

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5116996

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	LICENSE
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
INOTEK PHARMACEUTICALS CORPORATION	05/20/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GALERA THERAPEUTICS, LLC
<b>Street Address:</b>	4041 FOREST PARK AVE., SUITE 107
<b>City:</b>	ST. LOUIS
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63108
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15841586
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(314)259-2020
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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<b>ATTORNEY DOCKET NUMBER:</b>	GTH002.USC1 (2387376)
<b>NAME OF SUBMITTER:</b>	ABIGAIL COTTON
<b>SIGNATURE:</b>	/Abigail Cotton/
<b>DATE SIGNED:</b>	08/29/2018
<b>Total Attachments: 21</b>	
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## PROPERTY OWNERSHIP AND CROSS-LICENSE AGREEMENT

This Property Ownership and Cross-License Agreement (this "Agreement") is made and entered into on May 20, 2011, by and between Inotek Pharmaceuticals Corporation, a Delaware corporation with a principal place of business at 33 Hayden Avenue, Second Floor, Lexington, MA 02421 ("Inotek") and Galera Therapeutics, LLC, a Missouri limited liability company with a principal place of business located at 4041 Forest Park Avenue, St. Louis, MO 63108 ("Galera"). Inotek and Galera are each referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to that certain Bill of Sale and Sale Agreement by and among Inotek, Kereos, Activbiotics, Inc. and its wholly owned subsidiary Metaphore Pharmaceuticals, Inc. (together with Activbiotics, Inc., "Activbiotics"), dated effective March 26, 2008 (the "Sale Agreement"), Inotek and Kereos acquired the Purchased Assets (defined below) from Activbiotics;

WHEREAS, Kereos has assigned to Galera all rights and interests held by Kereos in and to the Purchased Assets pursuant to that certain Dismutase Mimetics Transfer Agreement dated May 22, 2009;

WHEREAS, Kereos has discharged the security interest it held over the Purchased Assets pursuant to that certain Dismutase Mimetics Transfer Agreement dated May 22, 2009 by way of a Security Discharge Notice dated August 4, 2010; and

WHEREAS, Inotek and Galera jointly and severally own the Purchased Assets and the Parties desire to set forth each Party's rights and obligations with respect to, among other things, the Purchased Assets.

NOW, THEREFORE, in consideration of the above premises and the mutual promises, covenants and conditions hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### 1. Definitions; Interpretation.

1.1. Definitions. For purposes of this Agreement, the following terms, whether used in the singular or the plural, shall have the following meanings:

(a) "Acquired Inventory" means all inventory and samples of Back-up Compound and Primary Compound, and any product that comprises, contains or is otherwise derived from a Back-up Compound or Primary Compound, which was purchased by Inotek and Kereos from Activbiotics pursuant to the Sale Agreement, regardless of where held. A list of the Acquired Inventory at the Effective Date of this Agreement is attached to this Agreement as Exhibit A.

(b) "Acquired Regulatory Filings" shall have the meaning given such term in Section 4(b).

(c) "Affiliate" means any entity which controls, is controlled by, or is under common control with a Party hereto. For purposes of this definition, "control" means (i) in the case of corporate entities, direct or indirect ownership of a majority of the stock or shares having the right to vote for the election of directors, and (ii) in the case of non-corporate entities, direct or indirect ownership of a majority of the equity interest with the power to direct the management and policies of such non-corporate entities. Following a Change of Control of a Party, unless otherwise mutually agreed, its Affiliates shall be limited to those Affiliates immediately prior to the effective date of such Change of Control. As an example, and not to limit the generality of the preceding sentence, if Galera were to be purchased by a Third Party, then the Third Party would not be deemed to be an Affiliate of Galera for purposes of this Agreement. For clarity, Kereos is not an Affiliate of Galera.

(d) "Back-up Compounds" means the library of 250 small molecules (including all quantities of inventory and samples relating thereto) purchased by Inotek and Kereos from Activbiotics pursuant to the Sale Agreement other than the Primary Compounds.

(e) "Bankruptcy Event" means the occurrence of any of the following: (a) a Party makes an assignment for the benefit of creditors; (b) a petition under any foreign, state or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a Party; (c) such a petition is filed with respect to a Party by any Third Party, or an application for a receiver is made by anyone with respect to a Party, and such petition or application is not resolved favorably within forty-five (45) days, or (d) a Party ceases doing business with the intention of liquidating and winding up its affairs.

(f) "Change of Control" means a transaction or series of transactions pursuant to which (i) a Party is merged into a Third Party; (ii) a majority of the equity interests of a Party are sold or otherwise transferred to a Third Party other than a financing transaction pursuant to which new equity is issued and the existing investors continue to hold the equity interests they held immediately prior to such equity financing; or (iii) substantially all of a Party's assets and business relating to the subject matter of this Agreement are transferred to a Third Party. A restructuring or recapitalization shall not be deemed to be a "Change of Control".

(g) "Commercialization" means any and all activities directed to the marketing of a Licensed Product after regulatory approval has been obtained (whether conducted before or after such regulatory approval), and shall include pre-launch and post-launch marketing, promoting, detailing, marketing research, distributing, and commercially selling a Licensed Product, importing, exporting or transporting a Licensed Product for commercial sale and all filings, submissions, agreements, dealings and other affairs with any Regulatory Authority (collectively, "Regulatory Affairs") with respect to the foregoing. When used as a verb, "Commercializing" means to engage in Commercialization and "Commercialize" and "Commercialized" shall have corresponding meanings.

(h) "Compounds" means collectively Primary Compounds and Back-Up Compounds each of which is a "Compound".

(i) "Confidential Information" shall have the meaning given it in Section 8.1(b).

(j) "Controlled" or "Controls", when used in reference to Intellectual Property Rights, means the legal authority or right of a person or entity to grant a license or sublicense of Intellectual Property Rights to another person or entity, or to disclose or provide Know-How to such other person or entity, without breaching the terms of any agreement with a Third Party.

(k) "Data Package" means, with respect to each Primary Compound or Back-up Compound: (i) all material information in a Party's control relating to such Compound, including all information regarding safety, efficacy, toxicity, or potential side effects, as well as all data collected from performing any pharmacokinetic, absorption, distribution, metabolism or excretion study, any toxicology studies, and any information resulting from or related to clinical trials, (ii) any material data and information in such Party's control relating to synthetic route, formulation, costs of goods, and any related Manufacturing information, and (iii) any documentation, regulatory filings, correspondence or other information not constituting attorney-client communication or work-product, or subject to a confidentiality agreement with any Third Party, in such Party's control that is related to existing or potential Patents respecting such Compound.

(l) "Development" means any and all activities related to research, preclinical and other non-clinical testing, test method development and stability testing, toxicology, formulation, process development, Manufacturing scale-up, qualification and validation, quality assurance/quality control,

clinical studies and post approval studies, including Manufacturing in support thereof, statistical analysis and report writing, the preparation and submission of Drug Approval Applications, Regulatory Affairs with respect to the foregoing and all other activities necessary or reasonably useful or otherwise requested or required by a Regulatory Authority as a condition or in support of obtaining or maintaining a regulatory approval, in each case with respect to a Primary Compound, Back-up Compound or a Licensed Product. When used as a verb, "Develop" means to engage in Development.

(m) "Effective Date" shall have the meaning given it in Section 11.1.

(n) "Galera" means Galera Therapeutics, LLC, a Missouri limited liability company, and its Affiliates. For clarity, Kereos is not an Affiliate of Galera.

(o) "Galera Exclusive Field" means treatment, prevention or imaging of acute and chronic oncology diseases and related conditions. For the avoidance of doubt, this includes complications arising from the treatment of oncologic disease.

