in and vote at meetings held by telephone or video conference. In addition, the JRC may act on any matter or issue without a meeting if it is documented in a written consent signed by each member of the JRC.

2.4.4. **Responsibilities of the Joint Research Committee**. The JRC shall be responsible for (a) planning and overseeing research under this Agreement, including establishing, reviewing and recommending modifications and updates to the Work Plans; (b) receiving and reviewing relevant data and other information obtained by either Party in connection with the Research Program and monitoring and reporting to the Parties on activities conducted pursuant to the Work Plans; (c) resolving Disputes between the Parties; and (d) such other functions as expressly specified hereunder or as agreed by the Parties.

2.4.5. **Decisions by Consensus**. All decisions of the JRC shall be made by unanimous agreement of both Parties' representatives, with each Party having a single vote, irrespective of the number of JRC representatives in attendance at a meeting. If the JRC cannot or does not reach unanimous agreement on a matter within the purview of the JRC, then such Dispute shall be resolved in accordance with Section 10.9 hereof.

2.5. **Alliance Managers**. In addition to the foregoing governance provisions, each of the Parties shall appoint a single individual to serve as that Party's alliance manager ("**Alliance Manager**"). The role of each Alliance Manager will be to participate and otherwise facilitate the relationship between the Parties as established by this Agreement. A Party may replace its Alliance Manager from time to time upon written notice to the other Party.

2.6. **Conformance with Law**. Each Party shall perform and discharge its obligations under this Agreement and the Research Program in conformance with (a) professional standards and practices, (b) this Agreement and the Work Plan(s) and (c) all Applicable Laws. Without limiting the generality of the foregoing, each Party shall retain all records relating to its performance of this Agreement and the Work Plan(s) for the time periods required by Applicable Laws.

2.7. **Personnel Matters**. Each Party acknowledges and agrees that it is solely responsible for the compensation of its personnel assigned to the Work Plan activities, and shall be responsible for withholding all national, state, local or other applicable taxes and similar items for such personnel.

2.8. **Debarment Certification**. Neither Party nor any Person employed or retained to perform services by either Party has been debarred under Section 306(a) or (b) of the FD&C Act or any comparable provision of foreign law and no debarred Person shall in the future be employed or retained to perform services by either Party in connection with any work to be performed for or on behalf of the other Party. If, at any time after execution of this Agreement, either Party becomes aware that such Party or any Person employed or retained to perform services by such Party in connection with any work performed for or on behalf of such Party is, or is in the process of being, debarred, such Party shall so notify the other Party immediately.

2.9. **Records**. Each Party shall prepare, complete and accurate written records, accounts, notes, reports and data of the Work Plan activities and its performance under this Agreement and the Work Plan(s), in a form and of quality reasonably acceptable to both Parties.

2.10. **Transfer and Use of Proprietary Materials**.

2.10.1. **Transfer**. From time to time, pursuant to a Work Plan, or otherwise, ImmunoGen may provide CytomX with ImmunoGen Proprietary Materials and Agreement PDCs and CytomX may provide ImmunoGen with CytomX Proprietary Materials and Agreement Probodies. Each Party's Proprietary Materials, Agreement PDCs and Agreement Probodies are provided by such Party on an "as-is" basis without representation or warranty of any type, express or implied, including any representation or warranty of merchantability, non-infringement, title or fitness for a particular purpose, each of which is hereby disclaimed by such providing Party.

2.10.2. **Use of Proprietary Materials**. Each Party shall use the other Party's Proprietary Materials (including, without limitation, the other Party's Proprietary Materials incorporated into Agreement PDCs and Agreement Probodies) solely in connection with conducting the specific activities under this Agreement for which such other Party's Proprietary Materials are provided to the receiving Party, including, if applicable, the provisions of any specific Work Plan under which such Proprietary Materials are provided, and for no other purpose. Without limiting the generality of the foregoing, except as expressly set forth in this

Agreement or in any applicable Work Plan, neither Party shall make or attempt to make analogues, progeny or derivatives of, or modifications to, the other Party's Proprietary Materials, using the other Party's Confidential Information or the tangible materials provided by the other Party, and each Party shall not use the other Party's Proprietary Materials for the benefit of any Third Party or of its own internal research programs outside of the Research Program or as otherwise licensed to the other Party under a Development and Commercialization License. Each Party shall comply with all Applicable Laws regarding the handling and use of the other Party's Proprietary Materials. Each Party agrees to retain possession over the other Party's Proprietary Materials and not to provide the other Party's Proprietary Materials to any Third Party without the providing Party's prior written consent, except as required to perform the Research Program.

2.10.3. **Unauthorized Use of Confidential Information and Proprietary Materials**. In the event that either Party uses the other Party's Confidential Information or Proprietary Materials (including, without limitation, the other Party's Proprietary Materials incorporated into Agreement PDCs and Agreement Probodies) for any purpose other than the purposes authorized herein (an "**Unauthorized Use**"), the results of such Unauthorized Use, and any discoveries or inventions that arise from such Unauthorized Use, whether patentable or not, shall belong solely and exclusively to the Party providing its Confidential Information or Proprietary Materials. If required in order to perfect or enforce a Party's ownership of such results, discoveries or inventions, each hereby assigns and agrees to assign to the other Party all of its right, title and interest in and to all such results, discoveries or inventions made through the Unauthorized Use with the other Party's Confidential Information or Proprietary Materials. Each Party agrees to cooperate with the other Party, and to execute and deliver any and all documents that the providing Party reasonably deems necessary, to perfect and enforce its rights hereunder.

3. OPTION FOR LICENSE AND COMMERCIAL LICENSE GRANTS.

3.1. **Grants to ImmunoGen**.

3.1.1. **Research License and Option Grants**. Subject to the terms and conditions of this Agreement, CytomX hereby grants to ImmunoGen during the Term (a) a non-exclusive, non-sublicensable (except to Affiliates and Permitted Third Party Service Providers), non-transferable (except as expressly permitted by this Agreement), royalty-free license under the CytomX Licensed Intellectual Property for the sole purpose of conducting the ImmunoGen Work Plan Activities in the Territory, and (b) an exclusive option (each, an "**ImmunoGen Option**") to obtain a Development and Commercialization License with respect to up to two (2) Research Program Targets as set forth in Section 3.1.2. ImmunoGen shall

have the right to engage one or more Affiliates or Third Parties (the latter being referred to as "**Permitted Third Party Service Providers**") as subcontractors to perform some or all of the ImmunoGen Activities; provided that (i) ImmunoGen shall remain responsible for the conduct of such activities in accordance with the terms and conditions of this Agreement and (ii) ImmunoGen shall cause each such Affiliate or Third Party Service Provider to assign or license (with a right to sublicense to CytomX to the extent required under this Agreement) to ImmunoGen all intellectual property rights (including, without limitation, Patent Rights) in and to any Probody Platform Improvements, whether patentable or not, the inventors of which (alone or with others) are employees of, or others obligated to assign inventions to, such Permitted Third Party Service Provider in the performance of services for ImmunoGen.

3.1.2. **Exercise of each ImmunoGen Option**. On an ImmunoGen Research Program Target-by-ImmunoGen Research Program Target basis, each of the ImmunoGen Options may be separately exercised by ImmunoGen at any time during the Term, but in each case no later than one hundred eighty-two (182) days after the first dosing of any animal in the first IND-enabling GLP toxicology study of the applicable ImmunoGen Agreement PDC (each, the "**ImmunoGen Option Exercise Cut-Off Date**"), by providing CytomX with an Option Exercise Notice (the date of CytomX's receipt of any such Option Exercise Notice, the "**ImmunoGen Option Exercise Date**"). If ImmunoGen does not provide CytomX with an Option Exercise Notice with respect to any Research Program Target during the Term and prior the ImmunoGen Option Exercise Cut-Off Date, then the applicable Target shall no longer be considered an ImmunoGen Research Program Target. Notwithstanding the foregoing, the ImmunoGen Option Exercise Cut-Off Date with respect to each of the first two (2) ImmunoGen Research Program Targets shall be the sixtieth (60^{th}) day after the Replacement Target Cut-Off Date if ImmunoGen has not notified CytomX on or prior to the Replacement Target Cut-Off Date of its intention to replace such ImmunoGen Research Program Target with a Replacement Target in accordance with Sections 2.1.2 and 2.1.3 hereof.

3.1.3. **Development and Commercialization License**. Subject to the terms and conditions of this Agreement, on a Research Program Target-by-Research Program Target basis and effective on the ImmunoGen Option Exercise Date for such Research Program Target, (a) the Licensed Intellectual Property (as defined in the ImmunoGen License Agreement) shall be licensed by CytomX to ImmunoGen with respect to the Research Program Target specified in the Option Exercise Notice (each, an "**ImmunoGen Licensed Target**") on the terms and subject to the conditions set forth in the ImmunoGen License Agreement, and (b) the foregoing Development and Commercialization License shall be effective as of the ImmunoGen Option Exercise Date. CytomX shall deliver to ImmunoGen,

within ten (10) Business Days following the ImmunoGen Option Exercise Date, an ImmunoGen License Agreement executed on behalf of CytomX in which CytomX has (i) inserted the name and unique UniProtKB/Swiss Prot accession number of the applicable ImmunoGen Licensed Target in Schedule A of the ImmunoGen License Agreement, and (ii) inserted the ImmunoGen Option Exercise Date as the effective date of the ImmunoGen License Agreement. If either Party fails to deliver an executed copy of the ImmunoGen License Agreement as described above, CytomX shall nevertheless be deemed to have granted ImmunoGen the rights with respect to the ImmunoGen Licensed Target consistent with the ImmunoGen License Agreement.

3.1.4. **Rescission of Exercise of ImmunoGen Option**. Anything contained in this Agreement to the contrary notwithstanding, if, in connection with ImmunoGen's exercise of an ImmunoGen Option, CytomX delivers to ImmunoGen a Disclosure Letter within ten (10) Business Days of CytomX's receipt of the applicable Option Exercise Notice, then ImmunoGen shall be entitled to rescind the exercise of such ImmunoGen Option by delivering to CytomX written notice of such rescission within twenty (20) Business Days of ImmunoGen's receipt of the Disclosure Letter. Any failure by CytomX to deliver a Disclosure Letter to ImmunoGen within the applicable ten (10) Business Day period described above shall be deemed a waiver of CytomX's right to qualify its representations and warranties in the applicable ImmunoGen License Agreement by any information CytomX may have intended to include in the Disclosure Letter. If CytomX delivers the Disclosure Letter on a timely basis, then any failure by ImmunoGen to deliver a rescission notice to CytomX within the applicable twenty (20) Business Day period described above shall be deemed a waiver of ImmunoGen's right to rescind the exercise of such ImmunoGen Option pursuant to this Section 3.1.4, and CytomX's representations and warranties in the applicable ImmunoGen License Agreement shall be qualified by any information contained in such Disclosure Letter. If an ImmunoGen Option is rescinded pursuant to this Section 3.1.4, then such ImmunoGen Option shall remain outstanding in accordance with its original terms; provided, however, that:

(a) if the Replacement Target Cut-Off Date occurs within the period beginning on the applicable ImmunoGen Option Exercise Date and ending on the sixtieth (60th) day after ImmunoGen's delivery of the rescission notice to CytomX, then anything set forth in this Agreement to the contrary notwithstanding, ImmunoGen shall have the right to replace the applicable ImmunoGen Research Program Target with a Replacement Target, subject to the terms and conditions set forth in Sections 2.1.2 and 2.1.3 hereof; and

(b) if the applicable ImmunoGen Option Exercise Cut-Off Date occurs within the period beginning on the applicable ImmunoGen Option

Exercise Date and ending on the sixtieth (60th) day after ImmunoGen's delivery of the rescission notice to CytomX, then anything set forth in this Agreement to the contrary notwithstanding, ImmunoGen shall have the right to exercise the applicable ImmunoGen Option for the same ImmunoGen Research Program Target or, as contemplated by clause (a) above, a different ImmunoGen Research Program Target, within ninety (90) days (or such longer period as may be mutually agreed to in writing by the Parties) after ImmunoGen's delivery of the rescission notice to CytomX.

3.1.5. **License to CytomX TAP Platform Improvements**. CytomX, on behalf of itself and its Affiliates, hereby grants to ImmunoGen a non-exclusive, sublicensable, perpetual, irrevocable, royalty-free worldwide license under CytomX's interest in any CytomX TAP Platform Improvements, including, without limitation, any Patent Rights claiming such CytomX TAP Platform Improvements, to exploit such CytomX TAP Platform Improvements (a) for any purpose other than developing, manufacturing, using or commercializing PDCs and (b) for any purpose outside of the Field. Except in connection with the performance of the CytomX Activities under the Work Plans related to the ImmunoGen Research Program Targets, nothing in this Agreement shall be construed as obligating CytomX to engage in any technology transfer or provision of written documentation to ImmunoGen (other than as provided in Section 5.2.3 hereof) or any of its Affiliates or any Third Party disclosing, describing or otherwise relating to CytomX TAP Platform Improvements.

3.2. **Grants to CytomX**.

3.2.1. **Research License and Option Grant**. Subject to the terms and conditions of this Agreement, ImmunoGen hereby grants to CytomX during the Term (a) a non-exclusive, non-sublicensable (except to Affiliates and Permitted Third Party Service Providers), non-transferable (except as expressly permitted by this Agreement) royalty-free license under the ImmunoGen Licensed Intellectual Property for the sole purpose of conducting the CytomX Work Plan Activities in the Territory, and (b) an exclusive option (the "**CytomX Option**") to obtain a Development and Commercialization License with respect to one (1) CytomX Research Program Target as set forth in Section 3.3.2. CytomX shall have the right to engage one or more Affiliates or Permitted Third Party Service Providers as subcontractors to perform some or all of the CytomX Activities; provided that (i) CytomX shall remain responsible for the conduct of such activities in accordance with the terms and conditions of this Agreement and (ii) CytomX shall cause each such Affiliate or Third Party Service Provider to assign or license (with a right to sublicense to ImmunoGen to the extent required under this Agreement) to CytomX all intellectual property rights (including, without

limitation, Patent Rights) in and to any TAP Platform Improvements, whether patentable or not, the inventors of which (alone or with others) are employees of, or others obligated to assign inventions to, such Permitted Third Party Service Provider in the performance of services for CytomX.

3.2.2. **Exercise of the CytomX Option**. The CytomX Option may be exercised by CytomX at any time during the Term, but in no event later than one hundred eighty-two (182) days after the first dosing of any animal in the first IND-enabling GLP toxicology studies of the applicable CytomX Agreement PDC (the "**CytomX Option Exercise Cut-Off Date**"), by providing ImmunoGen with an Option Exercise Notice (the date of ImmunoGen's receipt of the Option Exercise Notice, the "**CytomX Option Exercise Date**"). If CytomX does not provide ImmunoGen with an Option Exercise Notice with respect to its Research Program Target during the Term and prior to the CytomX Option Exercise Cut-Off Date, then the applicable Target shall no longer be considered a CytomX Research Program Target. Notwithstanding the foregoing, the CytomX Option Exercise Cut-Off Date with respect to the CytomX Research Program Target shall be the sixtieth (60^{th}) day after the Replacement Target Cut-Off Date if CytomX has not notified ImmunoGen on or prior to the Replacement Target Cut-Off Date of its intention to replace such CytomX Research Program Target with a Replacement Target in accordance with Sections 2.1.2 and 2.1.3 hereof.

3.2.3. **Development and Commercialization License**. Subject to the terms and conditions of this Agreement, effective on the CytomX Option Exercise Date for its Research Program Target, (a) the Licensed Intellectual Property (as defined in the CytomX License Agreement) shall be licensed by ImmunoGen to CytomX with respect to the Research Program Target specified in the Option Exercise Notice (the "**CytomX Licensed Target**") on the terms and subject to the conditions set forth in the CytomX License Agreement, and (b) the foregoing license shall be effective as of the CytomX Option Exercise Date. ImmunoGen shall deliver to CytomX, within ten (10) Business Days following the CytomX Option Exercise Date, a CytomX License Agreement executed on behalf of ImmunoGen in which ImmunoGen has (i) inserted the name and unique UniProtKB/Swiss Prot accession number of the applicable Licensed Target in Schedule A of the CytomX License Agreement, and (ii) inserted the CytomX Option Exercise Date as the effective date of the CytomX License Agreement. If either Party fails to deliver an executed copy of the CytomX License Agreement as described above, ImmunoGen shall nevertheless be deemed to have granted CytomX the rights with respect to the CytomX Licensed Target consistent with the CytomX License Agreement.

3.2.4. **Rescission of Exercise of CytomX Option**. Anything contained in this Agreement to the contrary notwithstanding, if, in connection with CytomX's

exercise of the CytomX Option, ImmunoGen delivers to CytomX a Disclosure Letter within ten (10) Business Days of ImmunoGen's receipt of the applicable Option Exercise Notice, then CytomX shall be entitled to rescind the exercise of the CytomX Option by delivering to ImmunoGen written notice of such rescission within twenty (20) Business Days of CytomX's receipt of the Disclosure Letter. Any failure by ImmunoGen to deliver a Disclosure Letter to CytomX within the applicable ten (10) Business Day period described above shall be deemed a waiver of ImmunoGen's right to qualify its representations and warranties in the CytomX License Agreement by any information ImmunoGen may have intended to include in the Disclosure Letter. If ImmunoGen delivers the Disclosure Letter on a timely basis, then any failure by CytomX to deliver a rescission notice to ImmunoGen within the applicable twenty (20) Business Day period described above shall be deemed a waiver of CytomX's right to rescind the exercise of the CytomX Option pursuant to this Section 3.2.4, and ImmunoGen's representations and warranties in the CytomX License Agreement shall be qualified by any information contained in such Disclosure Letter. If the CytomX Option is rescinded pursuant to this Section 3.2.4, then the CytomX Option shall remain outstanding in accordance with its original terms; provided, however, that:

(a) if the Replacement Target Cut-Off Date occurs within the period beginning on the CytomX Option Exercise Date and ending on the sixtieth (60th) day after CytomX's delivery of the rescission notice to ImmunoGen, then anything set forth in this Agreement to the contrary notwithstanding, CytomX shall have the right to replace the CytomX Research Program Target with a Replacement Target, subject to the terms and conditions set forth in Sections 2.1.2 and 2.1.3 hereof; and

(b) if the CytomX Option Exercise Cut-Off Date occurs within the period beginning on the CytomX Option Exercise Date and ending on the sixtieth (60th) day after CytomX's delivery of the rescission notice to ImmunoGen, then anything set forth in this Agreement to the contrary notwithstanding, CytomX shall have the right to exercise the CytomX Option for the same CytomX Research Program Target or, as contemplated by clause (a) above, a different ImmunoGen Research Program Target, within ninety (90) days (or such longer period as may be mutually agreed to in writing by the Parties) after CytomX's delivery of the rescission notice to ImmunoGen.

3.2.5. **License to ImmunoGen Probody Platform Improvements**. ImmunoGen, on behalf of itself and its Affiliates, hereby grants to CytomX a non-exclusive, sublicensable, perpetual, irrevocable, royalty-free worldwide license under ImmunoGen's interest in any ImmunoGen Probody Platform Improvements, including, without limitation, any Patent Rights claiming such ImmunoGen Probody Platform Improvements, to exploit such ImmunoGen Probody Platform

Improvements (a) for any purpose other than developing, manufacturing, using or commercializing PDCs having a Payload that is a Cytotoxic Compound[2] and (b) for any purpose outside of the Field. For the avoidance of doubt, the license granted pursuant to this subsection excludes any rights in and to ImmunoGen Background Technology or any ImmunoGen Program Technology other than the ImmunoGen Probody Platform Improvements. Except in connection with the performance of the ImmunoGen Activities under the Work Plan(s) related to the CytomX Research Program Target(s), nothing in this Agreement shall be construed as obligating ImmunoGen to engage in any technology transfer or provision of written documentation to CytomX (other than as provided in Section 5.2.2 hereof) or any of its Affiliates or any Third Party disclosing, describing or otherwise relating to ImmunoGen Probody Platform Improvements.

3.3. **Section 365(n) of Bankruptcy Code**. All rights and licenses now or hereinafter granted by either Party to the other Party under or pursuant to any section of this Agreement, including the licensed granted in this Article 3, are rights to "intellectual property" (as defined in Section 101(35A) of Title 11 of the United States Code, as amended (such Title 11, the "**Bankruptcy Code**")).

3.4. **No Implied Rights**. Except as expressly provided in this Agreement, neither Party shall be deemed, by estoppel, implication or otherwise, to have granted the other Party any license or other right with respect to any intellectual property owned or Controlled by such Party.

4. EXPENSES.

4.1. **Expenses**. Except as expressly stated herein or in a Work Plan, each Party hereto shall be responsible for its own costs for all activities conducted pursuant to this Agreement.

5. INTELLECTUAL PROPERTY.

5.1. **Inventions**.

5.1.1. **Ownership**. All determinations of inventorship under this Agreement shall be made in accordance with the laws of the United States. Determinations of ownership of intellectual property hereunder will be made in accordance with inventorship.

(a) **ImmunoGen Solely Owned Technology**. As between the Parties, ImmunoGen shall be the sole owner of all ImmunoGen Licensed Intellectual Property (other than Joint Program Technology included therein and any Joint Patent Rights).

---

[2] For purposes of this Section, the term "Cytotoxic Compound" shall be limited to the cell-killing agents encompassed by one or more of the claims of the issued patents (whether or not expired) listed in Schedule 1.104 attached hereto, or by one or more of the claims, if any, of any patents issuing from the patent applications listed in Schedule 1.104 or from any divisionals, continuations or foreign counterparts of any of the foregoing.

(b) **CytomX Solely Owned Technology**. As between the Parties, CytomX shall be the sole owner of all CytomX Licensed Intellectual Property (other than Joint Program Technology included therein and any Joint Patent Rights).

(c) **Jointly Owned Technology**. All Joint Program Technology (including, without limitation, all Joint Patent Rights) shall be jointly owned by the Parties, with each Party holding an undivided one-half interest therein. Subject to the Parties' other rights and obligations under this Agreement and any then-outstanding License Agreement(s), each Party shall be free to exploit and assign, either itself or through the grant of licenses to Third Parties, all Joint Program Technology and Joint Patent Rights throughout the world without restriction, without the need to obtain further consent from or provide notice to the other Party and without any duty to account or otherwise make any payment of any compensation to the other Party. ImmunoGen's one-half interest in Joint Program Technology and Joint Patent Rights shall be included in the Licensed Intellectual Property (as defined in the CytomX License Agreement) under the CytomX License Agreement to the extent it otherwise comes within such definition. CytomX's one-half interest in Joint Program Technology and Joint Patent Rights shall be included in the Licensed Intellectual Property (as defined in each ImmunoGen License Agreement) under each ImmunoGen License Agreement to the extent it otherwise comes within such definition. Nothing in this Section 5.1.1(c) shall be construed to grant (i) CytomX any rights in and to ImmunoGen Background Technology or any ImmunoGen Program Technology in connection with its exploitation of Joint Program Technology and Joint Patent Rights outside the scope of the Research Program hereunder or the development, manufacture and commercialization of Licensed Products under a Development and Commercialization License, or (ii) ImmunoGen any rights in and to CytomX Background Technology and CytomX Program Technology in connection with its exploitation of Joint Program Technology and Joint Patent Rights outside the scope of the Research Program hereunder or the development, manufacture and commercialization of Licensed Products under a Development and Commercialization License.

5.1.2. **Disclosure**. CytomX shall, no less than thirty (30) days before filing any initial Patent Right disclosing CytomX TAP Platform Improvements or any Joint Program Technology or any other Patent Right that contains ImmunoGen's

Confidential Information, provide a copy of such disclosure to ImmunoGen. ImmunoGen shall, no less than thirty (30) days before filing any initial Patent Right disclosing ImmunoGen Probody Platform Improvements or Joint Program Technology or any other Patent Right that contains CytomX's Confidential Information, provide a copy of such disclosure to CytomX. In each case, such disclosures to the other Party shall include all invention disclosures or other similar documents submitted to such Party by its, or its Affiliates', employees, agents or independent contractors describing such invention and the proposed inventorship of any new Patent Rights intended to be filed. The other Party shall promptly raise any issue regarding inventorship of any such Patent Rights, and the Parties agree to use their best efforts to determine in good faith the correct inventorship of any Patent Rights in accordance with Section 10.10.1 hereof.

5.2. **Filing, Prosecution and Maintenance of Patent Rights**.

5.2.1. **Cooperation**. Without limiting any other rights and obligations of the Parties under this Agreement, the Parties shall cooperate with respect to the timing, scope and filing of patent applications and patent claims relating to any Joint Program Technology to preserve and enhance the patent protection for Agreement PDCs, including the manufacture and use thereof and to allow the Party owning the technology underlying an Improvement to have reasonable input to preserve and enhance its patent portfolio and patenting strategy.

5.2.2. **ImmunoGen Patent Rights**. ImmunoGen, at its own expense, shall have the sole right, but not the obligation, to prepare, file, prosecute and maintain, throughout the world, all ImmunoGen Patent Rights. With respect to any ImmunoGen Patent Rights disclosing or claiming Program Technology (other than TAP Platform Improvements included in the Program Technology), ImmunoGen shall keep CytomX reasonably informed of the status of the filing, prosecution and maintenance of such Patent Rights and shall consider in good faith any recommendations made by CytomX in regard to the filing, prosecution or maintenance of any such Patent Right. ImmunoGen shall consult with CytomX in the filing, prosecution and maintenance of any ImmunoGen Patent Right related to ImmunoGen Probody Platform Improvements and shall not unreasonably refuse to incorporate any recommendations made by CytomX in regard to such filing, prosecution or maintenance. Communications regarding the filing, prosecution and maintenance of any ImmunoGen Patent Rights related to ImmunoGen Probody Platform Improvements will be made through the Patent Committee established as set forth in Section 5.2.4 hereof. To the extent ImmunoGen decides not to file, prosecute or maintain any ImmunoGen Patent Right that ImmunoGen reasonably believes covers or may cover the development, manufacture, commercialization or use of any CytomX Licensed Product (other than any such Patent Right owned or co-owned by a Third Party licensor or the

filing of a new initial patent application or any ImmunoGen Patent Rights related to Conjugation Probody Platform Improvements) and except in the case in which the decision not to file, prosecute or maintain such Patent Right is made by ImmunoGen in the ordinary course of filing continuation applications or as part of an overall strategy to optimize the scope or other aspects of the ImmunoGen Technology, ImmunoGen shall provide CytomX with thirty (30) days prior written notice to such effect (*i.e.*, at least thirty (30) days prior to the date on which any such filing is intended or due or on which any other such action is due), in which event CytomX may elect to file or continue prosecution or maintenance of such Patent Right, at CytomX's expense, and ImmunoGen, upon CytomX's written request received within such thirty (30) day period, shall execute such documents and perform such acts, at CytomX's expense, as may be reasonably necessary to permit CytomX to file, prosecute and maintain such Patent Right; provided that CytomX (a) shall keep ImmunoGen reasonably informed of the status of the filing, prosecution and maintenance of such Patent Rights, (b) shall consider in good faith any recommendations made by ImmunoGen in regard to such filing, prosecution and maintenance of such Patent Right, and (c) shall not unreasonably refuse to incorporate any recommendations made by ImmunoGen in regard to such filing, prosecution or maintenance. Any such Patent Right that is prosecuted or maintained by CytomX pursuant to this Section 5.2.2 (i) will continue to be owned by ImmunoGen, and (ii) subject to the Parties' other rights and obligations under this Agreement or any then-outstanding License Agreement, may be licensed by ImmunoGen to one or more Third Parties. For avoidance of doubt, "prosecution" as used in this Section 5.2 includes oppositions, nullity or revocation actions, post-grant reviews and other patent office proceedings involving the referenced Patent Rights. Nothing contained in this Agreement shall be construed as obligating ImmunoGen to file any patent application in any country or other jurisdiction relating to ImmunoGen Probody Platform Improvements.

5.2.3. **CytomX Patent Rights**. CytomX, at its own expense, shall have the sole right, but not the obligation, to prepare, file, prosecute and maintain, throughout the world, all CytomX Patent Rights. With respect to any CytomX Patent Rights disclosing or claiming Program Technology (other than Unconjugated Probody Platform Improvements included in the Program Technology), CytomX shall keep ImmunoGen reasonably informed of the status of the filing, prosecution and maintenance of such Patent Rights and shall consider in good faith any recommendations made by ImmunoGen in regard to the filing, prosecution or maintenance of any such Patent Right. CytomX shall consult with ImmunoGen in the filing, prosecution and maintenance of any CytomX Patent Right related to CytomX TAP Platform Improvements and shall not unreasonably refuse to incorporate any recommendations made by ImmunoGen in regard to such filing, prosecution or maintenance. Communications regarding the filing, prosecution

and maintenance of any CytomX Patent Rights that are Improvements to ImmunoGen Technology will be made through the Patent Committee established as set forth in Section 5.2.4 hereof. To the extent CytomX decides not to file, prosecute or maintain any CytomX Patent Right that CytomX reasonably believes covers or may cover the development, manufacture, commercialization or use of any ImmunoGen Licensed Product (other than any such Patent Right owned or co-owned by a Third Party licensor or the filing of a new initial patent application or any CytomX Patent Right related to CytomX TAP Platform Improvements) and except in the case in which the decision not to file, prosecute or maintain such Patent Right is made by CytomX in the ordinary course of filing continuation applications or as part of an overall strategy to optimize the scope or other aspects of the CytomX Technology, CytomX shall provide ImmunoGen with thirty (30) days prior written notice to such effect (*i.e.*, at least thirty (30) days prior to the date on which any such filing is intended or due or on which any other such action is due), in which event ImmunoGen may elect to continue prosecution or maintenance of such Patent Right, at ImmunoGen's sole expense, and CytomX, upon ImmunoGen's written request, shall execute such documents and perform such acts, at ImmunoGen's expense, as may be reasonably necessary to permit ImmunoGen to file, prosecute and maintain, at its own discretion, such Patent Right; provided that ImmunoGen (a) shall keep CytomX reasonably informed of the status of the filing, prosecution and maintenance of such Patent Rights, (b) shall consider in good faith any recommendations made by CytomX in regard to such filing, prosecution and maintenance of such Patent Right, and (c) shall not unreasonably refuse to incorporate any recommendations made by CytomX in regard to such filing, prosecution or maintenance. Any such Patent Right that is prosecuted or maintained by ImmunoGen pursuant to this Section 5.2.3 (a) will continue to be owned by CytomX, and (b) subject to the Parties' other rights and obligations under this Agreement or any then-outstanding License Agreement, may be licensed by CytomX to one or more Third Parties. Nothing contained in this Agreement shall be construed as obligating CytomX to file any patent application in any country or other jurisdiction relating to CytomX TAP Platform Improvements.

5.2.4. **Joint Patent Rights**. Prior to either Party filing any Patent Right disclosing Joint Program Technology, disclosing an Improvement made by ImmunoGen to CytomX Technology or disclosing an Improvement made by CytomX to the ImmunoGen Technology, the Parties shall establish a patent committee (the "**Patent Committee**") comprised of at least one (1) representative of each Party for the purpose of facilitating communication as described in Sections 5.2.2 and 5.2.3 hereof and the preparation, filing, prosecution, maintenance and defense of Joint Patent Rights. As agreed upon by the Parties, meetings of the Patent Committee may be face-to-face or may be conducted by teleconferences or videoconferences, from time to time as needed. The Patent

Committee will be the forum through which the Parties coordinate their respective obligations to each other described in Sections 5.2.2 and 5.2.3 hereof and in this Section. In the event the Parties conceive or generate any Joint Program Technology, the Parties shall promptly meet to discuss and determine, based on mutual consent, whether to seek patent protection thereon, which Party will control filing, prosecution and maintenance of such patents and how to pay for the filing, prosecution and maintenance of such patents. It is presumed that CytomX will control filing, prosecution and maintenance of Joint Patent Rights claiming (a) composition of matter or methods of use of CytomX Agreement PDCs or CytomX Licensed Products or (b) Unconjugated Probody Platform Improvements, and that ImmunoGen will control filing, prosecution and maintenance of Joint Patent Rights claiming (i) composition of matter or methods of use of ImmunoGen Probodies, ImmunoGen Agreement PDCs or ImmunoGen Licensed Products, (ii) Conjugation Probody Platform Improvements or (iii) TAP Platform Improvements. Neither Party will file any Joint Patent Right without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The Party controlling filing and prosecution of any such Joint Patent Right (a) shall keep the other Party informed regarding each Patent Right, (b) shall consider in good faith any recommendations made by the other Party in regard to the filing, prosecution or maintenance of any such Patent Right and (c) shall not unreasonably refuse to incorporate any recommendations made by the other Party in regard to such filing, prosecution or maintenance.

5.2.5. **Restrictions on Disclosures in Patent Applications**. Anything contained in this Agreement to the contrary notwithstanding, unless and until the Parties enter into a License Agreement with respect to a Research Program Target, neither Party may, without the prior written consent of the other Party, which consent may be withheld by such other Party in its sole discretion, (a) identify or describe Agreement Probodies or Agreement PDCs in any patent application, or (b) disclose any data generated under a Work Plan in support of any Patent Rights that disclose or claim Probodies or PDCs Targeting such Research Program Target; provided, that the foregoing shall not apply to any CytomX Patent Rights covering Agreement Probodies Targeting the CytomX Research Program Target.

5.2.6. **Improper Patent Filings**. Each Party agrees that, without the prior written consent of the other Party, neither it nor any of its Affiliates will claim in any patent application filed by or on behalf of such Party (or its Affiliate) any unpatented, nonpublic invention for which the inventor(s) (alone or with others) are employees of, or other persons obligated to assign inventions to, the other Party or any Affiliate of the other Party, or disclose any such invention in any such patent application in a manner that would prejudice the other Party's ability to patent such invention.

5.2.7. **Liability**. Except for breaches of Section 5.2.5 or 5.2.6 hereof, to the extent that a Party is obtaining, prosecuting or maintaining a Patent Right included in the CytomX Licensed Intellectual Property, the ImmunoGen Licensed Intellectual Property or Joint Patent Rights or otherwise exercising its rights under this Section 5.2, such Party, and its Affiliates, employees, agents or representatives, shall not be liable to the other Party in respect of any act or omission on the part of any such Party, or its Affiliates, employees, agents or representatives, in connection with such activities undertaken in good faith.

5.2.8. **Extensions**. The decision to file for a patent term extension and particulars thereof (including which patent(s) to extend) will be made with the goal of obtaining the optimal patent term and scope of protection for Licensed Products. If a Party wishes to file for a patent term extension based on Patent Rights owned by the other Party, it will so notify the other Party, and the Parties will meet to discuss and determine whether and how to proceed with such patent term extension.

5.3. **Joint Research Agreement**. This Agreement shall be understood to be a joint research agreement under 35 U.S.C. § 103(c)(3) entered into for the purpose of researching and identifying Agreement PDCs.

6. CONFIDENTIALITY

6.1. **Confidentiality**. Except to the extent expressly authorized by this Agreement, the Parties agree that, during the Term and for five (5) years thereafter, each Party, in its capacity as the Receiving Party shall: (a) keep the Disclosing Party's Confidential Information confidential; (b) not disclose, or permit the disclosure of, the Disclosing Party's Confidential Information; and (c) not use, or permit to be used, the Disclosing Party's Confidential Information for any purpose, in each case, except for the performance of its obligations or exercise of its rights under this Agreement, provided, however, that the foregoing obligations shall not apply, or shall cease to apply, to the extent that such Confidential Information (i) was already known by the Receiving Party or its Affiliates (other than under an obligation of confidentiality to the Disclosing Party) at the time of disclosure by the Disclosing Party; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party; (iii) became generally available to the public or otherwise part of the public domain after its disclosure to the Receiving Party, other than through any act or omission of the Receiving Party or its Affiliates or any of their respective Representatives in breach of its obligations under this Agreement; (iv) was disclosed to the Receiving Party or its Affiliates, other than under an obligation of confidentiality, by a Third Party who had no obligation to the Disclosing Party not to disclose such information to the Receiving Party; or (v) was independently discovered or developed by or on behalf of the Receiving Party without the use of any Confidential Information of the Disclosing Party.

6.2. **Authorized Disclosure**.

6.2.1. **Disclosure to Party Representatives**. Notwithstanding the foregoing provisions of Section 6.1 hereof, the Receiving Party may disclose Confidential Information belonging to the Disclosing Party to the Receiving Party's Representatives who (a) have a need to know such Confidential Information in connection with the performance of the Receiving Party's obligations or the exercise of the Receiving Party's rights under this Agreement and (b) have agreed in writing to non-disclosure and non-use provisions with respect to such Confidential Information that are at least as restrictive as those set forth in this Article 6.

6.2.2. **Disclosure to Third Parties**.

(a) Notwithstanding the foregoing provisions of Section 6.1 hereof, the Parties may disclose Confidential Information belonging to the other Party:

(i) subject to Section 5.2 hereof, to the extent reasonably necessary, in connection with filing or prosecuting Patent Rights as permitted by this Agreement;

(ii) to the extent reasonably necessary, in connection with prosecuting or defending litigation as permitted by this Agreement;

(iii) (A) regarding the existence of this Agreement, this Agreement itself or the material and financial terms of this Agreement, to its accountants, lawyers, and other advisers, and to actual or potential investors, lenders, licensors, licensees, acquirers, investment bankers, or agents of the foregoing in connection with a financing, licensing transaction, merger, or acquisition, and (B) to any other third parties in connection with the events in (A) with the consent of the disclosing Party, such consent not to be unreasonably withheld, in each case (A)-(B) under confidentiality obligations no less restrictive than those set forth in this Agreement;

(iv) subject to Section 6.3.2 hereof, in connection with or included in scientific presentations and publications relating to Licensed Products, including abstracts, posters, journal articles and the like, and posting results of and other information about clinical trials to clinicaltrials.gov or PhRMA websites; and

(v) to the extent necessary in order to enforce its rights under this Agreement.

(b) Subject to the restrictions in Section 5.2.5 hereof, data generated by a Party using that Party's own Agreement PDC(s) shall not be considered Confidential Information of the other Party, and, therefore, not subject to this Article 6.

6.2.3. **SEC Filings and Other Disclosures**. Notwithstanding any provision of this Agreement to the contrary, either Party may disclose the existence or terms of this Agreement to the extent required, in the reasonable opinion of such Party's legal counsel, to comply with Applicable Law. Notwithstanding the foregoing, before disclosing this Agreement or any of the terms hereof pursuant to this Section 6.2.3, the Parties will consult with one another on the terms of this Agreement to be redacted in making any such disclosure. Further, if a Party discloses this Agreement or any of the terms hereof in accordance with this Section 6.2.3, such Party shall, at its own expense, use Commercially Reasonable Efforts to seek such confidential treatment of confidential portions of this Agreement and such other terms, as may be reasonably requested by the other Party.

6.3. **Public Announcements; Publications**.

6.3.1. **Announcements**. Except as may be expressly permitted under Section 6.2.3, neither Party will make any public announcement regarding the existence or terms of this Agreement without the prior written approval of the other Party. For the sake of clarity, nothing in this Agreement shall prevent either Party from making any public disclosure relating to this Agreement if the contents of such public disclosure have previously been made public other than through a breach of this Agreement by the issuing Party or its Affiliates. The Parties agree that they will issue a joint press release, substantially in the form attached as Exhibit B attached hereto, regarding the signing of this Agreement following the Effective Date. The Parties agree that each Party may issue future announcements concerning the other Party's achievement of any significant milestones, including the selection of a clinical candidate, under this Agreement, provided that the content of any such announcement has been mutually agreed upon by the Parties but a Party will not unreasonably withhold its agreement to such an announcement.

6.3.2. **Publications**. The Parties acknowledge that scientific publications and presentations must be strictly monitored to prevent any adverse effect from premature publication or dissemination of results of the activities hereunder. Each Party (in such capacity the "**Publishing Party**") agrees that, except as required by Applicable Laws, it shall not publish or present, or permit to be published or presented, any results of the Research Program to the extent such results refer to, derive from or otherwise relate to (a) in cases where CytomX is

the Publishing Party, the ImmunoGen Technology, (b) in cases where ImmunoGen is the Publishing Party, the CytomX Technology, and (c) in cases where either Party is the Publishing Party, the Joint Program Technology, the Agreement PDCs or the ImmunoGen Probodies (the "**Covered Results**"), without the prior review by and approval of the other Party (in such capacity, the "**Non-Disclosing Party**"), which approval shall not be unreasonably withheld; provided that (i) it shall not be deemed unreasonable for CytomX to withhold its consent to any request by ImmunoGen to publish or disseminate Covered Results relating to CytomX Agreement PDCs prior to the publication or dissemination of such Covered Results by CytomX, and (ii) it shall not be deemed unreasonable for ImmunoGen to withhold its consent to any request by CytomX to publish or disseminate Covered Results relating to ImmunoGen Probodies and ImmunoGen Agreement PDCs prior to the publication or dissemination of such Covered Results by ImmunoGen. The Publishing Party shall submit to the Non-Disclosing Party for review and approval any proposed academic, scientific and medical publication or public presentation which contains Covered Results or otherwise contains the Non-Disclosing Party's Confidential Information. In both instances, such review and approval will be conducted for the purposes of preserving the value of the CytomX Technology and ImmunoGen Technology and determining whether any portion of the proposed publication or presentation containing the Non-Disclosing Party's Confidential Information should be modified or deleted. Written copies of such proposed publication or presentation required to be submitted hereunder shall be submitted to the Non-Disclosing Party no later than sixty (60) days before submission for publication or presentation (the "**Review Period**"). The Non-Disclosing Party shall provide its comments with respect to such publications and presentations within thirty (30) days after its receipt of such written copy, and the Publishing Party shall delete any Confidential Information of the Non-Disclosing Party upon request. The Review Period may be extended for an additional sixty (60) days in the event the Non-Disclosing Party can, within thirty (30) days of receipt of the written copy, demonstrate reasonable need for such extension, including for the preparation and filing of patent applications. The Parties will each comply with standard academic practice regarding authorship of scientific publications and recognition of contribution of other parties in any publication governed by this Section 6.3.2.

6.3.3. **Integration**. As to the subject matter of this Agreement, this Article 6 supersedes any confidential disclosure agreements between the Parties, including, without limitation, the Confidentiality Agreement. Any confidential information of a Party disclosed under the Confidentiality Agreement relating to the subject matter of this Agreement shall be treated as Confidential Information of such Party hereunder, subject to the terms of this Article 6.

7. REPRESENTATIONS AND WARRANTIES.

7.1. **Mutual Representations and Warranties**. Each of CytomX and ImmunoGen hereby represents and warrants to the other that:

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

7.1.2. the execution, delivery and performance of this Agreement by such Party has been duly authorized by all requisite action under the provisions of its charter, bylaws and other organizational documents, and does not require any action or approval by any of its shareholders or other holders of its voting securities or voting interests;

7.1.3. it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

7.1.4. this Agreement has been duly executed and is a legal, valid and Binding Obligation on it, enforceable against it in accordance with its terms; and

7.1.5. the execution, delivery and performance by such Party of this Agreement and its compliance with the terms and provisions hereof does not and will not conflict with or result in a breach of or default under any Binding Obligation existing as of the Effective Date.

7.2. **Representations and Warranties of CytomX**. CytomX hereby represents and warrants to ImmunoGen that as of the Effective Date:

7.2.1. to its Knowledge: (a) the issued and unexpired patents within the CytomX Licensed Intellectual Property are valid and enforceable patents and (b) CytomX has received no written notice from a Third Party challenging or threatening to challenge the extent, validity or enforceability of any CytomX Patent Rights within the CytomX Licensed Intellectual Property;

7.2.2. to its Knowledge, CytomX has received no written notice from a Third Party claiming that the use, practice or application by CytomX or ImmunoGen of any CytomX Licensed Intellectual Property pursuant to the license granted hereunder will infringe any valid claim of an issued and unexpired patent of any such Third Party (excluding, for clarity, any potential infringement that might arise solely as a result of the combination of any CytomX Licensed Intellectual Property with any other technology or intellectual property); and

7.2.3. there is no (a) claim, demand, suit, proceeding, arbitration, inquiry, investigation or other legal action of any nature, civil, criminal, regulatory or otherwise, pending or, to the Knowledge of CytomX, threatened against CytomX or any of its Affiliates or (b) judgment or settlement against or owed by CytomX

or any of its Affiliates, in each case in connection with the CytomX Licensed Intellectual Property or relating to the transactions contemplated by this Agreement.

For purposes of this Section 7.2, "**Knowledge**" means the actual knowledge (without having conducted, or having any duty to conduct, any specific inquiry) of its Chief Executive Officer, President, any Vice President or other officer who is in charge of a principal business unit or function or who performs a policy-making function, and its Senior Director, Head of Intellectual Property (or person with similar responsibilities).

7.3. **Representations and Warranties of ImmunoGen**. ImmunoGen hereby represents and warrants to CytomX that as of the Effective Date:

7.3.1. to its Knowledge: (a) the issued and unexpired patents within the ImmunoGen Licensed Intellectual Property are valid and enforceable patents and (b) ImmunoGen has received no written notice from a Third Party challenging or threatening to challenge the extent, validity or enforceability of any ImmunoGen Patent Rights within the ImmunoGen Licensed Intellectual Property;

7.3.2. to its Knowledge, ImmunoGen has received no written notice from a Third Party claiming that the use, practice or application by CytomX or ImmunoGen of any ImmunoGen Licensed Intellectual Property pursuant to the license granted hereunder will infringe any valid claim of an issued and unexpired patent of any Third Party (excluding, for clarity, any potential infringement that might arise solely as a result of the combination of any ImmunoGen Licensed Intellectual Property with any other technology or intellectual property); and

7.3.3. there is no (a) claim, demand, suit, proceeding, arbitration, inquiry, investigation or other legal action of any nature, civil, criminal, regulatory or otherwise, pending or, to its Knowledge, threatened against ImmunoGen or any of its Affiliates or (b) judgment or settlement against or owed by ImmunoGen or any of its Affiliates, in each case in connection with the ImmunoGen Licensed Intellectual Property or relating to the transactions contemplated by this Agreement.

For purposes of this Section 7.3, "**Knowledge**" means the actual knowledge (without having conducted, or having any duty to conduct, any specific inquiry) of the following ImmunoGen employees: (i) any "executive officer" (as defined in Rule 3b-7 promulgated under the Securities Exchange Act of 1934, as amended) and (ii) chief patent counsel (or person with similar responsibilities).

7.4. **Government Approvals**. Each of CytomX and ImmunoGen shall cooperate with the other Party and use Commercially Reasonable Efforts to make all registrations, filings

and applications, to give all notices and to obtain as soon as practicable all governmental or other consents, transfers, approvals, orders, qualifications authorizations, permits and waivers, if any, and to do all other things necessary or desirable for the consummation of the transactions as contemplated hereby.

7.5. **Further Covenants**. In addition to the covenants made elsewhere in this Agreement, each Party hereby covenants to the other Party that, from the Effective Date until expiration or termination of this Agreement, it will not (a) knowingly take any action that conflicts with the rights under the Licensed Intellectual Property granted to the other Party under this Agreement or (b) knowingly fail to take any action that is reasonably necessary to avoid a conflict with the rights under the Licensed Intellectual Property granted to the other Party under this Agreement.

7.6. **Representation by Legal Counsel**. Each Party hereto represents that it has been represented by legal counsel in connection with this Agreement and acknowledges that it has participated in the drafting hereof. In interpreting and applying the terms and provisions of this Agreement, the Parties agree that no presumption shall exist or be implied against the Party which drafted such terms and provisions.

7.7. **Warranty Disclaimers**.

7.7.1. Except as expressly set forth in Section 7.2 or 7.3 hereof, nothing in this Agreement is or shall be construed as a warranty or representation by either Party (a) as to the validity or scope of any patent application or patent within such Party's Patent Rights or (b) that anything made, used, sold or otherwise disposed of under any license granted under this Agreement is or will be free from infringement of patents, copyrights and other rights of Third Parties.

7.7.2. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. TERM AND TERMINATION.

8.1. **Term**. The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall extend until the fourth (4^{th}) anniversary of the Effective Date, unless this Agreement is terminated earlier in accordance with this Article 8. Notwithstanding the foregoing, this Agreement shall terminate as to each Research Program Target upon the exercise of the Option with respect to such Research Program Target.

8.2. **Termination by Either Party for Cause**. Either Party may terminate this Agreement in its entirety at any time during the Term by giving written notice to the other Party if the other Party commits a material breach of its obligations under this Agreement (a "**Material Breach**"), such notice to describe such Material Breach in reasonable detail, and such Material Breach remains uncured for ninety (90) days, measured from the date written notice of such breach is given to the breaching Party; provided, however, that if the nature of the asserted breach is such that more than ninety (90) days are reasonably required to cure, then the cure period shall be extended for a period not to exceed an additional sixty (60) days so long as the Party seeking to cure the asserted breach is diligently pursuing such cure to completion. Notwithstanding the foregoing, a Party shall have the right to terminate this Agreement pursuant to this Section 8.2 only if such Material Breach fundamentally frustrates the objectives of or transactions contemplated by this Agreement taken as a whole or a Work Plan relating to the non-breaching Party's Research Program Target(s).

8.3. **Termination on Insolvency**. This Agreement may be terminated upon written notice by either Party at any time in the event of an Insolvency Event of the other Party.

8.4. **Effects of Expiration or Termination**.

8.4.1. **Effect of Termination by ImmunoGen**. If ImmunoGen terminates this Agreement pursuant to Section 8.2 or Section 8.3 hereof, then:

(a) the license granted by ImmunoGen to CytomX under Section 3.2.1 hereof and the CytomX Option shall immediately terminate;

(b) without limiting ImmunoGen's rights set forth in clause (c) below, CytomX and ImmunoGen and their respective Affiliates shall immediately cease any and all work under any then-outstanding Work Plan;

(c) the license and Options granted to ImmunoGen by CytomX under Section 3.1.1 hereof with respect to the ImmunoGen Research Program Targets shall continue on the terms set forth herein, and such license shall be expanded to permit ImmunoGen and its Affiliates to perform any and all activities in connection with the Research Program with respect to the ImmunoGen Program Targets that would otherwise have been performed by CytomX;

(d) each Party shall promptly destroy all CytomX Agreement PDCs; and

(e) CytomX shall promptly return or destroy all of ImmunoGen's Confidential Information and Proprietary Material, provided that CytomX may retain, subject to Article 6 hereof, (i) one (1) copy of ImmunoGen's Confidential Information in its archives solely for the purpose of establishing the contents thereof and ensuring compliance with its obligations hereunder, (ii) any Confidential Information of ImmunoGen contained in its laboratory notebooks or databases and (iii) any Confidential Information and Proprietary Material of ImmunoGen to the extent reasonably required to exercise its rights and perform its obligations under any outstanding License Agreement.

The foregoing notwithstanding, and subject to Article 6 hereof, ImmunoGen may retain and use CytomX's Confidential Information and Proprietary Material in connection with the exercise of its rights set forth in clause (c) above and to the extent reasonably required to exercise its rights and perform its obligations under any outstanding License Agreement.

8.4.2. **Effect of Termination by CytomX**. If CytomX terminates this Agreement pursuant to Section 8.2 or Section 8.3 hereof, then

(a) the license granted by CytomX to ImmunoGen under Section 3.1.1 hereof and the ImmunoGen Options shall immediately terminate;

(b) without limiting CytomX's rights under clause (c) below, CytomX and ImmunoGen and their respective Affiliates shall immediately cease any and all work under any then-outstanding Work Plan(s);

(c) the license and Option granted to CytomX by ImmunoGen under Section 3.2.1 hereof with respect to the CytomX Research Program Target shall continue on the terms set forth herein, and such license shall be expanded to permit CytomX and its Affiliates to perform any and all activities in connection with the Research Program with respect to the CytomX Research Target that would otherwise have been performed by ImmunoGen;

(d) each Party shall promptly destroy all ImmunoGen Agreement PDCs; and

(e) ImmunoGen shall promptly return or destroy all of CytomX's Confidential Information and Proprietary Material, provided that ImmunoGen may retain, subject to Article 6 hereof, (i) one (1) copy of CytomX's Confidential Information in its archives solely for the purpose of establishing the contents thereof and ensuring compliance with its obligations hereunder, (ii) any Confidential Information of CytomX contained in its laboratory notebooks or databases and (iii) any

Confidential Information and Proprietary Material of CytomX to the extent reasonably required to exercise its rights and perform its obligations under any outstanding License Agreement.

The foregoing notwithstanding, and subject to Article 6 hereof, CytomX may retain and use ImmunoGen's Confidential Information and Proprietary Material in connection with the exercise of its rights set forth in clause (c) above and to the extent reasonably required to exercise of its rights and perform its obligations under any outstanding License Agreement.

8.4.3. **Satisfaction of Obligations During Notice Period**. During the period from providing a notice of termination through the termination of the Agreement, the Parties shall continue to perform their obligations under this Agreement.

8.4.4. **Pending Dispute Resolution**. If a Party gives notice of termination and the other Party disputes whether such notice was proper, then the issue of whether this Agreement has been terminated shall be resolved in accordance with Section 10.9 and this Agreement shall remain in effect pending the resolution of such dispute. If as a result of such dispute resolution process it is determined that the notice of termination was proper, then such termination shall be effective immediately. If as a result of such dispute resolution process it is determined that the notice of termination was improper, then no termination shall have occurred and this Agreement shall remain in effect. Anything contained in this Agreement to the contrary notwithstanding, if the asserted breach is cured or shown to be non-existent within the applicable cure period, the first notice of breach hereunder shall be deemed automatically withdrawn and of no effect.

8.5. **Effect of Expiration of this Agreement**. If this Agreement expires in accordance with its terms (other than by reason of termination under Section 8.2 or 8.3 hereof), then:

8.5.1. the licenses granted by each Party to the other Party under Section 3.1.1 and Section 3.2.1 hereof and all Options shall immediately terminate;

8.5.2. CytomX and ImmunoGen and their respective Affiliates shall immediately cease any and all work under any then-outstanding Work Plans;

8.5.3. each Party shall promptly destroy all ImmunoGen Probodies and Agreement PDCs except those, if any, Targeting a Licensed Target:

8.5.4. each Party shall promptly return or destroy all of the Confidential Information and Proprietary Material of the other Party, provided that each Party may retain, subject to Article 6 hereof, (a) one (1) copy of the other Party's Confidential Information in its archives solely for the purpose of establishing the contents thereof and ensuring compliance with its obligations hereunder, (b) any

Confidential Information of the other Party contained in its laboratory notebooks or databases and (c) any Confidential Information and Proprietary Material of the other Party to the extent reasonably required to exercise its rights and perform its obligations under any outstanding License Agreement.

8.6. **Remedies**. Except in the case of either Party's breach of Section 2.10.3 or Article 6 hereof, the rights of the non-breaching Party set forth in Section 8.4 hereof shall be the exclusive legal remedy to a Party arising from a Material Breach; provided, however, that (a) in addition to the foregoing legal remedy, the Parties may seek any and all equitable remedies, including, without limitation, declarative and injunctive relief and specific performance in accordance with applicable law, and (b) nothing in this Section shall limit the Parties' respective rights and obligations with respect to (i) Unauthorized Use of the other Party's Confidential Information or Proprietary Materials, (ii) unauthorized disclosure of the other Party's Confidential Information or (iii) indemnification as set forth in Article 9 hereof.

8.7. **Survival of Certain Obligations**. Expiration or termination of this Agreement shall not relieve the Parties of any obligation that accrued before such expiration or termination. The following provisions shall survive expiration or termination of this Agreement: Sections 2.6, 2.10, 3.1.5 and 3.2.5, Articles 4, 5 and 6, Sections 7.7, 8.1, 8.4, 8.5, 8.6 and 8.7, and Articles 9 and 10. For avoidance of doubt, any other Section that explicitly states it survives expiration or termination of this Agreement shall so survive.

9. LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE.

9.1. **No Consequential Damages**. Except with respect to liability arising from a breach of Article 6 hereof, in no event will either Party, its Affiliates or any of its or its Affiliates' respective Representatives be liable under this Agreement for any special, indirect, incidental, consequential or punitive or exemplary damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, (a) including loss of profits or revenue suffered by either Party or any of its respective Affiliates or Representatives or (b) cost of procurement of substitute goods, technology or services, even if either Party is informed in advance of the possibility of such damages and even if the remedies provided for in this Agreement fail of their essential purpose. For purposes of clarity, a Party's monetary liability under a Third Party Claim for such Third Party's special, indirect, incidental or consequential damages or for any punitive or exemplary damages payable in connection with such Third Party Claim, shall be deemed to be the direct damages of such Party for purposes of this Article 9.

9.2. **Indemnification by ImmunoGen**. ImmunoGen will indemnify, defend and hold harmless CytomX, its Affiliates and each of its and their respective employees, officers, directors and agents (each, a "**CytomX Indemnified Party**") from and against any and all liability, loss, damage, expense (including reasonable attorneys' fees and expenses)

and cost (collectively, a "**Liability**") as a direct result of any Third Party claims, suits, actions, demands or judgments, including, without limitation, personal injury and product liability matters (collectively, "**Third Party Claims**") arising out of:

(a) the conduct of any Work Plan by ImmunoGen or any of its Affiliates; or

(b) a Material Breach of this Agreement by ImmunoGen;

except, in each case, to the extent any such Third Party Claim or Liability results from a Material Breach of this Agreement by CytomX or the negligence, recklessness or intentional acts of CytomX or any CytomX Indemnified Party; provided that with respect to any Third Party Claim for which CytomX also has an obligation to indemnify any ImmunoGen Indemnified Party pursuant to Section 9.3 hereof, ImmunoGen shall indemnify each CytomX Indemnified Party for its Liability to the extent of ImmunoGen's responsibility, relative to CytomX (or to Persons for whom CytomX is legally responsible), for the facts underlying the Third Party Claim.

9.3. **Indemnification by CytomX**. CytomX will indemnify, defend and hold harmless ImmunoGen, its Affiliates, contractors, distributors and each of its and their respective employees, officers, directors and agents (each, a "**ImmunoGen Indemnified Party**") from and against any and all Liabilities as a direct result of any Third Party Claims arising out of:

(a) the conduct of any Work Plan by CytomX or any of its Affiliates; or

(b) a Material Breach of this Agreement by CytomX;

except to the extent any such Third Party Claim or Liability results from a Material Breach of this Agreement by ImmunoGen or the negligence, recklessness or intentional acts of ImmunoGen or any ImmunoGen Indemnified Party; provided that with respect to any Third Party Claim for which ImmunoGen also has an obligation to indemnify any CytomX Indemnified Party pursuant to Section 9.2 hereof, CytomX shall indemnify each ImmunoGen Indemnified Party for its Liability to the extent of CytomX's responsibility, relative to ImmunoGen (or to Persons for whom ImmunoGen is legally responsible), for the facts underlying the Third Party Claim.

9.4. **Procedure**.

9.4.1. **Notice**. Each Party will notify the other Party in writing in the event it becomes aware of a claim for which indemnification may be sought hereunder. In the event that any Third Party asserts a claim or other proceeding (including any governmental investigation) with respect to any matter for which a Party (the "**Indemnified Party**") is entitled to indemnification hereunder, then the Indemnified Party shall promptly notify the Party obligated to indemnify the

Indemnified Party (the "**Indemnifying Party**") thereof; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then only to the extent that) the Indemnifying Party is prejudiced thereby.

9.4.2. **Control**. The Indemnifying Party shall have the right, at its sole cost and expense, exercisable by notice to the Indemnified Party within ten (10) Business Days after receipt of notice from the Indemnified Party of the commencement of or assertion of any Third Party Claim, to assume direction and control of the defense, litigation, settlement, appeal or other disposition of the Third Party Claim (including the right to settle the claim solely for monetary consideration) with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party. The Indemnified Party shall cooperate, and shall cause its Affiliates and agents to cooperate upon request of the Indemnifying Party, in the defense or prosecution of the Third Party Claim, including by furnishing such records, information and testimony and attending such conferences, discovery proceedings, hearings, trials or appeals as may reasonably be requested by the Indemnifying Party. The Indemnified Party shall have the right to join in (including the right to conduct discovery, interview and examine witnesses and participate in all settlement conferences), but not control, at its own expense, the defense of any Third Party Claim that the other Party is defending as provided in this Agreement.

9.4.3. **Settlement**. Neither the Indemnifying Party nor the Indemnified Party shall enter into any compromise or settlement of a Third Party Claim for which the right to indemnification hereunder has been asserted without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided that the Indemnifying Party may, without the Indemnified Party's prior written consent, agree or consent to any settlement or other resolution of such Third Party Claim which requires solely money damages paid by the Indemnifying Party, and which includes as an unconditional term thereof the giving by such claimant or plaintiff to the Indemnified Party of a release from all liability in respect of such Third Party Claim. Each of the Indemnifying Party and the Indemnified Party shall not make any admission of liability in respect of any Third Party Claim without the prior written consent of the other Party, and the Indemnified Party shall use reasonable efforts to mitigate Liabilities arising from such Third Party Claim.

9.5. **Insurance**. Each Party shall obtain and maintain, during the Term, commercial general liability insurance, including products liability insurance, with reputable and financially secure insurance carriers (or pursuant to a program of self-insurance reasonably satisfactory to the other Party) to cover its indemnification obligations under Section 9.2 or Section 9.3 hereof with respect to bodily injury (including death) and

damage to property, as applicable, in each case with limits of not less than $3,000,000 per occurrence and in the aggregate. Insurance (other than permitted self-insurance) shall be procured with carriers having an A.M. Best Rating of A-VII or better. Any indemnification payment hereunder shall be made net of any insurance proceeds which the Indemnified Party is entitled to recover; provided, however, that if, following the payment to the Indemnified Party of any amount under this Article 9, such Indemnified Party becomes entitled to recover any insurance proceeds in respect of the claim for which such indemnification payment was made, the Indemnified Party shall promptly pay an amount equal to the amount of such proceeds (but not exceeding the amount of such indemnification payment) to the Indemnifying Party.

10. MISCELLANEOUS.

10.1. **Assignment**. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that such consent shall not be required in connection with any assignment of this Agreement to an Affiliate of the assigned Party, or to a Third Party in connection with the transfer or sale of the business to which this Agreement relates, or to any successor Person resulting from any merger or consolidation of such Party with or into such Person, provided that the assignee shall have agreed in writing to assume all of the assignor's obligations hereunder, and provided, further, that the other Party shall be notified promptly after such assignment has been effected. This Agreement shall be binding upon the successors and permitted assigns of the Parties and the name of a Party appearing herein shall be deemed to include the names of such Party's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement. Any purported assignment not in accordance with this Section 10.1 shall be null and void.

10.2. **Further Actions**. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of the Agreement.

10.3. **Force Majeure**. Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by *force majeure* (defined below) and the nonperforming Party promptly provides notice of the prevention to the other Party. Such excuse shall be continued so long as the condition constituting *force majeure* continues and the nonperforming Party takes Commercially Reasonable Efforts to resume performance. For purposes of this Agreement, "*force majeure*" shall include conditions beyond the control of the Parties, including an act of God, voluntary or involuntary compliance with any Applicable Law or order of any government, war, act of terror, civil commotion, labor strike or lock-out, epidemic, failure or default of public utilities or common carriers, or destruction of production facilities or materials by fire, earthquake, storm or like catastrophe.

10.4. **Notices**. Any notice or notification required or permitted to be provided pursuant to the terms and conditions of this Agreement (including any notice of *force majeure*, breach, termination, change of address, etc.) shall be in writing and shall be deemed given upon receipt if delivered personally or by facsimile transmission (receipt verified), five (5) Business Days after deposited in the mail if mailed by certified mail (return receipt requested) postage prepaid, or on the next Business Day if sent by overnight delivery using a nationally recognized express courier service and specifying next Business Day delivery (receipt verified), to the Parties at the following addresses or facsimile numbers (or at such other address or facsimile number for a Party as shall be specified by like notice, provided, however, that notices of a change of address shall be effective only upon receipt thereof):

All correspondence to ImmunoGen shall be addressed as follows:

ImmunoGen, Inc.
830 Winter Street
Waltham, MA 02451
Attn: Vice President, Business Development

Fax: [***]

All correspondence to CytomX shall be addressed as follows:

CytomX Therapeutics, Inc.
343 Oyster Point Blvd., Suite 100
South San Francisco, CA 94080-7014
Attn: CEO

Fax: (650) 351-0353

To help expedite the other Party's awareness and response, copies of notices may be provided to the other Party by email but must be supplemented by one of the following methods: (a) personal delivery, (b) first class certified mail with return receipt requested, or (c) next-day delivery by major international courier, with confirmation of delivery. Electronic copies may be sent via email to [***] at CytomX and to [***] at ImmunoGen so long as such individuals remain employed by CytomX or ImmunoGen, respectively.

10.5. **Amendment**. No amendment, modification or supplement of any provision of this Agreement shall be valid or effective unless made in writing and signed by a duly authorized officer of the Party to be bound.

10.6. **Waiver**. No provision of this Agreement shall be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving

Party. The waiver by either of the Parties of any breach of any provision hereof by the other Party shall not be construed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself.

10.7. **Severability**. If any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Agreement, as it is the intent of the Parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed substituted therefor such provision as will most nearly carry out the intent of the Parties as expressed in this Agreement to the fullest extent permitted by Applicable Law.

10.8. **Descriptive Headings**. The descriptive headings of this Agreement are for convenience only and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

10.9. **Dispute Resolution**. The Parties recognize that a *bona fide* dispute as to certain matters may arise from time to time during the Term relating to the conduct of the Research Program, Work Plan Activities, either Party's rights or obligations hereunder or otherwise relating to the validity, enforceability or performance of this Agreement, including disputes relating to alleged breach or termination of this Agreement but excluding any disputes relating to Article 6 hereof or disputes relating to the determination of the validity, scope, infringement, enforceability, inventorship or ownership of the Parties' respective Patent Rights (hereinafter, a "**Dispute**"). In the event of the occurrence of any Dispute, the Parties shall follow the following procedures in an attempt to resolve the dispute or disagreement:

10.9.1. The Party claiming that such a Dispute exists shall give notice in writing (a "**Notice of Dispute**") to the other Party of the nature of the Dispute.

10.9.2. Within fourteen (14) days of receipt of a Notice of Dispute, the ImmunoGen Alliance Manager and the CytomX Alliance Manager shall meet in person or by teleconference and exchange written summaries reflecting, in reasonable detail, the nature and extent of the Dispute, and at this meeting they shall use their reasonable endeavors to resolve the Dispute.

10.9.3. If the Alliance Managers are unable to resolve the Dispute during the meeting described in Section 10.9.2 hereof or if for any reason such meeting does not take place within the period specified in Section 10.9.2 hereof, then the Dispute will be referred to the JRC which shall meet no later than forty-five (45) days following the initial receipt of the Notice of Dispute and use reasonable endeavors to resolve the Dispute.

10.9.4. If the JRC is unable to resolve the Dispute during the meeting described in Section 10.9.3 hereof or if for any reason such meeting does not take place within the period specified in Section 10.9.3 hereof, then the Chief Executive Officer of ImmunoGen and the Chief Executive Officer of CytomX shall meet at a mutually agreed-upon time and location for the purpose of resolving such Dispute.

10.9.5. If, within ninety (90) days of initial receipt of the Notice of Dispute, the Dispute has not been resolved, or if, for any reason, the meeting described in Section 10.9.4 hereof has not been held within ninety (90) days of initial receipt of the Notice of Dispute, then the Parties agree that such Dispute shall be finally resolved through binding arbitration to be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, as specifically modified by the provisions of this Section 10.9.5.

(a) Arbitration Panel. The arbitration shall be conducted by a panel of three (3) arbitrators. Within thirty (30) days after the initiation of the arbitration, each Party will nominate one person to act as arbitrator, and the two arbitrators so named will then jointly appoint the third arbitrator within thirty (30) days of their appointment, who will serve as chairman of the panel. All three (3) arbitrators must be independent Third Parties having at least ten (10) years of dispute resolution experience (which may include judicial experience) and/or legal or business experience in the biotech or pharmaceutical industry. If either Party fails to nominate its arbitrator, or if the arbitrators selected by the Parties cannot agree on a person to be named as chairman within such thirty (30) day period, JAMS will make the necessary appointments for such arbitrator(s) or the chairman. Once appointed by a Party, such Party shall have no *ex parte* communication with its appointed arbitrator.

(b) Location and Proceedings. The place of arbitration will be in the Borough of Manhattan, City of New York, NY or such other venue as the Parties may mutually agree. The arbitration proceedings and all communications with respect thereto shall be in English. Any written evidence originally in another language will be submitted in English translation accompanied by the original or a true copy thereof. The arbitrators have the power to decide all matters in Dispute, including any questions of whether or not such matters are subject to arbitration hereunder. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1 *et seq.*, and judgment upon the award rendered by the arbitrators may be entered in any court having competent jurisdiction thereof.

(c) Limitation on Awards. The arbitrators shall have no authority to award any special, indirect, incidental, consequential, punitive, exemplary or other similar damages. Each Party shall bear its own costs and expenses (including attorneys' fees and expert or consulting fees) incurred in connection with the arbitration. The Parties shall equally (50/50) share the arbitrators' fees and other administrative costs and expenses associated with the arbitration.

(d) Confidentiality. The existence, content and results of any arbitration proceedings pursuant to this Section 10.9.5 shall be deemed the Confidential Information of both Parties.

10.9.6. Notwithstanding any provision of this Agreement to the contrary, either Party may immediately initiate litigation in any court of competent jurisdiction seeking any remedy at law or in equity, including the issuance of a preliminary, temporary or permanent injunction, to preserve or enforce its rights under this Agreement.

10.10. **Patent Disputes and Disputes Relating to Article 6**.

10.10.1. Inventorship. Any dispute, controversy or claim between the Parties involving the inventorship of any Program Technology that is not resolved by mutual agreement of the Party's respective chief patent counsels (or persons with similar responsibilities) within thirty (30) days after the date the dispute is raised by one or both of the Parties shall be submitted to an Independent Patent Counsel for resolution. Such Independent Patent Counsel's determination of inventorship, absent manifest error, shall be final and binding on the Parties; provided, however, that any such determination with respect to a patent application shall not preclude either Party from disputing inventorship with respect to any patents issuing from such patent application, which disputes shall be resolved in accordance with this Section. The Parties shall equally (50/50) share the Independent Patent Counsel fees and expenses related to his determination of inventorship.

10.10.2. Other Patent Disputes. Any dispute, controversy or claim between the Parties that involves the validity, scope, infringement, enforceability or ownership of the Parties' respective Patent Rights (a) that are pending or issued in the United States shall be subject to actions before the United States Patent and Trademark Office and/or submitted exclusively to the federal court located in the jurisdiction where the Party whose Patent Rights are the subject to such dispute, controversy or claim resides (provided that if such Party does not reside in the United States, venue shall be the jurisdiction where such Party's principal U.S. Affiliate resides) and (b) that are pending or issued in any other country (or region) shall be brought before an appropriate regulatory or administrative body or court in that country (or region), and the Parties hereby consent to jurisdiction and venue in such courts and bodies.

10.10.3. Disputes Relating to Article 6. Any dispute, controversy or claim between the Parties that relates to the enforcement of Article 6 hereof shall be subject to action in any court of competent jurisdiction.

10.11. **Governing Law**. This Agreement, and all claims arising under or in connection therewith, shall be governed by and interpreted in accordance with the substantive laws of the State of New York, without regard to conflict of law principles thereof.

10.12. **Entire Agreement**. This Agreement, including its Exhibits and Schedules, constitutes and contains the complete, final and exclusive understanding and agreement of the Parties and cancels and supersedes any and all prior negotiations, correspondence, understandings and agreements, whether oral or written, between the Parties respecting the subject matter hereof and thereof, including the Confidentiality Agreement.

10.13. **Purpose and Scope**. The Parties understand and agree that this Agreement is limited to the activities, rights and obligations as expressly set forth herein. Nothing herein contained shall be deemed to create an employment, agency, joint venture or partnership relationship between the Parties hereto or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.

10.14. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be an original and both of which shall constitute together the same document. Counterparts may be signed and delivered by facsimile or PDF file, each of which shall be binding when received by the applicable Party.

10.15. **No Third Party Rights or Obligations**. Except as set forth in Article 9 hereof, no provision of this Agreement shall be deemed or construed in any way to result in the creation of any rights or obligation in any Person not a Party to this Agreement. However, either Party may decide, in its sole discretion, to use one or more of its Affiliates to perform its obligations and duties hereunder, provided that such Party shall remain liable hereunder for the performance by any such Affiliates of any such obligations.

10.16. **Interpretation**. The Parties hereto acknowledge and agree that: (a) each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (c) the terms and provisions of this Agreement shall

be construed fairly as to each Party hereto and not in a favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement. In addition, unless the context otherwise requires, wherever used in this Agreement: (i) the singular shall include the plural, the plural the singular; (ii) the use of any gender shall be applicable to all genders; (iii) the word "or" is used in the inclusive sense (and/or); (iv) the words "include" or "including" shall be construed as incorporating, also, "but not limited to" or "without limitation" (irrespective of whether the words are used in the applicable instance); (v) the words "hereof," "herein," "hereby" and derivative or similar words refer to this Agreement as a whole and not to any particular provision of this Agreement; and (vi) all references to "will" are interchangeable with the word "shall" and shall be understood to be imperative or mandatory in nature.

[The remainder of this page has been intentionally left blank. The signature page follows.]

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

IN WITNESS WHEREOF, duly authorized representatives of the Parties have duly executed this Agreement to be effective as of the Effective Date.

IMMUNOGEN, INC.	CYTOMX THERAPEUTICS, INC.
By: /s/ Peter Williams	By: /s/ Sean McCarthy
Name: Peter Williams	Name: Sean McCarthy
Title: Vice President, Business Development	Title: CEO
Date: January 8, 2014	Date:

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

EXHIBIT A

CytomX Research Program Target

**

[***] UniProtKB/Swiss Prot [***] UniProtKB/Swiss Prot [***] for purposes of this Agreement only to the extent that the Agreement Probody incorporated into the CytomX Agreement PDC [***]

ImmunoGen Research Program Targets

[***] UniProtKB/Swiss Prot [***] UniProtKB/Swiss Prot [***]

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

EXHIBIT B

Form of Joint Press Release

[See Attached

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

IMMUNOGEN, INC.
830 Winter Street, Waltham, MA 02451-1477 TEL: (781) 895-0600 FAX: (781) 895-0611

Contacts for CytomX:

For Investors:
Monique Allaire
Pure Communications, Inc.
781-631-0759
Monique@purecommunicationsinc.com

For Media:
Kathryn Cook
Pure Communications, Inc.
910-509-3976
Kathryn@purecommunicationsinc.com

Contacts for ImmunoGen, Inc.:

For Investors:
Carol Hausner
Executive Director, Investor Relations
and Corporate Communications
ImmunoGen, Inc.
781-895-0600
info@immunogen.com

For Media:
Barbara Yates
The Yates Network
781-258-6153

CytomX Therapeutics and ImmunoGen, Inc. Announce Strategic Collaboration to Develop Probody-Drug Conjugates Against Cancer Targets

– Collaboration enables creation of PDCs using CytomX's Probody Platform and ImmunoGen's ADC technology –

SOUTH SAN FRANCISCO, CA, and **WALTHAM, MA, January 9, 2014** – CytomX Therapeutics, the Probody™ therapeutics company, and ImmunoGen, Inc. (NASDAQ: IMGN), a biotechnology company that develops targeted anticancer therapies using its validated, industry-leading antibody-drug conjugate (ADC) technology, today announced a multi-year, strategic collaboration to develop Probody-drug conjugate (PDC) therapies for the treatment of cancer. Probodies are a potentially disruptive class of antibody therapeutics that may further broaden the opportunities for ADCs by localizing therapeutic activity to the tumor microenvironment.

Under the terms of the agreement, the companies will collaborate to develop PDCs against a defined number of targets. This collaboration brings together CytomX's proprietary antibody masking technology and tumor-selective protease substrates with ImmunoGen's highly potent ADC cell-killing agents and engineered linkers.

Each company retains full development control of PDC compounds resulting from its target selection and is responsible for preclinical and clinical testing, manufacturing, and commercialization. Each company is entitled to potentially receive clinical and post-approval milestone payments from the other company, as well as royalties on the sales of any marketed products resulting from this collaboration.

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

“This strategic collaboration with ImmunoGen is designed to allow each company to build pipeline value by capitalizing on the best of both technology platforms,” said Sean McCarthy, D.Phil., chief executive officer of CytomX. “By combining our Probody technology with ImmunoGen’s world class linker-payload capabilities we will accelerate towards our vision of bringing safer, more effective therapies to patients.”

“ImmunoGen is committed to developing better therapies for the treatment of patients with cancer,” commented John Lambert, PhD, EVP and Chief Scientific Officer. “We believe using our state-of-the-art ADC technology with CytomX’s highly promising Probody Platform will enable us to develop therapies particularly well-suited for certain challenging cancers.”

CytomX’s Probodies are masked monoclonal antibodies that are designed to remain inert in healthy tissue but be activated specifically in the disease microenvironment. Through precise targeting of the disease microenvironment, Probodies have the potential to address diseases in ways that have not been possible to-date, enabling a new level of tissue targeting, selectivity and activation.

ImmunoGen’s ADC technology is used in Roche’s Kadcyla® and in multiple other ADC compounds now in clinical and preclinical testing. It includes highly potent cancer-cell killing agents developed specifically for targeted delivery to cancer cells using monoclonal antibodies, and linkers engineered to keep the agent attached to the antibody in the blood steam and control its release and activation inside a cancer cell.

About CytomX

CytomX Therapeutics, the Probody™ therapeutics company, is dedicated to transforming lives with safer, more effective therapies. CytomX’s Probody Platform represents a disruptive approach to discovering and developing the next generation of antibody therapeutics and is enabling the development of a diversified pipeline in major unmet medical needs including cancer and inflammation. CytomX is led by a seasoned and proven management team and is financed by leading life science investors including Third Rock Ventures, Canaan Partners and the Roche Venture Fund. For more information, please visit www.cytomx.com.

About ImmunoGen, Inc.

ImmunoGen, Inc. develops targeted anticancer therapeutics. The Company’s ADC technology uses a tumor-targeting engineered antibody to deliver one of ImmunoGen’s highly potent cancer-cell killing agents specifically to tumor cells; the Company has also developed antibodies with anticancer activity of their own. The most advanced compound with ImmunoGen’s ADC technology is Roche’s Kadcyla®, which is marketed in the US by Genentech and is also gaining approvals internationally. Additional compounds are in clinical testing by ImmunoGen and through the Company’s partnerships with Amgen, Bayer HealthCare, Biotest and Sanofi. More information about ImmunoGen can be found at www.immunogen.com.

Kadcyla® is a registered trademark of Genentech, Inc., a member of the Roche Group.

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

This press release includes forward-looking statements. For these statements, ImmunoGen claims the protection of the safe harbor for forward-looking statements provided by the Private Securities Litigation Reform Act of 1995. It should be noted that there are risks and uncertainties related to the development of novel anticancer products, including PDCs. A review of these risks can be found in ImmunoGen's Annual Report on Form 10-K for the fiscal year ended June 30, 2013 and other reports filed with the Securities and Exchange Commission. ###

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

EXHIBIT C

Form of CytomX License Agreement

[See Attached

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Exhibit C

LICENSE AGREEMENT

BETWEEN

CYTOMX THERAPEUTICS, INC.

AND

IMMUNOGEN, INC.

, 201

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

TABLE OF CONTENTS

			Page
1.	DEFINITIONS		1
2.	PRODUCT DEVELOPMENT, MANUFACTURING AND COMMERCIALIZATION		21
	2.1.	**General**	21
	2.2.	**Development Diligence**	21
	2.3.	**Joint Development Committee**	23
	2.4.	**Alliance Managers**	24
	2.5.	**Updates and Reports; Product Recalls**	25
	2.6.	**Transfer and Use of Proprietary Materials**	26
	2.7.	**Services**	27
3.	LICENSE GRANTS		28
	3.1.	**License Grants**	28
	3.2.	**Retained Rights and Covenants**	29
	3.3.	**License to CytomX TAP Platform Improvements**	29
	3.4.	**Section 365(n) of Bankruptcy Code**	30
	3.5.	**No Implied Rights**	30
4.	PAYMENTS		30
	4.1.	**Milestone Payments**	30
	4.2.	**Royalties**	32
	4.3.	**Reports and Payments**	37
	4.4.	**Maintenance of Records; Audits**	39

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

5.	INTELLECTUAL PROPERTY		40
	5.1.	**Inventions**	40
	5.2.	**Filing, Prosecution and Maintenance of Patent Rights**	41
	5.3.	**Joint Research Agreement**	44
	5.4.	**Enforcement of Patent Rights**	44
	5.5.	**Response to Biosimilar Applicants**	48
	5.6.	**Interference, Opposition, Revocation and Declaratory Judgment Actions**	53
	5.7.	**Infringement of Third Party Patent Rights**	54
6.	CONFIDENTIALITY		54
	6.1.	**Confidentiality**	54
	6.2.	**Authorized Disclosure**	54
	6.3.	**Public Announcements; Publications**	56
7.	REPRESENTATIONS AND WARRANTIES		58
	7.1.	**Mutual Representations and Warranties**	58
	7.2.	**Representations and Warranties of ImmunoGen**	58
	7.3.	**Government Approvals**	59
	7.4.	**Further Covenants**	59
	7.5.	**Representation by Legal Counsel**	60
	7.6.	**Warranty Disclaimers**	60
8.	TERM AND TERMINATION		60
	8.1.	**Term**	60
	8.2.	**Voluntary Termination by CytomX**	60
	8.3.	**Termination by Either Party for Cause**	61

8.4. **Termination on Insolvency** 61
8.5. **Termination for Material Breach of the Research Collaboration Agreement by CytomX** 61
8.6. **Effects of Expiration or Termination** 61
8.7. **Disposition of Inventories of Products** 63
8.8. **Remedies** 63
8.9. **Survival of Certain Obligations** 63
9. LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE 64
9.1. **No Consequential Damages** 64
9.2. **Indemnification by ImmunoGen** 64
9.3. **Indemnification by CytomX** 65
9.4. **Procedure** 65
9.5. **Insurance** 66
10. MISCELLANEOUS 67
10.1. **Assignment** 67
10.2. **Further Actions** 67
10.3. **Force Majeure** 67
10.4. **Notices** 68
10.5. **Amendment** 68
10.6. **Waiver** 68
10.7. **Severability** 68
10.8. **Descriptive Headings** 69
10.9. **Dispute Resolution** 69

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

10.10.	**Patent Disputes and Disputes Relating to Article 6**	71
10.11.	**Governing Law**	72
10.12.	**Entire Agreement**	72
10.13.	**Purpose and Scope**	72
10.14.	**Counterparts**	72
10.15.	**No Third Party Rights or Obligations**	72
10.16.	**Interpretation**	72

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

EXHIBITS

Exhibit A – Licensed Target

Exhibit B – Royalty Rate Reduction Methodology

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

LICENSE AGREEMENT

This Research Collaboration and License Agreement (the "**Agreement**") is entered into as of [1] (the "**Effective Date**"), by and between **CytomX Therapeutics, Inc.**, a corporation organized and existing under the laws of Delaware and having a place of business at 343 Oyster Point Blvd., Suite 100, South San Francisco, California, 94080 United States ("**CytomX**") and **ImmunoGen, Inc.**, a corporation organized and existing under the laws of Massachusetts and having a place of business at 830 Winter Street, Waltham, Massachusetts, 02451 ("**ImmunoGen**"). CytomX and ImmunoGen may each be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the Parties have entered into a Research Collaboration Agreement, pursuant to which, among other things, ImmunoGen granted to CytomX the right to obtain a license to certain Know-How and related Patent Rights owned or Controlled by ImmunoGen with respect to certain Targets; and

WHEREAS, pursuant to the Research Collaboration Agreement, CytomX has exercised the CytomX Option (as defined in the Research Collaboration Agreement), pursuant to which the Parties have agreed to enter into this Agreement setting forth the terms and conditions of an exclusive license from ImmunoGen to CytomX with respect to the Licensed Target.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS.

When used in this Agreement, the following capitalized terms shall have the meanings set forth in this Article 1.

1.1. "**ADC**" means a compound that incorporates, is comprised of or is otherwise derived from an Antibody conjugated to a Payload using a Linker, other than a PDC.

1.2. "**Affiliate**" means, with respect to any Person, any other Person that controls, is controlled by or is under common control with such Person. A Person shall be regarded as in control of another entity if it owns or controls at least fifty percent (50%) of the equity securities of the subject entity entitled to vote in the election of directors (or, in the

[1] Insert date of receipt by ImmunoGen of Option Exercise Notice with respect to the Licensed Target.

case of an entity that is not a corporation, for the election of the corresponding managing authority), provided, however, that the term "Affiliate" shall not include subsidiaries or other entities in which a Party or its Affiliates owns a majority of the ordinary voting power necessary to elect a majority of the board of directors or other managing authority, but is restricted from electing such majority by contract or otherwise, until such time as such restrictions are no longer in effect. A Person shall be deemed an Affiliate only so long as it satisfies the foregoing definition.

1.3. "**Alliance Manager**" is defined in Section 2.4 hereof.

1.4. "**Annual Maintenance Fees**" is defined in Section 2.2.1 hereof.

1.5. "**Annual Net Sales**" means, with respect to any Licensed Product in a Calendar Year during the applicable Royalty Term for such Licensed Product, the aggregate Net Sales by a Party, its Affiliates and its Sublicensees from the sale of such Licensed Product in the Territory during such Calendar Year.

1.6. "**Antibody**" means a molecule which comprises or contains: (a) one or more immunoglobulin variable domains; or (b) fragments, variants, modifications or derivatives of such immunoglobulin variable domains irrespective of origin or source, including but not limited to antigen binding portions including Fab, Fab', F(ab')2, Fv, dAb and CDR fragments, single chain antibodies (scFv), chimeric antibodies, monospecific antibodies, diabodies and polypeptides (including humanized versions thereof) that contain at least a portion of an immunoglobulin that is sufficient to confer specific antigen binding to the polypeptide. For clarity, as used in this Agreement, the term "Antibody" shall not include Probodies or PDCs.

1.7. "**Applicable Law**" means the laws, statutes, rules, regulations, guidelines, or other requirements that may be in effect from time to time and apply to a particular activity contemplated hereby, including any such laws, statutes, rules, regulations, guidelines or other requirements of the FDA or the EMA or any applicable securities regulatory authorities or national securities exchanges or securities listing organizations.

1.8. "**Applicant**" is defined in Section 5.5.2 hereof.

1.9. "**Applicant Response**" is defined in Section 5.5.3(b) hereof.

1.10. "**Bankruptcy Code**" is defined in Section 3.4 hereof.

1.11. "**Baseline Net Sales**" is defined in Section 1.94 hereof.

1.12. "**Binding Obligation**" means, with respect to a Party (a) any oral or written agreement or arrangement that binds or legally affects such Party's operations or property,

including any assignment, license agreement, loan agreement, guaranty, or financing agreement; (b) the provisions of such Party's charter, bylaws or other organizational documents or (c) any order, writ, injunction, decree or judgment of any court or Governmental Authority entered against such Party or by which any of such Party's operations or property are bound.

1.13. "**Biosimilar Application**" means an application submitted to the FDA under subsection (k) of the PHSA or a similar application submitted under a similar regulatory scheme to another Regulatory Authority.

1.14. "**BLA"** means a Biologics License Application (as that term is used in Title 21 of the United States Code of Federal Regulations) filed with the FDA seeking Regulatory Approval to market and sell any Licensed Product in the United States for a particular indication.

1.15. "**BPCIA**" means the Biologics Price Competition and Innovation Act of 2009.

1.16. "**Business Day**" means a day other than a Saturday, a Sunday or other day on which banking institutions in Boston, Massachusetts or San Francisco, California are required to be closed or are actually closed with legal authorization.

1.17. "**Calendar Quarter**" means the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 or December 31, for so long as this Agreement is in effect.

1.18. "**Calendar Year**" means each successive period of twelve (12) calendar months commencing on January 1 and ending on December 31.

1.19. "**Challenge**" means any challenge to the patentability, validity, or enforceability of any of the Licensed Patent Rights, including without limitation: (a) filing a declaratory judgment action in which any of the Licensed Patent Rights is alleged to be invalid or unenforceable; (b) citing prior art pursuant to 35 U.S.C. §122 or §301, filing a request for re-examination of any of the Licensed Patent Rights pursuant to 35 U.S.C. §302 or §311, filing a petition to request an *inter partes* review of the Licensed Patent Rights pursuant to 35 U.S.C. §311, or filing a petition to request a post-grant review of the Licensed Patent Rights pursuant to 35 U.S.C. §321; or (c) filing or commencing any re-examination, opposition, cancellation, nullity or similar proceeding against any of the Licensed Patent Rights in any country.

1.20. "**Challenge Jurisdiction**" is defined in Section 4.2.3(d) hereof.

1.21. "**Challenged Patent Rights**" is defined in Section 4.2.3(d) hereof.

1.22. "**Challenge-Related Royalty Increase**" is defined in Section 4.2.3 (d) hereof.

1.23. "**Clawback Amount**" is defined in Section 4.2.3(d) hereof.

1.24. "**Combination**" is defined in Section 1.104 hereof.

1.25. "**Commercialization**" or "**Commercialize**" means activities with respect to a Licensed Product relating to commercialization in the Field in the Territory, including pre-launch and launch activities, pricing and reimbursement activities, marketing, promoting, detailing, distributing, offering for sale and selling such Licensed Product, importing and exporting such Licensed Product for sale, conducting post-marketing human clinical trials, reporting of adverse events in patients and interacting with Regulatory Authorities regarding any of the foregoing. Commercialization shall not include any activities related to Manufacturing or Development. When used as a verb, "Commercialize" means to engage in Commercialization and "Commercialized" has a corresponding meaning.

1.26. "**Commercially Reasonable Efforts**" means, with respect to the efforts to be expended by a Party with respect to any objective, those reasonable, good faith efforts to accomplish such objective as such Party would normally use to accomplish a similar objective under similar circumstances. With respect to any efforts relating to the Development of a Licensed Product by CytomX, generally or with respect to any particular country in the Territory, CytomX will be deemed to have exercised Commercially Reasonable Efforts if it has exercised those efforts normally used by CytomX, in the relevant country, with respect to a compound, product or product candidate, as applicable, owned or Controlled by CytomX, or to which CytomX has similar rights, which compound, product or product candidate is of similar market potential in such country, and is at a similar stage in its development or product life cycle as the Licensed Product, taking into account all relevant factors in effect at the time such efforts are to be expended. It is expressly understood that, so long as this Agreement may be terminated by CytomX for convenience pursuant to Section 8.2 hereof, ceasing the Development of a Licensed Product shall be deemed to be inconsistent with Commercially Reasonable Efforts. Further, to the extent that the performance of CytomX's obligations hereunder is adversely affected by ImmunoGen's failure to perform its obligations hereunder, the impact of such performance failure will be taken into account in determining whether CytomX has used its Commercially Reasonable Efforts to perform any such affected obligations.

1.27. "**Confidential Information**" of a Party means (a) with respect to CytomX, the identity of the Licensed Target, and (b) with respect to each Party, all Know-How or other information, including proprietary information and materials (whether or not patentable) regarding such Party's technology, products, business or objectives, that is communicated in any way or form by or on behalf of such Party (in such capacity, the

"**Disclosing Party**") to the other Party (in such capacity, the "**Receiving Party**") or to any of the Receiving Party's or its Affiliates' employees, consultants or subcontractors (collectively, "**Representatives**"), either prior to or after the Effective Date of this Agreement (including any information disclosed pursuant to the Confidentiality Agreement), and whether or not such Know-How or other information is identified as confidential at the time of disclosure. The terms and conditions of this Agreement shall be deemed to be the Confidential Information of each Party. Confidential Information within the CytomX Program Technology shall be deemed to be the Confidential Information of CytomX. Confidential Information within the ImmunoGen Program Technology shall be deemed to be the Confidential Information of ImmunoGen. Confidential Information within the Joint Program Technology shall be deemed to be the Confidential Information of each Party. Certain other information is designated as Confidential Information throughout this Agreement and is included in this definition.

1.28. "**Confidentiality Agreement**" means that certain Mutual Confidential Disclosure Agreement between the Parties effective as of March 21, 2013.

1.29. "**Conjugation Probody Platform Improvements**" has the meaning ascribed to such term in the Research Collaboration Agreement.

1.30. "**Control**" or "**Controlled**" means, with respect to any (a) item of information, including Know-How, (b) intellectual property right, or (c) Proprietary Material, the possession (whether by ownership interest or license, other than pursuant to this Agreement) by a Party of the ability to grant to the other Party access to or a license under such item, right or material, as provided herein, without violating the terms of any agreement or other arrangements with any Third Party.

1.31. "**Covered Results**" is defined in Section 6.3.2 hereof.

1.32. "**Cover(s)**" is defined in Section 4.2.3(b)(iii) hereof.

1.33. "**CytomX Accounting Standards**" means GAAP, as generally and consistently applied throughout CytomX's organization. Beginning upon the First Commercial Sale of a Licensed Product and thereafter during the Term as long as CytomX has an obligation to pay royalties under Section 4.2 hereof, CytomX shall promptly notify ImmunoGen in the event it changes the accounting principles pursuant to which its records are maintained, it being understood and agreed that only internationally recognized accounting principles may be used (*e.g.*, GAAP, IFRS (International Financial Reporting Standards), etc.).

1.34. "**CytomX Indemnified Party**" is defined in Section 9.2 hereof.

1.35. "**CytomX Program Technology**" means any Program Technology (other than Joint Program Technology) the inventors of which (alone or with others) are employees of, or others obligated to assign inventions to, CytomX or any of its Affiliates, Sublicensees or Permitted Third Party Service Providers.

1.36. "**CytomX Proprietary Materials**" means biological materials (including any Probodies, Masks or Substrates) and other tangible research materials Controlled by CytomX and provided by CytomX to ImmunoGen under this Agreement.

1.37. "**CytomX Response**" is defined in Section 5.5.3(c) hereof.

1.38. "**CytomX Standard Exchange Rate Methodology**" means, with respect to amounts invoiced in U.S. Dollars, all such amounts shall be expressed in U.S. Dollars. With respect to amounts invoiced in a currency other than U.S. Dollars, all such amounts shall be expressed both in the currency in which the amount was invoiced and in the U.S. Dollar equivalent. The U.S. Dollar equivalent shall be calculated using CytomX's then-current standard exchange rate methodology, which is in accordance with the CytomX Accounting Standards applied in its external reporting for the conversion of foreign currency sales into U.S. Dollars or, in the case of Sublicensees, such similar methodology, consistently applied.

1.39. "**CytomX TAP Platform Improvements**" means any TAP Platform Improvement (other than a Joint TAP Platform Improvements) the inventors of which (alone or with others) are employees of, or others obligated to assign inventions to, CytomX or any of its Affiliates, Sublicensees or Permitted Third Party Service Providers pursuant to the Development, Manufacture, use and Commercialization of any Licensed Product.

1.40. "**CytomX Technology**" means any Patent Right, Know-How or other intellectual property right that is Controlled by CytomX or any Affiliate of CytomX or that comes into the Control of CytomX at any time during the Term of this Agreement and is actually used by CytomX in Developing Licensed Products under this Agreement or is otherwise necessary for Developing, Manufacturing, using or Commercializing Licensed Products and that claims, covers or is specifically directed to the composition of, or any method of using or method of making or any Tools for Developing, any Probody, Mask or Substrate.

1.41. "**Cytotoxic Compound**" means [***] Compounds and [***] Compounds.

1.42. "**Deemed Royalty Portion**" is defined in Section 5.4.2(g)(iii) hereof.

1.43. "**Develop**" or "**Development**" means, with respect to a Licensed Product, all pre-clinical, non-clinical and clinical research and drug development activities with respect to

such Licensed Product relating to research and development in connection with seeking, obtaining or maintaining any Regulatory Approval for such Licensed Product, including research, toxicology, pharmacology and other similar efforts, test method development and stability testing, manufacturing process development, formulation development, delivery system development, quality assurance and quality control development, statistical analysis, clinical studies (including pre- and post-approval studies), development of diagnostic assays in connection with clinical studies, and all activities directed to obtaining any Regulatory Approval, including any marketing, pricing or reimbursement approval. When used as a verb, "Develop" means to engage in Development and "Developed" has a corresponding meaning.

1.44. "**Development Milestone**" is defined in Section 4.1.1 hereof.

1.45. "**Development Milestone Payment**" is defined in Section 4.1.1 hereof.

1.46. "**Diligence Obligation**" is defined in Section 2.2.2 hereof.

1.47. "**Disclosing Party**" is defined in Section 1.27 hereof.

1.48. "**Disclosure Letter**" is defined in Section 7.2 hereof.

1.49. "**Dispute**" is defined in Section 10.9 hereof.

1.50. "**Effective Date**" is defined in the introduction to this Agreement.

1.51. "**EMA**" means the European Medicines Agency, or any successor agency thereto.

1.52. "**Field**" means all human therapeutic, prophylactic and diagnostic uses.

1.53. "**FD&C Act**" means the United States Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301 et seq.), as amended, and the rules and regulations promulgated thereunder.

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

1.55. "**First Commercial Sale**" means, with respect to any Licensed Product and any country of the world, the first sale of such Licensed Product under this Agreement by CytomX, its Affiliates or its Sublicensees to a Third Party in such country, after such Licensed Product has been granted Regulatory Marketing Approval by the competent Regulatory Authorities in such country or, if no such Regulatory Marketing Approval or similar approval is required, the date on which such Licensed Product is first commercially launched in such country. The foregoing notwithstanding, "First Commercial Sale" shall not include: (a) any distribution or other sale solely for so-called treatment investigational new drug sales, named patient sales, compassionate or

emergency use sales or pre-approval sales, in each case provided that such Licensed Product is distributed without charge or sold at or below cost; (b) intercompany transfers to Affiliates of CytomX; nor (c) other similar non-commercial uses, provided that in each case under this clause (c) such Licensed Product is distributed without charge or sold at or below cost.

1.56. **"GAAP"** means United States generally accepted accounting principles, consistently applied.

1.57. "**Generic Equivalent**" means, with respect to any Licensed Product in a given country, any biopharmaceutical product that is sold by a Third Party that is not a Sublicensee of CytomX or its Affiliates and such Third Party product (a) contains both (i) an Antibody or Probody that specifically binds to the Licensed Target, and (ii) the same Linker and Cytotoxic Compound as the relevant Licensed Product, or (b) (i) has been licensed as a biosimilar or interchangeable biological product by FDA pursuant to Section 351(k) of the PHSA or any subsequent or superseding law, statute or regulation, (ii) has been licensed as a similar biological medicinal product by the European Medicines Agency pursuant to Directive 2001/83/EC, as may be amended, or any subsequent or superseding law, statute or regulation, or (iii) has otherwise achieved analogous regulatory marketing approval in reliance on the prior approval of the Licensed Product from another applicable Regulatory Authority where in the case of each of subclauses (i), (ii) or (iii) of clause (b) above, the Licensed Product is the reference product for purposes of determining (bio)similarity or interchangeability of the Third Party product.

1.58. "**Governmental Authority**" means any court, agency, department, authority or other instrumentality of any national, state, county, city or other political subdivision.

1.59. "**[***] Compounds**" means [***], including, without limitation, all analogs, variants, fragments or derivatives of any of the foregoing, in each case owned or Controlled by ImmunoGen.

1.60. "**Immediate Patent Infringement Action**" means an immediate patent infringement action pursuant to Section 351(1)(6) of the PHSA.

1.61. **[Reserved]**

1.62. "**ImmunoGen Indemnified Party**" is defined in Section 9.3 hereof.

1.63. **[Reserved]**

1.64. "**ImmunoGen Program Technology**" means any Program Technology (other than Joint Program Technology) the inventors of which are employees, agents or

independent contractors of ImmunoGen or any of its Affiliates. Anything contained in this Agreement to the contrary notwithstanding, any and all ImmunoGen Program Technology that is necessary or useful for Developing, Manufacturing, using or Commercializing Licensed Products and that claims, covers or is specifically directed to the composition of, or any method of using or method of making any Licensed Product, Linker or Cytotoxic Compound comprised in a Licensed Product shall be included in the Licensed Intellectual Property.

