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

FORM 20-F/A
(Amendment No. 1)

(Mark One)

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) or (g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2018

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☐ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission file number 001-36891

CELLECTIS S.A.
(Exact name of Registrant as specified in its charter and translation of Registrant's name into English)

France
(Jurisdiction of incorporation or organization)

Cellectis S.A.
8, rue de la Croix Jarry
75013 Paris, France
(Address of principal executive office)

Marie-Bleuenn Terrier
General Counsel
Cellectis S.A.
8, rue de la Croix Jarry
75013 Paris, France
Tel: +33 (0)1 81 69 16 00, Fax: +33 (0)1 81 69 16 06
E-mail: marie-bleuenn.terrier@cellectis.com
(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act.

Title of each class	Name of each exchange on which registered
American Depositary Shares, each representing one ordinary share, nominal value €0.05 per share	**Nasdaq Global Market**
Ordinary shares, nominal value €0.05 per share*	**Nasdaq Global Market***

* Not for trading, but only in connection with the registration of the American Depositary Shares.

Securities registered or to be registered pursuant to Section 12(g) of the Act.

None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act.

None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the Annual Report.

Ordinary shares, nominal value €0.05 per share: 42,430,069 as of December 31, 2018

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

If this report is an annual or transition report, indicate by check mark, if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☒

Note – Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Emerging Growth Company	☐

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 13 (a) of the Exchange Act. ☐

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐	International Financial Reporting Standards as issued by the International Accounting Standards Board ☒	Other ☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow: Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. ☐ Yes ☐ No

EXPLANATORY NOTE

Cellectis, S.A. (the "Company") hereby amends its Annual Report on Form 20-F for the fiscal year ended December 31, 2018 (the "Annual Report") through the filing of this Amendment No. 1 (this "Amendment") solely for the purpose of re-filing Exhibits 4.25 and 4.26 (together, the "Exhibits") in accordance with guidance published by the staff (the "Staff") of the Securities and Exchange Commission (the "SEC") relating to the filing of redacted material contracts without applying for confidential treatment of the redacted information (the "Staff Guidance"), as provided for in the SEC's Release No. 33-10618, which became effective on April 2, 2019, and the amendments to Form 20-F provided for therein (the "New CT Rules"). In accordance with the Staff Guidance, the Company has withdrawn its pending confidential treatment application with respect to the Exhibits and is, through the filing of this Amendment, re-filing the Exhibits in accordance with the requirements of the New CT Rules. The footnotes to the index of exhibits included in this Amendment have also been revised to distinguish exhibits that reflect omissions pursuant to confidential treatment orders previously granted by the Staff and omissions made in accordance with the New CT Rules.

Except for the revised Exhibits, this Amendment does not amend, update or restate any other items or sections of the Annual Report and does not reflect events occurring after the original filing date of the Annual Report.

In connection with the filing of this Amendment, the Company is including certifications of the Company's Chief Executive Officer and Chief Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

ITEM 19. EXHIBITS

The following exhibits are filed as part of this Annual Report:

Exhibit Number	Description of Exhibit	Schedule/ Form	File Number	Exhibit	File Date
1.1#	By-laws (*status*) of the registrant (English translation)	20-F	001-36891	1.1	March 12, 2019
2.1#	Form of Deposit Agreement	F-1	333-202205	4.1	March 10, 2015
2.2#	Form of American Depositary Receipt (included in Exhibit 2.1)	F-1	333-202205	Included in 4.1	March 10, 2015
4.1#	Patent License Agreement #C-00061901 between L'Institut Pasteur and Cellectis S.A., dated June 19, 2000 (English translation)	20-F	001-36891	4.1	March 12, 2019
4.1.1#	Amendment No. 1 to Patent License Agreement #C-00061901 between L'Institut Pasteur and Cellectis S.A., dated December 20, 2002 (English translation)	20-F	001-36891	4.1.1	March 12, 2019
4.1.2#	Amendment No. 2 to Patent License Agreement #C-00061901 between L'Institut Pasteur and Cellectis S.A., dated September 8, 2003 (English translation)	20-F	001-36891	4.1.2	March 12, 2019
4.1.3#	Amendment No. 3 to Patent License Agreement #C-00061901 between L'Institut Pasteur and Cellectis S.A., dated February 26, 2008	F-1	333-202205	10.1.3	March 12, 2015
4.1.4#	Amendment No. 4 to Patent License Agreement #C-00061901 between L'Institut Pasteur and Cellectis S.A., dated April 11, 2013 (English translation)	F-1	333-202205	10.1.4	March 12, 2015
4.2#	Patent License Agreement #C-00061906 between L'Institut Pasteur and Cellectis S.A., dated October 19, 2000 (English translation)	20-F	001-36891	4.2	March 12, 2019
4.2.1#	Amendment No. 1 to Patent License Agreement #C-00061906 between L'Institut Pasteur and Cellectis S.A., dated September 8, 2003 (English translation)	20-F	001-36891	4.2.1	March 12, 2019
4.2.2#	Amendment No. 2 to Patent License Agreement #C-00061906 between L'Institut Pasteur and Cellectis S.A., dated June 24, 2004 (English translation)	20-F	001-36891	4.2.2	March 12, 2019
4.2.3#	Amendment No. 3 to Patent License Agreement #C-00061906 between L'Institut Pasteur and Cellectis S.A., dated August 24, 2005 (English translation)	20-F	001-36891	4.2.3	March 12, 2019
4.2.4#	Amendment No. 4 to Patent License Agreement #C-00061906 between L'Institut Pasteur and Cellectis S.A., dated December 27, 2007 (English translation)	20-F	001-36891	4.2.4	March 12, 2019

Exhibit Number	Description of Exhibit	Schedule/ Form	File Number	Exhibit	File Date
4.3#	Patent License Agreement #C-00061905 between L'Institut Pasteur and Cellectis S.A., dated June 19, 2000 (English translation)	20-F	001-36891	4.3	March 12, 2019
4.3.1#	Amendment No. 1 to Patent License Agreement #C-00061905 between L'Institut Pasteur and Cellectis S.A., dated September 8, 2003 (English translation)	20-F	001-36891	4.3.1	March 12, 2019
4.4	[Reserved]				
4.4.1	[Reserved]				
4.5	[Reserved]				
4.5.1	[Reserved]				
4.6#*	Exclusive Patent License Agreement between Regents of the University of Minnesota and Cellectis S.A., dated January 10, 2011	F-1	333-202205	10.6	March 12, 2015
4.6.1#*	First Amendment to the Exclusive Patent License Agreement between Regents of the University of Minnesota and Cellectis S.A., dated May 24, 2012	F-1	333-202205	10.6.1	March 12, 2015
4.6.2#*	Second Amendment to the Exclusive Patent License Agreement between Regents of the University of Minnesota and Cellectis S.A., dated May 27, 2014	F-1	333-202205	10.6.2	March 12, 2015
4.6.3#*	Third Amendment to the Exclusive Patent License Agreement between Regents of the University of Minnesota and Cellectis S.A., dated December 16, 2015	20-F	001-36891	4.6.3	March 13, 2018
4.7#	Patent & Technology License Agreement between Ohio State Innovation Foundation and Cellectis S.A., dated October 23, 2014	20-F	001-36891	4.7	March 12, 2019
4.8#	Warrants Issue Agreement between Cellectis S.A. and Kepler Capital Markets SA, dated December 20, 2012 (English translation)	F-1	333-202205	10.8	March 10, 2015
4.8.1#	First Amendment to Warrants Issue Agreement between Cellectis S.A. and Kepler Capital Markets SA, dated June 6, 2013 (English translation)	F-1	333-202205	10.8.1	March 10, 2015
4.8.2#	Second Amendment to Warrants Issue Agreement between Cellectis S.A. and Kepler Capital Markets SA, dated October 7, 2013 (English translation)	F-1	333-202205	10.8.2	March 10, 2015
4.9#	Warrant Agreement between Cellectis S.A. and Trout Capital LLC, dated March 24, 2014	F-1	333-202205	10.9	March 10, 2015
4.10†#	Change of Control Plan, effective as of September 4, 2014 (English translation)	F-1	333-202205	10.10	March 10, 2015

Exhibit Number	Description of Exhibit	Schedule/ Form	File Number	Exhibit	File Date
4.11†#	Summary of BSA Plan	F-1	333-202205	10.11	March 10, 2015
4.12†#	Summary of BSPCE Plan	F-1	333-202205	10.12	March 10, 2015
4.13†#	2012 Free Share Plan	F-1	333-202205	10.13	March 10, 2015
4.14†#	2013 Free Share Plan	F-1	333-202205	10.14	March 10, 2015
4.15†#	2014 Free Share Plan	F-1	333-202205	10.15	March 10, 2015
4.16†#	2015 Free Share Plan	20-F	001-36891	4.16	March 21, 2016
4.17†#	2015 Stock Option Plan	20-F	001-36891	4.17	March 21, 2016
4.18†#	2016 Stock Option Plan	S-8	333-214884	99.1	December 2, 2016
4.19†#	2017 Stock Option Plan	S-8	333-222482	99.1	January 9, 2018
4.20†#	Summary of BSA Plan	S-8	333-222482	99.2	January 9, 2018
4.21†#	Free Share 2018 Plan	S-8 POS	333-222482	99.3	April 13, 2018
4.22†#	2018 Stock Option Plan	S-8	333-227717	99.1	October 5, 2018
4.23†#	Summary of BSA Plan	S-8	333-227717	99.2	October 5, 2018
4.24†#	Second Free Share 2018 Plan	S-8	333-227717	99.3	October 5, 2018
4.25**	License Agreement Between Allogene Therapeutics, Inc. and Cellectis S.A. dated March 8, 2019				Filed herewith
4.26**	License, Development and Commercialization Agreement between Les Laboratoires Servier and Cellectis S.A. dated March 6, 2019				Filed herewith
4.27#	Management Services Agreement between Cellectis S.A., Cellectis, Inc. and Calyxt, Inc. dated as of January 1, 2016	20-F	001-36891	4.27	March 12, 2019
4.28#	Management Services Agreement Amendment dated July 25, 2017 between Cellectis S.A. and Calyxt, Inc.	20-F	001-36891	4.28	March 12, 2019
4.29#	Separation Agreement dated July 25, 2017 between Cellectis S.A. and Calyxt, Inc.	20-F	001-36891	4.29	March 12, 2019
4.30#	Stockholders Agreement dated July 25, 2017 between Cellectis S.A. and Calyxt, Inc.	20-F	001-36891	4.30	March 12, 2019
4.31#	License Agreement dated July 25, 2017 between Cellectis S.A. and Calyxt, Inc.	20-F	001-36891	4.31	March 12, 2019

Exhibit Number	Description of Exhibit	Schedule/ Form	File Number	Exhibit	File Date
8.1#	List of subsidiaries of the registrant	20-F	001-36891	8.1	March 12, 2019
12.1	Certificate of Principal Executive Officer pursuant to Securities Exchange Act Rules 13a-14(a) and 15d-14(a) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				Filed herewith
12.2	Certification by the Principal Financial Officer pursuant to Securities Exchange Act Rules 13a-14(a) and 15d-14(a) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				Filed herewith
13.1#	Certification by the Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	20-F	001-36891	13.1	March 12, 2019
13.2#	Certification by the Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	20-F	001-36891	13.2	March 12, 2019
15.1#	Consent of Ernst & Young et Autres	20-F	001-36891	15.1	March 12, 2019

† Indicates a management contract or any compensatory plan, contract or arrangement.
# Indicates a document previously filed with the Commission.
* Confidential treatment has been granted with respect to certain portions of this exhibit (indicated by asterisks). Omitted portions have been filed separately with the Securities and Exchange Commission.
** Portions of this exhibit (indicated by asterisks) have been omitted in accordance with the rules of the Securities and Exchange Commission.

EXHIBIT INDEX

The following exhibits are filed as part of this Annual Report:

Exhibit Number	Description of Exhibit	Schedule/ Form	File Number	Exhibit	File Date
1.1#	By-laws (*status*) of the registrant (English translation)	20-F	001-36891	1.1	March 12, 2019
2.1#	Form of Deposit Agreement	F-1	333-202205	4.1	March 10, 2015
2.2#	Form of American Depositary Receipt (included in Exhibit 2.1)	F-1	333-202205	Included in 4.1	March 10, 2015
4.1#	Patent License Agreement #C-00061901 between L'Institut Pasteur and Cellectis S.A., dated June 19, 2000 (English translation)	20-F	001-36891	4.1	March 12, 2019
4.1.1#	Amendment No. 1 to Patent License Agreement #C-00061901 between L'Institut Pasteur and Cellectis S.A., dated December 20, 2002 (English translation)	20-F	001-36891	4.1.1	March 12, 2019
4.1.2#	Amendment No. 2 to Patent License Agreement #C-00061901 between L'Institut Pasteur and Cellectis S.A., dated September 8, 2003 (English translation)	20-F	001-36891	4.1.2	March 12, 2019
4.1.3#	Amendment No. 3 to Patent License Agreement #C-00061901 between L'Institut Pasteur and Cellectis S.A., dated February 26, 2008	F-1	333-202205	10.1.3	March 12, 2015
4.1.4#	Amendment No. 4 to Patent License Agreement #C-00061901 between L'Institut Pasteur and Cellectis S.A., dated April 11, 2013 (English translation)	F-1	333-202205	10.1.4	March 12, 2015
4.2#	Patent License Agreement #C-00061906 between L'Institut Pasteur and Cellectis S.A., dated October 19, 2000 (English translation)	20-F	001-36891	4.2	March 12, 2019
4.2.1#	Amendment No. 1 to Patent License Agreement #C-00061906 between L'Institut Pasteur and Cellectis S.A., dated September 8, 2003 (English translation)	20-F	001-36891	4.2.1	March 12, 2019
4.2.2#	Amendment No. 2 to Patent License Agreement #C-00061906 between L'Institut Pasteur and Cellectis S.A., dated June 24, 2004 (English translation)	20-F	001-36891	4.2.2	March 12, 2019
4.2.3#	Amendment No. 3 to Patent License Agreement #C-00061906 between L'Institut Pasteur and Cellectis S.A., dated August 24, 2005 (English translation)	20-F	001-36891	4.2.3	March 12, 2019
4.2.4#	Amendment No. 4 to Patent License Agreement #C-00061906 between L'Institut Pasteur and Cellectis S.A., dated December 27, 2007 (English translation)	20-F	001-36891	4.2.4	March 12, 2019

Exhibit Number	Description of Exhibit	Schedule/ Form	File Number	Exhibit	File Date
4.3#	Patent License Agreement #C-00061905 between L'Institut Pasteur and Cellectis S.A., dated June 19, 2000 (English translation)	20-F	001-36891	4.3	March 12, 2019
4.3.1#	Amendment No. 1 to Patent License Agreement #C-00061905 between L'Institut Pasteur and Cellectis S.A., dated September 8, 2003 (English translation)	20-F	001-36891	4.3.1	March 12, 2019
4.4	[Reserved]				
4.4.1	[Reserved]				
4.5	[Reserved]				
4.5.1	[Reserved]				
4.6#*	Exclusive Patent License Agreement between Regents of the University of Minnesota and Cellectis S.A., dated January 10, 2011	F-1	333-202205	10.6	March 12, 2015
4.6.1#*	First Amendment to the Exclusive Patent License Agreement between Regents of the University of Minnesota and Cellectis S.A., dated May 24, 2012	F-1	333-202205	10.6.1	March 12, 2015
4.6.2#*	Second Amendment to the Exclusive Patent License Agreement between Regents of the University of Minnesota and Cellectis S.A., dated May 27, 2014	F-1	333-202205	10.6.2	March 12, 2015
4.6.3#*	Third Amendment to the Exclusive Patent License Agreement between Regents of the University of Minnesota and Cellectis S.A., dated December 16, 2015	20-F	001-36891	4.6.3	March 13, 2018
4.7#	Patent & Technology License Agreement between Ohio State Innovation Foundation and Cellectis S.A., dated October 23, 2014	20-F	001-36891	4.7	March 12, 2019
4.8#	Warrants Issue Agreement between Cellectis S.A. and Kepler Capital Markets SA, dated December 20, 2012 (English translation)	F-1	333-202205	10.8	March 10, 2015
4.8.1#	First Amendment to Warrants Issue Agreement between Cellectis S.A. and Kepler Capital Markets SA, dated June 6, 2013 (English translation)	F-1	333-202205	10.8.1	March 10, 2015
4.8.2#	Second Amendment to Warrants Issue Agreement between Cellectis S.A. and Kepler Capital Markets SA, dated October 7, 2013 (English translation)	F-1	333-202205	10.8.2	March 10, 2015
4.9#	Warrant Agreement between Cellectis S.A. and Trout Capital LLC, dated March 24, 2014	F-1	333-202205	10.9	March 10, 2015
4.10†#	Change of Control Plan, effective as of September 4, 2014 (English translation)	F-1	333-202205	10.10	March 10, 2015

Exhibit Number	Description of Exhibit	Schedule/ Form	File Number	Exhibit	File Date
4.11†#	Summary of BSA Plan	F-1	333-202205	10.11	March 10, 2015
4.12†#	Summary of BSPCE Plan	F-1	333-202205	10.12	March 10, 2015
4.13†#	2012 Free Share Plan	F-1	333-202205	10.13	March 10, 2015
4.14†#	2013 Free Share Plan	F-1	333-202205	10.14	March 10, 2015
4.15†#	2014 Free Share Plan	F-1	333-202205	10.15	March 10, 2015
4.16†#	2015 Free Share Plan	20-F	001-36891	4.16	March 21, 2016
4.17†#	2015 Stock Option Plan	20-F	001-36891	4.17	March 21, 2016
4.18†#	2016 Stock Option Plan	S-8	333-214884	99.1	December 2, 2016
4.19†#	2017 Stock Option Plan	S-8	333-222482	99.1	January 9, 2018
4.20†#	Summary of BSA Plan	S-8	333-222482	99.2	January 9, 2018
4.21†#	Free Share 2018 Plan	S-8 POS	333-222482	99.3	April 13, 2018
4.22†#	2018 Stock Option Plan	S-8	333-227717	99.1	October 5, 2018
4.23†#	Summary of BSA Plan	S-8	333-227717	99.2	October 5, 2018
4.24†#	Second Free Share 2018 Plan	S-8	333-227717	99.3	October 5, 2018
4.25**	License Agreement Between Allogene Therapeutics, Inc. and Cellectis S.A. dated March 8, 2019				Filed herewith
4.26**	License, Development and Commercialization Agreement between Les Laboratoires Servier and Cellectis S.A. dated March 6, 2019				Filed herewith
4.27#	Management Services Agreement between Cellectis S.A., Cellectis, Inc. and Calyxt, Inc. dated as of January 1, 2016	20-F	001-36891	4.27	March 12, 2019
4.28#	Management Services Agreement Amendment dated July 25, 2017 between Cellectis S.A. and Calyxt, Inc.	20-F	001-36891	4.28	March 12, 2019
4.29#	Separation Agreement dated July 25, 2017 between Cellectis S.A. and Calyxt, Inc.	20-F	001-36891	4.29	March 12, 2019
4.30#	Stockholders Agreement dated July 25, 2017 between Cellectis S.A. and Calyxt, Inc.	20-F	001-36891	4.30	March 12, 2019
4.31#	License Agreement dated July 25, 2017 between Cellectis S.A. and Calyxt, Inc.	20-F	001-36891	4.31	March 12, 2019

Exhibit Number	Description of Exhibit	Schedule/ Form	File Number	Exhibit	File Date
8.1#	List of subsidiaries of the registrant	20-F	001-36891	8.1	March 12, 2019
12.1	Certificate of Principal Executive Officer pursuant to Securities Exchange Act Rules 13a-14(a) and 15d- 14(a) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				Filed herewith
12.2	Certification by the Principal Financial Officer pursuant to Securities Exchange Act Rules 13a-14(a) and 15d-14(a) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				Filed herewith
13.1#	Certification by the Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	20-F	001-36891	13.1	March 12, 2019
13.2#	Certification by the Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	20-F	001-36891	13.2	March 12, 2019
15.1#	Consent of Ernst & Young et Autres	20-F	001-36891	15.1	March 12, 2019

† Indicates a management contract or any compensatory plan, contract or arrangement.
# Indicates a document previously filed with the Commission.
* Confidential treatment has been granted with respect to certain portions of this exhibit (indicated by asterisks). Omitted portions have been filed separately with the Securities and Exchange Commission.
** Portions of this exhibit (indicated by asterisks) have been omitted in accordance with the rules of the Securities and Exchange Commission.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F/A and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

CELLECTIS S.A.

/s/ André Choulika
By: André Choulika
Title: Chairman and Chief Executive Officer

Date: April 25, 2019

CERTAIN CONFIDENTIAL PORTIONS HAVE BEEN REDACTED FROM THIS EXHIBIT BECAUSE THEY ARE BOTH (i) NOT MATERIAL AND (ii) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED. INFORMATION THAT HAS BEEN OMITTED HAS BEEN IDENTIFIED IN THIS DOCUMENT WITH A PLACEHOLDER IDENTIFIED BY THE MARK "[***]".

LICENSE AGREEMENT

This License Agreement (the "**Agreement**") is entered into as of March 8, 2019 (the "**Effective Date**"), by and among Allogene Therapeutics, Inc., a corporation organized and existing under the laws of the State of Delaware and having a place of business at 210 East Grand Avenue, South San Francisco, California, 94080 ("**Allogene**") and Cellectis SA, a corporation organized and existing under the laws of France and having a place of business at 8 rue de la Croix Jarry, 75013 Paris, France ("**Cellectis**"). Allogene and Cellectis may each be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Cellectis and Pfizer, Inc. ("**Pfizer**") entered into a Research Collaboration and License Agreement dated as of June 17, 2014, as amended on December 1, 2016 (the "**Research Collaboration and License Agreement**") pursuant to which Cellectis and Pfizer performed certain research services ("Research Plan Services") according to a defined program (the "Research Program") and a defined plan (the "Research Plan") in connection with a research collaboration during the period from June 18, 2014 to June 17, 2018 (the "Research Term"), and each of Cellectis and Pfizer granted to each other certain licenses and other rights to develop and commercialize specified CAR-T products.