(p) "Galera Inventions" shall mean any Inventions conceived, created or authored during the Term solely (as between the Parties) by Galera's or Kereos' employees, agents, contractors or Sublicensees, whether or not in conjunction with employees, agents or contractors of a Third Party.

(q) "Inotek" means Inotek Pharmaceuticals, Inc., a Delaware corporation, and its Affiliates.

(r) "Inotek Exclusive Field" means the treatment or prevention of acute and chronic ophthalmic diseases and conditions, in each case other than those also related to oncology diseases. (The Galera Exclusive Field and the Inotek Exclusive Field are each referred to herein individually as an "Exclusive Field" and collectively as the "Exclusive Fields.")

(s) "Inotek Inventions" shall mean any Invention conceived, created or authored during the Term solely (as between the Parties) by Inotek's employees, agents, contractors or Sublicensees, whether or not in conjunction with employees, agents or contractors of a Third Party.

(t) "Intellectual Property Rights" shall mean (i) all Patents and (ii) rights relating to the protection of Know-How and Confidential Information. "Intellectual Property Rights" shall not include any rights to copyrights, trade marks, trade names, or other distinctive brand names or logos, and applications and registrations thereof other than those acquired pursuant to the Sale Agreement.

(u) "Invention" means any discovery (whether patentable or not) conceived during the Term and potentially useful for the Development, Manufacture and/or Commercialization of a Primary Compound, Back-up Compound or Licensed Product. Notwithstanding the foregoing, "Invention" shall not include any discovery by a Party conceived in conjunction with a research program other than the Development, Manufacture and/or Commercialization of a Primary Compound, Back-up Compound or Licensed Product. In addition, "Invention" shall not include a New Compound. Following a Change of Control of a Party, either Party may notify the other Party that effective upon the date of such notice, all subsequent discoveries that would otherwise be "Inventions" under this Agreement shall no longer be deemed to be "Inventions"; provided, however, that such subsequent discoveries will continue to be Joint Inventions if invented or discovered jointly or by employee(s) or agent(s) of both Parties.

(v) "Joint Invention" means any Invention invented or discovered jointly by employee(s) or agent(s) of both Parties.

(w) "Joint Invention IP" shall mean all Intellectual Property Rights arising from a Joint Invention.

(x) "Know-How" means all compositions of matter, techniques and data and other know-how and technical information, including inventions (whether or not patentable), improvements and developments,

practices, methods, concepts, trade secrets, documents, apparatus, clinical and regulatory strategies, test data, analytical and quality control data, formulation, Manufacturing, patent data or descriptions, Development information, drawings, specifications, designs, plans, proposals and manuals, lab and clinical trial data, studies and results, lab notebooks relating thereto, contracts, permits, approvals, benefits, processes, protocols, compounds, products, methods, research and all rights arising therefrom or relating thereto.

(y) "Licensed Product(s)" means either (a) any product that comprises, contains or is otherwise derived from a Compound or (b) any product, the Manufacture, use, sale or importation of which in or into a particular country would infringe a Valid Claim, as determined on a Licensed Product-by-Licensed Product and country-by-country basis.

(z) "Manufacture" and "Manufacturing" means all activities related to the production, manufacture, processing, filling, finishing, packaging, labeling, shipping and storing of a Primary Compound, Back-up Compound or Licensed Product or any intermediate thereof, including process development, process qualification and validation, scale-up, pre-clinical, clinical and Commercial manufacture and analytic development, product characterization, stability testing, quality assurance and quality control.

(aa) "New Compound" means any compound that (i) is invented or discovered by a Party during the Term, and (ii) the Manufacture, use, sale or importation of the compound would infringe a Valid Claim other than a composition of matter claim included in any of the Purchased Patents, and that does not comprise, contain or is otherwise derived from a Primary Compound or Back-up Compound.

(bb) "Offeree" shall have the meaning given to it in Section 7.

(cc) "Offeror" shall have the meaning given to it in Section 7.

(dd) "Other Field" means a field other than the Exclusive Fields.

(ee) "Patents" means (i) all patents and patent applications and any patents issuing therefrom worldwide, (ii) any substitutions, divisions, continuations, continuations-in-part, reissues, renewals, registrations, confirmations, re-examinations, extensions, supplementary protection certificates, term extensions (under applicable patent law or other applicable law and regulation), certificates of invention and the like, and any provisional applications of any such patents or patent application, and (iii) any foreign or international equivalent of any of the foregoing.

(ff) "Primary Compounds" means the clinical stage drug candidates M40403 and M40419. With respect to the inventor or discoverer of a New Compound but not the other Party, "Primary Compound" shall also include a New Compound. For the avoidance of doubt, no license or other rights to a New Compound shall be accrued to the other, that is the non-inventing, Party.

(gg) "Purchased Assets" means the Purchased Know-How, the Purchased Patents, the Acquired Regulatory Filings, the Compounds, the Acquired Inventory and any other asset purchased by Inotek and Kereos from Activbiotics pursuant to the Sale Agreement.

(hh) "Purchased Patents" means the Patents purchased by Inotek and Kereos from Activbiotics pursuant to the Sale Agreement.

(ii) "Purchased Know-How" means the Know-How purchased by Inotek and Kereos from Activbiotics pursuant to the Sale Agreement.

(jj) "Regulatory Approval" means the technical, medical and scientific licenses, registrations, authorizations and approvals in the Territory, supplements and amendments, pre- and post- approvals,

pricing approvals and labeling approvals of the applicable Regulatory Authority necessary for the Commercial Manufacture, distribution, marketing, promotion, offer for sale, use, import, export and sale of a Licensed Product in a regulatory jurisdiction.

(kk) "Regulatory Authority" means any applicable supranational, federal, national, regional, state or local regulatory agency, department, bureau, commission, council or other government or quasi-governmental entity with authority over the Development, Manufacture, use, marketing and/or sale of a pharmaceutical product in any regulatory jurisdiction throughout the world, including the FDA in the United States and the EMEA in the Europe.

(ll) "ROFR Notice" shall have the meaning given to it in Section 7.

(mm) "Term" shall mean the term of this Agreement as determined pursuant to Section 11.1.

(nn) "Territory" means worldwide.

(oo) "Third Party" shall mean any person or entity that is not a Party.

(pp) "Valid Claim" means a claim of an issued and unexpired Purchased Patent that has not been held invalid or unenforceable by a court or other governmental agency of competent jurisdiction in a decision or order that is not subject to an appeal.

## 2. Licenses.

### 2.1. Exclusive Fields.

(a) To Inotek. Subject to the terms and conditions of this Agreement, Galera hereby grants to Inotek an exclusive (even as to Galera), royalty-free, fully paid-up, worldwide, transferable right and license, including the right to sublicense through multiple tiers, in all of Galera's interest in the Purchased Assets and Joint Invention IP, to Develop, Commercialize and Manufacture Primary Compounds, and to Develop, Commercialize and Manufacture Licensed Products based upon, comprising or derived therefrom, in each case solely in the Inotek Exclusive Field. For clarity, Galera retains no right to make, have made, use, sell, or have sold Licensed Products under the Purchased Patents and Joint Invention IP in the Inotek Exclusive Field.

(b) To Galera. Subject to the terms and conditions of this Agreement, Inotek hereby grants to Galera an exclusive (even as to Inotek), royalty-free, fully paid-up, worldwide, transferable right and license, including the right to sublicense through multiple tiers, in all of Inotek's interest in the Purchased Assets and Joint Invention IP, to Develop, Commercialize and Manufacture Primary Compounds, and to Develop, Commercialize and Manufacture Licensed Products based upon, comprising or derived therefrom, in each case solely in the Galera Exclusive Field. For clarity, Inotek retains no right to make, have made, use, sell, or have sold Licensed Products under the Purchased Patents and Joint Invention IP in the Galera Exclusive Field.