1.65. "**ImmunoGen Proprietary Antibody Rights**" means all Know-How (and associated Patent Rights) owned or Controlled by ImmunoGen during the Term constituting or claiming (a) the composition of matter or method of use of, or method of making, an Antibody that was generated or in-licensed by ImmunoGen, whether or not patentable (an "**ImmunoGen Proprietary Antibody**"), or (b) the composition of matter or method of use of, or method of making an ADC where the Antibody is an ImmunoGen Proprietary Antibody. For purposes of clarity, "ImmunoGen Proprietary Antibody Rights" does not include any Program Technology that relates to Probodies Targeting the Licensed Target or any Patent Rights claiming such Program Technology.

1.66. "**ImmunoGen Proprietary Materials**" means any chemical (including any Cytotoxic Compounds), biological (including any Antibodies) and other tangible research materials Controlled by ImmunoGen and provided by ImmunoGen to CytomX under this Agreement. Subject to the last sentence of this definition, any mutant, derivative, progeny or improvement of ImmunoGen Proprietary Materials shall be considered to be ImmunoGen Proprietary Materials. Without limiting the generality of the foregoing, any [***] furnished by ImmunoGen to CytomX or any of its Affiliates, Sublicensees or Permitted Third Party Service Providers, including, without limitation any samples, cultures or cell banks derived directly or indirectly from any [***] derivative, [***] or improvement thereof (collectively, the "[***]"), shall be deemed to be ImmunoGen Proprietary Materials and included within the Licensed Know-How. Without prejudice to any of ImmunoGen's intellectual property rights in and to [***] Compounds, any tangible [***] Compounds manufactured by or for CytomX or any of its Affiliates, Sublicensees or Permitted Third Party Service Providers using the [***] as a precursor in connection with the Development, Manufacture, use and Commercialization of Licensed Products shall not be deemed to be ImmunoGen Proprietary Materials for purposes of this Agreement.

1.67. "**ImmunoGen Technology Transfer Materials**" means ImmunoGen information (including, without limitation, technical transfer reports) as consistently provided by ImmunoGen to its other licensees of the Licensed Intellectual Property for the purpose of performing process development, manufacturing and clinical development activities with respect to ADCs, Cytotoxic Compounds and Linkers, as applicable, for use by CytomX for the purpose of Developing, Manufacturing and Commercializing Licensed Products,

including: (a) nomenclature, structure and general properties; (b) an example of an ADC manufacturing process, including materials, steps, intermediaries and equipment; (c) an example test panel for controls and characterization and description of methods; (d) information on reference standards and materials; (e) an example of stability data; (f) technical reports on research data for Licensed Products developed by ImmunoGen under the Research Collaboration Agreement; and (g) a list of raw materials (Linkers and Cytotoxic Compounds) and protocols for conjugating Licensed Products.

1.68. **[Reserved]**

1.69. "**Improvement**" is defined in Section 1.141 hereof.

1.70. "**IND**" means an Investigational New Drug Application, as defined in the FD&C Act, that is required to be filed with the FDA before beginning clinical testing of a Licensed Product in human subjects, or an equivalent foreign filing.

1.71. "**Indemnified Party**" is defined in Section 9.4.1 hereof.

1.72. "**Indemnifying Party**" is defined in Section 9.4.1 hereof.

1.73. "**Independent Patent Counsel**" means an outside patent counsel reasonably acceptable to both Parties who (and whose firm) is not at the time of the dispute, and was not at any time during the five (5)-year period preceding the dispute, performing legal services of any nature for either of the Parties or their respective Affiliates (or, in the case of CytomX, its Sublicensees) and which did not, at any time, employ either of the Parties' chief patent counsels (or persons with similar responsibilities).

1.74. "**Infringed Patent List**" is defined in Section 5.5.3(e) hereof.

1.75. "**Infringement**" is defined in Section 5.4.1 hereof.

1.76. "**Insolvency Event**" means the occurrence of any of the following: (a) a case is commenced by or against a Party under applicable bankruptcy, insolvency or similar laws, and is not dismissed within ninety (90) days, (b) a Party files for or is subject to the institution of bankruptcy, reorganization, liquidation, receivership or similar proceedings, (c) a Party assigns all or a substantial portion of its assets for the benefit of creditors, (d) a receiver or custodian is appointed for a Party's business, (e) a substantial portion of a Party's business is subject to attachment or similar process, or (f) anything analogous to any of the events described in the foregoing clauses (a) through (e) occurs under the laws of any applicable jurisdiction.

1.77. "**Joint Conjugation Probody Platform Improvements**" means Conjugation Probody Platform Improvements the inventors of which are jointly (a) employees, agents or independent contractors of CytomX or any of its Affiliates *and* (b) employees, agents or independent contractors of ImmunoGen or any of its Affiliates.

1.78. "**Joint Development Committee**" or "**JDC**" is defined in Section 2.3.1 hereof.

1.79. "**Joint Patent Right**" means any Patent Right comprised in the Joint Program Technology.

1.80. **[Reserved]**

1.81. "**Joint Program Technology**" means any Program Technology (other than Joint TAP Platform Improvements) the inventors of which are jointly (a) employees, agents or independent contractors of CytomX or any of its Affiliates *and* (b) employees, agents or independent contractors of ImmunoGen or any of its Affiliates.

1.82. "**Joint TAP Platform Improvements**" means TAP Platform Improvements the inventors of which are jointly (a) employees, agents or independent contractors of CytomX or any of its Affiliates *and* (b) employees, agents or independent contractors of ImmunoGen or any of its Affiliates.

1.83. "**Joint Unconjugated Probody Platform Improvements**" means Unconjugated Probody Platform Improvements the inventors of which are jointly (a) employees, agents or independent contractors of CytomX or any of its Affiliates *and* (b) employees, agents or independent contractors of ImmunoGen or any of its Affiliates.

1.84. "**Know-How**" means any proprietary invention, discovery, data, information, process, method, technique, material, technology, result or other know-how, whether or not patentable.

1.85. "**Knowledge**" is defined in Section 7.2 hereof.

1.86. "**Liability**" is defined in Section 9.2 hereof.

1.87. "**License Agreement**" has the meaning ascribed to such term in the Research Collaboration Agreement.

1.88. "**Licensed Intellectual Property**" means any Patent Right, Know-How or other intellectual property right that is owned or Controlled by ImmunoGen or any Affiliate of ImmunoGen or that becomes owned or Controlled by ImmunoGen or any of its Affiliates at any time during the Term (including ImmunoGen's one-half interest in Joint Program Technology and Joint TAP Platform Improvements) that is necessary or useful for Developing, Manufacturing, using or Commercializing Licensed Products and that claims, covers or is specifically directed to the composition of, or any method of using or method

of making any Licensed Product, Linker or Cytotoxic Compound comprised in a Licensed Product, provided, however, that Licensed Intellectual Property shall expressly exclude any ImmunoGen Proprietary Antibody Rights.

1.89. "**Licensed Know-How**" means any Know-How comprised in the Licensed Intellectual Property.

1.90. "**Licensed Patent Rights**" means any Patent Rights comprised in the Licensed Intellectual Property.

1.91. "**Licensed Product**" means any product that incorporates, is comprised of, or is otherwise derived from, a Target-Binding Probody conjugated to a Cytotoxic Compound using a Linker.

1.92. "**Licensed Target**" means [***] UniProtKB/Swiss Prot [***] UniProtKB/Swiss Prot [***] but only so long as the Target-Binding Antibody [***]; otherwise, the Licensed Target is only [***][2] [the Target set forth in Exhibit A attached hereto and incorporated herein by reference[3]].

1.93. "**Linker**" means any compound or composition that is useful for linking a cytotoxic or cytostatic moiety, including, without limitation, a Cytotoxic Compound, and a cell-binding moiety, including, without limitation, an Antibody or a Probody, together to form a conjugate of the cytotoxic or cytostatic moiety with the cell-binding moiety.

1.94. "**Loss of Market Exclusivity**" with respect to any Licensed Product in any country, shall be deemed to have occurred only if: (a) one or more Generic Equivalent(s) are being marketed by a Third Party (excluding any Sublicensee) in such country; and (b) Net Sales of such Licensed Product in that country during any Calendar Quarter following introduction of the Generic Equivalent(s) have declined by at least twenty percent (20%) in that country relative to the average quarterly Net Sales of such Licensed Product in such country over the last two (2) Calendar Quarters ending prior to the introduction of such Generic Equivalent(s) (the "**Baseline Net Sales**") and such decline in Net Sales is not primarily attributable to (i) any action of the applicable Regulatory Authority limiting sales of the Licensed Product in such country, (ii) the inability of CytomX or its Affiliates or Sublicensees to supply sufficient quantities of the Licensed Product in such country to meet demand, or (iii) any voluntary or involuntary recall of the Licensed Product in such country; provided that such Loss of Market Exclusivity shall be deemed to exist only for so long as material sales of such Generic Equivalent(s) persist in

2 Insert this provision if CytomX intends to develop a Licensed Product using a Probody that [***].

3 Insert this provision if CytomX intends to develop a Licensed Product using any Probody other than one that [***].

such country. Anything contained in this Agreement to the contrary notwithstanding, a "Loss of Market Exclusivity" shall not be deemed to have occurred if the events described in clauses (a) and (b) of this definition were caused by or result from any act or omission of CytomX (or any of its Affiliates or Sublicensees) determined to have been made negligently or in bad faith in the performance of CytomX's obligations under Section 5.5.3 hereof that results in actual prejudice to ImmunoGen's ability to preserve its rights in the Licensed Patent Rights and eliminate the infringement threatened by Applicant (excluding any acts or omissions undertaken pursuant to the specific instruction of ImmunoGen).

1.95. "**Major EU Market Country**" means any of France, Germany, Italy, Spain or the United Kingdom.

1.96. "**Manufacturing**" or "**Manufacture**" means activities directed to making, producing, manufacturing, processing, filling, finishing, packaging, labeling, quality assurance testing and release, shipping or storage of a product.

1.97. "**Marginal Royalty Rates**" is defined in Section 4.2.1 hereof.

1.98. "**Mask**" means a peptide linked to an Antibody that is capable of inhibiting the specific binding of the Antibody to its Target.

1.99. "**Material Breach**" is defined in Section 8.3 hereof.

1.100. "[***] **Compound**" means [***], and shall include, without limitation, all variants, fragments or derivatives of any of the foregoing, in each case owned or Controlled by ImmunoGen.

1.101. "**Milestone Payment**" means any Development Milestone Payment or Sales Milestone Payment.

1.102. "**Monies**" is defined in Section 5.4.2(g) hereof.

1.103. "**Negotiation Period**" is defined in Section 5.5.3(e) hereof.

1.104. "**Net Sales**" means, with respect to a Licensed Product, gross receipts from sales by CytomX and its Affiliates and Sublicensees of such Licensed Product to Third Parties in the Territory, less in each case (a) bad debts, (b) sales returns and allowances actually paid, granted or accrued, including trade, quantity and cash discounts and any other adjustments, including those granted on account of price adjustments, billing errors, rejected goods, damaged or defective goods, recalls, returns, rebates, chargeback rebates, reimbursements or similar payments granted or given to wholesalers or other distributors, buying groups, health care insurance carriers, chain pharmacies, mass merchandisers,

staff model HMO's, pharmacy benefit managers or other institutions in respect of the purchase price, (c) adjustments actually paid, granted or accrued arising from consumer discount programs or other similar programs, (d) customs or excise duties, sales tax, consumption tax, value added tax, and other taxes (except income taxes) or duties relating to sales, (e) any payment made by CytomX, its Affiliates or Sublicensees in respect of sales to the United States government, any state government or any foreign government, or to any other Governmental Authority, or with respect to any government-subsidized program or managed care organization, and (f) freight and freight insurance (to the extent that CytomX, its Affiliates or Sublicensees bears the cost of freight and freight insurance for the Licensed Product), in each case in accordance with GAAP, as consistently applied by CytomX with respect to its overall operations.

Net Sales shall not include sales or transfers among CytomX and its Affiliates and Sublicensees where the Licensed Product is intended for subsequent sale to the end user. All the foregoing elements of Net Sales calculations shall be determined from the books and records of CytomX and its Sublicensees, maintained in accordance with the CytomX Accounting Standards or, in the case of Sublicensees, such similar accounting principles, consistently applied.

In the event a Licensed Product is sold as a component of a combination or bundled product that consists of a Licensed Product together with another therapeutically active product, or screening or diagnostic product, for the same indication (a "Combination"), the Net Sales from the Combination, for the purposes of determining royalty payments hereunder, shall be determined by multiplying the Net Sales of the Combination (as defined in the standard Net Sales definition above) by the fraction A/(A+B), where A is the weighted average per unit sale price of the Licensed Product when sold separately in finished form in the country in which the Combination is sold in similar volumes and of the same class, purity, potency and dosage form, and B is the weighted average per unit sale price of the other product(s) included in the Combination when sold separately in finished form in the country in which the Combination is sold in similar volumes and of the same class, purity, potency and dosage form.

In the event that the weighted average per unit sale price of the Licensed Product can be determined but the weighted average per unit sale price of the other product(s) included in the Combination cannot be determined, Net Sales for purposes of determining royalty payments shall be calculated by multiplying the Net Sales of the Combination (as defined in the standard Net Sales definition above) by the fraction A/C, where A is the weighted average sale price of the Licensed Product when sold separately in finished form in the country in which the Combination is sold in similar volumes and of the same class, purity, potency and dosage form, and C is the weighted average per unit sale price of the Combination.

In the event that the weighted average per unit sale price of the other product(s) included in the Combination can be determined but the weighted average per unit sale price of the Licensed Product in similar volumes and of the same class purity, potency and dosage form as in the Combination cannot be determined, Net Sales for purposes of determining royalty payments shall be calculated by multiplying Net Sales of the Combination (as defined in the standard Net Sales definition above) by a fraction determined by the following formula: one (1) minus (B/C) where B is the weighted average per unit sale price of the other product(s) included in the Combination when sold separately in finished form in the country in which the Combination is sold in similar volumes and of the same class, purity, potency and dosage form and C is the weighted average per unit sale price of the Combination.

In the event that such average per unit sale price cannot be determined for the Licensed Product, on the one hand, and all other product(s) included in the Combination, on the other, Net Sales for the purposes of determining royalty payments shall be mutually agreed upon by the Parties based on the relative value contributed by each component, such agreement to be negotiated in good faith.

The weighted average per unit sale price for both the Licensed Product, on the one hand, and all other product(s) included in the Combination, on the other, shall be calculated once each Calendar Year and such price shall be used during all applicable royalty reporting periods for the entire following Calendar Year. When determining the weighted average per unit sale price of a Licensed Product, other product(s), or Combination, the weighted average per unit sale price shall be calculated by dividing sales dollars (translated into U.S. Dollars using the CytomX Standard Exchange Rate Methodology) by the units sold during the twelve (12) months (or the number of months in which sales occurred in a partial Calendar Year) of the preceding Calendar Year for the respective Licensed Product, other product(s), or Combination. In the initial Calendar Year, a forecasted weighted average per unit sale price will be used for the Licensed Product, other product(s), or Combination. Any over- or under-payment due to a difference between the forecasted and actual weighted average per unit sale price will be paid or credited in the first royalty payment of the following Calendar Year.

1.105. "**Non-Disclosing Party**" is defined in Section 6.3.2 hereof.

1.106. "**Notice of Dispute**" is defined in Section 10.9.1 hereof.

1.107. "**Party**" and "**Parties**" is defined in the introduction to this Agreement.

1.108. "**Patent Committee**" is defined in Section 5.2.4 hereof.

1.109. "**Patent Rights**" means any and all (a) patents, (b) pending patent applications, including all provisional applications, substitutions, continuations, continuations-in-part,

divisions and renewals, and all patents granted thereon, (c) all patents-of-addition, reissues, reexaminations and extensions or restorations by existing or future extension or restoration mechanisms, including patent term extensions, supplementary protection certificates or the equivalent thereof, (d) inventor's certificates, (e) any other form of government-issued right substantially similar to any of the foregoing and (f) all United States and foreign counterparts of any of the foregoing.

1.110. "**Payload**" means a therapeutic cytotoxic or cytostatic compound, including, without limitation, a Cytotoxic Compound.

1.111. "**PDC**" means a compound that incorporates, is comprised of or is otherwise derived from, a Probody conjugated to a Payload using a Linker.

1.112. "**Permitted Third Party Service Providers**" is defined in Section 3.1.1 hereof.

1.113. "**Person**" means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization, including a government or political subdivision or department or agency of a government.

1.114. "**Phase 1 Clinical Study**" means an initial study of a Licensed Product in human subjects or patients with the endpoint of determining initial tolerance, safety, metabolism or pharmacokinetic information and clinical pharmacology of such product as and to the extent defined for the United States in 21 C.F.R. § 312.21(a), or its successor regulation, or the equivalent regulation in any other country.

1.115. "**Phase 2 Clinical Study**" means a study of a Licensed Product in human patients that is intended to obtain information on the Licensed Product's activity for an indication at a prescribed (or otherwise limited) dose and administration schedule, as well as additional information on the Licensed Product's safety and toxicity as and to the extent defined for the United States in 21 C.F.R. § 312.21(b), or its successor regulation, or the equivalent regulation in any other country. Without limiting the generality of the foregoing, a clinical study shall be deemed to be a "Phase 2 Clinical Study" hereunder if such study has been designated by the sponsor as a Phase 2 [II] clinical trial on www.clinicaltrials.gov (or any successor website maintained by the U.S. National Institutes of Health (or any successor agency of the U.S. Government)).

1.116. "**Phase 3 Clinical Study**" means a study of a Licensed Product in human patients with a defined dose or a set of defined doses of a Licensed Product designed to (a) ascertain efficacy and safety of such Licensed Product for its intended use; (b) define warnings, precautions and adverse reactions that are associated with the Licensed Product in the dosage range to be prescribed; and (c) support preparing and submitting

applications for Regulatory Marketing Approval to the competent Regulatory Authorities in a country of the world, as and to the extent defined for the United States in 21 C.F.R.§ 312.21(c), or its successor regulation, or the equivalent regulation in any other country. "Phase 3 Clinical Study" shall also include any other human clinical trial serving as a pivotal study from which the data are actually submitted to the applicable Regulatory Authority in connection with a Regulatory Marketing Approval Application, whether or not such trial is called a "Phase 3" study. Without limiting the generality of the foregoing, a clinical study shall be deemed to be a "Phase 3 Clinical Study" hereunder if such study has been designated by the sponsor as a Phase 3 [III] clinical trial on www.clinicaltrials.gov (or any successor website maintained by the U.S. National Institutes of Health (or any successor agency of the U.S. Government)).

1.117. "**PHSA**" means the Public Health Services Act, as amended (42 U.S.C. § 201 *et seq*.).

1.118. "**Pre-Market Notice**" is defined in Section 5.5.4(b) hereof.

1.119. "**Probody**" means an Antibody linked to a Substrate and a Mask that is claimed or covered by CytomX Technology.

1.120. **[Reserved]**

1.121. "**Program Technology**" means all Know-How (other than TAP Platform Improvements) that either Party or any of its Affiliates, Sublicensees or Permitted Third Party Service Providers (or any of their respective employees, agents or independent contractors), alone or with others, makes, creates, develops, discovers, conceives or first actually reduces to practice pursuant to the Development, Manufacture, use or Commercialization of any Licensed Product, including any Patent Rights related thereto. Program Technology also includes "Program Technology" (as defined in the Research Collaboration Agreement) that is necessary or useful for Developing, Manufacturing, using or Commercializing Licensed Products and that claims, covers or is specifically directed to the composition of, or any method of using or method of making any Licensed Product, Linker or Cytotoxic Compound comprised in any Licensed Product.

1.122. "**Proposed Biosimilar Product**" is defined in Section 5.5.1 hereof.

1.123. "**Proposed Patent List**" is defined in Section 5.5.3(a) hereof.

1.124. "**Publishing Party**" is defined in Section 6.3.2 hereof.

1.125. "**Receiving Party**" is defined in Section 1.27 hereof.

1.126. "**Regulatory Approval**" means any technical, medical, scientific or other license, registration, authorization or approval of any Regulatory Authority (including any approval of a New Drug Application or Biologic License Application) necessary for the Development, Manufacture, use or Commercialization of a pharmaceutical product in any regulatory jurisdiction.

1.127. "**Regulatory Approval Application**" means any application submitted to an appropriate Regulatory Authority seeking any Regulatory Approval.

1.128. "**Regulatory Authority**" means the FDA or any counterpart of the FDA outside the United States, or other national, supra-national, regional, state or local regulatory jurisdiction, any agency, department, bureau, commission, council or other governmental entity with authority over the Development, Manufacture, use or Commercialization of a Licensed Product.

1.129. "**Regulatory Marketing Approval**" means, with respect to any pharmaceutical product and any indication, Regulatory Approval (including any supplement thereto) to sell such pharmaceutical product for such indication, including, in any jurisdiction other than the United States, to the extent required for any sale in such country, all pricing and reimbursement approvals to be obtained from the Regulatory Authority granting such Regulatory Approval or any affiliated Regulatory Authority.

1.130. "**Representatives**" is defined in Section 1.27 hereof.

1.131. "**Research Collaboration Agreement**" means that certain Research Collaboration Agreement effective as of January 8, 2014 by and between CytomX and ImmunoGen, as the same may be amended from time to time.

1.132. "**Research Program**" has the meaning ascribed to such term in the Research Collaboration Agreement.

1.133. "**Review Period**" is defined in Section 6.3.2 hereof.

1.134. "**Royalty Term**" means, on a Licensed Product-by-Licensed Product and country-by-country basis, the period of time from the First Commercial Sale of such Licensed Product in such country until the later of (a) the expiration of the last Valid Claim that would, but for the license granted hereunder, be infringed by the manufacture, use, sale, offer for sale or importation of such Licensed Product in such country or (b) the twelfth (12th) anniversary of the date of the First Commercial Sale of such Licensed Product in such country, but in the case of (b), in no event later than the twentieth (20th) anniversary of the earlier of the date of the First Commercial Sale of such Licensed Product in the United States or the date of the First Commercial Sale of such Licensed Product in any Major EU Market Country. Anything contained in this Agreement to the

contrary notwithstanding, if the Licensed Product (or any component or intermediate thereof) was manufactured in a country where such manufacture would, at the time of such manufacture, have infringed a Valid Claim within the Licensed Patent Rights in the country of manufacture in the absence of the license granted under Section 3.3.1 hereof, then the Royalty Term in the country of sale of such Licensed Product, if otherwise expired pursuant to the first sentence of this Section, shall be extended or reinstated, as the case may be, but only with respect to sales of Licensed Products so manufactured. In determining infringement of Valid Claims for purposes of this definition of Royalty Term, (i) any Valid Claim within the Licensed Patent Rights that is jointly owned by CytomX (or any of its Affiliates) with ImmunoGen (or any of its Affiliates) shall be deemed to be owned solely by ImmunoGen or an Affiliate of ImmunoGen, and (ii) claims contained in patent applications that have not resulted in the issuance of a patent in a country will be disregarded for purposes of determining the expiration of the Royalty Term for a Licensed Product in such country under this definition.

1.135. "**Sales Milestone**" is defined in Section 4.1.2 hereof.

1.136. "**Sales Milestone Payment**" is defined in Section 4.1.2 hereof.

1.137. "**Sales Threshold**" is defined in Section 4.1.2 hereof.

1.138. "**Strain**" is defined in Section 1.66 hereof.

1.139. "**Sublicensee**" means any Third Party to whom CytomX or an Affiliate of CytomX grants or has granted, directly or indirectly, a sublicense of rights licensed by ImmunoGen under this Agreement, in accordance with the provisions of this Agreement.

1.140. "**Substrate**" means a moiety that is linked to the Antibody and to the Mask of a Probody and is capable of being cleaved, reduced or photolysed.

1.141. "**TAP Platform Improvements**" means any enhancement, improvement or modification (each, an "**Improvement**") to the Licensed Intellectual Property that is (a) an Improvement to the composition of or methods of making any Cytotoxic Compound, (b) an Improvement to the conjugation process for making ADCs or PDCs (including, for example, reaction conditions or changes in process that create improvements in the yield of such conjugate), (c) an Improvement to the composition of or methods for making Linkers, (d) an Improvement to any of the analytical methods used for making, releasing and characterizing any Cytotoxic Compound, Linker, ADCs or PDCs, or (e) an Improvement to the formulation of ADCs or PDCs. Licensed Products, in and of themselves, will not be deemed to be TAP Platform Improvements, although the Parties acknowledge that TAP Platform Improvements may be incorporated into Licensed Products.

1.142. "**Target**" means a protein described by a unique UniProtKB/Swiss Prot accession number (and all fragments, mutations and splice variants thereof) that is bound by an Antibody or a Probody.

1.143. "**Target**," "**Targeting**" or "**Targeted**" means, when used as a verb to describe the relationship between a molecule and a Target, where the molecule's primary intended mechanism of action requires that it bind to the Target (or a portion thereof).

1.144. "**Target-Binding Probody**" means a Probody that Targets the Licensed Target. [For purposes of clarity, a "Target-Binding Probody" includes a Probody that Targets [***] does *not* include bi-specific or multi-specific Probodies (*i.e.*, Probodies that Target more than one Target).[4]] [For purposes of clarity, "Target-Binding Probody" does *not* include bi-specific or multi-specific Probodies (*i.e.*, Probodies that Target more than one Target).[5]]

1.145. "**Term**" is defined in Section 8.1 hereof.

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

1.147. "**Third Party**" means any Person other than CytomX, ImmunoGen or their respective Affiliates.

1.148. "**Third Party Claims**" is defined in Section 9.2 hereof.

1.149. "**Third Party Payments**" is defined in Section 4.2.3(a) hereof.

1.150. "**Unauthorized Use**" is defined in Section 2.6.3 hereof.

1.151. "**Unconjugated Probody Platform Improvements**" has the meaning ascribed to such term in the Research Collaboration Agreement.

1.152. "**Valid Claim**" means, with respect to a particular country, (a) a claim of an issued and unexpired patent right included within the Licensed Patent Rights that (i) has not been held permanently revoked, unenforceable or invalid by a decision of a court or other governmental authority of competent jurisdiction, which decision is unappealed or unappealable within the time allowed for appeal, and (ii) has not been cancelled, withdrawn, abandoned, disclaimed or admitted to be invalid or unenforceable through reissue, disclaimer or otherwise; or (b) a *bona fide* claim of a pending patent application included within the Licensed Patent Rights that has not been (i) cancelled, withdrawn or

4 Insert this provision if CytomX intends to develop a Licensed Product using a Probody that [***].

5 Insert this provision if CytomX intends to develop a Licensed Product using any Probody other than one that [***].

abandoned without being refiled in another application in the applicable jurisdiction or (ii) finally rejected by an administrative agency action from which no appeal can be taken or that has not been appealed within the time allowed for appeal, provided that any claim in any patent application pending for more than seven (7) years from the earliest date on which such patent application claims priority shall not be considered a Valid Claim for purposes of the Agreement from and after such seven (7) year date unless and until a patent containing such claim issues from such patent application and solely if such patent issues while another Valid Claim covers the relevant Licensed Product in the relevant country. Anything contained in this Agreement to the contrary notwithstanding, a claim within an issued and unexpired patent within the Licensed Patent Rights shall remain a Valid Claim for all purposes under this Agreement, notwithstanding a determination that such claim is unenforceable pursuant to the operation of the BPCIA, if such determination is exclusively caused by or results solely from any act or omission by CytomX (or any of its Affiliates or Sublicensee) determined to have been made negligently or in bad faith in the performance of CytomX's obligations under Section 5.5.3 hereof that results in actual prejudice to ImmunoGen's ability to preserve its rights in the Licensed Patent Rights and eliminate the infringement threatened by the Applicant (excluding any acts or omissions undertaken pursuant to the specific written instruction of ImmunoGen).

2. PRODUCT DEVELOPMENT, MANUFACTURING AND COMMERCIALIZATION.

2.1. **General**. CytomX shall have sole authority over, responsibility for and control of (notwithstanding the formation of the JDC or its decisions and/or disputes among the membership of the JDC) the Development, Manufacture, use and Commercialization of the Licensed Products, and shall bear all costs associated with such Development, Manufacture, use and Commercialization. To the extent it has not already done so or is not required to do so under the Research Collaboration Agreement, upon request by CytomX, ImmunoGen will provide CytomX and/or its designated Permitted Third Party Service Providers with the ImmunoGen Technology Transfer Materials. In addition, upon reasonable request by CytomX, ImmunoGen shall use reasonable efforts to provide CytomX with technical advice to assist CytomX in its use of the ImmunoGen Technology Transfer Materials in connection with the Development and Manufacture of Licensed Products hereunder.

2.2. **Development Diligence.**

2.2.1. **CytomX Diligence**. CytomX will use Commercially Reasonable Efforts to Develop Licensed Products and to undertake investigations and actions required to obtain Regulatory Marketing Approval in the Territory; provided that the obligations set forth in this Section shall cease upon the achievement of the first Regulatory Marketing Approval for any Licensed Product in any country or

other jurisdiction in the Territory. For avoidance of doubt, any actions taken by CytomX's Affiliates or Sublicensees under this Agreement shall be treated as actions taken by CytomX in regard to satisfaction of the requirements of this Section 2.2.1. Beginning on the sixth (6th) anniversary of the Effective Date and thereafter, CytomX will make non-refundable and non-creditable maintenance payments in the amounts set forth below (the "**Annual Maintenance Fees**") until the earlier of (a) the first filing of an IND in the U.S. or in any European Union country for any Licensed Product or (b) the termination of this Agreement in accordance with its terms. The amounts of the Annual Maintenance Fee accruing as of each anniversary of the Effective Date, beginning with the sixth (6th) anniversary are as follows:

Anniversary of the Effective Date	**Maintenance Fee**
Sixth (6th) anniversary	$[***]
Seventh (7th) anniversary	$[***]
Eighth (8th) anniversary and each anniversary thereafter	The amount payable with respect to the previous anniversary, plus $[***]

CytomX will pay the applicable Annual Maintenance Fee in accordance with Section 4.3 hereof within sixty (60) days after the applicable anniversary of the Effective Date. Payment of Annual Maintenance Fees by CytomX shall not establish that CytomX has satisfied its due diligence obligations under this Section 2.2, and such payments shall be given no consideration or weight in determining whether CytomX has satisfied such due diligence obligations. Anything contained in this Agreement to the contrary notwithstanding, CytomX shall have no obligation to pay Annual Maintenance Fees hereunder if the first filing of an IND in the U.S. or in any European Union country for any Licensed Product has occurred prior to the sixth (6th) anniversary of the Effective Date.

2.2.2. **Exceptions to Diligence Obligations**. Notwithstanding any provision of this Agreement to the contrary, CytomX will be relieved from and will have no obligation to undertake any efforts with respect to any diligence obligation under Section 3.2.1 with respect to a given Licensed Product (each, a "**Diligence Obligation**") in the event that ImmunoGen materially breaches any of its Development or other obligations under this Agreement related to such Licensed Product upon which performance of the applicable Diligence Obligation is dependent.

2.2.3. **Remedies for Breach of Diligence Obligations**. A material breach of any Diligence Obligation by CytomX shall be deemed to be a Material Breach by CytomX hereunder.

2.3. **Joint Development Committee**.

2.3.1. **Formation of the Joint Development Committee**. As soon as practicable after the Effective Date, CytomX and ImmunoGen shall establish a "**Joint Development Committee**" (or "**JDC**") to coordinate the sharing of safety data and minutes of meetings with Regulatory Authorities with regard to Licensed Products. The JDC shall also serve as a forum to facilitate communications between the Parties regarding this Agreement. The JDC shall be comprised of two (2) representatives from each Party as appointed by such Party, with such representatives possessing appropriate expertise and seniority. The JDC may change its size from time to time by mutual consent of its members. A Party may replace one or more of its representatives from time to time upon written notice to the other Party. The JDC shall exist until the expiration of the Term or earlier termination of the Agreement, unless the Parties otherwise agree in writing, provided that CytomX may dissolve the JDC upon the achievement of the first Regulatory Marketing Approval for any Licensed Product in any country or other jurisdiction in the Territory.

2.3.2. **Chairperson and Secretary of the Joint Development Committee**. CytomX shall designate a chairperson of the JDC, and a secretary of the JDC shall be designated by agreement of the members of the JDC. CytomX may change the designation of the chairperson from time to time upon written notice to ImmunoGen. The chairperson or his or her designee shall be responsible for scheduling meetings of the JDC, preparing agendas for meetings and sending to all JDC members notices of all regular meetings and agendas for such meetings at least five (5) Business Days before such meetings. The chairperson shall solicit input from both Parties regarding matters to be included on the agenda, and any matter either Party desires to have included on the agenda shall be included for discussion. Nothing herein shall be construed to prohibit the JDC from discussing or acting on matters not included on the applicable agenda. The secretary shall (a) record the minutes of the meeting, (b) circulate copies of meeting minutes to the Parties and each JDC member promptly following the meeting for review, comment and approval by the JDC members and (c) finalize approved meeting minutes. The chairperson shall be a member of the JDC but the secretary need not be a member of the JDC.

2.3.3. **Meetings**. The JDC shall meet at least three (3) times each Calendar Year (unless the Parties mutually agree in advance of any scheduled meeting that there is no need for such meeting, in which case the next JDC meeting shall also be

scheduled as agreed upon by the Parties) until it has been terminated in accordance with Section 2.3.1 hereof at dates and times mutually agreed by the JDC. The initial meeting of the JDC shall be held within sixty (60) days after the Effective Date. Either Party may call a special meeting of the JDC on fifteen (15) days written notice to the other Party's members of the JDC (or upon such shorter notice as exigent circumstances may require). Such written notice shall include an agenda for the special meeting. In-person meetings, including special meetings, of the JDC shall alternate between the offices of the Parties, unless otherwise agreed upon by the members of the JDC. Meetings of the JDC may be held telephonically or by video conference; provided, however, that at least two (2) meetings per year shall be held in-person. Meetings of the JDC shall be effective only if at least one (1) representative of each Party is in attendance or participating in the meeting. Members of the JDC shall have the right to participate in at meetings held by telephone or video conference. In addition, the JDC may act on any matter or issue without a meeting if it is documented in a written consent signed by each member of the JDC.

2.3.4. **Responsibilities of the Joint Development Committee**. The JDC shall be responsible for (a) receiving and reviewing all safety data, relevant regulatory information and other related information obtained by either Party in connection with the Development, Manufacture, use and Commercialization of Licensed Products; (b) facilitating communication between the Parties, (c) resolving Disputes between the Parties, such as Disputes about interpretation of this Agreement, understanding that CytomX has sole authority over the Development, Manufacturing, use and Commercialization of Licensed Products; and (d) such other functions as expressly specified hereunder or as agreed by the Parties. At the time that the first Licensed Product enters a clinical trial, the Parties shall negotiate in good faith the terms of a separate written safety data exchange agreement that, among other things, will govern the exchange of pharmacovigilance information.

2.3.5. **Resolution by Consensus**. All resolution of Disputes by the JDC shall be made by unanimous agreement of both Parties' representatives, with each Party having a single vote, irrespective of the number of JDC representatives in attendance at a meeting. If the JDC cannot or does not reach unanimous agreement on a Dispute, then such Dispute shall be resolved in accordance with Section 10.9 hereof.

2.4. **Alliance Managers**. In addition to the foregoing governance provisions, each of the Parties shall appoint a single individual to serve as that Party's alliance manager ("**Alliance Manager**"). The role of each Alliance Manager will be to participate and otherwise facilitate the relationship between the Parties as established by this Agreement. A Party may replace its Alliance Manager from time to time upon written notice to the other Party.

2.5. **Updates and Reports; Product Recalls**.

2.5.1. **Development Updates**. Upon the request of ImmunoGen, CytomX shall provide ImmunoGen with brief written reports, which ImmunoGen may request no more frequently than once per Calendar Year until satisfaction of CytomX's obligations under Section 2.2.1 hereof, that shall summarize CytomX's efforts to Develop the Licensed Products in the Field in the Territory in sufficient detail to establish that CytomX is using Commercially Reasonable Efforts to Develop the Licensed Product, identify the applications for Regulatory Approval that CytomX or its Affiliates or Sublicensees have filed, sought or attempted to obtain in the prior twelve (12)-month period, and any they reasonably expect to file, seek or attempt to obtain in the following twelve (12)-month period. The Parties agree that the minutes of the JDC meetings may serve as reports hereunder, to the extent such minutes adequately address the above subject matter.

2.5.2. **Correspondence for Licensed Products**. To the extent reasonably practicable and subject to any Third Party confidentiality obligations, CytomX shall provide ImmunoGen with copies of any material documents or correspondence pertaining to ImmunoGen's manufacture or supply of Cytotoxic Compound or Licensed Product in drug substance form and prepared for submission to any Regulatory Authority and any material documents or other correspondence received from any Regulatory Authority pertaining to ImmunoGen's manufacture or supply of Cytotoxic Compound or Licensed Product in drug substance form. ImmunoGen shall complete its review within ten (10) Business Days after receipt of the proposed submission. When requested in writing, ImmunoGen shall use commercially reasonable efforts to provide assistance to CytomX in obtaining Regulatory Approvals for Licensed Products. Notwithstanding the foregoing, CytomX shall have the sole responsibility for, and ImmunoGen agrees that CytomX shall be the sole owner of, any Regulatory Approval for the Licensed Products.

2.5.3. **Product Recalls**. In the event any Regulatory Authority issues or requests a recall or takes similar action with respect to a Licensed Product that CytomX reasonably believes is or may be attributable to or otherwise relates to the Licensed Intellectual Property, or in the event either Party reasonably believes that an event, incident or circumstance has occurred that may result in the need for such a recall, such Party shall promptly notify the other Party thereof by telephone, facsimile or email. Following such notification, CytomX shall decide and have control of whether to conduct a recall or market withdrawal (except in the event of a recall or market withdrawal mandated by a Regulatory Authority, in

which case it shall be required) or take such other corrective action in any country and the manner in which any such recall, market withdrawal or corrective action shall be conducted, provided that CytomX shall keep ImmunoGen informed regarding any such recall, market withdrawal or corrective action as ImmunoGen from time to time may reasonably request, but only to the extent CytomX is legally permitted to do so. CytomX shall bear all expenses of any such recall, market withdrawal or corrective action, including, without limitation, expenses of notification, destruction and return of the affected Licensed Product and any refund to customers of the amounts paid for such Licensed Product.

2.5.4. **Confidential Information**. All reports, updates, product complaints and other information provided by the Disclosing Party to the Receiving Party under this Agreement (including under this Section 2.5), shall be considered Confidential Information of the Disclosing Party, subject to the terms of Article 7 hereof.

2.6. **Transfer and Use of Proprietary Materials**.

2.6.1. **Transfer and Use of ImmunoGen Proprietary Materials**. From time to time during the Term, ImmunoGen may provide CytomX with ImmunoGen Proprietary Materials for use in the Development and Manufacture of Licensed Products under this Agreement. ImmunoGen's Proprietary Materials are provided by ImmunoGen on an "as-is" basis without representation or warranty of any type, express or implied, including any representation or warranty of merchantability, non-infringement, title or fitness for a particular purpose, each of which is hereby disclaimed by ImmunoGen. In connection with the foregoing, CytomX agrees that (a) it shall not use ImmunoGen's Proprietary Materials provided under this Agreement for any purpose other than exercising its rights and performing its obligations hereunder; (b) it shall not use ImmunoGen Proprietary Materials provided under this Agreement in any human subject; (c) it shall use ImmunoGen Proprietary Materials in compliance with all Applicable Laws; (d) it does not acquire any right, title or interest in or to ImmunoGen Proprietary Materials as a result of such provision by ImmunoGen; and (e) upon expiration or termination of this Agreement for any reason, CytomX shall, if and as instructed by ImmunoGen, either destroy or return ImmunoGen Proprietary Materials provided under this Agreement that are not the subject of a continuing license hereunder. CytomX shall be entitled to transfer ImmunoGen Proprietary Materials to any Affiliate, Sublicensee or Permitted Third Party Service Provider under terms obligating such Affiliate, Sublicensee or Permitted Third Party Service Provider not to use or transfer such ImmunoGen Proprietary Materials except in compliance with the preceding sentence.

2.6.2. **Transfer and Use of CytomX Proprietary Materials**. From time to time during the Term, CytomX may provide ImmunoGen with CytomX Proprietary Materials. ImmunoGen shall use the CytomX Proprietary Materials solely in connection with conducting the specific activities for which such CytomX Proprietary Materials are provided to ImmunoGen, and for no other purpose. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement or in other written authorization by CytomX, ImmunoGen shall not make or attempt to make analogues, progeny or derivatives of, or modifications to, the CytomX Proprietary Materials, using CytomX's Confidential Information, and ImmunoGen shall not use the CytomX Proprietary Materials for the benefit of any Third Party or of its own internal research programs. ImmunoGen shall comply with all Applicable Laws regarding the handling and use of the CytomX Proprietary Materials. ImmunoGen agrees to retain possession over the CytomX Proprietary Materials and not to provide the CytomX Proprietary Materials to any Third Party without CytomX's prior written consent.

2.6.3. **Unauthorized Use of Confidential Information and Proprietary Materials**. In the event that (a) CytomX or any of its Affiliates or Sublicensees use ImmunoGen's Confidential Information (including, without limitation, any Confidential Information within the Licensed Know-How) or ImmunoGen Proprietary Materials for any purpose other than in connection with CytomX's exercise of its rights and performance of its obligations hereunder or the Research Collaboration Agreement (if then in effect) or (b) ImmunoGen or any of its Affiliates uses CytomX's Confidential Information or CytomX Proprietary Materials for any purpose other than the purposes authorized herein or in any other License Agreement or the Research Collaboration Agreement (if then in effect) (in each case, an "**Unauthorized Use**"), the results of such Unauthorized Use, and any discoveries or inventions that arise from such Unauthorized Use, whether patentable or not, shall belong solely and exclusively to the providing Party. If required in order to perfect or enforce the providing Party's ownership of such results, discoveries or inventions, each Party, on behalf of itself and its Affiliates (and in the case of CytomX, its Sublicensees), each hereby assigns and agrees to assign to the providing Party all of its and their right, title and interest in and to all such results, discoveries or inventions made through such Unauthorized Use. Each Party agrees to cooperate, and to cause its Affiliates (and in the case of CytomX, its Sublicensees) to cooperate, with the providing Party, and to execute and deliver any and all documents that the providing Party reasonably deems necessary, to perfect and enforce its rights hereunder.

2.7. **Services**. If, during the Term, CytomX requests that ImmunoGen provide additional services with respect to (a) process development, (b) analytical method

development, or (c) manufacturing and supply of Licensed Product in drug substance form for any GLP toxicology studies, clinical studies, or commercial scale-up, but excluding pivotal studies and commercial supply, or (d) any other tasks in connection with the Development, Manufacture, use or Commercialization of Licensed Products with respect to which the Parties may mutually agree, then the Parties shall negotiate in good faith the terms of separate written agreements with respect to such activities.

3. LICENSE GRANTS.

3.1. **License Grants**.

3.1.1. **Commercial License**. Subject to the terms and conditions of this Agreement, ImmunoGen hereby grants to CytomX and its Affiliates an exclusive (even as to ImmunoGen), non-transferable (except as expressly permitted in this Agreement), royalty-bearing license, including the right to grant sublicenses as described in Section 3.1.2 hereof, under the Licensed Intellectual Property, to Develop, make, have made, use, sell, offer for sale, import and otherwise Commercialize Licensed Products in the Field in the Territory. CytomX and its Affiliates shall have the right to engage one or more Affiliates or Third Parties (the latter being referred to herein as "**Permitted Third Party Service Providers**") as subcontractors to perform designated functions in connection with its activities under this Agreement (including transferring Licensed Know-How and ImmunoGen Proprietary Materials as may be necessary for such Permitted Third Party Service Providers to perform such designated functions); provided that (a) CytomX shall remain responsible for the conduct of such activities in accordance with the terms and conditions of this Agreement and (b) CytomX shall cause each such Affiliate or Third Party Service Provider to assign or license (with a right to sublicense to ImmunoGen to the extent required under this Agreement) to CytomX all intellectual property rights (including, without limitation, Patent Rights) in and to any TAP Platform Improvements, whether patentable or not, the inventors of which (alone or with others) are employees of, or others obligated to assign inventions to, such Permitted Third Party Service Provider in the performance of services for CytomX.

3.1.2. **Right to Sublicense**. CytomX and its Affiliates shall have the right to grant sublicenses under the rights granted to them under Section 3.1.1 hereof with respect to any Licensed Product to any Sublicensee, provided that (a) each such sublicense shall be consistent with the terms and conditions of this Agreement, (b) CytomX shall provide the identity of each Sublicensee within twenty (20) Business Days after execution of such sublicense, (c) CytomX and its Affiliates shall cause each Sublicensee to assign or license (with a right to sublicense to ImmunoGen to the extent required by this Agreement) to CytomX all intellectual property rights (including, without limitation, Patent Rights) in and to any TAP

Platform Improvements, whether or not patentable, the inventors of which (alone or with others) are employees of, or others obligated to assign inventions to, such Sublicensee in connection with its exercise of its rights under the applicable sublicense, (d) CytomX shall be jointly and severally responsible with its Sublicensees to ImmunoGen for failure by its Sublicensees to comply with the terms and conditions of this Agreement and (e) CytomX shall remain responsible for the payment to ImmunoGen of all Milestone Payments and royalties payable with respect to the activities and Net Sales of any Sublicensee.

3.2. **Retained Rights and Covenants**.

3.2.1. **Retained Rights**. Subject to the other terms of this Agreement (including, without limitation, Section 3.2.2 and 3.3 hereof), ImmunoGen retains the right to use the unpatented Licensed Know-How and practice the Licensed Patent Rights (a) to develop, make, have made, use, sell, offer for sale, import or otherwise commercialize any product (excluding, on a country-by-country basis, while the exclusive license granted under Section 3.1.1 hereof remains in effect in such country, any PDC that Targets the Licensed Target), and to grant licenses to Third Parties to do the same; and (b) for any and all uses outside of the Field.

3.2.2. **Covenants**. Anything contained in Section 3.2.1 or 3.3 hereof to the contrary notwithstanding, ImmunoGen hereby agrees that, on a country-by-country basis, during the period that the exclusive license granted under Section 3.3.1 hereof remains in effect in such country, neither it nor any of its Affiliates shall (a) develop or commercialize any PDC that Targets the Licensed Target, or (b) grant to any Third Party any license or other right under any Patent Rights or Know-How owned or Controlled by ImmunoGen to develop or commercialize any PDC that Targets the Licensed Target; provided that the foregoing shall not restrict ImmunoGen's or its Affiliates' right to grant to Third Parties research licenses under any Patent Rights or Know-How owned or Controlled by ImmunoGen that are not Target-specific.

3.3. **License to CytomX TAP Platform Improvements**. CytomX, on behalf of itself and its Affiliates, hereby grants to ImmunoGen a non-exclusive, sublicensable, perpetual, irrevocable, royalty-free worldwide license under CytomX's interest in any CytomX TAP Platform Improvements, including, without limitation, any Patent Rights claiming such CytomX TAP Platform Improvements, to exploit such CytomX TAP Platform Improvements (a) for any purpose in the Field other than developing, manufacturing, using or commercializing PDCs and (b) for any purpose outside of the Field. Nothing in this Agreement shall be construed as obligating CytomX to engage in any technology transfer or provision of written documentation to ImmunoGen (other than as provided in Section 5.2.3 hereof) or any of its Affiliates or any Third Party disclosing, describing or otherwise relating to CytomX TAP Platform Improvements.

3.4. **Section 365(n) of Bankruptcy Code**. All rights and licenses now or hereinafter granted by either Party to the other Party under or pursuant to any section of this Agreement, including the licensed granted in this Article 3, are rights to "intellectual property" (as defined in Section 101(35A) of Title 11 of the United States Code, as amended (such Title 11, the "**Bankruptcy Code**")). The Parties hereto acknowledge and agree that the payments provided for under Article 4 hereof, other than royalty payments pursuant to Section 4.2 hereof, do not constitute royalties within the meaning of Section 365(n) of the Bankruptcy Code or relate to licenses of intellectual property under this Agreement.

3.5. **No Implied Rights**. Except as expressly provided in this Agreement, neither Party shall be deemed, by estoppel, implication or otherwise, to have granted the other Party any license or other right with respect to any intellectual property of such Party.

4. PAYMENTS.

4.1. **Milestone Payments**.

4.1.1. **Development Milestones**. Within ten (10) Business Days following the first occurrence of each event (each, a "**Development Milestone**") described below for the first Licensed Product that achieves such milestone, CytomX shall provide written notice to ImmunoGen identifying the Development Milestone achieved, and CytomX shall pay to ImmunoGen the amount set forth below within forty-five (45) days of receipt of ImmunoGen's notice with respect to such Development Milestone (each such amount, a "**Development Milestone Payment**") to be payable only once regardless of how many Licensed Products achieve such Development Milestone.

Development Milestone	Payment
Dosing of first patient in a Phase 1 Clinical Study	[***]
Dosing of first patient in a Phase 2 Clinical Study	[***]
Dosing of first patient in a Phase 3 Clinical Study	[***]
Date of filing of BLA	[***]
Date of receipt of Regulatory Approval in the United States	[***]
Date of receipt of Regulatory Marketing Approval in Major EU Market Country	[***]
Date of receipt of Regulatory Marketing Approval in Japan	[***]

If a clinical milestone is achieved and any previous clinical milestone has not yet been achieved for any reason, notwithstanding anything herein to the contrary such previous milestone(s) shall be deemed to have been achieved and the corresponding Development Milestone Payment set forth in the table above shall be payable simultaneously with the Development Milestone Payment for the achievement of the subsequent Milestone. All Development Milestone Payments shall be non-refundable and noncreditable.

4.1.2. **Sales Milestones**. CytomX shall pay to ImmunoGen the following one-time payments (each, a "**Sales Milestone Payment**") when aggregate Annual Net Sales of a Licensed Product in the Territory in a Calendar Year first reach the respective threshold (a "**Sales Threshold**") indicated below (each, a "**Sales Milestone**"):

Total Annual Net Sales	Sales Milestone Payment
Total Annual Net Sales at least equal $500,000,000	[***]
Total Annual Net Sales at least equal $750,000,000	[***]
Total Annual Net Sales at least equal $1,000,000,000	[***]
Total Annual Net Sales at least equal $1,500,000,000	[***]

Any Sales Milestone Payment with respect to any Calendar Year shall be payable within sixty (60) days of the end of such Calendar Year in the United States. Each Sales Milestone Payment is payable a maximum of one time only, regardless of the number of times a Licensed Product achieves a particular Sales Threshold or the number of Licensed Products that achieve a particular Sales Threshold. All Sales Milestone Payments shall be nonrefundable and noncreditable.

4.2. **Royalties**.

4.2.1. **Royalty Payments**. With respect to each Licensed Product and subject to the provisions of Section 4.2.2 hereof, CytomX shall pay ImmunoGen royalties in the amount of the applicable rates ("**Marginal Royalty Rates**") set forth below of Annual Net Sales of such Licensed Product during the Royalty Term:

Annual Net Sales	Marginal Royalty Rate for Licensed Products (% of Annual Net Sales)
Annual Net Sales of such Licensed Product during a given Calendar Year up to and including $500,000,000	[***]%
Annual Net Sales of such Licensed Product during a given Calendar Year above $500,000,000, up to and including $1,000,000,000	[***]%
Annual Net Sales of such Licensed Product during a given Calendar Year above $1,000,000,000	[***]%

4.2.2. **Marginal Royalty Rate Application**. Each Marginal Royalty Rate set forth in the table above shall apply only to that portion of the Annual Net Sales of a given Licensed Product in the Territory during a given Calendar Year that falls within the indicated range.

4.2.3. **Royalty Adjustments**.

(a) Third Party Royalty Offset. Subject to Section 4.2.3(e) hereof, if, with respect to a Calendar Quarter, CytomX or any of its Affiliates or Sublicensees actually makes royalty payments to one or more Third Parties in consideration of a license, in the absence of which CytomX could not practice the Licensed Intellectual Property to make, offer for sale, sell or import the Cytotoxic Compound portion or Linker portion of any Licensed Product included within the Licensed Intellectual Property (excluding any Licensed Intellectual Property jointly owned by ImmunoGen or its Affiliates, on the one hand, and CytomX or its Affiliates, on the other hand) without infringing an issued patent or patents owned or exclusively licensed by such Third Party in any country (collectively, "Third Party Payments"), as evidenced, to the extent requested by ImmunoGen, by an opinion of Independent Patent Counsel selected by CytomX and approved by ImmunoGen (which approval shall not be unreasonably withheld), then CytomX shall have the right to reduce the royalties otherwise due to ImmunoGen pursuant to Section 4.2.1, 4.2.3(c) or 4.2.3(d) hereof (but not the royalties otherwise due to ImmunoGen pursuant to Section 4.2.3(b) hereof) with respect to Net Sales in such country of such Licensed Products in such Calendar Quarter by an amount equal to fifty percent (50%) of the amount of such Third Party Payments. For purposes of clarity, the term "Third Party Payments" includes only prospective running royalties payable on the same basis as required by this Section 4.2, and does not include any lump-sum license fees, milestone payments, minimum royalties in excess of accrued royalties, any amounts paid for past infringement of any Third Party's rights or any amount paid for rights not required to permit CytomX to practice the Licensed Intellectual Property to make, use, offer for sale, sell or import the Cytotoxic Compound portion or Linker portion of any Licensed Product included in the Licensed Intellectual Property in any country. For the avoidance of doubt, the Parties agree and acknowledge that this Section 4.2.3(a) shall not apply with respect to royalties payable by a Party to any Third Party under any agreement in existence as of the Effective Date.

(b) Valid Claim Coverage.

(i) No Patent Coverage. Subject to Section 4.2.3(e) hereof, the royalty rates set forth in Sections 4.2.1, 4.2.3(c) and 4.2.3(d) hereof shall apply, on a country-by-country basis and Licensed Product-by-Licensed Product basis, to Net Sales of Licensed Products only where (A) such Licensed Product (or its manufacture, use, sale, offer for sale or importation) in such country is Covered by a Valid Claim within the Licensed Patent Rights or (B) such Licensed Product (or any component or intermediate thereof) was manufactured in a country where the manufacture of such Licensed Product (or such component or intermediate), was, at the time of its manufacture, Covered by a Valid Claim within the Licensed Patent Rights, regardless of the country in which such Licensed Product is sold. Subject to the other terms of this Agreement (except for Section 4.2.3(a) hereof, which shall not apply), on a country-by-country and Licensed Product-by-Licensed Product basis where and as of and when the royalty rates under Sections 4.2.1, 4.2.3(c) and 4.2.3(d) hereof do not apply as a result of this Section 4.2.3(b)(i), the royalties payable with respect to Net Sales of such Licensed Product sold by CytomX, its Affiliates and its Sublicensees in such country shall be reduced by fifty percent (50%) of the royalties otherwise owed to ImmunoGen pursuant to Section 4.2.1 or 4.2.3(d) hereof, as applicable, without giving effect to any royalty reduction provided in Section 4.2.3(c) hereof, using the methodology outlined in Exhibit B attached hereto. The Parties hereby acknowledge and agree that such royalties shall be in consideration of the commercial advantage, know-how and background information gained from the unpatented Licensed Know-How, including, without limitation, ImmunoGen's Confidential Information and ImmunoGen Proprietary Materials.

(ii) Applicability of Royalty Rates. For purposes of clarity, (A) if a Licensed Product (or its manufacture, use, sale, offer for sale or importation) is Covered by a Valid Claim in a country within the Territory such that royalties are paid by CytomX pursuant to Section 4.2.1, 4.2.3(c) or 4.2.3(d) hereof and, prior to the expiration of the Royalty Term for such Licensed Product in such country, the Licensed Product (and its manufacture, use, sale, offer for sale or importation) is no longer Covered by a Valid Claim in such country, CytomX shall pay ImmunoGen a royalty at the rate set forth in Section 4.2.1(b)(i) hereof for the portion of the

Royalty Term during which no such Valid Claim Covers such Licensed Product (or its manufacture, use, sale, offer for sale or importation) in such country; and (B) if a Licensed Product (or its manufacture, use, sale, offer for sale or importation) is not Covered by a Valid Claim in a country within the Territory such that royalties are paid by CytomX pursuant to Section 4.2.1(b)(i) hereof and, prior to the expiration of the Royalty Term for such Licensed Product in such country, the Licensed Product (or its manufacture, use, sale, offer for sale or importation) becomes Covered by a Valid Claim within the Licensed Patent Rights in such country, CytomX shall pay ImmunoGen a royalty at the rates set forth in Section 4.2.1, 4.2.3(c) or 4.2.3(d) hereof, as applicable, for that portion of the Royalty Term during which such Valid Claim Covers such Licensed Product (or its manufacture, use, sale, offer for sale or importation) in such country.

(iii) Definition of "Cover". A Valid Claim within the Licensed Patent Rights "**Covers**" the Licensed Product (or its manufacture, use, sale, offer for sale or importation) in a country if, but for the license granted under Section 3.1.1 hereof, the manufacture, use, sale, offer for sale or importation of the Licensed Product by CytomX or any of its Affiliates or Sublicensees in such country would infringe such Valid Claim; provided, however, that in determining whether a Valid Claim within such Licensed Patent Rights "**Covers**" (as defined above) the Licensed Product (or its manufacture, use, sale, offer for sale or importation), (A) any Valid Claim within the Licensed Patent Rights that is jointly owned by CytomX (or any of its Affiliates) with ImmunoGen (or any of its Affiliates) shall be deemed to be owned solely by ImmunoGen or an Affiliate of ImmunoGen and (B) any Valid Claim contained in an unissued patent application within the Licensed Patent Rights that has not been (1) canceled, withdrawn or abandoned or (2) pending for more than seven (7) years from its earliest priority date shall be deemed to have been issued.

(c) Loss of Market Exclusivity. Subject to Section 4.2.3(e) hereof, if, with respect to a Calendar Quarter, CytomX or any of its Affiliates or Sublicensees experiences a Loss of Market Exclusivity for a Licensed Product in any country, then CytomX shall have the right to reduce the royalties otherwise due to ImmunoGen pursuant to Section 4.2.1 or 4.2.3(d) hereof (but not the royalties otherwise due to ImmunoGen under Section 4.2.3(b) hereof) with respect to Net Sales in such country of such Licensed Products in such Calendar Quarter as described below, in each case using

a methodology similar to that outlined in Exhibit B attached hereto. In calculating royalty reductions pursuant to this Section 4.2.3(c), the applicable WARR (as defined in Exhibit B) shall be multiplied by a percentage which is equal to a fraction, the numerator of which is the actual Net Sales of the Licensed Product in the country for the applicable Calendar Quarter during the period of Loss of Market Exclusivity, and the denominator of which is the Baseline Net Sales of the Licensed Product in such country; provided, however, that (i) if the percentage referred to above is greater than eighty percent (80%), no reductions shall be made pursuant to this Section 4.2.3(c) with respect to Net Sales of the Licensed Product in such country for such Calendar Quarter; and (ii) such percentage shall never be less than fifty percent (50%), regardless of whether Net Sales of such Licensed Product in such country for such Calendar Quarter are less than fifty percent (50%) of the applicable Baseline Net Sales.

(d) Effect of Challenge. In further consideration of the grant by ImmunoGen of the license hereunder and except to the extent the following is unenforceable under the Applicable Laws of a particular jurisdiction where a patent application within the Licensed Patent Rights is pending or a patent within the Licensed Patent Rights is issued, if CytomX, its Affiliates or Sublicensees initiates a Challenge or induces or assists a Third Party in initiating or prosecuting a Challenge (the Licensed Patent Rights subject to such Challenge being referred to herein as the "**Challenged Patent Rights**"), then during the period that such Challenge is pending, the royalty rates set forth in Section 4.2.1 hereof shall be increased by an additional two percent (2%) of annual Net Sales (the "**Challenge-Related Royalty Increase**") in the country(ies) in which the Challenged Patent Rights were pending or issued (each, a "**Challenge Jurisdiction**") commencing on the date of such initiation or the date CytomX, its Affiliates or Sublicensees first induces or provides assistance to such Third Party, as applicable, but only with respect to Net Sales of Licensed Products in the applicable Challenge Jurisdiction(s). If, following the final, unappealable conclusion of a Challenge in a Challenge Jurisdiction, there remains one or more Valid Claims within the Challenged Patent Rights that would be infringed by the manufacture, use, sale, offer for sale or importation then (i) the royalty rates set forth in Section 4.2.1 hereof shall be increased by an additional three percent (3%) of annual Net Sales (which shall be in addition to the Challenge-Related Royalty Increase) in the applicable Challenge Jurisdiction, commencing upon the final, unappealable conclusion of such Challenge and continuing for the remainder of the Royalty Term in the applicable Challenge Jurisdiction, and (ii) CytomX shall reimburse ImmunoGen for its costs

and expenses (including, without limitation, reasonable attorneys' and experts' fees and expenses of litigation) incurred in responding to the Challenge. CytomX shall be required to pay such reimbursement within sixty (60) days of receiving an invoice therefor from ImmunoGen, which shall set forth in reasonable detail the basis for the charges for which ImmunoGen is seeking reimbursement. If, following the final, unappealable conclusion of a Challenge in a Challenge Jurisdiction, there remain no Valid Claims within the Challenged Patent Rights that would be infringed by the manufacture, use, sale, offer for sale or importation of Licensed Products by CytomX or any of its Affiliates or Sublicensees in such Challenge Jurisdiction in the absence of the license granted under Section 3.1.1 hereof, then ImmunoGen shall reimburse CytomX for all amounts with respect to the Challenge-Related Royalty Increase actually paid by CytomX to ImmunoGen with respect to the Challenge Jurisdiction (the "**Clawback Amount**") as follows: (A) CytomX shall be entitled to credit one hundred percent (100%) of each royalty payment due under Section 4.2 hereof as they become due from and after the final, unappealable conclusion of such Challenge in such Challenge Jurisdiction against the Clawback Amount until reimbursed in full; and (B) any unreimbursed portion of the Clawback Amount outstanding at the conclusion of the Royalty Term in all countries and jurisdictions in the Territory shall be paid to CytomX within sixty (60) days after receipt by ImmunoGen of an invoice from CytomX therefor.

(e) Minimum Royalty Rate. Anything contained in this Agreement to the contrary notwithstanding, none of the reductions to royalties provided in Sections 4.2.3(a), 4.2.3(b) and 4.2.3(c) hereof, shall, individually or in the aggregate, reduce the royalties payable with respect to Net Sales of any Licensed Product sold by CytomX, its Affiliates and its Sublicensees in any country during the Royalty Term by more than fifty percent (50%) of the royalties otherwise owed to ImmunoGen pursuant to Section 4.2.1 or 4.2.3(d), as applicable, without giving effect to any royalty reduction provided in Section 4.2.3(a), 4.2.3(b) or 4.2.3(c) hereof.

4.3. **Reports and Payments**.

4.3.1. **Cumulative Royalties**. The obligation to pay royalties under Section 4.2 shall be imposed only once with respect to a single unit of a Licensed Product regardless of how many Valid Claims in Patent Rights included within the Licensed Intellectual Property would, but for this Agreement, be infringed by the use or sale of such Licensed Product in the country in which such Licensed Product is used or sold.

4.3.2. **Royalty Statements and Payments**. Within sixty (60) days after the end of each Calendar Quarter, CytomX shall deliver to ImmunoGen a report setting forth for such Calendar Quarter the following information, on a Licensed Product-by-Licensed Product basis: (a) the gross sales (if available) and the Net Sales of each Licensed Product (specifying in reasonable detail the deductions to gross sales used to calculate Net Sales, (b) the basis for any adjustments to the royalty payable for the sale of each Licensed Product, (c) the applicable exchange rate to convert each country's currency to U.S. Dollars under Section 4.3.4 hereof and (d) the royalties due hereunder for the sale of each Licensed Product. No such reports shall be due for any Licensed Product before the First Commercial Sale of such Licensed Product in the Territory. The total royalty due for the sale of Licensed Products during such Calendar Quarter shall be remitted at the time such report is delivered.

4.3.3. **No Set-Off; Taxes and Withholding**. All payments made by CytomX to ImmunoGen hereunder shall be made without set-off or counterclaim and free and clear of any taxes, duties, levies, fees or charges, except withholding taxes, if any. In the event any of the payments made pursuant to this Agreement become subject to withholding taxes under the Applicable Law of any jurisdiction, CytomX shall deduct and withhold the amount of such taxes for the account of ImmunoGen, to the extent required by Applicable Law, such amounts payable to ImmunoGen shall be reduced by the amount of taxes deducted and withheld, and CytomX shall pay the amounts of such taxes to the proper Governmental Authority in a timely manner and promptly transmit to ImmunoGen an official tax certificate or other evidence of such tax obligations together with proof of payment from the relevant Governmental Authority of all amounts deducted and withheld sufficient to enable ImmunoGen to claim such payment of taxes. Any such withholding taxes required under Applicable Law to be paid or withheld shall be an expense of, and borne solely by, ImmunoGen. CytomX will provide ImmunoGen with reasonable assistance to enable ImmunoGen to recover such taxes as permitted by Applicable Law.

4.3.4. **Currency**. All amounts payable and calculations hereunder shall be in United States dollars, and all payments due under this Agreement shall be made by wire transfer in immediately available funds to an account designated by the Party owed such payment. As applicable, Net Sales and any royalty deductions shall be converted into United States dollars in accordance with the CytomX Standard Exchange Rate Methodology.

4.3.5. **Overdue Payments**. Subject to the other terms of this Agreement, any payments hereunder not paid within the applicable time period set forth herein shall bear interest from the due date until paid in full, at a rate per annum equal to

the lesser of (a) one and one-half percent (1-1/2%) per month, compounded monthly, or (b) the maximum interest rate permitted by applicable law in regard to such payments, calculated in each case from the date such payment was due through to the date on which payment is actually made; provided, however, that with respect to any disputed payments, no interest shall be due until such dispute is resolved and the interest that shall be payable thereon shall be based on the finally-resolved amount of such payment, calculated from the original date on which the disputed payment was due through the date on which payment is actually made. Such payments when made shall be accompanied by all interest so accrued. Such interest and the payment and acceptance thereof shall not negate or waive the right of ImmunoGen to any other remedy, legal or equitable, to which it may be entitled because of the delinquency of the payment.

4.4. **Maintenance of Records; Audits**.

4.4.1. **Record Keeping**. CytomX shall keep, and cause its Affiliates and Sublicensees to keep, accurate books of account and records in connection with the sale of Licensed Products, in sufficient detail to permit accurate determination of all figures necessary for verification of royalties to be paid hereunder. CytomX shall maintain, and cause its Affiliates and Sublicensees to maintain, such records for a period of at least three (3) years after the end of the Calendar Year in which they were generated.

4.4.2. **Audits**. Upon thirty (30) days prior written notice from ImmunoGen, CytomX shall permit an independent certified public accounting firm of internationally recognized standing selected by ImmunoGen and reasonably acceptable to CytomX to examine, at ImmunoGen's sole expense, the relevant books and records of CytomX, its Affiliates and Sublicensees during the period covered by such examination, as may be reasonably necessary to verify the accuracy of the reports submitted by CytomX in accordance with Section 4.3 hereof and the payment of royalties hereunder. An examination by ImmunoGen under this Section 4.4.2 shall occur not more than once in any Calendar Year and shall be limited to the pertinent books and records for any Calendar Year ending not more than three (3) years before the date of the request. The accounting firm shall be provided access to such books and records at the facilities where such books and records are kept and such examination shall be conducted during normal business hours. CytomX may require the accounting firm to sign a reasonable and customary non-disclosure agreement before providing the accounting firm access to CytomX's facilities or records. Upon completion of the audit, the accounting firm shall provide both ImmunoGen and CytomX a written report disclosing whether the reports submitted by CytomX are correct or incorrect, whether the royalties paid are correct or incorrect and, in each case, the

specific details concerning any discrepancies. CytomX and ImmunoGen shall each have the right to request a further determination by such accounting firm as to matters which such Party disputes within thirty (30) days following receipt of such report. The Party initiating a dispute will provide the other Party and the accounting firm with a reasonably detailed statement of the grounds upon which it disputes any findings in the written report and the accounting firm shall undertake to complete such further determination within thirty (30) days after the dispute notice is provided, which determination shall be limited to the disputed matters and provided to both Parties. The Parties shall use reasonable efforts, through the participation of finance representatives of both Parties, to resolve any dispute arising in relation to the audit by good faith discussion. The results of any such audit, reflecting the accounting firm's determination of any disputed matters, shall be binding on both Parties.

4.4.3. **Underpayments/Overpayments**. If such accounting firm concludes that additional royalties were due to ImmunoGen, CytomX shall pay the additional royalties (plus interest thereon at the rate provided in Section 4.3.5 hereof) within forty-five (45) days of the date CytomX receives such accountant's written report so concluding. If such underpayment exceeds five percent (5%) of the royalties that were to be paid and is also greater than Fifty Thousand U.S. Dollars ($50,000), CytomX also shall reimburse ImmunoGen for all reasonable charges of such accountants for conducting the audit. If such accounting firm concludes that CytomX overpaid royalties, ImmunoGen shall repay such amount in full within forty-five (45) days of the receipt of such accountant's report, or, at CytomX's option, it shall be entitled to offset all such overpayments against any outstanding or future amounts payable to ImmunoGen hereunder until CytomX has received full credit for such overpayments.

4.4.4. **Confidentiality**. All financial information that is subject to review under this Section 4.4 shall be deemed to be the Confidential Information of the audited Party subject to the provisions of Article 6 hereof.

5. INTELLECTUAL PROPERTY.

5.1. **Inventions**.

5.1.1. **Ownership**. All determinations of inventorship under this Agreement shall be made in accordance with the laws of the United States. Determinations of ownership of intellectual property hereunder will be made in accordance with inventorship.

(a) **ImmunoGen Solely Owned Technology**. As between the Parties, ImmunoGen shall be the sole owner of all Licensed Intellectual Property (other than Joint Program Technology and Joint TAP Platform Improvements included therein and any Joint Patent Rights).

(b) **CytomX Solely Owned Technology**. As between the Parties, CytomX shall be the sole owner of all CytomX Program Technology and CytomX TAP Platform Improvements and any Patent Rights claiming such CytomX Program Technology and CytomX TAP Platform Improvements.

(c) **Jointly Owned Technology**. All Joint Program Technology and Joint TAP Platform Improvements (including, without limitation, all Joint Patent Rights) shall be jointly owned by the Parties, with each Party holding an undivided one-half interest therein. Subject to the Parties' other rights and obligations under this Agreement and any then-outstanding License Agreement, each Party shall be free to exploit and assign, either itself or through the grant of licenses to Third Parties, all Joint Program Technology, Joint TAP Platform Technology Improvements and Joint Patent Rights throughout the world without restriction, without the need to obtain further consent from or provide notice to the other Party and without any duty to account or otherwise make any payment of any compensation to the other Party.

5.1.2. **Disclosure**. CytomX shall, no less than thirty (30) days before filing any initial Patent Right disclosing CytomX TAP Platform Improvements or any Joint Program Technology or Joint TAP Platform Improvements or any other Patent Right that contains ImmunoGen's Confidential Information, provide a copy of such disclosure to ImmunoGen. ImmunoGen shall, no less than thirty (30) days before filing any initial Patent Right disclosing Joint Program Technology or Joint TAP Platform Improvements or any other Patent Right that contains CytomX's Confidential Information, provide a copy of such disclosure to CytomX. In each case, such disclosures to the other Party shall include all invention disclosures or other similar documents submitted to such Party by its, or its Affiliates', employees, agents or independent contractors describing such invention and the proposed inventorship of any new Patent Rights intended to be filed. The other Party shall promptly raise any issue regarding inventorship of any such Patent Rights, and the Parties agree to determine the correct inventorship of any Patent Rights in accordance with Section 10.10.1 hereof.

5.2. **Filing, Prosecution and Maintenance of Patent Rights**.

5.2.1. **Cooperation**. Without limiting any other rights and obligations of the Parties under this Agreement, the Parties shall cooperate with respect to the timing, scope and filing of patent applications and patent claims relating to any Joint Program Technology to preserve and enhance the patent protection for

Licensed Products, including the manufacture and use thereof and to allow the Party owning the technology underlying an Improvement to have reasonable input to preserve and enhance its patent portfolio and patenting strategy.

5.2.2. **ImmunoGen Patent Rights**. ImmunoGen, at its own expense, shall have the sole right, but not the obligation, to prepare, file, prosecute and maintain, throughout the world, all Licensed Patent Rights (other than Licensed Patent Rights claiming Joint Program Technology or Joint TAP Platform Improvements). With respect to any Licensed Patent Rights disclosing or claiming Program Technology (other than TAP Platform Improvements included in the Program Technology), ImmunoGen shall keep CytomX reasonably informed of the status of the filing, prosecution and maintenance of such Patent Rights and shall consider in good faith any recommendations made by CytomX in regard to the filing, prosecution or maintenance of any such Patent Right. ImmunoGen shall consult with CytomX in the filing, prosecution and maintenance of any ImmunoGen Patent Right related to Improvements to CytomX Technology and shall not unreasonably refuse to incorporate any recommendations made by CytomX in regard to such filing, prosecution or maintenance. To the extent ImmunoGen decides not to file, prosecute or maintain any Licensed Patent Right that ImmunoGen reasonably believes covers or may cover the Development, Manufacture, Commercialization or use of any Licensed Product (other than any such Patent Right owned or co-owned by a Third Party licensor or the filing of a new initial patent application) and except in the case in which the decision not to file, prosecute or maintain such Patent Right is made by ImmunoGen in the ordinary course of filing continuation applications or as part of an overall strategy to optimize the scope or other aspects of the Licensed Intellectual Property, ImmunoGen shall provide CytomX with thirty (30) days prior written notice to such effect (*i.e.*, at least thirty (30) days prior to the date on which any such filing is intended or due or on which any other such action is due), in which event CytomX may elect to file or continue prosecution or maintenance of such Patent Right, at CytomX's expense, and ImmunoGen, upon CytomX's written request received within such thirty (30) day period, shall execute such documents and perform such acts, at CytomX's expense, as may be reasonably necessary to permit CytomX to file, prosecute and maintain such Patent Right; provided that CytomX (a) shall keep ImmunoGen reasonably informed of the status of the filing, prosecution and maintenance of such Patent Rights, (b) shall consider in good faith any recommendations made by ImmunoGen in regard to such filing, prosecution and maintenance of such Patent Right, and (c) shall not unreasonably refuse to incorporate any recommendations made by ImmunoGen in regard to such filing, prosecution or maintenance. Any such Patent Right that is prosecuted or maintained by CytomX pursuant to this Section 5.2.2 (a) will continue to be owned by ImmunoGen, and (b) subject to the Parties' other rights and obligations

under this Agreement, may be licensed by ImmunoGen to one or more Third Parties. For avoidance of doubt, "prosecution" as used in this Section 5.2 includes oppositions, nullity or revocation actions, post-grant reviews and other patent office proceedings involving the referenced Patent Rights.

5.2.3. **CytomX Patent Rights**. CytomX, at its own expense, shall have the sole right, but not the obligation, to prepare, file, prosecute and maintain, throughout the world, any Patent Rights comprised in the CytomX TAP Platform Improvements. CytomX shall consult with ImmunoGen in the filing, prosecution and maintenance of any Patent Right related to CytomX TAP Platform Improvements (including, without limitation, keeping ImmunoGen reasonably informed of the status thereof), shall consider in good faith any recommendations made by ImmunoGen in regard to such filing, prosecution or maintenance, and shall not unreasonably refuse to incorporate any recommendations made by ImmunoGen in regard to such filing, prosecution or maintenance. Nothing contained in this Agreement shall be construed as obligating CytomX to file any patent application in any country or other jurisdiction relating to CytomX TAP Platform Improvements.

5.2.4. **Joint Patent Rights**. If not already established under the Research Collaboration Agreement, prior to either Party filing any Patent Right disclosing Joint Program Technology or Joint TAP Platform Improvements, the Parties shall establish a patent committee (the "**Patent Committee**") comprised of at least one (1) representative of each Party for the purpose of facilitating the preparation, filing, prosecution, maintenance and defense of Joint Patent Rights. As agreed upon by the Parties, meetings of the Patent Committee may be face-to-face or may be conducted by teleconferences or videoconferences, from time to time as needed. The Patent Committee will be the forum through which the Parties coordinate their respective obligations to each other described in Sections 5.2.2 and 5.2.3 hereof and in this Section. In the event the Parties conceive or generate any Joint Program Technology or Joint TAP Platform Improvements, the Parties shall promptly meet to discuss and determine, based on mutual consent, whether to seek patent protection thereon, which Party will control filing, prosecution and maintenance of such patents and how to pay for the filing, prosecution and maintenance of such patents. It is presumed that CytomX will control filing, prosecution and maintenance of Joint Patent Rights claiming Joint Program Technology or Joint Unconjugated Probody Platform Improvements, and that ImmunoGen will control filing, prosecution and maintenance of Joint Patent Rights claiming Joint TAP Platform Improvements or Joint Conjugation Probody Platform Improvements. Neither Party will file any Joint Patent Right without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The Party controlling filing and prosecution of

any such Joint Patent Right (a) shall keep the other Party informed regarding each Patent Right, (b) shall consider in good faith any recommendations made by the other Party in regard to the filing, prosecution or maintenance of any such Patent Right and (c) shall not unreasonably refuse to incorporate any recommendations made by the other Party in regard to such filing, prosecution or maintenance.

5.2.5. **Improper Patent Filings**. Each Party agrees that, without the prior written consent of the other Party, neither it nor any of its Affiliates will claim in any patent application filed by or on behalf of such Party (or its Affiliate) any unpatented, nonpublic invention for which the inventor(s) (alone or with others) are employees of, or other persons obligated to assign inventions to, the other Party or any Affiliate of the other Party, or disclose any such invention in any such patent application in a manner that would prejudice the other Party's ability to patent such invention.

5.2.6. **Liability**. Except for breaches of Section 5.2.5 hereof, to the extent that a Party is obtaining, prosecuting or maintaining a Patent Right included in the Licensed Intellectual Property or Joint Patent Rights or otherwise exercising its rights under this Section 5.2, such Party, and its Affiliates, employees, agents or representatives, shall not be liable to the other Party in respect of any act or omission on the part of any such Party, or its Affiliates, employees, agents or representatives, in connection with such activities undertaken in good faith.

5.2.7. **Extensions**. The decision to file for a patent term extension and particulars thereof (including which patent(s) to extend) will be made with the goal of obtaining the optimal patent term and scope of protection for Licensed Products. If a Party wishes to file for a patent term extension based on Patent Rights owned by the other Party, it will so notify the other Party, and the Parties will meet to discuss and determine whether and how to proceed with such patent term extension.

5.3. **Joint Research Agreement**. This Agreement shall be understood to be a joint research agreement under 35 U.S.C. § 103(c)(3) entered into for the purpose of Developing Licensed Products.

5.4. **Enforcement of Patent Rights**.

5.4.1. **Notice**. If either ImmunoGen or CytomX becomes aware of any infringement anywhere in the world of any issued Patent Right within the Licensed Intellectual Property or Joint Patent Rights by any Third Party (an "**Infringement**"), such Party shall promptly notify the other Party in writing to that effect.

5.4.2. **Infringement of Certain Patent Rights**.

(a) In the event of any Infringement of a Patent Right included in the Licensed Intellectual Property (including, without limitation, Joint Patent Rights included in the Joint TAP Platform Improvements and Joint Conjugation Probody Platform Improvements but excluding Joint Patent Rights included in the Joint Program Technology (other than Joint Conjugation Probody Platform Improvements)), ImmunoGen shall have the first right to take action to obtain a discontinuance of Infringement or bring suit against a Third Party infringer of such Patent Right within six (6) months from the date of notice.

(b) ImmunoGen shall bear all the expenses of any suit brought by it claiming infringement of any such Patent Right. CytomX shall reasonably cooperate with ImmunoGen in any such suit and shall have the right to consult with ImmunoGen and to participate in and be represented by independent counsel in such litigation at its own expense. ImmunoGen shall incur no liability to CytomX as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any such Patent Right invalid or unenforceable, and ImmunoGen shall not, without CytomX's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), enter into any settlement or consent decree that admits the invalidity or unenforceability or limits the scope of any such Patent Right.

(c) If ImmunoGen has not obtained a discontinuance of such Infringement by, or filed suit against, any such Third Party infringer within the six (6) month period set forth in subsection (a) above, then CytomX shall have the right, but not the obligation, to bring suit against such Third Party infringer, at CytomX's sole expense, under any Licensed Intellectual Property. ImmunoGen shall reasonably cooperate with CytomX in any such litigation, including being joined as a party, at CytomX's expense, provided that ImmunoGen may, at its sole discretion, elect to be represented by independent counsel in such litigation at its own expense. CytomX shall incur no liability to ImmunoGen as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any such ImmunoGen Patent Right invalid or unenforceable; and CytomX shall not, without ImmunoGen's prior written consent (which ImmunoGen may withhold in its sole discretion), enter into any settlement or consent decree that requires any payment by or admits or imparts any other liability to ImmunoGen or admits the invalidity or unenforceability or limits the scope of any such Patent Right.

(d) In the event of any Infringement of a Joint Patent Right included in the Joint Program Technology (other than Joint Conjugation Probody Platform Improvements), CytomX shall have the first right to take action to obtain a discontinuance of Infringement or bring suit against a Third Party infringer of such Patent Right within six (6) months from the date of notice.

(e) CytomX shall bear all the expenses of any suit brought by it claiming infringement of any such Patent Right. ImmunoGen shall reasonably cooperate with CytomX in any such suit and shall have the right to consult with CytomX and to participate in and be represented by independent counsel in such litigation at its own expense. CytomX shall incur no liability to ImmunoGen as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any such Patent Right invalid or unenforceable, and CytomX shall not, without ImmunoGen's prior written consent, enter into any settlement or consent decree that admits the invalidity or unenforceability or limits the scope of any such Patent Right.

(f) If CytomX has not obtained a discontinuance of such Infringement by, or filed suit against, any such Third Party infringer within the six (6) month period set forth in subsection (d) above, then ImmunoGen shall have the right, but not the obligation, to bring suit against such Third Party infringer, at ImmunoGen's sole expense, under any CytomX TAP Platform Improvements. CytomX shall reasonably cooperate with ImmunoGen in any such litigation, including being joined as a party, at ImmunoGen's expense, provided that CytomX may, at its sole discretion, elect to be represented by independent counsel in such litigation at its own expense. ImmunoGen shall incur no liability to CytomX as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any such CytomX Patent Right invalid or unenforceable; and ImmunoGen shall not, without CytomX's prior written consent (which CytomX may withhold in its sole discretion), enter into any settlement or consent decree that requires any payment by or admits or imparts any other liability to CytomX or admits the invalidity or unenforceability or limits the scope of any such Patent Right

(g) The enforcing Party shall keep the other Party reasonably informed of all material developments in connection with any such suit. Any recoveries obtained by either Party as a result of any proceeding against such a Third Party infringer ("**Monies**") shall be allocated as follows:

(i) the Monies will be distributed first to the controlling Party for its out-of-pocket litigation costs and expenses incurred in connection with such litigation; then

(ii) the Monies will then be distributed to the other Party for its out-of-pocket litigation costs and expenses incurred in connection with such litigation; then

(iii) to the extent the remaining Monies recovered represent such Third Party's infringing sales with respect to Licensed Products, (A) ImmunoGen will receive an amount out of such remaining Monies equal to the royalties that would have been due upon sales of the infringing product as if such infringing sales had been incremental Net Sales of a Licensed Product sold by CytomX (the "Deemed Royalty Portion"), and (B) CytomX will receive the amount of such remaining Monies representing such Third Party's infringing sales with respect to Licensed Products, minus the Deemed Royalty Portion; or

(iv) to the extent the remaining Monies recovered represent CytomX's lost profits with respect to Licensed Products, the amount of such Monies shall be grossed up to an amount equivalent to what would have been Net Sales (taking into account CytomX's costs of manufacture and sale relative to such Third Party's costs of manufacture and sale) and (A) ImmunoGen will receive the Deemed Royalty Portion of such calculated Net Sales, and (B) CytomX will receive the amount of such remaining Monies representing CytomX's lost profits with respect to Licensed Products, minus the Deemed Royalty Portion; or

(v) to the extent the remaining Monies recovered represent royalties from sales of a product that infringes (A) any Licensed Patent Rights alone or (B) any Licensed Patent Rights *and* any other Patent Rights owned by or licensed to CytomX or one of its Affiliates or Sublicensees, and the applicable decision-making authority in the action, suit or proceeding has not allocated the Monies between ImmunoGen and the owner of such other Patent Rights, then the Parties shall agree, in good faith, to an allocation of such Monies based on the relevant contributions of the Licensed Patent Rights and such other Patent Rights to the Licensed Product; provided that if the Parties are unable to agree in good faith as to the allocation of such Monies on such basis, then the Parties shall submit such matter for determination to an Independent Patent Counsel; provided that the determination of such independent patent counsel shall be final and binding upon the Parties; then

(vi) if CytomX is the controlling Party, then CytomX will retain all Monies remaining after the distributions described in subsections (i) through (v) above, including, without limitation, those for any multiple damages, punitive damages or other non-compensatory damages, which are applicable to the Licensed Products; or

(vii) if ImmunoGen is the controlling Party, then ImmunoGen will retain all Monies remaining after the distributions described in subsections (i) through (v) above, including, without limitation, those for any multiple damages, punitive damages or other non-compensatory damages.

(h) **Other Infringement**. For any infringement of Patent Rights owned by CytomX or licensed by CytomX from Third Parties, CytomX retains the sole right (as between the Parties), but not the obligation, to enforce such Patent Rights.

(i) **Infringement of Joint Patent Rights**. With respect to any notice of a Third Party infringer of any Joint Patent Right other than a Patent Right included in the Joint Program Technology or Joint TAP Platform Improvements, the Parties shall meet as soon as reasonably practicable to discuss such infringement and determine an appropriate course of action and the Parties' respective rights and responsibilities with respect to any enforcement thereof.

5.5. **Response to Biosimilar Applicants**.

5.5.1. Notice. In the event that CytomX (a) receives a copy of a Biosimilar Application, whether or not such copy is provided under any Applicable Laws (including the BPCIA, the United States Patient Protection and Affordable Care Act, implementing FDA regulations and guidance or similar foreign laws or regulations) applicable to the approval or manufacture of any biosimilar or interchangeable biological product (a "**Proposed Biosimilar Product**") for which a Licensed Product is a "reference product," as such term is used in the BPCIA, or (b) otherwise becomes aware that such a Biosimilar Application has been filed (such as in an instance described in Section 351(l)(9)(C) of the PHSA), then CytomX shall promptly provide ImmunoGen with written notice.

5.5.2. Access to Confidential Information. Upon written request from ImmunoGen and to the extent permitted by Applicable Laws, CytomX shall provide ImmunoGen with confidential access to those portions of the Biosimilar

Application and such other information provided to CytomX by the Third Party that submitted the Biosimilar Application (the "**Applicant**") that describe the Linker and Payload of the Proposed Biosimilar Product or the method(s) of conjugating the cell-binding moiety of the Proposed Biosimilar Product to its Payload; provided, however, that prior to receiving the Biosimilar Application and such confidential information, ImmunoGen shall provide notice to CytomX and the Applicant confirming its agreement to be subject to the confidentiality provisions in Section 351(l)(1)(B)(iii) of the PHSA. For purposes of clarity, the Parties acknowledge and agree that ImmunoGen has retained a right to assert any patent within the Licensed Patent Rights and participate in litigation concerning any such patent.

5.5.3. Proposed Patent List.

(a) Preparation of Proposed Patent List. Not later than twenty (20) days from the date of receipt by CytomX of a copy of a Biosimilar Application and related manufacturing information, CytomX, with cooperation from ImmunoGen, shall prepare and provide ImmunoGen with a list (the "**Proposed Patent List**") of (i) those patents within the Licensed Patent Rights that CytomX reasonably believes would be infringed by the manufacture and/or sale of the Proposed Biosimilar Product and (ii) those patents within the Licensed Patent Rights, if any, that CytomX would be willing to sublicense to such Applicant in accordance with the terms of this Agreement. As soon as practicable following the date of receipt by ImmunoGen of the Proposed Patent List, ImmunoGen and CytomX shall discuss in good faith the patents within the Licensed Patent Rights to be included on the Proposed Patent List and CytomX shall consider in good faith ImmunoGen's proposals for changes to the Proposed Patent List with respect to the patents within the Licensed Patent Rights. Not later than the end of the period specified by Applicable Laws, CytomX shall provide the Applicant with a copy of the Proposed Patent List; provided, however, that CytomX shall incorporate certain ImmunoGen requests in accordance with Section 5.5.3(d) hereof. Notwithstanding the enforcement rights with respect to the Licensed Patent Rights set forth in Section 5.2.2 hereof, CytomX shall have the right to include any of the patents within the Licensed Patent Rights on the Proposed Patent List to the extent that CytomX reasonably believes that a claim of patent infringement for such patent could be asserted by either ImmunoGen or CytomX; provided, however, that the right to control any suit or proceeding in which such a claim is asserted shall be as set forth in Section 5.5.4 hereof.

(b) Disclosure of Applicant's Response. Provided that ImmunoGen has agreed to comply with the confidentiality provisions in Section 351(l)(1)(B)(iii) of the PHSA and to the extent permitted by Applicable Laws, CytomX shall provide to ImmunoGen the portion of the Applicant Response (as defined below) pertaining to the Licensed Patent Rights no later than ten (10) days from the date of receipt by CytomX of a response from the Applicant with regard to any patent within the Licensed Patent Rights included on the Proposed Patent List, including any response required by the BPCIA (the "**Applicant Response**").

(c) Preparation of CytomX Response. Not later than thirty (30) days from the date of receipt by CytomX of the Applicant Response, CytomX, with cooperation and assistance from ImmunoGen, shall prepare and provide ImmunoGen with a proposed response with respect to the Licensed Patent Rights (the "**CytomX Response**") that (i) describes on a claim-by-claim basis, how each patent within the Licensed Patent Rights on the Proposed Patent List would be infringed by the commercial marketing of the Proposed Biosimilar Product, and (ii) responds to Applicant's claims, if any, that the patents within the Licensed Patent Rights on the Proposed Patent List are invalid or unenforceable. The CytomX Response shall include only the foregoing and shall not be construed to include any proposed response to the Applicant relating to any patents other than the Licensed Patent Rights; further, any actual response to the Applicant under the BPCIA and all decisions relating to subsequent procedures under the BPCIA with regard to any patent other than those included within the Licensed Patent Rights shall be within the sole discretion of CytomX. As soon as practicable following the date of receipt by ImmunoGen of the proposed CytomX Response, the Parties shall discuss in good faith the statements in the proposed CytomX Response and CytomX shall consider in good faith ImmunoGen's proposals for changes to the CytomX Response. Not later than the end of the period specified by Applicable Laws, CytomX shall provide the Applicant with a copy of the CytomX Response; provided, however, that CytomX shall incorporate certain ImmunoGen requests in accordance with Section 5.5.3(d) hereof.

(d) Inclusion of Licensed Patent Rights or Responsive Information. Provided that CytomX is legally able under Applicable Law to provide ImmunoGen with a copy of the Biosimilar Application (and related manufacturing agreement) and ImmunoGen has provided notice to CytomX and Applicant confirming its agreement to be subject to the confidentiality provisions of Section 351(l)(1)(B)(iii) of the PHSA, if ImmunoGen requests in writing to either (i) include a patent in the

Proposed Patent List that was not included in CytomX's initial Proposed Patent List provided to ImmunoGen by CytomX pursuant to Section 5.5.3(a) hereof or (ii) include responsive information with respect to any patent within the Licensed Patent Rights in the CytomX Response that was not included in CytomX's initial CytomX Response provided to ImmunoGen pursuant to Section 5.5.3(c) hereof, then, absent manifest error, CytomX shall include such patent in the Proposed Patent List and such responsive information in the CytomX Response provided to Applicant, as applicable; provided, however, that ImmunoGen shall indemnify CytomX in accordance with Section 9.2 hereof to the extent any submissions requested by ImmunoGen are determined to have been made negligently or in bad faith.

(e) Negotiation; ImmunoGen Rights. As soon as possible following the date on which CytomX provides the CytomX Response to the Applicant, CytomX shall commence good faith negotiations with Applicant for a period of not more than fifteen (15) days (the "**Negotiation Period**") in an effort to reach agreement on the patents on the Proposed Patent List (the "**Infringed Patent List**") that will be the subject to an Immediate Patent Infringement Action; provided, however, that if the Proposed Patent List includes both patents within the Licensed Patent Rights and patents that are not within the Licensed Patent Rights, then CytomX shall not agree to the inclusion in the Infringed Patent List of any patents within the Licensed Patent Rights without the prior written consent of ImmunoGen, which consent shall not be unreasonably withheld, conditioned or delayed. If CytomX and Applicant fail to reach agreement under Section 351(l)(4)(A) of the PHSA on the Infringed Patent List, CytomX shall have the sole right to determine under Section 351(l)(5)(B) of the PHSA which patents of those on the Proposed Patent List should be the subject of an Immediate Patent Infringement Action; provided, however, that if the Proposed Patent List includes both patents within the Licensed Patent Rights and patents that are not within the Licensed Patent Rights, then CytomX shall not include in the list of patents to be provided by CytomX to Applicant pursuant to Sections 351(l)(5)(B)(i)(II) of the PHSA any patents within the Licensed Patent Rights without the prior written consent of ImmunoGen, which consent shall not be unreasonably withheld, conditioned or delayed. Within ten (10) days following the exchange of such lists by CytomX and the Applicant, CytomX shall, to the extent legally permissible, provide ImmunoGen with a copy of the portion of the combined Infringed Patent List containing patents within the Licensed Patent Rights that will be the subject of an Immediate Patent Infringement Action.

(f) Supplements to Proposed Patent List. ImmunoGen shall provide CytomX with a copy of any U.S. patent within the Licensed Patent Rights that is issued after CytomX has provided the Proposed Patent List to the Applicant within ten (10) day after such issuance. As soon as practicable following the date of receipt by CytomX of any such patent, ImmunoGen and CytomX shall discuss in good faith whether such patent would be infringed by the manufacture and/or sale of the Proposed Biosimilar Product. CytomX shall provide the Applicant with a supplement to the Proposed Patent List to include such patent not later than thirty (30) days after the issuance of such patent if CytomX reasonably believes that a claim of patent infringement for such patent could be asserted by either ImmunoGen or CytomX or if ImmunoGen, absent manifest error, requests that CytomX supplement the Proposed Patent List to include such patent provided, however, that ImmunoGen shall indemnify CytomX in accordance with Section 9.2 hereof to the extent any supplement submissions requested by ImmunoGen are determined to have been made negligently or in bad faith.

5.5.4. Claims, Suits and Proceedings.

(a) Immediate Patent Infringement Action. With respect to any patents within the Licensed Patent Rights or any Patent Rights claiming CytomX TAP Platform Improvements, Joint Program Technology or Joint TAP Platform Improvements that are to be the subject of an Immediate Patent Infringement Action, the Parties' respective rights and obligations with respect to the litigation of such patents (including rights to initiate, step in, participate in, settle and share amounts recovered pursuant to such Immediate Patent Infringement Action, and obligations to pay legal costs and expenses with respect to such Immediate Patent Infringement Action) shall be as set forth in Section 5.4.2 hereof, except that the Party having the first right to file a claim for Infringement against the Applicant with respect to any such patent subject to an Immediate Patent Infringement Action shall file such claim within fifteen (15) days after agreement is reached as to the Infringed Patent List under Section 351(l)(4) or the exchange of the lists under Section 351(l)(5)(B) of the PHSA, as applicable.

(b) Pre-Marketing Litigation. Either Party shall, within ten (10) days of receiving any notice of commercial marketing provided by the Applicant pursuant to Section 351(l)(8)(A) of the PHSA (the "**Premarket Notice**"), notify the other Party. Thereafter, the Parties' respective rights and obligations with respect to any litigation pursuant to Section

351(l)(8)(B) of the PHSA (including rights to initiate, step in, participate in, settle and share amounts recovered pursuant to such action, and obligations to pay legal costs and expenses with respect to such action) shall be as set forth in Section 5.4.2 hereof.

(c) Cooperation; Standing. If a Party with the right to initiate legal proceedings under this Section 5.5.4 lacks standing to do so (or lacks the right under the BPCIA to do so) and the other Party has standing (or the sole right under the BPCIA) to initiate such legal proceedings, such Party with standing shall initiate such legal proceedings at the request and expense of the other Party.

5.5.5. Invalidity or Unenforceability Defenses or Actions. In the event that the Applicant asserts, as a defense or as a counterclaim in any infringement action under Section 5.5.4 hereof, that any of the Licensed Patent Rights or any Patent Rights claiming CytomX TAP Platform Improvements, Joint Program Technology or Joint TAP Platform Improvements is invalid or unenforceable, then the Parties' respective rights and obligations with respect to the response to such defense or the defense against such counterclaim, as applicable, (including rights to initiate, step in, participate in, settle and share amounts recovered pursuant to such action, and obligations to pay legal costs and expenses with respect to such action) shall be as set forth in Section 5.4.2 hereof; provided that for these purposes any such defense or counterclaim shall be deemed to be an Infringement. In all other cases, including any declaratory judgment action or similar action or claim filed by an Applicant asserting that any of the Licensed Patent Rights or any Patent Rights claiming CytomX TAP Platform Improvements, Joint Program Technology or Joint TAP Platform Improvements is invalid or unenforceable (as in a declaratory judgment action brought by the Applicant following the Premarket Notice), then the Parties' respective rights and obligations with respect to such action (including rights to initiate, step in, participate in, settle and share amounts recovered pursuant to such action, and obligations to pay legal costs and expenses with respect to such action) shall be as set forth in Section 5.4.2 hereof; provided that for these purposes any such case shall be deemed to be an Infringement.

5.5.6. Changes in Applicable Law. The Parties have agreed to the provisions of this Section 5.5 on the basis of the BPCIA and other applicable laws and regulations in effect as of the Effective Date. If there are any material changes to the BPCIA or other Applicable Laws that would affect these provisions, the Parties will discuss amendments to this Section 5.5 in good faith.

5.6. **Interference, Opposition, Revocation and Declaratory Judgment Actions**. If the Parties mutually determine that, based upon the review of a Third Party's patent or

patent application or other intellectual property rights, it may be desirable in connection with any Licensed Product to provoke or institute an interference, opposition, revocation, post-grant review or other patent office proceedings or declaratory judgment action with respect thereto, then the Parties shall consult with one another and shall reasonably cooperate in connection with such an action. Each Party shall retain all rights to control any actions initiated prior to the Effective Date.

5.7. **Infringement of Third Party Patent Rights**. If the Development, Manufacture, use or Commercialization of any Licensed Product is alleged by a Third Party to infringe a Third Party's patent or other intellectual property rights, the Party becoming aware of such allegation shall promptly notify the other Party. CytomX shall have the right to take such action as it deems appropriate in response to such allegation, and shall be solely responsible for all damages, costs and expenses in connection therewith, subject to Article 9 hereof.

6. CONFIDENTIALITY

6.1. **Confidentiality**. Except to the extent expressly authorized by this Agreement, the Parties agree that, during the Term and for ten (10) years thereafter, each Party, in its capacity as the Receiving Party shall: (a) keep the Disclosing Party's Confidential Information confidential; (b) not disclose, or permit the disclosure of, the Disclosing Party's Confidential Information; and (c) not use, or permit to be used, the Disclosing Party's Confidential Information for any purpose, in each case, except for the performance of its obligations or exercise of its rights under this Agreement, provided, however, that the foregoing obligations shall not apply, or shall cease to apply, to the extent that such Confidential Information (i) was already known by the Receiving Party or its Affiliates (other than under an obligation of confidentiality to the Disclosing Party) at the time of disclosure by the Disclosing Party; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party; (iii) became generally available to the public or otherwise part of the public domain after its disclosure to the Receiving Party, other than through any act or omission of the Receiving Party or its Affiliates or any of their respective Representatives in breach of its obligations under this Agreement; (iv) was disclosed to the Receiving Party or its Affiliates, other than under an obligation of confidentiality, by a Third Party who had no obligation to the Disclosing Party not to disclose such information to the Receiving Party ; or (v) was independently discovered or developed by or on behalf of the Receiving Party without the use of any Confidential Information of the Disclosing Party.