WHEREAS, in connection with the sale by Pfizer to Allogene, of certain assets to which the Research Collaboration and License Agreement relates, Pfizer has assigned the Research Collaboration and License Agreement to Allogene effective as of April 6, 2018 (the "**Assignment**").

WHEREAS, as the Research Plan Services have been completed and the Research Term has expired (both under the Research Collaboration and License Agreement), Allogene and Cellectis have terminated the Research Collaboration and License Agreement.

WHEREAS, notwithstanding such termination, Allogene and Cellectis desire to execute this Agreement, to reflect the ongoing relationship between Cellectis and Allogene, pursuant to which each of Allogene and Cellectis will grant licenses and other rights to the other Party, including certain intellectual property rights that arose as a result of the Research Plan Services, in each case as further set forth 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 will have the meanings set forth in this Article 1. Any terms defined elsewhere in this Agreement will be given equal weight and importance as though set forth in Article 1.

1.1. "**Additional Third Party Licenses**" is defined in Section 5.2.2(b).

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 will 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" will 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.

1.3. "**Agreement**" is defined in the introduction to this Agreement.

1.4. "**Agreement CAR-T**" means any CAR-T utilizing the Cellectis Technology that is identified, created or developed Targeting an Allogene Target.

1.5. **"Alliance Manager"** is defined in Section 2.3.

1.6. "**Allogene CAR-T Developed IP**" **[*****]

1.7. "**Allogene Diligence Obligation**" is defined in Section 2.2.3.

1.8. "**Allogene Improvements**" **[*****]

1.9. "**Allogene Indemnified Party**" is defined in Section 10.3.

1.10. "**Allogene Know-How**" means any Know-How comprised in the Allogene Technology.

1.11. "**Allogene Licensed Product**" means any product containing an Agreement CAR-T that is claimed or covered by, or was made using or otherwise incorporates, any Licensed Cellectis Intellectual Property.

1.12. "**Allogene Patent Right**" means any Patent Right comprised in the Allogene Technology.

1.13. "**Allogene Target**" means each of the Targets listed on Schedule 1.13 of this Agreement.

1.14. **"Allogene Technology**" [***]

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

1.16. "**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.

1.17. "**Applicable Allogene Technology**" means any (a) Know-How Controlled by Allogene or its Affiliates that was invented, discovered or developed during the term of the Research Collaboration and License Agreement or the Term and in connection with Allogene's (or Pfizer's or its Affiliates', prior to the Assignment) or its Affiliates' activities under the Research Collaboration and License Agreement or this Agreement and (b) Patent Rights Controlled by Allogene or its Affiliates as of the date of termination of the Research Term, to the extent that such Patent Right claims any Know-How described in clause (a) above, to the extent that such Know-How and Patent Rights are necessary for the further development, manufacture and commercialization of Continuation Products.

1.18. "**Binding Obligation**" means, with respect to a Party (a) any oral or written agreement or arrangement that binds or 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 5.2.2(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 an Allogene 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. "**BLA**" means a Biologics License Application filed with the FDA in the United States with respect to a Licensed Product, as defined in Title 21 of the U.S. Code of Federal Regulations, Section 601.2 et. seq.

1.22. "**Business Day**" means a day other than a Saturday, a Sunday or a day that is a national holiday in the United States.

1.23. "**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.

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

1.25. "**CAR**" means a chimeric antigen receptor expressed from an experimentally validated Cellectis viral construct with specific molecular architecture and signaling domain sequences.

1.26. "**CAR-T**" means a population of T-cells with a unique set of experimentally validated biologic attributes expressing a CAR construct produced using Cellectis Technology.

1.27. **"Cellectis CAR-T Developed IP"** means Developed IP directed to the manufacture, composition or use of CAR-Ts Targeting a Cellectis Program Target.

1.28. "**Cellectis Improvement**" [***]

1.29. "**Cellectis Indemnified Party**" is defined in Section 10.2.

1.30. "**Cellectis Insolvency Event**" means the occurrence of any of the following: (a) a case is commenced by or against Cellectis under applicable bankruptcy, insolvency or similar laws, (b) Cellectis files for or is subject to the institution of bankruptcy, reorganization, liquidation, receivership or similar proceedings, (c) Cellectis assigns all or a substantial portion of its assets for the benefit of creditors, (d) a receiver or custodian is appointed for Cellectis' business, (e) a substantial portion of Cellectis' business is subject to attachment or similar process, (f) Cellectis suspends or threatens to suspend making payments with respect to all or any class of its debts or (g) anything analogous to any of the events described in the foregoing clauses (a) through (f) occurs under the laws of any applicable jurisdiction.

1.31. "**Cellectis Know-How**" means any Know-How comprised in the Cellectis Technology that was introduced into the Research Program by Cellectis pursuant to the applicable Research Plan under the Research Collaboration and License Agreement.

1.32. "**Cellectis Patent Right**" means any Patent Right comprised in the Cellectis Technology. The Cellectis Patent Rights existing as of June 17, 2014 include those set forth on Schedule 1.32 attached hereto.

1.33. "**Cellectis Product**" means any product incorporating a CAR-T Targeting a Cellectis Program Target which would infringe a Valid Claim of any Licensed Allogene Intellectual Property in the absence of the Licenses from Allogene pursuant to Section 4.2 or that is claimed or covered by, or was made using or otherwise incorporates, any Allogene Intellectual Property or Developed IP.

1.34. "**Cellectis Program Target**" means the Targets listed in Schedule 1.34.

1.35. "**Cellectis Technology**" [***]

1.36. "**Cellectis Third Party Agreement**" means any agreement between Cellectis and any Third Party under which Cellectis obtains rights in or to any Cellectis Licensed Intellectual Property.

1.37. "**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.

1.38. "**Combination Product**" means an Allogene Licensed Product containing an Agreement CAR-T and one or more other therapeutically active ingredients.

1.39. "**Commercialization**" or "**Commercialize**" means activities directed to marketing, promoting, distributing, importing, exporting, using for commercial purposes or selling or having sold an Allogene Licensed Product. Commercialization will not include any activities related to Manufacturing or Development.

1.40. "**Commercially Reasonable Efforts**" [***]

1.41. "**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 Research Collaboration and License 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 will be deemed to be the Confidential Information of each Party. Cellectis Improvements will be deemed to be the Confidential Information of Cellectis. Allogene Improvements will be deemed to be the Confidential Information of Allogene. Developed IP will be deemed to be the Confidential Information of each Party, except that Allogene CAR-T Developed IP is deemed to be the Confidential Information solely of Allogene, and Cellectis CAR-T Developed IP is deemed to be Confidential Information solely of Cellectis. For clarity, any Pfizer Confidential Information under the Research Collaboration and License Agreement shall be considered Allogene Confidential Information under this Agreement. Any Cellectis Confidential Information provided to Pfizer under the Research Collaboration and License Agreement shall be considered Cellectis Confidential Information under this Agreement.

1.42. "**Continuation Product**" is defined in Section 9.6.3(c).

1.43. "**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.

1.44. "**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.

1.45. "**Developed IP**" [***]

1.46. "**Development Milestone**" is defined in Section 5.1.1.

1.47. "**Development Milestone Payment**" is defined in Section 5.1.1.

1.48. "**Diligence Issue**" is defined in Section 2.2.4.

1.49. "**Disclosing Party**" is defined in Section 7.1.

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. "**Escalation Process**" is defined in Section 11.11.

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. "**Field**" means human oncologic therapeutic, diagnostic, prophylactic and prognostic purposes.

1.56. "**First Commercial Sale**" means, with respect to any Allogene Licensed Product and any country of the world, the first sale of such Allogene Licensed Product under this Agreement by Allogene, its Affiliates or its Sublicensees to a Third Party in such country, after such Allogene Licensed Product has been granted Regulatory Approval by the competent Regulatory Authorities in such country.

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

1.58. "**Generic Competition**" is defined in Section 5.2.2(a).

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

1.60. "**ICC**" is defined in Section 11.12.

1.61. "**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 an Allogene Licensed Product or Cellectis Product, as applicable, in human subjects, or an equivalent foreign filing.

1.62. "**Indemnified Party**" is defined in Section 10.4.1.

1.63. "**Indemnifying Party**" is defined in Section 10.4.1.

1.64. "**Joint Developed IP**" is defined in Section 6.1.1(c).

1.65. "**Joint Patent Right**" is defined in Section 6.2.1(d).

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

1.67. "**Law**" means any law, statute, rule, regulation, order, judgment or ordinance of any Governmental Authority.

1.68. "**Liability**" is defined in Section 10.2.

1.69. "**License**" is defined in Section 4.1.1.

1.70. "**Licensed Cellectis Intellectual Property**" means any and all intellectual property (including Patent Rights and Know-How) Controlled by Cellectis, including the Cellectis Technology, the Cellectis Improvements and Cellectis' interest in the Developed IP, for Allogene 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 Allogene Licensed Products.

1.71. "**Licensed Allogene Intellectual Property**" means any and all Allogene Technology, Allogene Improvement, and Allogene's interest in the Developed IP, for Cellectis 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 Cellectis Products.

1.72. "**Litigation Conditions**" is defined in Section 10.4.2.

1.73. "**MAA**" means an application with the EMA seeking Regulatory Approval of a Licensed Product in Europe using the EMA's centralized procedure.

1.74. "**Major EU Market Country**" means any of [***].

1.75. "**Major Market Country**" means any Major EU Market Country, [***].

1.76. "**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.

1.77. "**Marginal Royalty Rates**" is defined in Section 5.2.

1.78. [***]

1.79. "**Misuse**" means any use of Cellectis Confidential Information or Know-How by Allogene in violation of Allogene's non-use obligations pursuant to this Agreement or outside the scope of the licenses granted hereunder. For the avoidance of doubt, "Misuse" will not include Allogene's disclosure of Cellectis Confidential Information to any Third Party in violation of Article 7.

1.80. "**Misuse Allegation**" is defined in Section 11.11.

1.81. "**Most Advanced Targets**" is defined in Section 2.2.5.

1.82. "**Necessary**" is defined in Section 5.2.2(b).

1.83. "**Net Sales**" [***]

1.83.1. [***]

1.83.2. [***]

1.83.3. [***]

1.84. "**Non-Disclosing Party**" is defined in Section 7.3.2.

1.85. "**Notice of Dispute**" is defined in Section 11.10.1.

1.86. "**Other Cellectis Target**" means the Targets listed in Schedule 1.86.

1.87. **"Other Field"** means anti-tumor adoptive immunotherapy.

1.88. **"Other Products"** [***]

1.89. **"Other Territory"** means the United States of America together with any additional territories as amended from time to time by Cellectis at the written direction of Servier pursuant to the Servier Agreement.

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

1.91. "**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.

1.92. "**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.

1.93. "**Phase I Clinical Trial**" means a study of an Allogene 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. A so-called Phase I/II Clinical Trial will be deemed to be a Phase I Clinical Trial unless such study, when completed, allows Allogene to proceed directly to a Phase III Clinical Trial.

1.94. "**Phase II Clinical Trial**" means a study of an Allogene 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 Sates in 21 C.F.R. § 312.21(b), or its successor regulation, or the equivalent regulation in any other country.

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

1.96. "**PHS Act**" means the United States Public Health Service Act, as amended, and the rules and regulations promulgated thereunder.

1.97. "**Price Approval**" means, in any country where a Governmental Authority authorizes reimbursement for, or approves or determines pricing for, pharmaceutical products, receipt (or, if required to make such authorization, approval or determination effective, publication) of such reimbursement authorization or pricing approval or determination (as the case may be)

1.98. "**Receiving Party**" is defined in Section 7.1.

1.99. "**Regulatory Approval**" means all technical, medical and scientific licenses, registrations, authorizations and approvals (including approvals of BLAs, MAAs, supplements and amendments, pre- and post- approvals, pricing and Third Party reimbursement approvals, and labeling approvals) of any Regulatory Authority, necessary for the use, Development, Manufacture and Commercialization of a pharmaceutical product in a regulatory jurisdiction. For the sake of clarity, Regulatory Approval will not be achieved for an Allogene Licensed Product in a country until all applicable Price Approvals have also been obtained by Allogene, its Affiliates, sublicensees or distributors, where applicable, for such Allogene Licensed Product in such country.

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

1.101. "**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.

1.102. "**Representative**" is defined in Section 7.2.1.

1.103. "**Research Collaboration and License Agreement**" is defined in the introduction to this Agreement.

1.104. "**Research Plan"** is defined in the introduction of this Agreement.

1.105. **"Research Plan Services"** is defined in the introduction of this Agreement.

1.106. **"Research Program"** is defined in the introduction of this Agreement.

1.107. **"Research Term"** is defined in the introduction of this Agreement.

1.108. "**Royalty Term**" means, on an Allogene Licensed Product-by-Allogene Licensed Product and country-by-country basis, the period of time from the First Commercial Sale of such Allogene 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 Allogene hereunder, be infringed by the sale of such Allogene Licensed Product in such country; (ii) the loss of regulatory exclusivity for the Allogene Licensed Product in such country or (iii) the tenth (10th) anniversary of the date of the First Commercial Sale of such Allogene Licensed Product in such country, but in no event later than the twentieth (20th) anniversary of the date of the First Commercial Sale in any country.

1.109. "**Rules**" is defined in Section 11.12.

1.110. "**Sales Milestone**" is defined in Section 5.1.2.

1.111. "**Sales Milestone Payment**" is defined in Section 5.1.2.

1.112. "**Sales Threshold**" is defined in Section 5.1.2.

1.113. "**SEC**" means the United States Securities and Exchange Commission.

1.114. **"Servier"** means Les Laboratoires Servier, a corporation organized and existing under the laws of France and having a place of business located at 50 rue Carnot, 92150 Suresnes, France.

1.115. "**Servier Agreement**" means that certain Research, Product Development, Option, License and Commercialization Agreement by and between Servier and Cellectis dated February 7, 2014, as amended and terminated; and the License, Development, Option, and Commercialization Agreement by and between Servier and Cellectis dated March 6, 2019.

1.116. "**Sublicensee**" means any Person to whom Allogene grants or has granted, directly or indirectly, a sublicense of rights licensed by Cellectis to Allogene under this Agreement, in accordance with the provisions of this Agreement.

1.117. "**[***] Patent Rights**" means the Patent Rights set forth on Schedule 9.23 under the headings: CELLECTIS Patent Portfolio on [***], In-licensed Patent applications from [***], In-Licensed patent applications from [***], In-Licensed Patent applications from [***] and In-Licensed Patent Rights from [***]. The value attributed to the [***] Patent Rights corresponds to [***] of the total value of the Cellectis Technology.

1.118. "**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, and (b) any biological molecule substantially similar in amino acid or nucleic acid sequence that has substantially the same biological function as a molecule disclosed in clause (a), including any naturally occurring mutant or allelic variant of a molecule disclosed in clause (a), including naturally occurring variants, mutants, 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 similar to that of any biological molecules disclosed in clause (a) or clause (b).

1.119. "**Targeting**" means, when used to describe the relationship between a molecule and a Target, that the molecule (a) binds to the Target (or a portion thereof) and (b) is designed or being developed to exert its biological effect in whole or in part through binding to such Target (or such portion thereof).

1.120. "**Term**" is defined in Section 9.2.

1.121. "**Terminated Allogene Licensed Product**" is defined in Section 9.6.1(a).

1.122. "**Terminated Target**" is defined in Section 9.6.1.

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

1.124. "**Third Party**" means any Person other than Allogene, Cellectis or their respective Affiliates.

1.125. "**Third Party Claim**" is defined in Section 10.4.1.

1.126. "**Trademark**" means any trademark, trade dress, design, logo, slogan, house mark or name used in connection with the Commercialization of any Allogene Licensed Product by Allogene or its Affiliates or Sublicensees hereunder, including any registration or application for registration of any of the foregoing.

1.127. "**Useful**" is defined in Section 5.2.2(b).

1.128. "**Valid Claim**" means, with respect to a particular country, 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. An Allogene Licensed Product is "Covered" by a Valid Claim if its referenced activity by Allogene or its Sublicensees would, but for the licenses granted by Cellectis under this Agreement, infringe such Valid Claim.

1.129. **Construction**. Except where the context expressly requires otherwise, (a) the use of any gender herein will be deemed to encompass references to either or both genders, and the use of the singular will be deemed to include the plural (and vice versa), (b) the words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation," (c) the word "will" will 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 will 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 will be construed to include the Person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, will 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 will 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 will 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 will 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, will 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 will 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" will be interpreted in the inclusive sense commonly associated with the term "and/or."

2. EXCLUSIVITY AND DILIGENCE OBLIGATIONS.

2.1. **Exclusivity.** Subject to Sections 2.2.5, 4.1.2(e) and 4.5, during the Term of this Agreement, for each Allogene Target, neither Cellectis nor any of its Affiliates will (a) grant, or seek to grant, any right under any Cellectis Technology, Cellectis Improvements, Allogene Improvements licensed to Cellectis pursuant to Section 4.2.2 or Developed IP to any Third Party with respect to such Allogene Target or (b) use any Cellectis Technology, Cellectis Improvements, Allogene Improvements licensed to Cellectis pursuant to Section 4.2.2 or Developed IP to Develop (itself or through or with a Third Party) or Commercialize CAR-Ts Targeting such Allogene Target.

2.2. **Diligence.**

2.2.1. **Allogene Development Diligence**. Allogene will use Commercially Reasonable Efforts to Develop [***] for [***] during the Term. For avoidance of doubt, any actions taken by Allogene's Affiliates or Sublicensees under this Agreement will be treated as actions taken by Allogene in regard to satisfaction of the requirements of this Section 2.2.1.

2.2.2. **Commercial Diligence**. Allogene will use Commercially Reasonable Efforts to Commercialize [***] where Allogene has received Regulatory Approval for [***] in such country. Allogene will have no other diligence obligations with respect to the Commercialization of Allogene Licensed Products under this Agreement. For avoidance of doubt, any actions taken by Allogene's Affiliates or Sublicensees under this Agreement will be treated as actions taken by Allogene in regard to satisfaction of the requirements of this Section 2.2.2.

2.2.3. **Exceptions to Diligence Obligations**. Notwithstanding any provision of this Agreement to the contrary, Allogene will be relieved from and will have no

obligation to undertake any efforts with respect to any diligence obligation under each of the Allogene Targets pursuant to Section 2.2.1 or Section 2.2.2 (each, an "**Allogene Diligence Obligation**") in the event that:

(a) Allogene receives or generates any safety, tolerability or other data reasonably indicating or signaling, as measured by Allogene's safety and efficacy evaluation criteria and methodology, that such Allogene 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) Allogene receives any notice, information or correspondence from any applicable Regulatory Authority, or any applicable Regulatory Authority takes any action, that reasonably indicates that such Allogene Licensed Product is unlikely to receive Regulatory Approval; or

(c) the Allogene Diligence Obligation breach related to such Allogene Target is caused by the negligence, recklessness or intentional acts of Cellectis.

2.2.4. **Assertion of Diligence Obligation Claims**. If Cellectis is, becomes, or reasonably should be aware of facts that might form a reasonable basis that Allogene has failed to meet its Diligence Obligation then Cellectis will promptly notify Allogene in writing of such potential alleged performance failure (each such potential alleged performance failure, a "**Diligence Issue**"). Promptly upon Allogene's receipt of any notice of a Diligence Issue pursuant to this Section 2.2.4, the Allogene Alliance Manager and Cellectis Alliance Manager will meet to discuss the specific nature of such Diligence Issue and seek to identify an appropriate corrective course of action. If, no later than [***] after receipt of such a notice, (a) the Parties have not reached consensus regarding whether Allogene has failed to satisfy the Allogene 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 11.10. If Cellectis fails to notify Allogene of a Diligence Issue pursuant to this Section 2.2.4 within [***] after the date that Cellectis first discovers or reasonably should have discovered such Diligence Issue, then Allogene will be deemed to have satisfied its Diligence Obligations, with respect to such Diligence Issue.

2.2.5. **Remedies for Breach of Allogene Diligence Obligations**. Subject to Section 2.2.3(c), if Allogene materially breaches any Allogene Diligence Obligation and fails to remedy such breach within ninety (90) days of Allogene's receipt of notice of such breach from Cellectis, then, with respect [***] Allogene Targets, [***] will cease to be an Allogene Target and will become a Cellectis Program Target and with respect to any Allogene Targets other than [***], the applicable Allogene Target(s) will no longer be subject to the exclusivity provisions set forth in Section 2.1 above.

2.3. **Alliance Manager.** Each of the Parties will appoint a single individual to serve as that Party's alliance manager ("Alliance Manager"). The role of each Alliance Manager will be to facilitate the relationship between the Parties as established by this Agreement.

3. PRODUCT DEVELOPMENT, MANUFACTURING, COMMERCIALIZATION AND REGULATORY MATTERS.

3.1. **General**. As of and from the Effective Date, Allogene will have sole authority over and control of the Development, Manufacture and Commercialization of Allogene Licensed Products Targeting such Allogene Target.

3.2. **Regulatory Approvals**. Allogene or its designated Affiliate(s) will file, in its own name, all Regulatory Approval applications for Allogene Licensed Products Targeting such Allogene Target where Allogene, in its sole discretion, determines it is commercially advantageous to do so. Allogene, or its designated Affiliate(s), will 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 an Allogene Licensed Product once granted. Except to the extent necessary to fulfill its obligations under Section 2.2.1, neither Allogene nor any of its Affiliates will have any obligation to seek Regulatory Approval for any Allogene Licensed Product.

3.3. **Controlof Commercialization Activities**.

3.3.1. **General**. For each Allogene Target, Allogene will have sole and exclusive control over all matters relating to the Commercialization of Allogene Licensed Products Targeting such Allogene Target; and

3.3.2. **Trademarks**. Allogene will select and own all Trademarks used in connection with the Commercialization of any such Allogene Licensed Products, including all goodwill associated therewith. Neither Cellectis nor its Affiliates will use or seek to register, anywhere in the world, any trademarks which are confusingly similar to any Trademarks used by or on behalf of Allogene, its Affiliates or Sublicensees in connection with any Allogene Licensed Product. Nothing in this Section 3.3.2 will be construed to prevent Cellectis from granting Allogene any license or right in and to any trademark, trade dress, design, logo, slogan, house mark or name Controlled by Cellectis.