(c) Each Party shall have the sole and exclusive right (even as to each other) to exercise, utilize and enforce all rights and interests in and to the Purchased Assets and all Joint Invention IP in respect of such Party's Exclusive Field, including the right to license, sublicense, practice, sell, assign, transfer, pledge or encumber its rights and interests, without an accounting or obligation to, or consent required from, the other Party, subject only to the specific terms of this Agreement. Upon a Party's request, an authorized officer of the other Party shall certify the foregoing in writing to any Third Party.

(d) Neither Party shall Develop, Commercialize or Manufacture Compounds, or Licensed Products based upon, comprising or derived therefrom, or based upon, comprising or derived from such

Party's ownership interest in the Purchased Assets or Joint Invention IP outside of such Party's Exclusive Field except as set forth in this Agreement or otherwise agreed to by the Parties in writing.

## 2.2. Grant Back Licenses to Blocking IP.

(a) To Galera. Subject to the terms and conditions of this Agreement, including, without limitation, Section 3.2, in the event that Inotek now or hereafter owns or otherwise Controls any Patent or other Intellectual Property Right derived from the Purchased Assets that is reasonably necessary for Galera to Develop, Manufacture or Commercialize Compounds and Licensed Products based upon, comprising or derived therefrom, in each case, in the Galera Exclusive Field, Inotek hereby grants to Galera a non-exclusive, royalty-free, fully paid-up, worldwide, transferable license under such rights, with the right to grant sublicenses through multiple tiers, to Develop, Commercialize and Manufacture Compounds as permitted herein, and to Develop, Commercialize and Manufacture Licensed Products based upon, comprising or derived therefrom as permitted herein, in each case solely in the Galera Exclusive Field.

(b) To Inotek. Subject to the terms and conditions of this Agreement including, without limitation, Section 3.2, in the event that Galera now or hereafter owns or otherwise Controls any Patent or other Intellectual Property Right derived from the Purchased Assets that is reasonably necessary for Inotek to Develop, Manufacture or Commercialize Compounds and Licensed Products based upon, comprising or derived therefrom, in each case, in the Inotek Exclusive Field, Galera hereby grants to Inotek a non-exclusive, royalty-free, fully paid-up, worldwide, transferable license under such rights, with the right to grant sublicenses through multiple tiers, to Develop, Commercialize and Manufacture Compounds as permitted herein, and to Develop, Commercialize and Manufacture Licensed Products based upon, comprising or derived therefrom as permitted herein, in each case solely in the Inotek Exclusive Field.

## 2.3. Sublicensing.

(a) The licenses granted in Sections 2.1 and 2.2 include the right to grant sublicenses (through multiple tiers) to Third Parties (each such Third Party sublicensee, a "Sublicensee"), provided that the sublicensing Party (i.e., Galera or Inotek) shall remain responsible for the performance of its Sublicensees hereunder. A sublicensing Party shall provide the other Party with a copy of the sublicense agreement for its Sublicensees within ninety (90) days of execution, which copy may be redacted to exclude financial and other sensitive terms and shall be treated by the other Party as Confidential Information of such sublicensing Party hereunder.

(b) Each sublicense shall require the Sublicensee to: (i) indemnify each of the Parties in a manner at least to the same extent as is set out in Section 9.2; (ii) maintain insurance pursuant to procedures and limits to the same extent as is set out in Section 9.3; and (iii) be subject to the terms and conditions substantially in accordance with Sections 3.1(d), 4(a), 8, 10, 12 and 13. Upon written request, waiver or modification of any of the foregoing requirements by a Party shall not be unreasonably withheld or delayed.

(c) Each sublicense granted by a Party to any rights licensed to it hereunder shall terminate immediately upon the termination of the license from the other Party with respect to such rights, provided that such sublicensed rights shall not terminate if, as of the effective date of such termination by such other Party pursuant to Section 11, the applicable Sublicensee is not in material default of its obligations to the sublicensing Party under its sublicense agreement, and within thirty (30) days of such termination the Sublicensee agrees in writing to be bound directly to the other Party under a sublicense agreement substantially consistent with its sublicense agreement, substituting such other Party for the sublicensing Party.



### 3. Intellectual Property Rights; Ownership.

#### 3.1. Ownership.

(a) Purchased Assets. Subject to all of the terms and conditions of this Agreement, including all license grants and the restrictions set forth herein, and in the Assignment Agreement, dated April \_\_, 2011, by and between Galera and Inotek (the "Assignment Agreement"), each Party shall have an undivided, one-half (1/2) interest in the Purchased Assets, including all Intellectual Property Rights therein and the Acquired Regulatory Filings, with no duty to account to the other Party for any exploitation of Purchased Assets in a Party's Exclusive Field except as may otherwise be specifically set forth in this Agreement. Each Party shall provide the other Party with copies of any documentation relating to the Purchased Assets in a timely manner but in no event more than 60 days after receiving a written request for such documentation. The requesting Party shall pay the reasonable out of pocket costs incurred by the other Party in responding to such request.

(b) Acquired Inventory. Each Party shall have the right to one-half (1/2) of all Acquired Inventory. Each Party agrees to cooperate in good faith with the other Party in order to coordinate an orderly and equitable transfer of Acquired Inventory from Third Parties.

(c) Joint Inventions. Subject to the license grants set forth in Sections 2.1 and 2.2 and the Assignment Agreement, the Parties shall jointly own and each have an undivided, one-half (1/2) interest in any Joint Invention IP, and the respective rights of the Parties with respect to such Intellectual Property Rights shall be determined in accordance with United States patent law as it applies to issues of joint ownership of Patents. Inotek and Galera shall enter into such consents and other agreements as either Party may reasonably request to put into effect the foregoing joint ownership. Each of the Parties' interest in any such Joint Inventions, and any Joint Invention IP, shall be subject to all of the terms of this Agreement and be automatically deemed included in the rights granted to each of the Parties under this Agreement.

(d) Assignment. All employees, agents and contractors of each Party and its Sublicensees that are providing services in connection such Party's or Sublicensee's Development of Compounds or Licensed Products shall be under written obligation to assign any Inventions and related Intellectual Property Rights to the Party for whom they are employed or are providing services to the extent required by such Party to grant licenses to any Invention and any Patents claiming the same as required hereunder, unless otherwise mutually agreed to by the Parties in writing.

(e) Galera Inventions. Inotek acknowledges and agrees that, as between the Parties, Galera is and shall remain the sole and exclusive owner of, and Inotek does not own any right, title or interest in or to, the Galera Inventions, and that nothing herein shall be construed as granting Inotek, by implication, estoppel or otherwise, any license in or to any of the foregoing, except for the licenses granted in Sections 2.2 and 11.3(b).

(f) Inotek Inventions. Galera acknowledges and agrees that, as between the Parties, Inotek is and shall remain the sole and exclusive owner of, and Galera does not own any right, title or interest in or to, the Inotek Inventions, and that nothing herein shall be construed as granting Galera, by implication, estoppel or otherwise, any license in or to any of the foregoing, except for the licenses granted in Sections 2.2 and 11.3(b).

(g) No Other License. No license or right is granted under this Agreement, by implication or otherwise, to any Intellectual Property Right of a Party except as expressly set out herein.

### 3.2. Prosecution and Maintenance.

(a) Representatives. Each Party will elect a representative to coordinate with the other Party regarding the filing and prosecution of Purchased Patents and Patents arising from Joint Inventions.

(b) Jointly Controlled Prosecution and Maintenance. All Patents arising from Joint Inventions will be reviewed and approved by each Party prior to filing. Inotek and Galera will each pay one half of expenses for Patents owned jointly by the Parties.

Subject to the provisions of this Section 3.2(b), Inotek and Galera shall select one or more mutually agreeable outside counsel (collectively, "Outside Patent Counsel") to be responsible for the prosecution and maintenance of the Purchased Patents and Patents arising from Joint Invention IP.