6.2. **Authorized Disclosure**.

6.2.1. **Disclosure to Party Representatives**. Notwithstanding the foregoing provisions of Section 6.1 hereof, the Receiving Party may disclose Confidential Information belonging to the Disclosing Party to the Receiving Party's

Representatives who (a) have a need to know such Confidential Information in connection with the performance of the Receiving Party's obligations or the exercise of the Receiving Party's rights under this Agreement and (b) have agreed in writing to non-disclosure and non-use provisions with respect to such Confidential Information that are at least as restrictive as those set forth in this Article 6.

6.2.2. **Disclosure to Third Parties**.

(a) Notwithstanding the foregoing provisions of Section 6.1 hereof, the Parties may disclose Confidential Information belonging to the other Party:

(i) to Governmental Authorities to the extent reasonably necessary to obtain or maintain INDs or Regulatory Approvals for any Licensed Product and in order to respond to inquiries, requests, investigations, orders or subpoenas of Governmental Authorities relating to this Agreement;

(ii) to outside consultants, contractors, advisory boards, managed care organizations, and non-clinical and clinical investigators, in each case to the extent reasonably necessary to Develop, Manufacture, use or Commercialize any Licensed Product under reasonable obligations of confidentiality;

(iii) subject to Section 5.2 hereof, to the extent reasonably necessary, in connection with filing or prosecuting Patent Rights as permitted by this Agreement;

(iv) to the extent reasonably necessary, in connection with prosecuting or defending litigation as permitted by this Agreement;

(v) regarding the existence of this Agreement, this Agreement itself or the material and financial terms of this Agreement, (A) to its accountants, lawyers, and other advisers, and (B) to actual or potential investors, lenders, licensors, licensees, acquirers, investment bankers, or agents of the foregoing in connection with a financing, licensing transaction, merger, or acquisition, in each case (A)-(B) under confidentiality obligations no less restrictive than those set forth in this Agreement, provided that ImmunoGen shall not disclose the identity of the Licensed Target under clause (B) without the prior written consent of CytomX;

(vi) subject to Section 6.3.2 hereof, in connection with or included in scientific presentations and publications relating to Licensed Products, including abstracts, posters, journal articles and the like, and posting results of and other information about clinical trials to clinicaltrials.gov or PhRMA websites; and

(vii) to the extent necessary in order to enforce its rights under this Agreement.

(b) In the event a Party deems it reasonably necessary to disclose Confidential Information belonging to the other Party pursuant to Section 6.2.2(a)(i) hereof, the Disclosing Party shall to the extent possible give reasonable advance written notice of such disclosure to the other Party and take all reasonable measures to ensure confidential treatment of such information.

(c) Data generated by CytomX using Licensed Products shall not be considered Confidential Information of ImmunoGen, and, therefore, not subject to this Article 6.

6.2.3. **SEC Filings and Other Disclosures**. Notwithstanding any provision of this Agreement to the contrary, either Party may disclose the existence or terms of this Agreement to the extent required, in the reasonable opinion of such Party's legal counsel, to comply with Applicable Law. Notwithstanding the foregoing, before disclosing this Agreement or any of the terms hereof pursuant to this Section 6.2.3, the Parties will consult with one another on the terms of this Agreement to be redacted in making any such disclosure. Further, if a Party discloses this Agreement or any of the terms hereof in accordance with this Section 6.2.3, such Party shall, at its own expense, use Commercially Reasonable Efforts to seek such confidential treatment of confidential portions of this Agreement and such other terms, as may be reasonably requested by the other Party.

6.3. **Public Announcements; Publications**.

6.3.1. **Announcements**. Except as may be expressly permitted under Section 6.2.3, neither Party will make any public announcement regarding the existence or terms of this Agreement without the prior written approval of the other Party. For the sake of clarity, nothing in this Agreement shall prevent either Party from making any public disclosure relating to this Agreement if the contents of such public disclosure have previously been made public other than through a breach of this Agreement by the issuing Party or its Affiliates. The Parties shall mutually agree to one or more press releases regarding the signing of this

Agreement following the Effective Date. The Parties agree that each Party may issue future announcements concerning CytomX's achievement of any significant milestones, including the selection of a clinical candidate, under this Agreement, provided that the content of any such announcement has been mutually agreed upon by the Parties.

6.3.2. **Publications**. The Parties acknowledge that scientific publications and presentations must be strictly monitored to prevent any adverse effect from premature publication or dissemination of results of the activities hereunder. Each Party (in such capacity the "**Publishing Party**") agrees that, except as required by Applicable Laws, it shall not publish or present, or permit to be published or presented, any results of the Development, Manufacture, use or Commercialization of a Licensed Product to the extent such results refer to, derive from or otherwise relate to the Licensed Intellectual Property (the "**Covered Results**"), without the prior review by and approval of the other Party (in such capacity, the "**Non-Disclosing Party**"), which approval shall not be unreasonably withheld; provided that it shall not be deemed unreasonable for CytomX to withhold its consent to any request by ImmunoGen to publish or disseminate Covered Results prior to the publication or dissemination of such Covered Results by CytomX. The Publishing Party shall submit to the Non-Disclosing Party for review and approval any proposed academic, scientific and medical publication or public presentation which contains Covered Results or otherwise contains the Non-Disclosing Party's Confidential Information; provided that the foregoing requirement shall apply to CytomX only to the extent any such proposed publication or presentation would refer to, describe or otherwise disclose Confidential Information of ImmunoGen (including, without limitation, any non-public Licensed Intellectual Property). In addition, each Party shall submit to the other Party for review and approval any proposed publication or public presentation relating to data generated under the Research Program. In both instances, such review and approval will be conducted for the purposes of preserving the value of the Licensed Intellectual Property and determining whether any portion of the proposed publication or presentation containing the Non-Disclosing Party's Confidential Information should be modified or deleted. Written copies of such proposed publication or presentation required to be submitted hereunder shall be submitted to the Non-Disclosing Party no later than thirty (30) days before submission for publication or presentation (the "**Review Period**"). The Non-Disclosing Party shall provide its comments with respect to such publications and presentations within fifteen (15) days after its receipt of such written copy, and the Publishing Party shall delete any Confidential Information of the Non-Disclosing Party upon request. The Review Period may be extended for an additional sixty (60) days in the event the Non-Disclosing Party can, within fifteen (15) days of receipt of the written copy, demonstrate

reasonable need for such extension, including for the preparation and filing of patent applications. The Parties will each comply with standard academic practice regarding authorship of scientific publications and recognition of contribution of other parties in any publication governed by this Section 6.3.2.

6.3.3. **Integration**. As to the subject matter of this Agreement, this Article 6 supersedes any confidential disclosure agreements between the Parties, including, without limitation, the Confidentiality Agreement and the confidentiality provisions of the Research Collaboration Agreement. Any confidential information of a Party disclosed under the Confidentiality Agreement or the Research Collaboration Agreement relating to the subject matter of this Agreement shall be treated as Confidential Information of such Party hereunder, subject to the terms of this Article 6.

7. REPRESENTATIONS AND WARRANTIES.

7.1. **Mutual Representations and Warranties**. Each of CytomX and ImmunoGen hereby represents and warrants to the other that:

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

7.1.2. the execution, delivery and performance of this Agreement by such Party has been duly authorized by all requisite action under the provisions of its charter, bylaws and other organizational documents, and does not require any action or approval by any of its shareholders or other holders of its voting securities or voting interests;

7.1.3. it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

7.1.4. this Agreement has been duly executed and is a legal, valid and Binding Obligation on it, enforceable against it in accordance with its terms; and

7.1.5. the execution, delivery and performance by such Party of this Agreement and its compliance with the terms and provisions hereof does not and will not conflict with or result in a breach of or default under any Binding Obligation existing as of the Effective Date.

7.2. **Representations and Warranties of ImmunoGen**. Except as set forth in a written disclosure letter (the "**Disclosure Letter**") delivered by ImmunoGen to CytomX within fifteen (15) days after the Effective Date (which shall be deemed Confidential Information of ImmunoGen), ImmunoGen hereby represents and warrants to CytomX that as of the Effective Date:

7.2.1. to its Knowledge, (a) the issued and unexpired patents within the Licensed Intellectual Property are valid and enforceable patents and (b) ImmunoGen has received no written notice from a Third Party challenging or threatening to challenge the extent, validity or enforceability of any Licensed Patent Rights;

7.2.2. to its Knowledge, ImmunoGen has received no written notice from a Third Party claiming that the use, practice or application of the Licensed Intellectual Property pursuant to the license granted hereunder to CytomX will infringe the issued patents of any such Third Party (excluding, for clarity, any potential infringement that might arise solely as a result of the combination of any Licensed Intellectual Property with any other technology or intellectual property); and

7.2.3. there is no (a) claim, demand, suit, proceeding, arbitration, inquiry, investigation or other legal action of any nature, civil, criminal, regulatory or otherwise, pending or, to its Knowledge, threatened against ImmunoGen or any of its Affiliates or (b) judgment or settlement against or owed by ImmunoGen or any of its Affiliates, in each case in connection with the Licensed Intellectual Property or relating to the transactions contemplated by this Agreement

For purposes of this Section 7.2, "**Knowledge**" means the actual knowledge (without having conducted, or having any duty to conduct, any specific inquiry) of the following ImmunoGen employees: (i) any "executive officer" (as defined in Rule 3b-7 promulgated under the Securities Exchange Act of 1934, as amended) and (ii) chief patent counsel (or person with similar responsibilities).

7.3. **Government Approvals**. Each of CytomX and ImmunoGen shall cooperate with the other Party and use Commercially Reasonable Efforts to make all registrations, filings and applications, to give all notices and to obtain as soon as practicable all governmental or other consents, transfers, approvals, orders, qualifications authorizations, permits and waivers, if any, and to do all other things necessary or desirable for the consummation of the transactions as contemplated hereby.

7.4. **Further Covenants**. In addition to the covenants made elsewhere in this Agreement, ImmunoGen hereby covenants to CytomX that, from the Effective Date until expiration or termination of this Agreement, it will not (a) knowingly take any action that conflicts with the rights under the Licensed Intellectual Property granted to CytomX under this Agreement or (b) knowingly fail to take any action that is reasonably necessary to avoid a conflict with the rights under the Licensed Intellectual Property granted to CytomX under this Agreement.

7.5. **Representation by Legal Counsel**. Each Party hereto represents that it has been represented by legal counsel in connection with this Agreement and acknowledges that it has participated in the drafting hereof. In interpreting and applying the terms and provisions of this Agreement, the Parties agree that no presumption shall exist or be implied against the Party which drafted such terms and provisions.

7.6. **Warranty Disclaimers**.

7.6.1. Except as expressly set forth in Section 7.1 or 7.2 hereof, nothing in this Agreement is or shall be construed as a warranty or representation by ImmunoGen (a) as to the validity or scope of any patent application or patent within the Licensed Patent Rights or (b) that anything made, used, sold or otherwise disposed of under any license granted under this Agreement is or will be free from infringement of patents, copyrights and other rights of Third Parties.

7.6.2. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. TERM AND TERMINATION.

8.1. **Term**. The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall extend, unless this Agreement is terminated earlier in accordance with this Article 8, on a Licensed Product-by-Licensed Product and country-by-country basis, until such time as the Royalty Term with respect to the sale of such Licensed Product in such country expires. Provided this Agreement has not been terminated prior thereto by ImmunoGen under Section 8.3, 8.4 or 8.5 hereof or by CytomX under Section 8.2 or 8.4 hereof, following the expiration of the Royalty Term applicable to a Licensed Product in a country in accordance with Section 1.134 hereof, CytomX and its Affiliates shall have a fully paid-up, irrevocable, freely transferable and sublicensable license under the relevant Licensed Intellectual Property, to make, have made, use, sell, offer for sale and import such Licensed Products in such country.

8.2. **Voluntary Termination by CytomX**. CytomX shall have the right to terminate this Agreement at any time prior to the achievement of the first Regulatory Marketing Approval for any Licensed Product in any country or other jurisdiction in the Territory, upon not less than ninety (90) days' prior written notice to ImmunoGen.

8.3. **Termination by Either Party for Cause**. Either Party may terminate this Agreement in its entirety at any time during the Term by giving written notice to the other Party if the other Party commits a material breach of its obligations under this Agreement (a "**Material Breach**"), such notice to describe such Material Breach in reasonable detail, and such Material Breach remains uncured for ninety (90) days, measured from the date written notice of such breach is given to the breaching Party; provided, however, that if the nature of the asserted breach is such that more than ninety (90) days are reasonably required to cure, then the cure period shall be extended for a period not to exceed an additional sixty (60) days so long as the Party seeking to cure the asserted breach is diligently pursuing such cure to completion.

8.4. **Termination on Insolvency**. This Agreement may be terminated upon written notice by either Party at any time in the event of an Insolvency Event of the other Party.

8.5. **Termination for Material Breach of the Research Collaboration Agreement by CytomX**. ImmunoGen shall have the right to terminate this Agreement, effective upon thirty (30) days' prior written notice to CytomX, in the event ImmunoGen has terminated the Research Collaboration Agreement due to the occurrence of a Material Breach (as defined in the Research Collaboration Agreement) thereunder by CytomX which remains uncured as of the termination date of the Research Collaboration Agreement.

8.6. **Effects of Expiration or Termination**.

8.6.1. **Effect of Termination by ImmunoGen under Section 8.3, 8.4 or 8.5 or by CytomX under Section 8.2**. If ImmunoGen terminates this Agreement pursuant to Section 8.3, 8.4 or 8.5 hereof, or CytomX terminates this Agreement pursuant to Section 8.2 hereof, then:

(a) the license granted by ImmunoGen to CytomX and its Affiliates under Section 3.1.1 hereof shall immediately terminate, and CytomX and its Affiliates shall discontinue the use of any Licensed Intellectual Property except, with respect to the Licensed Patent Rights, as otherwise permitted under 35 U.S.C. § 271(e)(1) with respect to activities performed in the United States;

(b) CytomX and its Affiliates and Sublicensees shall cease any Development and Commercialization of Licensed Products in the Territory, subject to Section 8.6.3 hereof; and

(c) each Party shall promptly return or destroy all of the other Party's Confidential Information, provided that each Party may retain, subject to Article 6 hereof, (i) one (1) copy of the other Party's Confidential

Information in its archives solely for the purpose of establishing the contents thereof and ensuring compliance with its obligations hereunder, (ii) any Confidential Information of the other Party contained in its laboratory notebooks or databases, and (iii) any Confidential Information of the other Party to the extent reasonably required to exercise its rights and perform its obligations under any other then-outstanding License Agreement.

8.6.2. **Effect of Termination by CytomX under Section 8.3 or 8.4**. If CytomX terminates this Agreement pursuant to Section 8.3 or 8.4 hereof, then

(a) the license granted to CytomX by ImmunoGen pursuant to Section 3.1.1 hereof shall continue on the terms set forth herein, subject to CytomX's continued payment of all milestone and royalty payments in accordance with this Agreement, and on a country-by-country and Licensed Product-by-Licensed Product basis, upon the expiration of the Royalty Term applicable to a Licensed Product in country in accordance with Section 1.134 hereof and provided CytomX shall have paid to ImmunoGen all royalty amounts due to ImmunoGen with respect to Net Sales in such country, CytomX and its Affiliates shall thereafter have a fully paid-up, irrevocable, freely transferable ad sublicensable license under the relevant Licensed Intellectual Property, to make, have made, use, sell, offer for sale and import such Licensed Product in such country;

(b) ImmunoGen shall remain entitled to receive payments that accrued before the effective date of such termination; and

(c) each Party shall promptly return or destroy all of the other Party's Confidential Information, provided that each Party may retain, subject to Article 6 hereof, (i) one (1) copy of the other Party's Confidential Information in its archives solely for the purpose of establishing the contents thereof and ensuring compliance with its obligations hereunder, (ii) any Confidential Information of the other Party contained in its laboratory notebooks or databases and (iii) any Confidential Information of the other Party to the extent reasonably required to exercise its rights and perform its obligations under any then-outstanding License Agreement. The foregoing notwithstanding, and subject to Article 6 hereof, CytomX may retain and use ImmunoGen's Confidential Information with respect to the exercise of its rights set forth in clause (a) above or necessary or useful to exercise any other of its rights under this Agreement that survive such termination.

8.6.3. **Treatment of Sublicensees on Termination**. Notwithstanding the foregoing, ImmunoGen shall permit a Sublicensee of CytomX to become its direct Sublicensee upon notification to ImmunoGen.

8.6.4. **Satisfaction of Obligations During Notice Period**. During the period from providing a notice of termination through the termination of the Agreement, the Parties shall continue to perform their obligations under this Agreement.

8.6.5. **Pending Dispute Resolution**. If a Party gives notice of termination and the other Party disputes whether such notice was proper, then the issue of whether this Agreement has been terminated shall be resolved in accordance with Section 10.9 or 10.10 hereof, as applicable, and this Agreement shall remain in effect pending the resolution of such dispute. If as a result of such dispute resolution process it is determined that the notice of termination was proper, then such termination shall be effective immediately. If as a result of such dispute resolution process it is determined that the notice of termination was improper, then no termination shall have occurred and this Agreement shall remain in effect. Anything contained in this Agreement to the contrary notwithstanding, if the asserted breach is cured or shown to be non-existent within the applicable cure period, the first notice of breach hereunder shall be deemed automatically withdrawn and of no effect.

8.7. **Disposition of Inventories of Products**. Following termination of this Agreement by ImmunoGen pursuant to Section 8.3 or 8.4, CytomX and its Affiliates and Sublicensees shall have the right to continue to sell their existing inventories of Licensed Product(s) that have received Regulatory Marketing Approval prior to such termination for a period not to exceed six (6) months after the effective date of such termination or expiration and CytomX shall pay any milestones and royalties payable in connection with such sales in accordance with Article 4 hereof.

8.8. **Remedies**. Except in the case of either Party's breach of Section 2.6 or Article 6 hereof, the rights of the non-breaching Party set forth in Section 8.6 hereof shall be the exclusive legal remedy to a Party arising from a Material Breach; provided, however, that (a) in addition to the foregoing legal remedy, the Parties may seek any and all equitable remedies, including, without limitation, declarative and injunctive relief and specific performance in accordance with applicable law, and (b) nothing in this Section shall limit the Parties' respective rights and obligations with respect to (i) Unauthorized Use of the other Party's Confidential Information or Proprietary Materials, (ii) unauthorized disclosure of the other Party's Confidential Information or (iii) indemnification as set forth in Article 9 hereof.

8.9. **Survival of Certain Obligations**. Expiration or termination of this Agreement shall not relieve the Parties of any obligation that accrued before such expiration or

termination. The following provisions shall survive expiration or termination of this Agreement: Sections 2.5.2, 2.5.3, 2.5.4, 2.6 and 3.3, Articles 4, 5 and 6, Sections 7.6, 8.1, 8.6, 8.7 (for the period set forth therein), 8.8 and 8.9, and Articles 9 and 10. For avoidance of doubt, any other Section that explicitly states it survives expiration or termination of this Agreement shall so survive.

9. LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE.

9.1. **No Consequential Damages**. Except with respect to liability arising from a breach of Article 6 hereof, in no event will either Party, its Affiliates or any of its or its Affiliates' respective Representatives be liable under this Agreement for any special, indirect, incidental, consequential or punitive or exemplary damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, (a) including loss of profits or revenue suffered by either Party or any of its respective Affiliates or Representatives or (b) cost of procurement of substitute goods, technology or services, even if either Party is informed in advance of the possibility of such damages and even if the remedies provided for in this Agreement fail of their essential purpose. For purposes of clarity, a Party's monetary liability under a Third Party Claim for such Third Party's special, indirect, incidental or consequential damages or for any punitive or exemplary damages payable in connection with such Third Party Claim, shall be deemed to be the direct damages of such Party for purposes of this Article 9.

9.2. **Indemnification by ImmunoGen**. ImmunoGen will indemnify, defend and hold harmless CytomX, its Affiliates and each of its and their respective employees, officers, directors and agents (each, a "**CytomX Indemnified Party**") from and against any and all liability, loss, damage, expense (including reasonable attorneys' fees and expenses) and cost (collectively, a "**Liability**") as a direct result of any Third Party claims, suits, actions, demands or judgments, including, without limitation, personal injury and product liability matters (collectively, "**Third Party Claims**") arising out of a Material Breach of this Agreement by ImmunoGen, except, in each case, to the extent any such Third Party Claim or Liability results from a Material Breach of this Agreement by CytomX, the Development, Manufacture, Commercialization or use (including, without limitation, the production, manufacture, promotion, import, sale or use by any Person) of any Licensed Product by, on behalf of, or under the authority of, CytomX or any of its Affiliates, Sublicensees, subcontractors, distributors or agents (other than an ImmunoGen Indemnified Party), or the negligence, recklessness or intentional acts of CytomX or any of its Affiliates, Sublicensees, subcontractors, distributors or agents; provided that with respect to any Third Party Claim for which CytomX also has an obligation to indemnify any ImmunoGen Indemnified Party pursuant to Section 9.3 hereof, ImmunoGen shall indemnify each CytomX Indemnified Party for its Liability to the extent of ImmunoGen's responsibility, relative to CytomX (or to Persons for whom CytomX is legally responsible), for the facts underlying the Third Party Claim.

9.3. **Indemnification by CytomX**. CytomX will indemnify, defend and hold harmless ImmunoGen, its Affiliates, contractors, distributors and each of its and their respective employees, officers, directors and agents (each, a "**ImmunoGen Indemnified Party**") from and against any and all Liabilities as a direct result of any Third Party Claims arising out of:

(a) the Development, Manufacture, Commercialization or use (including, without limitation, the production, manufacture, promotion, import, sale or use by any Person) of any Licensed Product by, on behalf of, or under the authority of, CytomX or any of its Affiliates, Sublicensees, subcontractors, distributors or agents (other than by any ImmunoGen Indemnified Party); or

(b) a Material Breach of this Agreement by CytomX;

except to the extent any such Third Party Claim or Liability results from a Material Breach of this Agreement by ImmunoGen or the negligence, recklessness or intentional acts of ImmunoGen or any ImmunoGen Indemnified Party; provided that with respect to any Third Party Claim for which ImmunoGen also has an obligation to indemnify any CytomX Indemnified Party pursuant to Section 9.2 hereof, CytomX shall indemnify each ImmunoGen Indemnified Party for its Liability to the extent of CytomX's responsibility, relative to ImmunoGen (or to Persons for whom ImmunoGen is legally responsible), for the facts underlying the Third Party Claim.

9.4. **Procedure**.

9.4.1. **Notice**. Each Party will notify the other Party in writing in the event it becomes aware of a claim for which indemnification may be sought hereunder. In the event that any Third Party asserts a claim or other proceeding (including any governmental investigation) with respect to any matter for which a Party (the "**Indemnified Party**") is entitled to indemnification hereunder, then the Indemnified Party shall promptly notify the Party obligated to indemnify the Indemnified Party (the "**Indemnifying Party**") thereof; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then only to the extent that) the Indemnifying Party is prejudiced thereby.

9.4.2. **Control**. The Indemnifying Party shall have the right, at its sole cost and expense, exercisable by notice to the Indemnified Party within ten (10) Business Days after receipt of notice from the Indemnified Party of the commencement of or assertion of any Third Party Claim, to assume direction and control of the defense, litigation, settlement, appeal or other disposition of the Third Party Claim (including the right to settle the claim solely for monetary consideration) with counsel selected by the Indemnifying Party and reasonably acceptable to the

Indemnified Party. The Indemnified Party shall cooperate, and shall cause its Affiliates and agents to cooperate upon request of the Indemnifying Party, in the defense or prosecution of the Third Party Claim, including by furnishing such records, information and testimony and attending such conferences, discovery proceedings, hearings, trials or appeals as may reasonably be requested by the Indemnifying Party. The Indemnified Party shall have the right to join in (including the right to conduct discovery, interview and examine witnesses and participate in all settlement conferences), but not control, at its own expense, the defense of any Third Party Claim that the other Party is defending as provided in this Agreement.

9.4.3. **Settlement**. Neither the Indemnifying Party nor the Indemnified Party shall enter into any compromise or settlement of a Third Party Claim for which the right to indemnification hereunder has been asserted without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided that the Indemnifying Party may, without the Indemnified Party's prior written consent, agree or consent to any settlement or other resolution of such Third Party Claim which requires solely money damages paid by the Indemnifying Party, and which includes as an unconditional term thereof the giving by such claimant or plaintiff to the Indemnified Party of a release from all liability in respect of such Third Party Claim. Each of the Indemnifying Party and the Indemnified Party shall not make any admission of liability in respect of any Third Party Claim without the prior written consent of the other Party, and the Indemnified Party shall use reasonable efforts to mitigate Liabilities arising from such Third Party Claim.

9.5. **Insurance**. Each Party shall obtain and maintain, during the Term, commercial general liability insurance, including products liability insurance, with reputable and financially secure insurance carriers (or pursuant to a program of self-insurance reasonably satisfactory to the other Party) to cover its indemnification obligations under Section 9.2 or 9.3 hereof with respect to bodily injury (including death) and damage to property, as applicable, in each case with limits of not less than $3,000,000 per occurrence and in the aggregate. Insurance (other than permitted self-insurance) shall be procured with carriers having an A.M. Best Rating of A-VII or better. Any indemnification payment hereunder shall be made net of any insurance proceeds which the Indemnified Party is entitled to recover; provided, however, that if, following the payment to the Indemnified Party of any amount under this Article 9, such Indemnified Party becomes entitled to recover any insurance proceeds in respect of the claim for which such indemnification payment was made, the Indemnified Party shall promptly pay an amount equal to the amount of such proceeds (but not exceeding the amount of such indemnification payment) to the Indemnifying Party.

10. MISCELLANEOUS.

10.1. **Assignment**. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that such consent shall not be required in connection with any assignment of this Agreement to an Affiliate of the assigned Party, or to a Third Party in connection with the transfer or sale of the business to which this Agreement relates, or to any successor Person resulting from any merger or consolidation of such Party with or into such Person, provided that the assignee shall have agreed in writing to assume all of the assignor's obligations hereunder, and provided, further, that the other Party shall be notified promptly after such assignment has been effected. This Agreement shall be binding upon the successors and permitted assigns of the Parties and the name of a Party appearing herein shall be deemed to include the names of such Party's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement. Any purported assignment not in accordance with this Section 10.1 shall be null and void.

10.2. **Further Actions**. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of the Agreement.

10.3. **Force Majeure**. Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by *force majeure* (defined below) and the nonperforming Party promptly provides notice of the prevention to the other Party. Such excuse shall be continued so long as the condition constituting *force majeure* continues and the nonperforming Party takes Commercially Reasonable Efforts to resume performance. For purposes of this Agreement, "*force majeure*" shall include conditions beyond the control of the Parties, including an act of God, voluntary or involuntary compliance with any Applicable Law or order of any government, war, act of terror, civil commotion, labor strike or lock-out, epidemic, failure or default of public utilities or common carriers, or destruction of production facilities or materials by fire, earthquake, storm or like catastrophe; provided that financial inability to pay in and of itself shall not be considered to be a *force majeure* event.

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

10.4. **Notices**. Any notice or notification required or permitted to be provided pursuant to the terms and conditions of this Agreement (including any notice of *force majeure*, breach, termination, change of address, etc.) shall be in writing and shall be deemed given upon receipt if delivered personally or by facsimile transmission (receipt verified), five (5) Business Days after deposited in the mail if mailed by certified mail (return receipt requested) postage prepaid, or on the next Business Day if sent by overnight delivery using a nationally recognized express courier service and specifying next Business Day delivery (receipt verified), to the Parties at the following addresses or facsimile numbers (or at such other address or facsimile number for a Party as shall be specified by like notice, provided, however, that notices of a change of address shall be effective only upon receipt thereof):

All correspondence to ImmunoGen shall be addressed as follows:

ImmunoGen, Inc.
830 Winter Street
Waltham, MA 02451
Attn: Vice President, Business Development

Fax: [***]

All correspondence to CytomX shall be addressed as follows:

CytomX Therapeutics, Inc.
343 Oyster Point Blvd., Suite 100
South San Francisco, CA 94080-7014
Attn: CEO

Fax: 1-650-351-0353

To help expedite the other Party's awareness and response, copies of notices may be provided to the other Party by email but must be supplemented by one of the following methods: (a) personal delivery, (b) first class certified mail with return receipt requested, or (c) next-day delivery by major international courier, with confirmation of delivery. Electronic copies may be sent via email to [***] at CytomX and to [***] at ImmunoGen so long as such individuals remain employed by CytomX or ImmunoGen, respectively.

10.5. **Amendment**. No amendment, modification or supplement of any provision of this Agreement shall be valid or effective unless made in writing and signed by a duly authorized officer of the Party to be bound.

10.6. **Waiver**. No provision of this Agreement shall be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving Party. The waiver by either of the Parties of any breach of any provision hereof by the other Party shall not be construed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself.

10.7. **Severability**. If any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Agreement, as it is the intent of the Parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent

possible. In any such event, this Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed substituted therefor such provision as will most nearly carry out the intent of the Parties as expressed in this Agreement to the fullest extent permitted by Applicable Law.

10.8. **Descriptive Headings**. The descriptive headings of this Agreement are for convenience only and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

10.9. **Dispute Resolution**. The Parties recognize that a *bona fide* dispute as to certain matters may arise from time to time during the Term relating to either Party's rights or obligations hereunder or otherwise relating to the validity, enforceability or performance of this Agreement, including disputes relating to alleged breach or termination of this Agreement but excluding any disputes relating to Article 6 hereof or disputes relating to the determination of the validity, scope, infringement, enforceability, inventorship or ownership of the Parties' respective Patent Rights (hereinafter, a "**Dispute**"). In the event of the occurrence of any Dispute, the Parties shall follow the following procedures in an attempt to resolve the dispute or disagreement:

10.9.1. The Party claiming that such a Dispute exists shall give notice in writing (a "**Notice of Dispute**") to the other Party of the nature of the Dispute.

10.9.2. Within fourteen (14) days of receipt of a Notice of Dispute, the ImmunoGen Alliance Manager and the CytomX Alliance Manager shall meet in person or by teleconference and exchange written summaries reflecting, in reasonable detail, the nature and extent of the Dispute, and at this meeting they shall use their reasonable endeavors to resolve the Dispute.

10.9.3. If the Alliance Managers are unable to resolve the Dispute during the meeting described in Section 10.9.2 hereof or if for any reason such meeting does not take place within the period specified in Section 10.9.2 hereof, then the Dispute will be referred to the JDC which shall meet no later than forty-five (45) days following the initial receipt of the Notice of Dispute and use reasonable endeavors to resolve the Dispute.

10.9.4. If the JDC is unable to resolve the Dispute during the meeting described in Section 10.9.3 hereof or if for any reason such meeting does not take place within the period specified in Section 10.9.3 hereof, then the Chief Executive Officer of ImmunoGen and the Chief Executive Officer of CytomX shall meet at a mutually agreed-upon time and location for the purpose of resolving such Dispute.

10.9.5. If, within ninety (90) days of initial receipt of the Notice of Dispute, the Dispute has not been resolved, or if, for any reason, the meeting described in

Section 10.9.4 hereof has not been held within ninety (90) days of initial receipt of the Notice of Dispute, then the Parties agree that such Dispute shall be finally resolved through binding arbitration to be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, as specifically modified by the provisions of this Section 10.9.5.

(a) Arbitration Panel. The arbitration shall be conducted by a panel of three (3) arbitrators. Within thirty (30) days after the initiation of the arbitration, each Party will nominate one person to act as arbitrator, and the two arbitrators so named will then jointly appoint the third arbitrator within thirty (30) days of their appointment, who will serve as chairman of the panel. All three (3) arbitrators must be independent Third Parties having at least ten (10) years of dispute resolution experience (which may include judicial experience) and/or legal or business experience in the biotech or pharmaceutical industry. If either Party fails to nominate its arbitrator, or if the arbitrators selected by the Parties cannot agree on a person to be named as chairman within such thirty (30) day period, JAMS will make the necessary appointments for such arbitrator(s) or the chairman. Once appointed by a Party, such Party shall have no *ex parte* communication with its appointed arbitrator.

(b) Location and Proceedings. The place of arbitration will be in the Borough of Manhattan, City of New York, NY or such other venue as the Parties may mutually agree. The arbitration proceedings and all communications with respect thereto shall be in English. Any written evidence originally in another language will be submitted in English translation accompanied by the original or a true copy thereof. The arbitrators have the power to decide all matters in Dispute, including any questions of whether or not such matters are subject to arbitration hereunder. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1 *et seq.*, and judgment upon the award rendered by the arbitrators may be entered in any court having competent jurisdiction thereof.

(c) Limitation on Awards. Except for breaches of Article 6 hereof, the arbitrators shall have no authority to award any special, indirect, incidental, consequential, punitive, exemplary or other similar damages. Each Party shall bear its own costs and expenses (including attorneys' fees and expert or consulting fees) incurred in connection with the arbitration. The Parties shall equally (50/50) share the arbitrators' fees and other administrative costs and expenses associated with the arbitration.

(d) Confidentiality. The existence, content and results of any arbitration proceedings pursuant to this Section 10.9.5 shall be deemed the Confidential Information of both Parties.

10.9.6. Notwithstanding any provision of this Agreement to the contrary, either Party may immediately initiate litigation in any court of competent jurisdiction seeking any remedy at law or in equity, including the issuance of a preliminary, temporary or permanent injunction, to preserve or enforce its rights under this Agreement.

10.10. **Patent Disputes and Disputes Relating to Article 6**.

10.10.1. Inventorship. Any dispute, controversy or claim between the Parties involving the inventorship of any Program Technology that is not resolved by mutual agreement of the Party's respective chief patent counsels (or persons

with similar responsibilities) within thirty (30) days after the date the dispute is raised by one or both of the Parties shall be submitted to an Independent Patent Counsel for resolution. Such Independent Patent Counsel's determination of inventorship, absent manifest error, shall be final and binding on the Parties; provided, however, that any such determination with respect to a patent application shall not preclude either Party from disputing inventorship with respect to any patents issuing from such patent application, which disputes shall be resolved in accordance with this Section. The Parties shall equally (50/50) share the Independent Patent Counsel fees and expenses related to his determination of inventorship.

10.10.2. Other Patent Disputes. Any dispute, controversy or claim between the Parties that involves the validity, scope, infringement, enforceability or ownership of the Parties' respective Patent Rights (a) that are pending or issued in the United States shall be subject to actions before the United States Patent and Trademark Office and/or submitted exclusively to the federal court located in the jurisdiction where the Party whose Patent Rights are the subject to such dispute, controversy or claim resides (provided that if such Party does not reside in the United States, venue shall be the jurisdiction where such Party's principal U.S. Affiliate resides) and (b) that are pending or issued in any other country (or region) shall be brought before an appropriate regulatory or administrative body or court in that country (or region), and the Parties hereby consent to jurisdiction and venue in such courts and bodies.

10.10.3. Disputes Relating to Article 6. Any dispute, controversy or claim between the Parties that relates to the enforcement of Article 6 hereof shall be subject to action in any court of competent jurisdiction.

10.11. **Governing Law**. This Agreement, and all claims arising under or in connection therewith, shall be governed by and interpreted in accordance with the substantive laws of the State of New York, without regard to conflict of law principles thereof.

10.12. **Entire Agreement**. This Agreement, including its Exhibits and Schedules, constitutes and contains the complete, final and exclusive understanding and agreement of the Parties and cancels and supersedes any and all prior negotiations, correspondence, understandings and agreements, whether oral or written, between the Parties respecting the subject matter hereof and thereof, including the Confidentiality Agreement.

10.13. **Purpose and Scope**. The Parties understand and agree that this Agreement is limited to the activities, rights and obligations as expressly set forth herein. Nothing herein contained shall be deemed to create an employment, agency, joint venture or partnership relationship between the Parties hereto or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.

10.14. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be an original and both of which shall constitute together the same document. Counterparts may be signed and delivered by facsimile or PDF file, each of which shall be binding when received by the applicable Party.

10.15. **No Third Party Rights or Obligations**. Except as set forth in Article 9 hereof, no provision of this Agreement shall be deemed or construed in any way to result in the creation of any rights or obligation in any Person not a Party to this Agreement. However, either Party may decide, in its sole discretion, to use one or more of its Affiliates to perform its obligations and duties hereunder, provided that such Party shall remain liable hereunder for the performance by any such Affiliates of any such obligations.

10.16. **Interpretation**. The Parties hereto acknowledge and agree that: (a) each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to each Party hereto and not in a favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement. In addition, unless the context otherwise requires, wherever used in this Agreement: (i) the singular shall include the plural, the plural the singular; (ii) the use of any gender shall be applicable to all genders; (iii) the word “or” is used in the inclusive sense (and/or); (iv) the words “include” or “including” shall be construed as incorporating, also, “but not limited to” or “without limitation” (irrespective of whether the words are used in

the applicable instance); (v) the words “hereof,” “herein,” “hereby” and derivative or similar words refer to this Agreement as a whole and not to any particular provision of this Agreement; and (vi) all references to “will” are interchangeable with the word “shall” and shall be understood to be imperative or mandatory in nature.

[The remainder of this page has been intentionally left blank. The signature page follows.]

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

IN WITNESS WHEREOF, duly authorized representatives of the Parties have duly executed this Agreement to be effective as of the Effective Date.

IMMUNOGEN, INC.	CYTOMX THERAPEUTICS, INC.
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

EXHIBIT A

Licensed Target

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

EXHIBIT B

Royalty Rate Reduction Methodology

Step 1 – Calculate the Weighted Average Royalty Rate (WARR) for the Calendar Quarter

- This is the weighted average rate calculated based on the worldwide Net Sales of the Licensed Product for a Calendar Quarter, based upon the rates detailed in Section 4.2 of this Agreement and assuming that there are not any countries where the royalty rate is to be reduced per Section 4.2.3(b)(i) or 4.2.3(c) of this Agreement. (M = Million)
- For instance, if the worldwide Net Sales for Calendar Quarter 1 of 2020 is $1,000M, then the WARR for that period is ($500M*[***]% + $500M* [***]%) / $1,000M = [***]%
- WARR is the basis for the royalty reduction; it is not the effective royalty rate for a certain country or for the Licensed Product on a worldwide basis.

Step 2 – Determine the reduced royalty due to ImmunoGen for those countries in the world for which a reduced royalty rate is to be applied per Section 4.2.3(b)(i) or 4.2.3(c) of this Agreement.

- The reduced royalty rate is the WARR * 50%
- Continuing with the example in Step 1,
- If Country X is the one (and only) country in the world for which a reduced royalty rate is to be applied per Section 4.2.3(b)(i) or 4.2.3(c) of this Agreement, and
- sales in Country X for the Calendar Quarter are $50M (out of the $1,000M of worldwide sales),
- then the reduced royalty due to ImmunoGen for Country X is:

[***]% * 50% * $50M = $[***]

- This calculation should be repeated for each country for which a reduced royalty rate is to be applied per Section 4.2.3(b)(i) or 4.2.3(c) of this Agreement.

Step 3 – Apply the WARR from Step 1 to Net Sales for the Calendar Quarter in all countries of the world in which the royalty rate is not to be reduced per Section 4.2.3(b)(i) or 4.2.3(c) of this Agreement.

- Continuing with the example in Step 1,
- Net Sales for the Calendar Quarter excluding Country X are $950M (out of the $1,000M of worldwide sales)
- Then the royalties due to ImmunoGen for all countries of the world excluding Country X are:

$500M*[***]% + $450M*[***]% = $[***]

Step 4 – Sum the amounts calculated in Steps 2 and 3 above to arrive at the total royalties due to ImmunoGen for the Calendar Quarter.

- Continuing with the example in Step 1,

$[***] + $[***] = $[***]

EXHIBIT D

Form of ImmunoGen License Agreement

[See Attached

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Exhibit D

LICENSE AGREEMENT

BETWEEN

IMMUNOGEN, INC.

AND

CYTOMX THERAPEUTICS, INC.

, 201

***Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

TABLE OF CONTENTS

		Page
1.	DEFINITIONS	1
2.	PRODUCT DEVELOPMENT, MANUFACTURING AND COMMERCIALIZATION	20
	2.1. **General**	20
	2.2. **Development Diligence**	21
	2.3. **Joint Development Committee**	22
	2.4. **Alliance Managers**	24
	2.5. **Updates and Reports; Product Recalls**	24
	2.6. **Transfer and Use of Proprietary Materials**	25
	2.7. **Services**	26
3.	LICENSE GRANTS	27
	3.1. **License Grants**	27
	3.2. **Retained Rights and Covenants**	28
	3.3. **License to ImmunoGen Probody Platform Improvements**	28
	3.4. **Section 365(n) of Bankruptcy Code**	29
	3.5. **No Implied Rights**	29
4.	PAYMENTS	29
	4.1. **Milestone Payments**	29
	4.2. **Royalties**	31
	4.3. **Reports and Payments**	36
	4.4. **Maintenance of Records; Audits**	38

5. INTELLECTUAL PROPERTY 39
5.1. **Inventions** 39
5.2. **Filing, Prosecution and Maintenance of Patent Rights** 41
5.3. **Joint Research Agreement** 43
5.4. **Enforcement of Patent Rights** 44
5.5. **Response to Biosimilar Applicants** 47
5.6. **Interference, Opposition, Revocation and Declaratory Judgment Actions** 53
5.7. **Infringement of Third Party Patent Rights** 53
6. CONFIDENTIALITY 53
6.1. **Confidentiality** 53
6.2. **Authorized Disclosure** 54
6.3. **Public Announcements; Publications** 56
7. REPRESENTATIONS AND WARRANTIES 57
7.1. **Mutual Representations and Warranties** 57
7.2. **Representations and Warranties of CytomX** 58
7.3. **Government Approvals** 59
7.4. **Further Covenants** 59
7.5. **Representation by Legal Counsel** 59
7.6. **Warranty Disclaimers** 59
8. TERM AND TERMINATION 59
8.1. **Term** 59
8.2. **Voluntary Termination by ImmunoGen** 60

8.3. **Termination by Either Party for Cause** 60
8.4. **Termination on Insolvency** 60
8.5. **Termination for Material Breach of the Research Collaboration Agreement by ImmunoGen** 60
8.6. **Effects of Expiration or Termination** 60
8.7. **Disposition of Inventories of Products** 62
8.8. **Remedies** 63
8.9. **Survival of Certain Obligations** 63
9. LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE 63
9.1. **No Consequential Damages** 63
9.2. **Indemnification by CytomX** 63
9.3. **Indemnification by ImmunoGen** 64
9.4. **Procedure** 64
9.5. **Insurance** 65
10. MISCELLANEOUS 66
10.1. **Assignment** 66
10.2. **Further Actions** 66
10.3. **Force Majeure** 66
10.4. **Notices** 67
10.5. **Amendment** 68
10.6. **Waiver** 68
10.7. **Severability** 68
10.8. **Descriptive Headings** 68

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

10.9. **Dispute Resolution** 68
10.10. **Patent Disputes and Disputes Relating to Article 6** 70
10.11. **Governing Law** 71
10.12. **Entire Agreement** 71
10.13. **Purpose and Scope** 71
10.14. **Counterparts** 71
10.15. **No Third Party Rights or Obligations** 71
10.16. **Interpretation** 72

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

EXHIBITS

Exhibit A – Licensed Target

Exhibit B – Royalty Rate Reduction Methodology

Schedule 1.120 – List of Cytotoxic Compound Patent Rights

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

LICENSE AGREEMENT

This Research Collaboration and License Agreement (the "**Agreement**") is entered into as of [1] (the "**Effective Date**"), by and between **CytomX Therapeutics, Inc.**, a corporation organized and existing under the laws of Delaware and having a place of business at 343 Oyster Point Blvd., Suite 100, South San Francisco, California, 94080 United States ("**CytomX**") and **ImmunoGen, Inc.**, a corporation organized and existing under the laws of Massachusetts and having a place of business at 830 Winter Street, Waltham, Massachusetts, 02451 ("**ImmunoGen**"). CytomX and ImmunoGen may each be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the Parties have entered into a Research Collaboration Agreement, pursuant to which, among other things, CytomX granted to ImmunoGen the right to obtain a license to certain Know-How and related Patent Rights owned or Controlled by CytomX with respect to certain Targets; and

WHEREAS, pursuant to the Research Collaboration Agreement, ImmunoGen has exercised an ImmunoGen Option (as defined in the Research Collaboration Agreement), pursuant to which the Parties have agreed to enter into this Agreement setting forth the terms and conditions of an exclusive license from CytomX to ImmunoGen with respect to the Licensed Target.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS.

When used in this Agreement, the following capitalized terms shall have the meanings set forth in this Article 1.

1.1. "**ADC**" means a compound that incorporates, is comprised of or is otherwise derived from an Antibody (or other cell-binding moiety) conjugated to a Payload using a Linker, other than a PDC.

1.2. "**Affiliate**" means, with respect to any Person, any other Person that controls, is controlled by or is under common control with such Person. A Person shall be regarded as in control of another entity if it owns or controls at least fifty percent (50%) of the equity securities of the subject entity entitled to vote in the election of directors (or, in the

[1] Insert date of receipt by ImmunoGen of Option Exercise Notice with respect to the Licensed Target.

case of an entity that is not a corporation, for the election of the corresponding managing authority), provided, however, that the term "Affiliate" shall not include subsidiaries or other entities in which a Party or its Affiliates owns a majority of the ordinary voting power necessary to elect a majority of the board of directors or other managing authority, but is restricted from electing such majority by contract or otherwise, until such time as such restrictions are no longer in effect. A Person shall be deemed an Affiliate only so long as it satisfies the foregoing definition.

1.3. "**Alliance Manager**" is defined in Section 2.4 hereof.

1.4. "**Annual Maintenance Fees**" is defined in Section 2.2.1 hereof.

1.5. "**Annual Net Sales**" means, with respect to any Licensed Product in a Calendar Year during the applicable Royalty Term for such Licensed Product, the aggregate Net Sales by a Party, its Affiliates and its Sublicensees from the sale of such Licensed Product in the Territory during such Calendar Year.

1.6. "**Antibody**" means a molecule which comprises or contains: (a) one or more immunoglobulin variable domains; or (b) fragments, variants, modifications or derivatives of such immunoglobulin variable domains irrespective of origin or source, including but not limited to antigen binding portions including Fab, Fab', F(ab')2, Fv, dAb and CDR fragments, single chain antibodies (scFv), chimeric antibodies, monospecific antibodies, diabodies and polypeptides (including humanized versions thereof) that contain at least a portion of an immunoglobulin that is sufficient to confer specific antigen binding to the polypeptide. For clarity, as used in this Agreement, the term "Antibody" shall not include Probodies or PDCs.

1.7. "**Applicable Law**" means the laws, statutes, rules, regulations, guidelines, or other requirements that may be in effect from time to time and apply to a particular activity contemplated hereby, including any such laws, statutes, rules, regulations, guidelines or other requirements of the FDA or the EMA or any applicable securities regulatory authorities or national securities exchanges or securities listing organizations.

1.8. "**Applicant**" is defined in Section 5.5.2 hereof.

1.9. "**Applicant Response**" is defined in Section 5.5.3(b) hereof.

1.10. "**Bankruptcy Code**" is defined in Section 3.4 hereof.

1.11. "**Baseline Net Sales**" is defined in Section 1.94 hereof.

1.12. "**Binding Obligation**" means, with respect to a Party (a) any oral or written agreement or arrangement that binds or legally affects such Party's operations or property,

including any assignment, license agreement, loan agreement, guaranty, or financing agreement; (b) the provisions of such Party's charter, bylaws or other organizational documents or (c) any order, writ, injunction, decree or judgment of any court or Governmental Authority entered against such Party or by which any of such Party's operations or property are bound.

1.13. "**Biosimilar Application**" means an application submitted to the FDA under subsection (k) of the PHSA or a similar application submitted under a similar regulatory scheme to another Regulatory Authority.

1.14. "**BLA**" means a Biologics License Application (as that term is used in Title 21 of the United States Code of Federal Regulations) filed with the FDA seeking Regulatory Approval to market and sell any Licensed Product in the United States for a particular indication.

1.15. "**BPCIA**" means the Biologics Price Competition and Innovation Act of 2009.

1.16. "**Business Day**" means a day other than a Saturday, a Sunday or other day on which banking institutions in Boston, Massachusetts or San Francisco, California are required to be closed or are actually closed with legal authorization.

1.17. "**Calendar Quarter**" means the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 or December 31, for so long as this Agreement is in effect.

1.18. "**Calendar Year**" means each successive period of twelve (12) calendar months commencing on January 1 and ending on December 31.

1.19. "**Challenge**" means any challenge to the patentability, validity, or enforceability of any of the Licensed Patent Rights, including without limitation: (a) filing a declaratory judgment action in which any of the Licensed Patent Rights is alleged to be invalid or unenforceable; (b) citing prior art pursuant to 35 U.S.C. §122 or §301, filing a request for re-examination of any of the Licensed Patent Rights pursuant to 35 U.S.C. §302 or §311, filing a petition to request an *inter partes* review of the Licensed Patent Rights pursuant to 35 U.S.C. §311, or filing a petition to request a post-grant review of the Licensed Patent Rights pursuant to 35 U.S.C. §321; or (c) filing or commencing any re-examination, opposition, cancellation, nullity or similar proceeding against any of the Licensed Patent Rights in any country.

1.20. "**Challenge Jurisdiction**" is defined in Section 4.2.3(d) hereof.

1.21. "**Challenged Patent Rights**" is defined in Section 4.2.3(d) hereof.

1.22. "**Challenge-Related Royalty Increase**" is defined in Section 4.2.3 (d) hereof.

1.23. "**Clawback Amount**" is defined in Section 4.2.3(d) hereof.

1.24. "**Combination**" is defined in Section 1.104 hereof.

1.25. "**Commercialization**" or "**Commercialize**" means activities with respect to a Licensed Product relating to commercialization in the Field in the Territory, including pre-launch and launch activities, pricing and reimbursement activities, marketing, promoting, detailing, distributing, offering for sale and selling such Licensed Product, importing and exporting such Licensed Product for sale, conducting post-marketing human clinical trials, reporting of adverse events in patients and interacting with Regulatory Authorities regarding any of the foregoing. Commercialization shall not include any activities related to Manufacturing or Development. When used as a verb, "Commercialize" means to engage in Commercialization and "Commercialized" has a corresponding meaning.

1.26. "**Commercially Reasonable Efforts**" means, with respect to the efforts to be expended by a Party with respect to any objective, those reasonable, good faith efforts to accomplish such objective as such Party would normally use to accomplish a similar objective under similar circumstances. With respect to any efforts relating to the Development of a Licensed Product by ImmunoGen, generally or with respect to any particular country in the Territory, ImmunoGen will be deemed to have exercised Commercially Reasonable Efforts if it has exercised those efforts normally used by ImmunoGen, in the relevant country, with respect to a compound, product or product candidate, as applicable, owned or Controlled by ImmunoGen, or to which ImmunoGen has similar rights, which compound, product or product candidate is of similar market potential in such country, and is at a similar stage in its development or product life cycle as the Licensed Product, taking into account all relevant factors in effect at the time such efforts are to be expended. It is expressly understood that, so long as this Agreement may be terminated by ImmunoGen for convenience pursuant to Section 8.2 hereof, ceasing the Development of a Licensed Product shall be deemed to be inconsistent with Commercially Reasonable Efforts. Further, to the extent that the performance of ImmunoGen's obligations hereunder is adversely affected by CytomX's failure to perform its obligations hereunder, the impact of such performance failure will be taken into account in determining whether ImmunoGen has used its Commercially Reasonable Efforts to perform any such affected obligations.

1.27. "**Confidential Information**" of a Party means (a) with respect to ImmunoGen, the identity of the Licensed Target, and (b) with respect to each Party, all Know-How or other information, including proprietary information and materials (whether or not patentable) regarding such Party's technology, products, business or objectives, that is

communicated in any way or form by or on behalf of such Party (in such capacity, the "**Disclosing Party**") to the other Party (in such capacity, the "**Receiving Party**") or to any of the Receiving Party's or its Affiliates' employees, consultants or subcontractors (collectively, "**Representatives**"), either prior to or after the Effective Date of this Agreement (including any information disclosed pursuant to the Confidentiality Agreement), and whether or not such Know-How or other information is identified as confidential at the time of disclosure. The terms and conditions of this Agreement shall be deemed to be the Confidential Information of each Party. Confidential Information within the CytomX Program Technology shall be deemed to be the Confidential Information of CytomX. Confidential Information within the ImmunoGen Program Technology shall be deemed to be the Confidential Information of ImmunoGen. Confidential Information within the Joint Program Technology shall be deemed to be the Confidential Information of each Party. Certain other information is designated as Confidential Information throughout this Agreement and is included in this definition.

1.28. "**Confidentiality Agreement**" means that certain Mutual Confidential Disclosure Agreement between the Parties effective as of March 21, 2013.

1.29. "**Conjugation Probody Platform Improvements**" is defined in Section 1.120 hereof.

1.30. "**Control**" or "**Controlled**" means, with respect to any (a) item of information, including Know-How, (b) intellectual property right, or (c) Proprietary Material, the possession (whether by ownership interest or license, other than pursuant to this Agreement) by a Party of the ability to grant to the other Party access to or a license under such item, right or material, as provided herein, without violating the terms of any agreement or other arrangements with any Third Party.

1.31. "**Covered Results**" is defined in Section 6.3.2 hereof.

1.32. "**Cover(s)**" is defined in Section 4.2.3(b)(iii) hereof.

1.33. **[Reserved]**

1.34. "**CytomX Indemnified Party**" is defined in Section 9.3 hereof.

1.35. "**CytomX Program Technology**" means any Program Technology (other than Joint Program Technology) the inventors of which are employees, agents or independent contractors of CytomX or any of its Affiliates. Anything contained in this Agreement to the contrary notwithstanding, any and all CytomX Program Technology that is necessary or useful for Developing, Manufacturing, using or Commercializing Licensed Products and that claims, covers or is specifically directed to the composition of, or any method of using or method of making any Licensed Product or Probody comprised in a Licensed Product shall be included in the Licensed Intellectual Property.

1.36. "**CytomX Proprietary Materials**" means biological materials (including any Probodies, Masks or Substrates) and other tangible research materials Controlled by CytomX and provided by CytomX to ImmunoGen under this Agreement. Without prejudice to any intellectual property rights in and to Probodies, any tangible Probodies produced by or for ImmunoGen or any of its Affiliates, Sublicensees or Permitted Third Party Service Providers using any hybridoma or genetic sequencing information provided by CytomX in connection with the Development, Manufacture, use and Commercialization of Licensed Products shall not be deemed to be CytomX Proprietary Materials for purposes of this Agreement.

1.37. **[Reserved]**

1.38. **[Reserved]**

1.39. **[Reserved]**

1.40. "**CytomX Technology**" means any Patent Right, Know-How or other intellectual property right that is Controlled by CytomX or any Affiliate of CytomX or that comes into the Control of CytomX at any time during the Term of this Agreement and is actually used by CytomX in Developing Licensed Products under this Agreement or is otherwise necessary for Developing, Manufacturing, using or Commercializing Licensed Products and that claims, covers or is specifically directed to the composition of, or any method of using or method of making or any Tools for Developing, any Probody, Mask or Substrate.

1.41. "**Cytotoxic Compound**" means [***] Compounds and [***] Compounds.

1.42. "**Deemed Royalty Portion**" is defined in Section 5.4.2(g)(iii) hereof.

1.43. "**Develop**" or "**Development**" means, with respect to a Licensed Product, all pre-clinical, non-clinical and clinical research and drug development activities with respect to such Licensed Product relating to research and development in connection with seeking, obtaining or maintaining any Regulatory Approval for such Licensed Product, including research, toxicology, pharmacology and other similar efforts, test method development and stability testing, manufacturing process development, formulation development, delivery system development, quality assurance and quality control development, statistical analysis, clinical studies (including pre- and post-approval studies), development of diagnostic assays in connection with clinical studies, and all activities directed to obtaining any Regulatory Approval, including any marketing, pricing or reimbursement approval. When used as a verb, "Develop" means to engage in Development and "Developed" has a corresponding meaning.

1.44. "**Development Milestone**" is defined in Section 4.1.1 hereof.

1.45. "**Development Milestone Payment**" is defined in Section 4.1.1 hereof.

1.46. "**Diligence Obligation**" is defined in Section 2.2.2 hereof.

1.47. "**Disclosing Party**" is defined in Section 1.27 hereof.

1.48. "**Disclosure Letter**" is defined in Section 7.2 hereof.

1.49. "**Dispute**" is defined in Section 10.9 hereof.

1.50. "**Effective Date**" is defined in the introduction to this Agreement.

1.51. "**EMA**" means the European Medicines Agency, or any successor agency thereto.

1.52. "**Field**" means all human therapeutic, prophylactic and diagnostic uses.

1.53. "**FD&C Act**" means the United States Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301 et seq.), as amended, and the rules and regulations promulgated thereunder.

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

1.55. "**First Commercial Sale**" means, with respect to any Licensed Product and any country of the world, the first sale of such Licensed Product under this Agreement by ImmunoGen, its Affiliates or its Sublicensees to a Third Party in such country, after such Licensed Product has been granted Regulatory Marketing Approval by the competent Regulatory Authorities in such country or, if no such Regulatory Marketing Approval or similar approval is required, the date on which such Licensed Product is first commercially launched in such country. The foregoing notwithstanding, "First Commercial Sale" shall not include: (a) any distribution or other sale solely for so-called treatment investigational new drug sales, named patient sales, compassionate or emergency use sales or pre-approval sales, in each case provided that such Licensed Product is distributed without charge or sold at or below cost; (b) intercompany transfers to Affiliates of ImmunoGen; nor (c) other similar non-commercial uses, provided that in each case under this clause (c) such Licensed Product is distributed without charge or sold at or below cost.

1.56. "**GAAP**" means United States generally accepted accounting principles, consistently applied.

1.57. "**Generic Equivalent**" means, with respect to any Licensed Product in a given country, any biopharmaceutical product that is sold by a Third Party that is not a Sublicensee of ImmunoGen or its Affiliates and such Third Party product (a) contains both (i) an Antibody or Probody that specifically binds to the Licensed Target, and (ii) the same Linker and Cytotoxic Compound as the relevant Licensed Product, or (b) (i) has been licensed as a biosimilar or interchangeable biological product by FDA pursuant to Section 351(k) of the PHSA or any subsequent or superseding law, statute or regulation, (ii) has been licensed as a similar biological medicinal product by the European Medicines Agency pursuant to Directive 2001/83/EC, as may be amended, or any subsequent or superseding law, statute or regulation, or (iii) has otherwise achieved analogous regulatory marketing approval in reliance on the prior approval of the Licensed Product from another applicable Regulatory Authority where in the case of each of subclauses (i), (ii) or (iii) of clause (b) above, the Licensed Product is the reference product for purposes of determining (bio)similarity or interchangeability of the Third Party product.

1.58. "**Governmental Authority**" means any court, agency, department, authority or other instrumentality of any national, state, county, city or other political subdivision.

1.59. "**[***] Compounds**" means [***], including, without limitation, all analogs, variants, fragments or derivatives of any of the foregoing, in each case owned or Controlled by ImmunoGen.

1.60. "**Immediate Patent Infringement Action**" means an immediate patent infringement action pursuant to Section 351(1)(6) of the PHSA.

1.61. "**ImmunoGen Accounting Standards**" means GAAP, as generally and consistently applied throughout ImmunoGen's organization. Beginning upon the First Commercial Sale of a Licensed Product and thereafter during the Term as long as ImmunoGen has an obligation to pay royalties under Section 4.2 hereof, ImmunoGen shall promptly notify CytomX in the event it changes the accounting principles pursuant to which its records are maintained, it being understood and agreed that only internationally recognized accounting principles may be used (*e.g.*, GAAP, IFRS (International Financial Reporting Standards), etc.).

1.62. "**ImmunoGen Indemnified Party**" is defined in Section 9.2 hereof.

1.63. "**ImmunoGen Probody Platform Improvements**" means any Probody Platform Improvement (other than a Joint Probody Platform Improvements) the inventors of which (alone or with others) are employees of, or others obligated to assign inventions to, ImmunoGen or any of its Affiliates, Sublicensees or Permitted Third Party Service Providers pursuant to the Development, Manufacture, use and Commercialization of any Licensed Product.

1.64. "**ImmunoGen Program Technology**" means any Program Technology (other than Joint Program Technology) the inventors of which (alone or with others) are employees of, or others obligated to assign inventions to, ImmunoGen or any of its Affiliates, Sublicensees or Permitted Third Party Service Providers.

1.65. **[Reserved]**

1.66. "**ImmunoGen Proprietary Materials**" means any chemical (including any Cytotoxic Compounds), biological (including any Antibodies) and other tangible research materials Controlled by ImmunoGen and provided by ImmunoGen to CytomX under this Agreement. Subject to the last sentence of this definition, any mutant, derivative, progeny or improvement of ImmunoGen Proprietary Materials shall be considered to be ImmunoGen Proprietary Materials.

1.67. "**ImmunoGen Response**" is defined in Section 5.5.3(c) hereof.

1.68. "**ImmunoGen Standard Exchange Rate Methodology**" means, with respect to amounts invoiced in U.S. Dollars, all such amounts shall be expressed in U.S. Dollars. With respect to amounts invoiced in a currency other than U.S. Dollars, all such amounts shall be expressed both in the currency in which the amount was invoiced and in the U.S. Dollar equivalent. The U.S. Dollar equivalent shall be calculated using ImmunoGen's then-current standard exchange rate methodology, which is in accordance with the ImmunoGen Accounting Standards applied in its external reporting for the conversion of foreign currency sales into U.S. Dollars or, in the case of Sublicensees, such similar methodology, consistently applied.

1.69. "**Improvement**" is defined in Section 1.120 hereof.

1.70. "**IND**" means an Investigational New Drug Application, as defined in the FD&C Act, that is required to be filed with the FDA before beginning clinical testing of a Licensed Product in human subjects, or an equivalent foreign filing.

1.71. "**Indemnified Party**" is defined in Section 9.4.1 hereof.

1.72. "**Indemnifying Party**" is defined in Section 9.4.1 hereof.

1.73. "**Independent Patent Counsel**" means an outside patent counsel reasonably acceptable to both Parties who (and whose firm) is not at the time of the dispute, and was not at any time during the five (5)-year period preceding the dispute, performing legal services of any nature for either of the Parties or their respective Affiliates (or, in the case of ImmunoGen, its Sublicensees) and which did not, at any time, employ either of the Parties' chief patent counsels (or persons with similar responsibilities).

1.74. "**Infringed Patent List**" is defined in Section 5.5.3(e) hereof.

1.75. "**Infringement**" is defined in Section 5.4.1 hereof.

1.76. "**Insolvency Event**" means the occurrence of any of the following: (a) a case is commenced by or against a Party under applicable bankruptcy, insolvency or similar laws, and is not dismissed within ninety (90) days, (b) a Party files for or is subject to the institution of bankruptcy, reorganization, liquidation, receivership or similar proceedings, (c) a Party assigns all or a substantial portion of its assets for the benefit of creditors, (d) a receiver or custodian is appointed for a Party's business, (e) a substantial portion of a Party's business is subject to attachment or similar process, or (f) anything analogous to any of the events described in the foregoing clauses (a) through (e) occurs under the laws of any applicable jurisdiction.

1.77. "**Joint Conjugation Probody Platform Improvements**" means Conjugation Probody Platform Improvements the inventors of which are jointly (a) employees, agents or independent contractors of CytomX or any of its Affiliates *and* (b) employees, agents or independent contractors of ImmunoGen or any of its Affiliates.

1.78. "**Joint Development Committee**" or "**JDC**" is defined in Section 2.3.1 hereof.

1.79. "**Joint Patent Right**" means any Patent Right comprised in the Joint Program Technology.

1.80. "**Joint Probody Platform Improvements**" means Probody Platform Improvements the inventors of which are jointly (a) employees, agents or independent contractors of CytomX or any of its Affiliates *and* (b) employees, agents or independent contractors of ImmunoGen or any of its Affiliates.

1.81. "**Joint Program Technology**" means any Program Technology (other than Joint Probody Platform Improvements) the inventors of which are jointly (a) employees, agents or independent contractors of CytomX or any of its Affiliates *and* (b) employees, agents or independent contractors of ImmunoGen or any of its Affiliates.

1.82. **[Reserved]**

1.83. "**Joint Unconjugated Probody Platform Improvements**" means Unconjugated Probody Platform Improvements the inventors of which are jointly (a) employees, agents or independent contractors of CytomX or any of its Affiliates *and* (b) employees, agents or independent contractors of ImmunoGen or any of its Affiliates.

1.84. "**Know-How**" means any proprietary invention, discovery, data, information, process, method, technique, material, technology, result or other know-how, whether or not patentable.

1.85. "**Knowledge**" is defined in Section 7.2 hereof.

1.86. "**Liability**" is defined in Section 9.2 hereof.

1.87. "**License Agreement**" has the meaning ascribed to such term in the Research Collaboration Agreement.

1.88. "**Licensed Intellectual Property**" means any Patent Right, Know-How or other intellectual property right that is owned or Controlled by CytomX or any Affiliate of CytomX or that becomes owned or Controlled by CytomX or any of its Affiliates at any time during the Term (including CytomX's one-half interest in Joint Program Technology and Joint Probody Platform Improvements) that is necessary or useful for Developing, Manufacturing, using or Commercializing Licensed Products and that claims, covers or is specifically directed to the composition of, or any method of using or method of making any Licensed Product or Probody comprised in a Licensed Product.

1.89. "**Licensed Know-How**" means any Know-How comprised in the Licensed Intellectual Property.

1.90. "**Licensed Patent Rights**" means any Patent Rights comprised in the Licensed Intellectual Property.

1.91. "**Licensed Product**" means any product that incorporates, is comprised of, or is otherwise derived from, a Target-Binding Probody conjugated to a Cytotoxic Compound using a Linker.

1.92. "**Licensed Target**" means the Target set forth in Exhibit A attached hereto and incorporated herein by reference.

1.93. "**Linker**" means any compound or composition that is useful for linking a cytotoxic or cytostatic moiety, including, without limitation, a Cytotoxic Compound, and a cell-binding moiety, including, without limitation, an Antibody or a Probody, together to form a conjugate of the cytotoxic or cytostatic moiety with the cell-binding moiety.

1.94. "**Loss of Market Exclusivity**" with respect to any Licensed Product in any country, shall be deemed to have occurred only if: (a) one or more Generic Equivalent(s) are being marketed by a Third Party (excluding any Sublicensee) in such country; and (b) Net Sales of such Licensed Product in that country during any Calendar Quarter following introduction of the Generic Equivalent(s) have declined by at least twenty

percent (20%) in that country relative to the average quarterly Net Sales of such Licensed Product in such country over the last two (2) Calendar Quarters ending prior to the introduction of such Generic Equivalent(s) (the "Baseline Net Sales") and such decline in Net Sales is not primarily attributable to (i) any action of the applicable Regulatory Authority limiting sales of the Licensed Product in such country, (ii) the inability of ImmunoGen or its Affiliates or Sublicensees to supply sufficient quantities of the Licensed Product in such country to meet demand, or (iii) any voluntary or involuntary recall of the Licensed Product in such country; provided that such Loss of Market Exclusivity shall be deemed to exist only for so long as material sales of such Generic Equivalent(s) persist in such country. Anything contained in this Agreement to the contrary notwithstanding, a "Loss of Market Exclusivity" shall not be deemed to have occurred if the events described in clauses (a) and (b) of this definition were caused by or result from any act or omission of ImmunoGen (or any of its Affiliates or Sublicensees) determined to have been made negligently or in bad faith in the performance of ImmunoGen's obligations under Section 5.5.3 hereof that results in actual prejudice to CytomX's ability to preserve its rights in the Licensed Patent Rights and eliminate the infringement threatened by Applicant (excluding any acts or omissions undertaken pursuant to the specific instruction of CytomX).

1.95. "**Major EU Market Country**" means any of France, Germany, Italy, Spain or the United Kingdom.

1.96. "**Manufacturing**" or "**Manufacture**" means activities directed to making, producing, manufacturing, processing, filling, finishing, packaging, labeling, quality assurance testing and release, shipping or storage of a product.

1.97. "**Marginal Royalty Rates**" is defined in Section 4.2.1 hereof.

1.98. "**Mask**" means a peptide linked to an Antibody that is capable of inhibiting the specific binding of the Antibody to its Target.

1.99. "**Material Breach**" is defined in Section 8.3 hereof.

1.100. "**[***] Compound**" means [***], and shall include, without limitation, all variants, fragments or derivatives of any of the foregoing, in each case owned or Controlled by ImmunoGen.

1.101. "**Milestone Payment**" means any Development Milestone Payment or Sales Milestone Payment.

1.102. "**Monies**" is defined in Section 5.4.2(g) hereof.

1.103. "**Negotiation Period**" is defined in Section 5.5.3(e) hereof.

1.104. "**Net Sales**" means, with respect to a Licensed Product, gross receipts from sales by ImmunoGen and its Affiliates and Sublicensees of such Licensed Product to Third Parties in the Territory, less in each case (a) bad debts, (b) sales returns and allowances actually paid, granted or accrued, including trade, quantity and cash discounts and any other adjustments, including those granted on account of price adjustments, billing errors, rejected goods, damaged or defective goods, recalls, returns, rebates, chargeback rebates, reimbursements or similar payments granted or given to wholesalers or other distributors, buying groups, health care insurance carriers, chain pharmacies, mass merchandisers, staff model HMO's, pharmacy benefit managers or other institutions in respect of the purchase price, (c) adjustments actually paid, granted or accrued arising from consumer discount programs or other similar programs, (d) customs or excise duties, sales tax, consumption tax, value added tax, and other taxes (except income taxes) or duties relating to sales, (e) any payment made by ImmunoGen, its Affiliates or Sublicensees in respect of sales to the United States government, any state government or any foreign government, or to any other Governmental Authority, or with respect to any government-subsidized program or managed care organization, and (f) freight and freight insurance (to the extent that ImmunoGen, its Affiliates or Sublicensees bears the cost of freight and freight insurance for the Licensed Product), in each case in accordance with GAAP, as consistently applied by ImmunoGen with respect to its overall operations.

Net Sales shall not include sales or transfers among ImmunoGen and its Affiliates and Sublicensees where the Licensed Product is intended for subsequent sale to the end user. All the foregoing elements of Net Sales calculations shall be determined from the books and records of ImmunoGen and its Sublicensees, maintained in accordance with the ImmunoGen Accounting Standards or, in the case of Sublicensees, such similar accounting principles, consistently applied.

In the event a Licensed Product is sold as a component of a combination or bundled product that consists of a Licensed Product together with another therapeutically active product, or screening or diagnostic product, for the same indication (a "Combination"), the Net Sales from the Combination, for the purposes of determining royalty payments hereunder, shall be determined by multiplying the Net Sales of the Combination (as defined in the standard Net Sales definition above) by the fraction A/(A+B), where A is the weighted average per unit sale price of the Licensed Product when sold separately in finished form in the country in which the Combination is sold in similar volumes and of the same class, purity, potency and dosage form, and B is the weighted average per unit sale price of the other product(s) included in the Combination when sold separately in finished form in the country in which the Combination is sold in similar volumes and of the same class, purity, potency and dosage form.

In the event that the weighted average per unit sale price of the Licensed Product can be determined but the weighted average per unit sale price of the other product(s)

included in the Combination cannot be determined, Net Sales for purposes of determining royalty payments shall be calculated by multiplying the Net Sales of the Combination (as defined in the standard Net Sales definition above) by the fraction A/C, where A is the weighted average sale price of the Licensed Product when sold separately in finished form in the country in which the Combination is sold in similar volumes and of the same class, purity, potency and dosage form, and C is the weighted average per unit sale price of the Combination.

In the event that the weighted average per unit sale price of the other product(s) included in the Combination can be determined but the weighted average per unit sale price of the Licensed Product in similar volumes and of the same class purity, potency and dosage form as in the Combination cannot be determined, Net Sales for purposes of determining royalty payments shall be calculated by multiplying Net Sales of the Combination (as defined in the standard Net Sales definition above) by a fraction determined by the following formula: one (1) minus (B/C) where B is the weighted average per unit sale price of the other product(s) included in the Combination when sold separately in finished form in the country in which the Combination is sold in similar volumes and of the same class, purity, potency and dosage form and C is the weighted average per unit sale price of the Combination.

In the event that such average per unit sale price cannot be determined for the Licensed Product, on the one hand, and all other product(s) included in the Combination, on the other, Net Sales for the purposes of determining royalty payments shall be mutually agreed upon by the Parties based on the relative value contributed by each component, such agreement to be negotiated in good faith.

The weighted average per unit sale price for both the Licensed Product, on the one hand, and all other product(s) included in the Combination, on the other, shall be calculated once each Calendar Year and such price shall be used during all applicable royalty reporting periods for the entire following Calendar Year. When determining the weighted average per unit sale price of a Licensed Product, other product(s), or Combination, the weighted average per unit sale price shall be calculated by dividing sales dollars (translated into U.S. Dollars using the ImmunoGen Standard Exchange Rate Methodology) by the units sold during the twelve (12) months (or the number of months in which sales occurred in a partial Calendar Year) of the preceding Calendar Year for the respective Licensed Product, other product(s), or Combination. In the initial Calendar Year, a forecasted weighted average per unit sale price will be used for the Licensed Product, other product(s), or Combination. Any over- or under-payment due to a difference between the forecasted and actual weighted average per unit sale price will be paid or credited in the first royalty payment of the following Calendar Year.

1.105. "**Non-Disclosing Party**" is defined in Section 6.3.2 hereof.

1.106. "**Notice of Dispute**" is defined in Section 10.9.1 hereof.

1.107. "**Party**" and "**Parties**" is defined in the introduction to this Agreement.

1.108. "**Patent Committee**" is defined in Section 5.2.4 hereof.

1.109. "**Patent Rights**" means any and all (a) patents, (b) pending patent applications, including all provisional applications, substitutions, continuations, continuations-in-part, divisions and renewals, and all patents granted thereon, (c) all patents-of-addition, reissues, reexaminations and extensions or restorations by existing or future extension or restoration mechanisms, including patent term extensions, supplementary protection certificates or the equivalent thereof, (d) inventor's certificates, (e) any other form of government-issued right substantially similar to any of the foregoing and (f) all United States and foreign counterparts of any of the foregoing.

1.110. "**Payload**" means a therapeutic cytotoxic or cytostatic compound, including, without limitation, a Cytotoxic Compound.

1.111. "**PDC**" means a compound that incorporates, is comprised of or is otherwise derived from, a Probody conjugated to a Payload using a Linker.

1.112. "**Permitted Third Party Service Providers**" is defined in Section 3.1.1 hereof.

1.113. "**Person**" means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization, including a government or political subdivision or department or agency of a government.

1.114. "**Phase 1 Clinical Study**" means an initial study of a Licensed Product in human subjects or patients with the endpoint of determining initial tolerance, safety, metabolism or pharmacokinetic information and clinical pharmacology of such product as and to the extent defined for the United States in 21 C.F.R. § 312.21(a), or its successor regulation, or the equivalent regulation in any other country.

1.115. "**Phase 2 Clinical Study**" means a study of a Licensed Product in human patients that is intended to obtain information on the Licensed Product's activity for an indication at a prescribed (or otherwise limited) dose and administration schedule, as well as additional information on the Licensed Product's safety and toxicity as and to the extent defined for the United States in 21 C.F.R. § 312.21(b), or its successor regulation, or the equivalent regulation in any other country. Without limiting the generality of the foregoing, a clinical study shall be deemed to be a "Phase 2 Clinical Study" hereunder if such study has been designated by the sponsor as a Phase 2 [II] clinical trial on www.clinicaltrials.gov (or any successor website maintained by the U.S. National Institutes of Health (or any successor agency of the U.S. Government)).

1.116. "**Phase 3 Clinical Study**" means a study of a Licensed Product in human patients with a defined dose or a set of defined doses of a Licensed Product designed to (a) ascertain efficacy and safety of such Licensed Product for its intended use; (b) define warnings, precautions and adverse reactions that are associated with the Licensed Product in the dosage range to be prescribed; and (c) support preparing and submitting applications for Regulatory Marketing Approval to the competent Regulatory Authorities in a country of the world, as and to the extent defined for the United States in 21 C.F.R.§ 312.21(c), or its successor regulation, or the equivalent regulation in any other country. "Phase 3 Clinical Study" shall also include any other human clinical trial serving as a pivotal study from which the data are actually submitted to the applicable Regulatory Authority in connection with a Regulatory Marketing Approval Application, whether or not such trial is called a "Phase 3" study. Without limiting the generality of the foregoing, a clinical study shall be deemed to be a "Phase 3 Clinical Study" hereunder if such study has been designated by the sponsor as a Phase 3 [III] clinical trial on www.clinicaltrials.gov (or any successor website maintained by the U.S. National Institutes of Health (or any successor agency of the U.S. Government)).

1.117. "**PHSA**" means the Public Health Services Act, as amended (42 U.S.C. § 201 *et seq*.).

1.118. "**Pre-Market Notice**" is defined in Section 5.5.4(b) hereof.

1.119. "**Probody**" means an Antibody linked to a Substrate and a Mask that is claimed or covered by CytomX Technology.

1.120. "**Probody Platform Improvements**" means any Patent Right, Know-How or other intellectual property right that is an enhancement, improvement or modification (each, an "**Improvement**") to the CytomX Technology invented by either Party or any of its Affiliates (or by a Third Party on behalf of either Party or its Affiliates) that is an Improvement to the composition of, or any method of using or method of making or any Tools for developing, any unconjugated Probody, Mask or Substrate (collectively, "**Unconjugated Probody Platform Improvements**"). Probody Platform Improvements also include Improvements (a) to any of the analytical methods used for making, releasing and characterizing any Agreement PDCs that are necessary because of the presence of a Mask and/or Substrate, or (b) consisting of conjugation chemistry or conjugation methods that are necessary because of the presence of a Mask and/or Substrate (collectively, "**Conjugation Probody Platform Improvements**"). Licensed Products and ImmunoGen Probodies, in and of themselves, will not be considered to be Probody Platform Improvements, although the Parties acknowledge that Probody

Platform Improvements may be incorporated into Licensed Products and ImmunoGen Probodies. As used in this definition, Improvements shall be deemed to be "necessary because of the presence of a Mask and/or Substrate" if, and only if, both of the following two (2) elements are present: (i) there is no viable alternative method of conjugating a Probody to a Payload (other than a Cytotoxic Compound[2]) that does not vitiate the function of the Mask and/or Substrate; and (ii) the Improvement has no practical application to ADCs.

1.121. "**Program Technology**" means all Know-How (other than Probody Platform Improvements) that either Party or any of its Affiliates, Sublicensees or Permitted Third Party Service Providers (or any of their respective employees, agents or independent contractors), alone or with others, makes, creates, develops, discovers, conceives or first actually reduces to practice pursuant to the Development, Manufacture, use or Commercialization of any Licensed Product, including any Patent Rights related thereto. Program Technology also includes "Program Technology" (as defined in the Research Collaboration Agreement) that is necessary or useful for Developing, Manufacturing, using or Commercializing Licensed Products and that claims, covers or is specifically directed to the composition of, or any method of using or method of making any Target-Binding Antibody, Licensed Product, Linker or Cytotoxic Compound comprised in any Licensed Product.

1.122. "**Proposed Biosimilar Product**" is defined in Section 5.5.1 hereof.

1.123. "**Proposed Patent List**" is defined in Section 5.5.3(a) hereof.

1.124. "**Publishing Party**" is defined in Section 6.3.2 hereof.

1.125. "**Receiving Party**" is defined in Section 1.27 hereof.

1.126. "**Regulatory Approval**" means any technical, medical, scientific or other license, registration, authorization or approval of any Regulatory Authority (including any approval of a New Drug Application or Biologic License Application) necessary for the Development, Manufacture, use or Commercialization of a pharmaceutical product in any regulatory jurisdiction.

---

[2] For purposes of this definition, the term "Cytotoxic Compound" shall be limited to the cell-killing agents encompassed by one or more of the claims of the issued patents (whether or not expired) listed in Schedule 1.120 attached hereto, or by one or more of the claims, if any, of any patents issuing from the patent applications listed in Schedule 1.120 or from any divisionals, continuations or foreign counterparts of any of the foregoing.

1.127. "**Regulatory Approval Application**" means any application submitted to an appropriate Regulatory Authority seeking any Regulatory Approval.

1.128. "**Regulatory Authority**" means the FDA or any counterpart of the FDA outside the United States, or other national, supra-national, regional, state or local regulatory jurisdiction, any agency, department, bureau, commission, council or other governmental entity with authority over the Development, Manufacture, use or Commercialization of a Licensed Product.

1.129. "**Regulatory Marketing Approval**" means, with respect to any pharmaceutical product and any indication, Regulatory Approval (including any supplement thereto) to sell such pharmaceutical product for such indication, including, in any jurisdiction other than the United States, to the extent required for any sale in such country, all pricing and reimbursement approvals to be obtained from the Regulatory Authority granting such Regulatory Approval or any affiliated Regulatory Authority.

1.130. "**Representatives**" is defined in Section 1.27 hereof.

1.131. "**Research Collaboration Agreement**" means that certain Research Collaboration Agreement effective as of January 8, 2014 by and between CytomX and ImmunoGen, as the same may be amended from time to time.

1.132. "**Research Program**" has the meaning ascribed to such term in the Research Collaboration Agreement.

1.133. "**Review Period**" is defined in Section 6.3.2 hereof.

1.134. "**Royalty Term**" means, on a Licensed Product-by-Licensed Product and country-by-country basis, the period of time from the First Commercial Sale of such Licensed Product in such country until the later of (a) the expiration of the last Valid Claim that would, but for the license granted hereunder, be infringed by the manufacture, use, sale, offer for sale or importation of such Licensed Product in such country or (b) the twelfth (12^{th}) anniversary of the date of the First Commercial Sale of such Licensed Product in such country, but in the case of (b), in no event later than the twentieth (20^{th}) anniversary of the earlier of the date of the First Commercial Sale of such Licensed Product in the United States or the date of the First Commercial Sale of such Licensed Product in any Major EU Market Country. Anything contained in this Agreement to the contrary notwithstanding, if the Licensed Product (or any component or intermediate thereof) was manufactured in a country where such manufacture would, at the time of such manufacture, have infringed a Valid Claim within the Licensed Patent Rights in the country of manufacture in the absence of the license granted under Section 3.3.1 hereof, then the Royalty Term in the country of sale of such Licensed Product, if otherwise expired pursuant to the first sentence of this Section, shall be extended or reinstated, as

the case may be, but only with respect to sales of Licensed Products so manufactured. In determining infringement of Valid Claims for purposes of this definition of Royalty Term, (i) any Valid Claim within the Licensed Patent Rights that is jointly owned by CytomX (or any of its Affiliates) with CytomX (or any of its Affiliates) shall be deemed to be owned solely by CytomX or an Affiliate of CytomX, and (ii) claims contained in patent applications that have not resulted in the issuance of a patent in a country will be disregarded for purposes of determining the expiration of the Royalty Term for a Licensed Product in such country under this definition.

1.135. "**Sales Milestone**" is defined in Section 4.1.2 hereof.

1.136. "**Sales Milestone Payment**" is defined in Section 4.1.2 hereof.

1.137. "**Sales Threshold**" is defined in Section 4.1.2 hereof.

1.138. **[Reserved]**

1.139. "**Sublicensee**" means any Third Party to whom ImmunoGen or an Affiliate of ImmunoGen grants or has granted, directly or indirectly, a sublicense of rights licensed by CytomX under this Agreement, in accordance with the provisions of this Agreement.

1.140. "**Substrate**" means a moiety that is linked to the Antibody and to the Mask of a Probody and is capable of being cleaved, reduced or photolysed.

1.141. **[Reserved]**

1.142. "**Target**" means a protein described by a unique UniProtKB/Swiss Prot accession number (and all fragments, mutations and splice variants thereof) that is bound by an Antibody or a Probody.

1.143. "**Target**," "**Targeting**" or "**Targeted**" means, when used as a verb to describe the relationship between a molecule and a Target, where the molecule's primary intended mechanism of action requires that it bind to the Target (or a portion thereof).

1.144. "**Target-Binding Probody**" means a Probody that Targets the Licensed Target. For purposes of clarity, "Target-Binding Probody" does *not* include bi-specific or multi-specific Probodies (*i.e.*, Probodies that Target more than one Target).

1.145. "**Term**" is defined in Section 8.1 hereof.

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

1.147. "**Third Party**" means any Person other than CytomX, ImmunoGen or their respective Affiliates.

1.148. "**Third Party Claims**" is defined in Section 9.2 hereof.

1.149. "**Third Party Payments**" is defined in Section 4.2.3(a) hereof.

1.150. "**Unauthorized Use**" is defined in Section 2.6.3 hereof.

1.151. "**Unconjugated Probody Platform Improvements**" is defined in Section 1.120 hereof.

1.152. "**Valid Claim**" means, with respect to a particular country, (a) a claim of an issued and unexpired patent right included within the Licensed Patent Rights that (i) has not been held permanently revoked, unenforceable or invalid by a decision of a court or other governmental authority of competent jurisdiction, which decision is unappealed or unappealable within the time allowed for appeal, and (ii) has not been cancelled, withdrawn, abandoned, disclaimed or admitted to be invalid or unenforceable through reissue, disclaimer or otherwise; or (b) a *bona fide* claim of a pending patent application included within the Licensed Patent Rights that has not been (i) cancelled, withdrawn or abandoned without being refiled in another application in the applicable jurisdiction or (ii) finally rejected by an administrative agency action from which no appeal can be taken or that has not been appealed within the time allowed for appeal, provided that any claim in any patent application pending for more than seven (7) years from the earliest date on which such patent application claims priority shall not be considered a Valid Claim for purposes of the Agreement from and after such seven (7) year date unless and until a patent containing such claim issues from such patent application and solely if such patent issues while another Valid Claim covers the relevant Licensed Product in the relevant country. Anything contained in this Agreement to the contrary notwithstanding, a claim within an issued and unexpired patent within the Licensed Patent Rights shall remain a Valid Claim for all purposes under this Agreement, notwithstanding a determination that such claim is unenforceable pursuant to the operation of the BPCIA, if such determination is exclusively caused by or results solely from any act or omission by ImmunoGen (or any of its Affiliates or Sublicensee) determined to have been made negligently or in bad faith in the performance of ImmunoGen's obligations under Section 5.5.3 hereof that results in actual prejudice to CytomX's ability to preserve its rights in the Licensed Patent Rights and eliminate the infringement threatened by the Applicant (excluding any acts or omissions undertaken pursuant to the specific written instruction of CytomX).

2. PRODUCT DEVELOPMENT, MANUFACTURING AND COMMERCIALIZATION.

2.1. **General.** ImmunoGen shall have sole authority over, responsibility for and control of (notwithstanding the formation of the JDC or its decisions and/or disputes among the membership of the JDC) the Development, Manufacture, use and Commercialization of the Licensed Products, and shall bear all costs associated with such Development, Manufacture, use and Commercialization.

2.2. **Development Diligence.**

2.2.1. **ImmunoGen Diligence**. ImmunoGen will use Commercially Reasonable Efforts to Develop Licensed Products and to undertake investigations and actions required to obtain Regulatory Marketing Approval in the Territory; provided that the obligations set forth in this Section shall cease upon the achievement of the first Regulatory Marketing Approval for any Licensed Product in any country or other jurisdiction in the Territory. For avoidance of doubt, any actions taken by ImmunoGen's Affiliates or Sublicensees under this Agreement shall be treated as actions taken by ImmunoGen in regard to satisfaction of the requirements of this Section 2.2.1. Beginning on the sixth (6th) anniversary of the Effective Date and thereafter, ImmunoGen will make non-refundable and non-creditable maintenance payments in the amounts set forth below (the "**Annual Maintenance Fees**") until the earlier of (a) the first filing of an IND in the U.S. or in any European Union country for any Licensed Product or (b) the termination of this Agreement in accordance with its terms. The amounts of the Annual Maintenance Fee accruing as of each anniversary of the Effective Date, beginning with the sixth (6th) anniversary are as follows:

Anniversary of the Effective Date	**Maintenance Fee**
Sixth (6th) anniversary	[***]
Seventh (7th) anniversary	[***]
Eighth (8th) anniversary and each anniversary thereafter	The amount payable with respect to the previous anniversary, plus $[***]

ImmunoGen will pay the applicable Annual Maintenance Fee in accordance with Section 4.3 hereof within sixty (60) days after the applicable anniversary of the Effective Date. Payment of Annual Maintenance Fees by ImmunoGen shall not establish that ImmunoGen has satisfied its due diligence obligations under this Section 2.2, and such payments shall be given no consideration or weight in determining whether ImmunoGen has satisfied such due diligence obligations. Anything contained in this Agreement to the contrary notwithstanding, ImmunoGen shall have no obligation to pay Annual Maintenance Fees hereunder if the first filing of an IND in the U.S. or in any European Union country for any Licensed Product has occurred prior to the sixth (6th) anniversary of the Effective Date.

2.2.2. **Exceptions to Diligence Obligations**. Notwithstanding any provision of this Agreement to the contrary, ImmunoGen will be relieved from and will have no obligation to undertake any efforts with respect to any diligence obligation under Section 3.2.1 with respect to a given Licensed Product (each, a "**Diligence Obligation**") in the event that CytomX materially breaches any of its Development or other obligations under this Agreement related to such Licensed Product upon which performance of the applicable Diligence Obligation is dependent.

2.2.3. **Remedies for Breach of Diligence Obligations**. A material breach of any Diligence Obligation by ImmunoGen shall be deemed to be a Material Breach by ImmunoGen hereunder.

2.3. **Joint Development Committee**.

2.3.1. **Formation of the Joint Development Committee**. As soon as practicable after the Effective Date, CytomX and ImmunoGen shall establish a "**Joint Development Committee**" (or "**JDC**") to coordinate the sharing of safety data and minutes of meetings with Regulatory Authorities with regard to Licensed Products. The JDC shall also serve as a forum to facilitate communications between the Parties regarding this Agreement. The JDC shall be comprised of two (2) representatives from each Party as appointed by such Party, with such representatives possessing appropriate expertise and seniority. The JDC may change its size from time to time by mutual consent of its members. A Party may replace one or more of its representatives from time to time upon written notice to the other Party. The JDC shall exist until the expiration of the Term or earlier termination of the Agreement, unless the Parties otherwise agree in writing, provided that ImmunoGen may dissolve the JDC upon the achievement of the first Regulatory Marketing Approval for any Licensed Product in any country or other jurisdiction in the Territory.

2.3.2. **Chairperson and Secretary of the Joint Development Committee**. ImmunoGen shall designate a chairperson of the JDC, and a secretary of the JDC shall be designated by agreement of the members of the JDC. ImmunoGen may change the designation of the chairperson from time to time upon written notice to CytomX. The chairperson or his or her designee shall be responsible for scheduling meetings of the JDC, preparing agendas for meetings and sending to all JDC members notices of all regular meetings and agendas for such meetings at least five (5) Business Days before such meetings. The chairperson shall solicit input from both Parties regarding matters to be included on the agenda, and any

matter either Party desires to have included on the agenda shall be included for discussion. Nothing herein shall be construed to prohibit the JDC from discussing or acting on matters not included on the applicable agenda. The secretary shall (a) record the minutes of the meeting, (b) circulate copies of meeting minutes to the Parties and each JDC member promptly following the meeting for review, comment and approval by the JDC members and (c) finalize approved meeting minutes. The chairperson shall be a member of the JDC but the secretary need not be a member of the JDC.

2.3.3. **Meetings**. The JDC shall meet at least three (3) times each Calendar Year (unless the Parties mutually agree in advance of any scheduled meeting that there is no need for such meeting, in which case the next JDC meeting shall also be scheduled as agreed upon by the Parties) until it has been terminated in accordance with Section 2.3.1 hereof at dates and times mutually agreed by the JDC. The initial meeting of the JDC shall be held within sixty (60) days after the Effective Date. Either Party may call a special meeting of the JDC on fifteen (15) days written notice to the other Party's members of the JDC (or upon such shorter notice as exigent circumstances may require). Such written notice shall include an agenda for the special meeting. In-person meetings, including special meetings, of the JDC shall alternate between the offices of the Parties, unless otherwise agreed upon by the members of the JDC. Meetings of the JDC may be held telephonically or by video conference; provided, however, that at least two (2) meetings per year shall be held in-person. Meetings of the JDC shall be effective only if at least one (1) representative of each Party is in attendance or participating in the meeting. Members of the JDC shall have the right to participate in at meetings held by telephone or video conference. In addition, the JDC may act on any matter or issue without a meeting if it is documented in a written consent signed by each member of the JDC.

2.3.4. **Responsibilities of the Joint Development Committee**. The JDC shall be responsible for (a) receiving and reviewing all safety data, relevant regulatory information and other related information obtained by either Party in connection with the Development, Manufacture, use and Commercialization of Licensed Products; (b) facilitating communication between the Parties, (c) resolving Disputes between the Parties, such as Disputes about interpretation of this Agreement, understanding that ImmunoGen has sole authority over the Development, Manufacturing, use and Commercialization of Licensed Products; and (d) such other functions as expressly specified hereunder or as agreed by the Parties. At the time that the first Licensed Product enters a clinical trial, the Parties shall negotiate in good faith the terms of a separate written safety data exchange agreement that, among other things, will govern the exchange of pharmacovigilance information.

2.3.5. **Resolution by Consensus**. All resolution of Disputes by the JDC shall be made by unanimous agreement of both Parties' representatives, with each Party having a single vote, irrespective of the number of JDC representatives in attendance at a meeting. If the JDC cannot or does not reach unanimous agreement on a Dispute, then such Dispute shall be resolved in accordance with Section 10.9 hereof.

2.4. **Alliance Managers**. In addition to the foregoing governance provisions, each of the Parties shall appoint a single individual to serve as that Party's alliance manager ("**Alliance Manager**"). The role of each Alliance Manager will be to participate and otherwise facilitate the relationship between the Parties as established by this Agreement. A Party may replace its Alliance Manager from time to time upon written notice to the other Party.

2.5. **Updates and Reports; Product Recalls**.

2.5.1. **Development Updates**. Upon the request of CytomX, ImmunoGen shall provide CytomX with brief written reports, which CytomX may request no more frequently than once per Calendar Year until satisfaction of ImmunoGen's obligations under Section 2.2.1 hereof, that shall summarize ImmunoGen's efforts to Develop the Licensed Products in the Field in the Territory in sufficient detail to establish that ImmunoGen is using Commercially Reasonable Efforts to Develop the Licensed Product, identify the applications for Regulatory Approval that ImmunoGen or its Affiliates or Sublicensees have filed, sought or attempted to obtain in the prior twelve (12)-month period, and any they reasonably expect to file, seek or attempt to obtain in the following twelve (12)-month period. The Parties agree that the minutes of the JDC meetings may serve as reports hereunder, to the extent such minutes adequately address the above subject matter.

2.5.2. **[Reserved]**

2.5.3. **Product Recalls**. In the event any Regulatory Authority issues or requests a recall or takes similar action with respect to a Licensed Product that ImmunoGen reasonably believes is or may be attributable to or otherwise relates to the Licensed Intellectual Property, or in the event either Party reasonably believes that an event, incident or circumstance has occurred that may result in the need for such a recall, such Party shall promptly notify the other Party thereof by telephone, facsimile or email. Following such notification, ImmunoGen shall decide and have control of whether to conduct a recall or market withdrawal (except in the event of a recall or market withdrawal mandated by a Regulatory Authority, in which case it shall be required) or take such other corrective action in any country and the manner in which any such recall, market withdrawal or

corrective action shall be conducted, provided that ImmunoGen shall keep CytomX informed regarding any such recall, market withdrawal or corrective action as CytomX from time to time may reasonably request, but only to the extent ImmunoGen is legally permitted to do so. ImmunoGen shall bear all expenses of any such recall, market withdrawal or corrective action, including, without limitation, expenses of notification, destruction and return of the affected Licensed Product and any refund to customers of the amounts paid for such Licensed Product.

2.5.4. **Confidential Information**. All reports, updates, product complaints and other information provided by the Disclosing Party to the Receiving Party under this Agreement (including under this Section 2.5), shall be considered Confidential Information of the Disclosing Party, subject to the terms of Article 7 hereof.

2.6. **Transfer and Use of Proprietary Materials**.

2.6.1. **Transfer and Use of CytomX Proprietary Materials**. From time to time during the Term, CytomX may provide ImmunoGen with CytomX Proprietary Materials for use in the Development and Manufacture of Licensed Products under this Agreement. CytomX's Proprietary Materials are provided by CytomX on an "as-is" basis without representation or warranty of any type, express or implied, including any representation or warranty of merchantability, non-infringement, title or fitness for a particular purpose, each of which is hereby disclaimed by CytomX. In connection with the foregoing, ImmunoGen agrees that (a) it shall not use CytomX's Proprietary Materials provided under this Agreement for any purpose other than exercising its rights and performing its obligations hereunder; (b) it shall not use CytomX Proprietary Materials provided under this Agreement in any human subject; (c) it shall use CytomX Proprietary Materials in compliance with all Applicable Laws; (d) it does not acquire any right, title or interest in or to CytomX Proprietary Materials as a result of such provision by CytomX; and (e) upon expiration or termination of this Agreement for any reason, ImmunoGen shall, if and as instructed by CytomX, either destroy or return CytomX Proprietary Materials provided under this Agreement that are not the subject of a continuing license hereunder. ImmunoGen shall be entitled to transfer CytomX Proprietary Materials to any Affiliate, Sublicensee or Permitted Third Party Service Provider under terms obligating such Affiliate, Sublicensee or Permitted Third Party Service Provider not to use or transfer such CytomX Proprietary Materials except in compliance with the preceding sentence.

2.6.2. **Transfer and Use of ImmunoGen Proprietary Materials**. From time to time during the Term, ImmunoGen may provide CytomX with ImmunoGen

Proprietary Materials. CytomX shall use the ImmunoGen Proprietary Materials solely in connection with conducting the specific activities for which such ImmunoGen Proprietary Materials are provided to CytomX, and for no other purpose. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement or in other written authorization by ImmunoGen, CytomX shall not make or attempt to make analogues, progeny or derivatives of, or modifications to, the ImmunoGen Proprietary Materials, using ImmunoGen's Confidential Information, and CytomX shall not use the ImmunoGen Proprietary Materials for the benefit of any Third Party or of its own internal research programs. CytomX shall comply with all Applicable Laws regarding the handling and use of the ImmunoGen Proprietary Materials. CytomX agrees to retain possession over the ImmunoGen Proprietary Materials and not to provide the ImmunoGen Proprietary Materials to any Third Party without ImmunoGen's prior written consent.

2.6.3. **Unauthorized Use of Confidential Information and Proprietary Materials**. In the event that (a) ImmunoGen or any of its Affiliates or Sublicensees use CytomX's Confidential Information (including, without limitation, any Confidential Information within the Licensed Know-How) or CytomX Proprietary Materials for any purpose other than in connection with ImmunoGen's exercise of its rights and performance of its obligations hereunder or the Research Collaboration Agreement (if then in effect) or (b) CytomX or any of its Affiliates uses ImmunoGen's Confidential Information or ImmunoGen Proprietary Materials for any purpose other than the purposes authorized herein or in any other License Agreement or the Research Collaboration Agreement (if then in effect) (in each case, an "**Unauthorized Use**"), the results of such Unauthorized Use, and any discoveries or inventions that arise from such Unauthorized Use, whether patentable or not, shall belong solely and exclusively to the providing Party. If required in order to perfect or enforce the providing Party's ownership of such results, discoveries or inventions, each Party, on behalf of itself and its Affiliates (and in the case of ImmunoGen, its Sublicensees), each hereby assigns and agrees to assign to the providing Party all of its and their right, title and interest in and to all such results, discoveries or inventions made through such Unauthorized Use. Each Party agrees to cooperate, and to cause its Affiliates (and in the case of ImmunoGen, its Sublicensees) to cooperate, with the providing Party, and to execute and deliver any and all documents that the providing Party reasonably deems necessary, to perfect and enforce its rights hereunder.