3.4. **Manufacturing**. Allogene will have the exclusive right (subject to Sections 2.2.4 and 4.5) to Manufacture Allogene Licensed Products Targeting such Allogene Target itself or through one or more Affiliates or Third Parties selected by Allogene. Allogene will have no diligence obligations with respect to the Manufacture of Allogene Licensed Products except to the extent necessary to fulfill the Allogene Diligence Obligations. Allogene will be responsible for 100% of the associated costs for the manufacturing of Allogene Licensed Products.

3.5. **Allogene Progress Reporting**. Commencing on the Effective Date and until delivery of the first royalty report pursuant to Section 5.4.2, Allogene will provide Cellectis with annual written reports on Allogene's activities to Develop and Commercialize Allogene Licensed Products Targeting such Allogene Target. Any information or written report provided by Allogene to Cellectis pursuant to this Section 3.5 will be deemed to be Allogene's Confidential Information subject to the provisions of Article 7.

3.6. **Right of First Refusal**.

In the event that Cellectis proposes to enter into any Third Party agreement related to the Development or Commercialization of any CAR Targeting a Cellectis Program Target (each a "**Cellectis Target Product**") in the Field, Cellectis will first provide Allogene with written notice of such proposal, including all material terms and conditions thereof (each a "**Cellectis Target Product Notice**"). For [***] following receipt of the Cellectis Target Product Notice, Allogene will have the option to purchase or license from Cellectis the Cellectis Target Product upon the terms and conditions set forth in the Cellectis Target Product Notice. In the event Allogene elects to purchase or license the Cellectis Target Product from Cellectis, Allogene will give written notice of its election to Cellectis within such [***] and the Parties will negotiate a mutually agreeable agreement for the purchase or license of the Cellectis Target Product within [***]; provided that the timeline for completing the agreement is not delayed by the actions or inactions of Cellectis. If Allogene does not elect to purchase or license the Cellectis Target Product, Cellectis may, within [***] following the expiration of the option right granted to Allogene, transfer or license the Cellectis Target Product to the proposed transferee or any other transferee, provided that this transfer will not be on terms and conditions more favorable to the transferee than those contained in the Cellectis Target Product Notice. In the event that Cellectis does not enter into the Third Party agreement to which the Cellectis Target Product Notice relates, this Section 3.6 will continue to apply with respect to the Cellectis Product Target. This Section 3.6 will be applicable to any potential Third Party agreement that Cellectis proposes entering into during the Term related to the Development or Commercialization of any CAR Targeting a Cellectis Program Target in the Field.

3.7. **Right of Negotiation**. In the event that Cellectis proposes to enter into any Third Party agreement related to the Development or Commercialization of any product Targeting an Other Cellectis Target, Cellectis will provide Allogene with written notice of such intent and will negotiate in good faith with Allogene regarding Allogene's purchase or license of such product Targeting an Other Cellectis Target.

4. LICENSES AND RELATED GRANTS OF RIGHTS.

4.1. **Grants to Allogene**.

4.1.1. **Exclusive License**. Subject to the terms and conditions of this Agreement, on an Allogene Target-by-Allogene Target basis, Cellectis hereby grants to Allogene and its Affiliates an exclusive (even as to Cellectis) license under the Licensed Cellectis Intellectual Property (excluding [***] Patent Rights), 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 Allogene Licensed Products in the Field in the Territory, with the right to sublicense as provided in Section 4.1.4 (the "**License**").

4.1.2. [***] **Patent Rights**.

(a) Subject to the terms and conditions of this Agreement on an Allogene Target-by-Allogene Target basis, Cellectis hereby grants to Allogene and its Affiliates the right to use the [***] engineered by Cellectis to Develop Allogene Licensed Products until the filing of an IND for each Allogene Licensed Product, in the Field.

(b) Subject to the terms and conditions of this Agreement on an Other Product-by-Other Product basis and effective as of October 30, 2015 (or such later date as such Other Product is included hereunder pursuant to the Servier Agreement), Cellectis hereby grants to Allogene and its Affiliates the right to use the [***] engineered by Cellectis pursuant to the Servier Agreement to Develop Other Products, and Cellectis shall further have the obligation to grant the rights set forth in this Section 4.l.2(b) to subcontractors as directed by Allogene pursuant to Section 4.l.5(b) herein, until the filing of an IND for each Other Product, in the Other Field.

(c) Subject to the terms and conditions of this Agreement, on an Allogene Target-by-Allogene Target basis and effective upon the filing of an IND for each individual Allogene Licensed Product developed under Section 4.1.2(a), Cellectis hereby grants to Allogene and its Affiliates an exclusive (even as to Cellectis) license under the [***] Patent Rights, 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 such Allogene Licensed Product in the Field in the Territory, with the right to sublicense as provided in Section 4.1.4. Notwithstanding the foregoing, Allogene hereby acknowledges and agrees that Cellectis shall have the right and obligation to grant licenses and rights to a Third Party as set forth in Section 4.1.5(b) and Allogene's license and other rights under the [***] Patent Rights shall be limited accordingly so long as any such agreement remains in effect with such Third Party. For the sake of clarity, the license granted to Allogene by Cellectis herein does not give Allogene the right [***].

(d) Subject to the terms and conditions of this Agreement, on an Other Product-by-Other Product basis and effective upon the filing of an IND for each individual Other Product developed under Section 4.1.2(b), Cellectis hereby grants to Allogene and its Affiliates an exclusive (even as to Cellectis) license under the [***] Patent Rights, 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 such Other Product in the Other Field in the Other Territory, and Cellectis shall further have the obligation to grant the licenses and rights set forth in this Section 4.1.2(d) to subcontractors as directed by Allogene pursuant to Section 4.1.5(b) herein. For the sake of clarity, the license granted to Allogene by Cellectis herein does not give Allogene the right [***].

(e) Pursuant to Section 4.1.2(e) of the Research Collaboration and License Agreement, Allogene consented to the license granted by Cellectis to Servier pursuant to the Servier Agreement. Further, the Parties acknowledged and agreed and hereby acknowledge and agree that any rights or licenses that have been granted to Servier at Allogene's request (including any expansions of such rights or licenses, pursuant to the Research Collaboration and License Agreement, that Allogene directs Cellectis in writing to grant to Servier), or that may hereafter be granted by Cellectis to Servier, a subcontractor as directed by Servier, or a Third Party at the request of Allogene, are rights or licenses that were provided to Allogene pursuant to the Research Collaboration and License Agreement or this Agreement, and therefore Cellectis has already received (or, in the future and in accordance with the terms of this Agreement, will have the right to receive) compensation that Cellectis and Allogene have determined is fair and equitable and that Cellectis shall therefore not have the right to any additional payments or compensation from Servier, Allogene or any other person or entity in connection with the foregoing. Without limiting the foregoing, the Parties also agreed and acknowledged that all consideration paid or to be paid, whether one-time payments, milestone payments, royalty payments or otherwise, to Cellectis under the Servier Agreement, the Research Collaboration and License Agreement, or this Agreement shall not be reduced or otherwise modified or amended because of the license granted to Servier or other parties as contemplated thereby.

4.1.3. **License to Cellectis Improvements**. Subject to the terms and conditions of this Agreement, Cellectis hereby grants to Allogene and its Affiliates a non-exclusive, worldwide, sublicensable, royalty-free, perpetual and irrevocable license under any Cellectis Improvements that were solely or jointly invented by the employees, agents or independent contractors of Allogene or its Affiliates 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 any products and processes.

4.1.4. **Right to Sublicense**. Allogene will have the right to grant sublicenses to its Affiliates and Third Parties of any and all licenses granted to Allogene under this Agreement by Cellectis, provided that (a) Allogene will be jointly and severally responsible with its Sublicensees to Cellectis for failure by its Sublicensees to comply with the terms and conditions of this Agreement; (b) each sublicense will include obligations on the Sublicensee that are consistent with the terms of this Agreement; and (c) Allogene will remain responsible for the payment to Cellectis of all Milestone Payments and royalties payable with respect to the activities and Net Sales of any Sublicensee.

4.1.5. **Direct License**

(a) **Direct license to Affiliates**. Allogene may at any time request and authorize Cellectis to grant licenses directly to Affiliates of Allogene by giving written notice designating to which Affiliate a direct license is to be granted. Upon receipt of any such notice, Cellectis will enter into and sign a separate direct license agreement with such designated Affiliate of Allogene. All such direct license agreements will 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 will not become binding between the parties thereto until such approval or registration is granted, which approval or registration will be obtained by Allogene. All costs of making such direct license agreement(s), including Cellectis' reasonable attorneys' fees, under this Section 4.1.5 will be borne by Allogene. Cellectis may provide a copy of any such license or similar agreements (and this Agreement) to any direct or indirect licensors to the extent required to comply with the terms of any license agreement to which Cellectis is a party from time to time.

(b) **Direct License to Third Parties.** Allogene may at any time request and authorize Cellectis to grant the rights and licenses set forth in Sections 4.1.2(a), 4.1.2(b), 4.1.2(c) and 4.1.2(d) of this Agreement directly to third parties by giving written notice designating to which Third Party such direct right or license is to be granted. Upon receipt of any such notice, Cellectis will enter into and sign a separate direct license or similar agreement with such designated Third Party, which, to the extent involving [***] Patent Rights licensed to Cellectis by Life Technologies Corporation, must include a license in respect of all of the [***] Patent Rights. All such

direct license or similar agreements will 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 or right will be exercised. Cellectis may provide a copy of any such license or similar agreements to any of its direct or indirect licensors to the extent required to comply with the terms of any license agreement to which Cellectis is a party from time to time. The parties further agree and acknowledge that no additional consideration would be due to Cellectis from Allogene or such Third Party in respect of the grant of any such license or similar right, and the grant of any such license or similar right shall limit Allogene's license and other rights accordingly so long as any such agreement remains in effect with such Third Party. The parties acknowledge and agree that any rights or licenses that may hereafter be granted by Cellectis at the request of Allogene as contemplated by the immediately preceding sentence are rights or licenses that were previously provided to Allogene pursuant to this Agreement in accordance with the broad collaboration and development activities contemplated by such agreement, and therefore Cellectis has already received (or, in the future and in accordance with the terms of this Agreement, will have the right to receive) compensation that Cellectis and Allogene have determined is fair and equitable and that Cellectis shall therefore not have the right to any additional payments or compensation from Allogene or any other person or entity in connection with the foregoing. The parties further agree to make any amendments to this Agreement that are necessary to conform the combined terms of such direct license or similar agreements and this Agreement to the terms of this Agreement. In countries where the validity of such direct license or similar agreements requires prior governmental approval or registration, such direct license or similar agreements will not become binding between the parties thereto until such approval or registration is granted, which approval or registration will be obtained by Allogene or the Third Party, as applicable.

4.1.6. **Right of Reference**. Cellectis hereby grants to Allogene a "Right of Reference," as that term is defined in 21 C.F.R. § 314.3(b), to any data Controlled by Cellectis or its Affiliates (a) that relates to the Licensed Cellectis Intellectual Property, the Agreement CAR-Ts, the Allogene Licensed Products or preclinical studies with respect to the Allogene Licensed Products and (b) that Allogene reasonably believes may be necessary or useful to the Development, Manufacturing or Commercialization of any Agreement CAR-T or any Allogene Licensed Product pursuant to this Agreement, and Cellectis will provide a signed statement to the foregoing effect, if so requested by Allogene in accordance with 21 C.F.R. § 314.50(g)(3).

4.1.7. **Technology Transfer Assistance to Allogene**. Cellectis will provide reasonable assistance, at no additional cost to Allogene, to affect the timely and

orderly transfer to Allogene of the Know-How included in the Licensed Cellectis Intellectual Property necessary for the Development, Manufacturing and Commercialization of Allogene Licensed Products pursuant to the License.

4.2. **Grants to Cellectis**.

4.2.1. **Non-Exclusive License**. Subject to the terms and conditions of this Agreement, Allogene hereby grants to Cellectis and its Affiliates a non-exclusive, worldwide, royalty-free, perpetual and irrevocable license under the Licensed Allogene Intellectual Property Controlled by Allogene solely 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 Cellectis Products Targeting Cellectis Program Targets. Cellectis will have the right to grant sublicenses of the foregoing license to Third Party collaborators only if Cellectis has entered into a written agreement with such Third Party collaborator (a) obtaining a covenant not to sue or (b) granting Allogene a non-exclusive, worldwide, royalty-free, perpetual and irrevocable license under improvements to the Cellectis Technology developed in the framework of the collaboration between Cellectis and such Third Party that are Controlled by such Third Party.

4.2.2. **License to Allogene Improvements**. Subject to the terms and conditions of this Agreement, Allogene hereby grants to Cellectis and its Affiliates a non-exclusive, worldwide, sublicensable, royalty-free, perpetual and irrevocable license under any Allogene Improvements that were solely or jointly invented by the employees, agents or independent contractors of Cellectis or its Affiliates 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 any products and processes.

4.2.3. **Technology Transfer Assistance to Cellectis**. Allogene will provide reasonable assistance, at no additional cost to Cellectis, to affect the timely and orderly transfer to Cellectis of the Know-How included in the Allogene Technology, Allogene Improvements, Developed IP solely owned by Allogene, and CAR-T Developed IP (if applicable) necessary for the Development, Manufacturing and Commercialization of Cellectis Products Targeting Cellectis Programs Targets pursuant to the License under Sections 4.2.1 and 4.2.2 above.

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 Article7:

4.3.1. Cellectis hereby grants to Allogene and its Affiliates a non-exclusive, irrevocable, perpetual, non-transferable, royalty-free, fully paid-up, worldwide license to use any and all Cellectis Know-How included in the Licensed Cellectis Intellectual Property and Cellectis Confidential Information disclosed to Allogene (or Pfizer prior to the Assignment) during the term of the Research Collaboration and License Agreement or during the Term of this Agreement solely for internal research purposes.

4.3.2. Allogene hereby grants to Cellectis and its Affiliates a non-exclusive, irrevocable, perpetual, non-transferable, royalty-free, fully paid-up, worldwide license to use any and all Allogene Know-How and Allogene Confidential Information (other than any information regarding the identity of or Allogene's reasons for selecting any Allogene Target or Additional Allogene Target, which will only be disclosed by Cellectis to its Representatives as necessary to comply with the terms of this Agreement) disclosed to Cellectis during the term of the Research Collaboration and License Agreement or during the Term of this Agreement solely for internal research purposes.

4.3.3. Notwithstanding the foregoing, neither Allogene nor Cellectis will have any right under this Section 4.3 to 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.

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, each Party will retain ownership of all of its Allogene Technology or Cellectis Technology, as applicable.

4.5. **Other Allogene Programs**. Cellectis understands and acknowledges that Allogene 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. Cellectis acknowledges and agrees that nothing in this Agreement will be construed as a representation, warranty, covenant or inference that Allogene 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. Notwithstanding the foregoing, if Allogene or its Affiliates, other than pursuant to this Agreement, themselves Develop, Manufacture or Commercialize or enter into business relationships with one or more of its Affiliates or Third Parties to Develop, Manufacture or Commercialize T-cells expressing a chimeric antigen receptor construct other than a CAR-T, with respect to a particular Allogene Target in the Field, then any exclusive licenses granted to Allogene under this Agreement with respect to an Allogene Licensed Product Targeting such Allogene Target will be automatically converted into non-exclusive licenses, and Cellectis' exclusivity obligation under Section 2.1 will not apply with respect to such Allogene Target.

4.6. **No Implied Rights**. Except as expressly provided in this Agreement, neither Party will 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 CELLECTIS.

5.1. **Milestones**

5.1.1. **Development Milestones**. Within [***] of receipt of Cellectis' invoice following the first occurrence of each event described below (each, a "**Development Milestone**") for each Allogene Licensed Product for each Allogene Target, Allogene will pay to Cellectis the amount set forth below (each, a "**Development Milestone Payment**") to be payable only once with respect to each Allogene Licensed Product Targeting an Allogene Target. For the avoidance of doubt, if any Development Milestone Payment is paid for an Agreement CAR-T or Allogene Licensed Product Targeting an Allogene Target and the Development or Commercialization of such Agreement CAR-T or Allogene Licensed Product is terminated and such Agreement CAR-T or Allogene Licensed Product is replaced with another Agreement CAR-T or Allogene Licensed Product Targeting the same Allogene Target, such Development Milestone Payment will not be owed by Allogene if such Agreement CAR-T or Allogene Licensed Product later achieves the same Development Milestone.

Development Milestone	Development Milestone Payments
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

If any Development Milestone occurs before a previous Development Milestone occurs, then any Development Milestone that has not yet been paid for achievement of any previous Development Milestone shall become due upon the achievement of the subsequent Development Milestone and payable together with the payment due upon achievement of such subsequent Development Milestone. For clarity, the achievement of a Development Milestone related to [***] will not result in the payment of any other Development Milestone related to [***].

5.1.2. **Sales Milestones**. Allogene will pay to Cellectis the following one-time payments (each, a "**Sales Milestone Payment**") within [***] of the last day of the Calendar Year when aggregate Annual Net Sales of an Allogene Licensed Product in a Calendar Year first reach the respective threshold (a "**Sales Threshold**") indicated below (each, a "**Sales Milestone**"); provided that such Sales Threshold with respect to an Allogene Licensed Product must be reached within [***] following the First Commercial Sale of such Allogene Licensed Product in the Territory.

Total Annual Net Sales	Sales Milestone Payments
[***]	[***]
[***]	[***]

5.2. **Royalties**. With respect to each Allogene Licensed Product and subject to the provisions of Section 5.2.2, Allogene will pay Cellectis royalties in the amount of the applicable rates ("**Marginal Royalty Rates**") set forth below of Annual Net Sales of any Allogene Licensed Product Targeting such Allogene Target during the Royalty Term:

Annual Net Sales	Marginal Royalty Rates (% of the Annual Net Sales)
[***]	[***]
[***]	[***]

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

5.2.2. **Royalty Adjustments**. The following adjustments will be made, on an Allogene Licensed Product-by-Allogene Licensed Product and country-by-country basis, to the royalties payable pursuant to this Section 5.2:

(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 Allogene Licensed Product in such country will be payable at [***] of the otherwise applicable rate prior to application of this Section 5.2.2(a). "**Generic Competition**" means, with respect to a given Calendar Year with respect to an Allogene Licensed Product in any country, that during such Calendar Year, one (1) or more Third Parties have received Regulatory Approval to sell in such country a Biosimilar Biologic Product, such Biosimilar Biologic Product(s) will be commercially available in such country and such Biosimilar Biologic Product(s) will have, in the aggregate. A product will be a "**Biosimilar Biologic Product**" with respect to an Allogene 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 Approval from another applicable Regulatory Authority.

(b) **Third Party Patents**. If, after June 17, 2014, it was or is Necessary or Useful for Allogene (or Pfizer, to the extent identified by Pfizer prior to the Assignment) to license one or more Patent Rights from one or more Third Parties in order to Develop, Manufacture, Commercialize or use any Allogene Licensed Product, whether directly or through any Allogene Affiliate or Sublicensee, then Allogene may, in its sole discretion, negotiate and obtain a license under such Patent Right(s) (each such Third Party license, or any such Third Party license entered into as of the Effective Date by Allogene or by Pfizer and assigned to Allogene, referred to herein as an "**Additional Third Party License**"). Any royalty otherwise payable to Cellectis under this Agreement with respect to Net Sales of any Allogene Licensed Product by Allogene, its Affiliates or Sublicensees will be reduced by [***] of the amounts payable to Third Parties pursuant to any Additional Third Party Licenses, such reduction to continue until all such amounts have been expended, provided that in no event will the total royalty payable to Cellectis for any Allogene Licensed Product be less than [***] of the royalty amounts otherwise payable for such Allogene Licensed Product and in no event will the royalty payable to Cellectis for any Allogene Licensed Product be reduced below [***] (in each case, other than in the case of Cellectis' breach of any representation, warranty or covenant hereunder). For purposes of this Section 5.2.2(b), (i) "**Necessary**" means that, without a license to use the Third Party's Patent Right, the Development, Manufacture, Commercialization or use of any Allogene Licensed Product in the form such Allogene Licensed Product exists at the time that the Additional Third Party License is executed would, in Allogene's opinion, infringe such Third Party's Patent Right and (ii) "**Useful**" means that Allogene has determined in its discretion that use of such Third Party's Patent Right would enhance the commercial potential of such Allogene Licensed Product. For the avoidance of doubt, the Parties agree and acknowledge that this Section 5.2.2(b) will not apply with respect to royalties payable by Allogene to any Third Party under any agreement in existence as of June 17, 2014. Neither Party will intentionally negotiate with a Third Party an exclusive license that excludes sublicense rights to the other Party, in the event such Third Party rights are necessary, as determined by the negotiating Party, to Develop and Commercialize Allogene Licensed Products and Cellectis Products in connection with this Agreement in the Field.

(c) **Cellectis Third Party Agreements**. Cellectis will be solely responsible for all obligations, including royalty obligations, that are due and owing or may become due and owing with respect to any Cellectis Third Party Agreements that are in effect as of the Effective Date or that Cellectis or any of its Affiliates enters into during the Term of this Agreement.

5.2.3. **Fully Paid-Up, Royalty Free License**. After expiration of the Royalty Term for any Allogene Licensed Product in a country in the Territory, no further royalties will be payable in respect of sales of such Allogene Licensed Product in such country and thereafter the License with respect to such Allogene Licensed Product in such country will be a fully paid-up, perpetual, exclusive, irrevocable, royalty-free license.

5.3. **Diagnostic and Prognostic Products**. In no event will any milestone, net sales or royalty payments become due or owing pursuant to Section 5.1 or 5.2 above with respect to any Allogene Licensed Product Developed or Commercialized for diagnostic or prognostic purposes.

5.4. **Reports and Payments**.

5.4.1. **Cumulative Royalties**. The obligation to pay royalties under Section 5.2 will be imposed only once with respect to a single unit of an Allogene Licensed Product regardless of how many Valid Claims in Patent Rights included within the Licensed Cellectis Intellectual Property would, but for this Agreement, be infringed by the use or sale of such Allogene Licensed Product in the country in which such Allogene Licensed Product is used or sold.