(1) Cooperation. With respect to Purchased Patents and Patents arising from Joint Invention IP, the Parties shall cooperate and assist each other in the prosecution and maintenance of the same as set forth in this Section 3.2(b) and in Section 3.2(e).

(2) New Filings. As soon as one of the Parties (the "Proposing Party") determines that it wishes to file a Patent application with respect to the Purchased Patents or any Joint Invention IP, it shall promptly inform the other Party thereof. The Parties shall promptly discuss whether such new Patent application shall be filed. If the Parties jointly determine to file such Patent application, the Proposing Party shall promptly instruct the Outside Patent Counsel to draft a patent application in each Party's name and, if applicable, to make a preliminary determination of inventors, and scope of claims. The Proposing Party shall instruct the Outside Patent Counsel to provide to each Party a copy of such Patent application for review and comment by the Parties, and such Outside Patent Counsel shall be instructed to consider reasonably the comments of both Parties.

(3) Joint Control. The Parties shall jointly control and agree on all prosecution and maintenance activities with respect to Purchased Patents and Patents arising from Joint Invention IP. The Outside Patent Counsel shall be instructed to (i) keep the Parties informed as to the filing, and prosecution and maintenance of such Patents (including the issues of which countries to initiate or continue prosecution or validation, and the issues of the scope of, the issuance of, the rejection of, an interference involving, or an opposition to any such Patent application or resulting Patent), such that each Party has sufficient time to review and comment upon any documents intended for submission to any patent office; (ii) furnish to each Party a copy of the Patent application and copies of documents relevant to such prosecution and maintenance, including copies of correspondence with any patent office, foreign associates, and outside counsel; and (iii) reasonably consider and incorporate comments of the Parties on documents filed with any patent office. In addition, the Outside Patent Counsel shall provide the Parties with a report, no less frequently than once per calendar quarter (or as otherwise agreed by the Parties), listing all Purchased Patents and Patents arising from Joint Invention IP, identifying them by country and patent or application number, and briefly describing the status thereof.

(4) Costs. Subject to Sections 3.2(b), 3.2(c), and 3.2(d), unless otherwise agreed by the Parties in writing the Parties shall share equally all out-of-pocket costs of prosecuting and maintaining all Purchased Patents and any Patents arising from Joint Invention IP, and each Party shall pay to the Outside Patent Counsel directly such Party's 50% portion of such costs in a timely manner in accordance with the payment terms agreed to by the Parties and the Outside Patent Counsel. In the event that either Party materially breaches its obligations set forth in this Section 3.2(b)(4) (the "Non-Paying Party") with respect to any Purchased Patent(s) and any Patent(s) arising from Joint Invention IP, and such breach is not cured within forty five (45) days of the Non-Paying Party being provided with notice regarding such breach, the other Party may elect in its sole discretion to fulfill the Non-Paying Party's outstanding payment obligations with respect thereto, as may be agreed between such Party and the Outside Patent Counsel, and

the Non-Paying Party shall promptly assign to the other Party all of the Non-Paying Party's right, title and interest in and to any such Purchased Patent(s) or Patent(s) arising from Joint Invention IP regarding which the overdue and outstanding prosecution and maintenance fees are owed, whereupon such Purchased Patent(s) or Patent(s) arising from Joint Invention IP shall become solely owned by the other Party and shall not be subject to any license grants to the Non-Paying Party by the other Party hereunder or any other provision of this Agreement.

(5) Consultation. Each Party shall advise and consult with the other Party promptly after receiving notice of any substantial action or development in the prosecution of any Patent application it is responsible for jointly prosecuting and maintaining pursuant to this Section 3.2(b) (including the issues of which countries to initiate or continue prosecution or validation, and the issues of the scope of, the issuance of, the rejection of, an interference involving, or an opposition to any such Patent application or resulting Patent).

(6) Decline to File. In the event that either Party (a "Declining Party") decides not to participate in filing a new application for a Patent covered by Section 3.2(b)(2) requested to be filed by a Proposing Party, such Declining Party shall provide the Proposing Party with notice of this decision no more than thirty (30) days after the Proposing Party has filed a complete Patent application. In such event, the Proposing Party shall have the right to assume responsibility for the filing and/or further prosecution and maintenance of such Patent application and any Patent issuing thereon. In the event that the Proposing Party assumes responsibility for such filing, prosecution and maintenance, the Declining Party shall promptly transfer the responsibility for such filing, prosecution and maintenance of such Patent applications and Patents to counsel selected by the Proposing Party. The Declining Party shall assign to the Proposing Party all of the Declining Party's right, title and interest in and to any such Purchased Patent(s) or Patents arising from Joint Invention IP (including any right to claim priority thereto, including divisionals and continuations-in-part) in the relevant country or countries whereupon such Purchased Patent(s) or Patents arising from Joint Invention IP shall become solely owned by the Proposing Party and shall not be subject to any license grants to the Declining Party by the Proposing Party hereunder or any other provision of this Agreement.

(7) Decline to Prosecute. In the event that the Declining Party decides not to continue the prosecution or maintenance of a Patent application or Patent within Purchased Patents or Patents arising from Joint Invention IP in any country, such Declining Party shall provide the other Party (the "Continuing Party") with notice of this decision at least thirty (30) days prior to any pending lapse or abandonment thereof. In such event, the Continuing Party shall have the right to assume responsibility for the filing and/or further prosecution and maintenance of such Patent application and any Patent issuing thereon. In the event that the Continuing Party assumes responsibility for such filing, prosecution and maintenance, the Declining Party shall promptly transfer the responsibility for such filing, prosecution and maintenance of such Patent applications and Patents to counsel selected by the Continuing Party. The Declining Party shall assign to the Continuing Party all of the Declining Party's right, title and interest in and to any such Purchased Patent(s) or Patent(s) arising from Joint Invention IP (including any right to claim priority thereto, including divisionals and continuations-in-part) in the relevant country or countries whereupon such Purchased Patent(s) or Patent(s) arising from Joint Invention IP shall become solely owned by the Continuing Party and shall not be subject to any license grants to the Declining Party by the Continuing Party hereunder or any other provision of this Agreement.

(c) Galera Inventions. Subject to the other terms and conditions of this Agreement, Galera shall be responsible for, and shall bear all expense of, the preparation, prosecution (including any interferences, oppositions, reissue proceedings or reexaminations), and maintenance, as applicable, of all Patents arising from the Galera Inventions.

(d) Inotek Inventions. Subject to the other terms and conditions of this Agreement, Inotek shall be responsible for, and shall bear all expense of, the preparation, prosecution (including any interferences, oppositions, reissue proceedings or reexaminations), and maintenance, as applicable, of all Patents arising from the Inotek Inventions.

(e) Cooperation. The Parties shall reasonably consult and cooperate with and assist each other with respect to the activities contemplated in this Section 3.2, including (i) consulting with the other Party promptly after receiving any substantial action or development in the prosecution or maintenance of any Patent or Joint Invention IP covered by this Section 3.2, (ii) making scientists and scientific records reasonably available and (iii) making reasonably available its respective authorized attorneys, agents or representatives. In addition, each Party shall sign or use its best efforts to have signed and delivered all documents reasonably necessary in connection with the requirements of this Section 3.2.