2.7. **Services**. If, during the Term, ImmunoGen requests that CytomX provide additional services with respect to (a) the creation of new Probodies Targeting the Licensed Target or (b) any other tasks in connection with the Development, Manufacture,

use or Commercialization of Licensed Products with respect to which the Parties may mutually agree, then the Parties shall negotiate in good faith the terms of separate written agreements with respect to such activities.

3. LICENSE GRANTS.

3.1. **License Grants**.

3.1.1. **Commercial License**. Subject to the terms and conditions of this Agreement, CytomX hereby grants to ImmunoGen and its Affiliates an exclusive (even as to CytomX), non-transferable (except as expressly permitted in this Agreement), royalty-bearing license, including the right to grant sublicenses as described in Section 3.1.2 hereof, under the Licensed Intellectual Property, to Develop, make, have made, use, sell, offer for sale, import and otherwise Commercialize Licensed Products in the Field in the Territory. ImmunoGen and its Affiliates shall have the right to engage one or more Affiliates or Third Parties (the latter being referred to herein as "**Permitted Third Party Service Providers**") as subcontractors to perform designated functions in connection with its activities under this Agreement (including transferring Licensed Know-How and CytomX Proprietary Materials as may be necessary for such Permitted Third Party Service Providers to perform such designated functions); provided that (a) ImmunoGen shall remain responsible for the conduct of such activities in accordance with the terms and conditions of this Agreement and (b) ImmunoGen shall cause each such Affiliate or Third Party Service Provider to assign or license (with a right to sublicense to CytomX to the extent required under this Agreement) to ImmunoGen all intellectual property rights (including, without limitation, Patent Rights) in and to any Probody Platform Improvements, whether patentable or not, the inventors of which (alone or with others) are employees of, or others obligated to assign inventions to, such Permitted Third Party Service Provider in the performance of services for ImmunoGen.

3.1.2. **Right to Sublicense**. ImmunoGen and its Affiliates shall have the right to grant sublicenses under the rights granted to them under Section 3.1.1 hereof with respect to any Licensed Product to any Sublicensee, provided that (a) each such sublicense shall be consistent with the terms and conditions of this Agreement, (b) ImmunoGen shall provide the identity of each Sublicensee within twenty (20) Business Days after execution of such sublicense, (c) ImmunoGen and its Affiliates shall cause each Sublicensee to assign or license (with a right to sublicense to CytomX to the extent required by this Agreement) to ImmunoGen all intellectual property rights (including, without limitation, Patent Rights) in and to any Probody Platform Improvements, whether or not patentable, the inventors of which (alone or with others) are employees of, or others obligated to assign

inventions to, such Sublicensee in connection with its exercise of its rights under the applicable sublicense, (d) ImmunoGen shall be jointly and severally responsible with its Sublicensees to CytomX for failure by its Sublicensees to comply with the terms and conditions of this Agreement and (e) ImmunoGen shall remain responsible for the payment to CytomX of all Milestone Payments and royalties payable with respect to the activities and Net Sales of any Sublicensee.

3.2. **Retained Rights and Covenants**.

3.2.1. **Retained Rights.** Subject to the other terms of this Agreement (including, without limitation, Section 3.2.2 and 3.3 hereof), CytomX retains the right to use the unpatented Licensed Know-How and practice the Licensed Patent Rights (a) to develop, make, have made, use, sell, offer for sale, import or otherwise commercialize any product (excluding, on a country-by-country basis, while the exclusive license granted under Section 3.1.1 hereof remains in effect in such country, any PDC having a Payload that is a Cytotoxic Compound that Targets the Licensed Target), and to grant licenses to Third Parties to do the same; and (b) for any and all uses outside of the Field.

3.2.2. **Covenants.** Anything contained in Section 3.2.1 or 3.3 hereof to the contrary notwithstanding, CytomX hereby agrees that, on a country-by-country basis, during the period that the exclusive license granted under Section 3.3.1 hereof remains in effect in such country, neither it nor any of its Affiliates shall (a) develop or commercialize any PDC having a Payload that is a Cytotoxic Compound that Targets the Licensed Target, or (b) grant to any Third Party any license or other right under any Patent Rights or Know-How owned or Controlled by CytomX to develop or commercialize any PDC having a Payload that is a Cytotoxic Compound that Targets the Licensed Target; provided that the foregoing shall not restrict CytomX's or its Affiliates' right to grant to Third Parties research licenses under any Patent Rights or Know-How owned or Controlled by CytomX that are not Target-specific.

3.3. **License to ImmunoGen Probody Platform Improvements**. ImmunoGen, on behalf of itself and its Affiliates, hereby grants to CytomX a non-exclusive, sublicensable, perpetual, irrevocable, royalty-free worldwide license under ImmunoGen's interest in any ImmunoGen Probody Platform Improvements, including, without limitation, any Patent Rights claiming such ImmunoGen Probody Platform Improvements, to exploit such ImmunoGen Probody Platform Improvements (a) for any purpose in the Field other than developing, manufacturing, using or commercializing PDCs having a Payload that is a

Cytotoxic Compound[3] and (b) for any purpose outside of the Field. Nothing in this Agreement shall be construed as obligating ImmunoGen to engage in any technology transfer or provision of written documentation to CytomX (other than as provided in Section 5.2.3 hereof) or any of its Affiliates or any Third Party disclosing, describing or otherwise relating to ImmunoGen Probody Platform Improvements.

3.4. **Section 365(n) of Bankruptcy Code**. All rights and licenses now or hereinafter granted by either Party to the other Party under or pursuant to any section of this Agreement, including the licensed granted in this Article 3, are rights to "intellectual property" (as defined in Section 101(35A) of Title 11 of the United States Code, as amended (such Title 11, the "**Bankruptcy Code**")). The Parties hereto acknowledge and agree that the payments provided for under Article 4 hereof, other than royalty payments pursuant to Section 4.2 hereof, do not constitute royalties within the meaning of Section 365(n) of the Bankruptcy Code or relate to licenses of intellectual property under this Agreement.

3.5. **No Implied Rights**. Except as expressly provided in this Agreement, neither Party shall be deemed, by estoppel, implication or otherwise, to have granted the other Party any license or other right with respect to any intellectual property of such Party.

4. PAYMENTS.

4.1. **Milestone Payments.**

4.1.1. **Development Milestones**. Within ten (10) Business Days following the first occurrence of each event (each, a "**Development Milestone**") described below for the first Licensed Product that achieves such milestone, ImmunoGen shall provide written notice to CytomX identifying the Development Milestone achieved, and ImmunoGen shall pay to CytomX the amount set forth below within forty-five (45) days of receipt of CytomX's notice with respect to such Development Milestone (each such amount, a "**Development Milestone Payment**") to be payable only once regardless of how many Licensed Products achieve such Development Milestone.

[3] For purposes of this Section, the term "Cytotoxic Compound" shall be limited to the cell-killing agents encompassed by one or more of the claims of the issued patents (whether or not expired) listed in Schedule 1.120 attached hereto, or by one or more of the claims, if any, of any patents issuing from the patent applications listed in Schedule 1.120 or from any divisionals, continuations or foreign counterparts of any of the foregoing.

Development Milestone	Payment
Dosing of first patient in a Phase 1 Clinical Study	[***]
Dosing of first patient in a Phase 2 Clinical Study*	[***]
Dosing of first patient in a Phase 3 Clinical Study	[***]
Date of filing of BLA	[***]
Date of receipt of Regulatory Approval in the United States	[***]
Date of receipt of Regulatory Marketing Approval in Major EU Market Country	[***]
Date of receipt of Regulatory Marketing Approval in Japan	[***]

If a clinical milestone is achieved and any previous clinical milestone has not yet been achieved for any reason, notwithstanding anything herein to the contrary such previous milestone(s) shall be deemed to have been achieved and the corresponding Development Milestone Payment set forth in the table above shall be payable simultaneously with the Development Milestone Payment for the achievement of the subsequent Milestone. All Development Milestone Payments shall be non-refundable and noncreditable.

4.1.2. **Sales Milestones**. ImmunoGen shall pay to CytomX the following one-time payments (each, a "**Sales Milestone Payment**") when aggregate Annual Net Sales of a Licensed Product in the Territory in a Calendar Year first reach the respective threshold (a "**Sales Threshold**") indicated below (each, a "**Sales Milestone**"):

Total Annual Net Sales	Sales Milestone Payment
Total Annual Net Sales at least equal $500,000,000	[***]
Total Annual Net Sales at least equal $750,000,000	[***]
Total Annual Net Sales at least equal $1,000,000,000	[***]
Total Annual Net Sales at least equal $1,500,000,000	[***]

Any Sales Milestone Payment with respect to any Calendar Year shall be payable within sixty (60) days of the end of such Calendar Year in the United States. Each Sales Milestone Payment is payable a maximum of one time only, regardless of the number of times a Licensed Product achieves a particular Sales Threshold or the number of Licensed Products that achieve a particular Sales Threshold. All Sales Milestone Payments shall be nonrefundable and noncreditable.

4.2. **Royalties**.

4.2.1. **Royalty Payments**. With respect to each Licensed Product and subject to the provisions of Section 4.2.2 hereof, ImmunoGen shall pay CytomX royalties in the amount of the applicable rates ("**Marginal Royalty Rates**") set forth below of Annual Net Sales of such Licensed Product during the Royalty Term:

Annual Net Sales	Marginal Royalty Rate for Licensed Products (% of Annual Net Sales)
Annual Net Sales of such Licensed Product during a given Calendar Year up to and including $500,000,000	[***]%
Annual Net Sales of such Licensed Product during a given Calendar Year above $500,000,000, up to and including $1,000,000,000	[***]%
Annual Net Sales of such Licensed Product during a given Calendar Year above $1,000,000,000	[***]%

4.2.2. **Marginal Royalty Rate Application**. Each Marginal Royalty Rate set forth in the table above shall apply only to that portion of the Annual Net Sales of a given Licensed Product in the Territory during a given Calendar Year that falls within the indicated range.

4.2.3. **Royalty Adjustments**.

(a) Third Party Royalty Offset. Subject to Section 4.2.3(e) hereof, if, with respect to a Calendar Quarter, ImmunoGen or any of its Affiliates or Sublicensees actually makes royalty payments to one or more Third Parties in consideration of a license, in the absence of which ImmunoGen could not practice the Licensed Intellectual Property to make, offer for sale, sell or import the Mask or Substrate portion of the Probody portion of any Licensed Product included within the Licensed Intellectual Property (excluding any Licensed Intellectual Property jointly owned by CytomX or its Affiliates, on the one hand, and ImmunoGen or its Affiliates, on the other hand) without infringing an issued patent or patents owned or exclusively licensed by such Third Party in any country (collectively, "Third Party Payments"), as evidenced, to the extent requested by CytomX, by an opinion of Independent Patent Counsel selected by ImmunoGen and approved by CytomX (which approval shall not be unreasonably withheld), then ImmunoGen shall have the right to reduce the royalties otherwise due to CytomX pursuant to Section 4.2.1, 4.2.3(c) or 4.2.3(d) hereof (but not the royalties otherwise due to CytomX pursuant to Section 4.2.3(b) hereof) with respect to Net Sales in such country of such Licensed Products in such Calendar Quarter by an amount equal to fifty percent (50%) of the amount of such Third Party Payments. For purposes of clarity, the term "Third Party Payments" includes only prospective running royalties payable on the same basis as required by this Section 4.2, and does not include any lump-sum license fees, milestone payments, minimum royalties in excess of accrued royalties, any amounts paid for past infringement of any Third Party's rights or any amount paid for rights not required to permit ImmunoGen to practice the Licensed Intellectual Property to make, use, offer for sale, sell or import the Mark or Substarte portion of the Probody portion of any Licensed Product included in the Licensed Intellectual Property in any country. For the avoidance of doubt, the Parties agree and acknowledge that this Section 4.2.3(a) shall not apply with respect to royalties payable by a Party to any Third Party under any agreement in existence as of the Effective Date.

(b) Valid Claim Coverage.

(i) No Patent Coverage. Subject to Section 4.2.3(e) hereof, the royalty rates set forth in Sections 4.2.1, 4.2.3(c) and 4.2.3(d) hereof shall apply, on a country-by-country basis and Licensed Product-by-Licensed Product basis, to Net Sales of Licensed Products only where (A) such Licensed Product (or its manufacture, use, sale, offer for sale or importation) in such country is Covered by a Valid Claim within the Licensed Patent Rights or (B) such Licensed Product (or any component or intermediate thereof) was manufactured in a country where the manufacture of such Licensed Product (or such component or intermediate), was, at the time of its manufacture, Covered by a Valid Claim within the Licensed Patent Rights, regardless of the country in which such Licensed Product is sold. Subject to the other terms of this Agreement (except for Section 4.2.3(a) hereof, which shall not apply), on a country-by-country and Licensed Product-by-Licensed Product basis where and as of and when the royalty rates under Sections 4.2.1, 4.2.3(c) and 4.2.3(d) hereof do not apply as a result of this Section 4.2.3(b)(i), the royalties payable with respect to Net Sales of such Licensed Product sold by ImmunoGen, its Affiliates and its Sublicensees in such country shall be reduced by fifty percent (50%) of the royalties otherwise owed to CytomX pursuant to Section 4.2.1 or 4.2.3(d) hereof, as applicable, without giving effect to any royalty reduction provided in Section 4.2.3(c) hereof, using the methodology outlined in Exhibit B attached hereto. The Parties hereby acknowledge and agree that such royalties shall be in consideration of the commercial advantage, know-how and background information gained from the unpatented Licensed Know-How, including, without limitation, CytomX's Confidential Information and CytomX Proprietary Materials.

(ii) Applicability of Royalty Rates. For purposes of clarity, (A) if a Licensed Product (or its manufacture, use, sale, offer for sale or importation) is Covered by a Valid Claim in a country within the Territory such that royalties are paid by ImmunoGen pursuant to Section 4.2.1, 4.2.3(c) or 4.2.3(d) hereof and, prior to the expiration of the Royalty Term for such Licensed Product in such country, the Licensed Product (and its manufacture, use, sale, offer for sale or importation) is no longer Covered by a Valid Claim in such country, ImmunoGen shall pay CytomX a royalty at the rate set forth in Section 4.2.1(b)(i) hereof for the portion of the

Royalty Term during which no such Valid Claim Covers such Licensed Product (or its manufacture, use, sale, offer for sale or importation) in such country; and (B) if a Licensed Product (or its manufacture, use, sale, offer for sale or importation) is not Covered by a Valid Claim in a country within the Territory such that royalties are paid by ImmunoGen pursuant to Section 4.2.1(b)(i) hereof and, prior to the expiration of the Royalty Term for such Licensed Product in such country, the Licensed Product (or its manufacture, use, sale, offer for sale or importation) becomes Covered by a Valid Claim within the Licensed Patent Rights in such country, ImmunoGen shall pay CytomX a royalty at the rates set forth in Section 4.2.1, 4.2.3(c) or 4.2.3(d) hereof, as applicable, for that portion of the Royalty Term during which such Valid Claim Covers such Licensed Product (or its manufacture, use, sale, offer for sale or importation) in such country.

(iii) Definition of "Cover". A Valid Claim within the Licensed Patent Rights "**Covers**" the Licensed Product (or its manufacture, use, sale, offer for sale or importation) in a country if, but for the license granted under Section 3.1.1 hereof, the manufacture, use, sale, offer for sale or importation of the Licensed Product by ImmunoGen or any of its Affiliates or Sublicensees in such country would infringe such Valid Claim; provided, however, that in determining whether a Valid Claim within such Licensed Patent Rights "**Covers**" (as defined above) the Licensed Product (or its manufacture, use, sale, offer for sale or importation), (A) any Valid Claim within the Licensed Patent Rights that is jointly owned by ImmunoGen (or any of its Affiliates) with CytomX (or any of its Affiliates) shall be deemed to be owned solely by CytomX or an Affiliate of CytomX and (B) any Valid Claim contained in an unissued patent application within the Licensed Patent Rights that has not been (1) canceled, withdrawn or abandoned or (2) pending for more than seven (7) years from its earliest priority date shall be deemed to have been issued.

(c) Loss of Market Exclusivity. Subject to Section 4.2.3(e) hereof, if, with respect to a Calendar Quarter, ImmunoGen or any of its Affiliates or Sublicensees experiences a Loss of Market Exclusivity for a Licensed Product in any country, then ImmunoGen shall have the right to reduce the royalties otherwise due to CytomX pursuant to Section 4.2.1 or 4.2.3(d) hereof (but not the royalties otherwise due to CytomX under Section 4.2.3(b) hereof) with respect to Net Sales in such country of such Licensed

Products in such Calendar Quarter as described below, in each case using a methodology similar to that outlined in Exhibit B attached hereto. In calculating royalty reductions pursuant to this Section 4.2.3(c), the applicable WARR (as defined in Exhibit B) shall be multiplied by a percentage which is equal to a fraction, the numerator of which is the actual Net Sales of the Licensed Product in the country for the applicable Calendar Quarter during the period of Loss of Market Exclusivity, and the denominator of which is the Baseline Net Sales of the Licensed Product in such country; provided, however, that (i) if the percentage referred to above is greater than eighty percent (80%), no reductions shall be made pursuant to this Section 4.2.3(c) with respect to Net Sales of the Licensed Product in such country for such Calendar Quarter; and (ii) such percentage shall never be less than fifty percent (50%), regardless of whether Net Sales of such Licensed Product in such country for such Calendar Quarter are less than fifty percent (50%) of the applicable Baseline Net Sales.

(d) Effect of Challenge. In further consideration of the grant by CytomX of the license hereunder and except to the extent the following is unenforceable under the Applicable Laws of a particular jurisdiction where a patent application within the Licensed Patent Rights is pending or a patent within the Licensed Patent Rights is issued, if CytomX, its Affiliates or Sublicensees initiates a Challenge or induces or assists a Third Party in initiating or prosecuting a Challenge (the Licensed Patent Rights subject to such Challenge being referred to herein as the "**Challenged Patent Rights**"), then during the period that such Challenge is pending, the royalty rates set forth in Section 4.2.1 hereof shall be increased by an additional two percent (2%) of annual Net Sales (the "**Challenge-Related Royalty Increase**") in the country(ies) in which the Challenged Patent Rights were pending or issued (each, a "**Challenge Jurisdiction**") commencing on the date of such initiation or the date ImmunoGen, its Affiliates or Sublicensees first induces or provides assistance to such Third Party, as applicable, but only with respect to Net Sales of Licensed Products in the applicable Challenge Jurisdiction(s). If, following the final, unappealable conclusion of a Challenge in a Challenge Jurisdiction, there remains one or more Valid Claims within the Challenged Patent Rights that would be infringed by the manufacture, use, sale, offer for sale or importation then (i) the royalty rates set forth in Section 4.2.1 hereof shall be increased by an additional three percent (3%) of annual Net Sales (which shall be in addition to the Challenge-Related Royalty Increase) in the applicable Challenge Jurisdiction, commencing upon the final, unappealable conclusion of such Challenge and continuing

for the remainder of the Royalty Term in the applicable Challenge Jurisdiction, and (ii) ImmunoGen shall reimburse CytomX for its costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and expenses of litigation) incurred in responding to the Challenge. ImmunoGen shall be required to pay such reimbursement within sixty (60) days of receiving an invoice therefor from CytomX, which shall set forth in reasonable detail the basis for the charges for which CytomX is seeking reimbursement. If, following the final, unappealable conclusion of a Challenge in a Challenge Jurisdiction, there remain no Valid Claims within the Challenged Patent Rights that would be infringed by the manufacture, use, sale, offer for sale or importation of Licensed Products by ImmunoGen or any of its Affiliates or Sublicensees in such Challenge Jurisdiction in the absence of the license granted under Section 3.1.1 hereof, then CytomX shall reimburse ImmunoGen for all amounts with respect to the Challenge-Related Royalty Increase actually paid by ImmunoGen to CytomX with respect to the Challenge Jurisdiction (the "**Clawback Amount**") as follows: (A) ImmunoGen shall be entitled to credit one hundred percent (100%) of each royalty payment due under Section 4.2 hereof as they become due from and after the final, unappealable conclusion of such Challenge in such Challenge Jurisdiction against the Clawback Amount until reimbursed in full; and (B) any unreimbursed portion of the Clawback Amount outstanding at the conclusion of the Royalty Term in all countries and jurisdictions in the Territory shall be paid to ImmunoGen within sixty (60) days after receipt by CytomX of an invoice from ImmunoGen therefor.

(e) Minimum Royalty Rate. Anything contained in this Agreement to the contrary notwithstanding, none of the reductions to royalties provided in Sections 4.2.3(a), 4.2.3(b) and 4.2.3(c) hereof, shall, individually or in the aggregate, reduce the royalties payable with respect to Net Sales of any Licensed Product sold by ImmunoGen, its Affiliates and its Sublicensees in any country during the Royalty Term by more than fifty percent (50%) of the royalties otherwise owed to CytomX pursuant to Section 4.2.1 or 4.2.3(d), as applicable, without giving effect to any royalty reduction provided in Section 4.2.3(a), 4.2.3(b) or 4.2.3(c) hereof.

4.3. **Reports and Payments**.

4.3.1. **Cumulative Royalties**. The obligation to pay royalties under Section 4.2 shall be imposed only once with respect to a single unit of a Licensed Product regardless of how many Valid Claims in Patent Rights included within the Licensed Intellectual Property would, but for this Agreement, be infringed by the use or sale of such Licensed Product in the country in which such Licensed Product is used or sold.

4.3.2. **Royalty Statements and Payments**. Within sixty (60) days after the end of each Calendar Quarter, ImmunoGen shall deliver to CytomX a report setting forth for such Calendar Quarter the following information, on a Licensed Product-by-Licensed Product basis: (a) the gross sales (if available) and the Net Sales of each Licensed Product (specifying in reasonable detail the deductions to gross sales used to calculate Net Sales, (b) the basis for any adjustments to the royalty payable for the sale of each Licensed Product, (c) the applicable exchange rate to convert each country's currency to U.S. Dollars under Section 4.3.4 hereof and (d) the royalties due hereunder for the sale of each Licensed Product. No such reports shall be due for any Licensed Product before the First Commercial Sale of such Licensed Product in the Territory. The total royalty due for the sale of Licensed Products during such Calendar Quarter shall be remitted at the time such report is delivered.

4.3.3. **No Set-Off; Taxes and Withholding**. All payments made by ImmunoGen to CytomX hereunder shall be made without set-off or counterclaim and free and clear of any taxes, duties, levies, fees or charges, except withholding taxes, if any. In the event any of the payments made pursuant to this Agreement become subject to withholding taxes under the Applicable Law of any jurisdiction, ImmunoGen shall deduct and withhold the amount of such taxes for the account of CytomX, to the extent required by Applicable Law, such amounts payable to CytomX shall be reduced by the amount of taxes deducted and withheld, and ImmunoGen shall pay the amounts of such taxes to the proper Governmental Authority in a timely manner and promptly transmit to CytomX an official tax certificate or other evidence of such tax obligations together with proof of payment from the relevant Governmental Authority of all amounts deducted and withheld sufficient to enable CytomX to claim such payment of taxes. Any such withholding taxes required under Applicable Law to be paid or withheld shall be an expense of, and borne solely by, CytomX. ImmunoGen will provide CytomX with reasonable assistance to enable CytomX to recover such taxes as permitted by Applicable Law.

4.3.4. **Currency**. All amounts payable and calculations hereunder shall be in United States dollars, and all payments due under this Agreement shall be made by wire transfer in immediately available funds to an account designated by the Party owed such payment. As applicable, Net Sales and any royalty deductions shall be converted into United States dollars in accordance with the ImmunoGen Standard Exchange Rate Methodology.

4.3.5. **Overdue Payments**. Subject to the other terms of this Agreement, any payments hereunder not paid within the applicable time period set forth herein shall bear interest from the due date until paid in full, at a rate per annum equal to the lesser of (a) one and one-half percent (1-1/2%) per month, compounded monthly, or (b) the maximum interest rate permitted by applicable law in regard to such payments, calculated in each case from the date such payment was due through to the date on which payment is actually made; provided, however, that with respect to any disputed payments, no interest shall be due until such dispute is resolved and the interest that shall be payable thereon shall be based on the finally-resolved amount of such payment, calculated from the original date on which the disputed payment was due through the date on which payment is actually made. Such payments when made shall be accompanied by all interest so accrued. Such interest and the payment and acceptance thereof shall not negate or waive the right of CytomX to any other remedy, legal or equitable, to which it may be entitled because of the delinquency of the payment.

4.4. **Maintenance of Records; Audits**.

4.4.1. **Record Keeping**. ImmunoGen shall keep, and cause its Affiliates and Sublicensees to keep, accurate books of account and records in connection with the sale of Licensed Products, in sufficient detail to permit accurate determination of all figures necessary for verification of royalties to be paid hereunder. ImmunoGen shall maintain, and cause its Affiliates and Sublicensees to maintain, such records for a period of at least three (3) years after the end of the Calendar Year in which they were generated.

4.4.2. **Audits**. Upon thirty (30) days prior written notice from CytomX, ImmunoGen shall permit an independent certified public accounting firm of internationally recognized standing selected by CytomX and reasonably acceptable to ImmunoGen to examine, at CytomX's sole expense, the relevant books and records of ImmunoGen, its Affiliates and Sublicensees during the period covered by such examination, as may be reasonably necessary to verify the accuracy of the reports submitted by ImmunoGen in accordance with Section 4.3 hereof and the payment of royalties hereunder. An examination by CytomX under this Section 4.4.2 shall occur not more than once in any Calendar Year and shall be limited to the pertinent books and records for any Calendar Year ending not more than three (3) years before the date of the request. The accounting firm shall be provided access to such books and records at the facilities where such books and records are kept and such examination shall be conducted during normal business hours. ImmunoGen may require the accounting firm to sign a reasonable and customary non-disclosure agreement before providing the accounting firm access to ImmunoGen's facilities or records. Upon completion of the audit, the

accounting firm shall provide both CytomX and ImmunoGen a written report disclosing whether the reports submitted by ImmunoGen are correct or incorrect, whether the royalties paid are correct or incorrect and, in each case, the specific details concerning any discrepancies. ImmunoGen and CytomX shall each have the right to request a further determination by such accounting firm as to matters which such Party disputes within thirty (30) days following receipt of such report. The Party initiating a dispute will provide the other Party and the accounting firm with a reasonably detailed statement of the grounds upon which it disputes any findings in the written report and the accounting firm shall undertake to complete such further determination within thirty (30) days after the dispute notice is provided, which determination shall be limited to the disputed matters and provided to both Parties. The Parties shall use reasonable efforts, through the participation of finance representatives of both Parties, to resolve any dispute arising in relation to the audit by good faith discussion. The results of any such audit, reflecting the accounting firm's determination of any disputed matters, shall be binding on both Parties.

4.4.3. **Underpayments/Overpayments**. If such accounting firm concludes that additional royalties were due to CytomX, ImmunoGen shall pay the additional royalties (plus interest thereon at the rate provided in Section 4.3.5 hereof) within forty-five (45) days of the date ImmunoGen receives such accountant's written report so concluding. If such underpayment exceeds five percent (5%) of the royalties that were to be paid and is also greater than Fifty Thousand U.S. Dollars ($50,000), ImmunoGen also shall reimburse CytomX for all reasonable charges of such accountants for conducting the audit. If such accounting firm concludes that ImmunoGen overpaid royalties, CytomX shall repay such amount in full within forty-five (45) days of the receipt of such accountant's report, or, at ImmunoGen's option, it shall be entitled to offset all such overpayments against any outstanding or future amounts payable to CytomX hereunder until ImmunoGen has received full credit for such overpayments.

4.4.4. **Confidentiality**. All financial information that is subject to review under this Section 4.4 shall be deemed to be the Confidential Information of the audited Party subject to the provisions of Article 6 hereof.

5. INTELLECTUAL PROPERTY.

5.1. **Inventions**.

5.1.1. **Ownership**. All determinations of inventorship under this Agreement shall be made in accordance with the laws of the United States. Determinations of ownership of intellectual property hereunder will be made in accordance with inventorship.

(a) **CytomX Solely Owned Technology**. As between the Parties, CytomX shall be the sole owner of all Licensed Intellectual Property (other than Joint Program Technology and Joint Probody Platform Improvements included therein and any Joint Patent Rights).

(b) **ImmunoGen Solely Owned Technology**. As between the Parties, ImmunoGen shall be the sole owner of all ImmunoGen Program Technology and ImmunoGen Probody Platform Improvements and any Patent Rights claiming such ImmunoGen Program Technology and ImmunoGen Probody Platform Improvements.

(c) **Jointly Owned Technology**. All Joint Program Technology and Joint Probody Platform Improvements (including, without limitation, all Joint Patent Rights) shall be jointly owned by the Parties, with each Party holding an undivided one-half interest therein. Subject to the Parties' other rights and obligations under this Agreement and any then-outstanding License Agreement, each Party shall be free to exploit and assign, either itself or through the grant of licenses to Third Parties, all Joint Program Technology, Joint Probody Platform Technology Improvements and Joint Patent Rights throughout the world without restriction, without the need to obtain further consent from or provide notice to the other Party and without any duty to account or otherwise make any payment of any compensation to the other Party.

5.1.2. **Disclosure**. ImmunoGen shall, no less than thirty (30) days before filing any initial Patent Right disclosing ImmunoGen Probody Platform Improvements or any Joint Program Technology or Joint Probody Platform Improvements or any other Patent Right that contains CytomX's Confidential Information, provide a copy of such disclosure to CytomX. CytomX shall, no less than thirty (30) days before filing any initial Patent Right disclosing Joint Program Technology or Joint Probody Platform Improvements or any other Patent Right that contains ImmunoGen's Confidential Information, provide a copy of such disclosure to ImmunoGen. In each case, such disclosures to the other Party shall include all invention disclosures or other similar documents submitted to such Party by its, or its Affiliates', employees, agents or independent contractors describing such invention and the proposed inventorship of any new Patent Rights intended to be filed. The other Party shall promptly raise any issue regarding inventorship of any such Patent Rights, and the Parties agree to determine the correct inventorship of any Patent Rights in accordance with Section 10.10.1 hereof.

5.2. **Filing, Prosecution and Maintenance of Patent Rights**.

5.2.1. **Cooperation**. Without limiting any other rights and obligations of the Parties under this Agreement, the Parties shall cooperate with respect to the timing, scope and filing of patent applications and patent claims relating to any Joint Program Technology to preserve and enhance the patent protection for Licensed Products, including the manufacture and use thereof and to allow the Party owning the technology underlying an Improvement to have reasonable input to preserve and enhance its patent portfolio and patenting strategy.

5.2.2. **CytomX Patent Rights**. CytomX, at its own expense, shall have the sole right, but not the obligation, to prepare, file, prosecute and maintain, throughout the world, all Licensed Patent Rights (other than Licensed Patent Rights claiming Joint Program Technology or Joint Probody Platform Improvements). With respect to any Licensed Patent Rights disclosing or claiming Program Technology (other than Probody Platform Improvements included in the Program Technology), CytomX shall keep ImmunoGen reasonably informed of the status of the filing, prosecution and maintenance of such Patent Rights and shall consider in good faith any recommendations made by ImmunoGen in regard to the filing, prosecution or maintenance of any such Patent Right. CytomX shall consult with ImmunoGen in the filing, prosecution and maintenance of any CytomX Patent Right related to Improvements to ImmunoGen Technology and shall not unreasonably refuse to incorporate any recommendations made by ImmunoGen in regard to such filing, prosecution or maintenance. To the extent CytomX decides not to file, prosecute or maintain any Licensed Patent Right that CytomX reasonably believes covers or may cover the Development, Manufacture, Commercialization or use of any Licensed Product (other than any such Patent Right owned or co-owned by a Third Party licensor or the filing of a new initial patent application) and except in the case in which the decision not to file, prosecute or maintain such Patent Right is made by CytomX in the ordinary course of filing continuation applications or as part of an overall strategy to optimize the scope or other aspects of the Licensed Intellectual Property, CytomX shall provide ImmunoGen with thirty (30) days prior written notice to such effect (*i.e.*, at least thirty (30) days prior to the date on which any such filing is intended or due or on which any other such action is due), in which event ImmunoGen may elect to file or continue prosecution or maintenance of such Patent Right, at ImmunoGen's expense, and CytomX, upon ImmunoGen's written request received within such thirty (30) day period, shall execute such documents and perform such acts, at ImmunoGen's expense, as may be reasonably necessary to permit ImmunoGen to file, prosecute and maintain such Patent Right; provided that ImmunoGen (a) shall keep CytomX reasonably informed of the status of the filing, prosecution and maintenance of such Patent Rights, (b) shall consider in

good faith any recommendations made by CytomX in regard to such filing, prosecution and maintenance of such Patent Right, and (c) shall not unreasonably refuse to incorporate any recommendations made by CytomX in regard to such filing, prosecution or maintenance. Any such Patent Right that is prosecuted or maintained by ImmunoGen pursuant to this Section 5.2.2 (a) will continue to be owned by CytomX, and (b) subject to the Parties' other rights and obligations under this Agreement, may be licensed by CytomX to one or more Third Parties. For avoidance of doubt, "prosecution" as used in this Section 5.2 includes oppositions, nullity or revocation actions, post-grant reviews and other patent office proceedings involving the referenced Patent Rights.

5.2.3. **ImmunoGen Patent Rights**. ImmunoGen, at its own expense, shall have the sole right, but not the obligation, to prepare, file, prosecute and maintain, throughout the world, any Patent Rights comprised in the ImmunoGen Probody Platform Improvements. ImmunoGen shall consult with CytomX in the filing, prosecution and maintenance of any Patent Right related to ImmunoGen Probody Platform Improvements (including, without limitation, keeping CytomX reasonably informed of the status thereof), shall consider in good faith any recommendations made by CytomX in regard to such filing, prosecution or maintenance, and shall not unreasonably refuse to incorporate any recommendations made by CytomX in regard to such filing, prosecution or maintenance. Nothing contained in this Agreement shall be construed as obligating ImmunoGen to file any patent application in any country or other jurisdiction relating to ImmunoGen Probody Platform Improvements.

5.2.4. **Joint Patent Rights**. If not already established under the Research Collaboration Agreement, prior to either Party filing any Patent Right disclosing Joint Program Technology or Joint Probody Platform Improvements, the Parties shall establish a patent committee (the "**Patent Committee**") comprised of at least one (1) representative of each Party for the purpose of facilitating the preparation, filing, prosecution, maintenance and defense of Joint Patent Rights. As agreed upon by the Parties, meetings of the Patent Committee may be face-to-face or may be conducted by teleconferences or videoconferences, from time to time as needed. The Patent Committee will be the forum through which the Parties coordinate their respective obligations to each other described in Sections 5.2.2 and 5.2.3 hereof and in this Section. In the event the Parties conceive or generate any Joint Program Technology or Joint Probody Platform Improvements, the Parties shall promptly meet to discuss and determine, based on mutual consent, whether to seek patent protection thereon, which Party will control filing, prosecution and maintenance of such patents and how to pay for the filing, prosecution and maintenance of such patents. It is presumed that ImmunoGen will control filing, prosecution and maintenance of Joint Patent Rights claiming

Joint Program Technology or Joint Conjugation Probody Platform Improvements, and that CytomX will control filing, prosecution and maintenance of Joint Patent Rights claiming Joint Unconjugated Probody Platform Improvements. Neither Party will file any Joint Patent Right without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The Party controlling filing and prosecution of any such Joint Patent Right (a) shall keep the other Party informed regarding each Patent Right, (b) shall consider in good faith any recommendations made by the other Party in regard to the filing, prosecution or maintenance of any such Patent Right and (c) shall not unreasonably refuse to incorporate any recommendations made by the other Party in regard to such filing, prosecution or maintenance.

5.2.5. **Improper Patent Filings**. Each Party agrees that, without the prior written consent of the other Party, neither it nor any of its Affiliates will claim in any patent application filed by or on behalf of such Party (or its Affiliate) any unpatented, nonpublic invention for which the inventor(s) (alone or with others) are employees of, or other persons obligated to assign inventions to, the other Party or any Affiliate of the other Party, or disclose any such invention in any such patent application in a manner that would prejudice the other Party's ability to patent such invention.

5.2.6. **Liability**. Except for breaches of Section 5.2.5 hereof, to the extent that a Party is obtaining, prosecuting or maintaining a Patent Right included in the Licensed Intellectual Property or Joint Patent Rights or otherwise exercising its rights under this Section 5.2, such Party, and its Affiliates, employees, agents or representatives, shall not be liable to the other Party in respect of any act or omission on the part of any such Party, or its Affiliates, employees, agents or representatives, in connection with such activities undertaken in good faith.

5.2.7. **Extensions**. The decision to file for a patent term extension and particulars thereof (including which patent(s) to extend) will be made with the goal of obtaining the optimal patent term and scope of protection for Licensed Products. If a Party wishes to file for a patent term extension based on Patent Rights owned by the other Party, it will so notify the other Party, and the Parties will meet to discuss and determine whether and how to proceed with such patent term extension.

5.3. **Joint Research Agreement**. This Agreement shall be understood to be a joint research agreement under 35 U.S.C. § 103(c)(3) entered into for the purpose of Developing Licensed Products.

5.4. **Enforcement of Patent Rights**.

5.4.1. **Notice**. If either CytomX or ImmunoGen becomes aware of any infringement anywhere in the world of any issued Patent Right within the Licensed Intellectual Property or Joint Patent Rights by any Third Party (an "**Infringement**"), such Party shall promptly notify the other Party in writing to that effect.

5.4.2. **Infringement of Certain Patent Rights.**

(a) In the event of any Infringement of a Patent Right included in the Licensed Intellectual Property (including, without limitation, Joint Patent Rights included in the Joint Unconjugated Probody Platform Improvements but excluding Joint Patent Rights included in the Joint Program Technology (other than Joint Unconjugated Probody Platform Improvements)), CytomX shall have the first right to take action to obtain a discontinuance of Infringement or bring suit against a Third Party infringer of such Patent Right within six (6) months from the date of notice.

(b) CytomX shall bear all the expenses of any suit brought by it claiming infringement of any such Patent Right. ImmunoGen shall reasonably cooperate with CytomX in any such suit and shall have the right to consult with CytomX and to participate in and be represented by independent counsel in such litigation at its own expense. CytomX shall incur no liability to ImmunoGen as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any such Patent Right invalid or unenforceable, and CytomX shall not, without ImmunoGen's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), enter into any settlement or consent decree that admits the invalidity or unenforceability or limits the scope of any such Patent Right.

(c) If CytomX has not obtained a discontinuance of such Infringement by, or filed suit against, any such Third Party infringer within the six (6) month period set forth in subsection (a) above, then ImmunoGen shall have the right, but not the obligation, to bring suit against such Third Party infringer, at ImmunoGen's sole expense, under any Licensed Intellectual Property. CytomX shall reasonably cooperate with ImmunoGen in any such litigation, including being joined as a party, at ImmunoGen's expense, provided that CytomX may, at its sole discretion, elect to be represented by independent counsel in such litigation at its own expense. ImmunoGen shall incur no liability to CytomX as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision

holding any such CytomX Patent Right invalid or unenforceable; and ImmunoGen shall not, without CytomX's prior written consent (which CytomX may withhold in its sole discretion), enter into any settlement or consent decree that requires any payment by or admits or imparts any other liability to CytomX or admits the invalidity or unenforceability or limits the scope of any such Patent Right.

(d) In the event of any Infringement of a Joint Patent Right included in the Joint Program Technology (other than Joint Unconjugated Probody Platform Improvements), ImmunoGen shall have the first right to take action to obtain a discontinuance of Infringement or bring suit against a Third Party infringer of such Patent Right within six (6) months from the date of notice.

(e) ImmunoGen shall bear all the expenses of any suit brought by it claiming infringement of any such Patent Right. CytomX shall reasonably cooperate with ImmunoGen in any such suit and shall have the right to consult with ImmunoGen and to participate in and be represented by independent counsel in such litigation at its own expense. ImmunoGen shall incur no liability to CytomX as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any such Patent Right invalid or unenforceable, and ImmunoGen shall not, without CytomX's prior written consent, enter into any settlement or consent decree that admits the invalidity or unenforceability or limits the scope of any such Patent Right.

(f) If ImmunoGen has not obtained a discontinuance of such Infringement by, or filed suit against, any such Third Party infringer within the six (6) month period set forth in subsection (d) above, then CytomX shall have the right, but not the obligation, to bring suit against such Third Party infringer, at CytomX's sole expense, under any ImmunoGen Probody Platform Improvements. ImmunoGen shall reasonably cooperate with CytomX in any such litigation, including being joined as a party, at CytomX's expense, provided that ImmunoGen may, at its sole discretion, elect to be represented by independent counsel in such litigation at its own expense. CytomX shall incur no liability to ImmunoGen as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any such ImmunoGen Patent Right invalid or unenforceable; and CytomX shall not, without ImmunoGen's prior written consent (which ImmunoGen may withhold in its sole discretion), enter into any settlement or consent decree that requires any payment by or admits or imparts any other liability to ImmunoGen or admits the invalidity or unenforceability or limits the scope of any such Patent Right

(g) The enforcing Party shall keep the other Party reasonably informed of all material developments in connection with any such suit. Any recoveries obtained by either Party as a result of any proceeding against such a Third Party infringer ("**Monies**") shall be allocated as follows:

(i) the Monies will be distributed first to the controlling Party for its out-of-pocket litigation costs and expenses incurred in connection with such litigation; then

(ii) the Monies will then be distributed to the other Party for its out-of-pocket litigation costs and expenses incurred in connection with such litigation; then

(iii) to the extent the remaining Monies recovered represent such Third Party's infringing sales with respect to Licensed Products, (A) CytomX will receive an amount out of such remaining Monies equal to the royalties that would have been due upon sales of the infringing product as if such infringing sales had been incremental Net Sales of a Licensed Product sold by ImmunoGen (the "Deemed Royalty Portion"), and (B) ImmunoGen will receive the amount of such remaining Monies representing such Third Party's infringing sales with respect to Licensed Products, minus the Deemed Royalty Portion; or

(iv) to the extent the remaining Monies recovered represent ImmunoGen's lost profits with respect to Licensed Products, the amount of such Monies shall be grossed up to an amount equivalent to what would have been Net Sales (taking into account ImmunoGen's costs of manufacture and sale relative to such Third Party's costs of manufacture and sale) and (A) CytomX will receive the Deemed Royalty Portion of such calculated Net Sales, and (B) ImmunoGen will receive the amount of such remaining Monies representing ImmunoGen's lost profits with respect to Licensed Products, minus the Deemed Royalty Portion; or

(v) to the extent the remaining Monies recovered represent royalties from sales of a product that infringes (A) any Licensed Patent Rights alone or (B) any Licensed Patent Rights *and* any other Patent Rights owned by or licensed to ImmunoGen or one of its Affiliates or Sublicensees, and the applicable decision-making

authority in the action, suit or proceeding has not allocated the Monies between CytomX and the owner of such other Patent Rights, then the Parties shall agree, in good faith, to an allocation of such Monies based on the relevant contributions of the Licensed Patent Rights and such other Patent Rights to the Licensed Product; provided that if the Parties are unable to agree in good faith as to the allocation of such Monies on such basis, then the Parties shall submit such matter for determination to an Independent Patent Counsel; provided that the determination of such independent patent counsel shall be final and binding upon the Parties; then

(vi) if ImmunoGen is the controlling Party, then ImmunoGen will retain all Monies remaining after the distributions described in subsections (i) through (v) above, including, without limitation, those for any multiple damages, punitive damages or other non-compensatory damages, which are applicable to the Licensed Products; or

(vii) if CytomX is the controlling Party, then CytomX will retain all Monies remaining after the distributions described in subsections (i) through (v) above, including, without limitation, those for any multiple damages, punitive damages or other non-compensatory damages.

(h) **Other Infringement**. For any infringement of Patent Rights owned by ImmunoGen or licensed by ImmunoGen from Third Parties, ImmunoGen retains the sole right (as between the Parties), but not the obligation, to enforce such Patent Rights.

(i) **Infringement of Joint Patent Rights**. With respect to any notice of a Third Party infringer of any Joint Patent Right other than a Patent Right included in the Joint Program Technology or Joint Probody Platform Improvements, the Parties shall meet as soon as reasonably practicable to discuss such infringement and determine an appropriate course of action and the Parties' respective rights and responsibilities with respect to any enforcement thereof.

5.5. **Response to Biosimilar Applicants**.

5.5.1. Notice. In the event that ImmunoGen (a) receives a copy of a Biosimilar Application, whether or not such copy is provided under any Applicable Laws (including the BPCIA, the United States Patient Protection and Affordable Care Act, implementing FDA regulations and guidance or similar foreign laws or

regulations) applicable to the approval or manufacture of any biosimilar or interchangeable biological product (a "**Proposed Biosimilar Product**") for which a Licensed Product is a "reference product," as such term is used in the BPCIA, or (b) otherwise becomes aware that such a Biosimilar Application has been filed (such as in an instance described in Section 351(l)(9)(C) of the PHSA), then ImmunoGen shall promptly provide CytomX with written notice.

5.5.2. Access to Confidential Information. Upon written request from CytomX and to the extent permitted by Applicable Laws, ImmunoGen shall provide CytomX with confidential access to those portions of the Biosimilar Application and such other information provided to ImmunoGen by the Third Party that submitted the Biosimilar Application (the "**Applicant**") that describe the Linker and Payload of the Proposed Biosimilar Product or the method(s) of conjugating the cell-binding moiety of the Proposed Biosimilar Product to its Payload; provided, however, that prior to receiving the Biosimilar Application and such confidential information, CytomX shall provide notice to ImmunoGen and the Applicant confirming its agreement to be subject to the confidentiality provisions in Section 351(l)(1)(B)(iii) of the PHSA. For purposes of clarity, the Parties acknowledge and agree that CytomX has retained a right to assert any patent within the Licensed Patent Rights and participate in litigation concerning any such patent.

5.5.3. Proposed Patent List.

(a) Preparation of Proposed Patent List. Not later than twenty (20) days from the date of receipt by ImmunoGen of a copy of a Biosimilar Application and related manufacturing information, ImmunoGen, with cooperation from CytomX, shall prepare and provide CytomX with a list (the "**Proposed Patent List**") of (i) those patents within the Licensed Patent Rights that ImmunoGen reasonably believes would be infringed by the manufacture and/or sale of the Proposed Biosimilar Product and (ii) those patents within the Licensed Patent Rights, if any, that ImmunoGen would be willing to sublicense to such Applicant in accordance with the terms of this Agreement. As soon as practicable following the date of receipt by CytomX of the Proposed Patent List, CytomX and ImmunoGen shall discuss in good faith the patents within the Licensed Patent Rights to be included on the Proposed Patent List and ImmunoGen shall consider in good faith CytomX's proposals for changes to the Proposed Patent List with respect to the patents within the Licensed Patent Rights. Not later than the end of the period specified by Applicable Laws, ImmunoGen shall provide the Applicant with a copy of the Proposed Patent List; provided, however, that ImmunoGen shall incorporate certain CytomX

requests in accordance with Section 5.5.3(d) hereof. Notwithstanding the enforcement rights with respect to the Licensed Patent Rights set forth in Section 5.2.2 hereof, ImmunoGen shall have the right to include any of the patents within the Licensed Patent Rights on the Proposed Patent List to the extent that ImmunoGen reasonably believes that a claim of patent infringement for such patent could be asserted by either CytomX or ImmunoGen; provided, however, that the right to control any suit or proceeding in which such a claim is asserted shall be as set forth in Section 5.5.4 hereof.

(b) Disclosure of Applicant's Response. Provided that CytomX has agreed to comply with the confidentiality provisions in Section 351(l)(1)(B)(iii) of the PHSA and to the extent permitted by Applicable Laws, ImmunoGen shall provide to CytomX the portion of the Applicant Response (as defined below) pertaining to the Licensed Patent Rights no later than ten (10) days from the date of receipt by ImmunoGen of a response from the Applicant with regard to any patent within the Licensed Patent Rights included on the Proposed Patent List, including any response required by the BPCIA (the "**Applicant Response**").

(c) Preparation of ImmunoGen Response. Not later than thirty (30) days from the date of receipt by ImmunoGen of the Applicant Response, ImmunoGen, with cooperation and assistance from CytomX, shall prepare and provide CytomX with a proposed response with respect to the Licensed Patent Rights (the "**ImmunoGen Response**") that (i) describes on a claim-by-claim basis, how each patent within the Licensed Patent Rights on the Proposed Patent List would be infringed by the commercial marketing of the Proposed Biosimilar Product, and (ii) responds to Applicant's claims, if any, that the patents within the Licensed Patent Rights on the Proposed Patent List are invalid or unenforceable. The ImmunoGen Response shall include only the foregoing and shall not be construed to include any proposed response to the Applicant relating to any patents other than the Licensed Patent Rights; further, any actual response to the Applicant under the BPCIA and all decisions relating to subsequent procedures under the BPCIA with regard to any patent other than those included within the Licensed Patent Rights shall be within the sole discretion of ImmunoGen. As soon as practicable following the date of receipt by CytomX of the proposed ImmunoGen Response, the Parties shall discuss in good faith the statements in the proposed ImmunoGen Response and ImmunoGen shall consider in good faith CytomX's proposals for changes to the ImmunoGen Response. Not later than the end of the period specified by Applicable Laws, ImmunoGen shall provide

the Applicant with a copy of the ImmunoGen Response; provided, however, that ImmunoGen shall incorporate certain CytomX requests in accordance with Section 5.5.3(d) hereof.

(d) Inclusion of Licensed Patent Rights or Responsive Information. Provided that ImmunoGen is legally able under Applicable Law to provide CytomX with a copy of the Biosimilar Application (and related manufacturing agreement) and CytomX has provided notice to ImmunoGen and Applicant confirming its agreement to be subject to the confidentiality provisions of Section 351(l)(1)(B)(iii) of the PHSA, if CytomX requests in writing to either (i) include a patent in the Proposed Patent List that was not included in ImmunoGen's initial Proposed Patent List provided to CytomX by ImmunoGen pursuant to Section 5.5.3(a) hereof or (ii) include responsive information with respect to any patent within the Licensed Patent Rights in the ImmunoGen Response that was not included in ImmunoGen's initial ImmunoGen Response provided to CytomX pursuant to Section5.5.3(c) hereof, then, absent manifest error, ImmunoGen shall include such patent in the Proposed Patent List and such responsive information in the ImmunoGen Response provided to Applicant, as applicable; provided, however, that CytomX shall indemnify ImmunoGen in accordance with Section 9.2 hereof to the extent any submissions requested by CytomX are determined to have been made negligently or in bad faith.

(e) Negotiation; CytomX Rights. As soon as possible following the date on which ImmunoGen provides the ImmunoGen Response to the Applicant, ImmunoGen shall commence good faith negotiations with Applicant for a period of not more than fifteen (15) days (the "**Negotiation Period**") in an effort to reach agreement on the patents on the Proposed Patent List (the "**Infringed Patent List**") that will be the subject to an Immediate Patent Infringement Action; provided, however, that if the Proposed Patent List includes both patents within the Licensed Patent Rights and patents that are not within the Licensed Patent Rights, then ImmunoGen shall not agree to the inclusion in the Infringed Patent List of any patents within the Licensed Patent Rights without the prior written consent of CytomX, which consent shall not be unreasonably withheld, conditioned or delayed. If ImmunoGen and Applicant fail to reach agreement under Section 351(l)(4)(A) of the PHSA on the Infringed Patent List, ImmunoGen shall have the sole right to determine under Section 351(l)(5)(B) of the PHSA which patents of those on the Proposed Patent List should be the subject of an Immediate Patent Infringement Action; provided, however, that if the Proposed Patent List includes both

patents within the Licensed Patent Rights and patents that are not within the Licensed Patent Rights, then ImmunoGen shall not include in the list of patents to be provided by ImmunoGen to Applicant pursuant to Sections 351(l)(5)(B)(i)(II) of the PHSA any patents within the Licensed Patent Rights without the prior written consent of CytomX, which consent shall not be unreasonably withheld, conditioned or delayed. Within ten (10) days following the exchange of such lists by ImmunoGen and the Applicant, ImmunoGen shall, to the extent legally permissible, provide CytomX with a copy of the portion of the combined Infringed Patent List containing patents within the Licensed Patent Rights that will be the subject of an Immediate Patent Infringement Action.

(f) Supplements to Proposed Patent List. CytomX shall provide ImmunoGen with a copy of any U.S. patent within the Licensed Patent Rights that is issued after ImmunoGen has provided the Proposed Patent List to the Applicant within ten (10) day after such issuance. As soon as practicable following the date of receipt by ImmunoGen of any such patent, CytomX and ImmunoGen shall discuss in good faith whether such patent would be infringed by the manufacture and/or sale of the Proposed Biosimilar Product. ImmunoGen shall provide the Applicant with a supplement to the Proposed Patent List to include such patent not later than thirty (30) days after the issuance of such patent if ImmunoGen reasonably believes that a claim of patent infringement for such patent could be asserted by either CytomX or ImmunoGen or if CytomX, absent manifest error, requests that ImmunoGen supplement the Proposed Patent List to include such patent provided, however, that CytomX shall indemnify ImmunoGen in accordance with Section 9.2 hereof to the extent any supplement submissions requested by CytomX are determined to have been made negligently or in bad faith.

5.5.4. Claims, Suits and Proceedings.

(a) Immediate Patent Infringement Action. With respect to any patents within the Licensed Patent Rights or any Patent Rights claiming ImmunoGen Probody Platform Improvements, Joint Program Technology or Joint Probody Platform Improvements that are to be the subject of an Immediate Patent Infringement Action, the Parties' respective rights and obligations with respect to the litigation of such patents (including rights to initiate, step in, participate in, settle and share amounts recovered pursuant to such Immediate Patent Infringement Action, and obligations to pay legal costs and expenses with respect to such Immediate Patent Infringement Action) shall be as set forth in Section 5.4.2 hereof, except

that the Party having the first right to file a claim for Infringement against the Applicant with respect to any such patent subject to an Immediate Patent Infringement Action shall file such claim within fifteen (15) days after agreement is reached as to the Infringed Patent List under Section 351(l)(4) or the exchange of the lists under Section 351(l)(5)(B) of the PHSA, as applicable.

(b) Pre-Marketing Litigation. Either Party shall, within ten (10) days of receiving any notice of commercial marketing provided by the Applicant pursuant to Section 351(l)(8)(A) of the PHSA (the "**Premarket Notice**"), notify the other Party. Thereafter, the Parties' respective rights and obligations with respect to any litigation pursuant to Section 351(l)(8)(B) of the PHSA (including rights to initiate, step in, participate in, settle and share amounts recovered pursuant to such action, and obligations to pay legal costs and expenses with respect to such action) shall be as set forth in Section 5.4.2 hereof.

(c) Cooperation; Standing. If a Party with the right to initiate legal proceedings under this Section 5.5.4 lacks standing to do so (or lacks the right under the BPCIA to do so) and the other Party has standing (or the sole right under the BPCIA) to initiate such legal proceedings, such Party with standing shall initiate such legal proceedings at the request and expense of the other Party.

5.5.5. Invalidity or Unenforceability Defenses or Actions. In the event that the Applicant asserts, as a defense or as a counterclaim in any infringement action under Section 5.5.4 hereof, that any of the Licensed Patent Rights or any Patent Rights claiming ImmunoGen Probody Platform Improvements, Joint Program Technology or Joint Probody Platform Improvements is invalid or unenforceable, then the Parties' respective rights and obligations with respect to the response to such defense or the defense against such counterclaim, as applicable, (including rights to initiate, step in, participate in, settle and share amounts recovered pursuant to such action, and obligations to pay legal costs and expenses with respect to such action) shall be as set forth in Section 5.4.2 hereof; provided that for these purposes any such defense or counterclaim shall be deemed to be an Infringement. In all other cases, including any declaratory judgment action or similar action or claim filed by an Applicant asserting that any of the Licensed Patent Rights or any Patent Rights claiming ImmunoGen Probody Platform Improvements, Joint Program Technology or Joint Probody Platform Improvements is invalid or unenforceable (as in a declaratory judgment action brought by the Applicant following the Premarket Notice), then the Parties' respective rights and obligations with respect to such action (including rights to

initiate, step in, participate in, settle and share amounts recovered pursuant to such action, and obligations to pay legal costs and expenses with respect to such action) shall be as set forth in Section 5.4.2 hereof; provided that for these purposes any such case shall be deemed to be an Infringement.

5.5.6. Changes in Applicable Law. The Parties have agreed to the provisions of this Section 5.5 on the basis of the BPCIA and other applicable laws and regulations in effect as of the Effective Date. If there are any material changes to the BPCIA or other Applicable Laws that would affect these provisions, the Parties will discuss amendments to this Section 5.5 in good faith.

5.6. **Interference, Opposition, Revocation and Declaratory Judgment Actions**. If the Parties mutually determine that, based upon the review of a Third Party's patent or patent application or other intellectual property rights, it may be desirable in connection with any Licensed Product to provoke or institute an interference, opposition, revocation, post-grant review or other patent office proceedings or declaratory judgment action with respect thereto, then the Parties shall consult with one another and shall reasonably cooperate in connection with such an action. Each Party shall retain all rights to control any actions initiated prior to the Effective Date.

5.7. **Infringement of Third Party Patent Rights**. If the Development, Manufacture, use or Commercialization of any Licensed Product is alleged by a Third Party to infringe a Third Party's patent or other intellectual property rights, the Party becoming aware of such allegation shall promptly notify the other Party. ImmunoGen shall have the right to take such action as it deems appropriate in response to such allegation, and shall be solely responsible for all damages, costs and expenses in connection therewith, subject to Article 9 hereof.

6. CONFIDENTIALITY

6.1. **Confidentiality**. Except to the extent expressly authorized by this Agreement, the Parties agree that, during the Term and for ten (10) years thereafter, each Party, in its capacity as the Receiving Party shall: (a) keep the Disclosing Party's Confidential Information confidential; (b) not disclose, or permit the disclosure of, the Disclosing Party's Confidential Information; and (c) not use, or permit to be used, the Disclosing Party's Confidential Information for any purpose, in each case, except for the performance of its obligations or exercise of its rights under this Agreement, provided, however, that the foregoing obligations shall not apply, or shall cease to apply, to the extent that such Confidential Information (i) was already known by the Receiving Party or its Affiliates (other than under an obligation of confidentiality to the Disclosing Party) at the time of disclosure by the Disclosing Party; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party;

(iii) became generally available to the public or otherwise part of the public domain after its disclosure to the Receiving Party, other than through any act or omission of the Receiving Party or its Affiliates or any of their respective Representatives in breach of its obligations under this Agreement; (iv) was disclosed to the Receiving Party or its Affiliates, other than under an obligation of confidentiality, by a Third Party who had no obligation to the Disclosing Party not to disclose such information to the Receiving Party ; or (v) was independently discovered or developed by or on behalf of the Receiving Party without the use of any Confidential Information of the Disclosing Party.

6.2. **Authorized Disclosure**.

6.2.1. **Disclosure to Party Representatives**. Notwithstanding the foregoing provisions of Section 6.1 hereof, the Receiving Party may disclose Confidential Information belonging to the Disclosing Party to the Receiving Party's Representatives who (a) have a need to know such Confidential Information in connection with the performance of the Receiving Party's obligations or the exercise of the Receiving Party's rights under this Agreement and (b) have agreed in writing to non-disclosure and non-use provisions with respect to such Confidential Information that are at least as restrictive as those set forth in this Article 6.

6.2.2. **Disclosure to Third Parties**.

(a) Notwithstanding the foregoing provisions of Section 6.1 hereof, the Parties may disclose Confidential Information belonging to the other Party:

(i) to Governmental Authorities to the extent reasonably necessary to obtain or maintain INDs or Regulatory Approvals for any Licensed Product and in order to respond to inquiries, requests, investigations, orders or subpoenas of Governmental Authorities relating to this Agreement;

(ii) to outside consultants, contractors, advisory boards, managed care organizations, and non-clinical and clinical investigators, in each case to the extent reasonably necessary to Develop, Manufacture, use or Commercialize any Licensed Product under reasonable obligations of confidentiality;

(iii) subject to Section 5.2 hereof, to the extent reasonably necessary, in connection with filing or prosecuting Patent Rights as permitted by this Agreement;

(iv) to the extent reasonably necessary, in connection with prosecuting or defending litigation as permitted by this Agreement;

(v) regarding the existence of this Agreement, this Agreement itself or the material and financial terms of this Agreement, (A) to its accountants, lawyers, and other advisers, and (B) to actual or potential investors, lenders, licensors, licensees, acquirers, investment bankers, or agents of the foregoing in connection with a financing, licensing transaction, merger, or acquisition, in each case (A)-(B) under confidentiality obligations no less restrictive than those set forth in this Agreement, provided that CytomX shall not disclose the identity of the Licensed Target under clause (B) without the prior written consent of ImmunoGen;

(vi) subject to Section 6.3.2 hereof, in connection with or included in scientific presentations and publications relating to Licensed Products, including abstracts, posters, journal articles and the like, and posting results of and other information about clinical trials to clinicaltrials.gov or PhRMA websites; and

(vii) to the extent necessary in order to enforce its rights under this Agreement.

(b) In the event a Party deems it reasonably necessary to disclose Confidential Information belonging to the other Party pursuant to Section 6.2.2(a)(i) hereof, the Disclosing Party shall to the extent possible give reasonable advance written notice of such disclosure to the other Party and take all reasonable measures to ensure confidential treatment of such information.

(c) Data generated by ImmunoGen using Licensed Products shall not be considered Confidential Information of CytomX, and, therefore, not subject to this Article 6.

6.2.3. **SEC Filings and Other Disclosures**. Notwithstanding any provision of this Agreement to the contrary, either Party may disclose the existence or terms of this Agreement to the extent required, in the reasonable opinion of such Party's legal counsel, to comply with Applicable Law. Notwithstanding the foregoing, before disclosing this Agreement or any of the terms hereof pursuant to this Section 6.2.3, the Parties will consult with one another on the terms of this Agreement to be redacted in making any such disclosure. Further, if a Party discloses this Agreement or any of the terms hereof in accordance with this Section 6.2.3, such Party shall, at its own expense, use Commercially Reasonable

Efforts to seek such confidential treatment of confidential portions of this Agreement and such other terms, as may be reasonably requested by the other Party.

6.3. **Public Announcements; Publications**.

6.3.1. **Announcements**. Except as may be expressly permitted under Section 6.2.3, neither Party will make any public announcement regarding the existence or terms of this Agreement without the prior written approval of the other Party. For the sake of clarity, nothing in this Agreement shall prevent either Party from making any public disclosure relating to this Agreement if the contents of such public disclosure have previously been made public other than through a breach of this Agreement by the issuing Party or its Affiliates. The Parties shall mutually agree to one or more press releases regarding the signing of this Agreement following the Effective Date. The Parties agree that each Party may issue future announcements concerning ImmunoGen's achievement of any significant milestones, including the selection of a clinical candidate, under this Agreement, provided that the content of any such announcement has been mutually agreed upon by the Parties.

6.3.2. **Publications**. The Parties acknowledge that scientific publications and presentations must be strictly monitored to prevent any adverse effect from premature publication or dissemination of results of the activities hereunder. Each Party (in such capacity the "**Publishing Party**") agrees that, except as required by Applicable Laws, it shall not publish or present, or permit to be published or presented, any results of the Development, Manufacture, use or Commercialization of a Licensed Product to the extent such results refer to, derive from or otherwise relate to the Licensed Intellectual Property (the "**Covered Results**"), without the prior review by and approval of the other Party (in such capacity, the "**Non-Disclosing Party**"), which approval shall not be unreasonably withheld; provided that it shall not be deemed unreasonable for ImmunoGen to withhold its consent to any request by CytomX to publish or disseminate Covered Results prior to the publication or dissemination of such Covered Results by ImmunoGen. The Publishing Party shall submit to the Non-Disclosing Party for review and approval any proposed academic, scientific and medical publication or public presentation which contains Covered Results or otherwise contains the Non-Disclosing Party's Confidential Information; provided that the foregoing requirement shall apply to ImmunoGen only to the extent any such proposed publication or presentation would refer to, describe or otherwise disclose Confidential Information of CytomX (including, without limitation, any non-public Licensed Intellectual Property). In addition, each Party shall submit to the other Party for review and approval any proposed publication or public

presentation relating to data generated under the Research Program. In both instances, such review and approval will be conducted for the purposes of preserving the value of the Licensed Intellectual Property and determining whether any portion of the proposed publication or presentation containing the Non-Disclosing Party's Confidential Information should be modified or deleted. Written copies of such proposed publication or presentation required to be submitted hereunder shall be submitted to the Non-Disclosing Party no later than thirty (30) days before submission for publication or presentation (the "**Review Period**"). The Non-Disclosing Party shall provide its comments with respect to such publications and presentations within fifteen (15) days after its receipt of such written copy, and the Publishing Party shall delete any Confidential Information of the Non-Disclosing Party upon request. The Review Period may be extended for an additional sixty (60) days in the event the Non-Disclosing Party can, within fifteen (15) days of receipt of the written copy, demonstrate reasonable need for such extension, including for the preparation and filing of patent applications. The Parties will each comply with standard academic practice regarding authorship of scientific publications and recognition of contribution of other parties in any publication governed by this Section 6.3.2.

6.3.3. **Integration**. As to the subject matter of this Agreement, this Article 6 supersedes any confidential disclosure agreements between the Parties, including, without limitation, the Confidentiality Agreement and the confidentiality provisions of the Research Collaboration Agreement. Any confidential information of a Party disclosed under the Confidentiality Agreement or the Research Collaboration Agreement relating to the subject matter of this Agreement shall be treated as Confidential Information of such Party hereunder, subject to the terms of this Article 6.

7. REPRESENTATIONS AND WARRANTIES.

7.1. **Mutual Representations and Warranties**. Each of CytomX and ImmunoGen hereby represents and warrants to the other that:

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

7.1.2. the execution, delivery and performance of this Agreement by such Party has been duly authorized by all requisite action under the provisions of its charter, bylaws and other organizational documents, and does not require any action or approval by any of its shareholders or other holders of its voting securities or voting interests;

7.1.3. it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

7.1.4. this Agreement has been duly executed and is a legal, valid and Binding Obligation on it, enforceable against it in accordance with its terms; and

7.1.5. the execution, delivery and performance by such Party of this Agreement and its compliance with the terms and provisions hereof does not and will not conflict with or result in a breach of or default under any Binding Obligation existing as of the Effective Date.

7.2. **Representations and Warranties of CytomX**. Except as set forth in a written disclosure letter (the "**Disclosure Letter**") delivered by CytomX to ImmunoGen within fifteen (15) days after the Effective Date (which shall be deemed Confidential Information of CytomX), CytomX hereby represents and warrants to ImmunoGen that as of the Effective Date:

7.2.1. to its Knowledge, (a) the issued and unexpired patents within the Licensed Intellectual Property are valid and enforceable patents and (b) CytomX has received no written notice from a Third Party challenging or threatening to challenge the extent, validity or enforceability of any Licensed Patent Rights;

7.2.2. to its Knowledge, CytomX has received no written notice from a Third Party claiming that the use, practice or application of the Licensed Intellectual Property pursuant to the license granted hereunder to ImmunoGen will infringe the issued patents of any such Third Party (excluding, for clarity, any potential infringement that might arise solely as a result of the combination of any Licensed Intellectual Property with any other technology or intellectual property); and

7.2.3. there is no (a) claim, demand, suit, proceeding, arbitration, inquiry, investigation or other legal action of any nature, civil, criminal, regulatory or otherwise, pending or, to its Knowledge, threatened against CytomX or any of its Affiliates or (b) judgment or settlement against or owed by CytomX or any of its Affiliates, in each case in connection with the Licensed Intellectual Property or relating to the transactions contemplated by this Agreement

For purposes of this Section 7.2, "**Knowledge**" means the actual knowledge (without having conducted, or having any duty to conduct, any specific inquiry) of its Chief Executive Officer, President, any Vice President or other officer who is in charge of a principal business unit or function or who performs a policy-making function, and its Senior Director, Head of Intellectual Property (or person with similar responsibilities).

7.3. **Government Approvals**. Each of CytomX and ImmunoGen shall cooperate with the other Party and use Commercially Reasonable Efforts to make all registrations, filings and applications, to give all notices and to obtain as soon as practicable all governmental or other consents, transfers, approvals, orders, qualifications authorizations, permits and waivers, if any, and to do all other things necessary or desirable for the consummation of the transactions as contemplated hereby.

7.4. **Further Covenants**. In addition to the covenants made elsewhere in this Agreement, CytomX hereby covenants to ImmunoGen that, from the Effective Date until expiration or termination of this Agreement, it will not (a) knowingly take any action that conflicts with the rights under the Licensed Intellectual Property granted to ImmunoGen under this Agreement or (b) knowingly fail to take any action that is reasonably necessary to avoid a conflict with the rights under the Licensed Intellectual Property granted to ImmunoGen under this Agreement.

7.5. **Representation by Legal Counsel**. Each Party hereto represents that it has been represented by legal counsel in connection with this Agreement and acknowledges that it has participated in the drafting hereof. In interpreting and applying the terms and provisions of this Agreement, the Parties agree that no presumption shall exist or be implied against the Party which drafted such terms and provisions.

7.6. **Warranty Disclaimers**.

7.6.1. Except as expressly set forth in Section 7.1 or 7.2 hereof, nothing in this Agreement is or shall be construed as a warranty or representation by CytomX (a) as to the validity or scope of any patent application or patent within the Licensed Patent Rights or (b) that anything made, used, sold or otherwise disposed of under any license granted under this Agreement is or will be free from infringement of patents, copyrights and other rights of Third Parties.

7.6.2. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. TERM AND TERMINATION.

8.1. **Term.** The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall extend, unless this Agreement is terminated earlier in accordance with this Article 8, on a Licensed Product-by-Licensed Product and country-by-country

basis, until such time as the Royalty Term with respect to the sale of such Licensed Product in such country expires. Provided this Agreement has not been terminated prior thereto by CytomX under Section 8.3, 8.4 or 8.5 hereof or by ImmunoGen under Section 8.2 or 8.4 hereof, following the expiration of the Royalty Term applicable to a Licensed Product in a country in accordance with Section 1.134 hereof, ImmunoGen and its Affiliates shall have a fully paid-up, irrevocable, freely transferable and sublicensable license under the relevant Licensed Intellectual Property, to make, have made, use, sell, offer for sale and import such Licensed Products in such country.

8.2. **Voluntary Termination by ImmunoGen**. ImmunoGen shall have the right to terminate this Agreement at any time prior to the achievement of the first Regulatory Marketing Approval for any Licensed Product in any country or other jurisdiction in the Territory, upon not less than ninety (90) days' prior written notice to CytomX.

8.3. **Termination by Either Party for Cause**. Either Party may terminate this Agreement in its entirety at any time during the Term by giving written notice to the other Party if the other Party commits a material breach of its obligations under this Agreement (a "**Material Breach**"), such notice to describe such Material Breach in reasonable detail, and such Material Breach remains uncured for ninety (90) days, measured from the date written notice of such breach is given to the breaching Party; provided, however, that if the nature of the asserted breach is such that more than ninety (90) days are reasonably required to cure, then the cure period shall be extended for a period not to exceed an additional sixty (60) days so long as the Party seeking to cure the asserted breach is diligently pursuing such cure to completion.

8.4. **Termination on Insolvency**. This Agreement may be terminated upon written notice by either Party at any time in the event of an Insolvency Event of the other Party.

8.5. **Termination for Material Breach of the Research Collaboration Agreement by ImmunoGen**. CytomX shall have the right to terminate this Agreement, effective upon thirty (30) days' prior written notice to ImmunoGen, in the event CytomX has terminated the Research Collaboration Agreement due to the occurrence of a Material Breach (as defined in the Research Collaboration Agreement) thereunder by ImmunoGen which remains uncured as of the termination date of the Research Collaboration Agreement.

8.6. **Effects of Expiration or Termination**.

8.6.1. **Effect of Termination by CytomX under Section 8.3, 8.4 or 8.5 or by ImmunoGen under Section 8.2**. If CytomX terminates this Agreement pursuant to Section 8.3, 8.4 or 8.5 hereof, or ImmunoGen terminates this Agreement pursuant to Section 8.2 hereof, then:

(a) the license granted by CytomX to ImmunoGen and its Affiliates under Section 3.1.1 hereof shall immediately terminate, and ImmunoGen and its Affiliates shall discontinue the use of any Licensed Intellectual Property except, with respect to the Licensed Patent Rights, as otherwise permitted under 35 U.S.C. § 271(e)(1) with respect to activities performed in the United States;

(b) ImmunoGen and its Affiliates and Sublicensees shall cease any Development and Commercialization of Licensed Products in the Territory, subject to Section 8.6.3 hereof; and

(c) each Party shall promptly return or destroy all of the other Party's Confidential Information, provided that each Party may retain, subject to Article 6 hereof, (i) one (1) copy of the other Party's Confidential Information in its archives solely for the purpose of establishing the contents thereof and ensuring compliance with its obligations hereunder, (ii) any Confidential Information of the other Party contained in its laboratory notebooks or databases, and (iii) any Confidential Information of the other Party to the extent reasonably required to exercise its rights and perform its obligations under any other then-outstanding License Agreement.

8.6.2. **Effect of Termination by ImmunoGen under Section 8.3 or 8.4**. If ImmunoGen terminates this Agreement pursuant to Section 8.3 or 8.4 hereof, then

(a) the license granted to ImmunoGen by CytomX pursuant to Section 3.1.1 hereof shall continue on the terms set forth herein, subject to ImmunoGen's continued payment of all milestone and royalty payments in accordance with this Agreement, and on a country-by-country and Licensed Product-by-Licensed Product basis, upon the expiration of the Royalty Term applicable to a Licensed Product in country in accordance with Section 1.134 hereof and provided ImmunoGen shall have paid to CytomX all royalty amounts due to CytomX with respect to Net Sales in such country, ImmunoGen and its Affiliates shall thereafter have a fully paid-up, irrevocable, freely transferable ad sublicensable license under the relevant Licensed Intellectual Property, to make, have made, use, sell, offer for sale and import such Licensed Product in such country;

(b) CytomX shall remain entitled to receive payments that accrued before the effective date of such termination; and

(c) each Party shall promptly return or destroy all of the other Party's Confidential Information, provided that each Party may retain, subject to

Article 6 hereof, (i) one (1) copy of the other Party's Confidential Information in its archives solely for the purpose of establishing the contents thereof and ensuring compliance with its obligations hereunder, (ii) any Confidential Information of the other Party contained in its laboratory notebooks or databases and (iii) any Confidential Information of the other Party to the extent reasonably required to exercise its rights and perform its obligations under any then-outstanding License Agreement. The foregoing notwithstanding, and subject to Article 6 hereof, ImmunoGen may retain and use CytomX's Confidential Information with respect to the exercise of its rights set forth in clause (a) above or necessary or useful to exercise any other of its rights under this Agreement that survive such termination.

8.6.3. **Treatment of Sublicensees on Termination**. Notwithstanding the foregoing, CytomX shall permit a Sublicensee of ImmunoGen to become its direct Sublicensee upon notification to CytomX.

8.6.4. **Satisfaction of Obligations During Notice Period**. During the period from providing a notice of termination through the termination of the Agreement, the Parties shall continue to perform their obligations under this Agreement.

8.6.5. **Pending Dispute Resolution**. If a Party gives notice of termination and the other Party disputes whether such notice was proper, then the issue of whether this Agreement has been terminated shall be resolved in accordance with Section 10.9 or 10.10 hereof, as applicable, and this Agreement shall remain in effect pending the resolution of such dispute. If as a result of such dispute resolution process it is determined that the notice of termination was proper, then such termination shall be effective immediately. If as a result of such dispute resolution process it is determined that the notice of termination was improper, then no termination shall have occurred and this Agreement shall remain in effect. Anything contained in this Agreement to the contrary notwithstanding, if the asserted breach is cured or shown to be non-existent within the applicable cure period, the first notice of breach hereunder shall be deemed automatically withdrawn and of no effect.

8.7. **Disposition of Inventories of Products**. Following termination of this Agreement by CytomX pursuant to Section 8.3 or 8.4, ImmunoGen and its Affiliates and Sublicensees shall have the right to continue to sell their existing inventories of Licensed Product(s) that have received Regulatory Marketing Approval prior to such termination for a period not to exceed six (6) month**s** after the effective date of such termination or expiration and ImmunoGen shall pay any milestones and royalties payable in connection with such sales in accordance with Article 4 hereof.

8.8. **Remedies**. Except in the case of either Party's breach of Section 2.6 or Article 6 hereof, the rights of the non-breaching Party set forth in Section 8.6 hereof shall be the exclusive legal remedy to a Party arising from a Material Breach; provided, however, that (a) in addition to the foregoing legal remedy, the Parties may seek any and all equitable remedies, including, without limitation, declarative and injunctive relief and specific performance in accordance with applicable law, and (b) nothing in this Section shall limit the Parties' respective rights and obligations with respect to (i) Unauthorized Use of the other Party's Confidential Information or Proprietary Materials, (ii) unauthorized disclosure of the other Party's Confidential Information or (iii) indemnification as set forth in Article 9 hereof.

8.9. **Survival of Certain Obligations**. Expiration or termination of this Agreement shall not relieve the Parties of any obligation that accrued before such expiration or termination. The following provisions shall survive expiration or termination of this Agreement: Sections 2.5.2, 2.5.3, 2.5.4, 2.6 and 3.3, Articles 4, 5 and 6, Sections 7.6, 8.1, 8.6, 8.7 (for the period set forth therein), 8.8 and 8.9, and Articles 9 and 10. For avoidance of doubt, any other Section that explicitly states it survives expiration or termination of this Agreement shall so survive.

9. LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE.

9.1. **No Consequential Damages**. Except with respect to liability arising from a breach of Article 6 hereof, in no event will either Party, its Affiliates or any of its or its Affiliates' respective Representatives be liable under this Agreement for any special, indirect, incidental, consequential or punitive or exemplary damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, (a) including loss of profits or revenue suffered by either Party or any of its respective Affiliates or Representatives or (b) cost of procurement of substitute goods, technology or services, even if either Party is informed in advance of the possibility of such damages and even if the remedies provided for in this Agreement fail of their essential purpose. For purposes of clarity, a Party's monetary liability under a Third Party Claim for such Third Party's special, indirect, incidental or consequential damages or for any punitive or exemplary damages payable in connection with such Third Party Claim, shall be deemed to be the direct damages of such Party for purposes of this Article 9.

9.2. **Indemnification by CytomX**. CytomX will indemnify, defend and hold harmless ImmunoGen, its Affiliates and each of its and their respective employees, officers, directors and agents (each, a "**ImmunoGen Indemnified Party**") from and against any and all liability, loss, damage, expense (including reasonable attorneys' fees and expenses) and cost (collectively, a "**Liability**") as a direct result of any Third Party claims, suits, actions, demands or judgments, including, without limitation, personal injury and product liability matters (collectively, "**Third Party Claims**") arising out of a Material Breach of

this Agreement by CytomX, except, in each case, to the extent any such Third Party Claim or Liability results from a Material Breach of this Agreement by ImmunoGen, the Development, Manufacture, Commercialization or use (including, without limitation, the production, manufacture, promotion, import, sale or use by any Person) of any Licensed Product by, on behalf of, or under the authority of, ImmunoGen or any of its Affiliates, Sublicensees, subcontractors, distributors or agents (other than an CytomX Indemnified Party), or the negligence, recklessness or intentional acts of ImmunoGen or any of its Affiliates, Sublicensees, subcontractors, distributors or agents; provided that with respect to any Third Party Claim for which ImmunoGen also has an obligation to indemnify any CytomX Indemnified Party pursuant to Section 9.3 hereof, CytomX shall indemnify each ImmunoGen Indemnified Party for its Liability to the extent of CytomX's responsibility, relative to ImmunoGen (or to Persons for whom ImmunoGen is legally responsible), for the facts underlying the Third Party Claim.

9.3. **Indemnification by ImmunoGen**. ImmunoGen will indemnify, defend and hold harmless CytomX, its Affiliates, contractors, distributors and each of its and their respective employees, officers, directors and agents (each, a "CytomX Indemnified Party") from and against any and all Liabilities as a direct result of any Third Party Claims arising out of:

(a) the Development, Manufacture, Commercialization or use (including, without limitation, the production, manufacture, promotion, import, sale or use by any Person) of any Licensed Product by, on behalf of, or under the authority of, ImmunoGen or any of its Affiliates, Sublicensees, subcontractors, distributors or agents (other than by any CytomX Indemnified Party); or

(b) a Material Breach of this Agreement by ImmunoGen;

except to the extent any such Third Party Claim or Liability results from a Material Breach of this Agreement by CytomX or the negligence, recklessness or intentional acts of CytomX or any CytomX Indemnified Party; provided that with respect to any Third Party Claim for which CytomX also has an obligation to indemnify any ImmunoGen Indemnified Party pursuant to Section 9.2 hereof, ImmunoGen shall indemnify each CytomX Indemnified Party for its Liability to the extent of ImmunoGen's responsibility, relative to CytomX (or to Persons for whom CytomX is legally responsible), for the facts underlying the Third Party Claim.

9.4. **Procedure**.

9.4.1. **Notice**. Each Party will notify the other Party in writing in the event it becomes aware of a claim for which indemnification may be sought hereunder. In the event that any Third Party asserts a claim or other proceeding (including any governmental investigation) with respect to any matter for which a Party (the

"**Indemnified Party**") is entitled to indemnification hereunder, then the Indemnified Party shall promptly notify the Party obligated to indemnify the Indemnified Party (the "**Indemnifying Party**") thereof; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then only to the extent that) the Indemnifying Party is prejudiced thereby.

9.4.2. **Control**. The Indemnifying Party shall have the right, at its sole cost and expense, exercisable by notice to the Indemnified Party within ten (10) Business Days after receipt of notice from the Indemnified Party of the commencement of or assertion of any Third Party Claim, to assume direction and control of the defense, litigation, settlement, appeal or other disposition of the Third Party Claim (including the right to settle the claim solely for monetary consideration) with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party. The Indemnified Party shall cooperate, and shall cause its Affiliates and agents to cooperate upon request of the Indemnifying Party, in the defense or prosecution of the Third Party Claim, including by furnishing such records, information and testimony and attending such conferences, discovery proceedings, hearings, trials or appeals as may reasonably be requested by the Indemnifying Party. The Indemnified Party shall have the right to join in (including the right to conduct discovery, interview and examine witnesses and participate in all settlement conferences), but not control, at its own expense, the defense of any Third Party Claim that the other Party is defending as provided in this Agreement.

9.4.3. **Settlement**. Neither the Indemnifying Party nor the Indemnified Party shall enter into any compromise or settlement of a Third Party Claim for which the right to indemnification hereunder has been asserted without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided that the Indemnifying Party may, without the Indemnified Party's prior written consent, agree or consent to any settlement or other resolution of such Third Party Claim which requires solely money damages paid by the Indemnifying Party, and which includes as an unconditional term thereof the giving by such claimant or plaintiff to the Indemnified Party of a release from all liability in respect of such Third Party Claim. Each of the Indemnifying Party and the Indemnified Party shall not make any admission of liability in respect of any Third Party Claim without the prior written consent of the other Party, and the Indemnified Party shall use reasonable efforts to mitigate Liabilities arising from such Third Party Claim.

9.5. **Insurance**. Each Party shall obtain and maintain, during the Term, commercial general liability insurance, including products liability insurance, with reputable and

financially secure insurance carriers (or pursuant to a program of self-insurance reasonably satisfactory to the other Party) to cover its indemnification obligations under Section 9.2 or 9.3 hereof with respect to bodily injury (including death) and damage to property, as applicable, in each case with limits of not less than $3,000,000 per occurrence and in the aggregate. Insurance (other than permitted self-insurance) shall be procured with carriers having an A.M. Best Rating of A-VII or better. Any indemnification payment hereunder shall be made net of any insurance proceeds which the Indemnified Party is entitled to recover; provided, however, that if, following the payment to the Indemnified Party of any amount under this Article 9, such Indemnified Party becomes entitled to recover any insurance proceeds in respect of the claim for which such indemnification payment was made, the Indemnified Party shall promptly pay an amount equal to the amount of such proceeds (but not exceeding the amount of such indemnification payment) to the Indemnifying Party.

10. MISCELLANEOUS.

10.1. **Assignment**. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that such consent shall not be required in connection with any assignment of this Agreement to an Affiliate of the assigned Party, or to a Third Party in connection with the transfer or sale of the business to which this Agreement relates, or to any successor Person resulting from any merger or consolidation of such Party with or into such Person, provided that the assignee shall have agreed in writing to assume all of the assignor's obligations hereunder, and provided, further, that the other Party shall be notified promptly after such assignment has been effected. This Agreement shall be binding upon the successors and permitted assigns of the Parties and the name of a Party appearing herein shall be deemed to include the names of such Party's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement. Any purported assignment not in accordance with this Section 10.1 shall be null and void.

10.2. **Further Actions**. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of the Agreement.

10.3. **Force Majeure**. Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by *force majeure* (defined below) and the nonperforming Party promptly provides notice of the prevention to the other Party. Such excuse shall be continued so long as the condition constituting *force majeure* continues and the nonperforming Party takes Commercially Reasonable Efforts to resume performance. For purposes of this Agreement, "*force majeure*" shall include conditions beyond the control of the Parties, including an act of God, voluntary or involuntary compliance with any Applicable Law or order of any

government, war, act of terror, civil commotion, labor strike or lock-out, epidemic, failure or default of public utilities or common carriers, or destruction of production facilities or materials by fire, earthquake, storm or like catastrophe; provided that financial inability to pay in and of itself shall not be considered to be a *force majeure* event.

10.4. **Notices**. Any notice or notification required or permitted to be provided pursuant to the terms and conditions of this Agreement (including any notice of *force majeure*, breach, termination, change of address, etc.) shall be in writing and shall be deemed given upon receipt if delivered personally or by facsimile transmission (receipt verified), five (5) Business Days after deposited in the mail if mailed by certified mail (return receipt requested) postage prepaid, or on the next Business Day if sent by overnight delivery using a nationally recognized express courier service and specifying next Business Day delivery (receipt verified), to the Parties at the following addresses or facsimile numbers (or at such other address or facsimile number for a Party as shall be specified by like notice, provided, however, that notices of a change of address shall be effective only upon receipt thereof):

All correspondence to ImmunoGen shall be addressed as follows:

ImmunoGen, Inc.
830 Winter Street
Waltham, MA 02451
Attn: Vice President, Business Development

Fax: [***]

All correspondence to CytomX shall be addressed as follows:

CytomX Therapeutics, Inc.
343 Oyster Point Blvd., Suite 100
South San Francisco, CA 94080-7014
Attn: CEO

Fax: 1-650-351-0353

To help expedite the other Party's awareness and response, copies of notices may be provided to the other Party by email but must be supplemented by one of the following methods: (a) personal delivery, (b) first class certified mail with return receipt requested, or (c) next-day delivery by major international courier, with confirmation of delivery. Electronic copies may be sent via email to [***] at CytomX and to [***] at ImmunoGen so long as such individuals remain employed by CytomX or ImmunoGen, respectively.

10.5. **Amendment**. No amendment, modification or supplement of any provision of this Agreement shall be valid or effective unless made in writing and signed by a duly authorized officer of the Party to be bound.

10.6. **Waiver**. No provision of this Agreement shall be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving Party. The waiver by either of the Parties of any breach of any provision hereof by the other Party shall not be construed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself.

10.7. **Severability**. If any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Agreement, as it is the intent of the Parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed substituted therefor such provision as will most nearly carry out the intent of the Parties as expressed in this Agreement to the fullest extent permitted by Applicable Law.

10.8. **Descriptive Headings**. The descriptive headings of this Agreement are for convenience only and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

10.9. **Dispute Resolution**. The Parties recognize that a *bona fide* dispute as to certain matters may arise from time to time during the Term relating to either Party's rights or obligations hereunder or otherwise relating to the validity, enforceability or performance of this Agreement, including disputes relating to alleged breach or termination of this Agreement but excluding any disputes relating to Article 6 hereof or disputes relating to the determination of the validity, scope, infringement, enforceability, inventorship or ownership of the Parties' respective Patent Rights (hereinafter, a "**Dispute**"). In the event of the occurrence of any Dispute, the Parties shall follow the following procedures in an attempt to resolve the dispute or disagreement:

10.9.1. The Party claiming that such a Dispute exists shall give notice in writing (a "**Notice of Dispute**") to the other Party of the nature of the Dispute.

10.9.2. Within fourteen (14) days of receipt of a Notice of Dispute, the ImmunoGen Alliance Manager and the CytomX Alliance Manager shall meet in person or by teleconference and exchange written summaries reflecting, in reasonable detail, the nature and extent of the Dispute, and at this meeting they shall use their reasonable endeavors to resolve the Dispute.

10.9.3. If the Alliance Managers are unable to resolve the Dispute during the meeting described in Section 10.9.2 hereof or if for any reason such meeting does not take place within the period specified in Section 10.9.2 hereof, then the Dispute will be referred to the JDC which shall meet no later than forty-five (45) days following the initial receipt of the Notice of Dispute and use reasonable endeavors to resolve the Dispute.

10.9.4. If the JDC is unable to resolve the Dispute during the meeting described in Section 10.9.3 hereof or if for any reason such meeting does not take place within the period specified in Section 10.9.3 hereof, then the Chief Executive Officer of ImmunoGen and the Chief Executive Officer of CytomX shall meet at a mutually agreed-upon time and location for the purpose of resolving such Dispute.

10.9.5. If, within ninety (90) days of initial receipt of the Notice of Dispute, the Dispute has not been resolved, or if, for any reason, the meeting described in Section 10.9.4 hereof has not been held within ninety (90) days of initial receipt of the Notice of Dispute, then the Parties agree that such Dispute shall be finally resolved through binding arbitration to be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, as specifically modified by the provisions of this Section 10.9.5.

(a) Arbitration Panel. The arbitration shall be conducted by a panel of three (3) arbitrators. Within thirty (30) days after the initiation of the arbitration, each Party will nominate one person to act as arbitrator, and the two arbitrators so named will then jointly appoint the third arbitrator within thirty (30) days of their appointment, who will serve as chairman of the panel. All three (3) arbitrators must be independent Third Parties having at least ten (10) years of dispute resolution experience (which may include judicial experience) and/or legal or business experience in the biotech or pharmaceutical industry. If either Party fails to nominate its arbitrator, or if the arbitrators selected by the Parties cannot agree on a person to be named as chairman within such thirty (30) day period, JAMS will make the necessary appointments for such arbitrator(s) or the chairman. Once appointed by a Party, such Party shall have no *ex parte* communication with its appointed arbitrator.

(b) Location and Proceedings. The place of arbitration will be in the Borough of Manhattan, City of New York, NY or such other venue as the Parties may mutually agree. The arbitration proceedings and all communications with respect thereto shall be in English. Any written evidence originally in another language will be submitted in English

translation accompanied by the original or a true copy thereof. The arbitrators have the power to decide all matters in Dispute, including any questions of whether or not such matters are subject to arbitration hereunder. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1 *et seq*., and judgment upon the award rendered by the arbitrators may be entered in any court having competent jurisdiction thereof.

(c) Limitation on Awards. Except for breaches of Article 6 hereof, the arbitrators shall have no authority to award any special, indirect, incidental, consequential, punitive, exemplary or other similar damages. Each Party shall bear its own costs and expenses (including attorneys' fees and expert or consulting fees) incurred in connection with the arbitration. The Parties shall equally (50/50) share the arbitrators' fees and other administrative costs and expenses associated with the arbitration.

(d) Confidentiality. The existence, content and results of any arbitration proceedings pursuant to this Section 10.9.5 shall be deemed the Confidential Information of both Parties.

10.9.6. Notwithstanding any provision of this Agreement to the contrary, either Party may immediately initiate litigation in any court of competent jurisdiction seeking any remedy at law or in equity, including the issuance of a preliminary, temporary or permanent injunction, to preserve or enforce its rights under this Agreement.

10.10. **Patent Disputes and Disputes Relating to Article 6**.

10.10.1. Inventorship. Any dispute, controversy or claim between the Parties involving the inventorship of any Program Technology that is not resolved by mutual agreement of the Party's respective chief patent counsels (or persons with similar responsibilities) within thirty (30) days after the date the dispute is raised by one or both of the Parties shall be submitted to an Independent Patent Counsel for resolution. Such Independent Patent Counsel's determination of inventorship, absent manifest error, shall be final and binding on the Parties; provided, however, that any such determination with respect to a patent application shall not preclude either Party from disputing inventorship with respect to any patents issuing from such patent application, which disputes shall be resolved in accordance with this Section. The Parties shall equally (50/50) share the Independent Patent Counsel fees and expenses related to his determination of inventorship.

10.10.2. Other Patent Disputes. Any dispute, controversy or claim between the Parties that involves the validity, scope, infringement, enforceability or ownership of the Parties' respective Patent Rights (a) that are pending or issued in the United States shall be subject to actions before the United States Patent and Trademark Office and/or submitted exclusively to the federal court located in the jurisdiction where the Party whose Patent Rights are the subject to such dispute, controversy or claim resides (provided that if such Party does not reside in the United States, venue shall be the jurisdiction where such Party's principal U.S. Affiliate resides) and (b) that are pending or issued in any other country (or region) shall be brought before an appropriate regulatory or administrative body or court in that country (or region), and the Parties hereby consent to jurisdiction and venue in such courts and bodies.

10.10.3. Disputes Relating to Article 6. Any dispute, controversy or claim between the Parties that relates to the enforcement of Article 6 hereof shall be subject to action in any court of competent jurisdiction.

10.11. **Governing Law**. This Agreement, and all claims arising under or in connection therewith, shall be governed by and interpreted in accordance with the substantive laws of the State of New York, without regard to conflict of law principles thereof.

10.12. **Entire Agreement**. This Agreement, including its Exhibits and Schedules, constitutes and contains the complete, final and exclusive understanding and agreement of the Parties and cancels and supersedes any and all prior negotiations, correspondence, understandings and agreements, whether oral or written, between the Parties respecting the subject matter hereof and thereof, including the Confidentiality Agreement.

10.13. **Purpose and Scope**. The Parties understand and agree that this Agreement is limited to the activities, rights and obligations as expressly set forth herein. Nothing herein contained shall be deemed to create an employment, agency, joint venture or partnership relationship between the Parties hereto or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.

10.14. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be an original and both of which shall constitute together the same document. Counterparts may be signed and delivered by facsimile or PDF file, each of which shall be binding when received by the applicable Party.

10.15. **No Third Party Rights or Obligations**. Except as set forth in Article 9 hereof, no provision of this Agreement shall be deemed or construed in any way to result in the

creation of any rights or obligation in any Person not a Party to this Agreement. However, either Party may decide, in its sole discretion, to use one or more of its Affiliates to perform its obligations and duties hereunder, provided that such Party shall remain liable hereunder for the performance by any such Affiliates of any such obligations.

10.16. **Interpretation**. The Parties hereto acknowledge and agree that: (a) each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to each Party hereto and not in a favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement. In addition, unless the context otherwise requires, wherever used in this Agreement: (i) the singular shall include the plural, the plural the singular; (ii) the use of any gender shall be applicable to all genders; (iii) the word "or" is used in the inclusive sense (and/or); (iv) the words "include" or "including" shall be construed as incorporating, also, "but not limited to" or "without limitation" (irrespective of whether the words are used in the applicable instance); (v) the words "hereof," "herein," "hereby" and derivative or similar words refer to this Agreement as a whole and not to any particular provision of this Agreement; and (vi) all references to "will" are interchangeable with the word "shall" and shall be understood to be imperative or mandatory in nature.

[The remainder of this page has been intentionally left blank. The signature page follows.]

IN WITNESS WHEREOF, duly authorized representatives of the Parties have duly executed this Agreement to be effective as of the Effective Date.

IMMUNOGEN, INC.	CYTOMX THERAPEUTICS, INC.
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

EXHIBIT A

Licensed Target

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

EXHIBIT B

Royalty Rate Reduction Methodology

Step 1 – Calculate the Weighted Average Royalty Rate (WARR) for the Calendar Quarter

- This is the weighted average rate calculated based on the worldwide Net Sales of the Licensed Product for a Calendar Quarter, based upon the rates detailed in Section 4.2 of this Agreement and assuming that there are not any countries where the royalty rate is to be reduced per Section 4.2.3(b)(i) or 4.2.3(c) of this Agreement. (M = Million)
- For instance, if the worldwide Net Sales for Calendar Quarter 1 of 2020 is $1,000M, then the WARR for that period is ($500M*[***]% + $500M*[***]%) / $1,000M = [***]%
- WARR is the basis for the royalty reduction; it is not the effective royalty rate for a certain country or for the Licensed Product on a worldwide basis.

Step 2 – Determine the reduced royalty due to CytomX for those countries in the world for which a reduced royalty rate is to be applied per Section 4.2.3(b)(i) or 4.2.3(c) of this Agreement.

- The reduced royalty rate is the WARR * 50%
- Continuing with the example in Step 1,
- If Country X is the one (and only) country in the world for which a reduced royalty rate is to be applied per Section 4.2.3(b)(i) or 4.2.3(c) of this Agreement, and
- sales in Country X for the Calendar Quarter are $50M (out of the $1,000M of worldwide sales),
- then the reduced royalty due to CytomX for Country X is:

[***]% * 50% * $50M = $[***]

- This calculation should be repeated for each country for which a reduced royalty rate is to be applied per Section 4.2.3(b)(i) or 4.2.3(c) of this Agreement.

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Step 3 – Apply the WARR from Step 1 to Net Sales for the Calendar Quarter in all countries of the world in which the royalty rate is not to be reduced per Section 4.2.3(b)(i) or 4.2.3(c) of this Agreement.

- Continuing with the example in Step 1,
- Net Sales for the Calendar Quarter excluding Country X are $950M (out of the $1,000M of worldwide sales)
- Then the royalties due to CytomX for all countries of the world excluding Country X are:

$500M*[***]% + $450M*[***]% = $[***]

Step 4 – Sum the amounts calculated in Steps 2 and 3 above to arrive at the total royalties due to CytomX for the Calendar Quarter.

- Continuing with the example in Step 1,

$[***] + $[***] = $[***]

SCHEDULE 1.120

List of Cytotoxic Compound Patent Rights

[See Attached]

[***]†

† **Nine pages of text omitted.**

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

EXHIBIT E

Form of Work Plan

[See Attached

[***]†

† **Five pages of text omitted**

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

EXHIBIT F

Representatives to the Joint Research Committee

ImmunoGen Representatives

[***]

CytomX Representatives

[***]

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

SCHEDULE 1.104

List of Cytotoxic Compound Patent Rights

[See Attached]

[***]†

† **Nine pages of text omitted.**

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

FIRST AMENDMENT TO RESEARCH COLLABORATION AGREEMENT

This First Amendment to Research Collaboration Agreement (the **"First Amendment"**) is made effective as of the date of the last signature below by and between **ImmunoGen, Inc.**, a Massachusetts corporation (**"ImmunoGen"**), with its principal place of business being 830 Winter Street, Waltham, Massachusetts 02451, USA, and **CytomX Therapeutics, Inc.**, a Delaware corporation (**"CytomX"**), with its principal place of business being 343 Oyster Point Blvd., Suite 100, South San Francisco, California 94080. ImmunoGen and CytomX are herein sometimes referred to as a **"Party"** and collectively as the **"Parties."**

WHEREAS, ImmunoGen and CytomX are parties to that certain Research Collaboration Agreement dated as of January 8, 2014 (the **"RCA"**); and

WHEREAS, the Parties desire to amend the RCA to provide CytomX with the abilitiy to evaluate a second Replacement Target, as set forth in this First Amendment; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and covenant as follows.

1. Target Replacement Right. Section 2.1.2 of the RCA is amended by adding the following to the end thereof:

> "Anything contained in this Agreement to the contrary notwithstanding, CytomX shall have the right to replace its first Replacement Target with another single Replacement Target, exercisable upon written notice to ImmunoGen and payment to ImmunoGen of a fee in the amount of [***] (the "**Expanded Access Fee**") at any time after CytomX has replaced its initial Research Program Targets with a Replacement Target but on or prior to the Replacement Target Cut-Off Date; provided that CytomX may not replace its first Replacement Target once it has exercised its Option with respect to such first Replacement Target. Any such second Replacement Target for CytomX may not be a Target that is or was previously a Research Program Target of ImmunoGen, and availability of any such second Replacement Target shall be subject to Section 2.1.3 hereof. Payment of the Expanded Access Fee by CytomX to ImmunoGen shall be made in U.S. Dollars without set-off or counterclaim and free and clear of any taxes, duties, levies, fees or charges. The Expansion Fee shall be non-refundable and non-creditable."