5.4.2. **Royalty Statements and Payments**. Within [***] after the end of each Calendar Quarter, Allogene will deliver to Cellectis a report setting forth for such Calendar Quarter the following information, on an Allogene Licensed Product-by-Allogene Licensed Product basis: (a) the Net Sales of each Allogene Licensed Product, (b) the basis for any adjustments to the royalty payable for the sale of each Allogene Licensed Product and (c) the royalty due hereunder for the sale of each Allogene Licensed Product. No such reports will be due for any Allogene Licensed Product before the First Commercial Sale of such Allogene Licensed Product in the Territory. The total royalty due for the sale of Allogene Licensed Products during such Calendar Quarter will be remitted at the time such report is delivered to Cellectis.

5.4.3. **Taxes and Withholding**. It is understood and agreed between the Parties that any payments made under this Agreement are exclusive of any value added or similar tax ("**VAT**"), which will be added thereon as applicable. Where VAT is properly added to a payment made under this Agreement, the party making the payment will pay the amount of VAT only on receipt of a valid tax invoice issued in accordance with the laws and regulations of the country in which the VAT is chargeable. In addition, in the event any of the payments made by Allogene pursuant to this Agreement become subject to withholding taxes under the Laws of any jurisdiction, Allogene will deduct and withhold the amount of such taxes for

the account of Cellectis, to the extent required by Law, such amounts payable to Cellectis will be reduced by the amount of taxes deducted and withheld, and Allogene will pay the amounts of such taxes to the proper Governmental Authority in a timely manner and promptly transmit to Cellectis 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 Cellectis to claim such payment of taxes. Any such withholding taxes required under applicable Law to be paid or withheld will be an expense of, and borne solely by, Cellectis. Allogene will provide Cellectis with reasonable assistance to enable Cellectis to recover such taxes as permitted by Law.

5.4.4. **Currency**. All amounts payable and calculations hereunder will be in United States dollars. As applicable, Net Sales and any royalty deductions will be converted into United States dollars in accordance with Allogene's customary and usual conversion procedures, consistently applied.

5.4.5. **Method of Payment**. Except as permitted pursuant to Section 5.4.4, each payment hereunder will be made by electronic transfer in immediately available funds via either a bank wire transfer, an ACH (automated clearing house) mechanism, or any other means of electronic funds transfer, at Allogene's election, to such bank account as the Cellectis will designate in writing to Allogene at least forty-five (45) days before the payment is due.

5.4.6. **Additional Provisions Relating to Payments**. Cellectis acknowledges and agrees that nothing in this Agreement (including any schedules and exhibits hereto) will be construed as representing an estimate or projection of either (a) the number of Allogene Licensed Products that will or may be successfully Developed or Commercialized or (b) anticipated sales or the actual value of any Allogene Licensed Product. ALLOGENE MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, THAT IT WILL 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 WILL NOT LIMIT ALLOGENE'S OBLIGATIONS UNDER THIS AGREEMENT.

5.5. **Maintenance of Records; Audits**.

5.5.1. **Record Keeping**. Allogene will keep, and cause its Affiliates and Sublicensees to keep, accurate books of account and records in connection with the sale of Allogene Licensed Products, in sufficient detail to permit accurate determination of all figures necessary for verification of royalties to be paid hereunder. Allogene will maintain, and cause its Affiliates and Sublicensees to maintain, such records for a period of at least [***] after the end of the Calendar Year in which they were generated.

5.5.2. **Audits**. Upon thirty (30) days prior written notice from Cellectis, Allogene will permit an independent certified public accounting firm of internationally recognized standing selected by Cellectis and reasonably acceptable to Allogene to examine, at Cellectis' sole expense, the relevant books and records of Allogene during the period covered by such examination, as may be reasonably necessary to verify the accuracy of the reports submitted by Allogene in accordance with Section 5.4 and the payment of royalties hereunder. An examination by Cellectis under this Section 5.5.2 will occur not more than [***] and will be limited to the pertinent books and records for any Calendar Year ending not more than [***] before the date of the request. The accounting firm will be provided access to such books and records at Allogene's or its Affiliates' facilities where such books and records are kept and such examination will be conducted during Allogene's normal business hours. Allogene may require the accounting firm to sign a reasonable and customary non-disclosure agreement before providing the accounting firm access to Allogene's facilities or records. Upon completion of the audit, the accounting firm will provide both Allogene and Cellectis a written report disclosing whether the reports submitted by Allogene 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 will be provided to Cellectis.

5.5.3. **Underpayments/Overpayments**. If such accounting firm concludes that additional royalties were due to Cellectis, Allogene will pay to Cellectis the additional royalties within thirty (30) days of the date Allogene receives such accountant's written report so concluding. If such underpayment exceeds [***] of the royalties that were to be paid to Cellectis, Allogene also will reimburse Cellectis for all reasonable charges of such accountants for conducting the audit. If such accounting firm concludes that Allogene overpaid royalties to Cellectis, Cellectis will repay such amount to Allogene in full within thirty (30) days of the receipt of such accountant's report, or, at Allogene's option, Allogene will be entitled to offset all such overpayments against any outstanding or future amounts payable to Cellectis hereunder until Allogene has received full credit for such overpayments.

5.5.4. **Confidentiality**. All financial information of Allogene which is subject to review under this Section 5.5 will be deemed to be Allogene's Confidential Information subject to the provisions of Article 7 hereof, and Cellectis will 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 Allogene to Cellectis hereunder.

5.5.5. **Costs**. Cellectis shall pay the full cost of the audit unless the discrepancy is to the Cellectis' detriment and is greater than [***] of all amounts due in such calendar year, in which cases Allogene shall pay the reasonable cost charged by such accountant for such inspection.

5.6. **No Guarantee of Success**. Allogene and Cellectis acknowledge and agree that payments to Cellectis pursuant to Sections 5.1 and 5.2: (a) have been included in this Agreement on the basis that they are only payable or otherwise relevant if an Allogene Licensed Product is successfully Developed or Commercialized, as applicable; (b) are solely intended to allocate amounts that may be achieved upon successful Development or Commercialization of an Allogene Licensed Product between Allogene (who will receive all Allogene Licensed Product sales revenues) and Cellectis; (c) are not intended to be used and will not be used as a measure of damages if this Agreement is terminated for any reason, including pursuant to Allogene's right to terminate at for convenience, before any such success is achieved and such amounts become due; and (d) will only be triggered, and will only be relevant as provided, in accordance with the terms and conditions of such provisions. Allogene and Cellectis further acknowledge and agree that nothing in this Agreement will be construed as representing any estimate or projection of (i) the successful Development or Commercialization of any Allogene Licensed Product under this Agreement, (ii) the number of Allogene Licensed Products that will or may be successfully Developed or Commercialized under this Agreement, (iii) anticipated sales or the actual value of any Allogene Licensed Products that may be successfully Developed or Commercialized under this Agreement or (iv) the damages, if any, that may be payable if this Agreement is terminated for any reason. Allogene makes no representation, warranty or covenant, either express or implied, that (A) it will successfully Develop, Manufacture, Commercialize or continue to Develop, Manufacture or Commercialize any Allogene Licensed Product in any country, (B) if Commercialized, that any Allogene Licensed Product will achieve any particular sales level, whether in any individual country or cumulatively throughout the Territory or (C) Allogene will devote, or cause to be devoted, any level of diligence or resources to Developing or Commercializing any Allogene Licensed Product in any country, or in the Territory in general, other than is expressly required under Section 2.2.

6. INTELLECTUAL PROPERTY.

6.1. **Inventions**.

6.1.1. **Ownership**. All determinations of inventorship under this Agreement will be made in accordance with the laws of the United States.

(a) **Allogene Improvements**. Allogene will own all [***].

(b) **Cellectis Improvements**. Cellectis will own all [***].

(c) **Developed IP**. [***].

(d) **Allogene CAR-T Developed IP.** [***].

(e) **Cellectis CAR-T Developed IP.** [***].

(f) **Implementation**. Each Party will 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 will 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 will 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 will promptly (and in no event less than [***] before filing any initial Patent Right disclosing such intellectual property) disclose to the other Party any Developed IP, Cellectis Improvement or Allogene Improvement, 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, Cellectis Improvement or Allogene Improvement, and the proposed inventorship of any new Patent Rights intended to be filed. The other Party will promptly raise any issue regarding inventorship. Any inventorship issue raised more than [***] after notice of the filing of an initial Patent Rights and the content thereof, or the subsequent filing of new patent claims in a Patent Right directed to substantially different inventions, will not affect ownership of the Patent Right as determined in accordance with the initial inventorship determination.

6.2. **Patent Rights**.

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

(a) **Cooperation**. Without limiting any other rights and obligations of the Parties under this Agreement, the Parties will cooperate with respect to the timing, scope and filing of patent applications and patent claims relating to any Cellectis Improvements, Allogene Improvements and Developed IP to preserve and enhance the patent protection for Agreement CAR-Ts, including the manufacture and use thereof. If the ownership rights in any Patent Rights included in Cellectis Improvements or Developed IP are substantially impeding or would substantially impede Allogene's prosecution of Allogene CAR-T Developed IP, or Cellectis's prosecution of Cellectis CAR-T Developed IP, the Parties will negotiate in good faith an amendment of the ownership of such Patent Rights included in Cellectis 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.

(b) **Allogene Patent Rights**. Allogene, at its own expense, will 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 Allogene Patent Rights and Patent Rights comprised in the Allogene Improvements and Allogene CAR-T Developed IP. Allogene will keep Cellectis informed regarding the status of any Patent Right comprised in any such CAR-T Developed IP at Cellectis' reasonable request. To the extent Allogene wishes not to file, prosecute or maintain any such Patent Right, Allogene will provide Cellectis with thirty (30) days prior written notice to such effect, in which event Cellectis may elect to continue filing, prosecution or maintenance of such Patent Right, and Allogene, upon Cellectis' written request received within such thirty (30) day period, will execute such documents and perform such acts, at Cellectis' expense, as may be reasonably necessary to permit Cellectis to file, prosecute and maintain such Patent Right. Any such Patent Right that is prosecuted or maintained by Cellectis pursuant to this Section 6.2.1(b): (i) will continue to be owned by Allogene, and (ii) subject to the Parties' other rights and obligations under this Agreement, may be licensed by Allogene to one or more Third Parties.

(c) **Cellectis Patent Rights**. Cellectis, at its own expense, will 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 or has in-licensed from Third Parties, including Cellectis Patent Rights and Patent Rights comprised in the Cellectis Improvements. Cellectis will not disclose any Allogene Confidential Information in any Patent Rights that it files, or in connection with the prosecution of any such Patent Rights, without Allogene's prior written consent. Cellectis will notify Allogene promptly upon filing or otherwise obtaining rights in any Patent Right after the Effective Date that covers or may cover the Development, Manufacture, Commercialization or use of any Allogene Licensed Product. In the absence of such prompt notification, any such Patent Rights will be excluded from the Valid Claim definition. Cellectis will keep Allogene informed regarding each Patent Right included in the Licensed Intellectual Property that Cellectis or any Third Party licensor is prosecuting and will consider in good faith any recommendations made by Allogene in regard to the filing, prosecution or maintenance of any such Patent Right. To the extent Cellectis wishes not to file, prosecute or maintain any such Patent Right (other than any such Patent Right owned or co-owned by a Third Party licensor), Cellectis will provide Allogene with thirty (30) days prior written notice to such effect, in which event Allogene may elect to continue filing, prosecution or maintenance of such Patent Right, and Cellectis, upon Allogene's written request received within such thirty (30) day period, will execute such documents and perform such acts, at Allogene's expense, as may be reasonably necessary to permit Allogene to file, prosecute and maintain, at its own discretion, such Patent Right. Any such Patent Rights that are prosecuted or maintained by Allogene pursuant to this Section 6.2.1(c) will continue to be owned by Cellectis, and will be

excluded from the Valid Claim definition; and, in addition to the exclusive licenses granted to Allogene under Section 4.1, Cellectis will and does hereby grant to Allogene (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 for any and all purposes. Cellectis will not decline to pay for or participate in the filing, prosecution or maintenance of any Patent Right under any Cellectis Third Party Agreement that is included in the Licensed Intellectual Property without Allogene's prior written consent.

(d) **Joint Patent Rights**. In the event the Parties conceive or generate any Joint Developed IP, other than any Joint Developed IP that constitutes Allogene CAR-T Developed IP, or Cellectis CAR-T Developed IP, the Parties will 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**") Allogene will 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 CAR-T Targeting such Allogene Target in accordance with Section 6.2.1(b). 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.

(e) **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 CAR-T Developed IP) or otherwise exercising its rights under this Section 6.2.1, such Party, and its Affiliates, employees, agents or representatives, will 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.

(f) **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 Allogene Licensed Products. Allogene will have the sole right but not the obligation to apply for and obtain any patent term extension or related extension of rights, including supplementary protection certificates and similar rights, for any patent relating to an Allogene Licensed Product (including the choice of which patent(s) to extend), provided that it will consult with Cellectis before applying for or obtaining any such extensions or rights for any patents included in the Licensed Cellectis Intellectual Property. The Parties will provide reasonable assistance to each other in connection with obtaining any such extensions for any patent included in the Licensed Cellectis Intellectual Property. 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.

(g) **Joint Research Agreement**. 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 Agreement CAR-Ts and Allogene Licensed Products.

(h) **Recording**. If a Party 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 the Parties will agree on a proposed evidence of such recording and the Parties will comply with the terms of Section 7.2.3 in respect of such filing. Each Party will execute and deliver to the other Party any documents necessary or desirable 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 Allogene or Cellectis becomes aware of any infringement that may affect competition of either Party within the Field, anywhere in the world, of any issued Patent Right within the Licensed Intellectual Property or Developed IP, such Party will promptly notify the other Party in writing to that effect.

(b) **Infringement of Certain Patent Rights.**

(i) Subject to the terms and conditions of any applicable Cellectis Third Party Agreements, if any infringement of a Patent Right included in the Licensed Intellectual Property by a Third Party arises from the Development, Manufacture or Commercialization of a product that does, or may, compete with an Allogene Licensed Product Targeting such Allogene Target, Allogene will have the first 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 Cellectis as a party plaintiff in each of the following circumstances: (x) where the Allogene Licensed Product with which the Third Party's infringement will compete has been [***] or is the subject of [***] and no Cellectis Product or CAR-T product of another Cellectis licensee has begun or completed [***], or (y) where such Patent Right is directed exclusively to an Allogene

Target or an Allogene Licensed Product Targeting such Allogene Target or an Allogene Licensed Product Targeting such Allogene Target; in all other circumstances, Allogene may, with prior written consent of Cellectis (not to be unreasonably withheld), have the right to take action against such Third Party infringer.

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

(iii) If Allogene has not obtained a discontinuance of infringement by, or filed suit against, any such Third Party infringer within the six (6) month period set forth in subsection (i) above, then Cellectis will have the right, but not the obligation, to bring suit against such Third Party infringer, at Cellectis' sole expense; provided, however, that Cellectis will only have the foregoing right if Allogene would not be required (by Applicable Law or otherwise) to join such suit as a party and such suit would not involve a Patent Right covering a then-existing Agreement CAR-T or Allogene Licensed Product. Allogene will have no obligation to cooperate with Cellectis in any such litigation, provided that Allogene may, at its sole discretion, elect to consult with Cellectis and to participate in and be represented by independent counsel in such litigation at its own expense. Cellectis will incur no liability to Allogene as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any such Cellectis Patent Right or Joint Patent Right invalid or unenforceable; and Cellectis will not, without Allogene's prior written consent, enter into any settlement or consent decree that requires any payment by or admits or imparts any other liability to Allogene or admits the invalidity or unenforceability of any such Patent Right.

(iv) The enforcing Party will 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 Cellectis Third Party Agreements, any recoveries obtained by either Party as a result of any proceeding against such a Third Party infringer will be allocated as follows:

(A) Such recovery will 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 Allogene was the enforcing Party, Cellectis will receive an amount equal to the royalty that would be payable, pursuant to Section 5.2, on an amount of Net Sales of the relevant Allogene Licensed Product(s) in the country(ies) where such infringement occurred equal to such remaining portion of such recovery, and Allogene will receive any remaining portion of such recovery; or

(C) With respect to any remaining portion of such recovery, if Cellectis was the enforcing Party, Cellectis will receive any remaining portion of such recovery, except to the extent such recovery was calculated based on lost sales of Allogene, in which case the allocation of such remaining portion will be made as provided in Section 6.2.2(b)(iv)(B).

(c) **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 will 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) **General Strategy.** Upon Allogene's request any time after completion of the first Phase II Clinical Trial for any Allogene Licensed Product, Cellectis will use reasonable efforts to assist and cooperate with Allogene 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 Allogene; provided that Allogene will make the final decisions with respect to such strategy and any such responses.

(b) **Biosimilar Notices**. Allogene will 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 Allogene from any Third Party regarding any Allogene Licensed Product that is being Commercialized in the applicable jurisdiction, and the exchange of information between any Third Party and

Allogene pursuant to such requirements; provided that, prior to any submission of information by Allogene to a Third Party, Cellectis will have the right to review the patent information included in such proposed submission, solely with respect to Patent Rights Controlled by Cellectis, and to make suggestions as to any changes to such patent information that Cellectis reasonably believes to be necessary; provided further that Allogene will determine the final content of any such submission. In the case of an Allogene 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, Allogene, as the sponsor of the application for the Allogene Licensed Product, will be the "reference product sponsor" under the PHS Act. Allogene will give written notice to Cellectis of receipt of a Biosimilar Notice received by Allogene with respect to an Allogene Licensed Product, and Allogene will consult with Cellectis 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 Allogene will have final say on such selection of Patent Rights. Cellectis 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 Allogene under this Section 6.2.3, Cellectis, upon Allogene's request, will reasonably cooperate with Allogene in any such action, including timely commencing or joining in any action brought by Allogene under this Section 6.2.3 solely to the extent any Patent Rights Controlled by Cellectis are involved in any such action, and the Parties rights and responsibilities regarding any action will 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 CAR-T or Allogene 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 will consult with one another and will [***] in connection with such an action. Unless otherwise mutually determined by the Parties, Allogene will control such action and will select counsel for such action. The rights and obligations of the Parties under Section 6.4 are expressly subject to this Section 6.3.

6.4. **Infringement of Third Party Patent Rights**. If the Development, Manufacture or Commercialization of any Allogene 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 will promptly notify the other Party. The Party that is alleged to infringe the Third Party's patent or intellectual property rights will have the right to take such action as it deems appropriate in response to such allegation, and will be solely responsible for all damages, costs and expenses in connection therewith, subject to Section 10.1.

7. CONFIDENTIALITY

7.1. **Confidentiality**. Except to the extent expressly authorized by this Agreement, the Parties agree that, during the Term and [***], each Party (the "**Receiving Party**") receiving any Confidential Information of the other Party (the "**Disclosing Party**") hereunder will: (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, provided, however, that a Receiving Party may 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, licensors and 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.

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) to the extent reasonably necessary to obtain or maintain INDs or Regulatory Approvals for any Agreement CAR-T or Allogene Licensed Product Targeting

such Allogene Target, or any Cellectis Target or Cellectis Product Targeting such Cellectis Target, within the Territory, and (B) in order to respond to inquiries, requests, investigations, orders or subpoenas 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 for the performance of this Agreement and under reasonable obligations of confidentiality;

(iii) 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) subject to Section 7.3.2, in connection with or included in scientific presentations and publications relating to Agreement CAR-Ts or Allogene Licensed Products, including abstracts, posters, journal articles and the like, and posting results of and other information about clinical trials to clincialtrials.gov or PhRMA websites; and

(vi) to the extent necessary in order to enforce its rights under this Agreement and as permitted in the Agreement.

(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)(B), the Disclosing Party will 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 will, at its own expense, 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 will 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; (b) Allogene from making any scientific publication or public announcement with respect to any Allogene Licensed Product Targeting such Allogene Target under this Agreement; provided, however, that, except as permitted under Section 7.2, Allogene will not disclose any of Cellectis' Confidential Information in any such publication or announcement without obtaining Cellectis' prior written consent to do so and (c) Cellectis from making any scientific publication or public announcement with respect to any Cellectis Licensed Product Targeting such Cellectis Program Target under this Agreement; provided, however, that, except as permitted under Section 7.2, Cellectis will not disclose any of Allogene's Confidential Information in any such publication or announcement without obtaining Allogene's prior written consent to do so.

7.3.2. **Publications**. During the Term, each Party will 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 will submit to the other Party for its review and approval any proposed publication or public presentation relating to 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, Cellectis CAR-T Developed IP and Allogene CAR-T Developed IP and the rights granted to each Party 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 will 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 will 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 will 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. Cellectis and Allogene 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 Cellectis is subject to a Change of Control, Cellectis will, and it will cause its Affiliates and Representatives to, ensure that no Confidential Information of Allogene is released to (a) any Affiliate of Cellectis that becomes an Affiliate as a result of the Change of Control or (b) any Representatives of Cellectis (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 Cellectis occurs, Cellectis will promptly notify Allogene, share with Allogene the policies and procedures it plans to implement in order to protect the confidentiality of Allogene's Confidential Information prior to such implementation and make any adjustments to such policies and procedures that are reasonably requested by Allogene.

8. REPRESENTATIONS AND WARRANTIES.

8.1. **Mutual Representations and Warranties**. Each of Cellectis and Allogene 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 Cellectis**. Cellectis hereby represents and warrants to Allogene that:

8.2.1. 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 Allogene or Allogene's Affiliates under this Agreement;

8.3. **Representations and Warranties of Allogene**. Allogene hereby represents and warrants to Cellectis that:

8.3.1. 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 Cellectis or Cellectis's Affiliates under this Agreement.