### 3.3. Enforcement and Defense.

(a) Joint Patents & Purchased Patents. In the event that either Party becomes aware of a suspected infringement of any Purchased Patent or Joint Invention IP, such Party shall promptly notify the other Party, and following such notification, the Parties shall confer. The Parties shall jointly prosecute any such infringement, and shall share equally the expenses thereto, unless one Party elects in writing not to enforce, in which event the other Party shall have the right, but shall not be obligated, to prosecute an infringement action at its own expense, in its own name and entirely under its own direction and control. Notwithstanding the foregoing, in the event that a suspected infringement arises primarily with respect to a Party's Exclusive Field or primarily with respect to a Party's Licensed Product, such Party shall have the first right to prosecute an infringement action at its own expense, in its own name and entirely under its own direction and control. The non-enforcing Party shall reasonably assist the enforcing Party (at the enforcing Party's expense) in such actions or proceedings if so reasonably requested, and shall lend its name to such actions or proceedings if reasonably requested by the enforcing Party or required by law, and the enforcing Party shall have the right to name the non-enforcing Party as a party plaintiff if necessary for the prosecution of the infringement suit. The enforcing Party shall reimburse, indemnify and hold the non-enforcing Party harmless from any Third Party liability incurred by the non-enforcing Party arising out of any such proceedings or actions. The non-enforcing Party shall have the right to participate and be represented in any such suit by its own counsel at its own expense. No settlement of any such action or defense which restricts the scope or affects the enforceability of any Purchased Patent or Joint Invention IP may be entered into by the enforcing Party without the prior consent of the non-enforcing Party (such consent to not be unreasonably withheld, delayed or conditioned).

(b) Withdrawal. If either Party brings such an action or defends such a proceeding under this Section 3.3 and subsequently ceases to pursue or withdraws from such action or proceeding, it shall promptly notify the other Party in writing and in that event the other Party may substitute itself for the withdrawing Party under the terms of this Section 3.3 at its own expense.

(c) Damages. In the event the Parties jointly prosecute an infringement action as set forth in Section 3.3(a) and recover any damages or other sums in such action or proceeding or in settlement thereof, such damages or other sums recovered shall first be applied equally to all out-of-pocket costs and expenses incurred by the Parties in connection therewith (including attorneys fees, court costs and other expenses of litigation). If only one Party controls such action or proceeding and such recovery is

insufficient to cover all such costs and expenses of both Parties, the controlling Party's costs shall be paid in full first before any of the other Party's costs. If after such reimbursement any funds shall remain from such damages or other sums recovered, such funds shall be split equally between the Parties, or, if only one Party controls the action or proceeding, such remaining funds shall be retained by the Party that controlled the action or proceeding.

(d) Cooperation. With respect to the activities contemplated in this Section 3.3, the non-controlling Party shall provide reasonable assistance to and cooperation with the controlling Party, including providing access to relevant non-privileged documents and other evidence, and making its employees available for reasonable periods of time during business hours, provided that the controlling Party shall reimburse the non-controlling Party for any out-of-pocket costs and expenses incurred by the non-controlling Party to provide such reasonable assistance, which out-of-pocket costs and expenses shall be subject to the allocation of costs provided for in Section 3.3(a).

#### 4. Regulatory Responsibilities and Costs.

(a) Each Party shall have sole responsibility for, and shall bear the cost of preparing, all regulatory filings and related submissions with respect to Licensed Products in such Party's Exclusive Field, and each Party shall own all Regulatory Approvals and submissions in connection with its Exclusive Field. Each Party and authorized Sublicensees shall have a perpetual, royalty-free, irrevocable, worldwide right to use and reference the other Party's and the other Party's Sublicensee's Regulatory Approvals and all documentation in connection therewith within such Party's Exclusive Field with respect to Licensed Products, and any data included or referenced therein.

(b) Each Party shall have the right to reference the data included in any technical, medical and scientific licenses, registrations, authorizations and approvals included in the Purchased Assets, including the investigational new drug ("IND") applications filed by Activbiotics (collectively, "Acquired Regulatory Filings"); *provided, however*, that Inotek shall initially have physical control of the official version of such Acquired Regulatory Filings, though Galera shall have unfettered access to and the right to inspect and copy all such Acquired Regulatory Filings during normal business hours as often as Galera in its sole discretion deems necessary or appropriate, provided that such access shall not interfere with Inotek's business operations in any material way. While having physical control of the official version of such Acquired Regulatory Filings, Inotek shall (i) maintain such Acquired Regulatory Filings under reasonably appropriate controls and storage conditions, (ii) shall be responsible for any loss or destruction of such Acquired Regulatory Filings, (iii) shall store such Acquired Regulatory Filings in a manner and location that identifies such Acquired Regulatory Filings as being jointly owned by the Parties, and (iv) subject to applicable laws and regulations shall not allow such Acquired Regulatory Filings to be subject to any security interest filed by any Third Party against the assets of Inotek. Each Party may include such Acquired Regulatory Filings on its applicable property insurance. Costs of any property taxes and Third Party storage and archival costs applicable to such Acquired Regulatory Filings shall be shared equally by the Parties. In the event that either Party materially breaches its obligations set forth in this Section 4(b) (the "Non-Paying Party") with respect to any Acquired Regulatory Filing(s) and such breach is not cured within forty five (45) days of the Non-Paying Party being provided with notice regarding such breach, the other Party may elect in its sole discretion to fulfill the Non-Paying Party's outstanding payment obligations with respect thereto, and the Non-Paying Party shall promptly assign to the other Party all of the Non-Paying Party's right, title and interest in and to any such Acquired Regulatory Filing(s) regarding which the overdue and outstanding monies are owed, whereupon any such Acquired Regulatory Filing(s) become solely owned by the other Party and shall not be subject to any license grants to the Non-Paying Party by the other Party hereunder or any other provision of this Agreement. Galera may file a UCC financing statement indicating its ownership interest in such Acquired Regulatory Filings. Inotek represents and warrants to Galera that the Acquired Regulatory Filings are not the subject of any security interest filed by any Third Party against the assets of Inotek. Unless otherwise agreed to by the Parties in

writing, such Acquired Regulatory Filings shall be listed and/or registered and maintained in the names of both Inotek and Galera.

(c) Notwithstanding the foregoing and subject to applicable laws and regulations, in the event that Inotek is subject to a Bankruptcy Event, or fails to comply with its obligations under Section 4(b), then Galera shall have the right, at its option, to require Inotek to promptly deliver the Acquired Regulatory Filings to Galera, or at Galera's election, to a nationally reputable escrow agent under terms to be mutually agreed by the parties. In the event of such transfer of the Acquired Regulatory Filings to Galera, then the rights and obligations of the Parties with respect thereto shall be as set forth in Section 4(b) with Galera substituted for Inotek and Inotek substituted for Galera as applicable. Cost of shipment and cost of an escrow agent shall be shared equally by the Parties.

(d) All Acquired Regulatory Filings shall be treated as the Confidential Information of both Parties hereunder. Each Party agrees to cooperate in good faith with the other Party in connection with providing access to such other Party to data included in the Acquired Regulatory Filings.

#### 5. Acquired Inventory.

(a) Unless otherwise agreed by the Parties, the Parties shall jointly bear the costs and expenses incurred in the moving, storage, preservation, testing/analyzing, inspection and reconstitution of any Acquired Inventory. From the Effective Date of this Agreement the Parties shall jointly maintain a listing and accounting of the Acquired Inventory of each of the Primary Compounds and Back-up Compounds including disbursement to either Party or to Third Parties.

(b) Each Party shall each have the right to use in their Exclusive Field up to 50% of the unmodified Acquired Inventory of each of the Primary Compounds and Back-Up Compounds without consent of the other Party. In the event that a Party takes sole possession of 50% of the Acquired Inventory of a Primary Compound or Back-Up Compound, the other Party shall have no right to such Party's allocation of such Compound but shall assume full responsibility and control for the remainder of the Acquired Inventory of that Primary Compound or Back-up Compound. Physical control by one Party on behalf of the Parties jointly shall not constitute such sole possession.

(c) Either Party may elect to abandon their remaining interest in the Acquired Inventory of any of the Primary Compounds or Back-up Compounds, in which case the other Party may take sole possession and assume full control of the remaining Acquired Inventory of that Primary Compound or Back-up Compound.