2. Miscellaneous. Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the RCA. The RCA remains in full force and effect, as amended by this First Amendment. References in the RCA to "Agreement" mean the RCA as amended by this First Amendment.

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Research Collaboration Agreement to be executed by their duly authorized representatives.

IMMUNOGEN, INC.		**CYTOMX THERAPEUTICS, INC.**	
By:	/s/ Peter Williams	By:	/s/ Sean McCarthy
Name:	Peter Williams	Name:	Sean McCarthy
Title:	Vice President	Title:	CEO
Date:	4/3/15	Date:	4/1/15

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Exhibit 10.18

FOIA CONFIDENTIAL TREATMENT REQUESTED

COLLABORATION AND LICENSE AGREEMENT

THIS COLLABORATION AND LICENSE AGREEMENT (the "**Agreement**") is made and entered into as of May 23, 2014 (the "**Execution Date**") by and between **CYTOMX THERAPEUTICS, INC.**, a corporation organized under the laws of the State of Delaware, having its principal place of business at 343 Oyster Point Blvd., Suite 100, South San Francisco, CA, 94080-1913 ("**CytomX**"), and **BRISTOL-MYERS SQUIBB COMPANY**, a Delaware corporation headquartered at 345 Park Avenue, New York, New York, USA 10154 ("**BMS**"). CytomX and BMS are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

Whereas, BMS is a biopharmaceutical company engaged in the research, development, manufacture and commercialization of human therapeutic products.

Whereas, CytomX is a biopharmaceutical company that has technology and expertise relating to the discovery and development of recombinant Antibodies directed to certain targets using its proprietary Probody platform technology and drug discovery capabilities.

Whereas, CytomX and BMS desire to collaborate in the performance of a Preclinical Development Program for the purpose of discovery and preclinical development of Compounds suitable for development for human therapeutic uses, with the objective of identifying one or more Compounds for BMS to advance into human clinical trials, in accordance with the terms and conditions set forth in this Agreement.

Whereas, BMS will have exclusive rights and will be solely responsible for the clinical development and commercialization of Products worldwide, in accordance with the terms and conditions set forth in this Agreement.

Now Therefore, in consideration of the foregoing premises and the mutual promises, covenants and conditions contained in this Agreement, the Parties agree as follows.

1. DEFINITIONS

As used in this Agreement, the terms with initial letters capitalized, whether used in the singular or plural form, shall have the meanings set forth in this Article 1 or, if not listed below, the meaning designated in places throughout this Agreement.

1.1 "AAALAC" means the Association for Assessment and Accreditation for Laboratory Animal Care.

1.2 "**Additional Target**" has the meaning set forth in Section 3.3(c).

1.3 "**Additional Target Option**" has the meaning set forth in Section 3.3(c).

1.4 "**Additional Target Payment**" has the meaning set forth in Section 8.2.

1.5 "**Affiliate**" means, with respect to a particular Party, a person, corporation, partnership, or other entity that controls, is controlled by or is under common control with such Party. For the purposes of this definition, the word "control" (including, with correlative meaning, the terms "controlled by" or "under the common control with") means the actual power, either directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity, whether by the ownership of more than fifty percent (50%) of the voting stock of such entity, or by contract or otherwise.

1.6 "**Alliance Manager**" has the meaning set forth in Section 2.4.

1.7 "Antibody" means any antibody or protein comprising at least one complementarity determining region (CDR) portion thereof (including bispecific antibodies, single chain antibodies and domain antibodies) and/or similar binding protein, whether polyclonal, monoclonal, human, humanized, chimeric, murine, synthetic or from any other source.

1.8 "**Applicable Law**" means any applicable federal, state, local or foreign law, statute, ordinance, principle of common law, or any rule, regulation, standard, judgment, order, writ, injunction, decree, arbitration award, agency requirement, license or permit of any Governmental Authority.

1.9 "**Arbitrable Matter**" means any dispute concerning the validity, interpretation or construction of, compliance with, or breach of (other than a breach of Sections 12.1, 12.2, 15.1, 15.2 and 15.3), this Agreement, including any dispute with respect to whether either Party is entitled to terminate this Agreement, in whole or as to any country. For clarity, Arbitrable Matters do not include Litigable Matters.

1.10 "**Bankrupt Party**" has the meaning set forth in Section 17.4(a).

1.11 "**Base Royalty Rate**" has the meaning set forth in Section 8.5(b).

1.12 "Biosimilar Product" means in a particular country with respect to a Product that contains a Compound that is a protein or peptide, any pharmaceutical product that: (a) has received all necessary approvals by the applicable Regulatory Authorities in such country to market and sell such product as a pharmaceutical product; (b) is marketed or sold by a Third Party that has not obtained the rights to market or sell such product as a licensee, sublicensee or distributor of BMS or any of its Affiliates, licensees or sublicensees with respect to such product; and (c) is approved as a (i) "biosimilar" (in the United States) of such Product, (ii) as a "similar biological medicinal product" (in the EU) with respect to which such Product is the "reference medicinal product" or (iii) if not the US or EU, as the foreign equivalent of a "biosimilar" or "similar biological medicinal product" of such Product; in each case for use in such country pursuant to an expedited regulatory approval process governing approval of generic biologics based on the then-current standards for regulatory approval in such country (*e.g.*, the Biologics Price Competition and Innovation Act of 2009 or an equivalent under foreign law) and where such regulatory approval was based in significant part upon clinical data generated by BMS (or its Affiliate or sublicensee) with respect to such Product.

1.13 "BLA" means a Biological License Application (as defined by the FDA) or its foreign equivalent (or any successor application having substantially the same function).

1.14 "**BLA Filing**" means the acceptance by the FDA (or MHLW, as applicable) of the filing of a BLA for the applicable Product in the U.S. or Japan.

1.15 "**BMS Claims**" has the meaning set forth in Section 15.1.

1.16 "**BMS Damages**" has the meaning set forth in Section 15.1.

1.17 "**BMS Indemnitees**" has the meaning set forth in Section 15.1.

1.18 "**BMS Patent**" means any Patent that claims a Sole Invention owned by BMS.

1.19 "**Budget**" has the meaning set forth in Section 3.3(a).

1.20 "**Business Day**" means a day that is not a Saturday, Sunday or a day on which banking institutions in New York, New York are required by Applicable Law to remain closed.

1.21 "**Calendar Year**" means the one (1) year period beginning on January 1 and ending on December 31.

1.22 "**Change of Control Transaction**" means, with respect to a Party:

(a) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended) (a "Specified Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended) of fifty percent (50%) or more of either (i) the then outstanding shares of common stock of such Party (the "Outstanding Common Stock") or (ii) the combined voting power of the then outstanding voting securities of such Party entitled to vote generally in the election of directors of such Party (the "Outstanding Voting Securities"); *provided*, *however*, that for the purposes of this sub-Section (a), the following acquisitions of securities of such Party shall not constitute a Change of Control Transaction of such Party: (x) any acquisition by such Party, (y) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by such Party or any corporation controlled by such Party or (z) any acquisition by any corporation pursuant to a transaction which complies with clauses (i) and (ii) of subsection (b) of this definition;

(b) the consummation of any acquisition, merger or consolidation involving any Third Party (a "Business Combination Transaction"), unless immediately following such Business Combination Transaction, (i) the individuals and entities who were the beneficial owners, respectively, of the Outstanding Common Stock and Outstanding Voting Securities immediately prior to such Business Combination Transaction beneficially own, directly or indirectly, fifty percent (50%) or more of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation or other entity resulting from such Business Combination Transaction (including a corporation which as a result of such transaction owns the then-outstanding securities of such Party or all or substantially all of such Party's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination Transaction, of the Outstanding Common Stock and Outstanding Voting Securities, as the case may be and (ii) fifty percent (50%) or more of the members of the board of directors of the corporation resulting from such Business Combination Transaction were members of the Board of Directors of such Party at the time of the execution of the initial agreement, or of the action of the Board of Directors of such Party, providing for such Business Combination Transaction; or

(c) a Party or any of its Affiliates sells or transfers to any Specified Person(s) (other than the other Party or its Affiliates) in one or more related transactions properties or assets representing all or substantially all of such Party's business or assets at the time of such sale or transfer.

1.23 "**Claim**" has the meaning set forth in Section 15.3.

1.24 "**Clinical Trial**" means any human clinical trial of a Product.

1.25 "**CMC**" means chemistry, manufacturing and controls with respect to Compounds and/or Products, including the chemistry, manufacturing and controls section of Regulatory Materials for the Product.

1.26 "**Collaboration Target**" means the Initial Collaboration Targets set forth on **Exhibit F** and any Additional Target or Substitute Target that is selected in accordance with Section 3.3 of this Agreement.

1.27 "**Combination Product**" means a product that includes at least one additional active ingredient (whether coformulated or copackaged) which is not a Compound. Pharmaceutical dosage form vehicles, adjuvants, and excipients shall not be deemed to be "active ingredients", except in the case where such vehicle, adjuvant, or excipient is recognized by the FDA as an active ingredient in accordance with 21 CFR 210.3(b)(7).

1.28 "**Commercialize**" or "**Commercialization**" means the marketing, promotion, sale (and offer for sale or contract to sell), distribution, importation or other commercial exploitation (including pricing and reimbursement activities) for a Product in the Territory. Commercialization shall include commercial activities conducted in preparation for Product launch.

1.29 "**Commercialization Wind-Down Period**" has the meaning set forth in Section 13.6(c).

1.30 "**Compound**" means (i) each of the Antibodies and Masks set forth on Schedule 1.30 hereto, (ii) any monospecific Probody discovered by CytomX as of the Effective Date or thereafter during the term of the Agreement (whether or not part of the performance of the Preclinical Development Program), (ii) any monospecific Probody discovered by BMS as part of the performance of the Preclinical Development Program or its exercise of its rights under Section 7.1(d), (iii) any monospecific Probody for which BMS' manufacture, approved use and/or sale thereof would infringe a Valid Claim of the CytomX Patent Rights or Product Specific Patents but for the exclusive license granted to BMS under this Agreement, in each case that (a) selectively binds to a Collaboration Target, and (b) is intended to exert its primary biological effect through binding to such Collaboration Target, and (iv) any bi-specific Probody directed to two Collaboration Targets which meets the criteria of (i), (ii) or (iii) above.

1.31 "**Confidential Information**" means, with respect to a Party, and subject to Section 12.1, all non-public Information of such Party that is disclosed to the other Party under this Agreement, which may include specifications, know-how, trade secrets, technical information, models, business information, inventions, discoveries, methods, procedures, formulae, protocols, techniques, data, and unpublished patent applications, whether disclosed in oral, written, graphic, or electronic form. All Information disclosed by a Party pursuant to the Prior CDA shall be deemed to be the Confidential Information of such Party pursuant to this Agreement (with the mutual understanding and agreement that any use or disclosure thereof that is authorized under Article 12 shall not be restricted by, or be deemed a violation of, such Prior CDA).

1.32 "**Control**" means, with respect to any material, Information, or intellectual property right, that a Party (a) owns such material, Information, or intellectual property right, or (b) has a license or right to use to such material, Information, or intellectual property right, in each case (a) or (b) with the ability to grant to the other Party access, a right to use, or a license, or a sublicense (as applicable) to such material, Information, or intellectual property right on the terms and conditions set forth herein, without violating the terms of any agreement or other arrangement with any Third Party in existence as of the time such Party or its Affiliates would first be required hereunder to grant the other Party such access, right to use or (sub)license.

1.33 "**Cover**", "**Covered**" or "**Covering**" means, with respect to Product (and/or Compound) and a Patent, that, in absence of a (sub)license under, or ownership of, such Patent, the making, using, offering for sale, selling or importing of such Product (and/or Compound) would infringe such Patent as issued or following its issuance.

1.34 "**CytomX Claims**" has the meaning set forth in Section 15.2.

1.35 "**CytomX Damages**" has the meaning set forth in Section 15.2.

1.36 "**CytomX Indemnitees**" has the meaning set forth in Section 15.2.

1.37 "**CytomX Know-How**" means all Information Controlled as of the Effective Date or thereafter during the Term by CytomX and/or its Affiliate(s) that encompass or relate to Probodies, Compounds and/or Products or that is necessary or reasonably useful for the discovery, Development, manufacture, use and/or Commercialization of Compounds and/or Products. CytomX Know-How includes all chemical, structural, manufacturing process, biological, pharmacological, toxicological, clinical, assay and other methods of screening, structure activity relationship information or other information that relates to Probodies, Compounds or Products (including its composition, formulation, or method of use, manufacture, preparation or administration); provided that, CytomX Know-How shall not include: (a) any Tools, (b) any other Information generated after the end of the applicable Research Term that is not necessary or reasonably useful for the Development, manufacture or Commercialization of Compounds or Products. Information generated after the end of the Research Term shall be considered "reasonably useful" only if such Information relates to a Compound alone or incorporated in a Product (but not including formulation technologies). CytomX Know-How shall exclude rights under any CytomX Patent Rights or Product Specific Patents and CytomX's interest in any Joint Patents. Subject to and to the extent as provided in Section 12.6, the use of "Affiliate" in this definition shall exclude any Third Party that becomes an Affiliate due to such Third Party's acquisition of CytomX in a Change of Control Transaction.

1.38 "**CytomX Manufacturing Technology**" means all CytomX Know-How and CytomX Materials that are necessary or reasonably useful for BMS (or its Third Party manufacturer) to manufacture the Compounds and/or Products, including (to the extent applicable and in the possession and Control of CytomX and/or its Affiliate(s)) Information with respect to the production, manufacture, processing, filling, finishing, packaging, inspection, receiving, holding and shipping of Compounds and/or Products, or any raw materials or packaging materials with respect thereto, or any intermediate of any of the foregoing, including process and cost optimization, process qualification and validation, commercial manufacture, stability, in-process and release testing, quality assurance and quality control).

1.39 "**CytomX Materials**" means all tangible materials in the possession and Control of CytomX and/or its Affiliate(s) as of the Effective Date or thereafter during the Research Term that are necessary or reasonably useful for the evaluation, Development and/or manufacture of Compounds and that are provided by CytomX to BMS in accordance with the Preclinical Plan; provided that, CytomX Materials shall not include: (a) any Tools, or (b) any Materials generated after the end of the applicable Research Term that are not necessary for the Development or Commercialization of the Compound or Products. Subject to and to the extent as provided in Section 12.6, the use of "Affiliate" in this definition shall exclude any Third Party that becomes an Affiliate due to such Third Party's acquisition of CytomX in a Change of Control Transaction.

1.40 "**CytomX Patent Rights**" means all Patents that are Controlled as of the Effective Date or thereafter during the Term by CytomX and/or its Affiliate(s) and that Cover any Compound and/or Product (including in each case its composition, formulation, combination, product by process, or method of use, manufacture, preparation or administration) or that would be necessary or reasonably useful for the discovery, Development, manufacture, use and/or Commercialization of Compounds and/or Products in the Field in the Territory including CytomX's interest in Joint Patents; provided that CytomX Patent Rights shall not include: (a) Product Specific Patents, (b) any Tools or (c) any other Patents generated after the end of the applicable Research Term that are not necessary or reasonably useful for the Development, manufacture or Commercialization of the Compound or Products. Patents filed after the end of the Research Term shall be considered "reasonably useful" only if such Patents relate to a Compound alone or as incorporated in a Product (but not including formulation technologies). For clarity, subject to and to the extent as provided in Section 12.6, the use of "Affiliate" in this definition shall exclude any Third Party that becomes an Affiliate due to such Third Party's acquisition of CytomX in a Change of Control Transaction. As of the Execution Date, the CytomX Patent Rights consist of the Patents listed in **Exhibit B**.

1.41 "**CytomX Technology**" means the CytomX Patent Rights, CytomX Know-How and CytomX Materials.

1.42 "**Develop**" or "**Development**" means all activities that relate to (a) obtaining, maintaining or expanding Regulatory Approval of a Product and to supporting appropriate usage for such Product, for one or more indications in the Field. This includes: (i) preclinical/nonclinical research and testing, toxicology, and Clinical Trials; and (ii) preparation, submission, review, and development of data or information and Regulatory Materials for the purpose of submission to a governmental authority to obtain, maintain and/or expand Regulatory Approval of a Product (including contacts with Regulatory Authorities).

1.43 "**Diligent Efforts**" means, with respect to BMS' obligations under this Agreement to Develop or Commercialize a Compound or Product, the carrying out of such obligations or tasks with a level of effort and resources consistent with the commercially reasonable practices devoted by BMS for the research, development, manufacture or commercialization of a pharmaceutical product owned by it (or to which it has exclusive rights) that BMS is actively Developing or Commercializing at a similar stage of development or commercialization, and of similar market potential, and profit potential, based on conditions then prevailing. Such efforts may take into account, without limitation, issues of safety and efficacy, regulatory authority-approved labeling, product profile, the competitiveness of alternative products in the marketplace, pricing/reimbursement for the product in a country relative to other markets, the likely timing of the product's entry into the market, the patent and other proprietary position, the likelihood of regulatory approval and other relevant scientific, technical and commercial factors, *provided* that Diligent Efforts with respect to a Product requires that BMS: (a) set, and seek to achieve, specific objectives for carrying out its Development and Commercialization efforts, and (b) make and implement decisions and allocate appropriate resources for achieving such objectives. "**Diligent Efforts**" means, with respect to CytomX's obligations under this Agreement, the carrying out of such obligations or tasks with a level of effort and resources consistent with the commercially reasonable practices normally devoted by a biotechnology company, subject to and in accordance with the terms and conditions of this Agreement.

1.44 "**Disclosing Party**" has the meaning set forth in Section 12.1.

1.45 "**Dollar**" or "**$**" means the lawful currency of the United States.

1.46 "ECN" or **"Early Candidate Nomination"** means a Compound or Product that has been approved by BMS, in its sole discretion and pursuant to its internal governance procedures, to transition from a lead compound in a research program to exploratory development. For such a transition to be considered, the relevant scientific submissions for such Compound or Product shall generally include: (a) evidence of efficacy in multiple in vivo models; (b) evidence that toxicity is defined and is anticipated to be manageable; (c) typically, dosing the compound in [***] to establish dose limiting toxicity and a preliminary therapeutic index (d) assessment of cardiovascular risk by telemetry study in [***] to determine potential liabilities of the compound (e) the identification of potential biomarkers to assess target engagement, efficacy and toxicity; and (f) acceptable absorption, distribution, metabolism, and excretion ("ADME") and pharmaceutics properties, including projected human dose, proposed route and frequency of administration. Typically, the Compound or Product form shall also be identified and deemed suitable for formulation.

1.47 "Effective Date" has the meaning set forth in Section 17.2.

1.48 "**Execution Date**" means the date specified in the initial paragraph of this Agreement.

1.49 "**EMA**" means the European Medicines Agency and any successor agency thereto.

1.50 "**Europe**" means the countries comprising the European Union as it may be constituted from time to time, together with those additional countries comprising the European Economic Area (as of the Execution Date, Iceland, Liechtenstein and Norway) as it may be constituted from time to time and Switzerland.

1.51 "**EU**" or "**European Union**" means the European Union, as its membership may be constituted from time to time, and any successor thereto, and which, as of the Execution Date, consists of Austria, Belgium, Bulgaria, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom, and that certain portion of Cyprus included in such organization.

1.52 "**Excluded Target**" has the meaning set forth in Section 3.3(d).

1.53 "**Executive Officer**" means, in the case of BMS, any senior executive who reports directly to the Chief Scientific Officer of BMS or his or her designee, and in the case of CytomX, CytomX's Chief Executive Officer.

1.54 "**Existing License Agreements**" means the in-license agreements between CytomX and a Third Party set forth on **Exhibit A**.

1.55 "**Existing Third Party Licensor**" means a Third Party that is a party to an Existing License Agreement.

1.56 "**Expert**" means a mutually acceptable, disinterested, conflict-of-interest-free individual not affiliated with either Party or its Affiliates who, with respect to a dispute concerning a financial, commercial, scientific or regulatory matter possesses appropriate expertise to resolve such dispute. The Expert (or any of the Expert's former employers) shall not be or have been at any time an Affiliate, employee, consultant (during the previous five (5) years), officer or director of either Party or any of its Affiliates.

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

1.58 "**FD&C Act**" or "**Act**" means the United States Federal Food, Drug and Cosmetic Act, as amended.

1.59 "**Field**" means all indications and uses, including all human disease indications and therapeutic uses.

1.60 "**First Commercial Sale**" means, with respect to a Product and country, the first sale to a Third Party of such Product in such country after Regulatory Approval (including any required pricing and reimbursement approvals) has been obtained in such country (or with respect to the EU, in at least 3 of the following countries: France, Germany, Italy, Spain and the United Kingdom).

1.61 "**FTE**" means the equivalent of the work of one appropriately qualified individual working on a full-time basis in performing work in support of the Preclinical Development Program for a twelve (12) month period (consisting of at least a total of one thousand eight hundred forty (1,840) hours per year of dedicated effort). No additional payment shall be made with respect to any person who works more than 1840 hours per year, and any person who devotes less than 1840 hours per year shall be treated as an FTE on a pro-rata basis, based upon the actual number of hours worked by such person on the Preclinical Development Program, divided by 1840. FTE efforts shall not include the work of general corporate or administrative personnel.

1.62 "**FTE Rate**" means the yearly rate at which BMS will fund CytomX FTEs during the Research Term, which rate is specified in Section 3.4(a) for the first five (5) years after the Effective Date, and which rate shall be increased annually thereafter by two percent (2%).

1.63 "**GAAP**" means generally accepted accounting principles in the U.S. consistently applied.

1.64 "**cGMP**" or "**GMP**" means current Good Manufacturing Practices as specified in the United States Code of Federal Regulations, MHLW regulations, ICH Guideline Q7A, or equivalent laws, rules, or regulations of an applicable Regulatory Authority at the time of manufacture.

1.65 "**Governmental Authority**" means any multi-national, federal, state, local, municipal or other government authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, court, tribunal or other entity).

1.66 "**ICH**" means International Conference on Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use.

1.67 "**IND**" means (a) an Investigational New Drug Application as defined in the FD&C Act and applicable regulations promulgated thereunder by the FDA, or (b) the equivalent application to the applicable Regulatory Authority in any other regulatory jurisdiction, the filing of which is necessary to initiate or conduct clinical testing of a pharmaceutical product in humans in such jurisdiction.

1.68 "**IND Filing**" means the acceptance by the FDA of the filing of an IND for the applicable Compound in the U.S.

1.69 "**Indemnified Party**" has the meaning set forth in Section 15.3.

1.70 "**Indemnifying Party**" has the meaning set forth in Section 15.3.

1.71 "Indication" has the meaning set forth in Section 8.3(c).

1.72 "**Information**" means any data, results, and information of any type whatsoever, in any tangible or intangible form, including know-how, trade secrets, practices, techniques, methods, processes, inventions, developments, specifications, formulations, formulae, software, algorithms, marketing reports, expertise, stability, technology, test data including pharmacological, biological, chemical, biochemical, toxicological, and clinical test data, analytical and quality control data, stability data, studies and procedures.

1.73 "**Infringement**" has the meaning set forth in Section 9.5(a).

1.74 "**Infringement Action**" has the meaning set forth in Section 9.5(b).

1.75 "**Initial Collaboration Targets**" has the meaning set forth in Section 3.3(c)(i).

1.76 "**Insolvency Event**" has the meaning set forth in Section 13.5.

1.77 "**Joint Invention**" has the meaning set forth in Section 9.1.

1.78 "**Joint Patent**" means a Patent that claims a Joint Invention.

1.79 "**Joint Research Committee**" or "**JRC**" means the committee formed by the Parties as described in Section 2.1(a).

1.80 "**Litigable Matter**" means any dispute between the Parties concerning the validity, scope, enforceability, inventorship, or ownership of intellectual property rights, or any breach or alleged breach by a Party of any of Sections 12.1, 12.2, 15.1, 15.2 and 15.3 by a Party.

1.81 "**MAA**" or "**Marketing Authorization Application**" means an application for Regulatory Approval for a Product in a country or region of the Territory.

1.82 "**MAA Filing**" means validation by the EMA of the filing of a Marketing Authorization Application for the applicable Product under the centralized EMA filing procedure, as demonstrated by the start of the procedure under the timetable adopted by the Committee for Medicinal Products for Human Use (CHMP). If the centralized EMA filing procedure is not used, MAA Filing will be achieved upon the first filing of an MAA for the applicable Product in any of the Major European Countries.

1.83 "**Major European Countries**" means France, Germany, Italy, Spain and the United Kingdom.

1.84 "**Major Market**" means the United States, the Major European Countries and Japan.

1.85 "Manufacturing Technology Documentation" has the meaning set forth in Section 6.2.

1.86 "Mask" means a peptide linked to an Antibody, wherein the peptide inhibits the specific binding of the Antibody to its target.

1.87 "**MHLW**" means the Japanese Ministry of Health, Labour and Welfare, and any successor agency thereto.

1.88 "**Net Sales**" means the gross amount invoiced in arms-length transactions by a Related Party(ies) from or on account of the sale of Products to a non-Related Party (net of any inventory management fees or similar fees based on or reasonably allocable to the sale of Products), less the sum of the following:

(a) credits or allowances, if any are actually allowed, on account of price adjustments, recalls, claims, damaged goods, rejections or returns of items previously sold (including Product returned in connection with recalls or withdrawals) and amounts written off by reason of uncollectible debt;

(b) import taxes, export taxes, excise taxes (including fees due under the United States Patient Protection and Affordable Care Act of 2010), sales taxes, value-added taxes, consumption taxes, duties or other taxes levied on, absorbed determined and/or imposed with respect to such sales (excluding income or net profit taxes or franchise taxes of any kind), to the extent not reimbursed by a non-Related Party;

(c) freight insurance, customs charges, freight, shipping and other transportation costs incurred in shipping Product to such non-Related Parties, to the extent not reimbursed by a non-Related Party;

(d) discounts (including trade, quantity and cash discounts) actually allowed, cash and non-cash coupons, retroactive price reductions, and charge-back payments and rebates granted to any non-Related Party (including to governmental entities or agencies, purchasers, reimbursers, customers, distributors, wholesalers, and group purchasing and MCOs (and other similar entities and institutions));

(e) rebates (or their equivalent), administrative fees, chargebacks and retroactive price adjustments and any other similar allowances granted to non-Related Parties (including to Governmental Authorities, purchasers, reimbursers, customers, distributors, wholesalers, and MCOs (and other similar entities and institutions)) which effectively reduce the selling price or gross sales of the Product;

(f) in the case where a mechanical drug delivery device is sold with or for use with Product, either (i) in the case where a Product is sold with the drug delivery device (i.e., not separately), 150% of the manufacturing cost for such drug delivery device sold with such Product or (ii) if such drug delivery device is sold separately from the Product by a Related Party, the gross invoice price of such drug delivery device; and

(g) in the case where a mechanical drug delivery device is sold with or for use with Product, the royalties actually paid to Third Parties in connection with such sale of such drug delivery device with or for use with such Product (including royalties payable on sales of Product).

No deduction shall be made for any item of cost incurred by any Related Party in Developing or Commercializing Products except as permitted pursuant to clauses (a) to (f) of the foregoing sentence; *provided* that, Products transferred to non-Related Parties in connection with Clinical Trials and non-clinical research and trials, Product samples, compassionate sales or use, or an indigent program or similar bona fide arrangements in which a Related Party agrees to forego a normal profit margin for good faith business reasons shall give rise to Net Sales only to the extent that any Related Party invoices or receives amounts therefor.

Product shall be considered "sold" when invoiced. Such amounts shall be determined from the books and records of the Related Party.

It is understood that any accruals for individual items reflected in Net Sales are periodically (at least Quarterly) trued up and adjusted by each Related Party consistent with its customary practices and in accordance with GAAP.

Sale or transfer of Products between any of the Related Parties shall not result in any Net Sales, with Net Sales to be based only on any subsequent sales or dispositions to a non-Related Party. To the extent that any Related Party receives consideration other than or in addition to cash upon the sale or disposition of a Product to a non-Related Party, Net Sales shall include the fair market value of such additional consideration for such sale or disposition of Products. For clarity, (i) Net Sales shall not include amounts or other consideration received by a Related Party from a non-Related Party in consideration of the grant of a (sub)license or co-promotion or distribution right to such non-Related Party, (ii) sales to a Third Party distributor, wholesaler, group purchasing organization, pharmacy benefit manager, or retail chain customer shall be considered sales to a non-Related Party and not to a Sublicensee; and (iii) Net Sales by a Related Party to a non-Related Party consignee are not recognized as Net Sales by such Related Party until the non-Related Party consignee sells the Product.

Net Sales of any Combination Product for the purpose of calculating milestones or royalties due under this Agreement shall be determined on a country-by-country basis for a given accounting period as follows: first, the Related Party(ies) shall determine the actual Net Sales of such Combination Product (using the above provisions), and then: such Net Sales amount for the Combination Product shall be multiplied by the fraction A/(A+B), where A is the net selling price in such country of a Product containing only the applicable Compound, if sold separately for the same dosage as contained in the Combination Product, and B is the net selling price in such country of any other active ingredients in the combination if sold separately for the same dosage as contained in the Combination Product. All net selling prices of the elements of such end-user product or service shall be calculated as the average net selling price of the said elements during the applicable accounting period for which the Net Sales are being calculated. In the event that, in any country, no separate sale of either such above-designated Product (containing only the applicable Compound and no other active ingredients) or any one or more of the active ingredients included in such Product are made during the accounting period in which the sale was made or if net selling price for an active ingredient cannot be determined for an accounting period, Net Sales allocable to the Product in each such country shall be determined by mutual agreement reached in good faith by the Parties prior to the end of the accounting period in question based on an equitable method of determining same that takes into account, on a country-by-country basis, all relevant factors (including variations in potency, the relative contribution of each active ingredient in the combination, and relative value to the end user of each active ingredient.

1.89 "**Patent**" means (a) all patents and patent applications, including provisional patent applications, (b) all patent applications filed either from such patents, patent applications or provisional applications or from an application claiming priority from any of these, including divisionals, continuations, continuations-in-part, converted provisionals, and continued prosecution applications, (c) any and all patents that have issued or in the future issue from the foregoing patent applications in (a) and (b), including utility models, petty patents and design patents and certificates of invention, (d) any and all extensions or restorations by existing or future extension or restoration mechanisms, including adjustments, revalidations, reissues, re-examinations and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications in (a), (b) and (c), and (e) any similar rights, including so-called pipeline protection, or any importation, revalidation, confirmation or introduction patent or registration patent or patents of addition to any of such foregoing patent applications and patents.

1.90 "**Patent Challenge**" has the meaning set forth in Section 9.10.

1.91 "**Patent Contact**" has the meaning set forth in Section 9.12.

1.92 "**Patent Prosecution Costs**" means the direct out-of-pocket costs (including the reasonable fees and expenses incurred to outside counsel and other Third Parties, including filing, prosecution and maintenance fees incurred to Governmental Authorities) recorded as an expense by a Party or any of its Affiliates (in accordance with GAAP and its customary accounting practices) after the Effective Date and during the Term and pursuant to this Agreement, in connection with the preparation, filing, prosecution, maintenance and extension of Patents, including costs of Patent interference, appeal, opposition, reissue, reexamination, revocation, petitions or other administrative proceedings with respect to Patents and filing and registration fees.

1.93 "**Person**" means any individual, firm, corporation, partnership, limited liability company, trust, business trust, joint venture company, governmental authority, association or other entity.

1.94 "**Phase 1 Clinical Trial**" means a Clinical Trial of a Product on sufficient numbers of normal volunteers and/or patients that is designed to establish that such Product is safe for its intended use and to support its continued testing in Phase 2 Clinical Trials. For purposes of this Agreement, 'initiation' of a Phase 1 Clinical Trial for a Product means the first dosing of such Product in a human subject in a Phase 1 Clinical Trial.

1.95 "**Phase 2 Clinical Trial**" means a Clinical Trial of a Product, including a separate Clinical Trial or the second part of a fused "Phase 1/2" trial, where either such separate Clinical Trial or second part of such fused "Phase 1/2" trial utilizes the pharmacokinetic and pharmacodynamic information obtained from one or more previously conducted Phase 1 Clinical Trial(s) that is designed to provide a preliminary determination of efficacy or an appropriate dose of such Product in the target patient population. For purposes of this Agreement, 'initiation' of a Phase 2 Clinical Trial for a Product means the first dosing of such Product in a human subject in a Phase 2 Clinical Trial.

1.96 "**Phase 3 Clinical Trial**" means a Clinical Trial of a Product on sufficient numbers of patients that is designed to establish that such Product is efficacious for its intended use, and to define warnings, precautions and adverse reactions that are associated with such Product in the dosage range to be prescribed, and to support Regulatory Approval of such Product or label expansion of such Product. A Phase III trial shall include a trial intended as a registration trial that will form the basis for obtaining Regulatory Approval, whether or not such Clinical Trial is designated as a Phase III trial. For purposes of this Agreement, 'initiation' of a Phase 3 Clinical Trial for a Product means the first dosing of such Product in a human subject in a Phase 3 Clinical Trial.

1.97 "**Preclinical Plan**" has the meaning set forth in Section 3.3(a).

1.98 "**Preclinical Development Program**" has the meaning set forth in Section 3.1.

1.99 "**Preclinical Development Program Costs**" has the meaning set forth in Section 3.4(c).

1.100 "**Prior CDA**" means the Confidentiality Agreement entered into by BMS and CytomX effective as of July 1, 2011 (as amended).

1.101 "Probody" means a recombinant Antibody linked with a Substrate and a Mask.

1.102 "**Product**" means any pharmaceutical product containing a Compound (alone or with other active ingredients), in all forms, presentations, formulations, methods of administration and dosage forms.

1.103 "**Product Specific Patent**" means any Patent (including all claims and the entire scope of claims therein) Controlled as of the Effective Date or thereafter during the Term by CytomX (or any CytomX Affiliate) (including CytomX's interest in any Joint Patents) that specifically Covers the composition, formulation, or method of use of any Compound and/or Product, but does not cover any other subject matter, such as Probodies against targets other than Collaboration Targets. Notwithstanding the foregoing, none of the Patents identified as CYTX-06 and CYTX-09 are Product Specific Patents. As of the Execution Date, the Product Specific Patents consist of the Patents listed in **Exhibit C**.

1.104 "**Prosecute**" or "**Prosecution**" has the meaning set forth in Section 9.2(a).

1.105 "**Prosecuting Party**" has the meaning set forth in Section 9.4(c).

1.106 "**Publication**" has the meaning set forth in Section 12.4.

1.107 "**Receiving Party**" has the meaning set forth in Section 12.1.

1.108 "**Regulatory Approval**" means with respect to a country, extra-national territory, province, state, or other regulatory jurisdiction, any and all approvals, licenses, registrations or authorizations of any Regulatory Authority necessary in order to commercially distribute, sell, manufacture, import, export or market a product in such country, state, province, or some or all of such extra-national territory or regulatory jurisdiction, but which shall exclude any pricing and reimbursement approvals.

1.109 "**Regulatory Authority**" means, with respect to a particular country, extra-national territory, province, state, or other regulatory jurisdiction, any applicable Governmental Authority involved in granting Regulatory Approval and/or, to the extent required for such country, extra-national territory, province, state, or other or regulatory jurisdiction, pricing or reimbursement approval of a Product in such country or regulatory jurisdiction, including the FDA, the EMA, the European Commission and the MHLW, and in each case including any successor thereto.

1.110 "**Regulatory Materials**" means regulatory applications, submissions, dossiers, notifications, registrations, Regulatory Approvals and/or other filings made to or with, or other approvals granted by, a Regulatory Authority that are necessary or reasonably desirable in order to Develop, manufacture or Commercialize a Product in a particular country or regulatory jurisdiction. Regulatory Materials include INDs, MAAs and NDAs.

1.111 "**Related Party**" shall mean BMS and its Affiliates and their respective Sublicensees (and such Sublicensees' Affiliates) of one or more Products. For clarity, Related Party shall not include any distributors, wholesalers or the like unless such entity is an Affiliate of BMS.

1.112 "**Research Term**" has the meaning set forth in Section 3.2.

1.113 "**Research Year**" means each twelve (12) month period during the Research Term, with the first Research Year beginning on the Effective Date.

1.114 "**Reserved Target**" has the meaning set forth in Section 3.3(d).

1.115 "**Royalty Term**" has the meaning set forth in Section 8.5(f).

1.116 "**Safety Reason**" means it is BMS' or any of its Affiliates' or Sublicensees' reasonable belief that based upon additional information that becomes available or an analysis of the existing information at any time, that the medical risk/benefit of further Development and/or Commercialization of such Compound or Product is so unfavorable as to be incompatible with the welfare of patients.

1.117 "**SEC**" means the U.S. Securities and Exchange Commission.

1.118 "**Sole Inventions**" has the meaning set forth in Section 9.1.

1.119 "**Sublicensee**" means any Third Party granted a sublicense under Section 7.2 hereof to the rights licensed to BMS hereunder, but shall not include any wholesaler or distributor that does not market or promote such Product.

1.120 "**Substitute Target**" has the meaning set forth in Section 3.3(c)(ii).

1.121 "**Substrate**" means a peptide linked to an Antibody and to a Mask, wherein such peptide when cleaved enables the Antibody to specifically bind to a target.

1.122 "**Target**" means: (i) a protein and any fragments thereof (that preserve the utility of the full length protein as a target), encoded by a gene sequence or identified in GenBank by an accession number, including any isoforms, mutants, and polymorphisms thereof, or (ii) a distinct non-protein biomolecule (e.g., a lipid-bound carbohydrate), as such biomolecule is identified in GenBank by an accession number or similar structural information that identifies such biomolecule, or (iii) upon mutual agreement of the Parties (not to be unreasonably withheld), after good faith discussion at the JRC, any other distinct biomolecule (e.g., a protein-bound carbohydrate), in each case that is capable of being bound by an Antibody

1.123 "**Target Reviewer**" has the meaning set forth in Section 3.3(d).

1.124 "**Term**" has the meaning set forth in Section 13.1.

1.125 "**Termination Notice**" has the meaning set forth in Section 13.3(a).

1.126 "**Territory**" means all countries of the world.

1.127 "**Third Party**" means any Person other than CytomX or BMS or an Affiliate of either of CytomX or BMS.

1.128 "**Third Party Costs**" means the out-of-pocket costs and expenses incurred or accrued by CytomX with respect to payments made by CytomX to Third Parties in conducting the activities assigned to CytomX or its Affiliates (or such Third Party) pursuant to the then-current Preclinical Plan, and in accordance with the Budget for such Third Party Costs as agreed to by the JRC and set forth in the Preclinical Plan. Third Party Costs may include, for example, raw materials for manufacturing gram quantities of Compound, Third Party manufacturing of Compounds, Preclinical Development Program-specific animals or studies performed by outside (sub)contractors, but shall not include routine laboratory supplies, reagents or media.

1.129 "**Tools**" means any Patents, Know-How or other intellectual property right covering methods, processes, materials and tools to the extent generally applicable to the discovery of Masks, or Substrates, or their use in Probodies (but not specifically directed to the Compounds or Products), or assays of the activity relating to such discovery, including the cleavage of Substrates, thereof. As of the Execution Date, the Patents among the Tools consist of the Patents listed in **Exhibit D**.

1.130 "**U.S.**" means the United States of America and its territories, districts and possessions.

1.131 "**Valid Claim**" means either (a) a claim of an issued and unexpired patent which has not been held permanently revoked, unenforceable or invalid by a decision of a court or other governmental agency of competent jurisdiction, unappealable or unappealed within the time allowed for appeal and that is not admitted to be invalid or unenforceable through reissue, disclaimer or otherwise (i.e., only to the extent the subject matter is disclaimed or is sought to be deleted or amended through reissue), or (b) a claim of a pending patent application that has not been abandoned, finally rejected or expired without the possibility of appeal or refiling, *provided however*, that Valid Claim shall exclude any such pending claim in an application that has not been granted within seven (7) years following the earliest priority filing date for such application (unless and until such claim is granted).

2. GOVERNANCE

2.1 Joint Research Committee.

(a) **Establishment of JRC**. Promptly after the Effective Date and no later than the date which is thirty (30) days subsequent to the Effective Date, the Parties will establish a joint research committee with the roles set forth in Section 2.1(c) (the "**Joint Research Committee**" or "**JRC**"). Each Party will initially appoint three (3) representatives to the JRC. The JRC may change its size from time to time by mutual consent of its members, *provided* that the JRC will consist at all times of an equal number of representatives of each of CytomX and BMS. The JRC membership and procedures are further described in this Section 2.1. Each Party may at any time appoint different JRC representatives by written notice to the other Party.

(b) **Membership of JRC.** Each of CytomX and BMS will designate representatives with appropriate expertise to serve as members of the JRC. Each of CytomX and BMS will select from their representatives a co-chairperson for the JRC, and each Party may change its designated co-chairperson from time to time upon written notice to the other Party. The co-chairpersons of the JRC, with assistance and guidance from the Alliance Managers, will be responsible for calling meetings and preparing and circulating an agenda in advance of each meeting, *provided* that the co-chairpersons will call a meeting of the JRC promptly upon the reasonable written request of either co-chairperson to convene such a meeting.

(c) **Role of JRC.** The JRC will be responsible for (i) the overall management of the Preclinical Development Program, and for approving changes and updates to the Preclinical Plan, (ii) the monitoring, reviewing and recording of the progress of the Preclinical Development Program, (iii) setting, and monitoring the spending against the Budget for Preclinical Development Program Costs, as set forth in the Preclinical Plan, and (iv) facilitating the prosecution of the Product Specific Patents in accordance with Article 9 below. As needed, the JRC shall establish subcommittees and working groups that will report to the JRC to further the objectives of the Preclinical Development Program.

(d) **Decisions.** Decisions of the JRC shall be by consensus, *provided* that if the JRC is unable to reach consensus with respect to any such decision, BMS shall have the final decision-making authority after escalation to Executive Officers in accordance with Section 16.1; *provided further* that BMS may not use its final decision-making authority to (i) require CytomX to violate any Applicable Law or any agreement it may have with any Third Party, (ii) amend the terms and conditions of this Agreement, (iii) make

any changes in the number of BMS-funded CytomX FTEs except in accordance with Section 3.4, (iv) require CytomX to incur any additional out-of-pocket costs (other than routine laboratory supplies) in the conduct of the Preclinical Development Program beyond the Third Party Costs specified in the Budget for the Preclinical Plan, or (v) require CytomX to conduct any activities outside the scope of the discovery, research, manufacture and/or pre-clinical development of Compounds.

(e) **JRC Meetings.** The JRC will hold meetings at such times and places as the co-chairpersons may determine. The JRC will meet at least once every calendar quarter during the Research Term and the JRC will meet semi-annually thereafter until discontinuation of the JRC in accordance with section 2.2 below. The meetings of the JRC need not be in person and may be by telephone or any other method determined by the JRC. Each Party will bear its own costs associated with attending such meetings.

2.2 Discontinuation of JRC. With respect to each Collaboration Target, the JRC shall continue to exist until the first to occur of (a) the Parties mutually agreeing to disband the JRC, or (b) at any time subsequent to the commencement of a Clinical Trial with respect to a Product directed towards such Collaboration Target upon thirty (30) days prior written notice by either Party. Thereafter the JRC shall have no further roles or responsibilities under this Agreement with respect to such Collaboration Target, and the JRC shall be replaced by designees of each Party (who may be the Alliance Manager) that shall serve as a forum for the Parties for the purposes of the exchange of information and to update CytomX on the progress of the Development and Commercialization of Products, including material regulatory developments that are related to such Products being Probodies. Upon reasonable request by CytomX, but not more often than two times per year, the Parties shall meet to discuss such ongoing development and commercialization efforts by BMS, so that CytomX remains reasonably informed as to the status, progress and plans for the Compounds and Products hereunder.

2.3 Limitations on Authority of the JRC. The JRC will have solely the roles and responsibilities assigned to it in this Article 2. The JRC will have no authority to amend, modify or waive compliance with this Agreement. For avoidance of doubt, the JRC will have no authority to amend, modify or limit BMS' final decision-making authority with respect to the Development and Commercialization of Compound and Product as set forth in this Agreement. The JRC shall not have the authority to alter, or waive compliance by a Party with, a Party's obligations under this Agreement.

2.4 Alliance Managers. Each of the Parties will appoint one representative who possesses a general understanding of Development issues to act as its alliance manager (each, an "**Alliance Manager**"). The role of the Alliance Manager is to act as a primary point of contact between the Parties to assure a successful relationship between the Parties. The Alliance Managers will attend all meetings of the JRC and support the co-chairpersons of the JRC in the discharge of their responsibilities. An Alliance Manager may bring any matter to the attention of the JRC if such Alliance Manager reasonably believes that such matter warrants such attention. Each Party may change its designated Alliance Manager from time to time upon written notice to the other Party. Any Alliance Manager may designate a substitute to temporarily perform the functions of such Alliance Manager upon written notice to the other Party's Alliance Manager. Each Alliance Manager will be charged with creating and maintaining a collaborative work environment within the JRC. Each Alliance Manager also will:

(a) provide a single point of communication both internally within the Parties' respective organizations and between the Parties, including during such time as the JRC is no longer constituted;

(b) plan and coordinate any cooperative efforts under this Agreement, if any, and internal and external communications;

(c) take responsibility for ensuring that JRC activities, such as the conduct of required JRC meetings, occur as set forth in this Agreement and that relevant action items, if any, resulting from such meetings are appropriately carried out or otherwise addressed, and

(d) be the point of first referral in all matters of conflict resolution.

2.5 Accounting and Financial Reporting. The Parties will each appoint one (1) representative with expertise in the areas of accounting, cost allocation, budgeting and financial reporting (each, a "**Financial Representative**") no later than forty-five (45) days after the Effective Date. Such Financial Representative shall work under the direction of the JRC and directly with the Alliance Manager during the Research Term and shall provide services to and consult with the JRC thereafter, in order to address the financial, budgetary and accounting issues that arise in connection with the Preclinical Plan or Preclinical Development Program Costs. Each Financial Representative may be replaced at any time by the represented Party by providing notice thereof to the other Party. The Financial Representatives will meet as they or the JRC may agree is appropriate.

3. RESEARCH PROGRAM

3.1 Preclinical Development Program. During the Research Term, the Parties will collaborate in carrying out a research program to discover and preclinically Develop Compounds suitable for further clinical Development for human therapeutic uses (the "**Preclinical Development Program**"). The Preclinical Development Program will be carried out in accordance with the Preclinical Plan. The Preclinical Development Program will focus on discovery and preclinical work for Compounds. The Preclinical Development Program will also include activities directed toward the discovery and preclinical Development of Compounds that are backups or alternatives. The objective of the Preclinical Development Program will be to identify one or more Compounds for BMS to advance into human Clinical Trials and ultimately Commercialize as Product(s).

The Preclinical Development Program will be conducted by each Party in good scientific manner, and in compliance with all applicable good laboratory practices, and applicable legal requirements, to attempt to achieve efficiently and expeditiously the objectives of the Preclinical Development Program. Each Party will comply with all Applicable Laws in the performance of work under this Agreement. Each Party shall use reasonable efforts to ensure that its Affiliates and Third Party contractors (as applicable) perform any activities under the Preclinical Development Program in good scientific manner and in compliance in all material respects with the requirements of Applicable Law.

Each Party will maintain laboratories, offices and all other facilities at its own expense and risk necessary to carry out its responsibilities under the Preclinical Development Program pursuant to the Preclinical Plan. Each Party agrees to make its employees reasonably available at their respective places of employment to consult with the other Party on issues arising during the performance of the Preclinical Development Program. BMS and CytomX will cooperate with each other in carrying out the Preclinical Development Program.

3.2 Research Term.

(a) The Preclinical Development Program with respect to each Collaboration Target will be carried out during the two (2) year period following (x) the Effective Date, with respect to the Initial Collaboration Targets, and (y) the date of designation of a Substitute Target or an Additional Target, with respect to any such Substitute Target or Additional Target, unless (in each case) this Agreement is terminated in accordance with Article 13 (such period, as may be extended pursuant to this Section 3.2, being the "**Research Term**"). BMS shall have the option to extend the Research Term with respect to any Collaboration Target for up to three (3) additional one (1) year periods on a year-by-year basis after (x) the initial two (2) year period with respect to such Collaboration Target. In order to exercise its option to extend the Research Term with respect to a given Collaboration Target, BMS must provide CytomX a written notice exercising BMS' option to extend the applicable Research Term at least ninety (90) days prior to the scheduled expiration of the applicable Research Term (i.e., the applicable anniversary of the Effective Date, with respect to the Initial Collaboration Targets, or the date of designation of a Substitute Target or an Additional Target, with respect to any such Substitute Target or Additional Target). If BMS does not provide such written notice, the Research Term will end when scheduled (i.e., on the applicable anniversary of the Effective Date, with respect to the Initial Collaboration Targets, and the date of designation of a Substitute Target or an Additional Target, with respect to any such Substitute Target or Additional Target).

(b) For each extension of the Research Term, subject to Section 3.4, the JRC will prepare, and approve in accordance with Section 2.1, an update to the Preclinical Plan which will include an updated Budget for the BMS-funded CytomX FTEs to perform the work required under such Preclinical Plan and any projected Third Party Costs.

3.3 Preclinical Plan.

(a) The Preclinical Development Program will be carried out in accordance with a written research plan (the "**Preclinical Plan**"). The purpose of the Preclinical Plan is to detail the responsibilities and activities of CytomX and BMS with respect to carrying out the Preclinical Development Program. The Preclinical Plan will include a description of the specific activities to be performed by CytomX in support of the Preclinical Development Program, the number of qualified CytomX FTEs to perform the activities in support of the Preclinical Development Program, projected timelines for completion of such activities and, as applicable, provisions for the supply of Compound by CytomX to BMS. The Preclinical Plan will also include a budget for the BMS-funded CytomX FTEs (based on the number of BMS-funded CytomX FTEs and the FTE Rate) and any projected Third Party Costs, with such budget to be update periodically by the JRC (the "**Budget**"), with such Budget to be updated in advance for each calendar quarter by the JRC, subject to this Section 3.3 and Section 3.4. As part of this calendar quarter update to the Budget, the JRC shall specify in writing for the coming calendar quarter period the number of CytomX FTEs assigned to the Preclinical Development Program (in accordance with Section 3.4), a summary of their activities, a listing of the CytomX scientists comprising such FTEs and their percentage of time devoted to working on the Preclinical Development Program. If BMS has concerns regarding any specific scientist assigned to the Preclinical Development Program, such concerns shall be communicated to the JRC for its consideration.

In accordance with the Preclinical Plan, CytomX will develop and optimize Masks, Substrates and Compounds, and will deliver such Masks, Substrates and Compounds to BMS. Such Masks, Substrates and Compounds may be further modified by BMS, provided no substantive changes shall be made to the Mask or Substrate of such Compound. Examples of permitted modifications to Mask or Substrate include modifications in the course of optimizing a Compound or a Product, provided that BMS may make any changes to the Antibody portion of the Compound or Product.

The initial Preclinical Plan that has been agreed to by the Parties as of the Execution Date is attached as **Exhibit E**.

(b) **Changes to the Preclinical Plan.** The Preclinical Plan will be reviewed by the JRC at least on a yearly basis (except the Budget, which will be reviewed and updated on a calendar quarter basis in accordance with Section 3.3(a)) and may be updated and amended from time to time, as the JRC determines, *provided* that if the JRC cannot reach consensus, BMS shall have final decision making authority subject to Section 2.1(d).

(c) **Collaboration Targets.**

(i) **Initial Collaboration Targets**. **Exhibit F** identifies the Collaboration Targets identified as of the Execution Date (the "**Initial Collaboration Targets**").

(ii) **Reserved Targets. Exhibit G** identifies the Reserved Targets (as further described in Section 3.3(d) below.

(iii) **Additional Target Option.** BMS shall have the right to add up to two (2) additional Targets to the collaboration (each such target, an "**Additional Target")**, subject to payment of the Additional Target Payment, and further subject to the Excluded Target Process set forth in Section 3.3(c) (the "**Additional Target Option**"). Any such Additional Target must be selected by BMS prior to the fifth (5th) anniversary of the Effective Date by notice to CytomX. For clarity, BMS may designate an Additional Target that is directed to any indication within the field of oncology (including immuno-oncology), including a Target intended for a Probody-drug conjugate program.

(iv) **Substitute Targets.** BMS shall have the right to substitute and replace each Initial Collaboration Target with a new Target (such new target, a "**Substitute Target**"), subject to the Excluded Target Process set forth in Section 3.3(c). Any such replacement of an Initial Collaboration Target must (x) occur prior to the commencement of a Clinical Trial of a Compound relating to such Initial Collaboration Target and in no case later than three (3) years after the Effective Date, and (y) be based on technical/scientific information relating to such Initial Collaboration Target (or a Compound relating to such Initial Collaboration Target), based upon which BMS reasonably determines that identification of a Compound(s) directed to such Initial Collaboration Target that would be suitable for clinical development will not be feasible. In the case where BMS desires to replace an Initial Collaboration Target with a proposed Substitute Target, BMS shall inform CytomX, through the JRC, of BMS' basis (and providing technical/scientific supporting information) for wanting to replace such Initial Collaboration Target. For clarity, BMS may designate a Substitute Target that is directed to any indication within the field of oncology (including immuno-oncology), including a Target intended for a Probody-drug conjugate program.

(v) **Update to Preclinical Plan; Reversion of Rights**. In the case of any such designation of an Additional Target or a replacement of an Initial Collaboration Target with a Substitute Target, in advance of work being initiated by the Parties with respect to such Additional Target or Substitute Target, the JRC shall update the Preclinical Plan and Budget to include work on such Additional Target or Substitute Target, with the Preclinical Plan expected to be similar in scope and FTE effort as specified for each of the initial projects under the initial Preclinical Plan, it being understood that the Preclinical Development Program may be extended with respect to the Substitute Target or Additional Target. Each Party shall use reasonable best efforts to ensure that the JRC meets as promptly as reasonably practicable (and no later than within 45 Business Days) upon designation of an Additional Target or a replacement of an

Initial Collaboration Target with a Substitute Target in order to develop and approve an updated Preclinical Plan and Budget with respect to such Additional Target or Substitute Target. Upon replacement of an Initial Collaboration Target with a Substitute Target, following the procedure set forth above, the previously designated Initial Collaboration Target shall no longer be considered a Collaboration Target, and all rights to the CytomX Technology related to such Initial Collaboration Target shall revert to CytomX in accordance with Section 13.6.

(d) **Excluded Target Process**. The following procedure shall be followed for the selection of an Additional Target or the replacement of an Initial Collaboration Target with a Substitute Target. Upon notice by BMS to CytomX of its desire to designate a Target as an Additional Target or a Substitute Target, CytomX shall provide an independent reviewer (mutually agreed to by BMS and CytomX) (the "**Target Reviewer**") with a list of all targets where CytomX has: (1) licensed exclusive rights to a third party with respect to such target, or is otherwise contractually restricted from including such target, (2) entered into (and has maintained ongoing) discussions with a third party with respect to a license or collaboration regarding potential products intended for use against such target, with such discussions being evidenced by written correspondence relating to proposed terms ("Ongoing Bona Fide Discussions"), (3) an active bona fide internal research or development program, with respect to the research, development and commercialization of Probodies directed towards such target under which program CytomX has identified a functional Antibody directed toward such target (as part of development of Probodies directed to such target), or (4) the three (3) targets listed on Exhibit G hereto ("Reserved Targets") for the period of twelve (12) months after the Effective Date (and thereafter only if included under (a)-(c) above), (any such target, an "**Excluded Target**", and such list, the "**Excluded Target List**"), and CytomX shall notify BMS that the Excluded Target List has been provided to the Target Reviewer. Upon receipt of such notice BMS shall provide to the Target Reviewer the new Target that BMS proposes to become an Additional Target or a Substitute Target, including the GenBank accession number (or other identifying information) for such Target. The Target Reviewer would notify BMS, within five (5) business days if the Target proposed by BMS as an Additional Target or as a Substitute Target is an Excluded Target (but not the reason such Target is an Excluded Target). In each circumstance where BMS notifies CytomX of its desire to designate a Target as the subject of a Substitute Target or Additional Target, CytomX shall provide the target Reviewer with an updated Excluded Target List prior to BMS proposing such new Target to the Target Reviewer. Accordingly, CytomX shall inform the Target Reviewer (A) of any new targets that have become subject to third party obligations, terms discussions or part of an active bona fide internal development program of CytomX, as provided above; (B) the expiration of the twelve month period referenced in clause (d) above (or unilateral termination by CytomX) of such period with respect to any Reserved Target) and any Reserved Targets that are no longer reserved by virtue of such clause (4); and (C) any new targets that have become available due to the termination of a collaboration (or Ongoing Bona Fide Discussions with a third party) or termination of any internal development program of CytomX. Any proposed Target that is not an Excluded Target (under the procedure set forth above) would be deemed selected by BMS as the Additional Target or Substitute Target.

3.4 Research Staffing and Funding.

(a) **Funded CytomX FTEs; FTE Rate.** Subject to Section 3.4(b), BMS will fund at the FTE Rate, and CytomX will provide the number of CytomX FTEs per Research Year during the Research Term to perform activities in support of the Preclinical Development Program, in accordance with the then-current Preclinical Plan, and in accordance with this Section 3.4. Throughout the Research Term, CytomX shall assign no less than the number of qualified CytomX FTEs in accordance with this Section 3.4 to perform the work set forth in the then-applicable Preclinical Plan, which currently contemplates [***]

FTEs in the first year of the Research Term and [***] FTEs in the second year of the Research Term. The professional skills and expertise levels of such FTEs shall be appropriate to the scientific objectives of the Preclinical Development Program. The FTE Rate during the Research Term shall be [***] per FTE per year. For the avoidance of doubt, nothing in this Agreement herein shall be considered to establish an employment relationship between BMS and the CytomX FTEs funded by BMS pursuant to this Agreement.

(b) **Changes to the Number of Funded FTEs.** If the activities contemplated by the Preclinical Plan at any time during the Research Term do not justify the number of CytomX FTEs allocated to the Preclinical Development Program, the Parties will work in good faith to mutually agree to modify the scope of the Preclinical Plan or adjust the number of BMS-funded CytomX FTEs. The number of CytomX FTEs to be funded by BMS and provided by CytomX in support of the conduct of the Preclinical Development Program may be increased or decreased by the JRC in accordance with changes in the Preclinical Development Program and Preclinical Plan and shall be specified for each calendar quarter in the Budget as set forth in Section 3.3(a), provided that the number of CytomX FTEs to be provided by CytomX would not be decreased below [***] FTEs or increased to exceed [***] FTEs during the Research Term without CytomX' written consent. Any changes to the Preclinical Plan and assignment and allocation of work to be performed by the BMS-funded CytomX FTEs shall require the approval of the JRC, *provided* that if the JRC is unable to reach consensus, BMS shall have final decision making authority, subject to the following: (i) BMS' decision making shall be subject to Section 2.1(d), (ii) the number of CytomX FTEs to be provided by CytomX shall not be decreased to below [***] FTEs or increased to exceed [***] FTEs without CytomX' prior written consent.

(c) **FTE Funding; Preclinical Development Program Costs.** CytomX will bear its own costs, including costs related to routine laboratory supplies and applicable overhead costs, in performing its obligations under the Preclinical Development Program, *provided* that, subject to the terms and conditions of this Agreement (including this Section 3.4(c)), BMS will make a payment to CytomX for the BMS-funded CytomX FTEs and Third Party Costs specified in the Budget, as may be amended in accordance with Section 3.3 and this Section 3.4 (such FTE payment and Third Party Costs being the "**Preclinical Development Program Costs**").

The number of BMS-funded CytomX FTEs shall be established in accordance with Section 3.4(a) and (b), and BMS shall fund such CytomX FTEs at the FTE Rate in accordance with the Budget. Such FTE payment obligation of BMS will be subject to CytomX providing such qualified CytomX FTEs. CytomX shall send BMS (to BMS' Financial Representative or otherwise as specified in writing by BMS) an invoice for the BMS-funded CytomX FTEs for a given calendar quarter within forty-five (45) days following the end of such calendar quarter. Subject to this Section 3.4(c), such invoice for such BMS-funded CytomX FTEs reimbursable by BMS shall be payable within sixty (60) days after BMS receives such invoice.

CytomX shall invoice BMS for the Third Party Costs approved in writing by JRC within the Budget and incurred by CytomX for a given calendar quarter within forty-five (45) days following the end of such calendar quarter (such invoice to be sent to BMS' Financial Representative or otherwise as specified in writing by BMS). Such invoice for such Third Party Costs reimbursable by BMS shall be payable within sixty (60) days after BMS receives such invoice. For clarity, all Third Party Costs that would be reimbursable under this Agreement must be approved by JRC in writing.

3.5 Responsibility for Expenses for Conduct of Preclinical Development Program. Except as set forth in Section 3.4 or as may be otherwise specifically agreed to in writing by CytomX and BMS, each Party shall be responsible for its own costs and expenses that it incurs in connection with the conduct of the Preclinical Development Program.

3.6 Preclinical Development Program Records. CytomX will maintain complete and accurate records of all work conducted in the performance of the Preclinical Development Program and all results, data, inventions and developments made in the performance of the Preclinical Development Program. Such records will be in sufficient detail and in good scientific manner appropriate for patent and regulatory purposes. CytomX shall maintain appropriate records sufficient to document the work performed by each of the individuals comprising the FTEs working in support of the Preclinical Development Program and the percent effort such individuals spent working in support of the Preclinical Development Program in the applicable period. CytomX shall provide copies of all requested records and Information (within thirty (30) days of such request), to the extent reasonably required for the performance of BMS' rights and obligations under this Agreement; provided that BMS shall maintain such records and the Information of CytomX in confidence in accordance with Article 12 and shall not use such records or information except to the extent otherwise permitted by this Agreement; *further provided* that the Information provided by CytomX shall not include the Tools.

In order to protect the Parties' Patent rights under U.S. law in any inventions conceived or reduced to practice during or as a result of the Preclinical Development Program, each Party agrees to maintain a policy that requires its employees to record and maintain all data and information developed during the Preclinical Development Program in such a manner as to enable the Parties to use such records to establish the earliest date of invention and/or diligence to reduction to practice. At a minimum, the policy shall require such individuals to record all inventions generated by them in standard laboratory notebooks (paper or electronic) or other suitable means that are dated and corroborated by non-inventors on a regular, contemporaneous basis.

3.7 Disclosure of Results of Preclinical Development Program. The results of all work performed by a Party as part of the Preclinical Development Program shall be promptly disclosed to the other Party in a reasonable manner as such results are obtained through JRC, JRC Co-Chairs, or a working group which may be established by the JRC in accordance with Section 2.1(c). CytomX and BMS will provide reports and analyses at each JRC meeting, and more frequently upon reasonable request by the JRC, detailing the current status of the Preclinical Development Program, including the utilization of the CytomX FTE resources. Within thirty (30) days following the end of each calendar quarter, CytomX and BMS shall each exchange and provide to the JRC a written report summarizing in reasonable detail the work performed by it under the Preclinical Development Program and results achieved during the preceding calendar quarter. In addition, upon reasonable request by a Party, the other Party will make presentations to the JRC of its activities related to the Compounds and Products to inform such Party of the details of the work done in the performance of the Preclinical Development Program. The results, reports, analyses and other information regarding the Preclinical Development Program disclosed by one Party to the other Party pursuant hereto may be used only in accordance with the rights granted and other terms and conditions under this Agreement. Upon reasonable request by BMS, for purposes of supporting the Development of a Product, CytomX shall provide BMS with additional data, results and other information with respect to the work performed by CytomX in the performance of the Preclinical Development Program. Any reports required under this Section 3.7 may take the form of and be recorded in minutes of the JRC that will contain copies of any slides relating to the results and presented to the JRC.

In addition, at BMS' request CytomX will transfer (within thirty (30) days of such request) to BMS all data, results, and information related to testing and studies of the Compounds (including analytical test results and non-clinical pharmacology and safety data) in the possession of CytomX to the extent such data,

results and/or information are necessary or reasonably useful for the continued Development and Commercialization of Products, including any and all Information directly relating to manufacturing methods (including related analytical methods) of the Compounds or Products. CytomX's obligation to provide data, results and information pursuant to this Section 3.7 shall only include results that would be within the CytomX Know-How, and shall not include the Tools.

3.8 Research Efforts. Each Party shall use good faith Diligent Efforts to perform the Preclinical Development Program, including its responsibilities under the Preclinical Plan. For clarity, it is understood and acknowledged that Diligent Efforts to perform the Preclinical Development Program may include staging the work on different Collaboration Targets as specified in and in accordance with the Preclinical Plan.

3.9 Materials Transfer.

(a) In order to facilitate the Preclinical Development Program, either Party may provide to the other Party certain materials (other than samples of Compounds, and starting materials, intermediates and reagents for the synthesis of Compounds, provided by CytomX to BMS under this Agreement) for use by the other Party in furtherance of the Preclinical Development Program and the Development and Commercialization of Compounds and Products. All such materials (including, as applicable, any progeny, expression products, mutants, replicates, derivatives and modifications thereof that are made by the receiving Party and that include the materials of the supplying Party), to the extent such material is not generally available from a Third Party (any such materials provided by BMS, the "**BMS Materials**"), shall be used by the receiving Party in accordance with the terms and conditions of this Agreement solely for purposes of performing its rights and obligations under this Agreement, and the receiving Party shall not transfer such materials (including, as applicable, any progeny, expression products, mutants, replicates, derivatives and modifications thereof) to any Third Party unless expressly contemplated by this Agreement (including the Preclinical Plan) or upon the written consent of the supplying Party. For clarity, this Section 3.9(a) shall not restrict either Party from using materials that are publicly available from a Third Party. As set forth in the Preclinical Plan, CytomX shall provide BMS with samples of CytomX Materials and BMS shall provide CytomX with samples of BMS Materials, for use by the other Party in accordance with the terms and conditions of this Agreement (including the Preclinical Plan). For clarity, CytomX shall supply sufficient quantities of Compounds for both Parties to perform their responsibilities through the completion of Section 9a of the initial Preclinical Plan set forth on **Exhibit E** for each Product, and thereafter as mutually agreed by the Parties.

Any BMS Materials provided by BMS to CytomX (including, as applicable, any progeny, expression products, mutants, replicates, derivatives and modifications thereof) shall be used by CytomX solely for purposes of conducting the Preclinical Development Program and will be returned to BMS (or destroyed as may be requested by BMS in writing) promptly following the end of the Research Term or earlier upon request by BMS. All Information to the extent directed to such BMS Materials shall be BMS Confidential Information. CytomX agrees to use all such BMS Materials with prudence and appropriate caution in any experimental work, since all of their characteristics may not be known, and BMS Agrees to use all such CytomX Materials with prudence and appropriate caution in any experimental work.

If CytomX develops any assays, that are not Tools, used in the Preclinical Development Program, upon request by BMS, CytomX shall transfer to BMS the CytomX Materials and Information to enable BMS to use such assays in support of BMS' research and development activities under this Agreement. Upon request by BMS, CytomX shall deliver to BMS (at BMS' expense) or dispose of any animals in CytomX's possession following completion of the Research Term or earlier termination of this Agreement by BMS pursuant to Section 13.3(a) or Section 13.5.

(b) Upon request by BMS during the Research Term for a Compound, CytomX shall transfer to BMS, and shall cause its Third Party manufacturers (if applicable) to transfer to BMS, CytomX's inventory of Compounds and Products *provided* that CytomX shall retain that portion of such inventory required by CytomX to fulfill its responsibilities under the Preclinical Plan. Nothing in this Section 3.9 shall modify BMS's obligations of confidentiality under Article 12.

3.10 Subcontracting. Except as provided in the Preclinical Plan or as may be specifically permitted by the JRC, CytomX shall not (sub)contract any of the work for which it is responsible in the performance of the Preclinical Development Program. In the case of any (sub)contracting of Preclinical Development Program activities by a Party to a Third Party, such Third Party must have entered into a written agreement with such Party that includes terms and conditions protecting and limiting use and disclosure of Confidential Information and Know-How at least to the same extent as under this Agreement; *provided* that the term of such Third Party's obligations regarding the use and disclosure of Confidential Information and Know-How may be limited to seven (7) years after the date of disclosure to the Third Party. Each Party is responsible for compliance by such Third Party with the applicable terms and conditions of this Agreement in the same way and to the same extent as such Party.

3.11 Animal Testing. In order to assure the appropriate care and use of animals used in the performance of the Preclinical Development Program by CytomX, CytomX agrees to the following:

(a) If CytomX is AAALAC accredited, it will follow procedures established as the basis of that accreditation. CytomX represents and covenants that it will use all reasonable efforts to maintain such AAALAC accreditation during the Research Term. Further, upon request by BMS, CytomX will provide BMS with a copy of the most recent accreditation letter and annual report. If during the course of the Preclinical Development Program CytomX loses its accreditation or receives any notice, warning or reprimand from AAALAC or any governmental or regulatory agency related to animal care and use, CytomX will promptly notify BMS in writing.

(b) If CytomX is not AAALAC accredited or loses its AAALAC accreditation at any time during the Research Term, it will, prior to the commencement (or continuation) of Preclinical Development Program studies using animals, provide BMS with sufficient documentation in such manner, format and frequency as BMS may require in its sole reasonable discretion, to assure appropriate care and use of animals. Such documentation may include, without limitation, government inspection reports, animal test methods, animal use protocols and any other written descriptions of animal care and use. CytomX will also comply with all Applicable Laws governing animal research.

(c) Whenever possible, live animals used as part of the Preclinical Development Program should remain the property of the applicable contract facility. Upon reasonable advance notice during the Research Term, representatives of BMS shall have the right to inspect the research facilities and to audit the care, treatment and use of the animals used in the Preclinical Development Program. This includes the right to review any correspondence with or reports from governmental agencies or accrediting organizations responsible for animal welfare or quality assurance.

3.12 Technology Transfer to BMS. Without limiting the licenses and other rights and obligations under this Agreement (including the rights granted to BMS under Article 7, and CytomX's

obligation to transfer CytomX Manufacturing Technology and Manufacturing Technology Documentation under Article 6), CytomX shall, at no additional charge to BMS, deliver, and cause its Affiliates, to deliver, to BMS within thirty (30) days following the Effective Date (and, thereafter during the Research Term, no less frequently than on a quarterly basis) all data, information and reports, in each case within the CytomX Know-How in its possession relating to Compounds, which is reasonably necessary or useful for the Development, manufacture, and/or Commercialization of Compound or Product. In addition, CytomX shall promptly disclose to BMS' Patent Contact any new CytomX inventions that embody any Product Specific Patents. CytomX shall, upon reasonable request by BMS during the Term, provide BMS with copies, and permit inspection by BMS of, its raw data and information for purposes of supporting or maintaining the Regulatory Approval for Product. CytomX shall at no cost to BMS, provide reasonable consultation and assistance for the purpose of transferring to BMS such CytomX Know-How to the extent reasonably necessary or useful for BMS to Develop and Commercialize Compound or Product in the Field.

3.13 Use of Third Parties. BMS may retain Third Parties to perform Development activities subject to the terms of this Agreement. Any such Third Parties performing Development activities hereunder shall be subject to confidentiality and non-use obligations consistent with those set forth in this Agreement; *provided* that the term of such Third Party's obligations regarding confidentiality and non-use may be limited to seven (7) years after the date of disclosure to the Third Party. BMS shall remain responsible and liable for the performance by its Affiliates or permitted Third Party contractors of those of its obligations under this Agreement that it (sub)licenses or delegates to an Affiliate or Third Party contractor.

3.14 Inspection of CytomX Records. Upon reasonable prior notice, CytomX shall permit an independent nationally recognized certified public accounting firm (subject to obligations of confidentiality to CytomX), appointed by BMS and reasonably acceptable to CytomX, to inspect the applicable records of CytomX to verify the Preclinical Development Program Costs (including the level of FTE effort); *provided* that such inspection shall not occur more often than once per Calendar Year, unless a material error is discovered as part of such inspection in which case BMS shall have the right to conduct a more thorough inspection for such period. Any inspection conducted under this Section 3.18 shall be at the expense of BMS. Any overpayment by BMS to CytomX shall be credited against future amounts due by BMS to CytomX. Any underpayment by BMS shall be paid in the next quarterly reimbursement to CytomX or within forty-five (45) days, whichever is later.

4. DEVELOPMENT AND REGULATORY MATTERS

4.1 Development.

(a) **Development Responsibilities.** Except for CytomX' responsibilities in the conduct of the Preclinical Development Program, BMS shall have the sole right and responsibility for the Development of Compounds and Products in the Field in the Territory during the Term at its own cost and expense (including responsibility for all funding, resourcing and decision-making), including whether to advance Compounds into Development and to terminate this Agreement with respect to a Collaboration Target. BMS, by itself or through its Affiliates and Sublicensees, shall use Diligent Efforts to Develop and obtain Regulatory Approval for at least one Compound or Product in the Field for each Collaboration Target in accordance with a development plan for the purpose of obtaining a Regulatory Approval in the Major Markets.

(b) **Development Records**. BMS shall prepare and maintain and shall cause its Affiliates and Sublicensees to prepare and maintain reasonably complete and accurate records regarding the Development of Compounds and Products in the Field in the Territory.

(c) **Development Reports by BMS**. On a semi-annual basis, BMS shall provide to CytomX a summary report regarding the status of Development efforts for Compounds and Products on a Collaboration Target-by-Collaboration Target basis. Such report shall contain sufficient detail to enable CytomX to assess BMS's compliance with its Development obligations in this Section 4.1. Such reports shall be Confidential Information of BMS pursuant to Article 12.

4.2 Regulatory Matters for Product. BMS shall have sole responsibility and decision-making authority with respect to regulatory matters for Compounds and/or Products (including the content of any regulatory filing or dossier, pharmacovigilance reporting, labeling, safety, and the decision to file or withdraw any MAA or to cease or suspend any Clinical Trial). BMS shall have sole responsibility for preparing and submitting all Regulatory Materials for Products in the Field in the Territory, including preparing, submitting and holding all INDs and MAAs for Products. CytomX shall reasonably cooperate with BMS and provide to BMS all Information Controlled by CytomX, in each case as may be reasonably requested by BMS, in order to prepare or support any Regulatory Materials for Products in the Field in the Territory and interactions with any Regulatory Authority in connection with Development and/or Regulatory Approval of Products. BMS will own all Regulatory Materials for Products and all such Regulatory Materials shall be submitted in the name of BMS (or its Affiliate or Sublicensee, as applicable). For clarity, nothing in this Section 4.2 shall be deemed to transfer ownership of any Information provided by CytomX to BMS for use in preparing and submitting such Regulatory Materials.

4.3 Notice of Regulatory Action. If any Regulatory Authority takes or gives notice of its intent to take any regulatory action with respect to any activity of CytomX related to the Preclinical Development Program or otherwise directed to Compounds or Products, then CytomX shall promptly notify BMS through the JRC, or Alliance Manager after Research Term, of such contact, inspection or notice or action. To the extent applicable, CytomX shall be responsible for preparing draft responses to any such regulatory action and to provide such draft responses to BMS through the JRC or Alliance Manager after Research Term. The JRC (and BMS) shall review and comment on any such responses to Regulatory Authorities that pertain to the Compounds and/or Products; *provided* that BMS shall have the final decision making authority with respect to such responses to the extent relating to the Compounds and/or Products.

4.4 No Use of Debarred Person. During the Term, each Party agrees that it will not use any employee or consultant that is debarred by any Regulatory Authority or, to the best of such Party's knowledge, is the subject of debarment proceedings by any Regulatory Authority. If either Party learns that any employee or consultant performing on its behalf under this Agreement has been debarred by any Regulatory Authority, or has become the subject of debarment proceedings by any Regulatory Authority, such Party will promptly notify the other Party and will prohibit such employee or consultant from performing on its behalf under this Agreement.

4.5 Standards of Conduct. BMS shall perform, and shall use reasonable efforts to ensure that its Affiliates, Sublicensees and Third Party contractors perform, its Development activities with respect to the Product in good scientific manner, and in compliance in all material respects with the requirements of Applicable Law.

5. COMMERCIALIZATION

5.1 Commercialization of Products. BMS shall have the sole right and responsibility for the Commercialization of Products in the Field in the Territory at its cost and expense. BMS will use Diligent Efforts to Commercialize each Product in the Major Markets for which BMS receives Regulatory Approval for such Product.

5.2 Commercialization Report. For each Calendar Year following Regulatory Approval for a Product in a Major Market, BMS shall provide to CytomX semi-annually a written report that summarizes the Commercialization activities on a Collaboration Target-by-Collaboration Target basis performed by BMS, and its Affiliates and Sublicensees in the Major Markets since the prior report by BMS. Such report shall contain sufficient detail to enable CytomX to assess BMS's compliance with its Commercialization obligations in Section 5.1. Such reports shall be Confidential Information of BMS pursuant to Article 12.

5.3 Decision-Making Authority. BMS shall have the sole decision-making authority for the operations and Commercialization strategies and decisions, including funding and resourcing, related to the Commercialization of Products.

6. MANUFACTURING

6.1 Overview. BMS will have the exclusive right and shall be solely responsible for the manufacture (including having a Third Party manufacture on its behalf) of all Compounds and Products (including all such manufacturing for use in Clinical Trials and for commercial sale), including all activities related to developing the process, analytics and formulation for the manufacture of clinical and commercial quantities of Compounds and/or Product, the production, manufacture, processing, filling, finishing, packaging, labeling, inspection, receiving, holding and shipping of Compounds and/or Products, or any raw materials or packaging materials with respect thereto, or any intermediate of any of the foregoing, including process and cost optimization, process qualification and validation, commercial manufacture, stability, in-process and release testing, quality assurance and quality control.

6.2 Transfer of Manufacturing Technology. Upon request by BMS during the Research Term and for a period of five (5) years thereafter for purposes of establishing manufacturing capability for Compound and/or Product, CytomX shall transfer to BMS (or to a Third Party manufacturer designated by BMS in accordance with Section 6.3), the CytomX Manufacturing Technology, in order to enable BMS (or its Third Party manufacturer) to use the CytomX Manufacturing Technology for the sole purposes of the manufacture of the Compounds and/or Products and to replicate the processes employed by or on behalf of CytomX (including any Third Party manufacturer of CytomX). Such transfer shall include a written description of such CytomX Manufacturing Technology (the "**Manufacturing Technology Documentation**"). As applicable, if requested by BMS, CytomX shall (and will use Diligent Efforts to ensure that any CytomX Third Party manufacturer will) cooperate with and provide reasonable technical assistance (including on-site assistance) and consultation, at a reasonable consulting rate CytomX, provided that the first [***] hours of consultation will be provided by CytomX at no cost to BMS, as reasonably requested by BMS in connection with the transfer and the implementation of such CytomX Manufacturing Technology by BMS or its Third Party manufacturer, and to enable BMS or its Third Party manufacturer to use such CytomX Manufacturing Technology to manufacture Compounds and/or Products and to obtain Regulatory Approval for (including the CMC, DMF or other regulatory filings relating thereto) the process for the manufacture of Compounds and/or Products. All such Manufacturing Technology Documentation shall be in the English language, and in sufficient detail and clarity for BMS or its Third Party manufacturer to understand and use the manufacturing processes disclosed thereunder. If available in electronic form, the Manufacturing Technology Documentation shall be provided in electronic format.

6.3 Third Party Manufacturing. BMS may exercise any of its manufacturing rights with respect to Compounds and Products through one or more Third Party manufacturers, *provided* that the Third Party manufacturer undertakes in writing obligations of confidentiality and non-use regarding Confidential Information of CytomX (including CytomX Know-How received by such Third Party manufacturer under Section 6.2 above) that are substantially the same as (although may be shorter in duration than, *provided* that such duration shall not be less than five (5) years from the effective date of the written obligation) those undertaken by the Parties pursuant to Article 12 hereof.

6.4 Improvements in the Manufacture of Compounds. During the Term, CytomX shall disclose to BMS through the JRC (or if the JRC is not constituted, through the Alliance Managers) any improvements made or developed with respect to the manufacture of Compounds within the CytomX Know-How, and methods and materials used in the manufacture of Compounds (including starting materials for the synthesis of Compounds) Controlled by CytomX ("**Improvements**"). Upon request by BMS, CytomX will provide BMS with the CytomX Know-How in CytomX's or its Affiliate's Control that are necessary or reasonably useful for BMS or its Third Party manufacturer to use such Improvements in the manufacture of Compounds.

7. GRANT OF RIGHTS AND LICENSES

7.1 License to BMS.

(a) Subject to the terms and conditions of this Agreement, CytomX hereby grants to BMS an exclusive (even as to CytomX) license, with the right to grant sublicenses as provided in Section 7.2, under the Product Specific Patents to research, develop, make, have made, use, sell, offer for sale, export and import (including the exclusive right to Develop, have Developed, Commercialize and have Commercialized) Compounds, alone or as incorporated in Products in the Territory (including, for clarity, the Masks and Antibodies set forth on Schedule 1.30, or any Compounds comprising such materials); *provided* that BMS covenants to CytomX that BMS, and its Affiliates and Sublicensees, shall only practice under such exclusive license in the Field in the Territory.

(b) Subject to the terms and conditions of this Agreement, CytomX hereby grants to BMS an exclusive (even as to CytomX) license, with the right to grant sublicenses as provided in Section 7.2, under the CytomX Technology to research, develop, make, have made, use, sell, offer for sale, export and import (including the exclusive right to Develop, have Developed, Commercialize and have Commercialized) Compounds, alone or as incorporated in Products, in the Field in the Territory.

(c) BMS (working alone or in collaboration with Third Parties) shall have the right to use the Compounds and CytomX Information related to such Compounds and the Collaboration Targets for research purposes in support of BMS' research programs on the Collaboration Targets, *provided* that any such Third Party shall be bound by obligations with respect to the use and disclosure of CytomX Confidential Information in accordance with Article 12.

(d) BMS's rights under this Section 7.1 include the right to modify Compounds, provided no substantive changes shall be made to Mask or Substrate of such Compound other than modifications to Mask or Substrate made in the course of optimizing a Compound or a Product, and provided that BMS may make any changes to the Antibody portion of the Compound.

7.2 Sublicensing by BMS. BMS shall have the right to sublicense any or all of the development or commercialization rights granted to it by CytomX under this Agreement. In connection with any such sublicensing, BMS may disclose and provide to such permitted Sublicensees any applicable CytomX Know-How and CytomX Materials in connection therewith. BMS shall ensure that each of its Sublicensees is bound by a written agreement that is consistent with, and subject to the terms and conditions of, this Agreement. In addition, BMS shall be responsible for the performance of any of its Sublicensees that are exercising rights under a sublicense of the rights granted by CytomX to BMS under this Agreement, and the grant of any such sublicense shall not relieve BMS of its obligations under this Agreement, except to the extent they are satisfactorily performed by any such Sublicensee(s). No later than five (5) Business Days following the execution of each sublicense to a Third Party as provided in this Section 7.2, BMS shall provide CytomX with a copy of such sublicense agreement; provided that the financial terms of any such sublicense agreement may be redacted.

7.3 Licenses to CytomX.

(a) Grant Back. Subject to the terms and conditions of this Agreement, BMS hereby grants back to CytomX a non-exclusive, non-sublicensable, royalty-free license under the CytomX Technology and Product Specific Patents licensed pursuant to Section 7.1 solely to conduct the Preclinical Development Program, and not for any other purpose.

(b) Research License. Subject to the terms and conditions of this Agreement, BMS hereby grants back to CytomX a limited, non-exclusive, non-sublicensable, royalty-free license BMS intellectual property rights covering the BMS Information or Materials provided to CytomX and any Sole Inventions owned by BMS, solely to conduct the Preclinical Development Program, and not for any other purpose.

(c) Grant to Probody-Specific Improvements. Subject to the terms and conditions of this Agreement, BMS hereby grants to CytomX a non-exclusive, sublicensable, royalty-free license under the Sole Inventions owned by BMS to the extent such Sole Inventions owned by BMS (a) pertain to modifications to any Substrates or Masks, or (b) are primarily for use with, and generally applicable to, Probodies.

7.4 No Other Rights. Except for the rights expressly granted under this Agreement, no right, title, or interest of any nature whatsoever is granted whether by implication, estoppel, reliance, or otherwise, by a Party to the other Party. All rights with respect to Information, Patent or other intellectual property rights that are not specifically granted herein are reserved to the owner thereof. Without limiting the foregoing, nothing herein shall be deemed to grant to BMS a right or license to any active pharmaceutical ingredient other than the Compounds and any related Masks and Substrates. For clarity, no rights to any technology or intellectual property owned by ImmunoGen, Inc. and licensed by CytomX are granted to BMS under this Agreement.

7.5 Public Domain Information. Nothing in this Agreement shall prevent BMS or its Affiliates from using for any purpose any Know-How or other Confidential Information that is in the public domain.

7.6 Certain Rights and Obligations Under the Existing License Agreements. Notwithstanding any other provision of this Agreement, the following provisions shall apply.

(a) In the event of any purported or actual breach (or threatened termination) of any Existing License Agreement, CytomX shall give notice to BMS of such breach or termination. Without limiting any other right or remedy of BMS under this Agreement and in order to prevent, ameliorate, mitigate or cure a breach of any of the Existing License Agreements, in the event that CytomX fails to perform any of its obligations under any of such Existing License Agreements (except to the extent that a breach by BMS of its obligations under this Agreement or any other act or omission by BMS prevents such performance by CytomX), which failure is not cured within thirty (30) days after written notice from BMS, BMS may perform such obligation on behalf of CytomX, at CytomX's expense, and CytomX shall reimburse BMS for its costs (including both its out-of-pocket costs and internal costs) in connection with such performance or BMS shall be entitled to credit any such costs against any future payments otherwise owed to CytomX. This Agreement sets forth the obligations of the Parties *inter se*, and nothing in this Agreement (including any standard of effort set forth herein) shall limit or modify the obligations of CytomX under the Existing License Agreements.

(b) To the extent that CytomX is permitted to assert against an Existing Third Party Licensor a claim on behalf of BMS (as CytomX's sublicensee) for specific performance of any covenant of an Existing Third Party Licensor contained in the applicable Existing License Agreement, CytomX shall use reasonable efforts to cooperate with BMS (at BMS' expense) to permit BMS to assert such claim or request for specific performance by such Existing Third Party Licensor, including, if necessary, allowing BMS to bring such claim in the name of CytomX; *provided* that BMS shall give CytomX written notice of any proposed settlement with such Existing Third Party Licensor and a reasonable opportunity to review and comment on such proposed settlement, and BMS shall not enter into any settlement with such Existing Third Party Licensor that could reasonably be viewed as materially adversely affecting the rights of CytomX hereunder or under the applicable Existing License Agreement, without CytomX's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned).

(c) Whenever CytomX provides any report, notice or other communication to an Existing Third Party Licensor relating to Compounds, Products and/or this Agreement in compliance with any of the obligations under the Existing License Agreements, to the extent such communication would adversely affect BMS' rights under the Existing License Agreement, CytomX shall provide a copy of such report or notice to BMS at least ten (10) days prior to the time such report, notice or communication is provided to such Existing Third Party Licensor or, if it is impracticable to provide such copy at least ten (10) days ahead of time, CytomX shall provide such copy to BMS as early as practicable prior to the provision thereof to such Existing Third Party Licensor. CytomX shall have no obligation to disclose to BMS any confidential information of any Third Party or of CytomX contained in any such report, and any information provided by CytomX to BMS may be redacted to remove any such information.

(d) Whenever CytomX receives any report, notice or other communication relating to Compounds, Products and/or this Agreement from an Existing Third Party Licensor with respect to the applicable Existing License Agreement and which report, notice or other communication would have a material adverse effect on this Agreement (including any notice with respect to any default, breach or termination of the Existing License Agreement), CytomX shall promptly provide a copy of such report, notice or other communication to BMS. CytomX shall have no obligation to disclose to BMS any confidential information of any Third Party (other than the Existing Third Party Licensor) contained in any such report, notice or other communication and any information provided by CytomX to BMS may be redacted to remove any such information.

(e) CytomX shall, if reasonably requested by BMS, take commercially reasonable efforts to exercise any of CytomX's rights, or to enforce any material obligation of an Existing Third Party Licensor, at CytomX's expense, under the applicable Existing License Agreement, in each case as it relates to a Compound and/or Product.

(f) CytomX shall not agree or consent to any amendment, supplement or other modification to the Existing License Agreement, in each case in a manner that could reasonably be viewed as materially adversely affecting the rights sublicensed to BMS under this Agreement, without BMS' prior written consent (such consent not to be unreasonably withheld, delayed or conditioned).

(g) CytomX shall not terminate, and shall use reasonable efforts to not take or fail to take any action that would permit the Existing Third Party Licensor to terminate, any Existing License Agreement (either unilaterally or by mutual agreement with the applicable Existing Third Party Licensor), or any right thereunder which would have an adverse effect on the rights sublicensed to BMS under this Agreement, without the prior written consent of BMS, which consent may be given or withheld in BMS' sole discretion, in each case as it relates to or impacts the rights sublicensed to BMS under this Agreement.

(h) Except to the extent permitted under Section 17.9, CytomX shall not during the Term grant any Lien (or permit any Lien to attach) with respect to this Agreement or any of the Product Specific Patent Rights, that could adversely impact BMS' rights thereunder. For sake of clarity, any breach of this sub-Section by CytomX that is not cured within ten (10) Business Days after written notice thereof shall be deemed a material breach of this Agreement., provided that it shall not be deemed a breach of this Agreement for CytomX to grant a Lien under which the lienholder takes a Lien subject to the licenses granted hereunder.

8. PAYMENTS

8.1 Upfront Payment and Equity Investment.

(a) BMS shall pay CytomX a signing payment of fifty million Dollars ($50,000,000) within ten (10) Business Days after the Effective Date. Such payment shall be noncreditable and nonrefundable.

(b) Subject to, and contingent upon, compliance by CytomX with all applicable securities laws, rules, and regulations, and the approval by the lead underwriter of BMS' participation, and, subject to the limitations set forth in this Section 8.1(b), the number of shares to be allocated to BMS in any initial public offering of CytomX common stock to be outstanding immediately following the closing of the CytomX IPO. CytomX shall furnish to BMS for its prior review and comment copies of those portions of all documents proposed to be filed by or on behalf of CytomX with any Governmental Authority in connection with any CytomX IPO that refer to BMS or its participation in the IPO (or in any purchase of BMS Shares in connection with such IPO), and CytomX will not file or otherwise provide to any Governmental Authority or any other Person in connection with a CytomX IPO any document which references this Agreement or BMS' obligation to purchase or its purchase of shares pursuant to this Section 8.1(b) without complying with Section 12.2 above. If following the good faith, written opinion of CytomX' legal counsel, BMS' participation in the IPO may violate applicable securities laws, then upon notification by CytomX, BMS shall, in lieu of participating in the IPO, purchase all of the BMS Shares in a private placement concurrently with the closing of the IPO at the same price per share as the IPO price per share.

8.2 Additional Target Payments. If BMS elects to designate an Additional Target, BMS shall pay to CytomX a payment of ten million Dollars ($10,000,000) for the first such Additional Target and

fifteen million Dollars ($15,000,000) for the second such Additional Target (each, an "**Additional Target Payment")**. For clarity, no additional payments including Additional Target Payment shall be payable where BMS elects to designate a Substitute Target. Each Additional Target Payment shall be payable within the earlier of: (i) ten (10) Business Days following the date that a revised Preclinical Plan is finalized and approved by the JRC to include the work on the applicable Additional Collaboration Target and (ii) sixty (60) Business Days following the date that BMS is notified in writing in accordance with Section 3.3(d) above that the applicable Additional Collaboration Target is not an Excluded Target.

8.3 Development Milestone Payments for Compounds or Products.

(a) BMS shall pay to CytomX the milestone payments set forth in Table 1 for each Collaboration Target within sixty (60) days after the first achievement of the specified milestone event by BMS, its Sublicensees or their Affiliates for a Compound or Product directed to a given Collaboration Target, *provided* that (i) the payment amounts set forth in Table 1 shall only apply to the first Compound or Product for a given Collaboration Target to reach the milestone event, provided that subsequent milestone events that were not achieved by the first Product for such Collaboration Target may be met by another Compound or Product for the same Collaboration Target, and (ii) the payment amounts set forth in Table 1 shall be subject to Section 8.3(b). Such payments shall be noncreditable (except as set forth in Section 8.3(b) below) and nonrefundable. BMS shall provide written notice to CytomX within ten (10) Business Days after the first achievement of the specified milestone event by BMS or its Affiliates and within twenty (20) Business Days after the first achievement of the specified milestone event by its Sublicensees or their Affiliates.

Table 1

	Event	1st Indication	2nd Indication	3rd Indication
1	ECN designation by BMS	$ 2,000,000	N/A	N/A
2	IND Filing	[***]	[***]	[***]
3	Dose 1st Patient in a 1st Phase 2 Clinical Trial	[***]	[***]	[***]
4	Dose 1st Patient in a 1st Phase 3 Clinical Trial	[***]	[***]	[***]
5	BLA Filing in US	[***]	[***]	[***]
6	MAA Filing	[***]	[***]	[***]
7	BLA Filing in Japan	[***]	[***]	[***]
8	First Commercial Sale in US	[***]	[***]	[***]
9	First Commercial Sale in EU	[***]	[***]	[***]
10	First Commercial Sale in Japan	[***]	[***]	[***]
	Total	[***]	[***]	[***]

(b) The milestone payments set forth above shall be payable by BMS to CytomX for a given Collaboration Target upon the first achievement of the milestone event for the first Compound or Product for such Collaboration Target to achieve such milestone event, provided that subsequent milestone events that were not achieved by the first Compound or Product for such Collaboration Target could be met by another Compound or Product for the same Collaboration Target. If a milestone becomes due with respect to a Product for a specific Collaboration Target and Indication before an earlier listed Development milestone (i.e., milestones 1 through 4 in the above Table 1) became due for such Indication for any reason, then the earlier listed milestones for such Indication shall be payable upon achievement of the later listed

milestone. For example, if Milestone 4 becomes due prior to the payment of Milestone 3, then upon achievement of Milestone 4, both the [***] Milestone 4 and the [***] Milestone 3 would be payable. For clarity, if any of Milestones 5-10 is achieved before any of Milestones 1-4, then each Milestones 1-4 (to the extent not previously paid by BMS) would be payable on achievement of the Milestone 5-10. Milestone payments for second (2nd) and third (3rd) Indications with respect to a given Product would be deferred until the achievement of First Commercial Sale (in the applicable territory) for the 1st Indication with respect to such Product. In addition, if Development is discontinued for a Product for a given Collaboration Target before First Commercial Sale is obtained for that Product, the previously paid milestone payments for that Product will be applied and credited toward the milestone payments for the next Product for that Collaboration Target in Development. Once First Commercial Sale is obtained for a Product for a given Collaboration Target, any deferred milestone payments for such Collaboration Target still continuing in Development will be due.

(c) The term "**Indication**" as used herein means, with respect to a Compound or Product, the use of that Compound or Product for the treatment, prevention, mitigation or cure of: (i) any cancer with a particular organ of origin, histology or genetic subtype; or (ii) any disease that is not a cancer but requires a separate clinical development program to achieve Regulatory Approval. Different lines of therapy for the same tumor type (e.g., 1st line NSCLC and 2nd line NSCLC) shall not be deemed different Indications.

8.4 Sales Milestone Payments.

(a) A milestone payment of [***] shall be payable when the total Net Sales within a given Calendar Year of a Product in the Territory by BMS, its Affiliates and Sublicensees first reaches more than one billion Dollars ($1,000,000,000).

(b) A milestone payment of [***] shall be payable when the total Net Sales within a given Calendar Year period of a Product in the Territory by BMS, its Affiliates and Sublicensees first reaches more than two billion Dollars ($2,000,000,000).

(c) A milestone payment of [***] shall be payable when the total Net Sales within a given Calendar Year period of a Product in the Territory by BMS, its Affiliates and Sublicensees first reaches more than three billion Dollars ($3,000,000,000).

(d) The sales based milestones set forth in clauses (a) through (c) above shall be payable one time for a particular Collaboration Target within sixty (60) days following the end of the Calendar Year in which the first Product for such Collaboration Target first reaches the Net Sales threshold, but in any event shall not exceed $60 million in the aggregate.

8.5 Royalty Payments to CytomX.

(a) **General**. Subject to the other provisions of this Article 8 and other provisions of this Agreement, in consideration of the licenses granted by CytomX to BMS hereunder to the CytomX Technology and Product Specific Patents, BMS shall pay to CytomX royalties based on the Net Sales of each Product during the applicable Royalty Term for such Product. The royalty payable with respect to each particular Product shall be based on the level of total annual Net Sales of such Product in the Territory in a given Calendar Year period by BMS, its Affiliates and Sublicensees, with the royalty rate tiered based upon the level of such total annual Net Sales of such Product in the Territory in such Calendar Year period.

Royalties shall be calculated by multiplying the applicable royalty rates by the corresponding amount of the portion of Net Sales of the applicable Product within each of the Net Sales tiers during such Calendar Year as set forth below.

(b) **Royalty on Products.** BMS will pay to CytomX a royalty on Net Sales of Products, on a Product-by-Product basis, by BMS, its Affiliates and Sublicensees in the Territory in the Field based on the Net Sales tiers and royalty rates as set forth in the table below (the "**Base Royalty Rate**") (subject to any offsets or reductions set forth below in this Section 8.5).

Table 2

Base Royalty Rate	Portion of Total Annual Net Sales in the Territory (Determined Separately for Each Product)
[***]%	Up to and equal to $1 billion;
[***]%	Greater than $1 billion and less than or equal to $2 billion;
[***]%	Greater than $2 billion and less than or equal to $3 billion;
[***]%	Greater than $3 billion and less than or equal to $4 billion;
[***]%	Greater than $4 billion and less than or equal to $5 billion; and
[***]%	Greater than $5 billion.

For clarity, the Net Sales thresholds in the table above shall be determined on a Product-by-Product basis. By way of example, if the total annual Net Sales of a Product in the Territory in a particular Calendar Year are $2.8 billion, the amount of royalties payable hereunder shall be calculated as follows (subject to any applicable reductions under this Section 8.5): ([***]% x $1 billion) + ([***]% x $1 billion) + ([***]% x $800 million) = $[***] million.

Notwithstanding the foregoing, subject to the last sentence of clause 8.5(f) below, in each country where there is no Valid Claim of the Product Specific Patents or CytomX Patent Rights that would be infringed by the sale of such Product in such country absent a license with respect to such Product Specific Patents or CytomX Patent Right under this Agreement, then the Base Royalty Rate (subject to any offsets or reductions set forth below in this Section 8.5) as applied to the sale of such Product in each such country shall be reduced by fifty percent (50%) (i.e., the Base Royalty Rate shall be ½ the rates set forth above in Table 2 above).

(c) **Third Party Payments.**

(i) CytomX shall bear all Third Party license payments, milestones, royalties and other payments owed with respect to a Compound and/or Product (including payments with respect to methods of making, using, selling, and/or identifying such Compounds and Products) involving (A) intellectual property (including Patents) that is licensed or otherwise acquired by CytomX as of the Effective

Date or within two (2) years subsequent to the Effective Date (including, any payment obligations of CytomX under the Existing License Agreements) and/or (B) intellectual property for which CytomX received written notice of potential infringement from a Third Party prior to the Execution Date and did not disclose same to BMS in writing prior to the Execution Date.

(ii) If, after the date that is two (2) years subsequent to the Effective Date, CytomX acquires from a Third Party rights to intellectual property ("**Future In-Licensed IP**"), the following shall apply:

(a) If such Future In-Licensed IP pertains to Masks, Substrates or the incorporation of Masks or Substrates into a Probody (such intellectual property, "Platform IP"), CytomX will be responsible for any license fees, milestones, royalties or other payments owing to such Third Party with respect to such Platform IP.