8.4. **Mutual Covenants**. In addition to the covenants made by the Parties elsewhere in this Agreement, each Party hereby covenants to the other that, from the Effective Date until expiration or termination of this Agreement:

8.4.1. it will not (a) take any action that diminishes the rights under the Licensed Cellectis Intellectual Property or Licensed Allogene Intellectual Property or Developed IP granted or assigned under this Agreement or (b) fail to take any action that is reasonably necessary to avoid diminishing the rights under the Licensed Cellectis Intellectual Property, Licensed Allogene Intellectual Property or Developed IP granted or assigned to Allogene or Allogene's Affiliates under this Agreement;

8.4.2. it will (a) not enter into any Third Party Agreement that adversely affects (i) the rights granted to the other Party hereunder or (ii) its ability to fully perform its obligations hereunder; (b) not amend, terminate or otherwise modify any Third Party Agreement (including for Cellectis, the Servier Agreement) or consent or waive rights with respect thereto in any manner that (i) adversely affects the rights granted to the other Party hereunder or (ii) its ability to fully perform its obligations hereunder; (c) fulfill, and cause its Affiliates to fulfill, all of their respective obligations under all Third Party Agreements (including for Cellectis Servier Agreements) so as not to be in breach of such agreements; (d) inform Allogene of existence of all notices received by Cellectis or its Affiliates relating to any alleged breach or default by Cellectis or its Affiliates under any Third Party Agreement (including Servier Agreement), and all other notices received by Cellectis or its Affiliates in connection with any Cellectis Third Party Agreement that pertain to the rights granted to Allogene or Allogene's Affiliates hereunder, within [***] after receipt thereof; and (e) in the event that Cellectis does not resolve any such alleged breach or default, notify Allogene within a sufficient period of time before the expiration of the cure period for such breach of default under such Cellectis Third Party Agreement such that Allogene is able to cure or otherwise resolve such alleged breach or default, and if Allogene makes any payments to any Third Party in connection with the cure or other resolution of such alleged breach or default, then Allogene may credit the amount of such payments against any royalties or other amounts payable to Cellectis pursuant to this Agreement.

8.4.3. It will perform and discharge its obligations under this Agreement in conformance with Applicable Laws.

8.4.4. it will not enter into or otherwise allow itself or its Affiliates to be subject to any agreement or arrangement which limits the ownership rights of the other Party or its Affiliates with respect to, or limits the ability of the other Party 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 would, but for such agreement or arrangement, be included in the rights licensed or assigned to the other Party or its Affiliates pursuant to this Agreement; and

8.4.5. it shall not, and shall not permit any of its subsidiaries and Affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents (collectively, "**Reps**") to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, any non-U.S. government official, in each case, in violation of the U.S. Foreign Corrupt Practices Act, as amended ("**FCPA**") or any other applicable anti-bribery or anti-corruption law.

8.4.6. it shall, and shall cause each of its subsidiaries and Affiliates to, cease all of its or their respective activities, as well as remediate any actions taken by it, its subsidiaries or Affiliates or any of its or their respective Reps in violation of the FCPA or any other applicable anti-bribery or anti-corruption law.

8.4.7. it shall, and shall cause each of its Affiliates and subsidiaries to, maintain systems or internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA or any other applicable anti-bribery or anti-corruption law.

8.5. **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 will exist or be implied against the Party which drafted such terms and provisions.

8.6. **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 Cellectis and Allogene will 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**") will commence on the Effective Date and will extend, unless this Agreement is terminated earlier in accordance with this

Article 9, on an Allogene Licensed Product-by-Allogene Licensed Product and country-by-country basis, until such time as the Royalty Term with respect to the sale of such Allogene Licensed Product in such country expires.

9.3. **Termination by Either Party for Cause**. Either Party may terminate this Agreement, in its entirety or, at the terminating Party's option, on an Allogene Target-by-Allogene Target basis or Cellectis Program Target-by Cellectis Program Target basis, as applicable, 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 will have the right to terminate this Agreement pursuant to this Section 9.3: (a) in part with respect to an individual Allogene Target or Cellectis Program Target, as applicable, only if the other Party's material breach giving rise to such termination right relates to such Allogene Target or Cellectis Program Target, as applicable, or (b) in its entirety only if such material breach fundamentally frustrates the objectives or transactions contemplated by this Agreement taken as a whole.

9.4. **Termination by Allogene for Convenience**. Allogene will have the right to terminate this Agreement for any or no reason, either in its entirety or on an Allogene Target-by-Allogene Target basis, by providing sixty (60) days advance written notice of such termination to Cellectis.

9.5. **Termination on Insolvency of Cellectis**. This Agreement may be terminated upon written notice by Allogene at any time in the event of a Cellectis Insolvency Event.

9.6. **Effects of Termination**.

9.6.1. **Effect of Termination by Allogene for Cause**. If Allogene terminates this Agreement with respect to any or all Allogene Targets pursuant to Section 9.3 (each, a "**Terminated Target**"):

(a) all licenses granted to Allogene with respect to such Terminated Target and any Allogene Licensed Product Targeting such Terminated Target (each, a "**Terminated Allogene Licensed Product**"), including under Section 4.1, will continue and become irrevocable and perpetual, and Allogene will have no further obligations to Cellectis under this Agreement with respect to any such Terminated Target or Terminated Allogene Licensed Product (including no further obligation to pay Milestone Payments) 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 Terminated Allogene Licensed Products in accordance with the terms and conditions of this Agreement, in an amount equal to [***] of the amount that would otherwise have been payable under this Agreement;

(b) If Allogene terminates this Agreement in its entirety pursuant to Section 9.3, or if Allogene terminates this Agreement in its entirety pursuant to Section 9.4: (i) all licenses granted by Allogene to Cellectis under Sections 4.2.1 and 4.2.2 will terminate, (ii) Allogene will have no further obligations to Cellectis under this Agreement other than those obligations that expressly survive termination in accordance with Section 9.8, and (iii) any material or Confidential Information provided Allogene to Cellectis in the course of the performance of this Agreement will be returned or destroyed as directed in writing by Allogene;

(c) Allogene will have the right to offset, against any payment owing to Cellectis under subparagraph (b) above, any damages found or agreed by the Parties to be owed by Cellectis to Allogene;

(d) Cellectis will remain entitled to receive payments that accrued before the effective date of such termination;

(e) nothing in this Section 9.6.1 will limit any other remedy Allogene may have for Cellectis' breach of this Agreement; and

(f) the rights and obligations of the Parties with respect to all Allogene Targets other than any such Terminated Target will remain in full force and effect.

9.6.2. **Effect of Termination by Allogene on Insolvency of Cellectis**. If Allogene terminates this Agreement pursuant to Section 9.5:

(a) Cellectis will have no further obligation to perform any of its obligations under this Agreement other than those obligations that expressly survive termination of this Agreement in accordance with Sections 9.6.2(b) and 9.8;

(b) all licenses granted to Allogene, including under Section 4.1, will continue and become, subject only to the royalty obligation set forth below in this Section 9.6.2(b), irrevocable and perpetual, and Allogene will have no further obligations to Cellectis under this Agreement (including no further obligation to pay Milestone Payments) 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 Allogene Licensed Products in accordance with the terms and conditions of this Agreement;

(c) Cellectis will remain entitled to receive payments that accrued before the effective date of such termination;

(d) Allogene will have the right to offset, against any payment owing to Cellectis under subparagraph (b) above, any damages found or agreed by the Parties to be owed by Cellectis to Allogene; and

(e) nothing in this Section 9.6.2 will limit any other remedy Allogene may have for Cellectis' breach of this Agreement.

9.6.3. **Effect of Termination by Cellectis for Cause or by Allogene for Convenience**.

(a) If Cellectis terminates this Agreement with respect to any Allogene Target pursuant to Section 9.3, or if Allogene terminates this Agreement with respect to any Allogene Target pursuant to Section 9.4, then (i) all licenses granted by Cellectis to Allogene under Sections 4.1.1, 4.1.2 and 4.1.3 with respect to any such Allogene Target will terminate, (ii) any Allogene Licensed Product Targeting such Allogene Target will terminate, and (iii) any material or Confidential Information provided by Cellectis to Allogene in the course of the performance of this Agreement will be returned or destroyed as directed in writing by Cellectis.

(b) If Cellectis terminates this Agreement in its entirety pursuant to Section 9.3, or if Allogene terminates this Agreement in its entirety pursuant to Section 9.4: (i) all licenses granted by Cellectis to Allogene under Sections 4.1.1, 4.1.2 and 4.1.3 will terminate, (ii) all rights and licenses granted by Cellectis to Allogene pursuant to Section 4.1.2(b) and 4.1.2(d), and all obligations to which the parties are bound hereunder with relation thereto, will continue in full force and effect, to the extent such rights and licenses were not previously or concurrently terminated (including as set forth in Section 9.6.3(a) herein) and will subsequently terminate in accordance with the terms of the Servier Agreement, wherein such rights and licenses were initially granted to Servier, (iii) Cellectis will have no further obligations to Allogene under this Agreement other than those obligations that expressly survive termination in accordance with Section 9.8, (iv) all rights and licenses granted by Allogene to Cellectis pursuant to Section 4.2 will continue, (v) Allogene's right of first refusal set forth in Section 3.6 will continue to the extent that such Cellectis Product is Covered by Licensed Allogene Intellectual Property and (vi) any material or Confidential Information provided by Cellectis to Allogene in the course of the performance of this Agreement will be returned or destroyed as directed in writing by Cellectis. For the avoidance of doubt, all rights and licenses granted by Cellectis to Allogene pursuant to Section 4.1.2(b) and 4.1.2(d), and all obligations to which the parties are bound hereunder with relation thereto, will terminate immediately upon the earlier to occur of (i) termination or expiration of the license granted by Cellectis to Servier in respect of the [***] Patent Rights for the Other Products pursuant to the Servier Agreement, or (ii) on an Other Product-by-Other Product basis, termination or expiration of the license

granted by Servier to Allogene in respect of an Other Product pursuant to the Exclusive License and Collaboration Agreement dated as of October 30, 2015 by and between Allogene and Servier (as amended from time to time).

(c) In the event that Cellectis terminates this Agreement for cause pursuant to Section 9.3 or Allogene terminates this Agreement without cause pursuant to Section 9.4 with respect to an Allogene Licensed Product Targeting an Allogene Target, on Cellectis' written notice to Allogene, which notice may only be delivered within [***] following the effective date of such termination, unless such termination is related to material concerns regarding the safety of the Compound(s) or Product(s), the Parties will negotiate in good faith for a period not to exceed [***] following the effective date of termination regarding:

(i) the grant by Allogene to Cellectis of a royalty-bearing, non-exclusive license under the Applicable Allogene Technology permitting Cellectis to continue to Develop, Commercialize and Manufacture any Product under Development or Commercialization by Allogene under this Agreement at the time of termination, in the form in which such Product then exists (a "**Continuation Product**"); and

(ii) the related transfer to Cellectis of development data and regulatory filings specifically relating to such Continuation Product or the granting to Cellectis of rights of reference with respect to such data and filings.

(d) Neither Party will be obligated to enter into any transaction described in Section 9.6.3(c) and neither Party will have any liability to the other for failure to do so.

(e) For the avoidance of doubt, if Cellectis terminates this Agreement with respect to any Allogene Target pursuant to Section 9.3, or if Allogene terminates this Agreement with respect to any Allogene Target pursuant to Section 9.4, in each case including all Allogene Targets in the event that this Agreement is terminated in its entirety, any such Allogene Target will no longer be considered to be an Allogene 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 will 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 will be resolved in accordance with Section 11.10 and this Agreement will 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 will 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 will have occurred and this Agreement will remain in effect.

9.7. **Disposition of Inventories of Products**. Following termination of this Agreement with respect to one or more Allogene Targets, Allogene, its Affiliates and its Sublicensees will have the right to continue to sell their existing inventories of Allogene Licensed Product(s) Targeting such Allogene Targets that have received Regulatory Approval prior to such termination for a period not to exceed [***] after the effective date of such termination or expiration and Allogene will pay any royalties payable in connection with such sales in accordance with Section 5.2.

9.8. **Survival of Certain Obligations.** Expiration or termination of this Agreement will not relieve the Parties of any obligation that accrued before such expiration or termination. The following provisions will survive expiration or termination of this Agreement: Sections 1(Definitions); 5.4.2 to 5.4.6 (Reports and Payments); 5.5 (Maintenance and Audit Rights); 7 (Confidentiality); 8 (Representations and Warranties); 9.3 to 9.8 (Effect of Termination); 10 (Limitation on liabilities) and 11 (Miscellaneous). In addition, any Section that is referred to in the above listed Sections shall survive solely for the interpretation or enforcement of the listed Sections.

9.9. **Right to Terminate this Agreement by Allogene upon Change of Control of Cellectis**. If a Change of Control of Cellectis is consummated during the Term of this Agreement, Allogene will have the right to terminate this Agreement in its entirety, upon written notice to Cellectis within sixty (60) days after consummation of such Change of Control of Cellectis.

9.10. **Bankruptcy**. All rights and licenses granted under or pursuant to this Agreement by Cellectis are, and will otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to “intellectual property” as defined under Section 101 of the U.S. Bankruptcy Code. The Parties agree that Allogene, as licensee of intellectual property under this Agreement, will retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code. The Parties further agree that in the event of a rejection of this Agreement by Cellectis in any bankruptcy proceeding by or against Cellectis under the U.S. Bankruptcy Code, (i) Allogene will be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, which, if not already in Allogene’s possession, will be promptly delivered to it upon Allogene’s written request therefor, and (ii) Cellectis will not interfere with Allogene’s rights to intellectual property and all embodiments of intellectual property, and will assist and not interfere with Allogene in obtaining intellectual property and all embodiments of intellectual property from another

entity. The term "embodiments" of intellectual property includes all tangible, intangible, electronic or other embodiments of rights and licenses hereunder, including all compounds and products embodying intellectual property, Allogene Licensed Products, filings with Regulatory Authorities and related rights, and Cellectis Technology.

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 Allogene Licensed Products, any Milestone Payment due upon any unachieved event under Section 5.1, any unearned royalties under Section 5.2 or any other unearned, speculative or otherwise contingent payments provided for in this Agreement.

10.2. **Indemnification by Allogene**. Allogene will indemnify, defend and hold harmless Cellectis, its Affiliates, their sublicensees, contractors, subcontractors and distributors and each of its and their respective employees, officers, directors and agents (each, a "**Cellectis 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 Cellectis Indemnified Party may be required to pay to one or more Third Parties resulting from or arising out of:

10.2.1. [***]

10.2.2. [***]

[***]

10.3. **Indemnification by Cellectis**. Cellectis will indemnify, defend and hold harmless Allogene, its Affiliates, Sublicensees, contractors, distributors and each of its and their respective employees, officers, directors and agents (each, a "**Allogene Indemnified Party**") from and against any and all Liabilities that the Allogene Indemnified Party may be required to pay to one or more Third Parties resulting from or arising out of:

10.3.1. [***]

10.3.2. [***]

[***]

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 will 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 will 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 Allogene's right to control any actions described in Section 6.2 (even where Cellectis is the Indemnifying Party), the Indemnifying Party will 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 will 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 will 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 will 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 will 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 will cooperate, and will 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, will 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 will 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 will 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 will 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 will 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 will use reasonable efforts to mitigate Liabilities arising from such Third Party Claim.

10.5. **Insurance**. Each Party will 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 [***] per occurrence and in the aggregate.

11. MISCELLANEOUS.

11.1. **Other Cellectis Targets**. For sake of clarity, except as set forth in Schedule 1.86 and Section 3.7 (Right of Negotiation), Other Cellectis Targets are outside the scope of this Agreement.

11.2. **Assignment**. Either Party may not assign this Agreement or any interest hereunder without the prior written consent of the other, which consent will not be unreasonably withheld or delayed., except that this Agreement may be assigned as follows: (a) a Party 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) a Party may assign its rights and obligations under this Agreement to any of its Affiliates. This Agreement will be binding upon the successors and permitted assigns of the Parties and the name of a Party appearing herein will 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 11.2 will be void.

11.3. **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.

11.4. **Force Majeure**. Each Party will 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 will 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" will 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.

11.5. **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.) will be in writing and will be deemed given upon receipt if delivered personally or by facsimile or email 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 will be specified by like notice, provided, however, that notices of a change of address will be effective only upon receipt thereof):

All correspondence to Allogene will be addressed as follows:

Allogene Therapeutics, Inc.
210 East Grand Avenue
South San Francisco, CA 94080
USA
Attention: General Counsel
Email: [***]

All correspondence to Cellectis will be addressed as follows:

Cellectis
8, rue de la Croix Jarry
75013 Paris
Attn.: Chief Executive Officer
Fax.: +33 1 81 69 16 03
Email: [***]

with a copy to:

Cellectis
8, rue de la Croix Jarry
75013 Paris
Attn.: General Counsel
Fax.: +33 1 81 69 16 03
Email: [***]

11.6. **Amendment**. No amendment, modification or supplement of any provision of this Agreement will be valid or effective unless made in writing and signed by a duly authorized officer of each Party.

11.7. **Waiver**. No provision of this Agreement will 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 will not be construed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself.

11.8. **Severability**. If any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same will not affect any other portion of this Agreement, as it is the intent of the Parties that this Agreement will be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement will be construed as if such clause or portion thereof had never been contained in this Agreement, and there will 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.

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

11.10. **Dispute Resolution**. If any dispute or disagreement arises between Allogene and Cellectis in respect of this Agreement, they will follow the following procedures in an attempt to resolve the dispute or disagreement:

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

11.10.2. Within [***] of receipt of a Notice of Dispute, the Allogene Alliance Manager and the Cellectis Alliance Manager will 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 will use their reasonable endeavors to resolve the dispute.

11.10.3. If the Alliance Managers are unable to resolve the dispute during the meeting described in Section 11.10.2 or if for any reason such meeting does not take place within the period specified in Section 11.10.2, then the Chief Executive Officer of Allogene and the Chief Executive Officer of Cellectis will meet at a mutually agreed-upon time and location for the purpose of resolving such dispute.

11.10.4. If, within a further period of [***], or if in any event within [***] of initial receipt of the Notice of Dispute, the dispute has not been resolved, or if, for any reason, the meeting described in Section 11.10.3 has not been held within [***] of initial receipt of the Notice of Dispute, then the Parties agree that, subject to Section 11.11 below, either Party may initiate litigation to resolve the dispute.

11.11. **Election of Resolution Process**. Notwithstanding any provision of Section 11.10 to the contrary, if (i) either Party raises any allegation or claim of Misuse (each, a "**Misuse Allegation**") and (ii) the Parties are unable to resolve such Misuse Allegation pursuant to the dispute escalation process described in Sections 11.10.1 through 11.10.4 (the "**Escalation Process**"), then, following completion of the Escalation Process, the Parties may mutually agree to have such Misuse Allegation resolved pursuant to the terms of Section 11.12 (Arbitration Process). If the Parties fail to agree on use of arbitration pursuant to Section 11.12 in a timely manner (not to exceed [***]), then the Parties will be deemed to have elected to have such Misuse Allegation resolved through litigation.

11.12. **Arbitration Process**. If the Parties mutually elect to resolve any Misuse Allegation pursuant to this Section 11.12, then such Misuse Allegation will be referred to and finally resolved by binding arbitration in accordance with the Commercial Rules and Procedures (the "**Rules**") of the International Chamber of Commerce (the "**ICC**"), by an arbitral tribunal composed of three arbitrators, all of whom will have relevant experience in pharmaceutical industry, appointed by agreement of the Parties in accordance with the Rules. If, at the time of the arbitration, the Parties agree in writing to submit the dispute to a single arbitrator, said single arbitrator will (1) have relevant experience in pharmaceutical industry and (2) be appointed by agreement of the Parties, or, failing such agreement, by ICC in accordance with the Rules. The foregoing arbitration proceedings may be commenced by either Party by written notice to the other Party. Unless otherwise agreed by the Parties hereto, all such arbitration proceedings will be held in London, England, provided that proceedings may be conducted by telephone conference call with the consent of both Parties and the arbitrator(s). All arbitration proceedings will be conducted in the English language.

11.12.1. **Limited Discovery**. Documentary discovery may be conducted at the discretion of the arbitrator(s), provided that any such discovery will (a) be limited to documents directly relating to the Misuse Allegation, (b) be conducted pursuant to document discovery procedures as set forth under the laws of the State of New York, U.S.A., (c) be conducted subject to the schedule stipulated by the Parties, or in the absence of stipulation, the schedule ordered by the arbitrator(s), and (d) not require either Party, its Affiliates or their respective employees, officers, directors or agents to be subject to deposition. Notwithstanding any provision of this Section 11.12.1 to the contrary, all discovery must be completed within sixty (60) days of the notice of commencement of arbitration proceedings.

11.12.2. **Awards and Fees**. The arbitrator(s) may only consider awards of direct monetary damages and will not under any circumstances have the authority to grant (a) injunctive relief, (b) equitable relief, (c) orders for specific performance, (d) punitive damages or (e) consequential damages as described in Section 10.1. The allocation of expenses of the arbitration, including reasonable attorney's fees, will be determined by the arbitrator(s), or, in the absence of such determination, each Party will pay its own expenses.

11.12.3. **Rulings**. All arbitration proceedings must be completed within 180 days of the notice of commencement of arbitration proceedings. The Parties hereby agree that, subject to the provisions of this Section 11.12.3, the arbitrator(s) has authority to issue rulings and orders regarding all procedural and evidentiary matters that the arbitrator(s) deem reasonable and necessary with or without petition therefore by the Parties as well as the final ruling and judgment. Rulings will be issued by written order summarizing the arbitration proceedings no more than 30 days after the final submissions of the Parties. All rulings by the arbitrator(s) will be final and non-appealable to any court except in circumstances where such rulings do not comply with the terms of Section 11.12.

11.12.4. **Enforcement of Rulings by Courts of Competent Jurisdiction**. Any ruling issued by the arbitrator(s) pursuant to Section 11.12 may be enforced, to the extent that such ruling complies with the provisions of Section 11.12, in any court having jurisdiction over any of the Parties or any of their respective assets.

11.12.5. **Confidentiality**. All activities undertaken by the arbitrator(s) or the Parties pursuant to this Section 11.12 will be conducted subject to obligations of confidentiality no less restrictive than those set forth in Article 7. Further, the Parties acknowledge and agree that their respective conduct during the course of the arbitration and their respective statements and all information exchanged in connection with the arbitration is Confidential Information under this Agreement and subject to the provisions of Article 7.