(d) While having physical control on behalf of the Parties jointly of any Acquired Inventory, each Party shall (i) maintain such Acquired Inventory under reasonably appropriate controls and storage conditions, (ii) shall be responsible for any loss or destruction of such Acquired Inventory, (iii) shall store such Acquired inventory in a manner and location that identifies such Acquired inventory as being jointly owned by the Parties, (iv) shall represent and maintain such Acquired inventory as jointly owned by the Parties, and (v) shall not allow such Acquired Inventory to be subject to any security interest filed by any Third Party against the assets of the physically-controlling Party. Each Party may include such jointly held Acquired Inventory on its applicable property insurance. Costs of any property taxes and Third Party storage costs applicable to such jointly held Acquired Inventory shall be shared equally by the Parties. In the event that either Party materially breaches its obligations set forth in this Section 5(d) (the "Non-Paying Party") with respect to any Acquired Inventory and such breach is not cured within forty five (45) days of the Non-Paying Party being provided with notice regarding such breach, the other Party may elect in its sole discretion to fulfill the Non-Paying Party's outstanding payment obligations with respect thereto, and the Non-Paying Party shall promptly assign to the other Party all of the Non-Paying Party's right, title and interest in and to any such Acquired Inventory regarding which the overdue and outstanding monies are owed, whereupon any such Acquired Inventory become solely owned by the other

Party and shall not be subject to any license grants to the Non-Paying Party by the other Party hereunder or any other provision of this Agreement. Each Party may file a UCC financing statement indicating its ownership interest in such jointly held Acquired Inventory. Each Party represents and warrants to the other Party that the jointly held Acquired Inventory are not the subject of any security interest filed by any Third Party against the assets of the representing Party.

6. Quarterly Meetings; Research and Development Coordination. During the Term, Inotek and Galera, and other parties as may be mutually agreed upon by the Parties, shall meet (either in person or by teleconference or videoconference) at least once each calendar quarter to exchange information and findings obtained from their respective research and Development activities and to promote cooperation between the Parties hereto with respect to the Purchased Assets, including with respect to clinical and non-clinical studies and activities necessary or useful for the purpose of obtaining Regulatory Approval for Licensed Products. Following a Change of Control, either Party may elect to (i) limit the frequency of such information exchanges and (ii) limit the subject matter of such information exchanges to the protection of Purchased Asset Intellectual Property, regulatory matters and other administrative matters hereunder.

7. Right of First Refusal. In the event that, following a Bankruptcy Event with respect to a Party (the "Offeror"), such Offeror receives an offer from a Third Party ("ROFR Third Party") to purchase all or any portion of the Offeror's right, title or interest in the Purchased Assets, the Offeror shall provide the other Party (the "Offeree") with written notice setting (the "ROFR Notice") forth the material terms and conditions of such ROFR Third Party offer (including price and other terms of payment), whereupon Offeree shall have the right, but not an obligation, to acquire all of such right, title or interest, on the terms and conditions substantially similar to those specified in the ROFR Notice. To exercise its right of first refusal under this Section 7, the Offeree must (i) deliver written notice to the Offeror within fifteen (15) days after delivery of the ROFR Notice, and (ii) within forty-five (45) days following the Offeree's written notice the Offeror, enter into a definitive or otherwise binding agreement with the Offeror regarding such Purchased Assets on terms and conditions substantially similar to those specified in the ROFR Notice. Offeror shall negotiate in good faith to conclude such agreement within such forty-five (45) day period. If the Offeree shall fail to exercise its right of first refusal within such time periods set forth in the preceding sentence, then the Offeree shall be deemed to have forfeited any such right, and the Offeror shall be free to enter into an agreement with such ROFR Third Party with respect to the rights to such Purchased Assets, provided that the Offeror shall not enter into such agreement with the ROFR Third Party for such Purchased Assets if such agreement is on terms and conditions more favorable to such ROFR Third Party or for a different set of Purchased Assets than the terms and conditions set forth in the ROFR Notice, and in such case, such revised agreement will be reoffered to the Offeree pursuant to the terms set forth in this Section 7. Except as expressly provided in the preceding sentence, if the Offeree shall be deemed to have forfeited its rights under such Purchased Assets (as provided in the preceding sentence), the Offeror shall not be required to offer any other future opportunity to the Offeree for such Purchased Assets pursuant to this Section 7.

## 8. Confidentiality.

### 8.1. Limited Disclosure and Use.

(a) Obligations. Each of Inotek and Galera shall hold in confidence any Confidential Information disclosed by the other or otherwise obtained by such Party from the other as a result of or in connection with this Agreement, as well as Confidential Information obtained as part of the Purchased Assets or generated jointly, and each of Inotek and Galera shall protect the confidentiality thereof with the same degree of care that it exercises with respect to its own information of a like nature, but in no event less than reasonable care. Without the prior written consent of the disclosing Party, a receiving Party shall not

use, disclose, or distribute any Confidential Information, in whole or in part, except as required to perform such Party's obligations hereunder. Access to the disclosing Party's Confidential Information shall be restricted to (a) the receiving Party's employees and consultants who are required to have access to such Confidential Information in connection with the receiving Parties' performance of its obligations and exercise of its rights hereunder, (b) the receiving Party's professional advisers (e.g., lawyers and accountants), and (c) the actual and prospective Sublicensees, corporate partners, investors, contractors, and other Third Parties as reasonably necessary for the business purposes of such Party related to this Agreement; provided that such employees, consultants and other persons are bound by written agreements or, in the case of professional advisers, ethical duties, respecting the Confidential Information of the disclosing Party in the manner set forth in this Agreement.

(b) Definition. For purposes of this Agreement, "Confidential Information" shall mean (i) all tangible materials (including all biological materials), (ii) all ideas and information of any kind, whether in written, oral, graphical, machine-readable or other form, whether or not marked or identified as confidential or proprietary, which are transferred, disclosed or made available by either Party to the other, and (iii) other information designated as "Confidential Information" pursuant to this Agreement.

8.2. Exceptions. The obligations of Section 8.1(a) shall not apply to any portion of the Confidential Information of the disclosing Party which the receiving Party can demonstrate by legally sufficient evidence: (i) now or hereafter, through no act or failure to act on the part of the receiving Party, is or becomes generally available to the public; (ii) is known to the receiving Party at the time of receiving such Confidential Information without an obligation of confidentiality; (iii) is hereafter furnished to the receiving Party by a Third Party as a matter of right without restriction on use or disclosure; or (iv) is independently Developed by the receiving Party without use of any such Confidential Information, so long as such receiving Party can prove the same by clear and convincing evidence. In addition, each receiving Party may disclose such Confidential Information to the extent such disclosure is reasonably necessary to protect Intellectual Property Rights, to prosecute or defend litigation, to comply with applicable law or regulation, to obtain regulatory approvals, to respond to a valid order of a court or other governmental body or any political subdivision thereof, to exercise the license rights set forth in Sections 2.1 and 2.2 (as applicable) or to conduct preclinical, clinical trials or receive regulatory approvals, provided that, other than with respect to disclosure for protecting or using as permitted hereunder Intellectual Property Rights, the receiving Party shall use reasonable efforts to secure confidential treatment of such Confidential Information required to be disclosed.

8.3. Use of Name. Terms of the Agreement. Except as required by applicable law or regulation, neither Party shall use the name of the other Party in any publicity or advertising without the prior written approval of the other Party, except that either Party may disclose that they have entered into this Agreement. Except as may be required by applicable law or regulation, neither Party shall disclose any terms or conditions of this Agreement without the prior written consent of the other, provided that either Party may disclose them to any Third Party with whom such Party has entered into or proposes to enter into a business relationship (including any transaction that would result in a permitted transfer in accordance with the terms and conditions of Section 13.2), provided any such Third Party is informed of the confidentiality restrictions herein with respect to such terms and conditions and agrees in writing to maintain them in confidence.