(b) If such Future In-Licensed IP is not Platform IP, but would otherwise be included within the CytomX Technology or Product Specific Patent Rights, then CytomX shall disclose the terms and conditions of the agreement under which such Future In-Licensed IP was acquired, to enable BMS to evaluate and elect, in its sole discretion, whether or not to include such Future In-Licensed IP within the CytomX Technology or Product Specific Patents, as applicable. If BMS so elects to include such Future In-Licensed IP as CytomX Technology or Product Specific Patents, as applicable, then BMS shall be responsible for payments that become due under such Third Party agreement with respect to the Development and Commercialization of Compounds or Products by BMS and its Affiliates and Sublicensees. If BMS does not elect to include such Future In-Licensed IP, then (1) CytomX shall not use such Future In-Licensed IP in the course of performing any Preclinical Plan activities, (2) CytomX shall not incorporate such Future In-Licensed IP in any Compound being Developed by CytomX under any applicable Preclinical Plan, (3) such Future In-Licensed IP shall not be deemed CytomX Technology or Product Specific Patents, and (4) BMS shall have no right or license under any rights granted under such Third Party agreement.

(iii) Subject to Section 9.9, if BMS, in its good faith judgment, believes that it is necessary to obtain a license from any Third Party under any Patent in order to Develop, manufacture or Commercialize any Compound or Product, and such Third Party licenses would not be necessary but for such Compound(s) or Product(s) being a Probody (including, by way of example, any additional manufacturing processes that are necessary due to such Compound(s) or Product(s) being a Probody), BMS' royalty obligations set forth above shall be reduced by fifty percent (50%) of the amount of the payments made by BMS to such Third Party on account of such license, *provided* that the royalties paid shall not be reduced in any such event below fifty percent (50%) of the amount that would otherwise be due pursuant to Section 8.3(b) with respect to any calendar quarter. If, but for the proviso in the preceding sentence, the deduction under this Section 8.3(c)(iii) would have reduced a royalty payment made by BMS by more than fifty percent (50%), then the amount of such deduction that exceeds fifty percent (50%) will be carried over to subsequent royalty payments until the full amount that BMS would have been entitled to deduct (absent the above limitation) is deducted.

(d) **Biosimilar Competition.** During the portion of the applicable Royalty Term in a particular country where there are one or more products being sold in such country that are Biosimilar Products with respect to such Product, then the Base Royalty Rates set forth in Section 8.5(b), as adjusted by Section 8.5(c)(ii), with respect to such Product shall be reduced as follows:

(i) by twenty five percent (25%), in the event that in any calendar quarter such Biosimilar Product(s), by unit equivalent volume in such country, exceed a twenty-five percent (25%) share of the market;

(ii) by thirty-seven and one-half percent (37.5%), in the event that in any calendar quarter such Biosimilar Product(s), by unit equivalent volume in such country, exceed a thirty-seven and one-half percent (37.5%) share of the market; and

(iii) by fifty percent (50%), in the event that in any calendar quarter such Biosimilar Product(s), by unit equivalent volume in such country, exceed a fifty percent (50%) share of the market.

For purposes of this Section 8.5(d), "market" refers to the aggregate of the sales of the Biosimilar Product(s) and the applicable Product in a country.

(e) **One Royalty.** For clarity, only one royalty shall be due to CytomX with respect to the same unit of Product.

(f) **Royalty Term.** Royalties payable by BMS to CytomX under Section 8.5 shall be paid on a Product-by-Product and country-by-country basis until the later of (i) twelve (12) years after First Commercial Sale of the applicable Product in such country, (ii) expiration in such country of the last Valid Claim of the last-to-expire Product Specific Patent or CytomX Patent Right that would be infringed by the sale of such Product in such country absent a license with respect to such Product Specific Patents or CytomX Patent Right under this Agreement, or (iii) expiration of any applicable regulatory, pediatric, orphan drug or data exclusivity with respect to such Product (the "**Royalty Term**"). For clarity, BMS shall not owe royalties on Products sold in a country after expiration of the Royalty Term for such Product in such country. Upon the expiration of the Royalty Term with respect to a Product in a country, BMS shall have a fully-paid-up perpetual license under Section 7.1 for the making, using, selling, offering for sale and importing of such Product in such country. Notwithstanding the foregoing, if any BMS Patent Covers a Probody incorporating a Mask or Substrate that was modified pursuant to the Preclinical Plan or BMS' rights under Section 7.1(d), then, for the purpose of the last paragraph of Section 8.5(b) and the calculation of the Royalty Term under this Section 8.5(f), such BMS Patent will be deemed a Product Specific Patent.

(g) **Royalty Floor.** Notwithstanding the foregoing, in no event shall the royalties payable to CytomX during the Royalty Term be reduced to less than two percent (2.0%) by operation of clauses (b), (c) and (d) of this Section 8.5.

8.6 Offset for Payments to Existing Third Party Licensors. In the event that BMS pays or is required to pay any royalties, milestones or other payments to any Existing Third Party Licensor (a) with respect to any Compound or Product that CytomX would otherwise be required to pay under the corresponding Existing License Agreement, or (b) following the termination of the corresponding Existing License Agreement in connection with obtaining rights to CytomX Technology directly from the corresponding Existing Third Party Licensor that were sublicensed to BMS hereunder prior to such termination, then, notwithstanding anything in this Agreement to the contrary, BMS may deduct from any payment owed to CytomX hereunder, after all other applicable reductions, any such payment made by BMS to such Existing Third Party Licensor.

8.7 Royalty Payments and Reports. All amounts payable to CytomX pursuant to Section 8.5 shall be paid in Dollars within sixty (60) days after the end of the calendar quarter in which the applicable Net Sales were recorded. Each payment of royalties shall be accompanied by a royalty report providing a statement, on a Product-by-Product and country-by-country basis, of: (a) the amount of Net Sales of Products in the Territory during the applicable calendar quarter, (b) a calculation of the amount of royalty payment due in Dollars on such Net Sales for such calendar quarter, and (c) the amount of withholding taxes, if any, required by Applicable Law to be deducted with respect to such royalties.

8.8 Payment Method. All payments due under this Agreement to CytomX shall be made by bank wire transfer in immediately available funds to an account designated by CytomX. All payments hereunder shall be made in Dollars.

8.9 Taxes. CytomX will pay any and all taxes levied on account of all payments it receives under this Agreement. If laws or regulations require that taxes be withheld with respect to any payments by BMS to CytomX under this Agreement, BMS will: (i) deduct those taxes from the remittable payment, (ii) pay the taxes to the proper taxing authority, and (iii) send evidence of the obligation together with proof of tax payment to CytomX on a timely basis following that tax payment. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to CytomX. Each Party agrees to cooperate with the other Party in claiming refunds or exemptions from such deductions or withholdings under any relevant agreement or treaty which is in effect. The Parties shall discuss applicable mechanisms for minimizing such taxes to the extent possible in compliance with Applicable Law. In addition, the Parties shall cooperate in accordance with Applicable Law to minimize indirect taxes (such as value added tax, sales tax, consumption tax and other similar taxes) in connection with this Agreement.

8.10 Royalty on Sublicensee Sales. BMS shall have the responsibility to account for and report sales of any Product by a Sublicensee on the same basis as if such sales were Net Sales by BMS. BMS shall pay to CytomX such Sublicensee amounts when due under this Agreement.

8.11 Foreign Exchange. Conversion of sales recorded in local currencies to Dollars shall be performed in a manner consistent with BMS' normal practices used to prepare its audited financial statements for external reporting purposes.

8.12 Records. BMS shall keep, and shall cause its Affiliates and Sublicensees to keep, complete, true and accurate books of accounts and records sufficient to determine and establish the amounts payable incurred under this Agreement, and compliance with the other terms and conditions of this Agreement. Such books and records shall be kept reasonably accessible and shall be made available for inspection for a three (3) year period in accordance with Section 8.13 below.

8.13 Inspection of BMS Records. Upon reasonable prior notice, BMS shall permit an independent nationally recognized certified public accounting firm (subject to obligations of confidentiality to BMS), appointed by CytomX and reasonably acceptable to BMS, to inspect the audited financial records of BMS to the extent relating to payments to CytomX; *provided that* such inspection shall not occur more often than once per Calendar Year, unless a material error is discovered as part of such inspection in which case CytomX shall have the right to conduct a more thorough inspection for such period. If CytomX, after inspecting the audited financial records of BMS discovers material errors, then BMS shall permit an independent nationally recognized certified public accounting firm (subject to obligations of confidentiality to BMS), appointed by CytomX and reasonably acceptable to the BMS, to inspect the books and records described in Section 8.12; *provided* that such inspection shall not occur more often than once per Calendar

Year, unless a material error is discovered in such inspection in which case CytomX shall have the right to conduct an additional audit for such period. Any inspection conducted under this Section 8.13 shall be at the expense of CytomX, unless such inspection reveals any underpayment of the royalties due hereunder for the audited period by at least ten percent (10%), in which case the full costs of such inspection for such period shall be borne by BMS. Any underpayment shall be paid by BMS to CytomX within sixty (60) days with interest on the underpayment at the rate specified in Section 8.14 from the date such payment was originally due, and any overpayment shall be credited against future amounts due by BMS to CytomX.

8.14 Late Payments. Any payments or portions thereof due hereunder that are not paid on the date such payments are due under this Agreement shall bear interest at a rate equal to the lesser of: (a) one (1) percentage point above the prime rate as published by Citibank, N.A., New York, New York, or any successor thereto, at 12:01 a.m. on the first day of each calendar quarter in which such payments are overdue or (b) the maximum rate permitted by Applicable Law; in each case calculated on the number of days such payment is delinquent, compounded monthly.

8.15 Payments to or Reports by Affiliates. Any payment required under any provision of this Agreement to be made to either Party or any report required to be made by any Party shall be made to or by an Affiliate of that Party if designated in writing by that Party as the appropriate recipient or reporting entity.

9. PATENT PROSECUTION AND ENFORCEMENT

9.1 Ownership of Information and Inventions. Each Party will own all inventions (and Patents that claim such inventions) solely invented by or on behalf of it and/or its Affiliates and/or their respective employees, agents and independent contractors in the course of conducting its activities under this Agreement (collectively, "**Sole Inventions**"). All inventions invented jointly by employees, Affiliates, agents, or independent contractors of each Party in the course of conducting its activities under this Agreement (collectively, "**Joint Inventions**") and Joint Patents will be owned jointly by the Parties. Subject to a Party's obligations under applicable terms of this Agreement (e.g., licenses granted hereunder, confidentiality obligations, etc.) with respect to same, any Information generated during or resulting from a Party's activities under this Agreement may be used by such Party for any purpose. This Agreement will be understood to be a joint research agreement under 35 U.S.C. §103(c)(3) entered into for the purpose of researching, identifying and developing Compounds and Products under the terms set forth herein. Subject to the rights and licenses granted under this Agreement, it is understood that neither Party shall have any obligation to account to the other Party for profits, or to obtain any approval of the other Party to license, assign or otherwise exploit such Joint Inventions, by reason of joint ownership thereof, and each Party hereby waives any right it may have under the Applicable Law of any jurisdiction to require any such approval or accounting.

9.2 Prosecution of Product Specific Patents.

(a) BMS will have the first right, but not the obligation, to draft, file, prosecute and maintain (including any oppositions, interferences, reissue proceedings, reexaminations and post-grant proceedings) in all jurisdictions in the Territory the Product Specific Patents (such activities with respect to Patents being the "**Prosecution**", with the term "**Prosecute**" having the corresponding meaning). Such Prosecution of the Product Specific Patents shall be handled by outside counsel mutually agreed upon by the Parties that will jointly represent the Parties (the "**Patent Firm**"). Subject to Section 9.2(b) and (c), BMS shall bear one hundred percent (100%) of the Patent Prosecution Costs for the Product Specific Patents, and shall have lead responsibility and decision-making control for such Prosecution of the Product Specific Patents. For clarity, each Party will bear its own internal costs (i.e., those costs that are not Patent Prosecution Costs) with respect to its Prosecution activities for the Product Specific Patents.

(b) The Parties will cooperate in the Prosecution of the Product Specific Patents in all respects. BMS will keep CytomX fully informed of the Prosecution of the Product Specific Patents. CytomX will provide BMS all reasonable assistance and cooperation in its Prosecution efforts with respect to the Product Specific Patents, including providing any necessary powers of attorney and executing any other required documents or instruments for such Prosecution, as necessary to Prosecute the Product Specific Patents. BMS will provide CytomX with copies of any documents it receives or prepares in connection with such Prosecution, to enable CytomX to comment on it, and BMS will reasonably incorporate any of CytomX's comments in its BMS's filings or responses.

(c) In the event that BMS elects not to Prosecute in any country any Patent within the Product Specific Patents, BMS will give CytomX at least thirty (30) days' notice before any relevant deadline and provide to CytomX information it reasonably requests relating to the Product Specific Patent. CytomX will then have the right to assume responsibility, using patent counsel of its choice, for the Prosecution of such Product Specific Patent. If CytomX assumes responsibility for the Prosecution for any such Product Specific Patents as set forth above, then the Patent Prosecution Costs incurred by CytomX in the course of such Prosecution will thereafter be borne by CytomX, and such Product Specific Patent shall thereafter be deemed to be an Other CytomX Patent and BMS' license rights with respect to such Product Specific Patent (and any continuation or divisional thereof) under Section 7.1 shall become nonexclusive. The Parties will cooperate in such Prosecution in all respects. Each Party will provide the other Party all reasonable assistance and cooperation in such Prosecution efforts, including providing any necessary powers of attorney and executing any other required documents or instruments for such Prosecution. Each Party will provide the other Party with copies of any documents it receives or prepares in connection with such Prosecution and will inform the other Party of the progress of it. Before filing in connection with such Prosecution any document with a patent office, each Party will provide a copy of the document to the other Party sufficiently in advance to enable the other Party to comment on it, and the first Party will give due consideration to such comments.

(d) **Patent Term Extensions.** The Parties will confer regarding the desirability of seeking in any country any patent term extension, supplemental patent protection or related extension of rights with respect to the Product Specific Patents. BMS shall have the sole right, but not the obligation, to apply for any such extension or protection. Neither Party will proceed with such an extension until the Parties have consulted with one another and agreed to a strategy therefor, *provided* that in the case where the Parties are unable to reach consensus, BMS will have the final decision-making authority with respect to such decision; *provided further* that such decision will be made in accordance with Applicable Law so as to maximize marketing exclusivity for the Product in the Field. Without limiting the foregoing, CytomX covenants that it will not seek patent term extensions, supplemental protection certificates, or similar rights or extensions for the Product Specific Patents without the prior written consent of BMS, not to be unreasonably withheld. Each Party will cooperate fully with and provide all reasonable assistance to the other Party and use all commercially reasonable efforts consistent with its obligations under Applicable Law (including any applicable consent order or decree) in connection with obtaining any such extensions for the Product Specific Patents consistent with such strategy. To the extent reasonably and legally required in order to obtain any such extension in a particular country, each Party will make available to the other a copy of the necessary documentation to enable such other Party to use the same for the purpose of obtaining the extension in such country. If BMS seeks a patent term extension, supplemental patent protection or related extension of rights with respect to any BMS Patent covering a Product, then for the purpose of calculating the Royalty Term, the last-to-expire Patent among the CytomX Patent Rights or Product Specific Patent will be deemed to be extended by the same amount of time as the BMS Patent.

9.3 Data Exclusivity. As applicable, BMS will have the sole right and authority for securing, maintaining and enforcing exclusivity rights that may be available under Applicable Law in a country for a Product, such as any data, market, pediatric, orphan drug or other regulatory exclusivity periods. CytomX will cooperate fully with and provide all reasonable assistance to BMS and use all commercially reasonable efforts consistent with its obligations under Applicable Law (including any applicable consent order or decree) to seek, maintain and enforce all data exclusivity periods available for the Products.

9.4 Prosecution of Other Patents

(a) **Joint Patents That Are Not CytomX Patent Rights or Product Specific Patents.** This Section 9.4(a) will apply only to Joint Patents that are not CytomX Patent Rights or Product Specific Patents. BMS will have the first right, but not the obligation, to Prosecute in all jurisdictions all Joint Patents that are not CytomX Patent Rights or Product Specific Patents. If BMS determines in its sole discretion to abandon, cease prosecution of or otherwise not file or maintain any such Joint Patent in any jurisdiction, then BMS will provide CytomX written notice of such determination at least thirty (30) days before any deadline for taking action to avoid abandonment (or other loss of rights) and will provide CytomX with the opportunity to prepare, file, prosecute and maintain such Joint Patent in such jurisdiction. The Party that is responsible for Prosecuting a particular Joint Patent (the "**Prosecuting Party**") will provide the other Party reasonable opportunity to review and comment on such prosecution efforts regarding such Joint Patent, and such other Party will provide the Prosecuting Party reasonable assistance in such efforts. The Prosecuting Party will provide the other Party with a copy of all material communications from any patent authority in the applicable jurisdictions regarding such Joint Patent being prosecuted by such Party, and will provide the other Party drafts of any material filings or responses to be made to such patent authorities a reasonable amount of time in advance of submitting such filings or responses so that such other Party may have an opportunity to review and comment thereon. In particular, each Party agrees to provide the other Party with all information necessary or desirable to enable the other Party to comply with the duty of candor/duty of disclosure requirements of any patent authority. Unless the Parties agree otherwise, each Party will bear its own internal costs and the Patent Prosecution Costs that it incurs with respect to the Prosecution of such Joint Patents that are not CytomX Patent Rights or Product Specific Patents.

(b) **BMS Patents.** BMS will have the sole right and authority with respect to BMS Patents in any jurisdiction, including Prosecution and enforcement. BMS will be responsible for all costs incurred by it (including all Patent Prosecution Costs) in the course of Prosecuting and enforcing such BMS Patents.

(c) **CytomX Patent Rights.** As between the Parties, CytomX will have the sole right and authority, but not the obligation, to Prosecute in all jurisdictions all CytomX Patent Rights other than the Product Specific Patents ("**Other Cytomx Patents**"). CytomX will be responsible for all costs incurred by it (including all Patent Prosecution Costs) in the course of Prosecuting and enforcing such CytomX Patent Rights.

(d) **Tools Patents.** As between the Parties, CytomX will have the sole right and authority with respect to Patents among the Tools in any jurisdiction, including Prosecution and enforcement. CytomX will be responsible for all costs incurred by it (including all Patent Prosecution Costs) in the course of Prosecuting and enforcing such Tool Patents.

9.5 Infringement of Product Specific Patents and CytomX Patent Rights by Third Parties.

(a) Notification. The Parties will promptly notify each other of any actual, threatened, alleged or suspected infringement by a Third Party (an "**Infringement**") of the Product Specific Patents or CytomX Patent Rights with respect to any Third Party products or compounds that are Probodies targeting a Collaboration Target in the Territory. A notice under 42 U.S.C. 262(l) (however such section may be amended from time to time during the Term) with respect to a Product will be deemed to describe an act of Infringement, regardless of its content. As permitted by Applicable Law, each Party will promptly notify the other Party in writing of any such Infringement of which it becomes aware, and will provide evidence in such Party's possession demonstrating such Infringement. In particular, each Party will notify and provide the other Party with copies of any allegations of patent invalidity, unenforceability or non-infringement of any Product Specific Patents or CytomX Patent Rights Covering a Compound or Product (including methods of use or manufacture thereof). Such notification and copies will be provided by the Party receiving such certification to the other Party as soon as practicable and, unless prohibited by Applicable Law, at least within five (5) days after the receiving Party receives such certification. Such notification and copies will be sent by facsimile and overnight courier to BMS at the address set forth below, and to CytomX at the address specified in Section 17.6.

Bristol-Myers Squibb Company
P.O. Box 4000
Route 206 & Province Line Road
Princeton, New Jersey 08543-4000
Attention: Vice President and Chief Intellectual Property Counsel
Telephone: [***]
Facsimile: [***]

(b) Enforcement of Product Specific Patents. BMS will have the first right, but not the obligation, to bring and control, at its expense, an appropriate suit or other action before any government or private tribunal against any person or entity allegedly engaged in any Infringement (an "**Infringement Action**") of any Product Specific Patent to remedy the Infringement (or to settle or otherwise secure the abatement of such Infringement) with respect to any Third Party products or compounds that are Probodies targeting a Collaboration Target in the territory. The foregoing right of BMS shall include the right to perform all actions of a reference product sponsor set forth in 42 USC 262(l). CytomX will have the right, at its own expense and by counsel of its choice, to be represented in any Infringement Action with respect to a Product Specific Patent ("**Product Specific Infringement Action**"). At BMS' request, CytomX will join any Product Specific Infringement Action as a party and will use commercially reasonable efforts to cause any applicable Existing Third Party Licensor to join such Product Specific Infringement Action as a party (all at BMS' expense) if doing so is necessary for the purposes of establishing standing or is otherwise required by Applicable Law to pursue such action. BMS will have a period of one hundred and eighty (180) days after its receipt or delivery of notice and evidence pursuant to Section 9.5(a) to elect to so enforce such Product Specific Patents in the applicable jurisdiction (or to settle or otherwise secure the abatement of such Infringement), *provided*, *however*, that such period will be more than one hundred and eighty (180) days to the extent Applicable Law prevents earlier enforcement of such Product Specific Patents (such as the enforcement process set forth in 42 USC 262(l)) and such period will be less than one hundred and eighty (180) days to the extent that a delay in bringing an action to enforce the applicable Product Specific Patents against such alleged Third Party infringer would limit or compromise the remedies (including monetary and injunctive relief) available against such alleged Third Party infringer. In the event BMS does not so elect (or settle or otherwise secure the abatement of such Infringement) within the aforementioned period of time or

twenty (20) days before the time limit, if any, for the filing of a Product Specific Infringement Action, whichever is sooner, it will so notify CytomX in writing and in the case where CytomX then desires to commence a suit or take action to enforce the applicable Product Specific Patents with respect to such Infringement in the applicable jurisdiction, the Parties will confer and upon BMS' prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), CytomX will have the right to commence such a suit or take such action to enforce the applicable Product Specific Patents, at CytomX's expense. Each Party will provide to the Party enforcing any such rights under this Section 9.5(b) reasonable assistance in such enforcement, at such enforcing Party's request and expense, including joining such action as a party plaintiff if required by Applicable Law to pursue such action. The enforcing Party will keep the other Party regularly informed of the status and progress of such enforcement efforts, and will reasonably consider the other Party's comments on any such efforts.

(c) Settlement. Without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed), neither Party will settle any Product Specific Infringement Action in any manner that would adversely affect a Product Specific Patent or that would limit or restrict the ability of BMS (or its Affiliates or Sublicensees, as applicable) to sell Products anywhere in the Territory.

(d) Expenses and Recoveries. A Party bringing a Product Specific Infringement Action under this Section 9.5 against any Third Party engaged in Infringement of the Product Specific Patents will be solely responsible for any expenses incurred by such Party as a result of such Product Specific Infringement Action. If such Party recovers monetary damages from such Third Party in such Product Specific Infringement Action, such recovery will first be applied to all out-of-pocket costs and expenses incurred by the Parties in connection therewith, including attorneys' fees. If such recovery is insufficient to cover all such costs and expenses of both Parties, it will be shared pro-rata in proportion to the relative amount of such costs and expenses incurred by each Party. If after such reimbursement any funds remain from such damages, such funds will be shared as follows: (i) if BMS is the Party bringing such Product Specific Infringement Action, such remaining funds will be retained by BMS and treated as Net Sales of Product, and (iii) if CytomX is the Party bringing such Product Specific Infringement Action, such remaining funds will be retained as ninety percent (90%) by CytomX and ten percent (10%) by BMS.

9.6 Enforcement of Joint Patents That Are Not CytomX Patent Rights or Product Specific Patents.

(a) BMS will have the right, but not the obligation, to bring at its expense an appropriate suit or other action against any Third Party allegedly engaged in any Infringement of Joint Patents that are not CytomX Patent Rights or Product Specific Patents. BMS will have a period of one hundred eighty (180) days after its receipt or delivery of notice of such Infringement to elect to so enforce such Joint Patent (or to settle or otherwise secure the abatement of such Infringement), *provided*, *however*, that such period will be more than one hundred and eighty (180) days to the extent Applicable Law prevents earlier enforcement of such Joint Patents (such as the enforcement process set forth in 42 USC 262(l)) and such period will be less than one hundred eighty (180) days to the extent that a delay in bringing an action to enforce the applicable Joint Patents against such alleged Third Party infringer would limit or compromise the remedies (including monetary and injunctive relief) available against such alleged Third Party infringer. In the event BMS does not so elect (or settle or otherwise secure the abatement of such Infringement), it will so notify CytomX in writing and in the case where CytomX then desires to commence a suit or take action to enforce the applicable Joint Patents with respect to such infringement, the Parties will confer and CytomX will have the right to commence such a suit or take such action to enforce the applicable Joint Patents, at CytomX's expense, subject to BMS' prior written consent, not to be unreasonably withheld, conditioned or delayed.

Each Party will provide to the Party enforcing any such rights under this Section 9.6(a) reasonable assistance in such enforcement, at such enforcing Party's request and expense, including joining such action as a party plaintiff if required by Applicable Law to pursue such action. The enforcing Party will keep the other Party regularly informed of the status and progress of such enforcement efforts, and will reasonably consider the other Party's comments on any such efforts.

(b) Without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed), neither Party will settle any claim, suit or action that it may bring with respect to a Joint Patent that is not a CytomX Patent Right or Product Specific Patent.

(c) A Party bringing a claim, suit or action under Section 9.6(a) against any Third Party engaged in Infringement of any Joint Patent that is not a CytomX Patent Right or Product Specific Patent will be solely responsible for any expenses incurred by such Party as a result of such claim, suit or action. If such Party recovers monetary damages from such Third Party in such suit or action, such recovery will first be applied to all out-of-pocket costs and expenses incurred by the Parties in connection therewith, including attorneys' fees. If such recovery is insufficient to cover all such costs and expenses of both Parties, it will be shared pro-rata in proportion to the relative amount of such costs and expenses incurred by each Party. If after such reimbursement any funds remain from such damages, such funds will be shared as follows: (i) if BMS is the Party bringing such suit, such remaining funds will be retained by BMS and treated as Net Sales of Product, and (iii) if CytomX is the Party bringing such Infringement Action, such remaining funds will be retained as ninety percent (90%) by CytomX and ten percent (10%) by BMS.

9.7 Enforcement of Joint Patents that are CytomX Patent Rights.

(a) CytomX will have the sole right, but not the obligation, to bring at its expense an appropriate suit or other action against any Third Party allegedly engaged in any Infringement of Joint Patents that are CytomX Patent Rights. CytomX will have the sole discretion after its receipt or delivery of notice of such Infringement to elect to so enforce such CytomX Patent Rights (or to settle or otherwise secure the abatement of such Infringement). In the event CytomX does not so elect (or settle or otherwise secure the abatement of such Infringement), it will so notify BMS in writing and in the case where BMS then desires to commence a suit or take action to enforce the applicable Other Cytomx Patents with respect to such Infringement, the Parties will confer, but CytomX will have no obligation to enforce such CytomX Patent Rights. BMS will provide to CytomX reasonable assistance in such enforcement, at such enforcing Party's request and expense, including joining such action as a party plaintiff if required by Applicable Law to pursue such action. The enforcing Party will keep the other Party regularly informed of the status and progress of such enforcement efforts, and will reasonably consider the other Party's comments on any such efforts.

(b) Without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed), CytomX will not settle any Infringement Action related to Joint Patent that are CytomX Patent Rights in any manner that would limit or restrict the ability of BMS (or its Affiliates or Sublicensees, as applicable) to sell Products anywhere in the Territory.

(c) Except as expressly set forth herein, CytomX retains all rights to enforce and settle claims with respect to any Infringement of a CytomX Patent Right.

9.8 A Party bringing a claim, suit or action under Section 9.7(a) against any Third Party engaged in Infringement of any Other CytomX Patent will be solely responsible for any expenses incurred by such

Party as a result of such claim, suit or action. If such Party recovers monetary damages from such Third Party in such suit or action, such recovery will first be applied to all out-of-pocket costs and expenses incurred by the Parties in connection therewith, including attorneys' fees. If such recovery is insufficient to cover all such costs and expenses of both Parties, it will be shared pro-rata in proportion to the relative amount of such costs and expenses incurred by each Party. If after such reimbursement any funds remain from such damages, such funds will be shared as follows: (i) if BMS is the Party bringing such suit, such remaining funds will be retained by BMS and treated as Net Sales of Product and (ii) if CytomX is the Party bringing such Infringement Action, such remaining funds will be retained as ninety percent (90%) by CytomX and ten percent (10%) by BMS.

9.9 Third Party Rights.

(a) The Parties will promptly notify each other of any written allegation that any activity pursuant to this Agreement infringes the Patent rights of any Third Party. In addition, the Parties will notify each other if either Party desires to obtain a license or otherwise pursue a defense or settlement with respect to any Third Party Patent that may be considered to Cover Products or Compounds or their use.

(b) Subject to Section 9.9(c), (d) and (e), with respect to any Third Party Patent under Section 9.9(a), BMS will have the first right to seek a license, at its expense, with respect to such Third Party Patent that specifically Covers the composition, formulation, method of use of any Compound and/or Product (to the extent such Patent Covers the foregoing and is not more generally applicable to Probodies other than Compounds and/or Products). Subject to Section 9.9(c), (d) and (e), in all other cases with respect to any Third Party Patent under Section 9.9(a), CytomX shall have the first right to control, at its expense, obtaining a license with respect to such Third Party Patent, and to negotiate the terms and conditions of, to enter into and make all the payments due pursuant to a license agreement with respect to such Third Party Patent (with the Third Party Patent rights required by BMS with respect to Compounds and Products being included in the CytomX Patent Rights and sublicensed by CytomX to BMS under Section 7.1) (such license agreement between CytomX and such Third Party being a "**Necessary License Agreement**"). In the event that CytomX elects to obtain such a Necessary License Agreement, CytomX will use Diligent Efforts to enter into such Necessary License Agreement. In the case that CytomX has not entered into such Necessary License Agreement for any reason within a reasonable period of time (but in any event no longer than six (6) months) after the Parties have mutually agreed that CytomX will seek the Necessary License Agreement, BMS shall then have the right to proceed, at its expense, with such license with respect to such Third Party Patent as it decides in its sole discretion, subject to Section 9.9(c), (d) and (e).

(c) Notwithstanding the foregoing, in the case a claim of infringement of a Patent is brought against a Party in a suit or other action or proceeding with respect to any Third Party Patent under Section 9.9(a), such Party will have the right, at its own expense and by counsel of its own choice, to prosecute and defend any such claim in such suit or other action or proceeding. If both Parties are named, the Parties shall meet and determine who is best situated to lead any such suit or other action or proceeding.

(d) Without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed), neither Party will settle any claim under this Section 9.9 in any manner that would have an adverse effect on the other Party.

(e) The Parties will cooperate in all respects with one another in prosecuting or defending any action pursuant to this Section 9.9.

9.10 Reexaminations, Oppositions and Related Actions.

(a) The Parties will promptly notify each other in the event that any Third Party files, or threatens to file, any paper in a court, patent office or other government entity, seeking to invalidate, reexamine, oppose or compel the licensing of any CytomX Patent Right or Product Specific Patent (any such Third Party action being a "**Patent Challenge**").

(b) BMS will have the first right to bring and control, at its expense, any effort in defense of such a Patent Challenge against a Product Specific Patent, except in the case where such Patent Challenge is made in connection with an Infringement Action in which case the enforcing Party in the Infringement Action will have the first right to bring and control the defense of such Patent Challenge and such Patent Challenge will be considered part of the Infringement Action under this Article 9. In the case where BMS controls the defense of such Patent Challenge, CytomX will have the right, at its own expense and by counsel of its choice, to be represented in any such effort. If BMS fails to take action to defend such Patent Challenge within thirty (30) days of the time limit for bringing such defense (or within such shorter period to the extent that a delay in bringing such defense would limit or compromise the outcome of such defense of such Patent Challenge), then CytomX will have the right, but not the obligation, to bring and control any effort in defense of such Patent Challenge at its own expense.

(c) CytomX will have the first right to bring and control, at its expense, any effort in defense of such a Patent Challenge related to any Other CytomX Patent, except in the case where such Patent Challenge is made in connection with an Infringement Action in which case the enforcing Party in the Infringement Action will have the first right to bring and control the defense of such Patent Challenge and such Patent Challenge will be considered part of the Infringement Action under this Article 9. In the case where CytomX controls the defense of such Patent Challenge, BMS will have the right, at its own expense and by counsel of its choice, to be represented in any such effort. If CytomX fails to take action to defend such Patent Challenge within thirty (30) days of the time limit for bringing such defense (or within such shorter period to the extent that a delay in bringing such defense would limit or compromise the outcome of such defense of such Patent Challenge), then BMS will have the right, but not the obligation, to bring and control any effort in defense of such Patent Challenge at its own expense.

9.11 Disclosure of Inventions. Each Party will promptly disclose to the other Party all invention disclosures submitted to such Party by its or its Affiliates' employees describing Joint Inventions and Sole Inventions. Each Party will also respond promptly to reasonable requests from the other Party for more Information relating to such inventions.

9.12 Patent Contacts. Each Party will designate patent counsel representatives who will be responsible for coordinating the activities between the Parties in accordance with this Article 9 (each a "**Patent Contact**"). Each Party will designate its initial Patent Contact within thirty (30) days following the Effective Date and will promptly thereafter notify the other Party of such designation. If at any time a vacancy occurs for any reason, the Party that appointed the prior incumbent will as soon as reasonably practicable appoint a successor. Each Party will promptly notify the other Party of any substitution of another person as its Patent Contact. The Patent Contacts will, from time to time, coordinate the respective patent strategies of the Parties relating to this Agreement. In particular the Patent Contacts will review and update the list of CytomX Patent Rights and Product Specific Patents from time to time to ensure that all Products being Developed or Commercialized are covered.

9.13 Personnel Obligations. Prior to receiving any Confidential Information or beginning work under this Agreement relating to any research, Development or Commercialization of a Compound or a Product, each employee, agent or independent contractor of BMS or CytomX or of either Party's respective Affiliates will be bound in writing by non-disclosure and invention assignment obligations which are consistent with the obligations of BMS or CytomX under this Agreement (*provided* that where necessary in the case of a Third Party (i) such Third Party shall agree to grant BMS or CytomX, as the case may be, an exclusive license with the right to grant sublicenses with respect to resulting inventions and Patents and (ii) the period of time with respect to non-disclosure obligations may be shorter, but in no event less than seven (7) years from the effective date of the written obligation).

9.14 Further Action. Each Party will, upon the reasonable request of the other Party, provide such assistance and execute such documents as are reasonably necessary for such Party to exercise its rights and perform its obligations pursuant to this Article 9; *provided*, *however*, that neither Party will be required to take any action pursuant to Article 9 that such Party reasonably determines in its sole judgment and discretion conflicts with or violates any applicable court or government order or decree or Applicable Law.

10. TRADEMARKS

10.1 Product Trademarks. BMS shall be solely responsible for the selection (including the creation, searching and clearing), registration, maintenance, policing and enforcement of all trademarks developed for use in connection with the marketing, sale or distribution of Products in the Field in the Territory (the "**Product Marks**"). BMS shall own all Product Marks, and all trademark registrations for said marks.

10.2 Use of Name. Neither Party shall, without the other Party's prior written consent, use any trademarks or other marks of the other Party (including the other Party's corporate name), trademarks, advertising taglines or slogans confusingly similar thereto, in connection with such Party's marketing or promotion of Products under this Agreement or for any other purpose, except as may be expressly authorized in writing in connection with activities under this Agreement and except to the extent required to comply with Applicable Law.

10.3 Further Actions. Each Party shall, upon the reasonable request of the other Party, provide such assistance and execute such documents as are reasonably necessary for such Party to exercise its rights and/or perform its obligations pursuant to this Article 10; *provided*, *however*, that neither Party shall be required to take any action pursuant to Article 10 that such Party reasonably determines in its sole judgment and discretion conflicts with or violates any applicable court or government order or decree or Applicable Law.

11. EXCLUSIVITY

11.1 Exclusivity. CytomX agrees that it will not work independently of this Agreement during the Term for itself or any Third Party (including the grant of any license or option to any Third Party) or enable a Third Party with respect to discovery, research, development and/or commercialization activities with respect to (i) Compound(s) and/or Product(s) in the Territory and/or (ii) any Collaboration Target (including any discovery, research, development and/or commercialization activities with respect to any Probody that selectively binds to any Collaboration Target, whether or not it also selectively binds another Target).

12. CONFIDENTIALITY

12.1 Confidentiality. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing by the Parties, each Party (the "**Receiving Party**") agrees that, for the Term and for five (5) years thereafter, it shall keep confidential and shall not publish or otherwise disclose and shall not use for any purpose other than as provided for in this Agreement (which includes the exercise of any rights or the performance of any obligations hereunder) any Confidential Information furnished to it by the other Party (the "**Disclosing Party**") pursuant to this Agreement except for that portion of such Information that the Receiving Party can demonstrate by competent written proof:

(a) was already known to the Receiving Party or any of its Affiliates, other than under an obligation of confidentiality to the Disclosing Party, at the time of disclosure by the other Party;

(b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party;

(c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the Receiving Party in breach of this Agreement;

(d) is subsequently disclosed to the Receiving Party or any of its Affiliates by a Third Party without obligations of confidentiality to the Disclosing Party with respect thereto; or

(e) is subsequently independently discovered or developed by the Receiving Party or its Affiliate without the aid, application, or use of Confidential Information of the Disclosing Party, as demonstrated by documented evidence prepared contemporaneously with such independent development.

All Information generated by either Party in the Development of a Compound or Product after the Effective Date or licensed to BMS hereunder shall be treated as the Confidential Information of BMS.

12.2 Authorized Disclosure. Each Party may disclose Confidential Information belonging to the other Party to the extent such disclosure is reasonably necessary in the following situations:

(a) filing or prosecuting Patents in accordance with Article 9;

(b) subject to Section 12.3, regulatory filings and other filings with Governmental Authorities (including Regulatory Authorities), including filings with the FDA, as necessary for the Development or Commercialization of a Product, as required in connection with any filing, application or request for Regulatory Approval; *provided*, *however*, that reasonable measures will be taken to assure confidential treatment of such information;

(c) prosecuting or defending litigation;

(d) complying with Applicable Law, including regulations promulgated by securities exchanges;

(e) subject to Section 12.3, complying with Applicable Law, including regulations promulgated by securities exchanges;

(f) disclosure to its Affiliates, employees, agents, independent contractors, licensors and any Sublicensees of the CytomX Technology or Product Specific Patents only on a need-to-know basis

and solely in connection with the performance of this Agreement, *provided* that each disclosee must be bound by obligations of confidentiality and non-use at least as equivalent in scope as and no less restrictive than those set forth in this Article 12 prior to any such disclosure, *provided further* that the term of such disclosee's obligations regarding confidentiality and non-use may be limited to seven (7) years after the date of disclosure to the disclosee, and *yet further provided* that disclosures of Joint Inventions by either Party do not require such restrictions;

(g) disclosure of this Agreement (including its material terms) to any bona fide potential or actual investor, stockholder, investment banker, acquirer, merger partner or other potential or actual financial partner, and others on a reasonable need-to-know basis; *provided* that each disclosee must be bound by obligations of confidentiality and non-use at least as equivalent in scope as and no less restrictive than those set forth in this Article 12 prior to any such disclosure;

(h) disclosure of the stage of Development of Products under this Agreement to any bona fide potential or actual investor, stockholder, investment banker, acquirer, merger partner or other potential or actual financial partner; *provided* that each disclosee must be bound by obligations of confidentiality and non-use at least as equivalent in scope as and no less restrictive than those set forth in this Article 12 prior to any such disclosure;

(i) disclosure of certain blinded data generated under this Agreement to any bona fide potential or actual investor, stockholder, investment banker, acquirer, merger partner or other potential or actual financial partner; *provided* that (A) each disclosee must be bound by obligations of confidentiality and non-use at least as equivalent in scope as and no less restrictive than those set forth in this Article 12 prior to any such disclosure and (B) any such disclosure by CytomX shall be subject to BMS' prior written approval, such approval not to be unreasonably withheld, conditioned or delayed; and

(j) disclosure pursuant to Section 12.5.

Notwithstanding the foregoing, in the event a Party is required to make a disclosure of the other Party's Confidential Information pursuant to Sections 12.2(a), 12.2(c) or 12.2(d), it will, except where impracticable, give reasonable advance notice to the other Party of such disclosure and use reasonable efforts to secure confidential treatment of such information. In any event, the Parties agree to take all reasonable action to avoid disclosure of Confidential Information hereunder, except as permitted in this Section 12.2.

Nothing in Sections 12.1 or 12.2 shall limit either Party in any way from disclosing to any Third Party such Party's U.S. or foreign income tax treatment and the U.S. or foreign income tax structure of the transactions relating to such Party that are based on or derived from this Agreement, as well as all materials of any kind (including opinions or other tax analyses) relating to such tax treatment or tax structure, except to the extent that nondisclosure of such matters is reasonably necessary in order to comply with applicable securities laws.

12.3 Publicity; Terms of Agreement.

(a) The Parties agree that the material terms of this Agreement are the Confidential Information of both Parties, subject to the special authorized disclosure provisions set forth in Section 12.2 and this Section 12.3. Except as set forth in Section 12.3(b) and 12.3(c), each Party agrees not to issue any press release or other public announcement disclosing the terms of this Agreement or the transaction contemplated hereby without the prior written consent of the other Party. Notwithstanding the foregoing, the

Parties agree upon a mutual press release to announce the execution of this Agreement, which is attached hereto as **Exhibit H**; thereafter, CytomX and BMS may each disclose to Third Parties the information contained in such press release without the need for further approval by the other Party.

(b) In the case of a press release or governmental filing concerning the terms of this Agreement or the transaction contemplated hereby required by Applicable Law (where reasonably advised by the disclosing Party's counsel), the disclosing Party shall give prior advance notice (to the extent it reasonably can) of the proposed text of such release or filing to the other Party for its prior review but shall not be required to obtain approval therefor.

(c) The Parties acknowledge that either or both Parties may be obligated to file under Applicable Law a copy of this Agreement with the SEC or other Government Authorities. Each Party shall be entitled to make such a required filing, *provided* that it requests confidential treatment of at least the financial terms and sensitive technical terms hereof and thereof to the extent such confidential treatment is reasonably available to such Party. In the event of any such filing, each Party will provide the other Party with a copy of this Agreement marked to show provisions for which such Party intends to seek confidential treatment not less than five (5) Business Days prior to such filing (and any revisions to such portions of the proposed filing a reasonable time prior to the filing thereof), and shall reasonably consider the other Party's comments thereon to the extent consistent with the legal requirements, with respect to the filing Party, governing disclosure of material agreements and material information that must be publicly filed, and shall only disclose Confidential Information which it is advised by counsel or the applicable Governmental Authority is legally required to be disclosed. No such notice shall be required under this Section 12.3(c) if the substance of the description of or reference to this Agreement contained in the proposed filing has been included in any previous filing made by either Party hereunder or otherwise approved by the other Party.

(d) Each Party shall require each of its Affiliates and private investors to which Confidential Information of the other Party is disclosed as permitted hereunder to comply with the covenants and restrictions set forth in Sections 12.1 through Section 12.3 as if each such Affiliate and each such investor were a Party to this Agreement and shall be fully responsible for any breach of such covenants and restrictions by any such Affiliate or investor.

12.4 Publications. Neither Party shall publicly present or publish results of studies carried out under this Agreement (each such presentation or publication a "**Publication**") without the opportunity for prior review by the other Party, except to the extent otherwise required by Applicable Law, in which case Section 12.3 shall apply with respect to disclosures required by the SEC and/or for regulatory filings. The submitting Party shall provide the other Party the opportunity to review any proposed Publication at least thirty (30) days prior to the earlier of its presentation or intended submission for publication. The submitting Party agrees, upon request by the other Party, not to submit or present any Publication until the other Party has had thirty (30) days to comment on any material in such Publication. The submitting Party shall consider the comments of the other Party in good faith, but will retain the sole authority to submit the manuscript for Publication; *provided* that the submitting Party agrees to delay such Publication as necessary to enable the Parties to file a Patent if such Publication might adversely affect such Patent. The submitting Party shall provide the other Party a copy of the Publication at the time of the submission or presentation. Notwithstanding the foregoing, BMS shall not have the right to publish or present CytomX's Confidential Information without CytomX's prior written consent, and CytomX shall not have the right to publish or present BMS' Confidential Information without BMS' prior written consent. Each Party agrees to acknowledge the contributions of the other Party, and the employees of the other Party, in all publications as scientifically appropriate. This Section 12.4 shall not limit and shall be subject to Section 12.5.

Nothing contained in this Section 12.4 shall prohibit the inclusion of information in a patent application claiming, and in furtherance of, the manufacture, use, sale or formulation of a Compound, *provided* that the non-filing Party is given a reasonable opportunity to review, comment upon and/or approve the information to be included prior to submission of such patent application, where and to the extent required by Article 9 hereof. Notwithstanding the foregoing, the Parties recognize that independent investigators have been engaged, and will be engaged in the future, to conduct Clinical Trials of Compounds and Products. The Parties recognize that such investigators operate in an academic environment and may release information regarding such studies in a manner consistent with academic standards; *provided* that each Party will use reasonable efforts to prevent publication prior to the filing of relevant patent applications and to ensure that no Confidential Information of either Party is disclosed.

12.5 Publication and Listing of Clinical Trials and Compliance with other Policies, Orders and Agreements. The Parties agree to comply, with respect to the Compounds and Products, with (a) the Pharmaceutical Research and Manufacturers of America (PhRMA) Guidelines on the listing of Clinical Trials and the Publication of Clinical Trial results, (b) any applicable court order, stipulations, consent agreements and settlements entered into by a party, and (c) BMS' Research and Development policy concerning Clinical Trials Registration and Disclosure of Results as amended from time to time and other BMS policies or other policies adopted by it for the majority of its other pharmaceutical products with regard to the same (to the extent the same either are not in direct conflict with the documents referred to in clauses (a) and (c) above and, in the case of CytomX, to the extent such policies are provided by BMS to CytomX in writing prior to requiring their implementation under this Agreement).

12.6 Effect of Change of Control of CytomX. In the event that CytomX is acquired in a Change of Control Transaction by a Third Party (an Acquirer as defined below), then:

(a) the intellectual property of such Acquirer held or developed by such Acquirer prior to such acquisition ("Acquirer Technology") shall be excluded from the CytomX Technology and Product Specific Patents;

(b) intellectual property that, following such Change of Control Transaction, is developed, made or otherwise acquired or controlled by the Acquirer without material use of proprietary CytomX Know-How or BMS's Confidential Information (such proprietary know-how or BMS's Confidential Information, the "Segregated Technology") shall not be included within the CytomX Technology or Product Specific Patents. CytomX shall take reasonable steps to limit data access and sharing between CytomX personnel working on the Preclinical Development Program or having access to data from the Preclinical Development Program or any BMS Confidential Information and CytomX personnel working on Segregated Technology.

(c) Notwithstanding the foregoing, if rights to Segregated Technology were granted to the Acquirer prior to the Change of Control, then the use of such Segregated Technology in accordance with such grant (and consistent with the exclusive licenses granted under this Agreement) shall not be deemed use of Segregated Technology for purposes of this Section 12.6 but shall be deemed Acquirer Technology;

(d) such Acquirer (and Affiliates of such Acquirer which are not controlled by (as defined under the Affiliate definition in Article 1) CytomX itself) shall be excluded from the Affiliate definition solely for purposes of the applicable components of the CytomX Technology or Product Specific Patents. For clarity, the Acquirer has sole discretion as to whether it will contribute its intellectual property or know-how to CytomX's activities and CytomX Technology or Product Specific Patents under this Agreement;

(e) As used herein, "Acquirer" means the Third Party involved in the Change of Control Transaction, and any Affiliate of such Third Party that was not an Affiliate of the Acquired Party immediately prior to the Change of Control; and "Acquired Party" means the Party that was the subject of such Change of Control, together with any entity that was its Affiliate immediately prior to the Change of Control.

(f) The provisions of Section 11.1 shall not apply to any Acquirer Technology or Segregated Technology or to any products developed without material use of Segregated Technology.

12.7 Termination of Prior CDA. This Agreement terminates, as of the Execution Date, the Prior CDA. All Information exchanged between the Parties under the Prior CDA shall be deemed Confidential Information of the corresponding Party under this Agreement and shall be subject to the terms of this Article 12.

13. TERM AND TERMINATION

13.1 Term. This Agreement shall become effective on the Effective Date and, unless earlier terminated pursuant to this Article 13, shall continue, on a Product-by-Product and country-by-country basis until such time as neither Party has any obligation to the other under this Agreement in such country with respect to such Product (the "**Term**").

13.2 Termination by BMS at Will.

(a) **Termination by BMS at Will.** BMS may terminate this Agreement as a whole, or on a country-by-country basis, at any time after the second anniversary of the Effective Date or, at any time after the Effective Date, on a Collaboration Target-by-Collaboration Target basis, effective upon two (2) months prior written notice to CytomX in the case where Regulatory Approval has not been obtained for any applicable Product to such Collaboration Target in either the U.S. or the EU, or upon four (4) months prior written notice to CytomX in the case where Regulatory Approval has been obtained in either the U.S. or the EU for an applicable Product to such Collaboration Target. Following any such termination under this Section 13.2(a) becoming effective as to the Agreement as a whole, no further funding of FTEs by BMS shall be payable, BMS' obligations to purchase common shares in connection with an initial public offering of CytomX common stock pursuant to Section 8.1(b) shall no longer apply, and no milestone payments will be due on milestones achieved during the period between the notice of termination and the effective date of termination.

(b) **Termination by BMS for Safety Reasons.** BMS may terminate this Agreement on a Collaboration Target-by-Collaboration Target basis upon written notice to CytomX based on Safety Reasons. Upon such termination for Safety Reasons, BMS shall be responsible, at its expense, for the wind-down of any Development of applicable Product (including any Clinical Trials for the applicable Product being conducted by or on behalf of BMS) and any Commercialization activities for applicable Product. Such termination shall become effective upon the date that BMS notifies CytomX in writing that such wind-down is complete. Following any such notice of termination under this Section 13.2(b), no milestone payments will be due on milestones achieved during the period between the notice of termination and the effective date of termination.

(c) **No Recourse.** Any termination right exercised by BMS pursuant to Section 13.2(a) shall be without liability or recourse to BMS, other than as set forth therein or herein or pursuant to BMS' obligation to comply with Section 13.7 or Section 13.10 hereof.

13.3 Termination by Either Party for Breach.

(a) Either Party may terminate this Agreement with respect to any Collaboration Target (on a Collaboration Target-by-Collaboration Target basis) as to the entire Territory or with respect to any country (on a country-by-country basis), in the event the other Party materially breaches this Agreement, and such breach shall have continued for ninety (90) days (or, if such default cannot be cured within such ninety (90) day period, if the alleged breaching Party has not commenced and diligently continued good faith efforts to cure such breach, but in no case longer than 180 days after notice) after written notice shall have been provided to the breaching Party by the non-breaching Party requiring such breach to be remedied and stating an intention to terminate if not so cured (a "Termination Notice"). Except as set forth in Section 13.3(b), any such termination shall become effective at the end of such ninety (90) day period unless the breaching Party has cured any such breach prior to the expiration of the ninety (90) day period (or, if such default cannot be cured within such ninety (90) day period, if the alleged breaching Party has not commenced and diligently continued good faith efforts to cure such breach, but in no case longer than 180 days after such notice).

(b) If the alleged breaching Party disputes the existence or materiality of a breach specified in a Termination Notice provided by the other Party in accordance with Section 13.3(a), and such alleged breaching Party provides the other Party notice of such dispute within said ninety (90) day period after receiving such Termination Notice, then the non-breaching Party shall not have the right to terminate this Agreement under Section 13.3(a) with respect to the applicable Collaboration Target and country or countries unless and until such dispute has been submitted to arbitration in accordance with Article 16. In such event, and where such dispute relates: to a Compound or Product that has not commenced clinical development or to a payment obligation, the arbitrators shall make a determination, within sixty (60) days after submission of such dispute, whether or not the period to cure the asserted breach under Section 13(a) should be tolled pending a final determination of such dispute. In the event the arbitrators so determine that, under the circumstances (including the potential impact on each Party), it is fair and reasonable that the cure period be tolled pending resolution of the dispute, or in any case where such dispute relates to a Compound or Product that has commenced clinical development, the non-breaching Party shall not have the right to terminate this Agreement unless and until it has been finally determined under Section 16.2 that this Agreement has been materially breached, and the breaching Party fails to cure such breach within ninety (90) days following such arbitrators' decision under Section 16.2 (except to the extent such breach involves the failure to make a payment when due, which breach must be cured within ten (10) Business Days following such arbitrators' decision). It is understood and agreed that during the pendency of such dispute, all of the terms and conditions of this Agreement shall remain in effect and the Parties shall continue to perform all of their respective obligations hereunder. It is understood and agreed that the ninety (90) day cure period set forth in Section 13.3(a) shall be tolled during the period commencing from such time as the alleged breaching Party disputes a breach in accordance with this Section 13.3(b), until such time as the arbitrator makes his or her determination under this Section 13.3(b) as to whether the cure period should continue to be tolled (to the extent applicable).

(c) No milestone payments by BMS will be due on milestones achieved, with respect to the applicable Major Market(s) for which termination is sought, during the period between the notice of termination under this Section 13.3 and the effective date of termination; *provided*, *however*, if the allegedly breaching Party provides notice of a dispute pursuant to Section 13.3(b) then the arbitrator shall also make a

determination whether, under the circumstances, milestone payments will continue to be due for each milestone achieved during the period between the notice of termination under this Section 13.3 and the resolution of such dispute. In any event, if such dispute is resolved in a manner in which no termination of this Agreement occurs with respect to a Major Market for which a milestone was achieved, then upon such resolution BMS will promptly pay to CytomX the applicable milestone payment for each milestone achieved during the period between the notice of termination under this Section 13.3 and the resolution of such dispute.

13.4 [Reserved].

13.5 Termination by Either Party for Insolvency. A Party shall have the right to terminate this Agreement upon written notice if the other Party incurs an Insolvency Event; *provided*, however, in the case of any involuntary bankruptcy proceeding, such right to terminate shall only become effective if the Party that incurs the Insolvency Event consents to the involuntary bankruptcy or if such proceeding is not dismissed or stayed within forty-five (45) days after the filing thereof. "**Insolvency Event**" means circumstances under which a Party (i) has a receiver or similar officer appointed over all or a material part of its assets or business; (ii) passes a resolution for winding-up of all or a material part of its assets or business (other than a winding-up for the purpose of, or in connection with, any solvent amalgamation or reconstruction) or a court enters an order to that effect; (iii) has entered against it an order for relief recognizing it as a debtor under any insolvency or bankruptcy laws (or any equivalent order in any jurisdiction); or (iv) enters into any composition or arrangement with its creditors with respect to all or a material part of its assets or business (other than relating to a solvent restructuring).

13.6 Effects of Termination of this Agreement. Upon termination of this Agreement by BMS under Section 13.2(a) or by CytomX under Section 13.3, or Section 13.5 or the substitution of a Collaboration Target with a Substitute Target under Section 3.3 (except as the application of such Sections may be limited as provided in a given subsection of this Section 13.6), the following shall apply with respect to the terminated Collaboration Targets (in addition to any other rights and obligations under this Agreement with respect to such termination).

(a) **Obligations.** The licenses granted to BMS in Section 7.1 shall terminate solely with respect to the Collaboration Target(s) for which the termination becomes effective and, BMS shall retain a non-exclusive, worldwide license under Section 7.1 to sell, offer for sale and import Products during the Commercialization Wind-Down Period (if any) in accordance with Section 13.7(b) (including the right to sell such Products through BMS Sublicensees if BMS were using such Sublicensees to sell same prior to such termination date). To the extent such obligations existed prior to such termination, BMS shall not have any Diligent Efforts obligations thereafter with respect to the Development and Commercialization of any Compounds or Products for the terminated Collaboration Target. CytomX's obligations pursuant to Section 11.1 with respect to such Collaboration Target shall terminate, and all rights granted by CytomX to BMS with respect to such Collaboration Target shall revert to CytomX, including the rights granted BMS with respect to such terminated Collaboration Target under Sections 7.1 and 7.2. Any Collaboration Target with respect to which this Agreement has been terminated shall no longer be considered a Collaboration Target for all purposes of this Agreement, including Sections 3.1, 3.6, 3.7, 3.8, 3.9, 3.12, 6.2, 9.2, 9.4 and 11.1, without limiting any obligations under Article 12.

(b) **Licenses**. In the event that such termination occurs with respect to a Collaboration Target in a country or countries, BMS shall grant, and hereby grants, to CytomX with respect to the applicable country or countries:

(i) a license of scope of the same scope as the license granted under Section 7.3(c) with respect to such country or countries, which license shall survive termination of this Agreement and be perpetual;

(ii) a non-exclusive, royalty-free, paid-up, perpetual, sublicensable, non-exclusive license under any Patents Controlled by BMS and that were made by BMS using CytomX Technology or in performance of BMS's obligations or exercise of BMS's rights under this Agreement, and any Information that BMS is obligated to provide CytomX under Section 13.6(d) below, in order to make, have made, use, sell, offer for sale and import Probodies alone or incorporated in products (other than any specific Compound(s) or Product(s) identified by BMS prior to the notice of termination and comprising or incorporating an Antibody that is Controlled by BMS (other than by virtue of this Agreement)) with respect to the terminated Collaboration Target; and

(iii) on terms to be agreed by the Parties (but without any obligation to enter into an agreement), an exclusive or non-exclusive, sublicenseable, royalty-bearing license to make, have made, use, sell, offer for sale and import Probodies with respect to the terminated Collaboration Target in any such terminated country under Patents and Information Controlled by BMS and its Affiliates other than that licensed to CytomX under Section 13.6(b)(ii) above.

(c) **Commercialization.** BMS, its Affiliates and Sublicensees shall be entitled to continue to sell (but not to actively promote after the effective date of termination) any existing inventory of Products in each terminated country of the Territory for which Regulatory Approval therefor has been obtained (provided that such Products shall have launched in each such terminated country as of the applicable effective date of termination), in accordance with the terms and conditions of this Agreement (the "**Commercialization Wind-Down Period**").

(d) **Regulatory Materials.** Unless terminated for Safety Reasons in accordance with section 13.2(b), upon CytomX's written request, BMS shall use commercially reasonable efforts to provide CytomX with copies of preclinical and clinical data for Compounds or Products directed to the terminated Collaboration Target and Regulatory Materials for any Compounds or Product(s) targeting the terminated Collaboration Target in all country(ies) or territories that are held or controlled by or under authority of BMS, its Affiliates or Sublicensees, that are necessary for the Development and/or Commercialization of Probodies (other than any specific terminated Compound(s) or Product(s)) with respect to the terminated Collaboration Target in such country(ies) or territories.

(e) **Return of Confidential Information.** Within thirty (30) days after termination is effective, BMS shall destroy all tangible items comprising, bearing or containing any Confidential Information of CytomX that are in BMS' or its Affiliates' possession or control, to the extent such Confidential Information relates to and Compounds or Products directed to the Collaboration Target that was terminated, and provide written certification of such destruction, or prepare such tangible items of Confidential Information for shipment to CytomX, as CytomX may direct, at CytomX's expense; *provided* that BMS may retain one copy of such Confidential Information for its legal archives, and *provided further* that BMS shall not be required to destroy electronic files containing Confidential Information that are made in the ordinary course of its business information back-up procedures pursuant to its electronic record retention and destruction practices that apply to its own general electronic files and information.

(f) **Payments**. CytomX shall remain entitled to receive payments that accrued before the effective date of such termination.

(g) **Country-by-Country Termination**. Subject to Section 13.6(c), if BMS terminated this agreement with respect to a given Collaboration Target in a particular country or countries, under Section 13.2 above, then BMS agrees to cease Development and Commercialization of Products against such Collaboration Target in such country or countries.

13.7 Effects of Termination of Agreement by BMS under Section 13.3(a) or Section 13.5. Upon termination of this Agreement by BMS under Section 13.3(a) or Section 13.5 the following shall apply:

(a) All CytomX obligations under the applicable Preclinical Development Program with respect to each terminated Collaboration Target shall cease, and CytomX shall have no further obligation to: (i) perform any of its obligations under the applicable Preclinical Plan with respect to such terminated Collaboration Target, (ii) to provide any additional assistance or technology transfer related to such terminated Collaboration Target, including under Sections 3.9, 3.12, 6.2 and 6.4, or (iii) to disclose or provide any rights with respect to such terminated Collaboration Target under any Third Party agreements entered into after the date of termination pursuant to Section 8.5(c)(i) or 8.5(c)(ii);

(b) all rights and licenses granted to BMS under Sections 7.1 and 7.2 of this Agreement shall survive but shall become perpetual;

(c) BMS' obligations to pay royalties and milestones under Sections 8.3 through 8.5 of this Agreement shall survive such termination in an amount, provided that all such royalties and milestones shall be reduced to fifty percent (50%) of the amount that would otherwise have been payable under this Agreement, provided that in no event will the royalties payable to CytomX for any Product be reduced below two percent (2%);

(d) CytomX shall remain entitled to receive payments that accrued before the effective date of such termination;

(e) BMS shall have no further Diligent Efforts obligations under Sections 4.1 or 5.1;

(f) BMS shall remain entitled to select Additional Targets or Substitute Targets, as applicable, pursuant to Section 3.3(c) and subject to payment of any Additional Target Payments pursuant to Section 8.2 of this Agreement.

13.8 Effects of Expiration of Agreement. Upon the expiration of the Royalty Term (i.e., in the case where there is no earlier termination pursuant to this Article 13), on a Compound-by-Compound, Product-by-Product and country-by-country basis, the licenses granted to BMS under Article 7 with respect to CytomX Technology shall convert to a non-exclusive, perpetual, fully paid-up, non-royalty-bearing, sublicensable license.

13.9 Other Remedies. Termination or expiration of this Agreement for any reason shall not release either Party from any liability or obligation that already has accrued prior to such expiration or termination, nor affect the survival of any provision hereof to the extent it is expressly stated to survive such termination. Subject to and without limiting the terms and conditions of this Agreement (including Section 15.4), expiration or termination of this Agreement shall not preclude any Party from (a) claiming any other damages, compensation or relief that it may be entitled to upon such expiration or termination, (b) any right to receive any amounts accrued under this Agreement prior to the expiration or termination date but which are unpaid or become payable thereafter and (c) any right to obtain performance of any obligation provided for in this Agreement which shall survive expiration or termination.

13.10 Survival. Termination or expiration of this Agreement shall not affect rights or obligations of the Parties under this Agreement that have accrued prior to the date of termination or expiration of this Agreement. Notwithstanding anything to the contrary, the following provisions shall survive and apply after expiration or termination of this Agreement: Sections 3.4 (with respect to any obligation incurred or accrued prior to such expiration or termination), 3.9 (with respect to materials transferred before such termination or expiration), 7.4, 7.5, 9.1, 8.6-8.15 (with respect to payments accrued prior to the date of termination or expiration), 9.4(a), (b) and (d), 9.6, 9.7, 9.12, 10.2, 12.1, 12.2, 12.7, 14.3, and Articles 1 (to the extent necessary to interpret other surviving sections), 13, 15, 16 and 17; and

(a) with respect to a termination by BMS pursuant to Section 13.2(a) (at will termination): 7.3(c) and 8.3-8.15 (with respect to payment obligations accrued during the Commercialization Wind-Down Period); and

(b) with respect to a termination by BMS pursuant Section 13.2(b) (Safety Reasons): 7.3(c); and

(c) with respect to termination by BMS pursuant to Section 13.3(a) (CytomX' breach) or by BMS pursuant to Section 13.5 (CytomX' insolvency): Sections 3.13, 3.14, 4.4, 4.5, 6.1, 6.3, 7.1 and 7.2 (subject to Section 13.7(c)), 8.2-8.5 (subject to Section 13.7(c), but not 8.5(c)(i) or 8.5(c)(ii)), 8.6-8.15, 9.2, 9.3, 9.5(b)-(d); and

(d) with respect to a termination by CytomX pursuant to Section 13.3(a) (BMS' breach) or 13.5 (BMS' insolvency): 7.3(c) and 8.3-8.15 (with respect to payment obligations accrued during the Commercialization Wind-Down Period).

All provisions not surviving in accordance with the foregoing shall terminate upon expiration or termination of this Agreement and be of no further force and effect.

14. REPRESENTATIONS AND WARRANTIES

14.1 Mutual Representations and Warranties. Each Party hereby represents, warrants, and covenants (as applicable) to the other Party as of the Execution Date as follows:

(a) It is a company or corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is incorporated, and has full corporate power and authority and the legal right to own and operate its property and assets and to carry on its business as it is now being conducted and as contemplated in this Agreement, including the right to grant the licenses granted by it hereunder.

(b) It has the full corporate power and authority and the legal right to enter into this Agreement and perform its obligations hereunder. It has taken all necessary corporate action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, and binding obligation of such Party that is enforceable against it in accordance with its terms.

(c) It is not a party to any agreement, outstanding order, judgment or decree of any court or Governmental Authority that would prevent it from granting the rights granted to the other Party under this Agreement or performing its obligations under this Agreement.

(d) In the course of the Development of Products, such Party has not used prior to the Effective Date and shall not use, during the Term, any employee, agent or independent contractor who has been debarred by any Regulatory Authority, or, to the best of such Party's knowledge, is the subject of debarment proceedings by a Regulatory Authority.

(e) It has not, and will not, after the Effective Date and during the Term, grant any right to any Third Party that would conflict with the rights granted to the other Party hereunder.

14.2 Representations and Warranties and Covenants by CytomX. CytomX hereby represents and warrants as of the Effective Date and, where denoted below, covenants to BMS as follows:

(a) CytomX has sufficient legal and/or beneficial title, ownership or license under its Patents and Information necessary for the purposes contemplated by this Agreement. The CytomX Technology existing as of the Effective Date is free and clear from any Liens of the CytomX Technology, and CytomX has sufficient legal and/or beneficial title, ownership or license thereunder to grant the licenses to BMS as purported to be granted pursuant to this Agreement. As of the Execution Date, except for the Patents licensed to CytomX under the Existing License Agreements, CytomX is the sole owner of all right, title and interest in and to (free and clear from any Liens of any kind) the CytomX Patent Rights and Product Specific Patents listed on **Exhibits B and C**. All fees required to maintain such issued Patent rights have been paid to date. To CytomX's knowledge the CytomX Patent Rights and Product Specific Patents listed on **Exhibits B and C** constitute all Patents owned or Controlled by CytomX that would be infringed by the manufacture (as currently conducted), use or sale of Compounds and/or Products (but for the license granted by CytomX to BMS under Section 7.1).

(b) Other than the Existing License Agreements, CytomX has not entered into any agreements, either oral or written, with any Third Party relating to the Development, Commercialization or manufacture of the Compounds or Products. CytomX has provided BMS and/or its external legal counsel with true and complete copies of all Existing License Agreements, including all modifications, supplements or other amendments thereto as of the Effective Date.

(c) CytomX has not received any written notice from any Third Party asserting or alleging that the discovery, research and/or Development of Compounds or Products by CytomX prior to the Effective Date infringes the intellectual property rights of such Third Party. To CytomX's knowledge, the CytomX Technology existing as of the Effective Date was not obtained in violation of any contractual or fiduciary obligation owed by CytomX or its employees or agents to any Third Party or through the misappropriation of the intellectual property rights (including any trade secrets) from any Third Party.

(d) To CytomX's knowledge, except as disclosed by CytomX in writing to BMS' in-house patent counsel prior to the Effective Date, the Development, Commercialization and manufacture after the Effective Date of the Compounds and Products can be carried out in the manner contemplated as of the Effective Date without infringing any issued patents owned or controlled by a Third Party. To CytomX's knowledge, and except as disclosed by CytomX in writing to BMS' in-house patent counsel prior to the Effective Date, the Development and manufacture of Compounds prior to the Effective Date by or on behalf of CytomX has been carried out without infringing any issued patents owned or controlled by a Third Party.

(e) There are no pending, and to CytomX's knowledge no threatened, actions, suits or proceedings against CytomX involving the CytomX Technology as it relates to Compounds or Products.

(f) To CytomX's knowledge, there are no activities by Third Parties that would constitute infringement or misappropriation of the CytomX Technology as it relates to Compounds or Products.

(g) To CytomX's knowledge, the claims included in any issued CytomX Patent Rights or Product Specific Patents are valid and in full force and effect as of the Effective Date.

(h) CytomX has not granted (and CytomX covenants that during the Term it shall not grant, except in accordance with the express terms and conditions of this Agreement) any license or any option for a license under the CytomX Technology to any Third Party to make, use or sell any Compound or Product in any country in the Territory. CytomX covenants that during the Term it shall not grant any license or any option for a license to any Third Party, under any Patent that comes into the Control of CytomX in connection with this Agreement after the Effective Date (including a Patent for a CytomX Sole Invention or Joint Invention), to make, use or sell in the Field any Compound or Product in any country in the Territory. CytomX has not granted any Lien with respect to this Agreement or any of the CytomX Technology licensed by it to BMS under this Agreement. CytomX has not granted (and CytomX covenants that during the Term it shall not grant) to any Third Party any right or license or option to enforce or obtain any patent term extension for any of the Product Specific Patents.

(i) CytomX has disclosed in writing to BMS' in-house patent counsel (i) all CytomX Patent Rights and Product Specific Patents existing as of the Effective Date that would be infringed by the Development, Commercialization or manufacture of Compounds or Products by BMS, but for the licenses granted in this Agreement, and (ii) the jurisdiction(s) by or in which each such CytomX Patent Right has been issued or in which an application for such CytomX Patent Right has been filed, together with the respective patent or application numbers. All fees required to maintain such issued CytomX Patent Rights and Product Specific Patents have been paid.

(j) No person, other than former or current employees of CytomX who are obligated in writing to assign his/her inventions to CytomX, is an inventor of any of the inventions claimed in the CytomX Patent Rights or Product Specific Patents filed or issued as of the Effective Date, except for those Third Party inventors of those inventions that fall within the CytomX Technology Controlled by CytomX licensed to CytomX under the Existing License Agreements. All inventors of any inventions included within the CytomX Technology that are existing as of the Effective Date have assigned or have a contractual obligation to assign or license their entire right, title and interest in and to such inventions and the corresponding Patent rights to CytomX or to the Existing Third Party Licensor, as applicable. No present or former employee or consultant of CytomX owns or has any proprietary, financial or other interest, direct or indirect, in the CytomX Technology. To CytomX's knowledge, there are no claims that have been asserted in writing challenging the inventorship of the CytomX Patent Rights or Product Specific Patents.

(k) CytomX has maintained and, unless otherwise agreed to by BMS, will maintain and keep in full force and effect all agreements and filings (including Patent filings, in accordance with Article 9) necessary to perform its obligations hereunder. CytomX and its Affiliates are in compliance in all material respects with each Existing License Agreement, and have performed all material obligations required to be performed by them to date under each Existing License Agreement. Neither CytomX nor its Affiliates are (with or without the lapse of time or the giving of notice, or both) in breach or default in any respect under the Existing License Agreement and, to the knowledge of CytomX, no other party to any Existing License Agreement is (with or without the lapse of time or the giving of notice, or both) in breach or default in any respect thereunder.

(l) No Third Party has any right under any agreement entered into by CytomX and such Third Party prior to the Execution Date, including a right of consent or a right of first negotiation, that would reasonably be expected to interfere with BMS' exercise of its rights licensed under Section 7.1 hereof.

14.3 No Other Representations or Warranties. EXCEPT AS EXPRESSLY STATED IN THIS ARTICLE 14 OR ELSEWHERE IN THIS AGREEMENT, NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR NON-MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR THAT ANY OF THE DEVELOPMENT AND/OR COMMERCIALIZATION EFFORTS WITH REGARD TO ANY COMPOUND OR PRODUCT WILL BE SUCCESSFUL, IS MADE OR GIVEN BY OR ON BEHALF OF A PARTY. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL REPRESENTATIONS AND WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED.

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

15.1 Indemnification by CytomX for Third Party Claims. CytomX shall defend, indemnify, and hold BMS, its Affiliates, and their respective officers, directors, employees, and agents (the "**BMS Indemnitees**") harmless from and against any and all damages or other amounts payable to a Third Party claimant, as well as any reasonable attorneys' fees and costs of litigation incurred by such BMS Indemnitees (collectively, "**BMS Damages**"), all to the extent resulting from any claims, suits, proceedings or causes of action brought by such Third Party (collectively, "**BMS Claims**") against such BMS Indemnitee that arise out of or result from (or are alleged to arise out of or result from): (a) a breach of any of CytomX's representations, warranties, covenants and obligations under this Agreement; (b) the gross negligence or willful misconduct of any CytomX Indemnitees or its Affiliates; (c) the research or Development of Compounds before the Effective Date; or (d) any breach by CytomX or its Affiliates of, or any failure by CytomX or its Affiliates, or their respective contractors or agents, to perform, observe or comply with any of the provisions of, an Existing License Agreement, except to the extent that such failure is attributable to a breach by BMS of its obligations under this Agreement. The foregoing indemnity obligation shall not apply to the extent that any BMS Claim is subject to indemnity pursuant to Section 15.2 and/or is based on or alleges a breach by BMS or its Affiliates of an obligation under an agreement between BMS or its Affiliates and a Third Party.

15.2 Indemnification by BMS for Third Party Claims. BMS shall defend, indemnify, and hold CytomX, its Affiliates, and each of their respective officers, directors, employees, and agents and the Existing Third Party Licensor, (the "**CytomX Indemnitees**") harmless from and against any and all damages or other amounts payable to a Third Party claimant, as well as any reasonable attorneys' fees and costs of litigation incurred by such CytomX Indemnitees (collectively, "**CytomX Damages**"), all to the extent resulting from any claims, suits, proceedings or causes of action brought by such Third Party (collectively, "**CytomX Claims**") against such CytomX Indemnitee that arise out of or result from (or are alleged to arise out of or result from): (a) the Development, manufacture, storage, handling, use, sale, offer for sale, and importation of any Compounds or Products by BMS or its Affiliates, or Sublicensees; (b) a breach of any of BMS' representations, warranties, covenants and obligations under this Agreement; or (c) the gross negligence or willful misconduct of any BMS Indemnitees. The foregoing indemnity obligation shall not

apply to the extent that any CytomX Claim is subject to indemnity pursuant to Section 15.1 and/or is based on or alleges a breach by CytomX or its Affiliates of an obligation under an agreement between CytomX or its Affiliates and a Third Party.

15.3 Indemnification Procedures. The Party claiming indemnity under this Article 15 (the "**Indemnified Party**") shall give written notice to the Party from whom indemnity is being sought (the "**Indemnifying Party**") promptly after learning of the claim, suit, proceeding or cause of action for which indemnity is being sought ("**Claim**"), and, provided that the Indemnifying Party is not contesting the indemnity obligation, shall permit the Indemnifying Party to control and assume the defense of any litigation relating to such claim and disposition of any such Claim unless the Indemnifying Party is also a party (or likely to be named a party) to the proceeding in which such claim is made and the Indemnified Party gives notice to the Indemnifying Party that it may have defenses to such claim or proceeding that are in conflict with the interests of the Indemnifying Party, in which case the Indemnifying Party shall not be so entitled to assume the defense of the case. If the Indemnifying Party does assume the defense of any Claim, it (i) shall act diligently and in good faith with respect to all matters relating to the settlement or disposition of any Claim as the settlement or disposition relates to Parties being indemnified under this Article 15, (ii) shall cause such defense to be conducted by counsel reasonably acceptable to the Indemnified Party and (iii) shall not settle or otherwise resolve any Claim without prior notice to the Indemnified Party and the consent of the Indemnified Party if such settlement involves anything other than the payment of money by the Indemnifying Party (including, for example, any settlement admitting fault or wrongdoing of the Indemnified Party, or consenting to any injunctive relief). The Indemnified Party shall reasonably cooperate with the Indemnifying Party in its defense of any claim for which the Indemnifying Party has assumed the defense in accordance with this Section 15.3, and shall have the right (at its own expense) to be present in person or through counsel at all legal proceedings giving rise to the right of indemnification. So long as the Indemnifying Party is diligently defending the Claim in good faith, the Indemnified Party shall not settle any such Claim without the prior written consent of the Indemnifying Party. If the Indemnifying Party does not assume and conduct the defense of the Claim as provided above, (a) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to the Claim in any manner the Indemnified Party may deem reasonably appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith), and (b) the Indemnifying Party will remain responsible to indemnify the Indemnified Party as provided in this Article 15.

15.4 Limitation of Liability. EXCEPT FOR (A) INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES PAID OR PAYABLE TO A THIRD PARTY BY AN INDEMNIFIED PARTY FOR WHICH THE INDEMNIFIED PARTY IS ENTITLED TO INDEMNIFICATION PURSUANT TO SECTION 15.1 OR 15.2 HEREUNDER, (B) A BREACH OF SECTION 11.1, AND/OR (C) ANY BREACH OF ANY OF SECTIONS 12.1, 15.1 AND 15.2 OF THIS AGREEMENT BY A PARTY OR ITS AFFILIATES, AND/OR (D) DAMAGES THAT ARE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LIABLE PARTY (INCLUDING GROSS NEGLIGENCE OR WILLFUL BREACH WITH RESPECT TO THE MAKING OF A PARTY'S REPRESENTATIONS AND WARRANTIES IN ARTICLE 14). IN NO EVENT SHALL EITHER PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING OUT OF THIS AGREEMENT.

15.5 Insurance. BMS shall maintain a program of self-insurance sufficient to fulfill its obligations under this Agreement and CytomX shall procure and maintain insurance, including product liability insurance, with respect to its Preclinical Development Program activities and which are consistent with normal business practices of prudent companies similarly situated to such Party at all times during which any Product is being clinically tested in human subjects or commercially distributed or sold. It is understood that such insurance shall not be construed to create a limit of either Party's liability with respect to its indemnification obligations under this Article 15. CytomX shall provide BMS with written evidence of such insurance upon request, which evidence shall be treated as CytomX Confidential Information. CytomX shall provide BMS with written notice at least thirty (30) days prior to the cancellation, non-renewal or material change in such insurance.

16. DISPUTE RESOLUTION

16.1 Disputes; Resolution by Executive Officers. The Parties recognize that disputes as to certain matters may from time to time arise during the Term that relate to decisions to be made by the Parties herein or to the Parties' respective rights and/or obligations hereunder. It is the desire of the Parties to establish procedures to facilitate the resolution of disputes arising under this Agreement in an expedient manner by mutual cooperation and without resort to arbitration or litigation. To accomplish this objective, the Parties agree to follow the procedures set forth in this Article 16 if and when a dispute arises under this Agreement, subject to Section 16.5.

Accordingly, any disputes, controversies or differences, other than a matter within the final decision-making authority of BMS, which may arise between the Parties out of or in relation to or in connection with this Agreement shall be promptly presented to the Alliance Managers for resolution. If the Alliance Managers are unable to resolve such dispute within twenty (20) Business Days after a matter has been presented to them, then upon the request of either Party by written notice, the Parties agree to meet and discuss in good faith a possible resolution thereof, which good faith efforts shall include at least one in-person meeting between the Executive Officers of each Party within twenty (20) Business Days after receipt by the other Party of such written notice. If the matter is not resolved within twenty (20) Business Days following presentation to the Executive Officers, then:

(a) if such dispute, controversy or difference involves an Arbitrable Matter, either Party may invoke the provisions of Section 16.2; or

(b) if such dispute, controversy or difference involves a Litigable Matter, either Party may pursue such remedies as it may deem necessary or appropriate.

16.2 Arbitration. Any Arbitrable Matter that is not resolved pursuant to Section 16.1, shall be settled by binding arbitration to be conducted as set forth below in this Section 16.2.

(a) Either Party, following the end of the twenty (20) Business Day period referenced in Section 16.1, may refer such issue to arbitration by submitting a written notice of such request to the other Party. In any proceeding under this Section 16.2, there shall be three (3) arbitrators. Within fourteen (14) days after delivery of such notice, each Party will nominate one arbitrator in accordance with the then current rules of the Judicial Arbitration and Mediation Services ("**JAMS**"). The two arbitrators so nominated will nominate a third arbitrator to serve as chair of the arbitration tribunal, such nomination to be made within twenty (20) days after the selection of the second arbitrator. The arbitrators shall be neutral and independent of both Parties and all of their respective Affiliates, shall have significant experience and expertise in licensing and partnering agreements in the pharmaceutical and biotechnology industries, shall have appropriate experience

with respect to the matter(s) to be arbitrated, and shall have some experience in mediating or arbitrating issues relating to such agreements. In the case of any dispute involving an alleged failure to use Diligent Efforts, the arbitrators shall in addition be an individual with experience and expertise in the worldwide development and commercialization of pharmaceuticals and the business, legal and scientific considerations related thereto. In the case of a dispute involving a scientific or accounting matter or determination, an Expert having applicable expertise and experience will be selected by the Parties to assist the arbitrators in such scientific or accounting matter or determination (and the arbitrators will select such Expert if the Parties cannot agree on such Expert within twenty (20) days following the selection of the arbitrators). The governing law in Section 17.10 shall govern such proceedings. No individual will be appointed to arbitrate a dispute pursuant to this Agreement unless he or she agrees in writing to be bound by the provisions of this Section 16.2. The place of arbitration will be Chicago, Illinois, unless otherwise agreed to by the Parties, and the arbitration shall be conducted in English.

(b) The arbitrators shall set a date for a hearing that shall be held no later than sixty (60) days following the appointment of the last of such three arbitrators. The Parties shall have the right to be represented by counsel. Except as provided herein, the arbitration shall be governed by the Comprehensive Arbitration Rules of JAMS applicable at the time of the notice of arbitration pursuant to Section 16.2(a), including the right of each Party to undertake document requests and up to five (5) depositions.

(c) The arbitrators shall use their best efforts to rule on each disputed issue within thirty (30) days after completion of the hearing described in Section 16.2(b). The determination of the arbitrators as to the resolution of any dispute shall be binding and conclusive upon the Parties, absent manifest error. All rulings of the arbitrators shall be in writing and shall be delivered to the Parties as soon as is reasonably possible. Nothing contained herein shall be construed to permit the arbitrators to award punitive, exemplary or any similar damages. The arbitrators shall render a “reasoned decision” within the meaning of the Commercial Arbitration Rules which shall include findings of fact and conclusions of law. Any arbitration award may be entered in and enforced by a court in accordance with Section 16.3 and Section 16.8.

16.3 Award. Any award to be paid by one Party to the other Party as determined by the arbitrators as set forth above under Section 16.2 shall be promptly paid in Dollars free of any tax, deduction or offset; and any costs, fees or taxes incident to enforcing the award shall, to the maximum extent permitted by law, be charged against the Party resisting enforcement. Each Party agrees to abide by the award rendered in any arbitration conducted pursuant to this Article 16, and agrees that, subject to the Federal Arbitration Act, judgment may be entered upon the final award in a court of competent jurisdiction and that other courts may award full faith and credit to such judgment in order to enforce such award. With respect to money damages, nothing contained herein shall be construed to permit the arbitrators or any court or any other forum to award punitive or exemplary damages. By entering into this agreement to arbitrate, the Parties expressly waive any claim for punitive or exemplary damages. The only damages recoverable under this Agreement are compensatory damages.

16.4 Costs. Each Party shall bear its own legal fees in connection with any arbitration procedure. The arbitrators may in their discretion assess the arbitrators’ cost, fees and expenses (and those any Expert hired by the arbitrators) against the Party losing the arbitration.

16.5 Injunctive Relief. Nothing in this Article 16 will preclude either Party from seeking equitable relief or interim or provisional relief from a court of competent jurisdiction, including a temporary

restraining order, preliminary injunction or other interim equitable relief, concerning a dispute either prior to or during any arbitration if necessary to protect the interests of such Party or to preserve the status quo pending the arbitration proceeding. For the avoidance of doubt, nothing in this Section 16.5 shall otherwise limit a breaching Party's opportunity to cure a material breach as permitted in accordance with Section 13.3 or Section 13.4.

16.6 Confidentiality. The arbitration proceeding shall be confidential and the arbitrators shall issue appropriate protective orders to safeguard each Party's Confidential Information. Except as required by Applicable Law, no Party shall make (or instruct the arbitrators to make) any public announcement with respect to the proceedings or decision of the arbitrators without prior written consent of the other Party. The existence of any dispute submitted to arbitration, and any award, shall be kept in confidence by the Parties and the arbitrators, except as required in connection with the enforcement of such award or as otherwise required by Applicable Law. Notwithstanding the foregoing, each Party shall have the right to disclose information regarding the arbitration proceeding to the same extent as it may disclose Confidential Information of the other Party under Article 12 above.

16.7 Survivability. Any duty to arbitrate under this Agreement shall remain in effect and be enforceable after termination of this Agreement for any reason.

16.8 Patent and Trademark Disputes. Notwithstanding Section 16.2, any dispute, controversy or claim relating to the inventorship, scope, validity, enforceability or infringement of any Patents or Marks Covering the manufacture, use, importation, offer for sale or sale of Products shall be submitted to a court of competent jurisdiction in the country in which such patent or trademark rights were granted or arose.

17. MISCELLANEOUS

17.1 Entire Agreement; Amendments. This Agreement, including the Exhibits hereto (which are incorporated into and made a part of this Agreement), sets forth the complete, final and exclusive agreement and all the covenants, promises, agreements, warranties, representations, conditions and understandings between the Parties hereto with respect to the subject matter hereof and supersedes, as of the Effective Date, all prior agreements and understandings between the Parties with respect to the subject matter hereof, including the Prior CDA. In the event of any inconsistency between the Preclinical Plan and this Agreement, the terms of this Agreement shall prevail. There are no covenants, promises, agreements, warranties, representations, conditions or understandings, either oral or written, between the Parties other than as are set forth herein and therein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by an authorized representative of each Party.

17.2 HSR Act Filing. The Parties shall each, prior to or as promptly as practicable after the Execution Date of this Agreement, file or cause to be filed with the U.S. Federal Trade Commission and the U.S. Department of Justice and any relevant foreign governmental authority any notifications required to be filed under the HSR Act and any applicable foreign equivalent thereof with respect to the transactions contemplated hereby; *provided* that the Parties shall each file the notifications required to be filed under the HSR Act no later than ten (10) business days after the Execution Date of this Agreement. Each Party shall be responsible for its own costs in connection with such filing, except that BMS shall be solely responsible for the applicable filing fees. The Parties shall use commercially reasonable efforts to respond promptly to any requests for additional information made by either of such agencies, and to cause the waiting periods under the HSR Act and any applicable foreign equivalent thereof to terminate or expire at the earliest

possible date after the date of filing. Each Party shall use its commercially reasonable efforts to ensure that its representations and warranties set forth in this Agreement remain true and correct at and as of the Effective Date as if such representations and warranties were made at and as of the Effective Date. Notwithstanding anything in this Agreement to the contrary, this Agreement (other than **Article 9** and this **Section 17.2**) shall not become effective until the expiration or earlier termination of the waiting period under the HSR Act in the U.S., the expiration or earlier termination of any applicable waiting period under the antitrust or competition laws of any other jurisdiction, and the approval or clearance of the transactions contemplated by this Agreement in any jurisdiction requiring advance approval or clearance (the **"Effective Date"**).

17.3 Export Control. This Agreement is made subject to any restrictions concerning the export of products or technical information from the U.S. or other countries which may be imposed upon or related to CytomX or BMS from time to time. Each Party agrees that it shall not export, directly or indirectly, any technical information acquired from the other Party under this Agreement or any products using such technical information to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other governmental entity.

17.4 Rights in Bankruptcy.

(a) All rights and licenses granted under or pursuant to this Agreement by one Party to the other are, for all purposes of Section 365(n) of Title 11 of the United States Code ("**Title 11**"), licenses of rights to "intellectual property" as defined in Title 11, and, in the event that a case under Title 11 is commenced by or against either Party (the "**Bankrupt Party**"), the other Party shall have all of the rights set forth in Section 365(n) of Title 11 to the maximum extent permitted thereby. During the Term, each Party shall create and maintain current copies to the extent practicable of all such intellectual property. Without limiting the Parties' rights under Section 365(n) of Title 11, if a case under Title 11 is commenced by or against the Bankrupt Party, the other Party shall be entitled to a copy of any and all such intellectual property and all embodiments of such intellectual property, and the same, if not in the possession of such other Party, shall be promptly delivered to it (i) before this Agreement is rejected by or on behalf of the Bankrupt Party, within thirty (30) days after the other Party's written request, unless the Bankrupt Party, or its trustee or receiver, elects within thirty (30) days to continue to perform all of its obligations under this Agreement, or (ii) after any rejection of this Agreement by or on behalf of the Bankrupt Party, if not previously delivered as provided under clause (i) above. All rights of the Parties under this Section 17.4 and under Section 365(n) of Title 11 are in addition to and not in substitution of any and all other rights, powers, and remedies that each Party may have under this Agreement, Title 11, and any other Applicable Law. The non-Bankrupt Party shall have the right to perform the obligations of the Bankrupt Party hereunder with respect to such intellectual property, but neither such provision nor such performance by the non-Bankrupt Party shall release the Bankrupt Party from any such obligation or liability for failing to perform it.

(b) The Parties agree that they intend the foregoing non-Bankrupt Party rights to extend to the maximum extent permitted by law and any provisions of applicable contracts with Third Parties, including for purposes of Title 11, (i) the right of access to any intellectual property (including all embodiments thereof) of the Bankrupt Party or any Third Party with whom the Bankrupt Party contracts to perform an obligation of the Bankrupt Party under this Agreement, and, in the case of the Third Party, which is necessary for the Development, Regulatory Approval and manufacture of Products and (ii) the right to contract directly with any Third Party described in (i) in this sentence to complete the contracted work.

(c) Any intellectual property provided pursuant to the provisions of this Section 17.4 shall be subject to the licenses set forth elsewhere in this Agreement and the payment obligations of this Agreement, which shall be deemed to be royalties for purposes of Title 11.

(d) In the event that after the Effective Date CytomX enters into a license agreement with a Third Party with respect to intellectual property that will be sublicensed to BMS hereunder, CytomX will use commercially reasonable efforts to enable BMS to receive a direct license from any such Third Party in the event that such license agreement between CytomX and such Third Party is terminated during the Term solely on account of CytomX becoming a Bankrupt Party.

(e) Notwithstanding anything to the contrary in Article 9, in the event that CytomX is the Bankrupt Party, BMS may take appropriate actions in connection with the filing, prosecution, maintenance and enforcement of any Product Specific Patents licensed to BMS under this Agreement without being required to consult with CytomX before taking any such actions, *provided* that such actions are consistent with this Agreement.

17.5 Force Majeure. Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming Party promptly provides notice of such prevention to the other Party. Such excuse shall be continued so long as the condition constituting force majeure continues. The Party affected by such force majeure also shall notify the other Party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "**force majeure**" shall include conditions beyond the control of the Parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

17.6 Notices. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate Party at the address specified below or such other address as may be specified by such Party in writing in accordance with this Section 17.6, and shall be deemed to have been given for all purposes (a) when received, if hand-delivered or sent by a reputable international expedited delivery service, or (b) five (5) Business Days after mailing, if mailed by first class certified or registered mail, postage prepaid, return receipt requested.

For CytomX: CytomX Therapeutics, Inc.
343 Oyster Point Blvd., Suite 100
South San Francisco, CA, 94080—1913
Attention: CEO

With a copy to:	Kenneth A. Clark Wilson, Sonsini, Goodrich & Rosati LLP 650 Page Mill Road Palo Alto, CA 94303 Fax: 1-650-493-6811
For BMS:	Bristol-Myers Squibb Company Route 206 and Province Line Road Princeton, NJ 08543-4000 Attention: Senior Vice President, Strategy, Alliances and Transactions
With a copy to:	Bristol-Myers Squibb Company Route 206 and Province Line Road Princeton, NJ 08543-4000 Attention: Vice President and Assistant General Counsel, Business Development and Licensing

Furthermore, a copy of any notices required or given under Section 9.6(a) of this Agreement shall also be addressed to the Vice President and Chief Intellectual Property Counsel of BMS at the address set forth in Section 9.6(a).

17.7 Independent Contractors. Each Party shall act solely as an independent contractor, and nothing in this Agreement shall be construed to give either Party the power or authority to act for, bind, or commit the other Party in any way. Nothing herein shall be construed to create the relationship of partners, principal and agent, or joint-venture partners between the Parties.

17.8 Maintenance of Records. Each Party shall maintain complete and accurate records of all work conducted under this Agreement and all results, data and developments made pursuant to its efforts under this Agreement. Such records shall be complete and accurate and shall fully and properly reflect all work done and results achieved in the performance of this Agreement in sufficient detail and in good scientific manner appropriate for patent and regulatory purposes. Each Party shall maintain such records for a period of four (4) years after such records are created; *provided* that records may be maintained for an appropriate longer period in accordance with each Party's internal policies on record retention in order to ensure the preservation, prosecution, maintenance or enforcement of intellectual property rights. Each Party shall keep and maintain all records required by Applicable Law with respect to Products.

17.9 Assignment. Neither Party may assign this Agreement or assign or transfer any rights or obligations hereunder without the prior written consent of the other, except that a Party may make such an assignment or transfer without the other Party's consent (i) to any Affiliate of such Party, *provided* that such transfer shall not adversely affect the other Party's rights and obligations under this Agreement and that such assigning/transferring Party remains jointly and severally liable with such Affiliate for the performance of this Agreement and/or the assigned obligations, or (ii) to any Third Party successor-in-interest or purchaser of all or substantially all of the business or assets of such Party to which this Agreement relates (with such business and assets, in the case of CytomX, to include the CytomX Technology), whether in a merger, combination, reorganization, sale of stock, sale of assets or other transaction; *provided*, *however*, that in each case (i) and (ii) that the assigning Party provides written notice to the other Party of such assignment and the assignee shall have agreed in writing to be bound (or is otherwise required by operation of Applicable Law to

be bound) in the same manner as such assigning Party hereunder; and *further provided* that if such assignment by BMS would result in withholding or other similar taxes becoming due on payments to CytomX under this Agreement, then any such assignment will require CytomX's prior written consent absent an express agreement by BMS or the assignee to pay or reimburse CytomX for any such taxes resulting from such assignment, such consent not to be unreasonably withheld or delayed. In addition, either Party may assign its right to receive proceeds under this Agreement or grant a security interest in such right to receive proceeds under this Agreement to one or more Third Parties providing financing to such Party pursuant to the terms of a security or other agreement related to such financing (i.e., for purposes of a royalty financing arrangement). Any permitted assignment shall be binding on the successors of the assigning Party. Any assignment or attempted assignment by either Party in violation of the terms of this Section 17.9 shall be null, void and of no legal effect. For clarity, the provisions of this Section 17.9 shall not apply to or encompass sublicensing of the rights licensed to a Party under this Agreement.

17.10 Governing Law. This Agreement shall be governed by and construed and enforced under the substantive laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise make this Agreement subject to the substantive law of another jurisdiction. For clarification, any dispute relating to the inventorship, scope, validity, enforceability or infringement of any patent right shall be governed by and construed and enforced in accordance with the patent laws of the applicable jurisdiction.

17.11 Performance by Affiliates. Subject to the terms and conditions of this Agreement, each Party may discharge any obligations and exercise any right hereunder through any of its Affiliates. Each Party hereby guarantees the performance by its Affiliates of such Party's obligations under this Agreement, and shall cause its Affiliates to comply with the provisions of this Agreement in connection with such performance. Any breach by a Party's Affiliate of any of such Party's obligations under this Agreement shall be deemed a breach by such Party, and the other Party may proceed directly against such Party without any obligation to first proceed against such Party's Affiliate.

17.12 Further Actions. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

17.13 Compliance with Applicable Law. Each Party shall comply with Applicable Law in the course of performing its obligations or exercising its rights pursuant to this Agreement. Neither Party (nor any of their Affiliates) shall be required under this Agreement to take any action or to omit to take any action otherwise required to be taken or omitted by it under this Agreement if the taking or omitting of such action, as the case may be, could in its opinion violate any settlement, consent order, corporate integrity agreement, or judgment to which it may be subject from time to time during the Term. Notwithstanding anything to the contrary in this Agreement, neither Party nor any of its Affiliates shall be required to take, or shall be penalized for not taking, any action that such Party reasonably believes is not in compliance with Applicable Law.

17.14 Severability. If any one or more of the provisions of this Agreement are held to be invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal can be or is taken, the provision shall be considered severed from this Agreement and shall not serve to invalidate any remaining provisions hereof. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Agreement may be realized.

17.15 No Waiver. Neither Party may waive or release any of its rights or interests in this Agreement except in writing. The failure of either Party 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 or excuse a similar subsequent failure to perform any such term or condition. No waiver by either Party of any condition or term in any one or more instances shall be construed as a continuing waiver of such condition or term or of another condition or term.

17.16 Interpretation. The captions and headings to this Agreement are for convenience only, and are to be of no force or effect in construing or interpreting any of the provisions of this Agreement. Unless specified to the contrary, references to Articles, Sections or Exhibits mean the particular Articles, Sections or Exhibits of this Agreement and references to this Agreement include all Exhibits hereto. Unless context otherwise clearly requires, whenever used in this Agreement: (a) the words "include", "includes" or "including" shall be construed as incorporating also the phrase "but not limited to" or "without limitation"; (b) the word "day" or "quarter" shall mean a calendar day or quarter, unless otherwise specified; (c) the word "notice" shall mean notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement; (d) the words "hereof," "herein," "hereby" and derivative or similar words refer to this Agreement (including any Exhibits); (e) provisions that require that a Party, the Parties or the JRC hereunder "agree," "consent" or "approve" or the like shall require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise; (f) words of any gender include the other gender; (g) words using the singular or plural number also include the plural or singular number, respectively; (h) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement law, rule or regulation thereof; and (i) the word "will" shall be construed to have the same meaning and effect as the word "shall". Ambiguities, if any, in this Agreement shall not be construed against any Party, irrespective of which Party may be deemed to have authored the ambiguous provision. The language of this Agreement shall be deemed to be the language mutually chosen by the Parties and no rule of strict construction shall be applied against either Party hereto. This Agreement should be interpreted in its entirety and the fact that certain provisions of this Agreement may be cross-referenced in a Section shall not be deemed or construed to limit the application of other provisions of this Agreement to such Section and vice versa.

As used in this Agreement, the phrase 'with respect to a given Collaboration Target' or 'with respect to any Collaboration Target' or 'for a Collaboration Target' (or similar phrases) when referring to BMS' licenses or license rights or Compounds 'with respect to a Collaboration Target' (or when referring to the termination of BMS' licenses or license rights hereunder) refers to the licensed CytomX Technology or Product Specific Patent that applies to Compounds and Products targeting such Collaboration Target.

17.17 Counterparts. This Agreement may be executed in counterparts with the same effect as if both Parties had signed the same document, each of which shall be deemed an original, shall be construed together and shall constitute one and the same instrument. This Agreement may be executed and delivered through the email of pdf copies of the executed Agreement.

[signature page follows]

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Execution Date.

BRISTOL-MYERS SQUIBB COMPANY		**CYTOMX THERAPEUTICS, INC.**	
By:	/s/ Graham R. Brazier	By:	/s/ Sean McCarthy
Name:	Graham R. Brazier	Name:	Sean McCarthy
Title:	Vice President, Business Development	Title:	CEO

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

SCHEDULES AND EXHIBITS

Schedule 1.30 – Existing Antibodies and Masks

Exhibit A – Existing License Agreements

Exhibit B – CytomX Patent Rights as of the Execution Date

Exhibit C – Product Specific Patents as of the Execution Date

Exhibit D – Tools Patents as of the Execution Date

Exhibit E – Initial Preclinical Plan

Exhibit F – Collaboration Targets

Exhibit G – Reserved Targets

Exhibit H – Press Release

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Schedule 1.30

Existing Antibodies and Masks

[***]

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Exhibit A

Existing License Agreements

Exclusive License Agreement between The Regents of the University of California and CytomX Therapeutics, LLC dated August 19, 2010, as amended, including by that Amendment No. 1 to Exclusive License Agreement dated May 30, 2013, and that Amendment No. 2 to Exclusive License Agreement dated November 8, 2013.