11.12.6. **Unauthorized Disclosure of Confidential Information to Third Parties**. Notwithstanding any provision of this Agreement to the contrary (i) the provisions of this Section 11.12 will not apply to Allogene's disclosure of Cellectis Confidential Information to any Third Party in violation of Article 7 and (ii) Cellectis reserves its rights under Section 11.10 to immediately initiate litigation 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 Article 7 with respect to any such unauthorized disclosure.

11.13. **Governing Law**. This Agreement, and all claims arising under or in connection therewith, will 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.

11.14. **Consent to Jurisdiction**. Each Party to this Agreement, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction of the courts of England and Wales 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.

11.15. **Entire Agreement**. This Agreement, including its Exhibits and Schedules, and the letter regarding termination of the Research Collaboration and License Agreement, dated 7, 2019, 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.

11.16. **Independent Contractors**. Both Parties are independent contractors under this Agreement. Nothing herein contained will 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 will 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.

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

11.18. **No Third Party Rights or Obligations**. No provision of this Agreement will 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, Allogene may decide, in its sole discretion, to use one or more of its Affiliates to perform its obligations and duties hereunder, provided that Allogene will 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.]

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

ALLOGENE THERAPEUTICS, INC.

By: /s/ David Chang, M.D., Ph.D.
Name: David Chang, M.D., Ph.D.
Title: Chief Executive Officer

CELLECTIS SA

By: /s/ André Choulika
Name: André Choulika
Title: Chief Executive Officer

Schedule 1.13

Allogene Targets

[***]

Schedule 1.32
Cellectis Patent Rights

[***]

Schedule 1.34
Cellectis Performance Targets

[***]

Schedule 1.86

Other Cellectis Targets

[***]

Schedule 9.23

[***] Patent Rights

[***]

CERTAIN CONFIDENTIAL PORTIONS HAVE BEEN REDACTED FROM THIS EXHIBIT BECAUSE THEY ARE BOTH (i) NOT MATERIAL AND (ii) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED. INFORMATION THAT HAS BEEN OMITTED HAS BEEN IDENTIFIED IN THIS DOCUMENT WITH A PLACEHOLDER IDENTIFIED BY THE MARK "[***]".

Execution copy CT0079158
CONFIDENTIAL

LICENSE, DEVELOPMENT AND COMMERCIALIZATION AGREEMENT

This License, Development and Commercialization Agreement shall become effective as of the 6th day of March, 2019 (the "Effective Date") by and between **Les Laboratoires Servier**, a corporation incorporated under the laws of France having a principal place of business at 50 rue Carnot, 92150 Suresnes, France ("LLS") and **Institut de Recherches Internationales Servier**, a corporation incorporated under the laws of France having its principal place of business at 50 rue Carnot, 92 150 Suresnes, France ("IRIS") (LLS and IRIS being together referred to as **"**Servier"), and **Cellectis SA**, a company incorporated under the laws of France having a principal place of business at 8, rue de la Croix Jarry, 75013 Paris, France ("Cellectis"). Cellectis and Servier are individually referred to herein as a "Party" and collectively, as the "Parties."

RECITALS

WHEREAS, Servier and Cellectis share a common objective consisting in the strategic optimization of the global development of the Cellectis CAR technology on the Servier Targets (as defined hereinafter).

WHEREAS, Cellectis and Servier were previously party to that certain Product Development, Option, License and Commercialization Agreement (the "2014 Agreement"), dated as of February 7, 2014 (the "2014 Agreement Date"), as amended by that certain Amendment to the Product Development, Option, License and Commercialization Agreement ("Amendment No. 1") dated November 18, 2015 (the "Amendment No. 1 Date"), Amendment No. 2 to the Product Development, Option, License and Commercialization Agreement dated November 28, 2016 ("Amendment No. 2"), and Amendment No. 3 to the Product Development, Option, License and Commercialization Agreement ("Amendment No. 3") dated August 1, 2017 (the "Amendment No. 3 Date") (collectively, the 2014 Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 shall be referred to as the "Original Agreement"). Under the Original Agreement, Servier exercised its exclusive option to license the UCART19 [***] (as defined hereinafter), as developed by Cellectis under the Original Agreement.

WHEREAS, the Parties desire to enter into this Agreement, which shall supersede and replace the Original Agreement, in order to adjust the terms of the Parties' collaboration, to modify the Targets (as defined herein) covered by this Agreement and to adjust the status of the products in development.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. HEADINGS; DEFINITIONS; CONSTRUCTION.

1.1. Headings.

Headings used herein are for convenience only and will not in any way affect the construction of or be taken into consideration in interpreting this Agreement.

1.2. Definitions.

Capitalized terms or derivatives thereof (verbs, nouns, singular, plural), when used in this Agreement, will have the meanings set forth in Annex I to this Agreement.

1.3. Construction of Agreement.

The terms and provisions of this Agreement represent the results of negotiations between the Parties and their representatives, each of which has been represented by counsel of its own choosing, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement will be interpreted and construed in accordance with their usual and customary meanings, and each of the Parties hereto hereby waives the application in connection with the interpretation and construction of this Agreement of any rule of law to the effect that ambiguous or conflicting terms or provisions contained in this Agreement will be interpreted or construed against the Party whose attorney prepared the executed draft or any earlier draft of this Agreement.

ARTICLE 2. MANAGEMENT

2.1. Overview. Promptly after the Effective Date, to the extent the Parties have not already done so in accordance with the Original Agreement, the Parties shall establish three (3) committees which shall manage the collaboration between the Parties until the exercise (or non-exercise) of the Option to License of the last Product by Servier as indicated in section 4.1 hereafter.

2.2. Alliance Managers. Each of Servier and Cellectis shall appoint one or two senior representatives who possess a general understanding of development, regulatory, manufacturing and commercialization matters to act as its respective alliance manager(s) for this relationship (each, an "Alliance Manager"). Each Party may replace its respective Alliance Manager(s) at any time upon written notice to the other in accordance with this Agreement. Any Alliance Manager may designate a substitute to temporarily perform the functions of that Alliance Manager. Each Alliance Manager shall be charged with creating and maintaining a collaborative work environment within and among the Committees. Consistent with the Development Plan and Section 2.10, each Alliance Manager, on behalf of the applicable Party's Co-Chairperson of the applicable Committee, will also be responsible for:

(a) providing a primary single point of communication responsible for the flow of communication and for seeking consensus both within the respective Party's organization and together regarding key strategy and plan issues;

(b) ensuring that the governance procedures and rules set forth herein are complied with

(c) identifying and raising disputes to the JSC or JEC for discussion in a timely manner; and

(d) planning and coordinating internal and external communications in accordance with the terms of this Agreement.

The Alliance Managers shall be entitled to attend all JRDC, JSC and JEC meetings, and shall have the right to attend all Subcommittees meetings. Consistent with Section 2.10, each Alliance Manager may bring any matter to the attention of the JSC or JEC where such Alliance Manager reasonably believes that such matter requires attention of the JSC or JEC.

At the latest ten (10) days after the Effective Date, to the extent the Parties have not already done so in accordance with the Original Agreement, each Party shall appoint and notify the other Party of the identity of their representatives to act as alliance managers under this Agreement.

2.3. Project Directors. Within ten (10) days following the Effective Date, to the extent the Parties have not already done so in accordance with the Original Agreement, each Party shall appoint and notify the other Party of the identity of a representative to act as its project director ("Project Director"). The Project Director shall be responsible for the follow-up of the Program activities under this Agreement on a regular basis. The Project Director may attend the meetings of the JSC, as requested by the Co-Chairperson. Each Party may replace its Project Director upon written notice to the other Party.

2.4. Joint Executive Committee (the "JEC").

2.4.1. **Composition**. The JEC shall be comprised of up to two (2) senior executives from each Party. Promptly following the Effective Date, to the extent the Parties have not already done so, each Party shall designate by written notice to the other Party its initial representatives on the JEC. Each Party may replace one or more of its representatives, in its sole discretion, effective upon written notice to the other Party of such change. Either Party may, from time to time, invite additional representatives or consultants to attend JEC meetings, subject to such representative's and consultant's written agreement to comply with confidentiality obligations substantially the same as those set forth in article 8.

2.4.2. **Function and Powers of the JEC.** The JEC shall: (a) manage the overall collaboration between the Parties and manage resource allocation and major changes to the collaboration requiring amendments to this Agreement, (b) resolve disputed matters that may arise at the JSC, in accordance with Section 2.10, (c) draw up an annual review of implementation of the Collaboration and performance of this Agreement.

2.4.3. **Frequency of Meetings.** The Joint Executing Committee shall meet annually, and in no event less than once annually and such meetings may be conducted by telephone, videoconference or in person as determined by the Co-Chairpersons. As appropriate, provided that not less than two (2) Business Days' prior written notice has been given to the other Party, and subject to such other Party's approval (not to be unreasonably withheld, delayed or retained), other employees of the Parties may attend Joint Executive Committee meetings as observers. Either Party may also call a special meeting of a Joint Executive Committee (in person, by videoconference or teleconference) by at least ten (10) Business Days' prior written notice to the other Party in the event such Party reasonably believes that a significant matter must be addressed prior to the next regularly scheduled meeting, and such Party shall provide the Joint Executive Committee no later than ten (10) Business Days prior to the special meeting with materials reasonably adequate to enable an informed decision.

2.5. Joint Steering Committee (the "JSC").

2.5.1. **Composition.** The JSC shall be comprised of three (3) named representatives of each Party (or such other number as the Parties may agree) in addition to each Party's Alliance Manager who are members ex-officio. Promptly following the Effective Date, to the extent the Parties have not already done so, each Party shall designate by written notice to the other Party its initial representatives on the JSC. Each Party may replace one or more of its representatives, in its sole discretion, effective upon written notice to the other Party of such change. Either Party may, from time to time, invite additional representatives or consultants to attend JSC meetings, subject to such representative's and consultant's written agreement to comply with confidentiality obligations substantially the same as those set forth in article 8.

2.5.2. **Function and Powers of the JSC.** The JSC shall: (a) review and approve the Development Plan and the associated budget and any annual or interim updates and proposed amendments thereto; (b) direct and oversee the JRDC on all significant issues (c) review and approve the recommendations of the JRDC; (d) with respect to each Program, to validate the criteria of success of each Milestone proposed by the JRDC (the "Criteria of Success") and the achievement of each Milestone, provided that such validation shall be deemed reached if the corresponding Milestone Data meet the corresponding Criteria of Success(e) shall have overall responsibility for the oversight of the performance of the Clinical activities for each Program (f) direct and oversee any operating subcommittee on all significant issues; (g) validate and back-up the intellectual property strategy; (h) resolve disputed matters that may arise at the JRDC and the subcommittees, in accordance with Section 2.10, and (i) assume a general role of leadership in the partnership.

2.5.3. **Frequency of Meetings.** The Joint Steering Committee shall meet at least two (2) times per year or more or less often as otherwise agreed by the Parties, but in no event less than once annually and such meetings may be conducted by telephone, videoconference or in person as determined by the Co-Chairpersons. As appropriate, and provided that not less than two (2) Business Days' prior written notice has been given to the other Party, other employees of the Parties may attend Joint Steering Committee meetings as observers, but a Party shall not bring a Third Party to a meeting without the other Party's prior consent. Each Party may also call for special meetings of the Joint Steering Committee with reasonable prior written notice (it being agreed that at least ten (10) Business Days shall constitute reasonable notice) to resolve particular matters requested by such Party and within the decision-making responsibility of the Joint Steering Committee. Each Co-Chairperson shall ensure that its Joint Steering Committee members receive adequate notice of such meetings.

2.5.4. **Subcommittees.** The JSC may establish and disband such subcommittees as deemed necessary by the JSC. Each such subcommittee shall consist of the same number of representatives designated by each Party, which number shall be mutually agreed by the Parties. Each Party shall be free to change its representatives on written notice to the other Party or to send a substitute representative to any subcommittee meeting. Each Party's representatives and any substitute for a representative shall be bound by the obligations of confidentiality set forth in article 8. Except as expressly provided in this Agreement, no subcommittee shall have the authority to bind the Parties hereunder and each subcommittee shall report to the JSC.

2.6. Joint Research and Development Committee (the "JRDC").

2.6.1. **Composition.** The JRDC shall be comprised of four (4) named representatives of each Party (or such other number as the Parties may agree) in addition to each Party's Alliance Manager who are members ex-officio. Promptly following the Effective Date, to the extent the Parties have not already done so, each Party shall designate by written notice to the other Party its initial representatives on the JRDC. Each Party may replace one or more of its representatives, in its sole discretion, effective upon written notice to the other Party of such change. Either Party may, from time to time, invite additional representatives or consultants to attend JSC meetings, subject to such representative's and consultant's written agreement to comply with confidentiality obligations substantially the same as those set forth in article 8.

2.6.2. **Function and Powers of the JRDC.** The JRDC responsibilities shall include the following activities: (a) propose for approval by the JSC, the Development Plan(s), as well as any update, with respect to each Program, and the criteria of success for the Milestones, b) implement the Preclinical Development activities of the Collaboration (c) shall take responsibility for the performance of the Clinical activities for each Program (d) oversee the implementation of the Development Plan(s) and the Development operational aspects of the Program(s) (e) develop forecasts for Clinical Supply Requirements to enable the timely preparation of the Manufacturing Plan (h) oversee clinical and regulatory matters pertaining to Pre-Candidate Product(s), Candidate Product(s) or Products in the Field arising from the Development Plans, and review and approve protocols, statistical analysis plans, clinical study endpoints, clinical methodology and monitoring requirements for clinical trials of Candidate Product(s) and Product(s) in the Field as contemplated under the Development Plan(s) (i) evaluate the need and conduct biomarker strategy, (j) establish sub-committees of the JRDC, as appropriate.

2.6.3. **Frequency of Meetings.** The Joint Research and Development Committee shall meet at least once (1) time per quarter or more or less often as otherwise agreed by the Parties, but in no event less than twice annually and such meetings may be conducted by telephone, videoconference or in person as determined by the Co-Chairpersons. As appropriate, and provided that not less than two (2) Business Days' prior written notice has been given to the other Party, other employees of the Parties may attend Joint Steering Committee meetings as observers, but a Party shall not bring a Third Party to a meeting without the other Party's prior consent. Each Party may also call for special meetings of the Joint Research and Development Committee with reasonable prior written notice (it being agreed that at least ten (10) Business Days shall constitute reasonable notice) to resolve particular matters requested by such Party and within the decision-making responsibility of the Joint Research and Development Committee. Each Co-Chairperson shall ensure that its Joint Research and Development Committee members receive adequate notice of such meetings.

2.6.4. **Subcommittees.** The JRDC may establish and disband such subcommittees as deemed necessary by the JRDC. Each such subcommittee shall consist of the same number of representatives designated by each Party, which number shall be mutually agreed by the Parties. Each Party shall be free to change its representatives on written notice to the other Party or to send a substitute representative to any subcommittee meeting. Each Party's representatives and any substitute for a representative shall be bound by the obligations of confidentiality set forth in article 8. Except as expressly provided in this Agreement, no subcommittee shall have the authority to bind the Parties hereunder and each subcommittee shall report to the JRDC.

2.7. Co-Chairpersons.

Each Party shall appoint one of its members in each Committee to co-chair such Committee's meetings (each, a "Co-Chairperson"). The Co-Chairpersons shall (i) ensure the orderly conduct of the Committee's meetings, (ii) attend each Committee meeting (either in-person, by videoconference or telephonically), and (iii) ensure the preparation and issuance of written minutes of each meeting within thirty (30) days thereafter accurately reflecting the discussions and decisions of such meeting. Unless otherwise agreed, the Committee shall have at least one (1) representative with relevant decision-making authority from each Party such that the Committee is able to effectuate all of its decisions within the scope of its responsibilities. In the event the Co-Chair from either Party is unable to attend or participate in a Committee meeting, the Party who designated such Co-Chairperson may designate a substitute Co-Chairperson for the meeting in its sole discretion.

2.8. Quorum; Location.

Except where a Party fails to appoint a member or members to the JEC, JSC, JRDC or any subcommittee or fails to participate in meetings of the JEC, JSC, JRDC or any subcommittee, meetings of the JEC, JSC, JRDC and subcommittee, respectively, shall be effective only if at least one (1) representative of each Party is present or participating. The JEC, JSC, JRDC and subcommittee may meet either (a) in person at either Party's facilities or at such locations as the Parties may otherwise agree or (b) by audio or video teleconference; provided that no less than one (1) meeting during each Calendar Year shall be conducted in person. Additional meetings of the JEC, JSC, JRDC and subcommittee may also be held with the consent of each Party, or as required under this Agreement, and neither Party shall unreasonably withhold its consent to hold such additional meetings. Each Party shall be responsible for all of its own expenses incurred in connection with participating in all such meetings.

2.9. Cooperation.

Each Party shall provide the JSC such information as required under the Development Plan, or reasonably requested by the other Party and reasonably available, relating to the progress of the goals or performance of activities under the Development Plan.

2.10. Decisions.

Other than as set forth herein, in order to make any decision required of it hereunder, the Joint Steering Committee and the Joint Executive Committee must have present (in person, by videoconference or telephonically) at least the Co-Chairperson of each Party (or his/her designee for such meeting). The Parties will endeavor to make decisions where required of the JSC and JEC by consensus of the Co-Chairpersons and only following a unanimous vote, with each Party having one (1) vote. If a dispute arises which cannot be resolved within the Joint Research and Development Committee or within a Subcommittee, the Co-Chairpersons of either Party may cause such dispute to be referred to the Joint Steering Committee for resolution. If a dispute arises which cannot be resolved within the Joint Steering Committee, the Co-Chairpersons of either Party may cause such dispute to be referred to the Joint Executive Committee for resolution. Within the Joint Executive Committee, the Co-Chairperson of each Party shall try to reach a decision by mutual consent with respect to all matters during the Program Term, however in the event of disagreement between the Co-Chairperson, Servier Co-Chairperson shall have the final say.

2.11. Exceptions.

Notwithstanding the foregoing, neither Party in exercising its right to finally resolve a dispute pursuant to Section 2.10 shall have any power to amend, modify, or waive compliance with the terms of this Agreement.

2.12. Authority.

The JEC, JSC, JRDC and any subcommittee shall have only the powers assigned expressly to it in this article 2 and elsewhere in this Agreement, and shall not have any power to amend, modify or waive compliance with this Agreement. In furtherance thereof, each Party shall retain the rights, powers and discretion granted to it under this Agreement and no such rights, powers or discretion shall be delegated or vested in the JEC, JSC, JRDC or subcommittee unless such delegation or vesting of rights is expressly provided for in this Agreement or the Parties expressly so agree in writing.

2.13. Discontinuation of Participation on a Committee.

Each Committee shall continue to exist until the first to occur of (a) the Parties mutually agreeing to disband the Committee or (b) early termination of this Agreement pursuant to article 11.

2.14. Interactions Between the Joint Executive Committee, the Joint Steering Committee, the Joint Research and Development Committee and the Subcommittees.

The Parties recognize that while they will establish the JEC, JSC, JRDC and other Subcommittees for the purposes hereof, each Party maintains internal structures (including its own committees, teams and review boards) that will be involved in administering such Party's activities under this Agreement. The Parties shall establish procedures to facilitate communications between the JEC, JSC, JRDC and Subcommittees hereunder and the relevant internal committees, teams or boards within each Party in order to maximize the efficiency of the Parties' activities pursuant to this Agreement.

ARTICLE 3. DEVELOPMENT ACTIVITIES

3.1. Development of UCART19 Product.

Subject to Article 5.2 relating to Manufacturing aspects, Servier shall be responsible for conducting the Development of each UCART19 Product after the exercise of the Option to License. Upon Servier's request, Cellectis shall make reasonable efforts to assist Servier in the conduct of the part of the Development of the UCART19 Product towards the completion of the first Phase 1.

3.2. Development of Pre-Candidate and Candidate Products

3.2.1. Development of additional UCART19 Candidate Products.

If requested by Servier, Cellectis shall use its Commercially Reasonable Efforts to develop one or more additional UCART19 Candidate Products. Cellectis acknowledges and agrees that Servier has requested the development by Cellectis of the second UCART19 Product (UCART19 [***]). Cellectis agrees to generate data up to an IND or IMPD Enabling Data Package for such UCART19 [***] in accordance with and on the timelines set forth in the Development Plan set forth in the Program Activities. The Parties further acknowledge and agree that Servier and its US Partner may conduct research and development work on UCART19 [***] before the exercise of the Option to License. UCART19 [***] shall be treated as a Subsequent Product, unless the development of the lead UCART19 Product is ceased prior to the Commercialization stage, in which case such UCART19 [***] will become a lead product and the subsequent milestones for such product shall be payable at [***] instead of [***]. Additional UCART19 Product(s) will either be treated as new Pre-Candidate Product(s), new Candidate Product(s), Subsequent Product(s) or Substitute Product(s), as per Sections 3.2.3 and 3.4 of this Agreement. [***].

3.2.2. Development of the Pre-Candidate Products and Candidate Products up to IND or IMPD Enabling Data Package for UCART19 and UCART [***].

When applicable, Cellectis will use its Commercially Reasonable Efforts to initially generate data up to an IND or IMPD Enabling Data Package for [***] UCART [***] Candidate Product(s) pursuant to the Development Plan set forth in the Program Activities. For the sake of clarity, Cellectis would not be responsible for the filing of the IND and/or IMPD (or any other foreign equivalent), which shall be filed by Servier or its Designee. [***].

The Parties acknowledge and agree that Servier's intent is to request an IND or IMPD Enabling Data Package for [***] UCART [***] Products, one in liquid tumor indications and the other in solid tumor indications. In the event Servier decides to exercise its Option to License on such [***] UCART [***] Products, the second UCART [***] Product shall be treated as a new Product and the subsequent milestones for such Product shall be payable at [***].

3.2.3. Following identification and selection of an additional UCART19 Product, Pre-Candidate Product and Candidate Product and any additional UCART19 Product, Pre-Candidate Product and Candidate Product, Cellectis shall be responsible for conducting the Development activities of the corresponding additional UCART19 Product, Pre-Candidate Product and Candidate Product and any additional UCART19 Product, Pre-Candidate Product and Candidate Product until completion and delivery by Cellectis to Servier of an IND or IMPD Enabling Data Package, in accordance with the corresponding Development Plan set forth in the Program Activities and as defined by the JRDC and validated by the JSC. Servier and Cellectis shall cooperate closely in such Development. For any Development of a UCART19 or UCART [***] Pre-Candidate Product and Candidate Product

not initially planned in the Development Plan described in the Program Activities, the Parties shall meet in order to define the technical and financial conditions for such additional Development.