8.4. Termination. Each Party shall, upon termination of this Agreement, immediately discontinue use of the other's Confidential Information. Within a reasonable time after termination of this Agreement, but in no event later than thirty (30) days thereafter, all materials containing such Confidential Information shall be returned by the receiving Party or destroyed with the disclosing Party's prior written consent, provided that (i) each Party may retain copies of Confidential Information in which the Party has



a proprietary or licensed interest that survives termination, and (ii) if destroyed rather than returned, an officer of the receiving Party certifies such destruction in writing upon request.

8.5. Survival. The obligations set forth in this Section shall survive any termination or expiration of this Agreement for a period of five (5) years.

## 9. Representations & Warranties; Indemnification; Insurance.

9.1. Representations and Warranties. Each Party hereby represents and warrants to the other Party, as of the Effective Date, that: (i) this Agreement has been duly executed and delivered by such Party and constitutes the valid and binding obligation of such Party, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general equitable principles; (ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of such Party, its officers and directors; and (iii) no provision of this Agreement violates any other agreement that such Party may have with any Third Party. In addition, (i) Galera hereby represents and warrants to Inotek, as of the Effective Date, that Galera has acquired from Kereos all of Kereos' right, title and interest to the Purchased Assets, including with respect to any Intellectual Property Rights related thereto, as existed as of the effective date of the Sale Agreement and (ii) Galera further represents and warrants to Inotek, as of the Effective Date that the Kereos security interest held against the Acquired Assets pursuant to that certain Dismutase Mimetics Transfer Agreement dated May 22, 2009 has been discharged.

### 9.2. Indemnification.

(a) Claims. Each Party shall reimburse, indemnify, defend and hold harmless the other Party, and its officers, directors, shareholders, employees, agents, predecessors, successors and assigns, including Kereos, against all actions, losses, claims, demands, damages, costs and liabilities (including reasonable attorneys' and professionals' fees) arising from any Third Party claim resulting from (i) (x) the negligence, recklessness or willful misconduct by the indemnifying Party's employees, agents or Sublicensees, or (y) a breach by the indemnifying Party of any of its covenants, representations or warranties set forth in this Agreement, but, in each case, only to the extent that any such matter so indemnified is not attributable to the negligence, recklessness or willful misconduct of the indemnified Party's employees or agents; and (ii) the Development, Manufacture or Commercialization of a Licensed Product by such Party or its Sublicensees, including, but not limited to, product liability claims and claims of infringement of intellectual property rights.

(b) Procedure. Each Party agrees to give the other Party prompt written notice of any claims made for which the other Party might be liable under Section 9.2(a). The indemnifying Party shall defend such claims; provided, however, that the indemnified Party shall be entitled to participate in the defense of such matter and to employ at its expense counsel to assist therein. The indemnified Party shall provide the indemnifying Party with such information and assistance as the indemnifying Party may reasonably request, at the expense of the indemnifying Party.

### 9.3. Insurance.

(a) Product Liability. Upon the commencement of human clinical trials of a Licensed Product by a Party or its agents, contractors or Sublicensees and continuing during the Term, such Party shall obtain, keep and maintain in force at all times, at such Party's sole cost and expense, with financially sound companies reasonably acceptable to the other Party, a product liability policy or policies of insurance, insuring each such Party against all liability, claims, losses and expenses arising out of or occurring as a

result of actual or alleged defects in the Licensed Product clinically tested, sold, used or otherwise distributed during the Term by such Party or such Party's agents or Sublicensees that concerns or is related to or arises out of the Purchased Assets, including the Primary Compounds and the Back-Up Compounds (the "Product Liability Insurance"). The Product Liability Insurance shall provide coverage of at least \$10,000,000 in the aggregate with respect to Phase I trials, \$10,000,000 with respect to Phase II trials, and a mutually agreed upon level of coverage with respect to Phase III trials and Commercialization, with a deductible not exceeding \$25,000. The other Party shall be named as an additional insured on the Product Liability Insurance, and it shall contain an endorsement requiring thirty (30) days prior notice to such other Party before the same may be terminated or canceled for any reason.

(b) General Commercial Liability. Each Party shall obtain, keep and maintain in force at all times during the Term, at each such Party's sole cost and expense, with financially sound companies reasonably acceptable to the other Party, a commercial general liability insurance policy (ISO Commercial General Liability Coverage), with a minimum \$1,000,000 combined single limit coverage, with a deductible not exceeding \$25,000, insuring against all liability of each such Party and its agents arising out of, or related to, each such Party's ownership and use of the Purchased Assets, and each such Party's rights and obligations under this Agreement, including contractual indemnity obligations.

(c) Proof of Coverage. Upon written request of a Party, the other Party shall provide reasonable proof of the aforesaid insurance coverage has been obtained and is in full force and effect.

## 10. DISCLAIMERS.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS CONTAINED IN SECTION 9.2 OR A BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS CONTAINED IN SECTION 8, UNDER NO CIRCUMSTANCES SHALL EITHER OF THE PARTIES BE ENTITLED TO RECOVER FROM THE OTHER ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF USE, LOSS OF PROFITS AND THE LIKE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER CAUSE OF ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

## 11. Term and Termination.

11.1 Term. This Agreement covers the relationship of the Parties from May , 2011 (the "Effective Date") through its termination as provided herein. Unless earlier terminated in accordance with Section 11.2, this Agreement shall continue in full force and effect, on Licensed Product-by-Licensed Product and country-by-country basis, from the Effective Date until the expiration of market exclusivity in respect of a Licensed Product in an applicable country. Subject to Section 11.2 below, the Term of the Agreement shall expire upon the expiration of all patents or other forms of market exclusivity in respect of all Licensed Products in all applicable countries.

11.2. Termination for Convenience. Either Party may terminate this Agreement for any reason upon six (6) months prior written notice to the other Party.

### 11.3. Effects of Termination or Expiration.

(a) In the event this Agreement expires pursuant to Section 11.1 hereof, the following Sections shall survive such expiration: 1.1, 2.2, 3.1, 3.2(c), 3.2(d), 4, 5, 8, 9, 10, 11.3, 12 and 13.

(b) In the event of a termination of this Agreement pursuant to Section 11.2:

(i) the terminating Party shall assign all of its right, title and interest in and to the Purchased Assets and Joint Inventions, including any Patents arising therefrom, to the other Party;

(ii) if such Termination is by Inotek, effective upon such termination, Inotek hereby grants Galera an exclusive, sublicensable, perpetual, irrevocable, royalty-free license to the Inotek Inventions to Manufacture Primary Compounds and Back-up Compounds, and to Develop, Commercialize and Manufacture Licensed Products based upon, comprising or derived therefrom,

(iii) if such Termination is by Galera, effective upon such termination, Galera hereby grants Inotek an exclusive, sublicensable, perpetual, irrevocable, royalty-free license to the Galera Inventions to Manufacture Primary Compounds and Back-up Compounds, and to Develop, Commercialize and Manufacture Licensed Products based upon, comprising or derived therefrom, and

(iv) the following Sections shall survive such termination: 1.1, 3.2(c), 3.2(d), 3.2(e), 4(a), 8, 9, 10, 11, 12 and 13.

(c) Any termination under this Agreement shall not affect the rights, duties, or obligations of the Parties under any other agreement existing between the Parties at the time of such termination.

(d) Any termination of licenses and rights of a Party under the provisions of this Article shall not affect that Party's licenses, rights and obligations with respect to any products or services sold prior to such termination and shall not affect the rights of any Third Party to whom such product or service was sold or transferred prior to such termination.