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Exhibit B

CytomX Patent Rights as of the Effective Date

Title	CYTX Ref No.	CY	Serial No. / Issue No.	Filing / Issue Dates	Status	Assignee
[***]†						

† **Two pages of text have been omitted.**

***Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Exhibit C

Product Specific Patents as of the Effective Date

[***]

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Exhibit D

Tools Patents as of the Effective Date

Title	CYTX Ref No.	CY	Serial No. / Issue No.	Filing / Issue Dates	Status	Assignee
[***]†						

† **One page of text has been omitted.**

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Exhibit E

Initial Preclinical Plan

[***]†

† **Three pages of text have been omitted.**

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Exhibit F

Collaboration Targets

1. CTLA-4, GenBank accession number: AF414120

2. [***]

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Exhibit G
Reserved Targets

[***]

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Exhibit H
Press Release

Bristol-Myers Squibb and CytomX Therapeutics Announce Worldwide Collaboration to Develop Probody™ Therapeutics Against Multiple Immuno-Oncology Targets

(NEW YORK and SOUTH SAN FRANCISCO – May 27, 2014) - Bristol-Myers Squibb Company (NYSE: BMY) and CytomX Therapeutics, Inc. today announced the companies have signed a worldwide research collaboration and license agreement to discover, develop and commercialize novel therapies against multiple immuno-oncology targets using CytomX's proprietary Probody™ Platform.

Probodies are monoclonal antibodies that are selectively activated within the cancer microenvironment, focusing the activity of therapeutic antibodies to tumors and sparing healthy tissue. The unique selectivity of Probodies expands the therapeutic window for both validated and novel targets, and has the potential to create multiple new classes of safer and more effective therapies.

"Immuno-oncology offers a tremendous opportunity to change how cancer is treated, and Bristol-Myers Squibb is committed to advancing our immuno-oncology drug research and development for patients living with the disease," said Francis Cuss, MB BChir, FRCP, executive vice president and chief scientific officer, Bristol-Myers Squibb. "The Probody Platform has the potential to broaden discovery of innovative therapies, and the collaboration with CytomX reflects our continued leadership in immuno-oncology."

Under the terms of the agreement, CytomX will grant Bristol-Myers Squibb exclusive worldwide rights to develop and commercialize Probodies for up to four oncology targets including CTLA-4, a clinically validated immune inhibitory checkpoint receptor. Bristol-Myers Squibb will have certain additional rights to substitute up to two collaboration targets. Bristol-Myers Squibb will make an upfront payment of $50 million to CytomX and provide research funding over

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

the course of the research term. CytomX will also be eligible to receive additional preclinical payments and up to $298 million in future development, regulatory and sales milestone payments for each collaboration target, as well as tiered mid-single-digit rising to low-double-digit royalty payments on net sales of each product commercialized by Bristol-Myers Squibb. Closing of the transaction is subject to customary closing conditions, including clearance under the Hart-Scott-Rodino Antitrust Improvements Act.

"We are thrilled to announce our first cancer immunotherapy collaboration with an unequivocal leader in this field," said Sean McCarthy, D.Phil., chief executive officer of CytomX. "This strategic alliance with Bristol-Myers Squibb demonstrates that our innovative Probody Platform has the potential to enable novel therapies in this transformational area of cancer research and development. This collaboration, together with our recently announced partnerships in the Probody Drug Conjugate space, illustrate the breadth of Probody technology and how we aim to make a difference in the lives of patients. We look forward to collaborating with Bristol-Myers Squibb to advance highly differentiated Probody therapeutics into development."

About Bristol-Myers Squibb

Bristol-Myers Squibb is a global biopharmaceutical company whose mission is to discover, develop and deliver innovative medicines that help patients prevail over serious diseases. For more information, please visit www.bms.com or follow us on Twitter at http://twitter.com/bmsnews.

About CytomX

CytomX Therapeutics, the Probody™ therapeutics company, is developing the next generation of antibody therapies. Probodies are masked antibodies that remain inert in healthy tissue but are activated specifically in the disease microenvironment. The Probody approach is designed to blunt systemic toxicities associated with antibodies and expand the therapeutic window of these drugs, unlocking new therapeutic targets. The Company is initially focusing this highly innovative platform to discover and develop new immunotherapy and antibody drug conjugate therapies to treat areas of major unmet medical need in oncology. CytomX has attracted multiple strategic collaborations with industry-leading pharmaceutical companies including Pfizer Inc., ImmunoGen and Bristol-Myers Squibb. CytomX is led by a seasoned and proven management team and is financed by leading life science investors, including Third Rock Ventures, Canaan Partners and the Roche Venture Fund. For more information, please visit www.cytomx.com.

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Bristol-Myers Squibb Forward-Looking Statement

This press release contains "forward-looking statements" as that term is defined in the Private Securities Litigation Reform Act of 1995 regarding the research, development and commercialization of pharmaceutical products. Such forward-looking statements are based on current expectations and involve inherent risks and uncertainties, including factors that could delay, divert or change any of them, and could cause actual outcomes and results to differ materially from current expectations. No forward-looking statement can be guaranteed. Among other risks, there can be no guarantee that the compounds mentioned in this release will move into full product development, that the clinical trials of these compounds will support regulatory filings, that these compounds will receive regulatory approval or, if approved, that they will become commercially successful products. Forward-looking statements in this press release should be evaluated together with the many uncertainties that affect Bristol-Myers Squibb's business, particularly those identified in the cautionary factors discussion in Bristol-Myers Squibb's Annual Report on Form 10-K for the year ended December 31, 2013 in our Quarterly Reports on Form 10-Q and our Current Reports on Form 8-K. Bristol-Myers Squibb undertakes no obligation to publicly update any forward-looking statement, whether as a result of new information, future events or otherwise.

Contacts

Bristol-Myers Squibb
Media:
Ken Dominski, 609-252-5251, ken.dominski@bms.com

Investors:
Ranya Dajani, 609-252-5330, ranya.dajani@bms.com
Ryan Asay, 609-252-5020, ryan.asay@bms.com

CytomX
Media:
Dan Budwick, Pure Communications, Inc.
dan@purecommunicationsinc.com
973-271-6085

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Exhibit 10.19

FOIA CONFIDENTIAL TREATMENT REQUESTED

RESEARCH COLLABORATION, OPTION AND LICENSE AGREEMENT

BY AND BETWEEN

PFIZER INC.

AND

CYTOMX THERAPEUTICS, INC.

MAY 30, 2013

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

TABLE OF CONTENTS

		Page
1.	DEFINITIONS.	1
2.	RESEARCH PROGRAM.	19
2.1.	**Selection of Research Project Targets**.	19
2.2.	**Scope and Conduct of the Research Program**.	21
2.3.	**Research Plans**.	22
2.4.	**Governance of the Research Program.**	23
2.5.	**Alliance Managers**.	25
2.6.	**Conformance with Law**.	25
2.7.	**CytomX Personnel Matters.**	25
2.8.	**Debarment Certification**.	25
2.9.	**Subcontractors**.	25
2.10.	Inspections.	26
2.11.	**Records**.	26
2.12.	**Transfer and Use of Pfizer Proprietary Materials**.	26
3.	PRODUCT DEVELOPMENT, MANUFACTURING, COMMERCIALIZATION AND REGULATORY MATTERS.	28
3.1.	**General**.	28
3.2.	**Diligence.**	28
3.3.	**Regulatory Approvals**.	30
3.4.	**Control of Commercialization Activities**.	30
3.5.	**Manufacturing**.	30
3.6.	**Progress Reporting**.	31
3.7.	**Regulatory Information**.	31

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

4. LICENSES AND RELATED GRANTS OF RIGHTS. 32
4.1. **Grants to Pfizer**. 32
4.2. **Grants to CytomX**. 34
4.3. **Reciprocal Non-Exclusive Research License for Disclosed Know-How and Confidential Information**. 35
4.4. **Retained Rights**. 36
4.5. **Exclusivity**. 36
4.6. **Section 365(n) of Bankruptcy Code**. 36
4.7. **No Implied Rights**. 37
5. PAYMENTS TO CYTOMX. 37
5.1. **Upfront and Option Fee**. 37
5.2. **Option Exercise Fee**. 37
5.3. **Research Support Funding**. 37
5.4. **Milestones**. 39
5.5. **Royalties**. 42
5.6. **Reports and Payments.** 46
5.7. **Maintenance of Records; Audits.** 47
6. INTELLECTUAL PROPERTY. 48
6.1. **Inventions.** 48
6.2. **Patent Rights.** 50
6.3. **Interference, Opposition, Revocation and Declaratory Judgment Actions**. 58
7. CONFIDENTIALITY. 59
7.1. **Confidentiality**. 59

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

7.2. **Authorized Disclosure**. 59
7.3. **Public Announcements; Publications**. 62
7.4. **Obligations in Connection with Change of Control**. 63
8. REPRESENTATIONS AND WARRANTIES. 63
8.1. **Mutual Representations and Warranties**. 63
8.2. **Representations and Warranties of CytomX**. 64
8.3. **CytomX Covenants**. 66
8.4. **Representation by Legal Counsel**. 67
8.5. **Disclaimer**. 67
9. GOVERNMENT APPROVALS; TERM AND TERMINATION. 68
9.1. **Government Approvals**. 68
9.2. **Term**. 68
9.3. **Termination by Either Party for Cause**. 68
9.4. **Termination by Pfizer for Convenience**. 68
9.5. **Termination on Insolvency of CytomX**. 68
9.6. **Effects of Termination**. 68
9.7. **Disposition of Inventories of Products**. 73
9.8. **Survival of Certain Obligations**. 73
9.9. **Right to Termination of Research Project(s) or Research Program by Pfizer upon Change of Control of CytomX**. 73
9.10 **Effects of CytomX Change of Control.** 74
10. LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE. 75
10.1. **No Consequential Damages**. 75
10.2. **Indemnification by Pfizer**. 75

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

10.3. Indemnification by CytomX. 76
10.4. **Procedure**. 76
10.5. **Insurance**. 78
11. MISCELLANEOUS. 78
11.1. **Assignment**. 78
11.2. **Further Actions**. 79
11.3. **Force Majeure**. 79
11.4. **Notices**. 79
11.5. **Amendment**. 80
11.6. **Waiver**. 80
11.7. **Severability**. 80
11.8. **Descriptive Headings**. 81
11.9. **Dispute Resolution**. 81
11.10. **Governing Law**. 82
11.11. **Consent to Jurisdiction**. 82
11.12. **Entire Agreement**. 82
11.13. **Independent Contractors**. 82
11.14. **Counterparts**. 83
11.15. **No Third Party Rights or Obligations**. 83

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

EXHIBITS

Exhibit 2.3.1: EGFR Research Plan

SCHEDULES

Schedule 1.51: EGFR
Schedule 1.54: EGFR Probody
Schedule 1.159: Tool Patent Rights
Schedule 6.2.1(d): Countries for Filing National Phase Applications (Part A and Part B)
Schedule 7.3.1: Press Release
Schedule 8.2.1: CytomX Third Party Agreements
Schedule 8.2.3: CytomX Patent Rights
Schedule 8.2.8: Government Funding Agreements
Schedule 8.2.9: Agreements Limiting IP Rights
Schedule 8.2.10: Disclosed Third Party Agreements

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

RESEARCH COLLABORATION, OPTION AND LICENSE AGREEMENT

This Research Collaboration, Option and License Agreement (the "**Agreement**") is entered into as of May 30, 2013 (the "**Effective Date**"), by and among Pfizer, Inc., a corporation organized and existing under the laws of the State of Delaware and having a place of business at 235 East 42nd Street, New York, New York, 10017 United States ("**Pfizer**") and CytomX Therapeutics, Inc., a corporation organized and existing under the laws of Delaware and having a place of business at 650 Gateway Blvd., Suite 125, South San Francisco, California, 94080 United States ("**CytomX**"). Pfizer and CytomX may each be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Pfizer is engaged in the research, development and commercialization of pharmaceutical and health care products and has developed and owns proprietary rights to certain technology enabling antibody-drug conjugation, including technology relating to Linkers and Payloads;

WHEREAS, CytomX has developed and owns proprietary rights to certain technology relating to a proprietary platform to enable the development of fully recombinant, protease-activated monoclonal antibodies, including Probodies (as defined below); and

WHEREAS, Pfizer and CytomX desire to collaborate to discover and research novel Probodies and Probody drug conjugates active against certain designated targets and to provide for Pfizer to further research, develop, manufacture and commercialize Probody drug conjugates, as provided for herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS.

When used in this Agreement, the following capitalized terms shall have the meanings set forth in this Article 1. Any terms defined elsewhere in this Agreement shall be given equal weight and importance as though set forth in Article 1.

1.1. "**Acquirer**" is defined in Section 9.10.1(b).

1.2. "**ADC**" means an Antibody conjugated to a Payload using a Linker, other than a PDC.

1.3. "**Additional Target**" is defined in Section 2.1.6.

1.4. "**Additional Target Designation Date**" is defined in Section 2.1.6.

1.5. "**Additional Target Fee**" is defined in Section 2.1.6.

1.6. "**Additional Third Party Licenses**" is defined in Section 5.5.2(b).

1.7. "**Affiliate**" means, with respect to any Person, any other Person that controls, is controlled by or is under common control with such Person. A Person shall be regarded as in control of another entity if it owns or controls at least fifty percent (50%) of the equity securities of the subject entity entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, for the election of the corresponding managing authority), provided, however, that the term "Affiliate" shall not include subsidiaries or other entities in which a Party or its Affiliates owns a majority of the ordinary voting power necessary to elect a majority of the board of directors or other managing authority, but is restricted from electing such majority by contract or otherwise, until such time as such restrictions are no longer in effect.

1.8. "**Agreement**" is defined in the introduction to this Agreement.

1.9. "**Agreement PDC**" means any PDC incorporating an Agreement Probody Targeting a Research Project Target.

1.10. "**Agreement Probody**" means (a) an EGFR Probody, (b) any Probody that is identified, created or developed in the course of the Research Program as Targeting a Research Project Target and (c) any modification or derivative of a Probody referenced under clause (a) or (b) of this Section 1.10 that is (i) developed by Pfizer, (ii) Targets a Research Project Target and (iii) is claimed or covered by CytomX Technology or Developed IP.

1.11. "**Alliance Manager**" is defined in Section 2.5.

1.12. "**Annual Net Sales**" means, with respect to any Licensed Product in a Pfizer Year during the applicable Royalty Term for such Licensed Product, the aggregate Net Sales by Pfizer, its Affiliates and its Sublicensees from the sale of such Licensed Product in the Territory during such Pfizer Year.

1.13. "**Antibody**" means a molecule which comprises or contains: (a) one or more immunoglobulin variable domains; (b) fragments, variants, modifications or derivatives of such immunoglobulin variable domains irrespective of origin or source, including but not limited to antigen binding portions including Fab, Fab', F(ab')2, Fv, dAb and CDR fragments, single chain antibodies (scFv), chimeric antibodies, monospecific antibodies, diabodies and polypeptides (including humanized versions thereof) that contain at least a portion of an immunoglobulin that is sufficient to confer specific antigen binding to the polypeptide; or (c) the nucleic acid consisting of a sequence of nucleotides encoding (or complementary to a nucleic acid encoding) the foregoing molecules in (a) or (b). For clarity, as used in this Agreement, the term "Antibody" shall not include Probodies or PDCs.

1.14. "**Applicable Law**" means the laws, statutes, rules, regulations, guidelines, or other requirements that may be in effect from time to time and apply to a Party's activities to be performed under this Agreement, including any such laws, statutes, rules, regulations, guidelines or other requirements of the FDA or the EMA.

1.15. "**Asia**" means Japan and China.

1.16. "**Available**" means with respect to a proposed Second Target, Replacement Target or Additional Target, that such Target shall be available, as of the date of CytomX's receipt of the applicable Proposed Target Notice, for designation by Pfizer as a Research Project Target unless (a) CytomX has granted, is subject to a Binding Obligation that prevents it from granting, or has an agreement in principal to grant (as evidenced by an agreed term sheet or letter of intent setting forth the material terms related to such proposed Target) to a Third Party a license or rights to acquire a license to Develop or Commercialize Probodies or PDCs Targeting such proposed Target prior to the date of receipt of the written notice from Pfizer, (b) CytomX is engaged in confidential discussions, which have been active within sixty (60) days prior to Pfizer's written notice, with a Third Party (as evidenced by an executed nondisclosure agreement under which the identity of such proposed Target was disclosed to CytomX) related to the Development or Commercialization of Probodies or PDCs Targeting such proposed Target, prior to the date of receipt of the written notice from Pfizer, as certified in writing by CytomX's CEO, or (c) CytomX has initiated antibody discovery directed to such proposed Target, as evidenced by CytomX's written records, as of the date of receipt of the written notice from Pfizer.

1.17. "**Bankruptcy Code**" is defined in Section 4.6.

1.18. "**Binding Obligation**" means, with respect to a Party (a) any oral or written agreement or arrangement that binds or legally affects such Party's operations or property, including any assignment, license agreement, loan agreement, guaranty, or financing agreement; (b) the provisions of such Party's charter, bylaws or other organizational documents or (c) any order, writ, injunction, decree or judgment of any court or Governmental Authority entered against such Party or by which any of such Party's operations or property are bound.

1.19. "**Biosimilar Biologic Product**" is defined in Section 5.5.2(a).

1.20. "**Biosimilar Notice**" means a copy of any application submitted by a Third Party to the FDA under 42 U.S.C. § 262(k) of the PHS Act (or, in the case of a country of the Territory outside the United States, any similar law) for Regulatory Approval of a biological product, which application identifies a Licensed Product as the reference product with respect to such product, and other information that describes the process or processes used to manufacture the biological product.

1.21. "**Business Day**" means a day other than a Saturday, a Sunday or a day that is a national holiday in the United States.

1.22. "**Calendar Quarter**" means the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 or December 31, for so long as this Agreement is in effect.

1.23. "**Calendar Year**" means each successive period of twelve (12) calendar months commencing on January 1 and ending on December 31.

1.24. "**CAN Status**" means the approval of candidate selection status for a particular Agreement PDC by Pfizer's Oncology Research Development Board or other governance body with the same or higher authority, based upon Pfizer's then prevailing criteria for early drug development activities, as documented in meeting minutes of such board or other body.

1.25. "**Change of Control**" means, with respect to a Party, (a) a merger, reorganization or consolidation of such Party with a Third Party which results in the voting securities of such Party outstanding immediately prior thereto ceasing to represent at least fifty (50%) of the combined voting power of the surviving entity immediately after such merger, reorganization or consolidation, (b) a Third Party becoming the beneficial owner of fifty (50%) or more of the combined voting power of the outstanding securities of such Party or (c) the sale or other transfer to a Third Party of all or substantially all of such Party's business or assets to which this Agreement relates.

1.26. "**Combination Product**" means a Licensed Product containing an Agreement PDC and one or more other therapeutically active ingredients or products. For clarity, a Payload conjugated into an Agreement PDC contained in a Licensed Product shall not be considered an additional therapeutically active ingredient or product for the purposes of determining whether such Licensed Product is a Combination Product under this Agreement.

1.27. "**Commercial License**" is defined in Section 4.1.3.

1.28. "**Commercialization**" or "**Commercialize**" means activities directed to marketing, promoting, distributing, importing, exporting, using for commercial purposes or selling or having sold a Licensed Product. Commercialization shall not include any activities related to Manufacturing or Development.

1.29. "**Commercially Reasonable Efforts**" means, with respect to the efforts to be expended by a Party with respect to any objective, those reasonable, good faith efforts to accomplish such objective as such Party would normally use to accomplish a similar objective under similar circumstances. With respect to any efforts relating to the Development, Regulatory Approval or Commercialization of an Agreement PDC or Licensed Product by a Party, generally or with respect to any particular country in the

Territory, a Party will be deemed to have exercised Commercially Reasonable Efforts if such Party has exercised those efforts normally used by such Party, in the relevant country, with respect to a compound, product or product candidate, as applicable, owned or Controlled by such Party, or to which such Party has similar rights, which compound, product or product candidate is of similar market potential in such country, and is at a similar stage in its development or product life cycle as the Agreement PDC or Licensed Product, taking into account all relevant factors in effect at the time such efforts are to be expended. It is expressly understood that the use of Commercially Reasonable Efforts may result in ceasing the Development, Regulatory Approval or Commercialization of an Agreement PDC or Licensed Product. Further, to the extent that the performance of a Party's obligations hereunder is adversely affected by the other Party's failure to perform its obligations hereunder, the impact of such performance failure will be taken into account in determining whether such Party has used its Commercially Reasonable Efforts to perform any such affected obligations.

1.30. "**Confidential Information**" of a Party means all Know-How or other information, including proprietary information and materials (whether or not patentable) regarding such Party's technology, products, business or objectives, that is communicated in any way or form by the Disclosing Party to the Receiving Party, either prior to or after the Effective Date of this Agreement (including any information disclosed pursuant to the Confidentiality Agreement), and whether or not such Know-How or other information is identified as confidential at the time of disclosure. The terms and conditions of this Agreement shall be deemed to be the Confidential Information of each Party. CytomX Improvements shall be deemed to be the Confidential Information of CytomX. Pfizer Improvements shall be deemed to be the Confidential Information of Pfizer. Confidential Information within the Developed IP conceived or generated in the course of performing Research Plan Activities with respect to a particular Research Plan Target shall be deemed to be the Confidential Information of both Parties until the earlier of expiration of the Option Period for such Research Plan Target or such time as such Research Plan Target ceases to be a Research Project Target for purposes of this Agreement; thereafter, Confidential Information within such Developed IP shall be deemed to be the Confidential Information of the Party owning such Developed IP or of both Parties in the case of Joint Developed IP, except that any such Confidential Information within the PDC Developed IP, upon assignment thereof to Pfizer pursuant to Section 6.1.1(d), shall be deemed to be the Confidential Information solely of Pfizer.

1.31. "**Confidentiality Agreement**" means that certain Confidentiality Agreement between the Parties dated July 27, 2012.

1.32. "**Control**" or "**Controlled**" means, with respect to any (a) item of information, including Know-How, or (b) intellectual property right, the possession (whether by ownership interest or license, other than pursuant to this Agreement) by a Party of the ability to grant to the other Party access to or a license under such item or right, as provided herein, without violating the terms of any agreement or other arrangements with any Third Party.

1.33. "**CytomX Improvement**" means any Patent Right, Know-How or other intellectual property right (i) that is conceived or generated in the course of performing Research Plan Activities during the applicable Research Term by or on behalf of employees, agents or independent contractors of a Party or any of its Affiliates, solely or jointly with the employees, agents or independent contractors of the other Party or any of its Affiliates, and (ii) that (A) consists of a modification or improvement relating to the CytomX Technology, (B) would be generally applicable to compounds other than PDCs or ADCs, (C) is not specifically directed to one or more of the Agreement PDCs or the Pfizer Technology and (D) could have reasonably been developed or discovered without the aid, use or application of Pfizer Technology, Pfizer Improvements or Pfizer's Confidential Information or any improvements or enhancements thereto. For clarity, the composition and use of Substrates and Masks so conceived or generated in the course of performing Research Plan Activities during the applicable Research Term, in each case that are not uniquely useful with an Agreement Probody, shall constitute CytomX Improvements and CytomX Improvements shall exclude PDC Developed IP.

1.34. "**CytomX Indemnified Party**" is defined in Section 10.2.

1.35. "**CytomX Insolvency Event**" means the occurrence of any of the following: (a) a case is commenced by or against CytomX under applicable bankruptcy, insolvency or similar laws, and is not dismissed within ninety (90) days, (b) CytomX files for or is subject to the institution of bankruptcy, reorganization, liquidation, receivership or similar proceedings, (c) CytomX assigns all or a substantial portion of its assets for the benefit of creditors, (d) a receiver or custodian is appointed for CytomX's business, (e) a substantial portion of CytomX's business is subject to attachment or similar process, or (f) anything analogous to any of the events described in the foregoing clauses (a) through (e) occurs under the laws of any applicable jurisdiction.

1.36. "**CytomX Know-How**" means any Know-How comprised in the CytomX Technology.

1.37. "**CytomX Letter**" is defined in Section5.5.2(c)(ii).

1.38. "**CytomX Patent Right**" means any Patent Right comprised in the CytomX Technology. The CytomX Patent Rights existing as of the Effective Date include those set forth on Schedule 8.2.3 attached hereto.

1.39. "**CytomX Proprietary Materials**" means biological materials (including any Probodies, Masks or Substrates) and other tangible research materials Controlled by CytomX and provided by CytomX to Pfizer under this Agreement.

1.40. "**CytomX Technology**" means any Patent Right, Know-How or other intellectual property right that is Controlled by CytomX or any Affiliate of CytomX as of the Effective Date or, subject to the provisions of Sections 5.5.2(c) and 9.10, that comes into the Control of CytomX or any Affiliate of CytomX at any time during the Term of this

Agreement that claims, covers or is specifically directed to the composition of, or any method of using or method of making or any Tools for Developing, any Probody, Mask or Substrate.

1.41. "**CytomX Third Party Agreement**" means: (i) any agreement between, on the one hand, CytomX or its Affiliate and, on the other hand, a Third Party, existing as of the Effective Date under which CytomX obtains rights in or to any Licensed Intellectual Property; and (ii) any agreement between, on the one hand, CytomX or its Affiliate and, on the other hand, a Third Party, entered into after the Effective Date under which CytomX or its Affiliate obtains rights in or to any Licensed Intellectual Property to the extent such Agreement is referenced under Section 5.5.2(b) or is elected by Pfizer as a CytomX Third Party Agreement pursuant to Section 5.5.2(c).

1.42. **"CytomX Usable Developed IP**" is defined in Section 7.2.1.

1.43. "**Develop**" or "**Development**" means to discover, research or otherwise develop a product, including conducting any pre-clinical, non-clinical or clinical research and any drug development activity, including discovery, research, toxicology, pharmacology and other similar efforts, test method development and stability testing, manufacturing process development, formulation development, delivery system development, quality assurance and quality control development, statistical analysis, clinical studies (including pre- and post-approval studies), development of diagnostic assays in connection with clinical studies, and all activities directed to obtaining any Regulatory Approval, including any marketing, pricing or reimbursement approval.

1.44. "**Developed IP**" means any Patent Right, Know-How or other intellectual property right, excluding CytomX Improvements and Pfizer Improvements, that is conceived or generated in the course of performing Research Plan Activities during the applicable Research Term (a) solely by or on behalf of employees, agents or independent contractors of CytomX or any of its Affiliates, (b) solely by or on behalf of employees, agents or independent contractors of Pfizer or any of its Affiliates or (c) jointly by or on behalf of (i) employees, agents or independent contractors of CytomX or any of its Affiliates and (ii) employees, agents or independent contractors of Pfizer or any of its Affiliates.

1.45. "**Development Milestone**" is defined in Section 5.4.1.

1.46. "**Development Milestone Payment**" is defined in Section 5.4.1.

1.47. "**Diligence Issue**" is defined in Section 3.2.4.

1.48. "**Disclosed Third Party Agreement**" is defined in Section 8.2.10.

1.49. "**Disclosing Party**" is defined in Section 7.1.

1.50. "**Effective Date**" is defined in the introduction to this Agreement.

1.51. "**EGFR**" means the Target corresponding to epidermal growth factor receptor, as more specifically described on Schedule 1.51.

1.52. "**EGFR Continuation Product**" means all Agreement PDCs Targeting EGFR that are or have been under Development or Commercialization by Pfizer under this Agreement at the time of or prior to termination of this Agreement.

1.53. "**EGFR PDC**" means any Agreement PDC incorporating an EGFR Probody.

1.54. "**EGFR Probody**" means the Probody described on Schedule 1.54 and any other Probody Targeting EGFR that is developed under the Research Plan for EGFR or otherwise provided to Pfizer hereunder and which shall be added to the Schedule 1.54.

1.55. "**EMA**" means the European Medicines Agency, or any successor agency thereto.

1.56. "**FD&C Act**" means the United States Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301 et seq.), as amended, and the rules and regulations promulgated thereunder.

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

1.58. "**Field**" means human and veterinary therapeutic, diagnostic, prophylactic and prognostic purposes.

1.59. "**First Commercial Sale**" means, with respect to any Licensed Product and any country of the world, the first sale of such Licensed Product under this Agreement by Pfizer, its Affiliates or its Sublicensees to a Third Party in such country, after such Licensed Product has been granted Regulatory Marketing Approval by the competent Regulatory Authorities in such country. When used without reference to a specified indication, First Commercial Sale means the First Commercial Sale for any indication.

1.60. "**FTE**" means a full time scientific equivalent person (with B.S., M.S. or Ph.D. level or equivalent degrees, including laboratory technicians with exams recognized according to European standards) year, consisting of a minimum of a total of one thousand eight hundred and eighty (1,880) hours per year of scientific work directly related to and in support of the Research Program by an employee or natural person engaged as an independent contractor of CytomX or any of its Affiliates.

1.61. "**FTE Rate**" means for the first three years after the Effective Date, [***] per FTE, and thereafter [***] per FTE.

1.62. "**GAAP**" means United States generally accepted accounting principles, consistently applied.

1.63. "**Generic Competition**" is defined in Section 5.5.2(a).

1.64. "**Governmental Authority**" means any court, agency, department, authority or other instrumentality of any national, state, county, city or other political subdivision.

1.65. "**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

1.66. "**IND**" means an Investigational New Drug Application, as defined in the FD&C Act, that is required to be filed with the FDA before beginning clinical testing of a Licensed Product in human subjects, or an equivalent foreign filing.

1.67. "**Indemnified Party**" is defined in Section 10.4.1.

1.68. "**Indemnifying Party**" is defined in Section 10.4.1.

1.69. "**Infringement**" is defined in Section 6.2.2(a).

1.70. "**Joint Developed IP**" is defined in Section 6.1.1(c).

1.71. "**Joint Patent Right**" is defined in Section 6.2.1(e).

1.72. "**Joint Research Committee**" or "**JRC**" is defined in Section 2.4.1.

1.73. "**Know-How**" means any proprietary invention, discovery, data, information, process, method, technique, material, technology, result or other know-how, whether or not patentable.

1.74. "**Liability**" is defined in Section 10.2.

1.75. "**Licensed Intellectual Property**" means any and all intellectual property (including Patent Rights and Know-How) Controlled by CytomX, including the CytomX Technology, the CytomX Improvements and CytomX's interest in the Developed IP, that is actually used by CytomX in developing Licensed Products under the applicable Research Plan or that is otherwise necessary or useful for Pfizer to make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported and otherwise exploit and Commercialize Licensed Products. Notwithstanding the foregoing, Licensed Intellectual Property shall not include: (a) any Tools, or (b) any other intellectual property generated after the end of the applicable Research Term that is not Necessary for the Development or Commercialization of the Licensed Products.

1.76. "**Licensed Product**" means any product containing an Agreement PDC, which would infringe a Valid Claim of any Licensed Intellectual Property in the absence of the Commercial License or that is claimed or covered by, or was made using or otherwise incorporates, any Licensed Intellectual Property or Developed IP.

1.77. **"Linker"**means a moiety or means used to conjugate a Payload to an Antibody or Probody.

1.78. "**Litigation Conditions**" is defined in Section 10.4.2.

1.79. "**Major EU Market Country**" means any of France, Germany, Italy, Spain or the United Kingdom.

1.80. "**Major Market Country**" means any Major EU Market Country, Japan or the United States.

1.81. "**Manufacturing**" or "**Manufacture**" means activities directed to making, producing, manufacturing, processing, filling, finishing, packaging, labeling, quality assurance testing and release, shipping or storage of a product.

1.82. "**Marginal Royalty Rates**" is defined in Section 5.5.

1.83. **"Mask"** means a peptide linked to an Antibody that is capable of inhibiting the specific binding of the Antibody to its Target.

1.84. "**Milestone Payment**" means any Development Milestone Payment or Sales Milestone Payment.

1.85. "**Necessary**" is defined in Section 5.5.2(b).

1.86. "**Net Sales**" means, with respect to a Licensed Product that is not a Combination Product, gross receipts from sales by Pfizer and its Affiliates and Sublicensees of such Licensed Product to Third Parties in the Territory, less in each case (i) bad debts, (ii) sales returns and allowances actually paid, granted or accrued, including trade, quantity and cash discounts and any other adjustments, including those granted on account of price adjustments, billing errors, rejected goods, damaged or defective goods, recalls, returns, rebates, chargeback rebates, reimbursements or similar payments granted or given to wholesalers or other distributors, buying groups, health care insurance carriers, chain pharmacies, mass merchandisers, staff model HMO's, pharmacy benefit managers or other institutions in respect of the purchase price, (iii) adjustments actually paid, granted or accrued arising from consumer discount programs or other similar programs, (iv) customs or excise duties, sales tax, consumption tax, value added tax, and other taxes (except income taxes) or duties relating to sales, (v) any payment made by Pfizer, its Affiliates or Sublicensees in respect of sales to the United States government, any state government or any foreign government, or to any other Governmental Authority, or with respect to any government-subsidized program or managed care organization, and (vi) freight and freight insurance (to the extent that Pfizer bears the cost of freight and freight insurance for the Licensed Product), in each case in accordance with GAAP, as consistently applied by Pfizer with respect to sales of the Licensed Product (the deductions described above are referred to collectively herein as "Permitted Deductions"); and

1.86.1. in the event a Licensed Product is sold as a Combination Product in any country, the Net Sales of the Combination Product, for the purposes of

determining royalty payments, shall be determined by multiplying the Net Sales (as defined above in this Section) of the Combination Product by the fraction, A/(A+B) where A is the weighted (by sales volume) average sale price in such country of the Licensed Product when sold separately in finished form, and B is the aggregate weighted (by sales volume) average sale price in such country of the other therapeutically active ingredients included in such Combination Product when sold separately in finished form. In the event that such average sale price cannot be determined for both the Licensed Product and the other product(s) included in the Combination Product, Net Sales for purposes of determining royalty payments shall be agreed by the Parties based on the relative value contributed by each component, such agreement not to be unreasonably withheld or delayed.

1.86.2. Sales between Pfizer and its Affiliates or Sublicensees shall be excluded from the computation of Net Sales and no payments will be payable on such sales except where such Affiliates or Sublicensees are end users, but Net Sales shall include the subsequent final sales to Third Parties by such Affiliates or Sublicensees. Net Sales shall be determined from books and records maintained in accordance with GAAP, as consistently applied by Pfizer with respect to sales of the Licensed Product.

1.86.3. The Parties acknowledge that Pfizer does not currently intend to Commercialize any Licensed Product solely for *in vivo* diagnostic purposes and that the Parties anticipate that any sales of any Licensed Product for such diagnostic purposes will occur only in connection with or in support of sales of a Licensed Product for therapeutic purposes. Notwithstanding the foregoing, in the event Pfizer, its Affiliates or Sublicensees Commercialize any Licensed Product for *in vivo* diagnostic purposes, sales of such Licensed Product for such diagnostic purposes shall be included in the calculation of Net Sales provided that Pfizer and CytomX will negotiate in good faith a reasonable royalty applicable to Net Sales of any such Licensed Product for such diagnostic purposes during the applicable Royalty Term, which royalty shall be no greater than the Marginal Royalty Rates otherwise set forth for Licensed Products under this Agreement, and will negotiate any changes to the definition of the terms “Agreement PDC” or “Payload” necessary to cover the proposed Licensed Product for such diagnostic purposes if such Licensed Product does not contain a Payload.

1.87. “**Non-Disclosing Party**” is defined in Section 7.3.2.

1.88. “**Notice of Dispute**” is defined in Section 11.9.1.

1.89. “**Option**” is defined in Section 4.1.1.

1.90. “**Option Exercise Date**” is defined in Section 4.1.2.

1.91. "**Option Exercise Fee**" is defined in Section 5.2.

1.92. "**Option Period**" means, on a Research Project Target-by-Research Project Target basis, the period commencing on the Effective Date and expiring upon the earlier of (a) sixty (60) days following Pfizer's first designation of CAN Status for the first Agreement PDC Targeting such Research Project Target or (b) with respect to EGFR, the third (3rd) year anniversary of the Effective Date or, with respect to the Second Target or the Replacement Target, as the case may be, the fifth (5th) anniversary of the Effective Date, or (c) with respect to an Additional Target, the third (3rd) anniversary of the Additional Target Designation Date with respect to such Additional Target.

1.93. "**Party**" and "**Parties**" is defined in the introduction to this Agreement.

1.94. "**Patent Rights**" means any and all (a) patents, (b) pending patent applications, including all provisional applications, substitutions, continuations, continuations-in-part, divisions and renewals, and all patents granted thereon, (c) all patents-of-addition, reissues, reexaminations and extensions or restorations by existing or future extension or restoration mechanisms, including patent term extensions, supplementary protection certificates or the equivalent thereof, (d) inventor's certificates, (e) any other form of government-issued right substantially similar to any of the foregoing and (f) all United States and foreign counterparts of any of the foregoing. The Patent Rights owned by either Party include any Patent Right assigned to such Party pursuant to the provisions of this Agreement.

1.95. "**Payload**" means a therapeutically active ingredient other than an Antibody.

1.96. "**PDC**" means a Probody conjugated to a Payload using a Linker.

1.97. "**PDC Developed IP**" means, with respect to a Research Project Target, Developed IP that is directed to the manufacture, composition or use of PDCs Targeting such Research Project Target.

1.98. "**Permitted Uses**" is defined in Section 7.2.1.

1.99. "**Person**" means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization, including a government or political subdivision or department or agency of a government.

1.100. "**Pfizer**" is defined in the introduction to this Agreement.

1.101. "**Pfizer Diligence Obligation**" is defined in Section 3.2.3.

1.102. "**Pfizer Improvements**" means any Patent Right, Know-How or other intellectual property right (i) that is conceived or generated in the course of performing Research

Plan Activities during the applicable Research Term by or on behalf of employees, agents or independent contractors of a Party or any of its Affiliates, solely or jointly with the employees, agents or independent contractors of the other Party or any of its Affiliates, and (ii) that (A) consists of a modification or improvement relating to the Pfizer Technology, (B) would be generally applicable to compounds other than PDCs or Probodies, (C) is not specifically directed to one or more Agreement PDCs and (D) could have reasonably been developed or discovered without the aid, use or application of CytomX Technology, CytomX Improvements, or CytomX's Confidential Information or any improvements or enhancements thereto. For clarity, the composition and use of Linkers and Payloads so conceived or generated in the course of performing Research Plan Activities during the applicable Research Term shall constitute Pfizer Improvements and Pfizer Improvements shall exclude PDC Developed IP.

1.103. "**Pfizer Indemnified Party**" is defined in Section 10.3.

1.104. "**Pfizer Know-How**" means any Know-How comprised in the Pfizer Technology.

1.105. "**Pfizer Linker**" means a Linker of which the composition, or any method of using or method of making, is Controlled by Pfizer or any Affiliate of Pfizer as of the Effective Date or that comes into the Control of Pfizer or any Affiliate of Pfizer at any time during the Term of this Agreement or is used in any Agreement PDC.

1.106. "**Pfizer Patent Right**" means any Patent Right comprised in the Pfizer Technology.

1.107. "**Pfizer Payload**" means a Payload of which the composition, or any method of using or method of making, is Controlled by Pfizer or any Affiliate of Pfizer as of the Effective Date or that comes into the Control of Pfizer or any Affiliate of Pfizer at any time during the Term of this Agreement or is used in any Agreement PDC.

1.108. "**Pfizer Proprietary Materials**" means any chemical, biological (including any Antibodies) and other tangible research materials Controlled by Pfizer and provided by Pfizer to CytomX under this Agreement.

1.109. "**Pfizer Quarter**" means each of the four thirteen week periods (a) with respect to the United States, commencing on January 1 of any Pfizer Year and (b) with respect to any country in the Territory other than the United States, commencing on December 1 of any Pfizer Year.

1.110. **"Pfizer Site-Specific Conjugation Technology"** means any Know-How or Confidential Information Controlled by Pfizer that is specifically directed to site-specific conjugation technology.

1.111. "**Pfizer Technology**" means any Patent Right, Know-How or other intellectual property right that is Controlled by Pfizer or any Affiliate of Pfizer as of the Effective Date or that comes into the Control of Pfizer or any Affiliate of Pfizer at any time during

the Term of this Agreement that claims, covers or is specifically directed to the composition of, or any method of using or method of making, any Antibody, ADC, Linker or Payload.

1.112. "**Pfizer Year**" means the 12 month fiscal periods observed by Pfizer (a) commencing on January 1 with respect to the United States and (b) commencing on December 1 with respect to any country in the Territory other than the United States

1.113. "**Phase I Clinical Study**" means a study of a Licensed Product in human subjects or patients with the endpoint of determining initial tolerance, safety, metabolism or pharmacokinetic information and clinical pharmacology of such product as and to the extent defined for the United States in 21 C.F.R. § 312.21(a), or its successor regulation, or the equivalent regulation in any other country.

1.114. "**Phase II Clinical Study**" means a study of a Licensed Product in human patients to determine the safe and effective dose range in a proposed therapeutic indication as and to the extent defined for the United States in 21 C.F.R. § 312.21(b), or its successor regulation, or the equivalent regulation in any other country.

1.115. "**Phase III Clinical Study**" means a study of a Licensed Product in human patients with a defined dose or a set of defined doses of a Licensed Product designed to (a) ascertain efficacy and safety of such Licensed Product for its intended use; (b) define warnings, precautions and adverse reactions that are associated with the Licensed Product in the dosage range to be prescribed; and (c) support preparing and submitting applications for Regulatory Marketing Approval to the competent Regulatory Authorities in a country of the world, as and to the extent defined for the United States in 21 C.F.R.§ 312.21(c), or its successor regulation, or the equivalent regulation in any other country. Phase III Clinical Study shall also include any other human clinical trial serving as a pivotal study from which the data are actually submitted to the applicable Regulatory Authority in connection with a Regulatory Marketing Approval Application, whether or not such trial is called a "Phase III" study.

1.116. "**PHS Act**" means the United States Public Health Service Act, as amended, and the rules and regulations promulgated thereunder.

1.117. **"Probody"** means an Antibody linked to a Substrate and a Mask that is claimed or covered by CytomX Technology, where such Antibody is not conjugated to a Payload using a Linker.

1.118. "**Proposed Target Notice**" means a written notice provided by Pfizer to CytomX that includes a confidential written description of the proposed Target, including the Genbank accession number and the amino acid sequence for the proposed Target.

1.119. "**Proprietary Material**" means any CytomX Proprietary Material or Pfizer Proprietary Material.

1.120. "**Receiving Party**" is defined in Section 7.1.

1.121. "**Regulatory Approval**" means any technical, medical, scientific or other license, registration, authorization or approval of any Regulatory Authority (including any approval of a New Drug Application or Biologic License Application) necessary for the Development, Manufacture or Commercialization of a pharmaceutical product in any regulatory jurisdiction.

1.122. "**Regulatory Approval Application**" means any application submitted to an appropriate Regulatory Authority seeking any Regulatory Approval.

1.123. "**Regulatory Authority**" means, with respect to any national, supra-national, regional, state or local regulatory jurisdiction, any agency, department, bureau, commission, council or other governmental entity involved in the granting of a Regulatory Approval for such jurisdiction.

1.124. "**Regulatory Marketing Approval**" means, with respect to any pharmaceutical product and any Indication, Regulatory Approval (including any supplement thereto) to sell such pharmaceutical product for such Indication, including, in any jurisdiction other than the United States, to the extent required for any sale in such country, all pricing and reimbursement approvals to be obtained from the Regulatory Authority granting such Regulatory Approval or any affiliated Regulatory Authority.

1.125. "**Regulatory Marketing Approval Application**" means any Regulatory Approval Application submitted to an appropriate Regulatory Authority seeking any Regulatory Marketing Approval.

1.126. "**Replacement Target**" is defined in Section 2.1.5.

1.127. "**Representatives**" is defined in Section 7.2.1.

1.128. "**Research Plan**" is defined in Section 2.3.1.

1.129. "**Research Plan Activities**" is defined in Section 2.3.2.

1.130. "**Research Plan Change**" is defined in Section 2.3.3.

1.131. "**Research Program**" is defined in Section 2.2.

1.132. "**Research Project**" is defined in Section 2.3.1.

1.133. "**Research Project Target**" means each of EGFR and the Second Target, provided that if the Second Target is replaced by a Replacement Target pursuant to Section 2.1.4, then such Replacement Target shall thereafter be a Research Project Target and the Second Target shall cease to be a Research Project Target for purposes of this Agreement, and further provided that upon election of an available Additional Target pursuant to Section 2.1.8, then such Additional Target shall be a Research Project Target as of the Additional Target Designation Date.

1.134. "**Research Term**" means, on a Research Project Target-by-Research Project Target basis, three (3) years from the applicable Target Designation Date, provided that Pfizer, upon written notice to CytomX at least three (3) months prior to the end of the then-current Research Term, shall have the right to extend the Research Term for each Research Project Target on a quarterly basis for up to an additional four (4) Calendar Quarters, but in no case beyond the date on which Pfizer files an IND with the applicable Regulatory Authority for a Licensed Product Targeting such Research Project Target.

1.135. "**Royalty Term**" means, on a Licensed Product-by-Licensed Product and country-by-country basis, the period of time from the First Commercial Sale of such Licensed Product in such country until the later of (i) the expiration of the last Valid Claim that would, but for the license to or ownership by Pfizer hereunder, be infringed by the import or sale of such Licensed Product in such country or (ii) the tenth (10th) anniversary of the date of the First Commercial Sale of such Licensed Product in such country, but in the case of (ii), in no event later than the twentieth (20th) anniversary of the earlier of the date of the First Commercial Sale of such Licensed Product in the United States or the date of the First Commercial Sale of such Licensed Product in any Major EU Market Country.

1.136. "**Sales Milestone**" is defined in Section 5.4.2.

1.137. "**Sales Milestone Payment**" is defined in Section 5.4.2.

1.138. "**Sales Threshold**" is defined in Section 5.4.2.

1.139. "**SEC**" means the United States Securities and Exchange Commission.

1.140. **"Second Target"** is defined in Section 2.1.3.

1.141. "**Second Target Designation Date**" is defined in Section 2.1.3.

1.142. "**Second Target Window**" is defined in Section 2.1.2.

1.143. "**Second Tumor Type**" means the second Tumor Type for the applicable Licensed Product in the applicable country.

1.144. "**Subcontractors**" is defined in Section 2.9.

1.145. "**Sublicensee**" means any Person to whom Pfizer grants or has granted, directly or indirectly, a sublicense or license of rights licensed or assigned by CytomX to Pfizer under this Agreement, in accordance with the provisions of this Agreement.

1.146. "**Substrate**" means a moiety that is linked to the Antibody and to the Mask of a Probody and is capable of being cleaved, reduced or photolysed.

1.147. "**Target**" means (a) a specific biological molecule that is identified by a GenBank accession number or similar information, or by its amino acid or nucleic acid sequence, (b) any naturally occurring mutant or allelic variant of a molecule disclosed in clause (a), including transcriptional and post-transcriptional isoforms (e.g., alternative splice variants), and post-translational modification variants (e.g., protein processing, maturation and glycosylation variants); and (c) truncated forms (including fragments thereof) which have a biological function substantially identical to that of any biological molecules disclosed in clause (a) or (b).

1.148. "**Target Designation Date**" means, (a) with respect to EGFR, the Effective Date, (b) with respect to the Second Target, the Second Target Designation Date, (c) with respect to a Replacement Target, such date as provided in Section 2.1.5 and (d) with respect to an Additional Target, the applicable Additional Target Designation Date.

1.149. "**Target Expansion Window**" is defined in Section 2.1.7.

1.150. "**Target Replacement Fee**" is defined in Section 2.1.5.

1.151. "**Targeting**" means, when used to describe the relationship between a molecule and a Target, that the molecule (a) selectively binds to the Target (or a portion thereof) and (b) is designed or being developed to exert its primary biological effect through binding to such Target (or such portion thereof).

1.152. "**Term**" is defined in Section 9.2.

1.153. "**Terminated Licensed Product**" is defined in Section 9.6.1(c).

1.154. "**Terminated Target**" is defined in Section 9.6.1.

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

1.156. "**Third Party**" means any Person other than Pfizer, CytomX or their respective Affiliates.

1.157. "**Third Party Claim**" is defined in Section 10.4.1.

1.158. "**Third Tumor Type**" means the third Tumor Type for the applicable Licensed Product in the applicable country.

1.159. "**Tools**" means any Patent Right, Know-How or other intellectual property right covering methods, processes, materials and tools to the extent generally applicable to the discovery of Masks, or Substrates, or their use in Probodies (but not specifically directed to PDCs), or assays of the activity relating to such discovery, including the cleavage,

photolysis or reduction of Substrates, thereof. Tools include the Patent Rights listed on Schedule 1.159, and any associated Know-How or materials, which are licensed to CytomX under the UCSB Agreement.

1.160. "**Trademark**" means any trademark, trade dress, design, logo, slogan, house mark or name used in connection with the Commercialization of any Licensed Product by Pfizer or its Affiliates or Sublicensees hereunder, including any registration or application for registration of any of the foregoing.

1.161. **"Tumor Type**" means any oncological disease or condition. For clarity, a distinct form of cancer (e.g., breast cancer) shall be considered a separate Tumor Type from other distinct forms of cancer (e.g., ovarian cancer), provided that, distinct patient populations within a disease or condition shall not be considered separate Tumor Types. For the avoidance of doubt, the treatment of the same Tumor Type in a different patient population, or as a different line of therapy, shall not be deemed to be a separate Tumor Type for purposes of this Agreement.

1.162. "**UCSB**" means The Regents of the University of California Acting Through Its Santa Barbara Campus.

1.163. **"UCSB Agreement"** means that certain Amended and Restated License Agreement between UCSB and CytomX for UC Case No. 2003-460, et al., effective as of August 19, 2010, as the same may be amended from time to time.

1.164. "**Useful**" is defined in Section 5.5.2(b).

1.165. "**Valid Claim**" means, with respect to a particular country, (a) a claim of an issued and unexpired patent right included within the Licensed Intellectual Property or Developed IP that (i) has not been held permanently revoked, unenforceable or invalid by a decision of a court or other governmental authority of competent jurisdiction, which decision is unappealed or unappealable within the time allowed for appeal, and (ii) has not been cancelled, withdrawn, abandoned, disclaimed or admitted to be invalid or unenforceable through reissue, disclaimer or otherwise; or (b) a bona fide claim of a pending patent application included within the Licensed Intellectual Property or Developed IP that has not been (i) cancelled, withdrawn or abandoned without being refiled in another application in the applicable jurisdiction or (ii) finally rejected by an administrative agency action from which no appeal can be taken or that has not been appealed within the time allowed for appeal, provided that any claim in any patent application pending for more than seven (7) years from the earliest date on which such patent application claims priority shall not be considered a Valid Claim for purposes of the Agreement from and after such seven (7) year date unless and until a patent containing such claim issues from such patent application and solely if such patent issues while another Valid Claim covers the relevant Licensed Product in the relevant country.

1.166. **Construction**. Except where the context expressly requires otherwise, (a) the use of any gender herein shall be deemed to encompass references to either or both genders, and the use of the singular shall be deemed to include the plural (and vice versa), (b) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation," (c) the word "will" shall be construed to have the same meaning and effect as the word "shall," (d) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (e) any reference herein to any Person shall be construed to include the Person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to sections or exhibits shall be construed to refer to sections or exhibits of this Agreement, and references to this Agreement include all exhibits hereto, (h) the word "notice" means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement, (i) provisions that require that a Party, the Parties or any committee hereunder "agree," "consent" or "approve" or the like shall require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but excluding e-mail and instant messaging), (j) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof, (k) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), and (l) the term "or" shall be interpreted in the inclusive sense commonly associated with the term "and/or."

2. RESEARCH PROGRAM.

2.1. **Selection of Research Project Targets**.

2.1.1. **Research Project Targets**. Pfizer hereby designates EGFR as the Research Project Target for the first Research Project.

2.1.2. **Designation of a Second Research Project Target**. Pfizer shall have a one-time right to nominate a second Research Project Target, exercisable upon written notice to CytomX, at any time prior to the twelve (12) month anniversary ("**Second Target Window**") of the Effective Date, subject to availability of such Target as specified in Section 2.1.3.

2.1.3. **Availability of Second Target.** During the Second Target Window, if Pfizer desires to nominate a second Target, Pfizer shall provide CytomX with a

Proposed Target Notice (each such proposed Target, a "**Second Target**"). Within ten (10) Business Days following CytomX's receipt of such Proposed Target Notice, CytomX shall notify Pfizer in writing whether the exclusive Commercial License described in Section 4.1.3 of this Agreement is Available with respect to such Second Target as of CytomX's receipt of such Proposed Target Notice, including, if such Target is not Available, a written explanation of the reason therefor in accordance with Section 1.16, including a certification pursuant to Section 1.16(c), as applicable. To the extent such exclusive Commercial License is Available, then such Second Target shall automatically be considered a Research Project Target on the date CytomX so notifies Pfizer (such date, the "**Second Target Designation Date**" for such Second Target), and the Parties shall adopt a Research Plan for such Second Target in accordance with Section 2.3.1.

2.1.4. **Target Replacement Right**. If the Second Target Designation Date is on or before the three (3) month anniversary of the Effective Date, Pfizer shall have a one-time right to replace the Second Target, if such Second Target has become a Research Project Target, with a Replacement Target, exercisable upon written notice to CytomX, at any time prior to the eighteen (18) month anniversary ("**Replacement Window**") of the Effective Date, subject to availability of such Target and payment of the Target Replacement Fee, if applicable, as specified in Section 2.1.5. For clarity, Pfizer shall have no right to replace the Second Target with a Replacement Target if the Second Target Designation Date is after the three (3) month anniversary of the Effective Date.

2.1.5. **Availability of Replacement Target**. During the Replacement Window, if Pfizer desires to replace the Second Target with another Target, Pfizer shall provide CytomX with a Proposed Target Notice for the Target with which it desires to replace the Second Target (each such proposed Target, a "**Replacement Target**"). Within ten (10) Business Days following CytomX's receipt of such Proposed Target Notice, CytomX shall notify Pfizer in writing whether the exclusive Commercial License described in Section 4.1.3 of this Agreement is Available with respect to such Replacement Target as of CytomX's receipt of such Proposed Target Notice, including, if such Target is not Available, a written explanation of the reason therefor in accordance with Section 1.16, including a certification pursuant to Section 1.16(c), as applicable. To the extent such exclusive Commercial License is Available, then such Replacement Target shall automatically be considered a Research Project Target on the date CytomX so notifies Pfizer (such date, the "**Target Designation Date**" for such Replacement Target), subject to payment of a replacement fee in the amount of $1,500,000.00 (the "**Target Replacement Fee**") if such Target Designation Date is more than twelve (12) years after the Effective Date, due within thirty (30) days after such Target Designation Date, the Second Target shall thereupon cease to be a Research Project Target for all purposes under this Agreement and the Parties shall adopt a Research Plan for such Replacement Target in accordance with Section 2.3.1.

2.1.6. Exclusivity of Research Project Targets. During the Option Period for each Research Project Target, neither CytomX nor any of its Affiliates shall (a) grant, or seek to grant, any right under any CytomX Technology or Developed IP to any Third Party with respect to such Research Project Target or (b) use any CytomX Technology or Developed IP to Develop (itself or through or with a Third Party) (x) Probodies Targeting such Research Project Target other than EGFR or (y) PDCs Targeting any Research Project Target.

2.1.7. **Additional Targets**. Pfizer shall have the right to add up to two (2) additional Targets (in addition to the Second Target and any Replacement Target designated pursuant to Sections 2.1.3 and 2.1.5, respectively), exercisable upon written notice to CytomX, at any time prior to the three year anniversary ("**Target Expansion Window**") of the Effective Date, subject to availability of such Target and payment of the Additional Target Fee, if applicable, as specified in Section 2.1.8.

2.1.8. **Availability of Additional Target.** During the Target Expansion Window, if Pfizer desires to add an additional Target, Pfizer shall provide CytomX with a Proposed Target Notice (each such proposed Target, an "**Additional Target**"). Within ten (10) Business Days following CytomX's receipt of such Proposed Target Notice, CytomX shall notify Pfizer in writing whether the exclusive Commercial License described in Section 4.1.3 of this Agreement is Available with respect to such Additional Target as of CytomX's receipt of such Proposed Target Notice, including, if such Target is not Available, a written explanation of the reason therefor in accordance with Section 1.16, including a certification pursuant to Section 1.16(c), as applicable. To the extent such exclusive Commercial License is Available, then such Additional Target shall automatically be considered a Research Project Target on the date CytomX so notifies Pfizer (such date, the "**Additional Target Designation Date**" for such Additional Target), subject to payment of an additional target fee in the amount of one million five hundred thousand dollars ($1,500,000.00) per Additional Target (the "**Additional Target Fee**"), due within thirty (30) days after such Target Designation Date, and the Parties shall adopt a Research Plan for such Additional Target in accordance with Section 2.3.1, which plan shall specify any additional FTE support to be provided by Pfizer to CytomX in support of the Research Plan, which support upon agreement of the Parties may be in excess of the six (6) FTE limit set forth in Section 5.3.1.

2.2. **Scope and Conduct of the Research Program.** Under the terms and conditions set forth herein, CytomX and Pfizer shall collaborate to conduct discovery and pre-clinical Development activities to generate and validate Agreement Probodies and generate Agreement PDCs to the Research Project Targets (the "**Research Program**").

The Research Program shall be conducted in accordance with the Research Plan for each Research Project (as more fully provided in Section 2.3 below), and each Party shall use its Commercially Reasonable Efforts to perform all activities assigned to it and fulfill all of its obligations under each Research Plan. In addition, each Party shall conduct its activities under the Research Plan(s) in accordance with Applicable Law.

2.3. **Research Plans**.

2.3.1. **Adoption of Research Plans**. The Parties shall adopt a research plan (each a "**Research Plan**") for each Research Project Target; a "**Research Project**" shall mean the work to be performed pursuant to such a Research Plan. The Research Plan for EGFR is attached as Exhibit 2.3.1. The Research Plan for any other Research Project Target shall be prepared by the JRC and adopted within thirty (30) days of the Target Designation Date for such Research Project Target by the JRC, including in the case of a Second Target, Replacement Target or Additional Target, as applicable. Each Research Plan shall reference this Agreement and shall be subject to all of the provisions of this Agreement, in addition to the specific details set forth in such Research Plan. To the extent any provisions of a Research Plan conflict or are inconsistent with the provisions of this Agreement, the provisions of this Agreement shall control. Unless otherwise expressly stated in a Research Plan, the provisions of each Research Plan shall be independent of and shall not affect the provisions of any other Research Plan. If the Parties are unable to agree on a Research Plan within the specified time period, the JRC may specify the Research Plan, and all disputes regarding the preparation or modification of any Research Plan (including the approval of any Research Plan Change) shall be resolved by the JRC; provided, however, that unless the Parties agree in writing, in no case will a Research Plan impose any financial obligations on a Party to this Agreement that, in aggregate, exceed the financial obligations set forth in this Agreement.

2.3.2. **Responsibilities**. Each Research Plan shall set forth the services and the obligations and responsibilities assigned to each Party under the corresponding Research Project (collectively the "**Research Plan Activities**"), and shall include the following minimum terms:

(a) For each Research Project Target other than EGFR, Pfizer shall provide Antibodies Targeting the applicable Research Project Target, which CytomX will use to generate Probodies that Target such Research Project Target. For each Research Project, CytomX will support the construction, expression and purification of all Agreement Probodies.

(b) CytomX will investigate and validate each Agreement Probody in accordance with the applicable Research Plan.

(c) Pfizer will conjugate the Agreement Probodies to Linkers and Payloads using the Pfizer Technology to generate Agreement PDCs.

(d) Pfizer will perform in vivo modeling and IND-enabling studies with respect to Agreement PDCs.

2.3.3. **Changes in Research Plans**. A Research Plan may be amended by a written amendment (a "**Research Plan Change**") to such Research Plan. Proposed Research Plan Changes shall be prepared in writing by the JRC and shall be subject to review and approval by the JRC. Each Research Plan Change shall set forth the agreed changes to the applicable task, protocol, specifications, responsibility, budget, timeline or other matter; provided that in no case will a Research Plan Change reduce the number of FTEs assigned to such Research Plan except in accordance with Section 5.3.1. As used in this Agreement, a Research Plan will be deemed to include any Research Plan Changes with respect thereto. Each Research Plan Change shall reference this Agreement and the Research Plan it relates to and shall be subject to the provisions of this Agreement. To the extent any provisions of a Research Plan Change conflict or are inconsistent with the provisions of this Agreement, the provisions of this Agreement shall control. All Research Plan Changes shall be incorporated herein by reference and form a part hereof.

2.4. **Governance of the Research Program.**

2.4.1. **Formation of the Joint Research Committee**. CytomX and Pfizer shall establish a "**Joint Research Committee**" (or "**JRC**") to oversee and coordinate the activities of the Parties under this Agreement in regard to the Research Program. The JRC shall also serve as a forum to facilitate communications between the Parties regarding the Research Program. The JRC shall be comprised of three (3) representatives from each Party as appointed by such Party, with such representatives possessing appropriate expertise and seniority to carry out the Research Projects. The JRC may change its size from time to time by mutual consent of its members. A Party may replace one or more of its representatives from time to time upon written notice to the other Party. The initial members of the JRC will be: [***] on behalf of Pfizer, and [***] on behalf of CytomX. The JRC shall exist until expiration of the last to expire Option Period, unless the Parties otherwise agree in writing.

2.4.2. **Co-Chairpersons and Secretary of the Joint Research Committee**. Each Party shall designate a co-chairperson of the JRC, and a secretary of the JRC shall be designated in accordance with Section 2.5 below. A Party may change the designation of its co-chairperson from time to time upon written notice to the other Party. The co-chairpersons shall be responsible for scheduling meetings of the JRC, preparing agendas for meetings and sending to all JRC members notices of all regular meetings and agendas for such meetings at least five (5) Business

Days before such meetings. The co-chairpersons shall solicit input from both Parties regarding matters to be included on the agenda, and any matter either Party desires to have included on the agenda shall be included for discussion. Nothing herein shall be construed to prohibit the JRC from discussing or acting on matters not included on the applicable agenda. The secretary shall record the minutes of the meeting, circulate copies of meeting minutes to the Parties and each JRC member promptly following the meeting for review, comment and approval by the JRC members and finalize approved meeting minutes. The co-chairpersons shall be members of the JRC but the secretary need not be a member of the JRC. The initial co-chairpersons shall be: [***] on behalf of Pfizer and [***] on behalf of CytomX.

2.4.3. **Meetings**. The JRC shall meet at least once each Calendar Quarter until it has been terminated in accordance with Section 2.4.1 at dates and times mutually agreed by the JRC, unless otherwise mutually agreed by the Parties. The initial meeting of the JRC shall be held within thirty (30) days after the Effective Date. Either Party may call a special meeting of the JRC on fifteen (15) days written notice to the other Party's members of the JRC (or upon such shorter notice as exigent circumstances may require). Such written notice shall include an agenda for the special meeting. In-person meetings, including special meetings, of the JRC shall alternate between the offices of the Parties, unless otherwise agreed upon by the members of the JRC. Meetings of the JRC may be held telephonically or by video conference; provided, however, that at least two (2) meetings per year shall be held in-person. Meetings of the JRC shall be effective only if at least one (1) representative of each Party is in attendance or participating in the meeting. Members of the JRC shall have the right to participate in and vote at meetings held by telephone or video conference. In addition, the JRC may act on any matter or issue without a meeting if it is documented in a written consent signed by each member of the JRC.

2.4.4. **Responsibilities of the Joint Research Committee**. The JRC shall be responsible for (a) planning and supervising research and development under this Agreement, including establishing, reviewing and recommending modifications and updates to the Research Plans; (b) receiving and reviewing all data and other information obtained by either Party in connection with the Research Program and monitoring and reporting to the Parties on activities conducted pursuant to the Research Plans; (c) documenting and approving initiation and completion of each Research Project; (d) evaluating FTE requirements for the performance of the Research Plans; and (e) such other functions as expressly specified hereunder or as agreed by the Parties.

2.4.5. **Decisions by Consensus**. All decisions of the JRC shall be made by unanimous agreement of both Parties' representatives, with each Party having a single vote, irrespective of the number of JRC representatives in attendance at a meeting. If the JRC cannot or does not reach unanimous agreement on a matter

within the purview of the JRC, then Pfizer shall have the deciding vote on such matter; provided, however, that if a Party so requests, the designated officers of the Parties shall meet to attempt to resolve such matter in accordance with Section 11.9.4, except that, notwithstanding anything in Section 11.9, if such officers are unable to resolve such matter in ten (10) Business Days, then the matter shall be returned to the JRC and Pfizer's vote shall be deemed final.

2.5. **Alliance Managers**. In addition to the foregoing governance provisions, each of the Parties shall appoint a single individual to serve as that Party's alliance manager ("**Alliance Manager**"). The role of each Alliance Manager will be to participate and otherwise facilitate the relationship between the Parties as established by this Agreement. A Party may replace its Alliance Manager from time to time upon written notice to the other Party.

2.6. **Conformance with Law**. Each Party shall perform and discharge its obligations under this Agreement and the Research Program in conformance with (a) professional standards and practices, (b) this Agreement and the Research Plan(s) and (c) all Applicable Laws. Without limiting the generality of the foregoing, each Party shall retain all records relating to its performance of this Agreement and the Research Plan(s) for the time periods required by Applicable Laws.

2.7. **CytomX Personnel Matters.** CytomX acknowledges and agrees that it is solely responsible for the compensation of the personnel assigned to the Research Plan Activities, and shall be responsible for withholding all national, state, local or other applicable taxes and similar items for such personnel. CytomX also shall be responsible for all other employer related obligations, including providing appropriate insurance coverage and employee benefits, and making all other deductions required by law affecting the gross wages of each employee. CytomX personnel assigned to the Research Plan Activities are not nor shall they be deemed to be employees of Pfizer.

2.8. **Debarment Certification**. Neither Party nor any Person employed or retained to perform services by either Party has been debarred under Section 306(a) or (b) of the FD&C Act or any comparable provision of foreign law and no debarred Person shall in the future be employed or retained to perform services by either Party in connection with any work to be performed for or on behalf of the other Party. If, at any time after execution of this Agreement, either Party becomes aware that such Party or any Person employed or retained to perform services by such Party in connection with any work performed for or on behalf of such Party is, or is in the process of being, debarred, such Party shall so notify the other Party immediately.

2.9. **Subcontractors**. Except for natural persons engaged as independent contractors providing services as an FTE to CytomX, neither CytomX nor its Affiliate may engage any contractor, subcontractor or other vendor (a "**Subcontractor**") to perform any Research Plan Activities or Research Program activities without Pfizer's prior written consent. CytomX shall be responsible for the management of all permitted

Subcontractors. The engagement by CytomX or its Affiliate of any Subcontractor in compliance with this Section 2.9 shall not relieve CytomX of its obligations under this Agreement or any applicable Research Plan. Any agreement between CytomX or its Affiliate and a permitted Subcontractor pertaining to the Research Plan Activities shall be consistent with the provisions of this Agreement. Furthermore, as provided in Section 8.3.3, unless otherwise agreed by Pfizer in writing, prior to or at the time of engagement of any Subcontractor to perform any obligations hereunder, CytomX or its Affiliate shall cause such Subcontractor to agree in writing to be bound by terms providing for Pfizer rights no less favorable to Pfizer than the rights granted to Pfizer in this Agreement.

2.10. **Inspections.** Pfizer authorized representative(s), and Regulatory Authorities to the extent required by law and applicable to the scope of the Research Plan Activities performed, may, during regular business hours and, to the extent legally possible, at times arranged in advance with CytomX, audit, inspect and copy all data, records and written work products, and audit and inspect all CytomX facilities used in the performance of the Research Plan Activities, to the extent relating to the Research Plan Activities and CytomX's performance under this Agreement and the applicable Research Plan(s) (including all data, records, written work products and facilities of Subcontractors).

2.11. **Records**. Each Party shall prepare, maintain and retain complete and accurate written records, accounts, notes, reports and data of the Research Plan Activities and its performance under this Agreement and the Research Plan(s), in a form and of quality reasonably acceptable to both Parties. All such information, to the extent it specifically pertains to Agreement PDCs, shall be treated as Confidential Information of Pfizer for the purpose of this Agreement, for clarity, not including CytomX Improvements.

2.12. **Transfer and Use of Proprietary Materials**.

2.12.1. **Transfer**. From time to time, pursuant to a Research Plan, or otherwise, Pfizer may provide CytomX with Pfizer Proprietary Materials and CytomX may provide Pfizer with CytomX Proprietary Materials. Each Party's Proprietary Materials are provided by such Party on an "as-is" basis without representation or warranty of any type, express or implied, including any representation or warranty of merchantability, non-infringement, title or fitness for a particular purpose, each of which is hereby disclaimed by such providing Party.

2.12.2. **Use of Proprietary Materials**. Each Party shall use the other Party's Proprietary Materials solely in connection with conducting the specific activities under this Agreement for which such other Party's Proprietary Materials are provided to the receiving Party, including, if applicable, the provisions of any specific Research Plan under which such Proprietary Materials are provided, and for no other purpose. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement or in any applicable Research Plan, neither Party shall make or attempt to make analogues, progeny or derivatives of, or modifications to, the Pfizer Proprietary Materials or CytomX Proprietary

Materials, as the case may be, using the other Party's Confidential Information or the tangible materials provided by the other Party, and each Party shall not use the other Party's Proprietary Materials for the benefit of any Third Party or of its own internal research programs outside of the Research Program; provided that after exercising the Option with respect to a Research Project Target pursuant to Section 4.1.2, Pfizer may use CytomX Proprietary Materials related to such Research Project Target to the extent assigned or licensed to Pfizer. CytomX shall not administer any of the Pfizer Proprietary Materials to any human. Each Party shall comply with all Applicable Laws regarding the handling and use of the other Party's Proprietary Materials. Each Party agrees to retain possession over the other Party's Proprietary Materials and not to provide the other Party's Proprietary Materials to any Third Party without the providing Party's prior written consent, except as required to perform the Research Program.

2.12.3. **Unauthorized Use of Materials**. In the event that either Party uses the other Party's Proprietary Materials for any purpose other than the purposes authorized herein, the results of such unauthorized research, and any discoveries or inventions that arise from such unauthorized research, whether patentable or not, shall belong solely and exclusively to the Party providing its Proprietary Materials. If required in order to perfect or enforce a Party's ownership of such results, discoveries or inventions, each hereby assigns and agrees to assign to the other Party all of its right, title and interest in and to all such results, discoveries or inventions made through unauthorized research with the other Party's Proprietary Materials. Each Party agrees to cooperate with the other Party, and to execute and deliver any and all documents that the providing Party reasonably deems necessary, to perfect and enforce its rights hereunder.

2.12.4. **Title to Proprietary Materials**. All right, title and interest in the Pfizer Proprietary Materials shall remain the sole property of Pfizer notwithstanding the transfer to and use by CytomX of the same. Except as provided in Section 6.1.1(d), all right, title and interest in the CytomX Proprietary Materials shall remain the sole property of CytomX notwithstanding the transfer to and use by Pfizer of the same.

2.12.5. **Return of Proprietary Materials**. Upon completion of the activities for which the Pfizer Proprietary Materials have been provided, or upon expiration or termination of this Agreement or the applicable Research Plan, if earlier, CytomX shall, at Pfizer's option, either destroy or return to Pfizer all unused Pfizer Proprietary Materials, provided that if any materials provided by Pfizer to CytomX include both CytomX Proprietary Materials and Pfizer Proprietary Materials, then such materials shall be destroyed. Upon completion of the activities for which the CytomX Proprietary Materials have been provided, or upon expiration or termination of this Agreement or the applicable Research Plan, if earlier, Pfizer shall, at CytomX's option, either destroy or return to CytomX all unused CytomX Proprietary Materials, provided that if any materials provided by

CytomX to Pfizer include both CytomX Proprietary Materials and Pfizer Proprietary Materials, then such materials shall be destroyed. For clarity, however, the foregoing obligation shall not apply to Agreement Probodies Targeting a Research Project Target for which Pfizer exercises its Option.

3. PRODUCT DEVELOPMENT, MANUFACTURING, COMMERCIALIZATION AND REGULATORY MATTERS.

3.1. **General**. Except as expressly set forth in Article 2, and subject to Pfizer exercising the Option with respect to the applicable Research Project Target pursuant to Section 4.1.2, Pfizer shall have sole authority over and control of the Development, Manufacture and Commercialization of Licensed Products Targeting such Research Project Target, and shall bear all costs associated with such Development, Manufacture and Commercialization.

3.2. **Diligence.**

3.2.1. **Development Diligence**. Pfizer will use Commercially Reasonable Efforts to Develop (including to seek Regulatory Approval for) at least one (1) Licensed Product in one (1) Major Market Country for each Research Project Target for which Pfizer exercises its Option. Except as provided in Section 2.2 and this Section 3.2.1, Pfizer will have no other diligence obligations with respect to the Development or Regulatory Approval of Licensed Products under this Agreement. For avoidance of doubt, any actions taken by Pfizer's Affiliates or Sublicensees under this Agreement shall be treated as actions taken by Pfizer in regard to satisfaction of the requirements of this Section 3.2.1.

3.2.2. **Commercial Diligence**. Subject to Pfizer exercising an Option pursuant to Section 4.1.2, on a Research Project Target-by-Research Project Target basis, Pfizer will use Commercially Reasonable Efforts to Commercialize one (1) Licensed Product in one (1) Major Market Country in the Field for one (1) Tumor Type where Pfizer has received Regulatory Approval for such Licensed Product in such country. Pfizer will have no other diligence obligations with respect to the Commercialization of Licensed Products under this Agreement. For avoidance of doubt, any actions taken by Pfizer's Affiliates or Sublicensees under this Agreement shall be treated as actions taken by Pfizer in regard to satisfaction of the requirements of this Section 3.2.2.

3.2.3. **Exceptions to Diligence Obligations**. Notwithstanding any provision of this Agreement to the contrary, Pfizer will be relieved from and will have no obligation to undertake any efforts with respect to any diligence obligation under Section 3.2.1 or Section 3.2.2 with respect to a given Agreement PDC or Licensed Product (each, a "Pfizer Diligence Obligation") in the event that:

(a) Pfizer or CytomX receives or generates any safety, tolerability or other data reasonably indicating or signaling, as measured by Pfizer's safety and efficacy evaluation criteria and methodology, that an Agreement PDC or a Licensed Product has or would have an unacceptable risk-benefit profile or is otherwise not reasonably suitable for initiation or continuation of clinical trials in humans;

(b) Pfizer or CytomX receive any notice, information or correspondence from any applicable Regulatory Authority, or any applicable Regulatory Authority takes any action, that reasonably indicates that a Licensed Product is unlikely to receive Regulatory Approval; or

(c) CytomX materially breaches any of its Development or other obligations under a Research Plan or this Agreement related to such Licensed Product upon which performance of the applicable Pfizer Diligence Obligation is dependent.

3.2.4. **Assertion of Pfizer Diligence Obligation Claims**. If CytomX is, becomes or reasonably should be aware of facts that might form a reasonable basis to allege that Pfizer has failed to meet any Pfizer Diligence Obligation, then CytomX will promptly notify Pfizer in writing of such potential alleged performance failure (each such potential alleged performance failure, a "**Diligence Issue**"). Promptly upon Pfizer's receipt of any notice of a Diligence Issue pursuant to this Section 3.2.4, the Pfizer Alliance Manager will contact the CytomX Alliance Manager to discuss the specific nature of such Diligence Issue and seek to identify an appropriate corrective course of action. If, no later than thirty (30) days after Pfizer's receipt of such a notice, (a) the Parties have not reached consensus regarding whether Pfizer has failed to satisfy the Pfizer Diligence Obligations and (b) the Parties' respective Alliance Managers have not agreed upon an appropriate corrective course of action for such Diligence Issue, then such Diligence Issue will be escalated and resolved pursuant to the dispute resolution provisions set forth in Section 11.9. If CytomX fails to notify Pfizer of a Diligence Issue pursuant to this Section 3.2.4 within ninety (90) days after the date on which CytomX receives the minutes of the JRC meeting or the written report provided under Section 3.6.2, as applicable, on which the alleged Diligence Issue is based, then Pfizer will be deemed to have satisfied its Diligence Obligations with respect to such Diligence Issue.

3.2.5. **Remedies for Breach of Pfizer Diligence Obligations**. If Pfizer materially breaches any Pfizer Diligence Obligation and fails to remedy such breach within ninety (90) days of Pfizer's receipt of notice of such breach from CytomX, then CytomX may, in its sole discretion, elect to either (a) terminate this Agreement pursuant to the provisions of Section 9.3 on a Licensed Product-by-Licensed Product and country-by-country basis, but only to the extent that a

Licensed Product in a given country in the Territory is directly and adversely impacted by such uncured material breach or (b) convert any exclusive licenses granted to Pfizer under this Agreement with respect to a Licensed Product in a given country in the Territory into non-exclusive licenses, but only to the extent that such Licensed Product in such country is directly and adversely impacted by such uncured material breach. CytomX acknowledges and agrees that the elections set forth in this Section 3.2.5 (i) have been negotiated by the Parties to fully address any harm that CytomX may incur as a result of Pfizer's material breach of any Pfizer Diligence Obligation and (ii) constitute CytomX's sole and exclusive remedies with respect to any breach by Pfizer of the Pfizer Diligence Obligations.

3.3. **Regulatory Approvals**. Subject to Pfizer exercising the Option with respect to the applicable Research Project Target pursuant to Section 4.1.2, Pfizer or its designated Affiliate(s) shall file, in its own name, all Regulatory Approval applications for Licensed Products Targeting such Research Project Target where Pfizer, in its sole discretion, determines it is commercially advantageous to do so. Pfizer, or its designated Affiliate(s), shall have the sole responsibility for, and sole authority with respect to, communications with any Regulatory Authority regarding any Regulatory Approval Application or any Regulatory Approval for a Licensed Product once granted. Except to the extent necessary to fulfill its obligations under Section 3.2.1, neither Pfizer nor any of its Affiliates shall have any obligation to seek Regulatory Approval for any Licensed Product.

3.4. **Control of Commercialization Activities**. Subject to Pfizer exercising the Option with respect to the applicable Research Project Target pursuant to Section 4.1.2:

3.4.1. **General**. Pfizer shall have sole and exclusive control over all matters relating to the Commercialization of Licensed Products Targeting such Research Project Target; and

3.4.2. **Trademarks**. Pfizer shall select and own all Trademarks used in connection with the Commercialization of any such Licensed Products, including all goodwill associated therewith. Neither CytomX nor its Affiliates shall use or seek to register, anywhere in the world, any trademarks which are confusingly similar to any Trademarks used by or on behalf of Pfizer, its Affiliates or Sublicensees in connection with any Licensed Product. Nothing in this Section 3.4.2 shall be construed to prevent CytomX from granting Pfizer any license or right in and to any trademark, trade dress, design, logo, slogan, house mark or name Controlled by CytomX.

3.5. **Manufacturing**. Subject to Pfizer exercising the Option with respect to the applicable Research Project Target pursuant to Section 4.1.2, Pfizer shall have the exclusive right to Manufacture Licensed Products Targeting such Research Project Target itself or through one or more Affiliates or Third Parties selected by Pfizer for both clinical purposes and for Commercialization of such Licensed

Product. Pfizer shall have no diligence obligations with respect to the Manufacture of Licensed Products except to the extent necessary to fulfill the Pfizer Diligence Obligations. For the avoidance of doubt, CytomX shall retain the right to manufacture any EGFR Probody other than for incorporation in a PDC.

3.6. **Progress Reporting**.

3.6.1. During the Research Term and thereafter, until the last-to-expire Option Period for each applicable Research Project Target, Pfizer shall keep the JRC reasonably informed of its progress in researching and Developing Agreement PDCs Targeting such Research Project Target.

3.6.2. After Pfizer's exercise of the Option with respect to an applicable Research Project Target, Pfizer shall provide CytomX with a semi-annual written report with respect to EGFR, and an annual written report with respect to any other Research Project Target, and update on Pfizer's activities to Develop or Commercialize Licensed Products Targeting such Research Project Target, and, upon CytomX's request, not more than two times per Calendar Year, the Parties agree to meet, such meeting to be held at a mutually agreed upon time, location and meeting method, within sixty (60) days after CytomX's request, to discuss such report and updates. Any information or written report provided by Pfizer to CytomX pursuant to this Section 3.6 shall be deemed to be Pfizer's Confidential Information subject to the provisions of Article 7.

3.7. **Regulatory Information**. To the extent either Party receives a communication or request for information from a Regulatory Authority that pertains to an EGFR Probody and the receiving Party reasonably believes that (a) such communication has or could have an impact on an EGFR Probody that the other Party currently has in Development or (b) information or data being developed by such other Party could be necessary or useful to the receiving Party in responding to such communication or request for information, then such receiving Party shall notify the other Party of such communication or request, which may include, at the receiving Party's discretion, a copy of such communication or request redacted, if necessary, to omit information not pertaining to such EGFR Probody, and such other Party shall promptly respond and provide reasonable assistance to the receiving Party in responding to such communication or request for information. For the avoidance of doubt, any such communication or request provided or disclosed in any form to such other Party shall be, subject to the provisions of Article 7, treated as Confidential Information of the providing Party.

4. LICENSES AND RELATED GRANTS OF RIGHTS.

4.1. **Grants to Pfizer**.

4.1.1. **Research License and Option Grants**. Subject to the terms and conditions of this Agreement and during the Research Term with respect to each Research Project Target, CytomX hereby grants to Pfizer and its Affiliates (a) a non-exclusive, worldwide, sublicensable, royalty-free license under the Licensed Intellectual Property to perform the activities assigned to Pfizer under the applicable Research Plan, and (b) during the applicable Option Period, an exclusive option (each, an "**Option**") to obtain the Commercial License with respect to Licensed Products Targeting such Research Project Target as set forth in Section 4.1.3.

4.1.2. **Exercise of Option**. On a Research Project Target-by-Research Project Target basis, the Options granted to Pfizer under Section 4.1 may be exercised by Pfizer at any time during the applicable Option Period by providing CytomX with written notice of its election to so exercise the Option(s), together with payment of the applicable Option Exercise Fee (the date of any such Option exercise, the "**Option Exercise Date**"). If Pfizer does not exercise the Option with respect to any Research Project Target in the applicable Option Period, then the Target shall no longer be considered a Research Project Target, and any Probody Targeting such Research Project Target shall no longer be considered an Agreement Probody, without limiting CytomX's obligations under Article 7. Upon the exercise of an Option as provided in this Section 4.1.2, if Pfizer believes that a filing under the HSR Act is necessary, Pfizer shall promptly inform CytomX and each Party shall make an appropriate filing of a Notification and Report Form pursuant to the HSR Act with respect to the exercise of such Option as promptly as practicable and shall supply as promptly as practicable any additional information and documentary material that may be requested pursuant to the HSR Act and use Commercially Reasonable Efforts to take, or cause to be taken, all other actions necessary to cause the expiration or termination of the applicable waiting periods under the HSR Act (including any extensions thereof) as soon as practicable, including keeping the other Party informed in all material respects and on a reasonably timely basis of any material communication received by such Party from, or given by such Party to, the Federal Trade Commission, the Antitrust Division of the Department of Justice or any other Governmental Authority in connection therewith.

4.1.3. **Commercial License**. Subject to the terms and conditions of this Agreement, on a Research Project Target-by-Research Project Target basis and effective on the Option Exercise Date for such Research Project Target, CytomX hereby grants to Pfizer and its Affiliates an exclusive (even as to CytomX, except to the extent necessary for CytomX to perform its obligations under the Research Program) license under the Licensed Intellectual Property, to make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported and otherwise exploit and Commercialize Licensed Products in the Field in the Territory, with the right to sublicense as provided in Section 4.1.6 (the "**Commercial License**").

4.1.4. **License to CytomX Improvements**. Subject to the terms and conditions of this Agreement, CytomX hereby grants to Pfizer and its Affiliates a non-exclusive, worldwide, sublicensable, royalty-free, perpetual and irrevocable license under any CytomX Improvements that were solely or jointly invented by the employees, agents or independent contractors of Pfizer or its Affiliates to (a) make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported and otherwise exploit and Commercialize any products and processes other than Probodies alone or as incorporated in a PDC and (b) make, have made, use and have used any Probodies alone or incorporated in a PDC for research purposes.

4.1.5. **Licenses to Certain Developed IP**.

(a) Subject to the terms and conditions of this Agreement and without limiting any other license granted to Pfizer under this Agreement, CytomX hereby grants to Pfizer and its Affiliates a non-exclusive, worldwide, sublicensable, royalty-free, perpetual and irrevocable license under any Developed IP solely owned by CytomX to (i) make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported and otherwise exploit and Commercialize any products and processes other than Probodies alone or as incorporated in a PDC and (ii) make, have made, use and have used any Probodies alone or as incorporated in a PDC for research purposes.

(b) Subject to the terms and conditions of this Agreement and without limiting any other license granted to Pfizer under this Agreement, in the event Pfizer does not exercise the Option for a Research Project Target, to the extent CytomX solely owns any Developed IP that consists of (i) conjugation chemistry or conjugation methods that are unique to Pfizer Linkers or Pfizer Payloads or (ii) a conjugated ADC using Pfizer Linkers or Pfizer Payloads made using the chemistry or methods referenced under clause (a), CytomX shall grant and hereby does grant to Pfizer and its Affiliates a non-exclusive, worldwide, sublicensable, royalty-free, perpetual and irrevocable license under such Developed IP to make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported and otherwise exploit and Commercialize ADCs containing Pfizer Linkers or Pfizer Payloads.

4.1.6. **Right to Sublicense**. Pfizer shall have the right to grant sublicenses to its Affiliates and Third Parties of any and all licenses granted to Pfizer under this Agreement by CytomX, provided that (a) Pfizer shall be jointly and severally responsible with its Sublicensees to CytomX for failure by its Sublicensees to comply with the terms and conditions of this Agreement and (b) Pfizer shall remain responsible for the payment to CytomX of all Milestone Payments and royalties payable with respect to the activities and Net Sales of any Sublicensee.

4.1.7. **Direct License to Affiliates**. Pfizer may at any time request and authorize CytomX to grant licenses directly to Affiliates of Pfizer by giving written notice designating to which Affiliate a direct license is to be granted. Upon receipt of any such notice, CytomX shall enter into and sign a separate direct license agreement with such designated Affiliate of Pfizer. All such direct license agreements shall be within the scope of the licenses granted in Section 4 and shall be consistent with the terms and conditions of this Agreement, except for such modifications as may be required by the laws and regulations in the country in which the direct license will be exercised. The Parties further agree to make any amendments to this Agreement that are necessary to conform the combined terms of such direct license agreements and this Agreement to the terms of this Agreement as set forth on the Effective Date. In countries where the validity of such direct license agreements requires prior governmental approval or registration, such direct license agreements shall not become binding between the parties thereto until such approval or registration is granted, which approval or registration shall be obtained by Pfizer. All costs of making such direct license agreement(s), including CytomX's reasonable attorneys' fees, under this Section 4.1.7 shall be borne by Pfizer.

4.1.8. **Right of Reference**. CytomX hereby grants to Pfizer a "Right of Reference," as that term is defined in 21 C.F.R. § 314.3(b), to any data Controlled by CytomX or its Affiliates (a) to the extent that it specifically pertains to a Probody contained in the Agreement PDCs, the Licensed Products or preclinical studies with respect to the Licensed Products and (b) that Pfizer reasonably believes may be necessary or useful to the Development, Manufacturing or Commercialization of any Agreement PDC or any Licensed Product pursuant to this Agreement, and CytomX will provide a signed statement to the foregoing effect, if so requested by Pfizer in accordance with 21 C.F.R. § 314.50(g)(3).

4.1.9. **Technology Transfer Assistance**. CytomX shall provide reasonable assistance, at no additional cost to Pfizer beyond reimbursement of FTE costs for CytomX personnel providing such assistance as provided in Section 5.3.1, to effect the timely and orderly transfer to Pfizer of the Know-How included in the Licensed Intellectual Property necessary for Pfizer's use in performing its responsibilities under the Research Plans, and, if Pfizer exercises an Option granted to it under Section 4.1.1, for the Development, Manufacturing and Commercialization of Licensed Products pursuant to the Commercial License.

4.2. **Grants to CytomX**.

4.2.1. **Research License**. Subject to the terms and conditions of this Agreement and during the Research Term with respect to each Research Project Target, Pfizer hereby grants to CytomX a non-exclusive, worldwide, royalty-free license, with no right to grant sublicenses, under the Pfizer Technology to perform the activities assigned to CytomX under the applicable Research Plan.

4.2.2. **License to Certain Developed IP**. Subject to the terms and conditions of this Agreement, Pfizer hereby grants to CytomX a non-exclusive, worldwide, royalty-free, perpetual and irrevocable license under any Developed IP solely owned by Pfizer that (a) consists of conjugation chemistry or conjugation methods that are unique to and generally applicable to Probodies (i.e., not specifically directed to Agreement PDCs) or (b) covers PDCs that do not otherwise incorporate Pfizer Technology or Pfizer Improvements, to make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported and otherwise exploit and Commercialize Probodies and PDCs that do not otherwise incorporate Pfizer Technology or Pfizer Improvements, excluding (i) during the Research Term with respect to a Research Project Target, Probodies and PDCs Targeting such Research Project Target and (ii) after the applicable Research Term, if Pfizer has exercised the Option with respect to a Research Project Target, then Probodies and PDCs Targeting such Research Project Target. CytomX shall have the right to grant sublicenses of the foregoing license to Affiliates and Third Party collaborators only if: (x) [***] or (y) CytomX and Pfizer have agreed in writing upon reasonable terms and conditions with respect to such right to sublicense to such Third Party collaborator, which the Parties agree to negotiate in good faith.

4.3. **Reciprocal Non-Exclusive Research License for Disclosed Know-How and Confidential Information**. Without limiting any other license granted to either Party under this Agreement and subject to the terms of Section 7:

4.3.1. CytomX hereby grants to Pfizer and its Affiliates a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up, worldwide license to use any and all Know-How included in the Licensed Intellectual Property and CytomX Confidential Information disclosed to Pfizer during the Term of this Agreement solely for internal research purposes, other than research on Substrates, it being understood and agreed that Pfizer will have no right under this Section 4.3.1 to use any such CytomX Know-How or CytomX Confidential Information in connection with the sale or manufacture for sale of any pharmaceutical product or process.

4.3.2. Pfizer hereby grants to CytomX and its Affiliates a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up, worldwide license to use any and all Pfizer Know-How and Pfizer Confidential Information (other than any information regarding the identity of or Pfizer's reasons for selecting any Research Project Target, Replacement Target or Additional Target, which shall only be disclosed by CytomX to its Representatives as necessary to comply with the terms of this Agreement) disclosed to CytomX during the Term of this Agreement solely for internal research purposes, other than Pfizer Site-Specific Conjugation Technology, it being understood and agreed that CytomX will have no right under this Section 4.3.2 to use any Pfizer Know-How or Pfizer Confidential Information in connection with the sale or manufacture for sale of any pharmaceutical product or process.

4.3.3. Notwithstanding the foregoing, neither Pfizer nor CytomX shall have any right under this Section 4.3 to (a) make or use any physical material supplied by the other Party for use in the Research Program other than for use in the Research Program or (b) practice under any Patent Right Controlled by the other Party.

4.4. **Retained Rights**. For the avoidance of doubt, except as expressly provided in regard to the licenses contained in this Article 4 or in the provisions of Section 6.1.1, neither Party will have any rights in the other Party's Antibodies, in the case of Pfizer, or Probodies, in the case of CytomX, and each Party will retain ownership of all of its Pfizer Technology or CytomX Technology, as applicable, covering any Antibody or Probody, as applicable, that such Party contributes to the Research Program.

4.5. **Exclusivity**.

4.5.1. **Exclusivity Covenant**. During the Term of this Agreement, except to the extent required for CytomX to fulfill its obligations under the Agreement, CytomX and its Affiliates will not engage in, and will not license or otherwise grant any right to, or enter into any collaborative arrangement with, any Third Party to engage in, any activity where a goal of such activity is to Develop or Commercialize any Probody or PDC Targeting any Research Project Target for which Pfizer has exercised its Option for use in the Field, except that Pfizer acknowledges and agrees that CytomX and its Affiliates may continue Development of and Commercialize (and to license and enter into collaborative arrangements regarding) an EGFR Probody as a Probody but not as a PDC.

4.5.2. **Other Pfizer Programs**. CytomX understands and acknowledges that Pfizer may have present or future initiatives or opportunities, including initiatives or opportunities with its Affiliates or Third Parties, involving similar products, programs, technologies or processes that are similar to or that may compete with a product, program, technology or process covered by this Agreement. CytomX acknowledges and agrees that nothing in this Agreement will be construed as a representation, warranty, covenant or inference that Pfizer will not itself Develop, Manufacture or Commercialize or enter into business relationships with one or more of its Affiliates or Third Parties to Develop, Manufacture or Commercialize products, programs, technologies or processes that are similar to or that may compete with any product, program, technology or process covered by this Agreement.

4.6. **Section 365(n) of Bankruptcy Code**. All rights and licenses now or hereinafter granted by CytomX to Pfizer under or pursuant to any section of this Agreement, including Sections 4.1.1, 4.1.3, 4.1.4, 4.1.5 and 4.3.1, are rights to "intellectual property" (as defined in Section 101(35A) of Title 11 of the United States Code, as amended (such

Title 11, the "**Bankruptcy Code**")). The Parties hereto acknowledge and agree that the payments provided for under Sections 5.1, 5.2, 5.3 and 5.4, and all other payments by Pfizer to CytomX under this Agreement, other than royalty payments pursuant to Section 5.5, do not constitute royalties within the meaning of Section 365(n) of the Bankruptcy Code or relate to licenses of intellectual property under this Agreement.

4.7. **No Implied Rights**. Except as expressly provided in this Agreement, neither Party shall be deemed, by estoppel, implication or otherwise, to have granted the other Party any license or other right with respect to any intellectual property of such Party.

5. PAYMENTS TO CYTOMX.

5.1. **Upfront and Option Fee**. Within thirty (30) days after the Effective Date, Pfizer shall pay to CytomX the non-creditable, non-refundable amount of Six Million Dollars ($6,000,000).

5.2. **Option Exercise Fee.** Upon exercise of the Option for a Research Project Target pursuant to Section 4.1.2, Pfizer shall pay to CytomX the "Option Exercise Fee" for such Research Project Target, as set forth in the table below.

Research Project Target	Option Exercise Fee
EGFR	$ [***]
Second Target or Replacement Target	$ [***]
Each Additional Target	$ [***]

5.3. **Research Support Funding**.

5.3.1. **FTE Reimbursement**. During the applicable Research Term, Pfizer shall reimburse CytomX for the costs of CytomX FTEs incurred in performing its Research Plan Activities at the FTE Rate. Pfizer shall be obligated to reimburse CytomX for not more than six (6) FTEs in aggregate per Calendar Year. Subject to the foregoing, the JRC shall determine the specific number of FTEs that shall perform Research Plan Activities for CytomX from time to time. By July 1 of each Calendar Year of the applicable Research Term, the JRC shall estimate the number of projected CytomX FTE's to be utilized in the subsequent twelve (12) month period of such Research Term, provided that the JRC shall evaluate and revise, as applicable, such estimate at each Calendar Quarterly meeting for the following Calendar Quarter, provided, further, that the JRC shall not reduce the number of FTEs set forth in such estimate unless Pfizer has provided CytomX with sixty (60) days' advanced written notice of its intention to reduce such number from the most recent annual estimate. Notwithstanding the foregoing, Pfizer shall only be obligated to reimburse CytomX for the number of FTEs actually incurred and reported pursuant to Section 5.3.3 in the performance of its Research Plan Activities.

5.3.2. **Other Expenses**. Except as expressly set forth in Section 5.3.1, CytomX shall be solely responsible for all costs and expenses it incurs in performing its obligations under the Research Program, except as specifically set forth in the applicable Research Plan; provided, however, that CytomX shall not be required to assign any FTEs to the performance of the Research Plan Activities in excess of the number of FTEs that Pfizer is obligated to reimburse.

5.3.3. **Reports and Reimbursement Payments**. Within thirty (30) days after the end of each Calendar Quarter of the applicable Research Term, CytomX shall provide Pfizer with a quarterly report containing a detailed account of activities performed together with an invoice for amounts payable under Section 5.3.1, with respect to such Calendar Quarter. Each report must be accompanied by a certificate executed by a duly appointed officer of CytomX confirming the actual total number of FTEs supplied by CytomX during such Calendar Quarter, and the percent effort of the FTEs in performing Research Plan Activities engaged during such Calendar Quarter. Payment shall be due within forty-five (45) days after Pfizer receives such an invoice from CytomX.

5.3.4. **Audit Rights**. During the applicable Research Term and for a period of twenty four (24) months thereafter, CytomX shall keep and maintain accurate and complete records showing the time devoted and general activities performed (on a monthly basis) by each FTE in performing CytomX's obligations under the Research Program. Upon ten (10) days prior written notice from Pfizer, CytomX shall permit an independent certified public accounting firm of nationally recognized standing selected by Pfizer and reasonably acceptable to CytomX to examine, at Pfizer's sole expense, the relevant books and records of CytomX as may be reasonably necessary to verify the accuracy of the invoices submitted to Pfizer under Section 5.3.3 for the number of FTEs applied to the performance of CytomX's obligations under the Research Program. An examination by Pfizer under this Section 5.3.4 shall occur not more than once in any Calendar Year and shall be limited to the pertinent books and records for any Calendar Year ending not more than twenty four (24) months before the date of the request. Such examination shall be conducted during CytomX's normal business hours at CytomX's facility(ies) where such books and records are normally kept. CytomX may require the accounting firm to sign a reasonable and customary non-disclosure agreement. The accounting firm shall provide both CytomX and Pfizer a written report disclosing whether the invoices submitted by CytomX are correct or incorrect and the specific details concerning any discrepancies. If the audit establishes that the number of FTEs actually utilized by CytomX was less than the number funded by Pfizer during the period covered by the audit, CytomX shall, at Pfizer's sole discretion, either (a) refund the excess payments to Pfizer within sixty (60) days of its receipt of the auditor's report so concluding or (b) immediately offset all such excess payments against any outstanding or future amounts payable by Pfizer to CytomX under this Agreement until Pfizer has received full credit for all such overpayments. Additionally, if the amount to be

refunded exceeds more than five percent (5%) of the amount that was properly payable, CytomX shall reimburse Pfizer for the reasonable out-of-pocket cost of the audit. If CytomX reasonably and in good faith disputes the result of any audit under this Section 5.3, the payments of disputed amounts due under this Section 5.3 shall be tolled until resolution of such dispute pursuant to Section 11.9.

5.4. **Milestones**

5.4.1. **Development Milestones**. Within ten (10) Business Days following the first occurrence of each event (each, a "Development Milestone") described below for each Research Project Target, Pfizer shall provide written notice to CytomX identifying the Research Project Target and the Development Milestone achieved, and Pfizer shall pay to CytomX the amount set forth below within forty-five (45) days of receipt of CytomX's invoice with respect to such Development Milestone (each such amount, a "**Development Milestone Payment**") to be payable only once with respect to each Research Project Target regardless of how many Agreement PDCs or Licensed Products Targeting such Research Project Target achieve such Development Milestone. Notwithstanding anything to the contrary in this Agreement, Development Milestone Payments shall only be owed pursuant to this Section 5.4.1 for those Agreement PDCs and Licensed Products of which the manufacture or sale is covered by a Valid Claim. For the avoidance of doubt, if any Development Milestone Payment is paid for an Agreement PDC or Licensed Product Targeting the Second Target, such Development Milestone Payment will not be owed by Pfizer if an Agreement PDC or Licensed Product Targeting a Replacement Target (but not an Additional Target) later achieves the same Development Milestone.