3.2.4. Notwithstanding the foregoing, Servier and its US Partner may conduct research work on UCART [***] Pre-Candidate Products and UCART [***] Candidate Products before the exercise of the Option to License, provided that all intellectual property generated in connection therewith that is owned by Servier and/or its US Partner specifically and solely related to the UCART [***] Pre-Candidate Products and/or the UCART [***] Candidate Products will form part of the Servier IP to be licensed to Cellectis in the absence of exercise of the Option to License pursuant to Section 4.1 (c) of this Agreement. Servier and/or its US Partner which is responsible for the filing of such intellectual property shall cooperate as regards the preparation, filing, prosecution and maintenance of all such patent rights worldwide and shall in particular inform and discuss with Cellectis in due time the patent strategy and of any material correspondence received and draft correspondence to be exchanged with the patent offices. Servier or its US Partner which is responsible for the filing of such intellectual property shall take into good faith consideration any Cellectis' proposal or comment. Cellectis will, and Servier or its US Partner will no longer, be responsible for preparation, filing, prosecution and maintenance of all such patent rights if such patent rights are licensed to Cellectis in the absence of exercise of the Option to License pursuant to Section 4.1 (c) of this Agreement. Should Servier or its US Partner develop any improvement to the Platform Patents (as defined in Section 7.2 of this Agreement) that is generated in the performance of the activities conducted pursuant to this Section 3.2.2., Servier will grant to Cellectis a worldwide, fully paid-up, royalty free, sublicensable, co-exclusive (together with Servier and its sublicensees (including the US Partner) for the performance of their rights and obligations under this Agreement and the US Sublicense) license under such improvement 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 products and process. Servier shall cause its US Partner to comply with the provisions of this Section 3.2.4.

3.2.5. Development of [***] Candidate Products

Cellectis will conduct Development activities with respect to [***] Pre-Candidate Product, in accordance with the Development Plan as attached hereto in Section B of Exhibit 4 and associated costs set forth in the Program Activities up to the In Vivo Data Package (the "[***] Development Plan"). Any change to the [***] Development Plan must be expressly approved in writing by both Parties.

3.2.6. Development of Other Pre- Candidate Products and Other Candidate Products

(a) Selection of the Candidate Products. Servier hereby acknowledges that Cellectis has provided In Vitro Data Package for [***], [***] and [***], and such In Vitro Data Package have been validated by Servier, and that Cellectis provided an In Vitro Data Package for [***]. Cellectis shall be diligent in the development of an In Vitro Data Package for Pre-

Candidate Product, to the extent such In Vitro Data Package is approved by the JSC. Upon reception by Servier of the In Vitro Data Package, Servier shall have the opportunity during [***] to raise questions regarding the In Vitro Data Package and the Pre-Candidate Product. Following that period, Cellectis has [***] to answer to Servier's questions to Servier's satisfaction. Then, Servier shall decide within [***] to turn this Pre-Candidate Product into a Candidate Product (hereinafter the "Candidate Product Selection"). For sake of clarity, Servier has no obligation to turn any Pre-Candidate Product into a Candidate Product and as a consequence has no obligation to pay the Milestone event "[***]" for a Pre-Candidate Product not turned into a Candidate Product.

(b) Development of the Other Candidate Products up to Phase 1. Cellectis shall be responsible for conducting the Development activities of the Other Candidate Product up to and including the end of Phase I, in accordance with the corresponding Program description as defined by JRDC and validated by the JSC and with the corresponding Development Plan. Cellectis shall prepare the Development Plan for each Other Candidate Product as described in the Development Plan. Cellectis shall prepare, file and prosecute all regulatory applications useful or necessary to obtain approvals at Cellectis name to develop the Candidate Product up to Phase 1 (e.g. Clinical Trial Application or equivalent), based on the Development Plan as previously agreed by the JSC. For sake of clarity, for any Development of a Pre-Candidate Product and Candidate Product not initially planned in the Development Plan, the Parties shall meet in order to define the technical and financial conditions for such additional Development.

3.2.7. If Servier does not turn a Pre-Candidate Product into a Candidate Product, Servier definitely waives its right under the Candidate Product and its associated Primary Target and associated Cellectis IP, Servier will have no further right under the Pre-Candidate Product and its associated Primary Target and its associated Cellectis IP.

3.2.8. Validation of Milestones achievement. For each of the following Milestone events indicated in Section A.3. of the Exhibit 1, [***] per Candidate Product" ""[***]" per Candidate Product", "[***] per Candidate Product" and "[***] per Candidate Product", Cellectis will develop a corresponding Milestone Data. Upon reception by Servier of each data package, Servier shall have the opportunity during [***] to raise questions regarding each data package and the Candidate Product(s). Following that period, Cellectis has [***] to answer to Servier's questions to Servier's satisfaction. Then the JSC may decide within thirty (30) days to validate or not the achievement of the corresponding Milestone on the basis of the corresponding Milestone Data.

3.3. Right of First Refusal on a Candidate Product. Should Cellectis wish to transfer (whether by way of a license or an assignment or the like) to a Third Party Candidate Product(s) for which Servier has exercised its Opt-Out Option as per section 3.6(a), Cellectis shall first propose such transfer to Servier who shall have the right to substitute itself to said Third Party and to execute corresponding agreement with Cellectis, within a period of [***] after having had the opportunity to review the latest data available, at the same terms and conditions than those proposed by Cellectis to said Third Party.

3.4. Development of Substitute Products and Subsequent Products.

The JSC may decide, at any time during the Program Term to add a Substitute Product or, at any time during the Term of this Agreement to add a Subsequent Product in the corresponding Program. Upon such decision of the JSC, the Substitute Product or the Subsequent Product will be considered as a Pre-Candidate Product or Candidate Product and any and all terms and conditions (except the financial ones as stated in Exhibit 1) related to a Pre-Candidate Product or Candidate Product provided in the present Agreement will apply to the Substitute Product or the Subsequent Product.

3.5. Failure to Develop a Product by Servier

Servier should use Commercially Reasonable Efforts for the Development of any Product after having exercised its Option to License in relation to such Product. However, should Servier decide to discontinue the Development of any Product after having exercised the Option to License in relation to such Product, then Servier shall promptly inform Cellectis of such situation and Servier shall terminate this Agreement in accordance with section 11.2.4.

3.6. Opt-Out Option.

(a) Servier has a right to opt-out from any Program in case Servier decides not to pursue such Program (the “Opt-Out Option”) as follows. Servier may exercise its Opt-Out Option within a period of [***] following the presentation by Cellectis to the JRDC of the corresponding Milestone Data (“Opt-Out Period”), by sending a written notification. In case the Opt-Out Option is exercised despite achievement of the Milestone by Cellectis as reviewed by the JRDC and validated by the JSC, all sums due for the achievement of such Milestone shall be paid by Servier to Cellectis.

(b) Subject to Section 3.3 “Right of First Refusal on a Candidate Product”, if Servier has exercised its right under the Opt-Out Option, the corresponding Candidate Product is considered as terminated under this Agreement. Consequently, such Program is considered as terminated and the rights granted by Cellectis to Servier under the corresponding Program shall automatically terminate and Cellectis shall have no further obligations towards Servier with respect to such Candidate Product. For sake of clarity, dispositions of Section 11.3 shall apply.

(c) At the end of the Opt-Out Period, if Servier has not exercised its Opt-Out Option, the payment corresponding to the Milestone validated by the JSC is due to Cellectis for the corresponding Candidate Product, and Cellectis shall continue further Development of the Candidate Product in accordance with this Section 3.

3.7. Subcontracting.

Cellectis may engage its Affiliates, and/or Third Party subcontractors (including contract manufacturing organizations or contract research organizations) to perform certain of its obligations under this Agreement. Any Third Party subcontractor to be engaged by Cellectis to perform Cellectis’ obligations set forth in this Agreement will meet the qualifications typically required by Cellectis for the performance of work similar in scope and complexity to the subcontracted activity. The activities of any such Third Party subcontractors will be considered activities of Cellectis under this Agreement. Cellectis will be responsible for ensuring compliance by any such Third Party subcontractors with the terms of this

Agreement. In any case in which Cellectis engaged a Third Party subcontractor, Cellectis will contractually agree to obtain sole ownership or secure a license (with the right to grant sublicenses) of all inventions, data, information developed by such Third Party subcontractor necessary for the Development of Pre-Candidate Product, Candidate Product or Product(s). Cellectis will remain responsible for any breach by a subcontractor of the terms of this Agreement or the applicable subcontractor agreement.

Cellectis will, and will contractually require that its sub-licensees, subcontractors and Affiliates, if any, use Commercially Reasonable Efforts to conduct the relevant Development activities in an effort to meet Cellectis' commitments with respect to such Programs and any development activities.

3.8. Clinical Trial Activities after Exercise of the Option.

After exercising its Option to License according to Section 4.1, Servier will be sole responsible for further Developing and Commercializing the Product(s). However, subject to Section 3.1, and except for UCART19 [***], and any other UCART19 Products, UCART19 Subsequent Products and UCART19 Substitute Products, Servier may request Cellectis to perform certain Development activities after Phase 1, on behalf of Servier and subject to a separate written agreement that will be negotiated by the Parties in good faith.

3.9. Data

During the Program Term, Cellectis shall promptly make available to Servier all Data generated by Cellectis and its Affiliates or on their behalf.

3.10. Non-Compete

During the Term, Cellectis undertakes not to perform (or have a Third Party performing on Cellectis's behalf) research on, development on, and/or commercialization of a product directed against a Target that is used for the same purpose than for its use with a Pre-Candidate Product, Candidate Product or Product ("**Primary Target**"). However, for sake of clarity and based on current knowledge, Cellectis may use the Target if it is not intended to directly trigger the destruction of tumors or tumor cells by the product but intended to provide specificity or additional functionalities to the product directed against another primary target. In this case, the Target is used necessarily in combination with another primary target to develop the product.

3.11. Right of First Negotiation

During the Term, Cellectis has the right to perform internal research activities on the selected Targets for other uses than as Primary Target(s). In the event Cellectis wishes to grant a license or transfer the outcome of such research activities to a Third Party, Servier will have a right of first negotiation. After Cellectis written notification of the existence of such outcome, Servier shall have the opportunity, during [***] from the receipt of said notification, to raise questions regarding the outcome. Following that period, Cellectis has [***] to answer to Servier's questions to Servier's satisfaction. Then, Servier shall decide, within [***] from the Cellectis's answer, if it wishes to exercise its right of first negotiation to obtain a license on such outcome. The Parties will then have [***], from the notification by Servier to exercise its right of first negotiation, to reach an agreement as to the licensing terms and conditions pertaining to such outcome.

ARTICLE 4. GRANT OF RIGHTS TO SERVIER

4.1. Exclusive Option to License.

(a) Cellectis hereby grants to Servier, and Servier accepts, an exclusive option, exercisable according to the conditions set forth in Section 4.1 (b), to obtain, on a Product-by-Product basis, an exclusive license under each Product (the "Option to License").

(b) Exercise of the exclusive Option to License.

With respect to Other Candidate Products and [***] Candidate Products, Servier shall have the opportunity during [***] to raise questions regarding the Phase 1 Data Package, and the corresponding Candidate Product. Following that period, Cellectis has [***] to answer to Servier's questions to Servier's satisfaction. Then, Servier may, during the following [***], exercise the Option to License for the corresponding Candidate Product, by sending a written notification to Cellectis.

With respect to each UCART [***] and UCART19 Candidate Products, the Option to License shall be exercisable by Servier as of:

(i) the validation by Servier of the IND or IMPD Enabling Data Package submitted by Cellectis (provided that upon reception by Servier of an IND or IMPD Enabling Data Package for a Candidate Product, Servier shall have [***], to validate or not the IND or IMPD Enabling Data Package), and

(ii) the provision of the first validated GMP batch for such Candidate Product.

For the avoidance of doubt, should Servier not validate an IND or IMPD Enabling Data Package, as appropriate, or does not exercise the corresponding Option to License within the timelines described in Section 4.1 (b), then the terms of the article 4.1 (c) of this Agreement shall apply to the corresponding Candidate Product.

For the avoidance of doubt, the Parties understand and agree that Option to License will be exclusive, and unless and until Servier exercises its right to the Option to License with respect to any relevant Candidate Product, neither Cellectis nor any of its Affiliates will have the right to offer or negotiate with any Third Party regarding the grant to such Third Party of any right or license in or to Candidate Product. However, Cellectis shall remain free to use said Candidate Product for its internal research.

(c) Non-exercise of Option to License. In the event Servier fails to notify Cellectis of its election, or elects not to exercise its Option to License, Servier's rights to such Candidate Product shall terminate and Cellectis shall have no further obligations towards Servier with respect to such Candidate Product, and Cellectis may independently pursue all activities related to such Candidate Product and/or license-out the Candidate Product and the associated Cellectis IP , Joint IP and Servier IP to a Third Party. To that end, Servier grants to Cellectis a non-exclusive, sublicensable, royalty-bearing license on Servier's IP (the "License to Cellectis").

Notwithstanding the foregoing, in consideration for the License to Cellectis and for Servier's financial contribution to the Development of the Candidate Product, Cellectis will pay to Servier the following payments, to the extent that the said Candidate Product is Covered by a Valid Claim of Servier Patents:

(i) If Servier terminates the license with respect to a Candidate Product [***], Cellectis shall pay to Servier [***] of the Net Revenues it receives from a Third Party ;

(ii) If Servier terminates the license [***], Cellectis shall pay to Servier [***] of the Net Revenues it received from a Third Party ;

(iii) If Servier terminates the license with respect to a Product [***], Cellectis shall pay [***] of Net Revenues for such Product.

(d) Prior Exercise of Option to License.

1. As of the Effective Date, and retroactive to the Amendment No. 1 Date, Servier has exercised its Option to License UCART19 [***], according to the terms of the Agreement, and Cellectis has acknowledged the exercise of such Option to License UCART19 [***]. The parties acknowledge that the related payments under Exhibit 1 have been made in accordance with the terms provided therein.

2. Without prejudice of Sections 3.5 and 4.2 (c), at the Effective Date, the Parties acknowledge that Servier is conducting [***] for UCART19 [***], in which (i) Servier used Commercially Reasonable Efforts to start [***] the [***], and (ii) [***].

As of the Effective Date, the Parties acknowledge that Cellectis has performed, in its own name and in consultation with Servier, the filing of the Clinical Trial Applications in the [***] for the first Phase I of UCART19 [***], and used its Commercially Reasonable Efforts to perform such filings no later [***]. Effective upon the filing of the Clinical Trial Application referred to above, the responsibility to conduct the Phase I studies related to the UCART19 [***] was transferred to Servier, which became the sponsor of such Phase 1 studies. To the extent required after the Effective Date, Cellectis will cooperate with Servier in connection with such transfer as provided in Section 5.1 of the Agreement.

Servier shall regularly inform Cellectis of the progress of the studies and respond to any reasonable request from Cellectis in connection with the performance of [***] Phase 1 study. With respect to [***] Phase 1 study, Servier will copy Cellectis on any CIOMS and/or MedWatch form(s) and [***] and will provide Cellectis on an ongoing basis with [***] and will provide Cellectis through the JRDC members [***]. The information obligation contained in the preceding sentence shall also apply with respect to other UCART19 Products, Subsequent Products or Substitute Products and the UCART [***] Products, Subsequent Products or Substitute Products (including the first and second UCART [***] Products) if and when the corresponding Option to License is exercised by Servier pursuant to the Agreement. Servier will provide to Cellectis the [***]. Cellectis may communicate material results related to UCART19 [***] (including without limitation such intermediate results) as well as on any compassionate uses of UCART19 Product, subject to Servier's prior prompt written approval as to the form and content of such communication, which approval will not be unreasonably withheld or delayed.

Cellectis shall have the right to use or have used all the data generated by Cellectis or its subcontractors in the course of the development of the Product Candidates and Products for the development of its own products.

3. The exercise of the Option to License for the UCART19 [***] shall not relieve either Party's obligation regarding the development of such UCART19 [***], and the payments related thereto, and in particular:

(i) Section 5.1 of the Agreement, to the extent necessary for Servier to conduct its activities as contemplated in this Section 4.1(d). In particular, Cellectis shall provide Servier with the relevant documentation in Cellectis' possession reasonably necessary for Servier to conduct the Phase 1 studies of UCART19 [***]; and

(ii) subject to the specific conditions set forth below, the payment by Servier of the royalties and milestones under Exhibit 1 of the Agreement.

4.2. Servier Rights and Obligations Upon Exercise of Option.

(a) Exclusive License. Upon Servier's exercise of its Option to License for a given Product, Cellectis shall grant to Servier, during the Term, (i) an exclusive (even as to Cellectis) worldwide license, with the right to grant sublicenses, under Cellectis IP other than the [***] Cellectis Patents, to Develop, have developed, manufacture, have manufactured and Commercialize said Product in the Field, and (ii) a worldwide license under the [***] Cellectis Patents as set forth in and pursuant to Section 4.3 for said Product in the Field.

(b) The Parties hereby acknowledge that Servier exercised its Option to License UCART19 [***] as of the Effective Date, and retroactive to the Amendment No. 1 Date, and pursuant to such exercise Cellectis hereby grants to Servier as of the Amendment No. 1 Date a license in respect of the rights set forth in Section 4.2(a) for UCART19 [***] as per the terms of this Section 4.2 and this Agreement. With respect to each Product elected by Servier, through its Option to License, Servier will assume full responsibility, at its expenses, for the further Development, manufacture and Commercialization of such Product in the Field.

(c) Upon Servier's exercise of the Option to License for a given Product, Servier will use, and will ensure that its Affiliates, Servier Sublicensees, and subcontractors use Commercially Reasonable Efforts in Developing and Commercializing the corresponding Product in the Targeted Indications and the Targeted Territory, and are in compliance with this Agreement.

(d) Upon Servier's exercise of its Option to License for a given Product and subject to the terms and conditions of the Agreement, Cellectis hereby grants to Servier and its Affiliates, on a country by country basis throughout the world (i) the right to use [***] engineered by Cellectis pursuant to this Agreement for Development of the Product, [***], and (ii) [***], an exclusive (even as to Cellectis) license to the [***] Cellectis Patents to use

the [***] engineered by Cellectis 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 such Product, without the right to grant sublicenses, provided that Servier may sublicense solely in relation to a transaction involving, with respect to all [***] Cellectis Patents, only the [***] Cellectis Patents owned by Cellectis and/or owned by [***]. Notwithstanding the foregoing, Servier hereby acknowledges and agrees that, at Servier's direction, Cellectis shall have the right and obligation to promptly and diligently grant licenses and rights under the [***]Cellectis Patents to US Partner or subcontractor designated by US Partner, or any other third party designated by US Partner and agreed to by Servier, in respect of the Servier Products in the Field in the US Partner Territory, and Servier's license and other rights under the [***] Cellectis Patents shall be limited accordingly so long as the relevant licenses in this Agreement (or any other relevant licenses entered into pursuant to the terms thereof) remain in effect. For the sake of clarity and notwithstanding anything to the contrary in this Agreement, the license granted to Servier by Cellectis herein does not give Servier the right (i) to [***] or (ii) to sublicense the [***] Cellectis Patents other than in relation to a transaction involving, with respect to all [***] Cellectis Patents, only the [***] Cellectis Patents owned by Cellectis and/or owned by [***].

(e) Upon exercise of the Option to License on a Product-by-Product basis, and upon Servier's written direction, Cellectis shall have the right and obligation to promptly and diligently grant a direct license, on a country by country and Product by Product basis, under the [***] Cellectis Patents to any Servier Sublicensee, provided that the grant of such license to the extent involving [***] Cellectis Patents licensed to Cellectis [***], must include a license in respect of all of the [***] Cellectis Patents and will (i) correspondingly limit the license grants to Servier in Section 4.2(d), and (ii) provide the Servier Sublicensee with a similar right to obtain a direct license from Cellectis consistent with, and to the extent of, the sublicense rights the Servier Sublicensee otherwise receives from Servier with respect to the Cellectis Patents other than the [***] Cellectis Patents, provided that the grant of such direct license will correspondingly limit such license grants to such Servier Sublicensee. Cellectis shall promptly and diligently execute a license agreement with Servier and such Servier Sublicensee for the purpose of granting such license to the Servier Sublicensee and limiting the corresponding license grant to Servier in Section 4.2(d). The parties hereby acknowledge that any such negotiations would be solely to limit Servier's rights herein for the benefit of such Servier Sublicensee and, as such, the parties agree and acknowledge that no additional consideration would be due to Cellectis as no additional rights would be granted. The parties further agree and acknowledge that all consideration due to Cellectis under the Agreement has been valued fairly and equitably in good faith, and would not be reduced or otherwise amended because of any limitation of Servier's rights for the benefit of a Servier Sublicensee. The parties acknowledge and agree that any rights or licenses that may hereafter be granted by Cellectis at the written direction of Servier as contemplated by this Section 4.2(e) are rights or licenses that were provided to Servier pursuant to this Agreement in accordance with the broad collaboration and development activities contemplated by the Agreement, and therefore Cellectis has already received (or, in the future and in accordance with the terms of this Agreement, will have the right to receive) compensation that Cellectis and Servier have determined is fair and equitable and that Cellectis shall therefore not have the right to any additional compensation from Servier or any other person or entity in connection with the foregoing.