### 12. Governing Law; Dispute Resolution.

12.1. Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of Delaware, without regard to its conflicts of law provisions, provided that any dispute relating to the scope, validity, enforceability or infringement of any Intellectual Property Rights shall be governed by, and construed and enforced in accordance with, the substantive laws of the jurisdiction in which such Intellectual Property Rights apply.

12.2 Jurisdiction. For purposes of obtaining specific performance or injunctive relief only, the Parties hereby irrevocably consent to the exclusive jurisdiction and venue of any state or federal court sitting in Delaware, over any action or proceeding arising out of or relating to this Agreement or any agreement or document delivered in connection herewith or therewith, and agree that all claims in respect of such action or proceeding may be heard and determined in such state or federal court, and each of the Parties consents to the jurisdiction and venue of such court or courts and agrees that the service upon it of a summons and complaint by ordinary mail shall be sufficient for such court or courts to exercise personal jurisdiction over the Parties.

### 12.3. Dispute Resolution.

(a) Consultation. Except with respect to any matters that cannot be resolved without an adjudication of the rights and/or obligations of a Third Party (other than any indemnified Party with

respect to indemnification under Section 9.2(a)), in the event of any controversy or claim arising out of or relating to the legal rights and remedies of the Parties arising out of this Agreement, either Party may refer such dispute to the Chief Executive Officer of Inotek and the Chief Executive Officer of Galera, or their designee, who shall, as soon as practicable, attempt in good faith to resolve the controversy or claim.

(b) Arbitration. In the event the Parties' CEOs are not able to resolve such dispute within ninety (90) days, either Party may at any time after such ninety (90) day period submit such dispute to be finally settled by arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time of submission. The arbitration shall be heard and determined by three (3) arbitrators, each of whom shall practice law and be experienced in and knowledgeable with intellectual property matters. The arbitrators shall apply Delaware law to the dispute to the extent Federal intellectual property law does not apply. Galera and Inotek shall each appoint one arbitrator and the third arbitrator shall be selected by the two Party-appointed arbitrators, or, failing agreement within sixty (60) days following the date of receipt by the respondent of the claim, by the AAA. Such arbitration shall take place in New York, New York. The arbitration award so given shall be a non-appealable, final and binding determination of the dispute, and shall be fully enforceable in any court of competent jurisdiction. The arbitration award shall not include any damages expressly prohibited by Section 10.

(c) Arbitration Costs. Costs of arbitration are to be divided by the Parties in the following manner: Galera shall pay for the arbitrator it chooses, Inotek shall pay for the arbitrator it chooses, and the costs of the third arbitrator shall be divided equally between the Parties. All other costs, including reasonable attorneys fees and arbitration case fees, may be awarded in the discretion of the arbitrators. If no such award is made, the parties shall bear their own attorneys fees and shall split equally all other costs.

(d) Equitable Relief. Notwithstanding the dispute resolution process set forth in Section 12.3(a), in the event of an actual or threatened breach hereunder, the aggrieved Party may seek equitable relief (including restraining orders, specific performance or other injunctive relief) in a court of competent jurisdiction, subject to Section 13.2, without submitting to such dispute resolution process if there is a reasonable likelihood of the occurrence of irreparable harm during the period of the dispute resolution process.

(e) Tolling. The Parties agree that all applicable statutes of limitation and time-based defenses (such as estoppel and laches) shall be tolled while the dispute resolution process set forth in Section 12.3(a) is pending, and the Parties shall cooperate in taking any and all actions necessary to achieve such a result.

### 13. General.

13.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the Parties with respect to such subject matter, whether oral or written. The Parties acknowledge that they have negotiated this Agreement and that no construction of this Agreement shall arise against either of them in respect of responsibility for drafting this Agreement.

13.2. Benefit of Agreement; Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective legal representatives, successors and permitted assigns. Except as otherwise expressly provided hereunder, this Agreement, and any rights or obligations of the Parties hereto (including any license grants hereunder), may not be assigned, delegated (other than a sublicense permitted under Section 2.3) or otherwise transferred by either Party, by operation or law or otherwise,

without the prior written consent of the other Party, which approval shall not be unreasonably withheld or delayed; *provided, however*, that either Party may assign this Agreement in whole in connection with its merger or consolidation or the sale of all or substantially all of its assets that relate to this Agreement.

13.3. Cumulative Remedies. All rights and remedies of the Parties hereunder shall be cumulative and in addition to all other rights and remedies provided hereunder or available by agreement, at law or otherwise.

13.4. Waivers; Amendments; Supplements. Any waiver of a breach of any term or condition of this Agreement must be in writing and shall not operate as a waiver of any other or subsequent breach of such term or condition or of any other term or condition, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof. No amendment, supplement, modification, waiver or termination of any provision of this Agreement shall be binding unless contained in a writing executed by the Party to be bound thereby.

13.5. Notices. All notices, demands, requests, approvals, consents or other communications to be given or delivered under this Agreement shall be in writing and shall be deemed to have been given: (i) when delivered in person or by courier or confirmed facsimile; or (ii) upon confirmation of receipt when sent by certified mail, return receipt requested, as the case may be, to the noticed Party at the address set forth below, or such other address as a Party may specify by written notice to the other.

If to Inotek: Inotek Pharmaceuticals Corporation  
Attn: CEO  
33 Hayden Avenue, 2nd Floor  
Lexington, MA 02421  
Fax: 781 676 2155

If to Galera: Galera Therapeutics, LLC  
Attn: CEO  
4041 Forest Park Avenue  
St. Louis, MO 63108  
Fax: 314-633-1878

13.6. Severability. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permissible by law and the other provisions of this Agreement shall remain in full force and effect.

13.7. Independent Contractors. The Parties are independent contractors and are not, and shall not represent themselves as, principal and agent, partners or joint venturers. Neither Party shall attempt to act, or represent itself as having the power, to bind the other or create any obligation on behalf of the other.

13.8. Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by either Party are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101(56) of the Bankruptcy Code. The Parties agree that each Party, as a licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against either Party under the Bankruptcy Code, the other Party shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, and same, if not already in its possession, shall be promptly delivered to such other Party (i) upon any such commencement of a

bankruptcy proceeding upon written request therefore by such other Party, or (ii) if not delivered under (i) above, upon written request therefore by such other Party, in the event of the rejection of this Agreement by or on behalf of Party against whom Bankruptcy proceedings have been commenced.

13.9. Execution in Counterparts: Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same agreement. Facsimile execution and delivery of this Agreement by any of the Parties shall be legal, valid and binding execution and delivery of this Agreement for all purposes.

13.10. Further Assurances. Each Party agrees to do and perform all such further acts and things and shall execute and deliver such other agreements, certificates, instruments and documents necessary or that the other Party may deem advisable in order to carry out the intent and accomplish the purposes of this Agreement and to evidence, perfect or otherwise confirm its rights hereunder.

13.11. Interpretation. Whenever any provision of this Agreement uses the term “including” (or “includes”), such term shall be deemed to mean “including without limitation” (or “includes without limitations”). “Herein,” “hereby,” “hereunder,” “hereof” and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion of this Agreement in which any such word is used. All definitions set forth herein shall be deemed applicable whether the words defined are used herein in the singular or the plural. Unless otherwise provided, all references to Sections in this Agreement are to Sections of this Agreement. References to any Sections include Sections and subsections that are part of the related Section (e.g., a section numbered “Section 1.1” would be part of “Section 1”, and references to “Section 1.1” would also refer to material contained in the subsection described as “Section 1.1(a)”).

*[Signature Page Follows Next]*

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement under seal as of the date first written above.

**Inotek Pharmaceuticals Corporation**

**Galera Therapeutics, LLC**

By: Paul G. Howe

By: Robert Beardley

Name: PAUL G. HOWE

Name: Robert Beardley

Title: PRESIDENT & CEO

Title: Chair & CEO