Development Milestone	Development Milestone Payment for Licensed Products Targeting EGFR	Development Milestone Payment for Licensed Products Targeting the Second Target or a Replacement Target or an Additional Target
(A) Dosing of first subject in a Phase I Clinical Study with an Agreement PDC Targeting such applicable Research Project Target	[***]	[***]
(B) Dosing of first subject in a Phase II Clinical Study with an Agreement PDC Targeting such applicable Research Project Target	[***]	[***]
(C) Dosing of first subject in a Phase III Clinical Study with an Agreement PDC Targeting such applicable Research Project Target	[***]	[***]
(D) First Commercial Sale of a Licensed Product containing an Agreement PDC Targeting such applicable Research Project Target in the United States	[***]	[***]
(E) First Commercial Sale of a Licensed Product containing an Agreement PDC Targeting such applicable Research Project Target in a Major EU Market Country	[***]	[***]
(F) First Commercial Sale of a Licensed Product containing an Agreement PDC Targeting such applicable Research Project Target in Asia	[***]	[***]
(G) First Commercial Sale of a Licensed Product in a Second Tumor Type containing an Agreement PDC Targeting such applicable Research Project Target in the United States	[***]	[***]
(H) First Commercial Sale of a Licensed Product in a Second Tumor Type containing an Agreement PDC Targeting such applicable Research Project Target in a Major EU Market Country	[***]	[***]
(I) First Commercial Sale of a Licensed Product in a Second Tumor Type containing an Agreement PDC Targeting such applicable Research Project Target in Asia	[***]	[***]
(J) First Commercial Sale of a Licensed Product in a Third Tumor Type containing an Agreement PDC Targeting such applicable Research Project Target in the United States	[***]	[***]
(K) First Commercial Sale of a Licensed Product in a Third Tumor Type containing an Agreement PDC Targeting such applicable Research Project Target in a Major EU Market Country	[***]	[***]
(L) First Commercial Sale of a Licensed Product in a Third Tumor Type containing an Agreement PDC Targeting such applicable Research Project Target in Asia	[***]	[***]

For clarity, if a Subsequent Milestone is achieved and any Previous Milestone for such Research Project Target has not yet been achieved for any reason, notwithstanding anything herein to the contrary such Previous Milestone(s) shall be deemed to have been achieved and the corresponding Development Milestone Payment set forth in the table above shall be payable simultaneously with the Development Milestone Payment for the achievement of the Subsequent Milestone. For purposes of the foregoing, each Development Milestone B through F shall be deemed a "**Subsequent Milestone**" for each Development Milestone A through C prior in alphabetical order in the above table (each, a "**Previous Milestone**"); provided that Development Milestones D, E, and F shall each be deemed Subsequent Milestones only of Development Milestones A through C. For example, if Development Milestone C were achieved before Development Milestone B, then the Development Milestone Payment for Development Milestone B would be due and payable on such achievement of Development Milestone C.

5.4.2. **Sales Milestones**. Pfizer shall pay to CytomX the following one-time payments (each, a "**Sales Milestone Payment**") when aggregate Annual Net Sales of a Licensed Product in the Territory in a Pfizer Year first reach the respective threshold (a "**Sales Threshold**") indicated below (each, a "**Sales Milestone**"); provided that such Sales Threshold with respect to a Licensed Product must be reached within the first seven (7) full Pfizer Years following the First Commercial Sale of such Licensed Product in the United States.

Total Annual Net Sales	Sales Milestone Payment for Licensed Products Targeting EGFR	Sales Milestone Payment for Licensed Products Targeting the Second Target or a Replacement Target	Sales Milestone Payment for Licensed Products Targeting an Additional Target
Total Annual Net Sales exceeding $500,000,000	[***]	[***]	[***]
Total Annual Net Sales exceeding $1,000,000,000	[***]	[***]	[***]
Total Annual Net Sales exceeding $2,000,000,000	[***]	[***]	[***]
Total Annual Net Sales exceeding $3,000,000,000	[***]	[***]	[***]

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

If more than one unmet Sales Threshold is achieved with respect to the same Pfizer Year, payment will be made with respect to the higher or highest Sales Threshold achieved in such Pfizer Year and all other previously unmet Sales Thresholds achieved with respect to such Pfizer Year will remain eligible to be met in future Pfizer Years. Any Sales Milestone Payment with respect to any Pfizer Year shall be payable within sixty (60) days of the end of such Pfizer Year in the United States. Each Sales Milestone Payment is payable a maximum of one time only, regardless of the number of Licensed Products that achieve a particular Sales Threshold.

5.5. **Royalties**. With respect to each Research Project Target and subject to the provisions of Section 5.5.2, Pfizer shall pay CytomX royalties in the amount of the applicable rates ("**Marginal Royalty Rates**") set forth below of Annual Net Sales of any Licensed Product Targeting such Research Project Target during the Royalty Term:

Annual Net Sales	**Marginal Royalty Rate for Licensed Products Targeting EGFR (% of the Annual Net Sales)**	**Marginal Royalty Rate for Licensed Products Targeting the Second Target or a Replacement Target or an Additional Target (% of the Annual Net Sales)**
Annual Net Sales of such Licensed Product during a given Pfizer Year up to and including $750,000,000	[***]	[***]
Annual Net Sales of such Licensed Product during a given Pfizer Year above $750,000,000, up to and including $1,500,000,000	[***]	[***]
Annual Net Sales of such Licensed Product during a given Pfizer Year above $1,500,000,000, up to and including $2,250,000,000	[***]	[***]
Annual Net Sales of such Licensed Product during a given Pfizer Year above $2,250,000,000	[***]	[***]

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

5.5.1. **Marginal Royalty Rate Application**. Each Marginal Royalty Rate set forth in the table above shall apply only to that portion of the Annual Net Sales of a given Licensed Product in the Territory during a given Pfizer Year that falls within the indicated range.

5.5.2. **Royalty Adjustments**. The following adjustments shall be made, on a Licensed Product-by-Licensed Product and country-by-country basis, to the royalties payable pursuant to this Section 5.5:

(a) **Generic Competition**. Royalties payable following establishment of Generic Competition with respect to the sale by a Third Party of a product that is a Biosimilar Biologic Product to such Licensed Product in such country shall be payable at fifty percent (50%) of the otherwise applicable rate prior to application of this Section 5.5.2(a). "**Generic Competition**" means, with respect to a given Calendar Year with respect to a Licensed Product in any country, that during such Calendar Year, (x) one (1) or more Third Parties have received Regulatory Marketing Approval to sell in such country a Biosimilar Biologic Product, (y) such Biosimilar Biologic Product(s) shall be commercially available in such country and (z) such Biosimilar Biologic Product(s) shall have, in the aggregate, a twenty-five percent (25%) or more market share of the aggregate of such Licensed Product and Biosimilar Biologic Product(s) (based on data provided by IMS International, or if such data is not available, such other reliable data source as reasonably designated by Pfizer) as measured by the number of prescriptions. In the event IMS International data (or such other designated data source) is not sufficient to determine the percentage market share for each country in the European Union, the percent market share for the European Union countries for which data is not available will be deemed to be the average percent market share for those European Union countries in which the data is

available. A product shall be a "**Biosimilar Biologic Product**" with respect to a Licensed Product if such product (1) has been licensed as a biosimilar or interchangeable product by FDA pursuant to Section 351(k) of the Public Health Service Act (42 U.S.C. 262(k)), as may be amended, or any subsequent or superseding law, statute or regulation, (2) has been licensed as a similar biological medicinal product by EMA pursuant to Directive 2001/83/EC, as may be amended, or any subsequent or superseding law, statute or regulation, or (3) has otherwise achieved analogous Regulatory Marketing Approval from another applicable Regulatory Authority. In no event will the royalty payable to CytomX for such Licensed Product be reduced below three percent (3%) by operation of this Section 5.5.2(a).

(b) **Third Party Patents**. If, after the Effective Date, it is Necessary or Useful for Pfizer to license one or more Patent Rights from one or more Third Parties in order to Develop, Manufacture, Commercialize or use any Licensed Product, whether directly or through any Pfizer Affiliate or Sublicensee, then Pfizer may, in its sole discretion, negotiate and obtain a license under such Patent Right(s) (each such Third Party license referred to herein as an "**Additional Third Party License**"). Any royalty otherwise payable to CytomX under this Agreement with respect to Net Sales of any Licensed Product by Pfizer, its Affiliates or Sublicensees shall be reduced by fifty percent (50%) of the royalties payable to Third Parties pursuant to any Additional Third Party Licenses with respect to such Licensed Product, such reduction to continue until all such royalties have been expended, provided that in no event (other than in the case of CytomX's breach of any representation, warranty or covenant hereunder) shall the total royalty payable to CytomX for such Licensed Product be less than fifty percent (50%) of the royalty amounts otherwise payable for such Licensed Product and in no event will the royalty payable to CytomX for such Licensed Product be reduced below three percent (3%). For purposes of this Section 5.5.2(b), (i) "Necessary" means that, without a license to use the Patent Right in question, the Development, Manufacture, Commercialization or use of any Licensed Product in the form such Licensed Product exists at the time that the Additional Third Party License is executed would, in Pfizer's opinion, infringe such Patent Right and (ii) "Useful" means that Pfizer has determined that such Third Party's Patent Right would reasonably enhance the commercial sales potential of such Licensed Product, provided that Third Party Patent Rights covering the Manufacture or formulation of such Licensed Product shall only be considered Useful to the extent they cover the form of such Licensed Product as it exists at the time that the Additional Third Party License is executed. For the avoidance of doubt, the Parties agree and acknowledge that this Section 5.5.2(b) shall not apply with respect to royalties payable by Pfizer to any Third Party under any agreement in existence as of the Effective Date.

(c) **CytomX Third Party Agreements**.

(i) With respect to any CytomX Third Party Agreements that are in effect as of the Effective Date, CytomX shall be solely responsible for all obligations (except as expressly set forth in this Agreement) and payments (including royalties) thereunder.

(ii) With respect to any CytomX Third Party Agreement that CytomX enters into after the Effective Date with respect to the Third Party Patent Rights listed on the letter from CytomX to Pfizer dated as of the Effective Date (the "CytomX Letter"), CytomX shall be solely responsible for all payments (including royalties) thereunder.

(iii) If CytomX or any of its Affiliates enters into an agreement with a Third Party (other than as provided in subsection (ii) above) after the Effective Date to acquire rights to intellectual property that: (A) covers or could be reasonably expected to cover one or more Licensed Products then being Developed, Manufactured or Commercialized by Pfizer or (B) CytomX intends to use in the course of performing any Research Plan Activities or incorporate into any Agreement Probody being developed by CytomX under the applicable Research Plan, then CytomX shall disclose the terms and conditions of such agreement to enable Pfizer to evaluate and elect, in its sole discretion, whether or not to include such additional intellectual property within the Licensed Intellectual Property. If Pfizer so elects to include such Third Party intellectual property as Licensed Intellectual Property, then the agreement shall be deemed a CytomX Third Party Agreement, and Pfizer shall be responsible for royalties with respect to sales of Licensed Products by Pfizer and its Affiliates and Sublicensees that become due under such CytomX Third Party Agreement, with the right to reduce any royalty otherwise payable to CytomX under this Agreement on account of such Third Party royalties pursuant to Section 5.5.2(b). If Pfizer does not elect to include such Third Party intellectual property as Licensed Intellectual Property, then (1) CytomX shall not use such Third Party intellectual property in the course of performing any Research Plan Activities, (2) CytomX shall not incorporate such Third Party intellectual property in any Agreement Probody being developed by CytomX under the applicable Research Plan, (3) such Third Party intellectual property shall not be deemed Licensed Intellectual

Property, (4) Pfizer shall have no right or license under any rights granted under such agreement, and (5) such agreement shall not be considered a CytomX Third Party Agreement under this Agreement.

5.5.3. **Fully Paid-Up, Royalty Free License**. After expiration of the Royalty Term for any Licensed Product in a country in the Territory, no further royalties shall be payable in respect of sales of such Licensed Product in such country and thereafter the Commercial License with respect to such Licensed Product in such country shall be a fully paid-up, perpetual, exclusive, irrevocable, royalty-free license.

5.6. **Reports and Payments**.

5.6.1. **Cumulative Royalties**. The obligation to pay royalties under Section 5.5 shall be imposed only once with respect to a single unit of a Licensed Product regardless of how many Valid Claims in Patent Rights included within the Licensed Intellectual Property would, but for this Agreement, be infringed by the use or sale of such Licensed Product in the country in which such Licensed Product is used or sold.

5.6.2. **Royalty Statements and Payments**. Within sixty (60) days after the end of each Pfizer Quarter, Pfizer shall deliver to CytomX a report setting forth for such Pfizer Quarter the following information, on a Licensed Product-by-Licensed Product basis: (a) the Net Sales of each Licensed Product, (b) the basis for any adjustments to the royalty payable for the sale of each Licensed Product and (c) the royalty due hereunder for the sale of each Licensed Product. No such reports shall be due for any Licensed Product before the First Commercial Sale of such Licensed Product in the Territory. The total royalty due for the sale of Licensed Products during such Pfizer Quarter shall be remitted at the time such report is delivered to CytomX.

5.6.3. **Taxes and Withholding**. It is understood and agreed between the Parties that any payments made this Agreement are inclusive of any value added or similar tax imposed upon such payments. In addition, in the event any of the payments made by Pfizer pursuant to this Agreement become subject to withholding taxes under the Applicable Law of any jurisdiction, Pfizer shall deduct and withhold the amount of such taxes for the account of CytomX, to the extent required by Applicable Law, such amounts payable to CytomX shall be reduced by the amount of taxes deducted and withheld, and Pfizer shall pay the amounts of such taxes to the proper Governmental Authority in a timely manner and promptly transmit to CytomX an official tax certificate or other evidence of such tax obligations together with proof of payment from the relevant Governmental Authority of all amounts deducted and withheld sufficient to enable CytomX to claim such payment of taxes. Any such withholding taxes

required under Applicable Law to be paid or withheld shall be an expense of, and borne solely by, CytomX. Pfizer will provide CytomX with reasonable assistance to enable CytomX to recover such taxes as permitted by Applicable Law.

5.6.4. **Currency**. All amounts payable and calculations hereunder shall be in United States dollars, and all payments due under this Agreement shall be made by wire transfer in immediately available funds to an account designated by the Party owed such payment, or by other mutually acceptable means. As applicable, Net Sales and any royalty deductions shall be converted into United States dollars in accordance with Pfizer's customary and usual conversion procedures, consistently applied.

5.6.5. **Additional Provisions Relating to Payments**. CytomX acknowledges and agrees that nothing in this Agreement (including any schedules and exhibits hereto) shall be construed as representing an estimate or projection of either (a) the number of Licensed Products that shall or may be successfully Developed or Commercialized or (b) anticipated sales or the actual value of any Licensed Product. PFIZER MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, THAT IT SHALL BE ABLE TO SUCCESSFULLY DEVELOP OR COMMERCIALIZE ANY PRODUCT OR, IF COMMERCIALIZED, THAT IT WILL ACHIEVE ANY PARTICULAR SALES LEVEL OF SUCH PRODUCT(S), PROVIDED THAT THE FOREGOING SHALL NOT LIMIT PFIZER'S OBLIGATIONS UNDER THIS AGREEMENT.

5.7. **Maintenance of Records; Audits**.

5.7.1. **Record Keeping**. Pfizer shall keep, and cause its Affiliates and Sublicensees to keep, accurate books of account and records in connection with the sale of Licensed Products, in sufficient detail to permit accurate determination of all figures necessary for verification of royalties to be paid hereunder. Pfizer shall maintain, and cause its Affiliates and Sublicensees to maintain, such records for a period of at least three (3) years after the end of the Calendar Year in which they were generated.

5.7.2. **Audits**. Upon thirty (30) days prior written notice from CytomX, Pfizer shall permit an independent certified public accounting firm of internationally recognized standing selected by CytomX and reasonably acceptable to Pfizer to examine, at CytomX's sole expense, the relevant books and records of Pfizer during the period covered by such examination, as may be reasonably necessary to verify the accuracy of the reports submitted by Pfizer in accordance with Section 5.6 and the payment of royalties hereunder. An examination by CytomX under this Section 5.7.2 shall occur not more than once in any Calendar Year and shall be limited to the pertinent books and records for any Calendar Year ending not more than three (3) years before the date of the request. The accounting firm

shall be provided access to such books and records at Pfizer's or its Affiliates' facilities where such books and records are kept and such examination shall be conducted during Pfizer's normal business hours. Pfizer may require the accounting firm to sign a reasonable and customary non-disclosure agreement before providing the accounting firm access to Pfizer's facilities or records. Upon completion of the audit, the accounting firm shall provide both Pfizer and CytomX a written report disclosing whether the reports submitted by Pfizer are correct or incorrect, whether the royalties paid are correct or incorrect and, in each case, the specific details concerning any discrepancies. No other information shall be provided to CytomX.

5.7.3. **Underpayments/Overpayments**. If such accounting firm concludes that additional royalties were due to CytomX, Pfizer shall pay to CytomX the additional royalties within forty-five (45) days of the date Pfizer receives such accountant's written report so concluding. If such underpayment exceeds five percent of the royalties that were to be paid to CytomX, Pfizer also shall reimburse CytomX for all reasonable charges of such accountants for conducting the audit. If such accounting firm concludes that Pfizer overpaid royalties to CytomX, CytomX shall repay such amount to Pfizer in full within forty-five (45) days of the receipt of such accountant's report, or, at Pfizer's option, Pfizer shall be entitled to offset all such overpayments against any outstanding or future amounts payable to CytomX hereunder until Pfizer has received full credit for such overpayments.

5.7.4. **Confidentiality**. All financial information of Pfizer which is subject to review under this Section 5.7.4. shall be deemed to be Pfizer's Confidential Information subject to the provisions of Article 7 hereof, and CytomX shall not disclose such Confidential Information to any Third Party or use such Confidential Information for any purpose other than verifying payments to be made by Pfizer to CytomX hereunder.

6. INTELLECTUAL PROPERTY.

6.1. **Inventions**.

6.1.1. **Ownership**. All determinations of inventorship under this Agreement shall be made in accordance with the laws of the United States.

(a) **Pfizer Improvements**. Pfizer shall own all Pfizer Improvements.

(b) **CytomX Improvements**. CytomX shall own all CytomX Improvements.

(c) **Developed IP**. Except as provided in Section 6.1.1(d), (i) a Party shall own all Developed IP that is conceived or generated solely by or on

behalf of employees, agents or independent contractors of such Party or any of its Affiliates and (ii) each Party shall jointly own all Developed IP that is conceived or generated jointly by or on behalf of (A) employees, agents or independent contractors of CytomX or any of its Affiliates and (B) employees, agents or independent contractors of Pfizer or any of its Affiliates ("Joint Developed IP"). Subject to the Parties' other rights and obligations under this Agreement, each Party shall be free to exploit and assign, either itself or through the grant of licenses to Third Parties, all Joint Developed IP throughout the world without restriction, without the need to obtain further consent from or provide notice to the other Party and without any duty to account or otherwise make any payment of any compensation to the other Party.

(d) **Assignment of PDC Developed IP**. On a Research Project Target-by-Research Project Target basis, contingent upon and effective as of the Option Exercise Date for such Research Project Target, including payment of the applicable Option Exercise Fee, CytomX shall assign, and hereby does assign, to Pfizer all of CytomX's and its Affiliates' right, title and interest in and to all PDC Developed IP directed to PDCs Targeting such Research Project Target and thereafter any such PDC Developed IP shall be the sole and exclusive property of Pfizer and shall constitute Confidential Information of Pfizer.

(e) **Implementation**. Each Party shall assign, and does hereby assign, to the other Party such Patent Rights, Know-How or other intellectual property rights as necessary to achieve ownership as provided in this Section 6.1.1. Each assigning Party shall execute and deliver all documents and instruments reasonably requested by the other Party to evidence or record such assignment or to file for, perfect or enforce the assigned rights. Each assigning Party shall make its relevant employees, agents and independent contractors (and their assignments and signatures on such documents and instruments) reasonably available to the other Party for assistance in accordance with this Section 6.1.1 at no charge.

6.1.2. **Disclosure**. Each Party shall, no less than thirty (30) days before filing any initial Patent Right disclosing such intellectual property, disclose to the other Party any Developed IP, CytomX Improvement and Pfizer Improvement, or any other Patent Right that contains the other Party's Confidential Information, including all invention disclosures or other similar documents submitted to such Party by its, or its Affiliates', employees, agents or independent contractors describing such Developed IP, CytomX Improvement or Pfizer Improvement, and the proposed inventorship of any new Patent Rights intended to be filed. The other Party shall promptly raise any issue regarding inventorship of any such Patent Rights, and the Parties agree to use their best efforts to determine in good faith the correct inventorship of any Patent Rights.

6.2. **Patent Rights**.

6.2.1. **Filing, Prosecution and Maintenance of Patent Rights**.

(a) **Patent Filing Rights Prior to Option Exercise.** On a Research Project Target-by-Research Project Target basis, except as otherwise agreed in writing by the Parties, neither Party shall file any Patent Right on or disclosing Developed IP prior to the Option Exercise Date for such Research Project Target, including payment of the applicable Option Exercise Fee. For clarity, if Pfizer does not exercise its Option with respect to a Research Project Target, except as otherwise agreed upon in writing by the Parties, neither Party shall file any Patent Right on any PDC Developed IP directed to PDCs Targeting such Research Project Target at any time after the end of the applicable Research Term. For the avoidance of doubt, the foregoing shall not apply to any PDC Developed IP that is assigned to Pfizer pursuant to Section 6.1.1(d), commencing as of the effective date of such assignment, and Pfizer may thereafter file and prosecute such assigned PDC Developed IP (in CytomX's name if necessary) after payment of the applicable Option Exercise Fee, even if the assignment has not yet been perfected. Prior to the applicable Option Exercise Date (and thereafter if the applicable Option is never exercised), neither Party shall, without the prior written consent of the other Party, refer to or disclose in or in connection with any patent application the other Party's Confidential Information (including unpublished Know-How that is solely or jointly owned by such other Party).

(b) **Cooperation**. Without limiting any other rights and obligations of the Parties under this Agreement, the Parties shall cooperate with respect to the timing, scope and filing of patent applications and patent claims relating to any CytomX Improvements, Pfizer Improvements and Developed IP to preserve and enhance the patent protection for Agreement PDCs, including the manufacture and use thereof. In prosecuting Patent Rights in the PDC Developed IP, Pfizer will not file or prosecute claims in such Patent Rights that claim subject matter other than the composition, use or manufacture of PDCs Targeting such Research Project Target, subject to the following sentence. If**,** following Option exercise, the ownership rights in any Patent Rights included in CytomX Improvements or Developed IP are substantially impeding or would substantially impede Pfizer's prosecution of PDC Developed IP assigned to Pfizer pursuant to Section 6.1.1(d), the Parties shall negotiate in good faith an amendment of the ownership of such Patent Rights included in CytomX Improvements or Developed IP while preserving for each Party substantially the same rights, including all Milestone Payments and royalty payments, as are afforded in this Agreement, and in the case of CytomX Improvements or Developed IP that are owned by CytomX, preserving CytomX's ability to grant licenses to Third Parties to such CytomX Improvements or Developed IP consistent with the other terms and conditions of this Agreement.

(c) **Pfizer Patent Rights**. Pfizer, at its own expense, shall have the sole right, but not the obligation, to prepare, file, prosecute and maintain, throughout the world, any Patent Rights that it solely owns, including Pfizer Patent Rights and Patent Rights in the Pfizer Improvements and PDC Developed IP (to the extent assigned to Pfizer pursuant to Section 6.1.1(d)). Pfizer shall keep CytomX informed regarding any Patent Right comprised in any such PDC Developed IP and shall consider in good faith any recommendations made by CytomX in regard to the filing, prosecution or maintenance of any such Patent Right. To the extent Pfizer decides not to file, and except in a case in which the decision not to file, prosecute or maintain any such Patent Right is made by Pfizer in the ordinary course of filing continuation applications or as part of an overall strategy to optimize the scope or other aspects of the intellectual property protecting the relevant Agreement PDCs, Pfizer shall provide CytomX with thirty (30) days prior written notice to such effect (i.e., at least thirty (30) days prior to the date on which any such filing or other action is due), in which event CytomX may elect to file or continue prosecution or maintenance of such Patent Right, at CytomX's expense, and Pfizer, upon CytomX's written request received within such thirty (30) day period, shall execute such documents and perform such acts, at CytomX's expense, as may be reasonably necessary to permit CytomX to file, prosecute and maintain such Patent Right. Any such Patent Right that is prosecuted or maintained by CytomX pursuant to this Section 6.2.1(c)(i) will continue to be owned by Pfizer, and (ii) subject to the Parties' other rights and obligations under this Agreement, may be licensed by Pfizer to one or more Third Parties. If Pfizer does not file a Patent application with respect to a particular invention within the PDC Developed IP with respect to Licensed Products Targeting a Research Project Target within twelve (12) years after the Option Exercise Date for such Research Project Target and either cannot provide a reasonable explanation to CytomX for such (and any further) delay or notifies CytomX that it has made a final decision not to file such Patent application, then for purposes of the foregoing, Pfizer shall be deemed to have elected not to file such a Patent, and CytomX may do so as provided in this Section 6.2.1(c).

(d) **CytomX Patent Rights**. CytomX, at its own expense, shall have the sole right, but not the obligation, to prepare, file, prosecute and maintain, throughout the world, any Patent Rights included in Licensed Intellectual Property that it solely owns, including CytomX Patent Rights and Patent Rights comprised in the CytomX Improvements. CytomX shall not disclose any Pfizer Confidential Information in any Patent Rights that it files, or in connection with the prosecution of any such Patent Rights,

without Pfizer's prior written consent. CytomX shall notify Pfizer promptly, and no later than ninety (90) days after request by Pfizer of any Patent Right after the Effective Date that covers the Development, Manufacture, Commercialization or use of any Licensed Product. In the absence of such prompt notification, any such Patent Rights shall be excluded from the Valid Claim definition. CytomX shall keep Pfizer informed regarding each Patent Right included in the Licensed Intellectual Property that CytomX or any Third Party licensor is prosecuting and shall consider in good faith any recommendations made by Pfizer in regard to the filing, prosecution or maintenance of any such Patent Right. To the extent CytomX decides not to prosecute or maintain any Patent Right of CytomX that CytomX reasonably believes covers or may cover the Development, Manufacture, Commercialization or use of any Licensed Product (other than any such Patent Right owned or co-owned by a Third Party licensor or the filing of any such new initial Patent Right) and except in the case in which the decision not to file, prosecute or maintain such Patent Right is made by CytomX in the ordinary course of filing continuation applications or as part of an overall strategy to optimize the scope or other aspects of the Licensed Intellectual Property, CytomX shall provide Pfizer written notice to such effect at least thirty (30) days prior to the date on which any filing or other action is due, in which event Pfizer may elect to continue prosecution or maintenance of such Patent Right, at Pfizer's sole expense, and CytomX, upon Pfizer's written request, shall execute such documents and perform such acts, at Pfizer's expense, as may be reasonably necessary to permit Pfizer to file, prosecute and maintain, at its own discretion, such Patent Right. Notwithstanding anything to the contrary, (a) CytomX shall maintain the recent PCT application on the EGFR Probody, International Application Number PCT/US2013/038540, filed April 26, 2013 (the "EGFR PCT") for its full life; and (b) CytomX shall, on or before the deadline for entry of the EGFR PCT into the national phase, file applications in the countries/regions listed in Schedule 6.2.1, parts A and B, provided that if CytomX does not wish to file in any region or country on Schedule 6.2.1 as set forth in part (b) of this sentence, CytomX shall notify Pfizer at least ninety (90) days prior to the deadline for such filing and Pfizer may elect to file, prosecute and maintain such Patent Rights in such countries, at Pfizer's sole expense, and CytomX, upon Pfizer's written request, shall execute such documents and perform such acts, at Pfizer's expense, as may be reasonably necessary to permit Pfizer to file, prosecute and maintain, at its own discretion, such Patent Rights. CytomX will continue to own any Patent Rights that are filed, prosecuted or maintained by Pfizer pursuant to this Section 6.2.1(d) provided that (x) such Patent Rights in such countries will be excluded from the Valid Claim definition; and (y) in addition to the exclusive licenses granted to Pfizer under Section 4,

CytomX will and does hereby grant to Pfizer (subject to any existing Third Party rights) a non-exclusive, sublicensable, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to practice and exploit such Patent Rights in such countries for any and all purposes, provided that for any national applications claiming priority to the EGFR provisional applications cited in the EGFR PCT in the countries listed in Schedule 6.2.1, part B that are initially filed by Pfizer pursuant to the foregoing sentence, this part (y) shall not apply, on a country-by-country basis, if CytomX agrees to pay and does pay, within forty-five (45) days of receipt of an invoice from Pfizer, fifty percent (50%) of Pfizer's out-of-pocket expenses for all filing, prosecution and maintenance costs of such applications. Except in the ordinary course of filing continuation applications or as part of an overall strategy to optimize the scope or other aspects of the intellectual property protecting the relevant Agreement PDCs, CytomX shall not decline to pay for or participate in the filing, prosecution or maintenance of any Patent Right under any CytomX Third Party Agreement, to the extent CytomX is obligated to pay for such or has the right to participate in such filing, prosecution or maintenance, that is included in the Licensed Intellectual Property and that, in Pfizer's reasonable discretion, covers a Licensed Product Developed or Commercialized by Pfizer or its Affiliates, and the loss of which would result in loss of right to or would materially diminish the overall protection of such Licensed Product, without Pfizer's prior written consent, not to be unreasonably withheld or delayed.

(e) **Joint Patent Rights**. In the event the Parties conceive or generate any Joint Developed IP, other than any Joint Developed IP that constitutes PDC Developed IP and is assigned to Pfizer pursuant to Section 6.1.1(d), the Parties shall promptly meet to discuss and determine, based on mutual consent, whether to seek patent protection thereon. Neither Party will file any Patent Right covering or claiming any such Joint Developed IP (a "**Joint Patent Right**") without the consent of the other Party, provided that following the Option Exercise Date for a Research Project Target, including payment of the applicable Option Exercise Fee, Pfizer shall have the first right to file on and control prosecution of any Patent Right covering or claiming any Joint Developed IP used in the development, manufacture, composition or use of any PDC Targeting such Research Project Target, that does not claim or cover any invention that is generally applicable to Probodies or PDCs other than a PDC Targeting such Research Project Target. If Pfizer controls prosecution of any such Joint Developed IP, Pfizer shall keep CytomX informed regarding each Patent Right that Pfizer is prosecuting and shall consider in good faith any recommendations made by CytomX in regard to the filing, prosecution or maintenance of any such Patent Right. For avoidance of doubt, "prosecution" as used in this Section 6.2.1 includes oppositions, nullity or revocation actions, post-grant reviews and other patent office proceedings involving the referenced Patent Rights.

(f) **Liability**. To the extent that a Party is obtaining, prosecuting or maintaining a Patent Right included in the Licensed Intellectual Property or Developed IP (including PDC Developed IP) or otherwise exercising its rights under this Section 6.2.1, such Party, and its Affiliates, employees, agents or representatives, shall not be liable to the other Party in respect of any act, omission, default or neglect on the part of any such Party, or its Affiliates, employees, agents or representatives, in connection with such activities undertaken in good faith.

(g) **Extensions**. The decision to file for a patent term extension and particulars thereof (including which patent(s) to extend) will be made with the goal of obtaining the optimal patent term and scope of protection for Licensed Products. Pfizer shall have the right after it has submitted for Regulatory Approval of a Licensed Product, but not the obligation, to request permission from CytomX to seek, in CytomX's name if so required, patent term extensions, supplemental protection certificates and the like available under applicable law, including 35 U.S.C. § 156 and applicable foreign counterparts, (each, an "extension") for any patent included in the Licensed Intellectual Property (a "Licensed Patent") that covers such Licensed Product. CytomX agrees to grant Pfizer such permission on request, unless at the time of such request CytomX has determined to seek such extension under such Licensed Patent for a product for which CytomX has sole development and commercialization rights or for which CytomX is obligated to a Third Party to seek such extension for the Third Party's or a collaboration product (each an "**Other Product**"), in each case where the Other Product has advanced to at least Phase III clinical testing and the Other Product is covered by a Valid Claim of the Licensed Patent. If Pfizer does not seek to extend any Licensed Patent in relation to a Licensed Product but CytomX is interested in doing so, then CytomX shall notify Pfizer of such interest and CytomX may only seek to do so if in Pfizer's reasonable legal determination such Licensed Patent may be extended under applicable law in relation to a Licensed Product without limiting Pfizer's right to extend any other patent in relation to the Licensed Product or to extend the same Licensed Patent with respect to another Licensed Product.

(h) **Joint Research Agreement**. This Agreement shall be understood to be a joint research agreement under 35 U.S.C. § 103(c)(3) entered into for the purpose of researching, identifying and Developing Agreement PDCs and Licensed Products.

(i) **Recording**. If Pfizer deems it necessary or desirable to register or record this Agreement or evidence of this Agreement with any patent office or other appropriate government authorities in one or more jurisdictions in the Territory, then Pfizer shall submit to CytomX any proposed evidence of such recording and the Parties will comply with the terms of Section 7.2.3 in respect of such filing. CytomX shall execute and deliver to Pfizer any documents necessary or desirable, in Pfizer's reasonable judgment, to complete such registration or recordation in accordance with the terms of Section 7.2.3.

6.2.2. **Enforcement of Patent Rights**.

(a) **Notice**. If either Pfizer or CytomX becomes aware of any infringement anywhere in the world of any issued Patent Right within the Licensed Intellectual Property or Developed IP by any Third Party PDC that Targets a Research Project Target (an "**Infringement**") or by any Third Party Probody that Targets a Research Project Target, such Party shall promptly notify the other Party in writing to that effect.

(b) **Infringement of Certain Patent Rights**.

(i) Subject to Pfizer exercising the Option with respect to the applicable Research Project Target pursuant to Section 4.1.2, and subject to the terms and conditions of any applicable CytomX Third Party Agreements, in the event of any Infringement of a Patent Right included in the Licensed Intellectual Property or Developed IP, Pfizer shall have the first right, and in the case of PDC Developed IP or other Developed IP solely owned by Pfizer, the sole right, but not the obligation, to take action to obtain a discontinuance of Infringement or bring suit against a Third Party infringer of such Patent Right within six (6) months from the date of notice and to join CytomX as a party plaintiff.

(ii) Pfizer shall bear all the expenses of any suit brought by it claiming infringement of any such Patent Right. CytomX shall cooperate with Pfizer in any such suit and shall have the right to consult with Pfizer and to participate in and be represented by independent counsel in such litigation at its own expense. Pfizer shall incur no liability to CytomX as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any such Patent Right invalid or unenforceable, and Pfizer shall not, without CytomX's prior written consent, enter into any settlement or consent decree that requires any payment by or admits or imparts any other liability to CytomX or admits the invalidity or unenforceability or limits the scope of any such Patent Right.

(iii) If Pfizer has not obtained a discontinuance of such Infringement by, or filed suit against, any such Third Party infringer within the six (6) month period set forth in subsection (i) above, then CytomX shall have the right, but not the obligation, to bring suit against such Third Party infringer, at CytomX's sole expense, under any Licensed Intellectual Property or under any Developed IP owned by CytomX. Pfizer shall reasonably cooperate with CytomX in any such litigation, at CytomX's expense, provided that Pfizer shall not be required to join such litigation as a party and Pfizer may, at its sole discretion, elect to be represented by independent counsel in such litigation at its own expense. CytomX shall incur no liability to Pfizer as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any such CytomX Patent Right or Joint Patent Right invalid or unenforceable; and CytomX shall not, without Pfizer's prior written consent, enter into any settlement or consent decree that requires any payment by or admits or imparts any other liability to Pfizer or admits the invalidity or unenforceability or limits the scope of any such Patent Right.

(iv) The enforcing Party shall keep the other Party reasonably informed of all material developments in connection with any such suit. Subject to the terms and conditions of any applicable CytomX Third Party Agreements, any recoveries obtained by either Party as a result of any proceeding against such a Third Party infringer shall be allocated as follows:

(A) Such recovery shall first be used to reimburse each Party for all out-of-pocket litigation costs in connection with such litigation paid by that Party; and

(B) With respect to any remaining portion of such recovery, if Pfizer was the enforcing Party, CytomX shall receive an amount equal to the royalty that would be payable, pursuant to Section 5.5, on an amount of Net Sales of the relevant Licensed Product(s) in the country(ies) where such Infringement occurred equal to such remaining portion of such recovery, and Pfizer shall receive any remaining portion of such recovery; or

(C) With respect to any remaining portion of such recovery, if CytomX was the enforcing Party, CytomX shall receive any remaining portion of such recovery, except to the extent such recovery for such Infringement was calculated based on lost sales of Pfizer, in which case the allocation of such remaining portion shall be made as provided in Section 6.2.2(b)(iv)(B).

(c) **Other Infringement**. For any infringement of any Licensed Intellectual Property other than an Infringement, CytomX retains the sole right (as between the Parties), but not the obligation, to enforce the Licensed Intellectual Property.

(d) **Other Infringement of Joint Patent Rights**. With respect to any notice of a Third Party infringer of any Joint Patent Right other than in the case of a Joint Patent Right subject to Section 6.2.2(b), the Parties shall meet as soon as reasonably practicable to discuss such infringement and determine an appropriate course of action and the Parties' respective rights and responsibilities with respect to any enforcement thereof.

6.2.3. **Biosimilar Notices**.

(a) Upon Pfizer's request any time after completion of the first Phase II Clinical Study for any Licensed Product, CytomX shall use reasonable efforts to assist and cooperate with Pfizer in establishing a strategy for responding to requests for information from Regulatory Authorities and Third Party requestors and preparing submissions responsive to any Biosimilar Notices received by Pfizer; provided that Pfizer shall make the final decisions with respect to such strategy and any such responses.

(b) Biosimilar Notices. Pfizer shall comply with the applicable provisions of 42 U.S.C. § 262(l) (or any amendment or successor statute thereto), any similar statutory or regulatory requirement enacted in the future regarding biologic products in the United States, or any similar statutory or regulatory requirement in any non-U.S. country or other regulatory jurisdiction, in each case, with respect to any Biosimilar Notice received by Pfizer from any Third Party regarding any Licensed Product that is being Commercialized in the applicable jurisdiction, and the exchange of information between any Third Party and Pfizer pursuant to such requirements; provided that, prior to any submission of information by Pfizer to a Third Party, CytomX shall have the right to review the patent information included in such proposed submission, solely with respect to Patent Rights Controlled by CytomX, and to make suggestions as to any changes to such patent information that CytomX reasonably believes to be necessary; provided further that Pfizer shall determine the

final content of any such submission. In the case of a Licensed Product approved in the United States under the PHS Act (or, in the case of a country in the Territory other than the United States, any similar law), to the extent permitted by Applicable Law, Pfizer, as the sponsor of the application for the Licensed Product, will be the "reference product sponsor" under the PHS Act. Pfizer shall give written notice to CytomX of receipt of a Biosimilar Notice received by Pfizer with respect to a Licensed Product, and Pfizer shall consult with CytomX with respect to the selection of the Patent Rights to be submitted pursuant to 42 U.S.C. § 262(l) (or any similar law in any country of the Territory outside the United States); provided that Pfizer shall have final say on such selection of Patent Rights. CytomX agrees to be bound by the confidentiality provisions of 42 U.S.C. § 262(l)(1)(B)(iii). In order to establish standing in connection with any action brought by Pfizer under this Section 6.2.3, CytomX, upon Pfizer's request, shall reasonably cooperate with Pfizer in any such action, including timely commencing or joining in any action brought by Pfizer under this Section 6.2.3 solely to the extent any Patent Rights Controlled by CytomX are involved in any such action, and the Parties rights and responsibilities regarding any action shall be determined in accordance with Section 6.2.2(b).

6.3. **Interference, Opposition, Revocation and Declaratory Judgment Actions**. If the Parties mutually determine that, based upon the review of a Third Party's patent or patent application or other intellectual property rights, it may be desirable in connection with any Agreement PDC or Licensed Product to provoke or institute an interference, opposition, revocation, post-grant review or other patent office proceedings or declaratory judgment action with respect thereto, then the Parties shall consult with one another and shall reasonably cooperate in connection with such an action. Unless otherwise mutually determined by the Parties and except for any interferences involving any Licensed Intellectual Property or other Patent Rights Controlled by CytomX which shall be governed by Section 6.2, Pfizer shall control such action and shall select counsel for such action. The rights and obligations of the Parties under Section 6.4 are expressly subject to this Section 6.3. Notwithstanding anything to the contrary, CytomX shall retain all rights to control any actions initiated by CytomX prior to the Effective Date, provided that CytomX shall keep Pfizer reasonably informed of, and shall consider in good faith, any recommendations made by Pfizer in connection with such actions.

6.4. **Infringement of Third Party Patent Rights**. If the Development, Manufacture or Commercialization of any Licensed Product is alleged by a Third Party to infringe a Third Party's patent or other intellectual property rights, the Party becoming aware of such allegation shall promptly notify the other Party. The Party that is alleged to infringe the Third Party's patent or intellectual property rights shall have the right to take such action as it deems appropriate in response to such allegation, and shall be solely responsible for all damages, costs and expenses in connection therewith, subject to Article 10.

7. CONFIDENTIALITY

7.1. **Confidentiality**. Except to the extent expressly authorized by this Agreement, the Parties agree that, during the Term and for five (5) years thereafter, each Party (the "**Receiving Party**") receiving any Confidential Information of the other Party (the "**Disclosing Party**") hereunder shall: (a) keep the Disclosing Party's Confidential Information confidential; (b) not disclose, or permit the disclosure of, the Disclosing Party's Confidential Information; and (c) not use, or permit to be used, the Disclosing Party's Confidential Information for any purpose, in each case, except for the performance of its obligations or exercise of its rights under this Agreement, provided, however, that a Receiving Party may use or disclose Confidential Information of the Disclosing Party to the extent that such Confidential Information (i) was already known by the Receiving Party (other than under an obligation of confidentiality to the Disclosing Party) at the time of disclosure by the Disclosing Party; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party; (iii) became generally available to the public or otherwise part of the public domain after its disclosure to the Receiving Party, other than through any act or omission of the Receiving Party in breach of its obligations under this Agreement; (iv) was disclosed to the Receiving Party, other than under an obligation of confidentiality, by a Third Party who had no obligation to the Disclosing Party not to disclose such information to the Receiving Party; or (v) was independently discovered or developed by or on behalf of the Receiving Party without the use of any Confidential Information of the Disclosing Party.

7.2. **Authorized Disclosure**.

7.2.1. **Disclosure to Party Representatives**. Notwithstanding the foregoing provisions of Section 7.1, the Receiving Party may disclose Confidential Information belonging to the Disclosing Party to the Receiving Party's, its Affiliates' and its Sublicensees' officers, directors, employees, consultants, contractors, or agents (collectively, "**Representatives**") who (a) have a need to know such Confidential Information in connection with the performance of the Receiving Party's obligations or the exercise of the Receiving Party's rights under this Agreement and (b) have agreed in writing to non-disclosure and non-use provisions with respect to such Confidential Information that are at least as restrictive as those set forth in this Article 7. For clarity, notwithstanding the foregoing, CytomX may use and disclose Confidential Information within the Developed IP that is (i) owned by CytomX, or (ii) licensed to CytomX pursuant to Section 4.2.2 within the scope of such license (the "**CytomX Usable Developed IP**"), to any entities that have a need to know such Confidential Information in connection with the Development, Manufacture or Commercialization of Probodies and PDCs that do not otherwise incorporate Pfizer Technology or

Pfizer Improvements, or with respect to information licensed under Section 4.2.2, within the scope of such license (the "**Permitted Uses**"), and have entered into an agreement as described in (b) above, subject in each case to the exclusive rights expressly granted to Pfizer under Sections 2.1.6 and 4.5 above and, with respect to Developed IP disclosed as provided in (ii) above, the restrictions in Section 4.2.2.

7.2.2. **Disclosure to Third Parties**.

(a) Notwithstanding the foregoing provisions of Section 7.1, the Parties may disclose Confidential Information belonging to the other Party:

(i) to Governmental Authorities (A) in the case of Pfizer, subject to Pfizer exercising the Option with respect to the applicable Research Project Target pursuant to Section 4.1.2, to the extent reasonably necessary to obtain or maintain INDs or Regulatory Approvals for any Licensed Product Targeting such Research Project Target within the Territory, (B) in the case of CytomX, with respect to CytomX Usable Developed IP, to the extent reasonably necessary to obtain or maintain INDs or Regulatory Approvals for any Probodies and PDCs within the Permitted Uses, and (C) in the case of either Party, in order to respond to inquiries, requests, investigations, orders or subpoenas of Governmental Authorities relating to this Agreement;

(ii) (A) in the case of Pfizer, subject to Pfizer exercising the Option with respect to the applicable Research Project Target pursuant to Section 4.1.2, to outside consultants, contractors, advisory boards, managed care organizations, and non-clinical and clinical investigators, in each case to the extent reasonably necessary to Develop, Manufacture or Commercialize any Licensed Product Targeting such Research Project Target and under reasonable obligations of confidentiality, and (B) in the case of CytomX, with respect to CytomX Usable Developed IP, to outside consultants, contractors, advisory boards, managed care organizations, and non-clinical and clinical investigators, in each case to the extent reasonably necessary to Develop, Manufacture or Commercialize any Probodies and PDCs within the Permitted Uses and under reasonable obligations of confidentiality;

(iii) subject to Section 6.2.1(c), to the extent reasonably necessary, in connection with filing or prosecuting Patent Rights or Trademark rights as permitted by this Agreement;

(iv) to the extent reasonably necessary, in connection with prosecuting or defending litigation as permitted by this Agreement;

(v) (A) regarding the existence of this Agreement, this Agreement itself or the material and financial terms of this Agreement, to its accountants, lawyers, and other advisers, and to actual or potential investors, lenders, acquirers, investment bankers, or agents of the foregoing in connection with a financing, merger, or acquisition, and (B) to any other third parties in connection with the events in (A) with the consent of the disclosing Party, such consent not to be unreasonably withheld, in each case (A)-(B) under confidentiality obligations no less restrictive than those set forth in this Agreement;

(vi) subject to Section 7.3.2, in connection with or included in scientific presentations and publications relating to Licensed Products, including abstracts, posters, journal articles and the like, and posting results of and other information about clinical trials to clinicaltrials.gov or PhRMA websites; and

(vii) to the extent necessary in order to enforce its rights under this Agreement.

All disclosures by CytomX under this Section 7.2.2(a) are subject in each case: to the exclusive rights expressly granted to Pfizer under Sections 2.1.6 and 4.5 above and, with respect to Developed IP licensed to CytomX under Section 4.2.2, to the restrictions in Section 4.2.2.

(b) In the event a Party deems it reasonably necessary to disclose Confidential Information belonging to the other Party pursuant to Section 7.2.2(a)(i)(C), the Disclosing Party shall to the extent possible give reasonable advance written notice of such disclosure to the other Party and take all reasonable measures to ensure confidential treatment of such information.

7.2.3. **SEC Filings and Other Disclosures**. Notwithstanding any provision of this Agreement to the contrary, either Party may disclose the terms of this Agreement to the extent required, in the reasonable opinion of such Party's legal counsel, to comply with applicable Law, including the rules and regulations promulgated by the United States Securities and Exchange Commission or any equivalent governmental agency in any country in the Territory. Notwithstanding the foregoing, before disclosing this Agreement or any of the terms hereof pursuant to this Section 7.2.3, the Parties will consult with one another on the terms of this Agreement to be redacted in making any such disclosure. Further, if

a Party discloses this Agreement or any of the terms hereof in accordance with this Section 7.2.3, such Party shall, at its own expense, use Commercially Reasonable Efforts to seek such confidential treatment of confidential portions of this Agreement and such other terms, as may be reasonably requested by the other Party.

7.3. **Public Announcements; Publications**.

7.3.1. **Announcements**. Except as may be expressly permitted under Section 7.2.3, neither Party will make any public announcement regarding this Agreement without the prior written approval of the other Party. For the sake of clarity, nothing in this Agreement shall prevent (a) either Party from making any public disclosure relating to this Agreement if the contents of such public disclosure have previously been made public other than through a breach of this Agreement by the issuing Party or its Affiliates; or (b) Pfizer, subject to its exercising the Option with respect to the applicable Research Project Target pursuant to Section 4.1.2, from making any scientific publication or public announcement with respect to any Licensed Product Targeting such Research Project Target under this Agreement; provided, however, that, except as permitted under Section 7.2, Pfizer shall not disclose any of CytomX's Confidential Information in any such publication or announcement without obtaining CytomX's prior written consent to do so. The Parties agree that CytomX may release the announcement attached hereto as Schedule 7.3.1 regarding the signing of this Agreement following the Effective Date. The Parties agree that CytomX may issue future announcements concerning Pfizer's achievement of any significant milestones, including the selection of a clinical candidate, under this Agreement, provided that the content of any such announcement has been mutually agreed upon by the Parties.

7.3.2. **Publications**. During the Term, each Party shall submit to the other Party (the "**Non-Disclosing Party**") for review and approval any proposed academic, scientific and medical publication or public presentation which contains the Non-Disclosing Party's Confidential Information. In addition, each Party shall submit to the other Party for review and approval any proposed publication or public presentation relating to data generated under the Research Program, provided that Pfizer shall not be required to submit any proposed publication or public presentation to CytomX for review and approval pursuant to this sentence to the extent such publication or presentation relates to any Research Project Target for which Pfizer has exercised its Option pursuant to this Agreement and to the extent consistent with Pfizer's normal and customary publication practices. In both instances, such review and approval will be conducted for the purposes of preserving the value of the Licensed Intellectual Property and PDC Developed IP and the rights granted to Pfizer hereunder and determining whether any portion of the proposed publication or presentation containing the Non-Disclosing Party's Confidential Information should be modified or deleted. Written copies of such

proposed publication or presentation required to be submitted hereunder shall be submitted to the Non-Disclosing Party no later than thirty (30) days before submission for publication or presentation (the "**Review Period**"). The Non-Disclosing Party shall provide its comments with respect to such publications and presentations within twenty (20) days after its receipt of such written copy, and the other Party shall delete any Confidential Information of the Non-Disclosing Party upon request. The Review Period may be extended for an additional sixty (60) days in the event the Non-Disclosing Party can, within fifteen (15) days of receipt of the written copy, demonstrate reasonable need for such extension, including for the preparation and filing of patent applications. CytomX and Pfizer will each comply with standard academic practice regarding authorship of scientific publications and recognition of contribution of other parties in any publication governed by this Section 7.3.2.

7.4. **Obligations in Connection with Change of Control**. If CytomX is subject to a Change of Control, CytomX will, and it will cause its Affiliates and Representatives to, ensure that no Confidential Information of Pfizer, other than with respect to the status of Development or Commercialization of a Licensed Product, is released to (a) any Affiliate of CytomX that becomes an Affiliate as a result of the Change of Control or (b) any Representatives of CytomX (or of the relevant surviving entity of such Change of Control) who become Representatives as a result of the Change of Control, unless such Representatives have signed individual confidentiality agreements which include equivalent obligations to those set out in this Article 7. If any Change of Control of CytomX occurs, CytomX shall promptly notify Pfizer, share with Pfizer the policies and procedures it plans to implement in order to protect the confidentiality of Pfizer's Confidential Information prior to such implementation and make any adjustments to such policies and procedures that are reasonably requested by Pfizer. Notwithstanding the foregoing, this Section 7.4 shall not be deemed to limit CytomX's right to disclose Developed IP that CytomX would otherwise have a right to use and disclose to a Third Party (i.e., if such Third Party did not acquire CytomX).

8. REPRESENTATIONS AND WARRANTIES.

8.1. **Mutual Representations and Warranties**. Each of CytomX and Pfizer hereby represents and warrants to the other Party that:

8.1.1. it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

8.1.2. the execution, delivery and performance of this Agreement by such Party has been duly authorized by all requisite action under the provisions of its charter, bylaws and other organizational documents, and does not require any action or approval by any of its shareholders or other holders of its voting securities or voting interests;

8.1.3. it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

8.1.4. this Agreement has been duly executed and is a legal, valid and Binding Obligation on each Party, enforceable against such Party in accordance with its terms; and

8.1.5. the execution, delivery and performance by such Party of this Agreement and its compliance with the terms and provisions hereof does not and will not conflict with or result in a breach of or default under any Binding Obligation existing as of the Effective Date.

8.2. **Representations and Warranties of CytomX**. CytomX hereby represents and warrants to Pfizer that as of the Effective Date:

8.2.1. CytomX is the sole and exclusive owner of, or otherwise Controls pursuant to a CytomX Third Party Agreement listed on Schedule 8.2.1, the CytomX Technology existing as of the Effective Date, all of which is free and clear of any claims, liens, charges or encumbrances;

8.2.2. it has and will have the full right, power and authority to grant all of the right, title and interest in the licenses and other rights granted or to be granted to Pfizer or Pfizer's Affiliates under this Agreement;

8.2.3. as of the Effective Date (a) Schedule 8.2.3 sets forth a true and complete list of all CytomX Patent Rights, (b) to CytomX's knowledge after reasonable inquiry, each such Patent Right outside of the United States owned by CytomX is in full force and effect and (c) each such Patent Right in the United States owned by CytomX is in full force and effect and (d) to CytomX's knowledge, each such Patent Right Controlled by CytomX pursuant to the UCSB Agreement is in full force and effect;

8.2.4. to its knowledge: (i) the CytomX Patent Rights existing as of the Effective Date, are, or, upon issuance, will be, valid and enforceable patents and (ii) as of the Effective Date, no Third Party (a) is infringing any CytomX Patent Right or (b) has challenged or threatened to challenge the extent, validity or enforceability of any CytomX Patent Right (including, by way of example, through the institution or threat of institution of interference, nullity or similar invalidity proceedings before the United States Patent and Trademark Office or any analogous foreign Governmental Authority);

8.2.5. to its knowledge, it and its counsel, and to its knowledge, UCSB and its counsel with respect to the Patent Rights subject to the UCSB Agreement, have complied with all Applicable Laws, including any disclosure requirements, in connection with the filing, prosecution and maintenance of the CytomX Patent Rights existing as of the Effective Date;

8.2.6. CytomX has independently developed all CytomX Know-How existing as of the Effective Date or otherwise has a valid right to use, and to permit Pfizer, Pfizer's Affiliates and Pfizer's Sublicensees to use, such CytomX Know-How for all permitted purposes under this Agreement;

8.2.7. it (or UCSB, with respect to the Patent Rights subject to the UCSB Agreement) has obtained from all inventors of CytomX Technology existing as of the Effective Date, valid and enforceable agreements assigning to CytomX (or to UCSB, with respect to the Patent Rights subject to the UCSB Agreement) each such inventor's entire right, title and interest in and to all such CytomX Technology;

8.2.8. except as expressly disclosed in Schedule 8.2.8, no CytomX Technology existing as of the Effective Date is subject to any funding agreement with any Governmental Authority;

8.2.9. except as expressly disclosed in Schedule 8.2.9, neither CytomX nor any of its Affiliates are subject to any agreement or obligation that limits any ownership or license right granted to Pfizer or its Affiliates under this Agreement, including any right granted to Pfizer or its Affiliates to access, practice, grant any licenses or sublicenses under, or provide Pfizer's Sublicensees with access to any intellectual property right or material (including any Patent Right, Know-How or other data or information), in each case, that would, but for such agreement or obligation, be included in the rights licensed or assigned to Pfizer or its Affiliates pursuant to this Agreement;

8.2.10. (a) there are no agreements between CytomX and any Third Party existing as of the Effective Date under which CytomX obtains rights in or to any Licensed Intellectual Property, other than the CytomX Third Party Agreements expressly disclosed in Schedule 8.2.10 (each, a "**Disclosed Third Party Agreement**"), true and complete copies of which have been provided to Pfizer, (b) except as provided in the Disclosed Third Party Agreements, no Third Party has any right, title or interest in or to, or any license under, any CytomX Technology, (c) no rights granted by or to CytomX or its Affiliates under any Disclosed Third Party Agreement conflict with any right or license granted to Pfizer or its Affiliates hereunder and (d) CytomX and its Affiliates are in compliance in all respects with all Disclosed Third Party Agreements, including all due diligence obligations of CytomX under the Disclosed Third Party Agreements;

8.2.11. to its knowledge, the use, practice or application by CytomX or Pfizer (or their respective Affiliates or Sublicensees) of any CytomX Technology does not and will not infringe any valid claim of an issued and unexpired patent of any

Third Party (excluding, for clarity, any potential infringement that might arise solely as a result of the combination of any CytomX Technology with any other technology or intellectual property); and

8.2.12. there is no (a) claim, demand, suit, proceeding, arbitration, inquiry, investigation or other legal action of any nature, civil, criminal, regulatory or otherwise, pending or, to the knowledge of CytomX, threatened against CytomX or any of its Affiliates or (b) judgment or settlement against or owed by CytomX or any of its Affiliates, in each case in connection with the CytomX Technology or relating to the transactions contemplated by this Agreement.

8.2.13. The CytomX Letter and the Patent Rights licensed under the UCSB Agreement together set forth all Third Party Patent Rights of which CytomX is aware that are or may be relevant to the Licensed Intellectual Property, including the composition of, or any method of using or method of making or any Tools for Developing, any Probody, Mask, Substrate or PDC.

8.3. **CytomX Covenants**. In addition to the covenants made by CytomX elsewhere in this Agreement, CytomX hereby covenants to Pfizer that, from the Effective Date until expiration or termination of this Agreement:

8.3.1. except in CytomX's ordinary course of prosecution or in the course of enforcement of Patent Rights in accordance with the provisions of Article 6, or with Pfizer's prior written consent, it will not (a) take any action that conflicts with the rights under the Licensed Intellectual Property or Developed IP granted or assigned to Pfizer or Pfizer's Affiliates under this Agreement or (b) fail to take any action that is reasonably necessary to avoid a conflict with the rights under the Licensed Intellectual Property or Developed IP granted or assigned to Pfizer or Pfizer's Affiliates under this Agreement;

8.3.2. it will (a) not enter into any CytomX Third Party Agreement that conflicts with or limits (i) the rights granted to Pfizer or Pfizer's Affiliates hereunder or (ii) CytomX's ability to fully perform its obligations hereunder; (b) not amend, terminate or otherwise modify any CytomX Third Party Agreement (including any Disclosed Third Party Agreement) or consent or waive rights with respect thereto in any manner that adversely affects (i) the rights granted to Pfizer or Pfizer's Affiliates hereunder or (ii) CytomX's ability to fully perform its obligations hereunder; (c) promptly furnish Pfizer with copies of all (i) amendments to the Disclosed Third Party Agreements and (ii) CytomX Third Party Agreements and related amendments executed following the Effective Date; (d) fulfill, and cause its Affiliates to fulfill, all of their respective obligations under all CytomX Third Party Agreements (including Disclosed Third Party Agreements) so as not to be in breach of such agreements; (e) furnish Pfizer with copies of all notices received by CytomX or its Affiliates relating to any actual or alleged breach by CytomX or its Affiliates under any CytomX Third Party

Agreement (including any Disclosed Third Party Agreement), and all other notices received by CytomX or its Affiliates in connection with any CytomX Third Party Agreement (including any Disclosed CytomX Third Party Agreement) that pertain to the rights granted to Pfizer or Pfizer's Affiliates hereunder, within five (5) Business Days after receipt thereof; and (f) in the event that CytomX does not resolve any such actual or alleged breach, notify Pfizer within a sufficient period of time before the expiration of the cure period for such actual or alleged breach under such CytomX Third Party Agreement such that Pfizer is able to cure or otherwise resolve such actual or alleged breach or default, and if Pfizer makes any payments to any Third Party in connection with the cure or other resolution of such breach or default, then Pfizer may credit the amount of such payments against any royalties or other amounts payable to CytomX pursuant to this Agreement.

8.3.3. it will not enter into any agreement or arrangement which limits the ownership rights of Pfizer or its Affiliates with respect to any Developed IP, or limits the ability of Pfizer or its Affiliates to grant a license, sublicense or access, or provide or provide access or other rights in, to or under, any intellectual property right or material (including any Patent Right, Know-How or other data or information), in each case, that is within the Licensed Intellectual Property, subject to the terms of CytomX Third Party Agreements accepted by Pfizer in accordance with Section 5.5.2(c) above; and

8.3.4. it will maintain agreements with all Persons acting by or on behalf of CytomX or its Affiliates under this Agreement which require such Persons to assign to CytomX their entire right, title and interest in and to all Patent Rights, Know-How or other intellectual property rights that are conceived or generated in the course of performing Research Plan Activities.

8.4. **Representation by Legal Counsel**. Each Party hereto represents that it has been represented by legal counsel in connection with this Agreement and acknowledges that it has participated in the drafting hereof. In interpreting and applying the terms and provisions of this Agreement, the Parties agree that no presumption shall exist or be implied against the Party which drafted such terms and provisions.

8.5. **Disclaimer**. THE FOREGOING REPRESENTATIONS AND WARRANTIES OF EACH PARTY ARE IN LIEU OF ANY OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY SPECIFICALLY EXCLUDED AND DISCLAIMED.

9. GOVERNMENT APPROVALS; TERM AND TERMINATION.

9.1. **Government Approvals**. Each of CytomX and Pfizer shall cooperate with the other Party and use Commercially Reasonable Efforts to make all registrations, filings and applications, to give all notices and to obtain as soon as practicable all governmental or other consents, transfers, approvals, orders, qualifications authorizations, permits and waivers, if any, and to do all other things necessary or desirable for the consummation of the transactions as contemplated hereby.

9.2. **Term**. The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall extend, unless this Agreement is terminated earlier in accordance with this Article 9, on a Licensed Product-by-Licensed Product and country-by-country basis, until such time as the Royalty Term with respect to the sale of such Licensed Product in such country expires. Notwithstanding the foregoing, this Agreement shall terminate upon the expiration of the last-to-expire Option Exercise Period if Pfizer has not elected to exercise any Option under Section 4.1.2 prior to such time.

9.3. **Termination by Either Party for Cause**. Except as otherwise provided in Section 3.2.5, either Party may terminate this Agreement, in its entirety or, at the terminating Party's option, on a Research Project Target-by-Research Project Target basis, at any time during the Term of this Agreement by giving written notice to the other Party if the other Party commits a material breach of its obligations under this Agreement and such breach remains uncured for ninety (90) days, measured from the date written notice of such breach is given to the breaching Party. Notwithstanding the foregoing, a Party shall have the right to terminate this Agreement pursuant to this Section 9.3 (a) in part with respect to an individual Research Project Target only if the other Party's material breach giving rise to such termination right relates to such Research Project Target or (b) in its entirety only if such material breach fundamentally frustrates the objectives of or transactions contemplated by this Agreement taken as a whole or affects substantially all of the Research Program.

9.4. **Termination by Pfizer for Convenience**. At any time after the one (1) year anniversary of the Effective Date, Pfizer shall have the right to terminate this Agreement for any or no reason, either in its entirety or on a Research Project Target-by-Research Project Target basis, by providing sixty (60) days advance written notice of such termination to CytomX.

9.5. **Termination on Insolvency of CytomX**. This Agreement may be terminated upon written notice by Pfizer at any time in the event of a CytomX Insolvency Event.

9.6. **Effects of Termination**.

9.6.1. **Effect of Termination by Pfizer for Cause**. If Pfizer terminates this Agreement with respect to any or all Research Project Targets pursuant to Section 9.3 (each, a "**Terminated Target**"):

(a) all work under the applicable Research Plan with respect to each Terminated Target shall cease, and CytomX shall have no further obligation to: (i) perform any of its obligations under the applicable Research Plan with respect to such Terminated Target, (ii) to provide any additional assistance under Section 4.1.9 related to such Terminated Target, or (iii) to disclose or provide any rights with respect to the Terminated Target under any Third Party agreements entered into after the date of termination pursuant to Section 5.5.2(c)(iii);

(b) if the Terminated Target is the Second Target, then Pfizer's Target replacement right under Section 2.1.4 shall terminate as of the date of such termination notice;

(c) all options and licenses granted to Pfizer with respect to such Terminated Target and any Licensed Product Targeting such Terminated Target (each, a "**Terminated Licensed Product**"), including under Section 4.1, shall continue and become irrevocable and perpetual and the Parties rights and obligations under Section 8.3 shall continue;

(d) Pfizer shall have no further obligations to CytomX under this Agreement with respect to any such Terminated Target or Terminated Licensed Product, other than (i) those obligations that expressly survive termination in accordance with Section 9.8, or (ii) as provided in this Section 9.6.1;

(e) Pfizer shall have an obligation to pay (i) except if such termination arises as a result of CytomX's breach of Sections 2.1.6, 4.5, 7 and 8.2.3 through 8.2.13, fifty percent (50%) of any Option Fee that becomes due with respect to such Terminated Target pursuant to Section 5.2; (ii) except if such termination arises as a result of CytomX's breach of Sections 2.1.6, 4.5, 7 and 8.2.3 through 8.2.13, fifty percent (50%) of Milestone Payments with respect to Terminated Licensed Products and (iii) royalties with respect to Net Sales of Terminated Licensed Products in accordance with the terms and conditions of this Agreement, in an amount equal to fifty percent (50%) of the amount that would otherwise have been payable under this Agreement, provided that in no event will the royalty payable to CytomX for any Licensed Product be reduced below three percent (3%).

(f) Pfizer shall have the right to offset, against any payment owing to CytomX under subparagraph (b) above, any damages found or agreed by the Parties to be owed by CytomX to Pfizer;

(g) CytomX shall remain entitled to receive payments that accrued before the effective date of such termination;

(h) nothing in this Section 9.6.1 shall limit any other remedy Pfizer may have for CytomX's breach of this Agreement;

(i) the rights and obligations of the Parties with respect to all Research Project Targets other than any such Terminated Target shall remain in full force and effect; and

(j) for the avoidance of doubt, all licenses granted by Pfizer to CytomX under Section 4.2.1 shall terminate as of the effective date of such termination with respect to any such Terminated Target, and, if this Agreement is terminated in its entirety, all rights granted by Pfizer under Section 4.2.1 shall terminate as of the effective date of such termination. For clarity, the licenses granted by Pfizer to CytomX under Sections 4.2.2 and 4.3.2 shall survive any such termination.

9.6.2. **Effect of Termination by Pfizer on Insolvency of CytomX**. If Pfizer terminates this Agreement pursuant to Section 9.5:

(a) CytomX shall have no further obligation to perform any of its obligations under this Agreement (including CytomX's obligations under the Research Program and CytomX's obligations related to CytomX Third Party Agreements) other than those obligations that expressly survive termination of this Agreement in accordance with Sections 9.6.2(b) and 9.8 and without limiting Pfizer's right to cure or otherwise resolve any breach or alleged breach under any CytomX Third Party Agreement pursuant to Section 8.3.2;

(b) All options and licenses granted to Pfizer, including under Section 4.1.3 (but only with respect to a particular Research Project Target if Pfizer exercised its Option and paid the applicable Option Fee), shall continue and become, subject only to the royalty obligation set forth below in this Section 9.6.2(b), irrevocable and perpetual, the Parties' rights and obligations under Section 8.3 shall continue, and Pfizer shall have no further obligations to CytomX under this Agreement other than (i) those obligations that expressly survive termination in accordance with Section 9.8 and (ii) an obligation to pay royalties with respect to Net Sales of Licensed Products under Section 5.5 in accordance with the terms and conditions of this Agreement;

(c) CytomX shall remain entitled to receive payments that accrued before the effective date of such termination;

(d) Pfizer shall have the right to offset, against any payment owing to CytomX under subparagraph (b) above, any damages found or agreed by the Parties to be owed by CytomX to Pfizer; and

(e) nothing in this Section 9.6.2 shall limit any other remedy Pfizer may have for CytomX's breach of this Agreement.

9.6.3. **Effect of Termination by CytomX for Cause or by Pfizer for Convenience**.

(a) If CytomX terminates this Agreement with respect to any Research Project Target pursuant to Section 9.3, or if Pfizer terminates this Agreement with respect to any Research Project Target pursuant to Section 9.4, then all licenses and options granted by CytomX to Pfizer under Sections 4.1.1 and 4.1.3 with respect to any such Research Project Target and any Licensed Product Targeting such Research Project Target shall terminate. Upon any such termination, the following provisions shall apply:

(i) CytomX shall have no further obligation to perform any of its obligations under the Research Program, or provide any additional assistance under Section 4.1.9, with respect to such Research Project Target;

(ii) any Research Project Target with respect to which this Agreement has been terminated shall no longer be considered a Research Project Target for all purposes of this Agreement, including Sections 2.1.6, 3.5, 4.5.1, and 6.2.2, without limiting any obligations under Section 7;

(iii) CytomX shall remain entitled to receive payments that accrued before the effective date of such termination; and

(iv) If the termination is with respect to the Second Target and Pfizer has not exercised its Target replacement right under Section 2.1.4 prior to the date of the termination notice, then such Target replacement right shall terminate as of the date of such termination notice.

(b) If CytomX terminates this Agreement in its entirety pursuant to Section 9.3, or if Pfizer terminates this Agreement in its entirety pursuant to Section 9.4: (i) all licenses and options granted by CytomX to Pfizer under this Agreement, excluding those granted under Sections 4.1.4, 4.1.5 and 4.3.1, shall terminate, (ii) the licenses granted by Pfizer to CytomX under Sections 4.2.2 and 4.3.2 shall survive such termination, and (iii)

CytomX shall have no further obligations to Pfizer, and Pfizer no further rights, under this Agreement other than those rights and obligations that expressly survive termination in accordance with Section 9.8.

(c) If Pfizer, pursuant to Section 9.4, terminates this Agreement in its entirety or solely with respect to EGFR after the initiation of dosing of the first subject in a Phase I Clinical Study with respect to a Licensed Product Targeting EGFR, then the Parties, upon CytomX's written request made within thirty (30) days after the effective date of termination, shall for a period of one hundred twenty (120) days negotiate in good faith the terms and conditions of a license to CytomX, under relevant Pfizer Technology and Developed IP Controlled by Pfizer (including any PDC Developed IP), to Develop and Commercialize the EGFR Continuation Product, such terms and conditions to be mutually agreeable, reasonable and customary.

(d) If Pfizer, pursuant to Section 9.4, terminates this Agreement with respect to any Research Project Target (either by terminating this Agreement in its entirety or solely with respect to such Research Project Target) after Pfizer exercises its Option with respect to such Research Project Target and prior to initiation of dosing of the first subject in a Phase I Clinical Study of a Licensed Product Targeting such Research Project Target, then the Parties, upon CytomX's written request made within thirty (30) days after the effective date of termination, shall for a period of one hundred twenty (120) days negotiate in good faith the terms and conditions of a license to CytomX, under relevant Developed IP Controlled by Pfizer, to Develop and Commercialize PDCs Targeting such Research Project Target; provided that, for clarity, such license shall not include any rights under any Pfizer Technology or Pfizer Improvement.

(e) For the avoidance of doubt, if CytomX terminates this Agreement with respect to any Research Project Target pursuant to Section 9.3, or if Pfizer terminates this Agreement with respect to any Research Project Target pursuant to Section 9.4, in each case including all Research Project Targets in the event that this Agreement is terminated in its entirety, any such Research Project Target will no longer be considered to be a Research Project Target for the purpose of this Agreement.

9.6.4. **Satisfaction of Obligations During Notice Period**. During the period from providing a notice of termination through the termination of the Agreement, the Parties shall continue to perform their obligations under this Agreement.

9.6.5. **Pending Dispute Resolution**. If a Party gives notice of termination under Section 9.3 and the other Party disputes whether such notice was proper, then the issue of whether this Agreement has been terminated shall be resolved in accordance with Section 11.9 and this Agreement shall remain in effect pending

the resolution of such dispute. If as a result of such dispute resolution process it is determined that the notice of termination was proper, then such termination shall be effective immediately. If as a result of such dispute resolution process it is determined that the notice of termination was improper, then no termination shall have occurred and this Agreement shall remain in effect.

9.7. **Disposition of Inventories of Products**. Following termination of this Agreement with respect to one or more Research Project Targets, Pfizer, its Affiliates and its Sublicensees shall have the right to continue to sell their existing inventories of Licensed Product(s) Targeting such Research Project Targets that have received Regulatory Marketing Approval prior to such termination for a period not to exceed six (6) months after the effective date of such termination or expiration and Pfizer shall pay any royalties payable in connection with such sales in accordance with Section 5.5.

9.8. **Survival of Certain Obligations**. Expiration or termination of this Agreement shall not relieve the Parties of any obligation that accrued before such expiration or termination. The following provisions shall survive expiration or termination of this Agreement: Sections 2.11, 2.12.3, 2.12.4, 2.12.5, 4.1.4, 4.1.5, 4.1.7 (solely with respect to any licenses that survive such expiration or termination), 4.2.2, 4.3, 4.4, 4.6, 5.3.4 (for the period set forth therein), 5.6 (for any payment obligations accrued prior to such termination or expiration), 5.7.1 (for the period set forth therein), 5.7.2 (for the period set forth therein), 5.7.3, 5.7.4, 6.1, 6.2.1(a), 6.2.1(e), and Articles 1, 7, 10 (provided that obligations under Section 10.5 shall only survive for five (5) years after termination or expiration), and 11. For avoidance of doubt, any other Section that explicitly states it survives expiration or termination of this Agreement shall so survive.

9.9. **Right to Termination of Research Project(s) or Research Program by Pfizer upon Change of Control of CytomX**. If a Change of Control of CytomX is consummated during any Research Term, Pfizer shall have the right to terminate any Research Project or the Research Program in its entirety (in each case, without terminating the associated Option(s)), upon written notice to CytomX within sixty (60) days after consummation of such Change of Control of CytomX, such termination effective sixty (60) days after Pfizer's notice. Such termination of any Research Project or the Research Program (a) shall not constitute termination of this Agreement, (b) shall not affect the Parties' rights and obligations under this Agreement other than those relating to such Research Project or the Research Program and (c) shall not relieve either Party of any obligation that arose prior to such termination. Following any such termination of any Research Project or the Research Program, as applicable, Pfizer shall have no further funding obligation under Article 2 or Section 5.3 with respect to such Research Project or the Research Program, as applicable, other than that which may have accrued prior to such termination. In addition, if, at any time following a Change of Control of CytomX consummated during any Research Term, CytomX or its successor fails to perform its obligations under the Research Program in any material respect, then, effective upon written notice to CytomX or its successor, Pfizer shall have the right to terminate any Research Project or the Research Program in its entirety pursuant to this

Section 9.9, and CytomX, upon Pfizer's request, shall promptly transfer to a Third Party designated by Pfizer, at no additional cost to Pfizer, such CytomX Know-How and CytomX Improvements, including related materials, as is necessary for such Third Party to complete all activities allocated to CytomX under such Research Project or the Research Program, as applicable (which Third Party shall agree in writing to be bound by terms providing for Pfizer rights no less favorable to Pfizer than the rights granted to Pfizer in this Agreement). For the avoidance of doubt, in the event that Pfizer terminates a Research Project or the Research Program in accordance with this Section 9.9, such termination will not be deemed to be a termination for cause under Section 9.3 or a termination for convenience under Section 9.4, and the only effects of such termination are as set forth in this Section 9.9. Notwithstanding any provision of this Agreement to the contrary, nothing in this Section 9.9 shall limit, or preclude Pfizer from seeking, any other remedy Pfizer may have for CytomX's breach of this Agreement; provided that Pfizer may not seek remedy under both this Section 9.9 and Section 9.3 with respect to the same performance failure by CytomX or its successor.

9.10. **Effects of CytomX Change of Control**. In the event of a CytomX Change of Control during the Term, the following provisions of this Section 9.10 shall apply:

9.10.1. **Certain Terms Regarding Intellectual Property**.

(a) **CytomX Intellectual Property.** All Developed IP, CytomX Technology and Licensed Intellectual Property Controlled by CytomX immediately prior to such CytomX Change of Control shall continue to be CytomX Developed IP, CytomX Technology, and Licensed Intellectual Property for purposes of this Agreement.

(b) **Existing Acquirer Intellectual Property.** Patent Rights and Know-How that were Controlled by the entity acquiring CytomX or such entity's Affiliates that were not Affiliates of CytomX prior to such CytomX Change of Control (collectively, the "Acquirer") shall not be included within the Licensed Intellectual Property.

(c) **Independent Intellectual Property**. Patent Rights and Know-How that, following such CytomX Change of Control, are developed, made or otherwise acquired or Controlled by the Acquirer outside of the Research Program and without use of Pfizer's Confidential Information or Developed IP, CytomX Improvements or CytomX Technology shall not be included within the Developed IP, CytomX Technology, Licensed Intellectual Property or CytomX Third Party Agreements (it being understood, however, for the avoidance of doubt, that all CytomX Technology, Developed IP, and Licensed Intellectual Property developed by CytomX or the Acquirer in the course of, or used by CytomX or the Acquirer under any Research Plan shall continue to be Licensed Intellectual Property for all purposes of this Agreement). In addition, if

rights to Licensed Intellectual Property were granted to the Acquirer prior to the Change of Control, then the use of such Licensed Intellectual Property in accordance with such grant (and consistent with the exclusive licenses granted under this Agreement) shall not be deemed use of Confidential Information as described above for purposes of this Section 9.10.1(c).

9.10.2. **Effect on Certain Agreement Provisions.** From and after the effective date of a CytomX Change of Control, the Acquirer shall not be considered an "Affiliate" for the purpose of (a) Section 4.1.8 with respect to data that was not generated in the course of any Research Plan and (b) Section 4.5.1, provided that the Acquirer does not engage in any activities otherwise restricted under Section 4.5.1 using any Developed IP, Pfizer Technology, Pfizer Improvements or Confidential Information of Pfizer.

10. LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE.

10.1. **No Consequential Damages**. Except with respect to liability arising from a breach of Article 7, from any willful misconduct or intentionally wrongful act, or to the extent such Party may be required to provide indemnification under this Article 10, in no event will either Party, its Affiliates, its Sublicensees or any of its, its Affiliates' or its Sublicensees' respective Representatives be liable under this Agreement for any special, indirect, incidental, consequential or punitive damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including loss of profits or revenue suffered by either Party or any of its respective Affiliates or Representatives. Without limiting the generality of the foregoing, "consequential damages" will be deemed to include, and neither Party will be liable to the other Party or any of such other Party's Affiliates, Representatives or stockholders for, any damages based on or measured by loss of projected or speculative future sales of the Licensed Products, any Milestone Payment due upon any unachieved event under Section 5.4, any unearned royalties under Section 5.5 or any other unearned, speculative or otherwise contingent payments provided for in this Agreement.

10.2. **Indemnification by Pfizer**. Pfizer will indemnify, defend and hold harmless CytomX, its Affiliates and each of its and their respective employees, officers, directors and agents (each, a "**CytomX Indemnified Party**") from and against any and all liability, loss, damage, expense (including reasonable attorneys' fees and expenses) and cost (collectively, a "**Liability**") that the CytomX Indemnified Party may be required to pay to one or more Third Parties resulting from or arising out of:

10.2.1. Development, Manufacture, Commercialization or use of any Licensed Product by, on behalf of, or under the authority of, Pfizer (other than by any CytomX Indemnified Party), other than claims for which CytomX is required to indemnify Pfizer pursuant to Section 10.3; or

10.2.2. the material breach by Pfizer of any of its representations, warranties or covenants set forth in this Agreement;

except, in each case, to the extent caused by the negligence, recklessness or intentional acts of CytomX or any CytomX Indemnified Party.

10.3. **Indemnification by CytomX.** CytomX will indemnify, defend and hold harmless Pfizer, its Affiliates, Sublicensees, contractors, distributors and each of its and their respective employees, officers, directors and agents (each, a "**Pfizer Indemnified Party**") from and against any and all Liabilities that the Pfizer Indemnified Party may be required to pay to one or more Third Parties resulting from or arising out of:

10.3.1. any claim that the exercise of rights under the Licensed Intellectual Property by, on behalf of, or under the authority of Pfizer (other than by any CytomX Indemnified Party) to Develop, Manufacture, Commercialize or use any Licensed Product infringes any Third Party Patent Rights listed on the CytomX Letter; provided that all amounts due any Third Party under this Section 10.3.1, including damages awarded, and any royalties payable under any license or settlement entered into by Pfizer related to any such Liability (together with litigation expenses of Pfizer in undertaking the defense of any such claim) shall be deemed payments under an Additional Third Party License and fifty percent (50%) of such amounts shall be offset against royalties due CytomX under this Agreement as set forth in Section 5.5.2(b) (subject to the three percent (3%) minimum specified therein). Notwithstanding Section 10.4.2, such right of offset under Section 5.5.2(b) shall be the sole and exclusive remedy with respect to the indemnity under this Section 10.3.1;

10.3.2. other than for claims described in Section 10.3.1 or claims arising from or directed to the Development, Manufacture, Commercialization or use of any Licensed Product by a Pfizer Indemnitee (whether or not the Licensed Product was developed by CytomX in the performance of Research Plan Activities), the use of any Licensed Intellectual Property for the Development, Manufacture, Commercialization or use of any products by, on behalf of, or under the authority of, CytomX (other than by any Pfizer Indemnified Party); or

10.3.3. the material breach by CytomX of any of its representations, warranties or covenants set forth in this Agreement;

except to the extent caused by the negligence, recklessness or intentional acts of Pfizer or any Pfizer Indemnified Party.

10.4. **Procedure**.

10.4.1. **Notice**. Each Party will notify the other Party in writing in the event it becomes aware of a claim for which indemnification may be sought hereunder. In

the event that any Third Party asserts a claim or other proceeding (including any governmental investigation) with respect to any matter for which a Party (the "**Indemnified Party**") is entitled to indemnification hereunder (a "**Third Party Claim**"), then the Indemnified Party shall promptly notify the Party obligated to indemnify the Indemnified Party (the "**Indemnifying Party**") thereof; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then only to the extent that) the Indemnifying Party is prejudiced thereby.

10.4.2. **Control**. Subject to Pfizer's right to control any actions described in Section 6.2 (even where CytomX is the Indemnifying Party), the Indemnifying Party shall have the right, exercisable by notice to the Indemnified Party within ten (10) Business Days after receipt of notice from the Indemnified Party of the commencement of or assertion of any Third Party Claim, to assume direction and control of the defense, litigation, settlement, appeal or other disposition of the Third Party Claim (including the right to settle the claim solely for monetary consideration) with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party; provided that (a) the Indemnifying Party has sufficient financial resources, in the reasonable judgment of the Indemnified Party, to satisfy the amount of any adverse monetary judgment that is sought, (b) the Third Party Claim seeks solely monetary damages and (c) the Indemnifying Party expressly agrees in writing that as between the Indemnifying Party and the Indemnified Party, the Indemnifying Party shall be solely obligated to satisfy and discharge the Third Party Claim in full (the conditions set forth in clauses (a), (b) and (c) above are collectively referred to as the "Litigation Conditions"). Within ten (10) Business Days after the Indemnifying Party has given notice to the Indemnified Party of its exercise of its right to defend a Third Party Claim, the Indemnified Party shall give notice to the Indemnifying Party of any objection thereto based upon the Litigation Conditions. If the Indemnified Party reasonably so objects, the Indemnified Party shall continue to defend the Third Party Claim, at the expense of the Indemnifying Party, until such time as such objection is withdrawn. If no such notice is given, or if any such objection is withdrawn, the Indemnifying Party shall be entitled, at its sole cost and expense, to assume direction and control of such defense, with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party. During such time as the Indemnifying Party is controlling the defense of such Third Party Claim, the Indemnified Party shall cooperate, and shall cause its Affiliates and agents to cooperate upon request of the Indemnifying Party, in the defense or prosecution of the Third Party Claim, including by furnishing such records, information and testimony and attending such conferences, discovery proceedings, hearings, trials or appeals as may reasonably be requested by the Indemnifying Party. In the event that the Indemnifying Party does not satisfy the Litigation Conditions or does not notify the Indemnified Party of the Indemnifying Party's intent to defend any Third Party Claim within ten (10) Business Days after notice thereof, the

Indemnified Party may (without further notice to the Indemnifying Party) undertake the defense thereof with counsel of its choice and at the Indemnifying Party's expense (including reasonable, out-of-pocket attorneys' fees and costs and expenses of enforcement or defense). The Indemnifying Party or the Indemnified Party, as the case may be, shall have the right to join in (including the right to conduct discovery, interview and examine witnesses and participate in all settlement conferences), but not control, at its own expense, the defense of any Third Party Claim that the other Party is defending as provided in this Agreement.

10.4.3. **Settlement**. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, enter into any compromise or settlement that commits the Indemnified Party to take, or to forbear to take, any action. The Indemnified Party shall have the sole and exclusive right to settle any Third Party Claim, on such terms and conditions as it deems reasonably appropriate, to the extent such Third Party Claim involves equitable or other non-monetary relief, but shall not have the right to settle such Third Party Claim to the extent such Third Party Claim involves monetary damages without the prior written consent of the Indemnifying Party. Each of the Indemnifying Party and the Indemnified Party shall not make any admission of liability in respect of any Third Party Claim without the prior written consent of the other Party, and the Indemnified Party shall use reasonable efforts to mitigate Liabilities arising from such Third Party Claim.

10.5. **Insurance**. Each Party shall obtain and maintain, during the Term, commercial general liability insurance, including products liability insurance, with reputable and financially secure insurance carriers (or pursuant to a program of self-insurance reasonably satisfactory to the other Party) to cover its indemnification obligations under Section 10.2 or Section 10.3, as applicable, in each case with limits of not less than $3,000,000 per occurrence and in the aggregate. Insurance (other than permitted self-insurance) shall be procured with carriers having an A.M. Best Rating of A-VII or better.

11. MISCELLANEOUS.

11.1. **Assignment**. CytomX may not assign this Agreement without the prior written consent of Pfizer, which consent will not be unreasonably withheld or delayed; provided, however, that CytomX may, without the written consent of Pfizer, assign this Agreement in connection with the transfer or sale of all or substantially all of its business, through merger, sale of assets or sale of stock or ownership interest. Pfizer may not assign this Agreement or any interest hereunder without the prior written consent of CytomX, which consent will not be unreasonably withheld or delayed, except that this Agreement may be assigned as follows: (a) Pfizer may assign its rights and obligations under this Agreement by way of sale of itself or the sale of the portion of its business to which this Agreement relates, through merger, sale of assets or sale of stock or ownership interest and (b) Pfizer may assign its rights and obligations under this Agreement to any of its Affiliates; provided that if such assignment would result in withholding or other similar taxes

becoming due on payments to CytomX under this Agreement, then any such assignment will require CytomX's prior written consent absent an express agreement by Pfizer or the assignee to pay or reimburse CytomX for any such taxes resulting from such assignment, such consent not to be unreasonably withheld or delayed. This Agreement shall be binding upon the successors and permitted assigns of the Parties and the name of a Party appearing herein shall be deemed to include the names of such Party's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement. Any assignment not in accordance with this Section 11.1 shall be void.

11.2. **Further Actions**. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of the Agreement.

11.3. **Force Majeure**. Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming Party promptly provides notice of the prevention to the other Party. Such excuse shall be continued so long as the condition constituting force majeure continues and the nonperforming Party takes Commercially Reasonable Efforts to resume performance. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the Parties, including an act of God, voluntary or involuntary compliance with any Applicable Law or order of any government, war, act of terror, civil commotion, labor strike or lock-out, epidemic, failure or default of public utilities or common carriers, or destruction of production facilities or materials by fire, earthquake, storm or like catastrophe.

11.4. **Notices**. Any notice or notification required or permitted to be provided pursuant to the terms and conditions of this Agreement (including any notice of force majeure, breach, termination, change of address, etc.) shall be in writing and shall be deemed given upon receipt if delivered personally or by facsimile transmission (receipt verified), five days after deposited in the mail if mailed by registered or certified mail (return receipt requested) postage prepaid, or on the next Business Day if sent by overnight delivery using a nationally recognized express courier service and specifying next Business Day delivery (receipt verified), to the Parties at the following addresses or facsimile numbers (or at such other address or facsimile number for a Party as shall be specified by like notice, provided, however, that notices of a change of address shall be effective only upon receipt thereof):

All correspondence to Pfizer shall be addressed as follows:

Pfizer Inc.
Notices: R&D Business Development
235 East 42nd Street
New York, NY 10017
Attn.: R&DBD Contract Notice

with a copy to:

Pfizer Inc.
Notices: Pfizer Legal Division
235 East 42nd Street
New York, NY 10017
Attn.: Chief Counsel, R&D
[***]

To help expedite Pfizer's awareness and response, copies of notices may be provided to Pfizer by email but must be supplemented by one of the following methods: (a) personal delivery, (b) first class certified mail with return receipt requested, or (c) next-day delivery by major international courier, with confirmation of delivery. Electronic copies may be sent via email to [***].

All correspondence to CytomX shall be addressed as follows:

CytomX Therapeutics, Inc.
650 Gateway Blvd., Suite 125
South San Francisco, CA 94080-7014
Attn: CEO

Fax: 1-650-351-0353

with a copy to:

Kenneth A. Clark
Wilson, Sonsini, Goodrich & Rosati LLP
650 Page Mill Road
Palo Alto, CA 94303
Fax: 1-650-493-6811

11.5. **Amendment**. No amendment, modification or supplement of any provision of this Agreement shall be valid or effective unless made in writing and signed by a duly authorized officer of each Party.

11.6. **Waiver**. No provision of this Agreement shall be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving Party. The waiver by either of the Parties of any breach of any provision hereof by the other Party shall not be construed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself.

11.7. **Severability**. If any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of

this Agreement, as it is the intent of the Parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed substituted therefor such provision as will most nearly carry out the intent of the Parties as expressed in this Agreement to the fullest extent permitted by Applicable Law.

11.8. **Descriptive Headings**. The descriptive headings of this Agreement are for convenience only and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

11.9. **Dispute Resolution**. If any dispute or disagreement arises between Pfizer and CytomX in respect of this Agreement, they shall follow the following procedures in an attempt to resolve the dispute or disagreement:

11.9.1. The Party claiming that such a dispute exists shall give notice in writing (a "**Notice of Dispute**") to the other Party of the nature of the dispute.

11.9.2. Within fourteen (14) days of receipt of a Notice of Dispute, the Pfizer Alliance Manager and the CytomX Alliance Manager shall meet in person or by teleconference and exchange written summaries reflecting, in reasonable detail, the nature and extent of the dispute, and at this meeting they shall use their reasonable endeavors to resolve the dispute.

11.9.3. If the Alliance Managers are unable to resolve the dispute during the meeting described in Section 11.9.2 or if for any reason such meeting does not take place within the period specified in Section 11.9.2, then the dispute will be referred to the JRC which shall meet no later than forty-five (45) days following the initial receipt of the Notice of Dispute and use reasonable endeavors to resolve the dispute.

11.9.4. If the JRC is unable to resolve the dispute during the meeting described in Section 11.9.3 or if for any reason such meeting does not take place within the period specified in Section 11.9.3, then the Senior Vice President and Chief Scientific Officer, Oncology Research Unit, of Pfizer and the Chief Executive Officer of CytomX shall meet at a mutually agreed-upon time and location for the purpose of resolving such dispute.

11.9.5. If, within a further period of thirty (30) days, or if in any event within ninety (90) days of initial receipt of the Notice of Dispute, the dispute has not been resolved, or if, for any reason, the meeting described in Section 11.9.4 has not been held within ninety (90) days of initial receipt of the Notice of Dispute, then the Parties agree that either Party may initiate litigation to resolve the dispute.

11.9.6. Notwithstanding any provision of this Agreement to the contrary, either Party may immediately initiate litigation in any court of competent jurisdiction seeking any remedy at law or in equity, including the issuance of a preliminary, temporary or permanent injunction, to preserve or enforce its rights under this Agreement. The provisions of this Section 11.9 will survive for five (5) years from the date of termination or expiration of this Agreement.

11.10. **Governing Law**. This Agreement, and all claims arising under or in connection therewith, shall be governed by and interpreted in accordance with the substantive laws of the State of Delaware, without regard to conflict of law principles thereof.

11.11. **Consent to Jurisdiction**. Each Party to this Agreement, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction of the state courts of the State of Delaware or the United States District Court for the District of Delaware for the purpose of any and all actions, suits or proceedings arising in whole or in part out of, related to, based upon or in connection with this Agreement or the subject matter hereof, (b) hereby waives to the extent not prohibited by Applicable Law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such action brought in one of the above-named courts should be dismissed on grounds of forum non conveniens, should be transferred to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other proceeding in any other court other than one of the above-named courts, or that this Agreement or the subject matter hereof may not be enforced in or by such court, and (c) hereby agrees not to commence any such action other than before one of the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise.

11.12. **Entire Agreement**. This Agreement, including its Exhibits and Schedules, constitutes and contains the complete, final and exclusive understanding and agreement of the Parties and cancels and supersedes any and all prior negotiations, correspondence, understandings and agreements, whether oral or written, between the Parties respecting the subject matter hereof and thereof, including the Confidentiality Agreement which is hereby terminated effective as of the Effective Date, provided that such Confidentiality Agreement will continue to govern the treatment of Confidential Information disclosed by the Parties prior to the Effective Date in accordance with its terms.

11.13. **Independent Contractors**. Both Parties are independent contractors under this Agreement. Nothing herein contained shall be deemed to create an employment, agency, joint venture or partnership relationship between the Parties hereto or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.

11.14. **Counterparts**. This Agreement may be executed in two counterparts, each of which shall be an original and both of which shall constitute together the same document. Counterparts may be signed and delivered by facsimile or PDF file, each of which shall be binding when received by the applicable Party.

11.15. **No Third Party Rights or Obligations**. No provision of this Agreement shall be deemed or construed in any way to result in the creation of any rights or obligation in any Person not a Party to this Agreement. However, Pfizer may decide, in its sole discretion, to use one or more of its Affiliates to perform its obligations and duties hereunder, provided that Pfizer shall remain liable hereunder for the performance by any such Affiliates of any such obligations.

[The remainder of this page has been intentionally left blank. The signature page follows.]

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

IN WITNESS WHEREOF, duly authorized representatives of the Parties have duly executed this Agreement to be effective as of the Effective Date.

PFIZER INC.	CYTOMX THERAPEUTICS, INC.
By: /s/ Mikael Dolsten	By: /s/ Sean McCarthy
Name: Mikael Dolsten	Name: Sean McCarthy
Title: Worldwide Research and Development	Title: CEO

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Exhibit 2.3.1
EGFR Research Plan

[***]†

† **Four pages of text have been omitted.**

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Attachment A to Schedule 2.3.1(a):
Certificate of Testing for Antibody Drug Conjugates

Lot Number (PF Number & Batch)	
Reagent Name	
PF sheet	<hyperlink>
Purpose of preparation	In vivo

Prepared from:

Antibody # & name	
Linker+Payload # & type	
Payload # & mechanism	

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Preparation Conditions:

Site of conjugation	
Antibody preparation for conjugation:	
Conjugation reaction conditions	
Formulation	PBS
Recommended Storage Conditions	4ºC
Material Use	For Research Use Only

Prepared by:

Submitter Name (Last, First)	
Date prepared	
Date purified	
Notebook & Page	

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Lot Number
Reagent Name

[***]†

† **Two pages of text have been omitted.**

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Schedule 1.51

EGFR

[***]†

† **Three pages of text have been omitted.**

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Schedule 1.54

EGFR Probody

[***]†

† **One page of text has been omitted.**

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Schedule 1.159
Tool Patent Rights

Title	CYTX Ref No.	CY	Serial No. / Issue No.	Filing / Issue Dates	Priority Dates	Status	Assignee	Pub No.	Pub Date
			[***]†						

† **One page of text has been omitted.**

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Schedule 6.2.1(d)
Countries for Filing National Phase Applications (Part A and Part B)

[***]†

† **One page of text has been omitted.**

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Schedule 7.3.1
Press Release

CytomX Announces Global Strategic Collaboration with Pfizer to Develop and Commercialize Multiple Probody™-Drug Conjugates in Oncology

CytomX Eligible to Receive Approximately $25 Million in Upfront and Pre-Clinical Milestone Payments, $610 Million in Regulatory and Sales Milestones, Plus Tiered Royalties on Sales

SOUTH SAN FRANCISCO – DATE XX, 2013 – CytomX Therapeutics, Inc., a biotechnology company developing a new generation of targeted antibody therapeutics, today announced that it has entered into a global strategic collaboration with Pfizer Inc. to develop and commercialize multiple Probody™-Drug Conjugates (PDCs). CytomX's novel Probody Platform brings to the collaboration a proprietary, highly differentiated approach to developing safer and more effective antibody-drug conjugates (ADCs). PDCs are engineered to combine cytotoxic agents with masked Probodies that remain inert in healthy tissue but are activated specifically in the tumor microenvironment, opening up new target space for this emerging therapeutic class.

"Combining our novel Probody Platform with Pfizer's broad capabilities in ADCs marks an important milestone for CytomX and underscores the potential of our Probody Platform to enable new generations of empowered antibodies," said Sean McCarthy, D.Phil., chief executive officer of CytomX. "Our innovative science is driving the development of groundbreaking Probodies and PDCs that have already demonstrated preclinical activity when selectively activated within the tumor microenvironment. We look forward to collaborating with Pfizer with the aim of researching and developing highly differentiated PDC products that have the potential to change the way cancer is treated."

Under the terms of the agreement, Pfizer has exclusive rights to pursue development and commercialization of select PDCs. The companies will work together on preclinical research and Pfizer will be responsible for development and potential commercialization of any selected PDCs. CytomX will be eligible to receive up-front and pre-clinical milestone payments totaling approximately $25 million and approximately $610 million in regulatory and sales milestone payments, as well as tiered royalties reaching double digits on potential future sales.

"This partnership is a great example of how Pfizer is seeking to innovate new capabilities in cutting-edge science and technology platforms with the aim of delivering safer, more effective cancer medicines to patients," said Robert T. Abraham, senior vice president and chief scientific officer, Pfizer's Oncology Research Unit. "Pfizer's investment in CytomX's emerging Probody Platform is an important component of our overall strategic focus to advancing the next generation of ADCs and reflects the disruptive potential of this approach."

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

About The CytomX Probody™ Platform

CytomX's novel Probody™ Platform is enabling the development of a diversified pipeline of next-generation empowered antibodies, including Probodies, Probody-Drug Conjugates (PDCs), bispecifics, and other formats, to address previously undruggable targets in cancer, inflammation, and other significant unmet medical needs. Probodies have the potential to expand the therapeutic window for targets where therapeutic intervention is expected to have a significant impact on the disease, but also where normal tissue expression patterns are too widespread to allow for adequate safety margins using conventional antibody approaches. CytomX's Probodies are fully recombinant masked antibodies that remain inert in healthy tissue but are activated specifically in the disease microenvironment. Probodies leverage dysregulated protease activity, a hallmark of many diseased states, to locally activate in the disease tissue thereby achieving unprecedented levels of tissue-specific targeting.

About CytomX

CytomX Therapeutics is a biotechnology company developing a new generation of highly targeted antibody therapeutics with the potential to transform lives with safer, more effective therapies. CytomX's Probody™ Platform offers a highly differentiated approach to discovering and developing empowered antibodies and is enabling the development of a diversified pipeline addressing previously undruggable targets in major unmet medical needs including cancer and inflammation. Probodies are masked antibodies that remain inert in healthy tissue but are activated specifically in the disease microenvironment. This improved selectivity allows CytomX to open a therapeutic window for high potential, but previously inaccessible targets, and to expand the therapeutic index of existing, validated targets, thereby redefining the landscape for therapeutic antibodies. CytomX is led by a seasoned and proven management team and is financed by leading life science investors including Third Rock Ventures, Canaan Partners and the Roche Venture Fund. For more information, please visit www.cytomx.com.

# # #

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Schedule 8.2.1
CytomX Third Party Agreements

Amended and Restated License Agreement between Regents of the University of California through its Santa Barbara Campus and CytomX Therapeutics, entered into on August 19, 2010

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Schedule 8.2.3
CytomX Patent Rights

Schedule 1.159 is incorporated herein as are the following patent rights:

Title	CYTX Ref No.	CY	Serial No. / Issue No.	Filing / Issue Dates	Priority Dates	Status	Assignee	Pub No.	Pub Date
			[***]†						

† **Two pages of text have been omitted.**

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Schedule 8.2.8
Government Funding Agreements

Federal Grant Nos. 1 U54 CA119335-01 and R43CA132498-01A1, awarded by the National Institutes of Health to University of California Santa Barbara

SBIR Grant No. 1R43C139790-01, awarded by the National Institutes of Health to CytomX Therapeutics

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Schedule 8.2.9
Agreements Limiting IP Rights

None

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Schedule 8.2.10
Disclosed Third Party Agreements

Amended and Restated License Agreement between Regents of the University of California through its Santa Barbara Campus and CytomX Therapeutics, entered into on August 19, 2010

*****Certain information contained herein has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**