4.3. Rights Among Cellectis, Servier and US Partner.

(a) Subject to the terms of this Agreement, at the written direction of US Partner and in furtherance of and pursuant to the US Partner Collaboration Agreement and the transactions contemplated thereby on a US Partner Product-by-US Partner Product basis, Cellectis hereby grants to Servier and its Affiliates (i) the right to use the [***] engineered by Cellectis pursuant to the US Partner Collaboration Agreement to develop US Partner Products, until, in each case, the filing of an IND for each US Partner Product as directed by US Partner, in the US Partner Product Field, in the Servier Territory, and (ii) a fully paid-up and royalty free (with respect to Cellectis), exclusive (even as to Cellectis) license under the [***] Cellectis Patents, 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 such US Partner Product, in each case solely in the US Partner Product Field in the Servier Territory, without the right to grant sublicenses, provided that Servier may sublicense solely in relation to a transaction involving, with respect to all [***] Cellectis Patents, only the [***] Cellectis Patents owned by Cellectis and/or owned by [***], and Cellectis shall further have the obligation to grant licenses and rights under the [***] Cellectis Patents to subcontractors as directed by Servier, and to other third parties as directed by Servier and agreed to by US Partner, pursuant to and as contemplated by the US Partner-Servier Agreement in respect of the US Partner Products (as directed in writing by US Partner) in the US Partner Product Field in the Servier Territory, and Servier's license and other rights under the [***] Cellectis Patents shall be limited accordingly so long as the relevant licenses in the US Partner Collaboration Agreement (or any other relevant licenses entered into pursuant to the terms thereof) remain in effect. For sake of clarity, the license granted to Servier by Cellectis herein does not give Servier the right to [***]. For further sake of clarity, Servier does not have the right to grant any sublicenses in respect of the rights licensed to it pursuant to Section 4.3(a) herein other than in relation to a transaction involving, with respect to all [***] Cellectis Patents, only the [***] Cellectis Patents owned by Cellectis and/or owned by [***], and any purported sublicense so made by Servier shall be null and void ab initio, provided that the foregoing is without limitation of Servier's rights that are set forth in Section 4.2(e) hereof.

(b) Servier hereby consents to the license directed by Servier and granted by Cellectis to US Partner pursuant to the US Partner Collaboration Agreement, as amended, and the licenses that may hereafter be granted by Cellectis at the written direction of US Partner as agreed to by Servier pursuant to the terms thereof. The parties acknowledge and agree that any rights or licenses that have been granted to US Partner at Servier's written direction to Cellectis (including any expansions of such rights or licenses, pursuant to this Agreement, that Servier directs Cellectis in writing to grant to US Partner), or that may hereafter be granted by Cellectis at the written direction of US Partner and agreed to by Servier relating to those same rights granted to US Partner, are rights or licenses that were provided to Servier pursuant to this Agreement in accordance with the broad collaboration and development activities contemplated hereunder, and therefore Cellectis has already received (or, in the future and in accordance with the terms of this Agreement, will have the right to receive) compensation that Cellectis and Servier have determined is fair and equitable and that Cellectis shall therefore not have the right to any additional payments or compensation from US Partner, Servier or any other person or entity in connection with the foregoing. Without limiting the foregoing, the parties agree and acknowledge that all consideration paid or to be paid, whether one-time payments,

milestone payments, royalty payments or otherwise, to Cellectis under the US Partner Collaboration Agreement or this Agreement shall not be reduced or otherwise modified or amended because of the license granted to US Partner or other third parties as contemplated hereby.

(c) The parties further acknowledge and agree that any rights or licenses that have been granted by Cellectis to US Partner at Servier's written direction to Cellectis (including any expansions of such rights or licenses, pursuant to this Agreement, that Servier directs Cellectis in writing to grant to US Partner), or that may hereafter be granted by Cellectis at the written direction of US Partner and agreed to by Servier relating to those same rights granted to US Partner, shall terminate on a Servier Product-by-Servier Product basis upon the earlier to occur of (i) termination or expiration of the license granted by Cellectis to Servier in respect of the [***] Cellectis Patents in further respect of a Servier Product pursuant to this Agreement, or (ii) on a Servier Product-by-Servier Product basis, termination or expiration of the license granted by Servier to US Partner in respect of a Servier Product pursuant to the US Partner-Servier Agreement (as amended from time to time).

ARTICLE 5. TRANSFER AND SUPPLY

5.1 Cellectis Transfer Cooperation.

Upon Servier's exercise of the Option to License, Cellectis will provide Servier with any information, materials and data, Competent Authorities' approval available to it and reasonably necessary for Servier to continue the Development, Manufacturing and/or Commercialization of the Product, and Cellectis will cooperate with Servier to provide transfer of such information, materials and data as soon as reasonably practicable after the Option to License is exercised.

Prior to the Effective Date, Cellectis has provided to Servier (i) [***] and (ii) [***] (the "CMO Terms"). [***].

5.2 Supply of Product.

Except for UCART19 [***], and any other UCART19 Products, UCART19 Subsequent Products and UCART19 Substitute Products, upon exercise of the Option to License with respect to a given Program, and upon Servier's request, Cellectis shall Manufacture or have Manufactured in compliance with cGMP the corresponding Products for Servier's benefit until the end of the Phase II studies to be conducted by Servier, its Affiliates or its Servier Sublicensees, subject to a written supply and quality agreements whose terms and conditions shall be negotiated in good faith between the Parties within a period [***] upon exercise of each Option to License. The supply price of the Product (in finished form) shall be at manufacturing costs, incurred by Cellectis, plus [***].

Servier may elect at any time before entering into the first Phase II studies but after the exercise of the corresponding Option to License for any Product, to have the manufacture of such Products transferred to by Cellectis or its designee, at Servier's costs, to Servier,

its US Partner or its Designee reasonably acceptable to Cellectis. The Parties will execute a tri-partite technology transfer agreement between Servier, the Contract Manufacturing Organization and Cellectis, provided that Cellectis will transfer (or will have transferred) to the Contract Manufacturing Organization the know-how, material and data necessary for the proper manufacturing of the Products.

For sake of clarity, except for UCART19 [***], and any other UCART19 Products, UCART19 Subsequent Products and UCART19 Substitute Products Cellectis (or its designee, under Cellectis' responsibility) shall use diligent efforts to perform the technology transfer to Servier, its US Partner or its Designee necessary for Servier to conduct the manufacturing of each Product. Such technology transfer will be made on a Product-by-Product basis (provided that once such technology transfer has been made for a Product, it is deemed to be made for any subsequent Products, Subsequent Products and Substitute Products directed against the same Target to the extent that in such case and if the manufacturing of such subsequent Product, Subsequent Products and Substitute Products requires additional technology transfer due to subsequent changes, Cellectis shall use its Commercially Reasonable Efforts to provide reasonable support to Servier, its US Partner or its Designee with respect to such technology transfer), and will start at Cellectis' discretion within [***] following:

(i) election by Servier to have the manufacture of the Products transferred by Cellectis or its designee, at Servier's costs, to Servier or its Designee;

(ii) sending by Servier to Cellectis of a written waiver of Servier's rights under Section 5.2 paragraph 1 to request Cellectis to manufacture or have manufactured such Product, Subsequent Product and Substitute Product directed against the same Target (under conditions specified above) until the end of Phase II, such waiver will nonetheless be effective only once the technology transfer will be successfully and timely completed.

ARTICLE 6. PAYMENTS AND MILESTONES

6.1. Servier undertakes to pay license fees, milestone payments and royalties to Cellectis in accordance with the terms and conditions set forth in Exhibit 1.

6.2. Reimbursement of costs incurred by Cellectis

6.2.1. For the two first UCART [***] Candidate Products and the second UCART19 Candidate Product (UCART19 [***])

In consideration of the work performed by Cellectis relating to the development of the two first UCART [***] Candidate Products and the second UCART19 Candidate Product up to the final delivery of the IND/IMPD Enabling Data Package, Servier will pay Cellectis on a full time equivalent basis ([***]) with respect to [***], upon submission of a quarterly invoice together with all supporting documentation with respect to the costs incurred. The FTE rate shall be adjusted annually on each anniversary date of this [***] by an amount equal to the percentage increase for the last quarter preceding such anniversary date of the "Indice des salaires de base des ouvriers de l'industrie pharmaceutique" index n°1567381 published by

the INSEE. The costs incurred by Cellectis relating to the development of the first UCART [***] Candidate Product for the "[***]" from the achievement of the last milestone paid by Servier related to the first UCART [***] Candidate Product up to the Amendment No. 1 Date amount to [***] in the aggregate, which was paid by Servier to Cellectis.

As a consequence, the milestone payment due under Exhibit 1 of this Agreement for the second UCART19 Candidate Products and the first and second UCART [***] Candidate Products shall no longer apply and will not be due by Servier to Cellectis upon achievement of the corresponding Milestone events, except for the milestone "[***]" that continue to apply to such Candidate Products.

6.2.2. For [***] Candidate Product.

In addition to all payments due under Article 6 of this Agreement, Servier shall pay Cellectis:

(i) the FTE costs corresponding to the activities performed by Cellectis as per the [***] Development Plan, as estimated in the [***] Development Plan and adjusted by Cellectis according to the activities actually performed by Cellectis, provided that a minimum of [***] per quarter is due by Servier. At the [***] and may increase according to "Indice des salaires de base des ouvriers de l'industrie pharmaceutique" index n°1567381 published by the INSEE; and

(ii) the external costs incurred by Cellectis for the performance by Cellectis of Development activities pursuant to the [***] Development Plan, as quarterly reported by Cellectis. Such payment will be made on a pass-through basis (i.e. without a markup, but including handling and administration costs), upon submission of a quarterly invoice together with all supporting documentation with respect to the costs incurred.

All payment due under this Article shall be paid quarterly within [***] of receipt of the corresponding invoice. For sake of clarity, penalties set forth in Section 6.3.4 of this Agreement shall apply to any late payment of fees pursuant to the present section.

The Parties acknowledge that [***]. For sake of clarity, such costs shall be comprised within the total amount of costs estimated to be incurred by Cellectis under the [***] Development Plan.

For clarity, the FTE costs and external Cost indicated in the [***] Development Plan are estimated costs.

6.3. Payment Terms

6.3.1. All sums due hereunder to either Servier or Cellectis will be payable in Euros, by bank wire transfer in immediately available funds to such bank account(s) as the Parties will designate. Each Party will notify the other as to the date and amount of any such wire transfer at least seven (7) days prior to such transfer.

6.3.2. Except as otherwise set forth herein, all other payments due hereunder will be paid within [***] following receipt of an invoice requesting such payment.

6.3.3. Invoices. All invoices provided to a Party hereunder should include the receiving Party's bank details, the contact name for issue resolution and will be marked for the attention of the alliance manager assigned to this Agreement, whose name will be provided by the Parties to each other.

6.3.4. Late Payment Penalties. Interest shall accrue on any late payment of fees owed to the receiving Party not made on the date such payment is due, at an annual interest rate equal to the lesser of the Euribor 1 month fixed by the European Central Bank plus three percent (3%) or the highest rate permissible by law, with such interest accruing from the date the payment was originally due to the receiving Party, and any late payment pursuant to this Section shall be credited first to interest and then to any outstanding fees. This Section shall in no way limit any other rights and remedies available to the Party to whom payment is owed, whether arising under this Agreement or at law or in equity.

6.4. Reports and Audits.

(a) Milestone Payment Reports. After each Option Date, and on a Product-by-Product basis, Servier shall report each event that triggers a payment to Cellectis pursuant to Exhibit 1, within ten (10) business days of the occurrence of such event. Cellectis will then prepare an invoice to Servier for the same, such payment shall be due within [***] from the invoice date. If no event has been reached, this shall be reported once a year within [***] following the 1st of January of each contractual year.

(b) Sales Payment Reports. After the First Commercial Sale by Servier, its Affiliates or its Subcontractor of a Product requiring the payments due to Cellectis pursuant to Exhibit 1, Servier shall send to Cellectis an annual written reports within [***] following the 1st of January of each contractual year. Such report shall state, for the previous contractual year, the number and description of each Product sold, by country, the corresponding Net Sales and the calculation of Milestone and royalties due. Concurrently with the sending of such reports, Servier shall pay to Cellectis royalties and/or milestones due at the rates specified in Exhibit 1.

(c) Records; Inspection. Servier shall keep complete, true and accurate books of account and records for the purpose of determining the royalty amounts or Milestone payment amounts payable under this Agreement. Such books and records shall be kept at the principal place of business of such Party, as the case may be, for at least [***] following the end of the [***] to which they pertain. Servier shall make such account and records available, on reasonable notice sent by Cellectis, for inspection during business hours by an independent auditor nominated by Cellectis and reasonably acceptable for Servier, for the purpose of verifying the accuracy of any statement or report given by Servier pursuant to Section 6.4 (a) and (b). The auditor shall be required to keep confidential all information learnt during any such inspection, and to disclose to Cellectis only such details as may be

necessary to report the accuracy of Servier's statement and/or report. Cellectis shall be responsible for the auditor's costs, unless the auditor certifies that there a variation or error producing an increase exceeding five percent (5%) of the royalty amount stated for any period covered by the inspection, then all reasonable costs relating to the inspection for such period and any unpaid amounts that are discovered shall be paid promptly by Servier, together with interest thereon from the date such were due at the lesser of the legal rate fixed by the European Central Bank plus two percent (2%) or the highest rate permissible by law, and any pursuant to this Section shall be credited first to interest and then to any outstanding royalties.

ARTICLE 7. INTELLECTUAL PROPERTY AND PATENT RIGHTS

7.1. Inventions and Intellectual Property Ownership.

(a) Inventions. Ownership of inventions shall be determined according to the rules in effect at the time of invention in the country where the invention is made.

(b) Sole Inventions. Each Party shall own all inventions, Know-How and other intellectual property, whether or not patentable, conceived and made solely by its or its Affiliates' own employees, agents, or independent contractors in the course of conducting its or its Affiliates' activities under this Agreement, together with all intellectual property rights therein ("Sole Inventions").

(c) Joint IP shall be co-owned equally by the Parties. Each Party shall have a right of first refusal to any assignment of its interest into a Joint Patent by a Party (the "Assigning Party") to any Third Party. Should the Assigning Party wish to assign such Joint Patent to a Third Party, the Assigning Party shall first propose such assignment to the other Party who shall have the right to substitute itself to said Third Party within a period of [***].

Parties agree to share the exploitation of the Joint IP as follow:

(i) Servier shall have the sole right to exploit, directly or indirectly, the Joint IP that covers specifically and solely a Pre-Candidate Product, Candidate Product or Product (the "Product Joint IP") without any financial compensation to Cellectis, and Cellectis shall have the right to use such Product Joint IP solely to perform its rights and obligation as contemplated in this Agreement.

(ii) Cellectis shall have the sole right to exploit and sublicense Joint IP that does not cover specifically and solely a Pre-Candidate Product, Candidate Product or Product (the "Platform Joint IP") without any financial compensation to Servier, and Servier shall have the right to use such Platform Joint IP to perform its rights and obligation as contemplated in this Agreement.

(d) Background IP. Each Party will own all right, title and interest in its Background IP.

7.2. Patent Prosecution.

(a) Cellectis Patent(s). Cellectis will be responsible, at its own cost for preparing, filing, prosecuting and maintaining all Cellectis Patents and conducting any interferences,

re-examinations, reissues and oppositions relating to such Patents. Cellectis shall seek patent protection on all Cellectis Patents. Cellectis and its Affiliates have the right to cease all activities relating to the preparation, filing, prosecution and/or maintenance of any Patents as provided in this Section 7.2(a) if Cellectis or its Affiliates question the patentability of such Patents and/or such Patents do not cover Pre-Candidate Product, Candidate Product or Product, in which case Cellectis will promptly inform Servier of such planned cessation and Servier may, upon providing written notice to Cellectis, at its own choice, either assume responsibility, at Cellectis' costs for the preparation, filing, prosecution and/or maintenance of such Patents, or rescind this Agreement.

With respect to Patents within the Cellectis Patents that cover specifically and solely a Candidate Product or a Product ("**Product Patents**"), Cellectis remains solely responsible for preparing, filing, prosecuting, and maintaining Product Patents aiming to cover a Pre-Candidate Product, Candidate Product and/or Product in [***] ("**Initial Countries**") at its own costs up to the exercise of the Option to License for the corresponding Candidate Product. For clarity, Cellectis would seek for patent validation for Pre-Candidate Products and Candidate Products in [***].

Before the exercise of the Option to License, should Servier wish to have the patent protection of Product Patents extended in territories other than the Initial Countries (the "Additional Countries"), it shall inform Cellectis of its wish, by providing a written notice at least [***] in advance of the deadline for filing in such Additional Countries, a list of the Additional Countries. Cellectis will then seek patent protection for such requested Additional Countries, provided that Servier shall reimburse Cellectis any reasonable costs and expenses (including patent attorney costs) incurred by Cellectis in connection with such extension. Cellectis shall further regularly inform Servier in due time with respect to the prosecution actions (including office actions or official actions from patent offices of such Additional Countries) and any required action in connection with the maintenance of such Cellectis Patents in the Initial Countries and Additional Countries.

After exercise of the Option to License, with respect to Product Patents, Servier shall have the first right and responsibility at its own cost for preparing, filing, prosecuting and maintaining all such Patents, provided that Servier shall copy Cellectis on any material correspondence with its intellectual property counsel and consult Cellectis for any draft correspondence to be exchanged with patent offices. If Servier intends to cease prosecuting any such Patents, it shall inform Cellectis with sufficient advance notice to allow Cellectis to take over such prosecution if Cellectis so wishes. Servier shall not take any actions which can materially affect the scope, the validity and enforceability of the Product Patents, without Cellectis' prior written consent.

For sake of clarity, Cellectis remains fully responsible for the Cellectis Patents that does not cover specifically and solely a Pre-Candidate or a Candidate Product ("**Platform Patents**"), provided that Cellectis shall regularly inform Servier in due time with respect to the prosecution actions (including office actions or official actions from worldwide patent offices) and any required action in connection with the maintenance of such Platform Patents.

(b) Servier Patent(s). Servier will be responsible, at its own cost for preparing, filing, prosecuting and maintaining all Patents covering the Servier Patents and conducting any interferences, re-examinations, reissues and oppositions relating to such Patents.

(c) Joint Patent(s). So long as Servier has not exercised the Option to License as indicated in section 4.1 above (Exercise of the exclusive Option to License), the provision of section 7.2(a) above shall apply. As soon as Servier has exercised the Option to License as indicated in section 4.1 above (Exercise of the exclusive Option to License), the provision of section 7.2 (b) above shall apply. Should a Party (the "Abandoning Party"), in charge of the prosecution of the Joint IP, decide not to protect, prosecute or maintain the protection of Joint Patent, such Abandoning Party shall inform the other Party (the "Non-Abandoning Party") reasonably in advance so that such Non-Abandoning Party may elect to pursue said protection and/or maintenance of said protection in its own name. In such case, the Non-Abandoning Party shall have full ownership of and title to said Joint Patent.

(d) The Parties shall cooperate as regards the preparation, filing, prosecution and maintenance of the Product Patents worldwide. The filing Party shall in particular inform the other Party in due time about the patent and about material correspondence received and draft correspondence exchanged with the patent offices.

Each Party shall take into good faith consideration any other Party's proposal or comment related to Product Patents.

7.3. Patent Term Extensions.

The Parties will cooperate with each other in gaining Patent term extension where applicable to Candidate Product or Products.

7.4. Defense and Settlement of Third Party Claims.

From the Effective Date and until Servier's exercise of its Option to License for a given Pre-Candidate Product or Candidate Product, if a Third Party asserts (including any assertion that arises from activities occurring after the 2014 Agreement Date and before the Effective Date) that a patent right or other right owned by it is infringed by the manufacture, use, sale or importation of the given Pre-Candidate Product or Candidate Product in the Territory by Cellectis, Cellectis shall have the sole right to defend against any such assertions at its sole cost and shall immediately inform Servier of such assertion.

After Servier has exercised its Option to License for a given Product, if a Third Party asserts that a patent right or other right owned by it is infringed by the manufacture, use, sale or importation of the given Product in the Territory by Servier, Servier shall have the sole right to defend against any such assertions at its sole cost. Cellectis shall reasonably assist Servier and cooperate in any such litigation at Servier's request, and Servier shall reimburse Cellectis any reasonable, documented, out-of-pocket costs incurred in connection therewith. Subject to such control, Cellectis may join any defense and settlement pursuant to this Section 7.4 (Defense and Settlement of Third Party Claims), with its own counsel at its sole cost. Servier shall seek and reasonably consider Cellectis' comments before determining the strategy for such matter. Without limiting the foregoing, Servier shall keep Cellectis advised of all material communications, actual and prospective filings or submissions regarding such action, and shall provide Cellectis copies of and an opportunity to review and comment on any such communications, filings and submissions. Servier shall not settle or consent to the entry of any judgment in any such action without Cellectis's prior written consent, not to be unreasonably withheld or delayed. Servier shall keep Cellectis fully informed of all claims and actions governed by this Section 7.4 (Defense and Settlement of Third Party Claims). In the event Servier becomes engaged in: (i) settlement

discussions with a Third Party that has specifically asserted that a patent right of such Third Party would be infringed by the use, sale or importation of the Pre-Candidate Product or Candidate Product or Product; (ii) settlement discussions of an interference involving a patent corresponding to a Cellectis Patent; Servier shall keep Cellectis reasonably informed of the status of such discussions; and (b) Servier shall consider in good faith any comments or suggestions of Cellectis.

7.5. Enforcement.

Each Party shall promptly notify the other Party in writing if it reasonably believes that any Cellectis IP or Joint IP are infringed or misappropriated by a Third Party in the Territory.

Prior to Servier's exercise of its Option to License.

Cellectis shall have the sole right, but not the obligation, to enforce Cellectis IP and Joint IP against any actual, alleged or threatened infringement or misappropriation by Third Parties in the Territory, at Cellectis' sole cost.

From and after Servier's exercise of its Option to License.

If a Party has knowledge that a Third Party is making, using, selling a product in the Field in the Territory that infringes or may infringe a Cellectis IP or a Joint IP, such Party shall promptly notify the other Party in writing of the possible infringement and such notice shall describe in detail the information suggesting the infringement of the Cellectis IP or the Joint IP.

Prior to commencing any action to enforce a Cellectis IP or a Joint IP, the Parties shall diligently enter into good faith negotiations on the desirability to bring a suit, the Parties to the action and the selection of counsel, and any such matters as the Parties need to discuss.

If Servier is the Party designated by the Parties to initiate the action (such decision shall be subject, without limitation, to the rights of the Third Parties owners of Cellectis Patents at the 2014 Agreement Date), Servier shall have the right, but not the obligation, to enforce Cellectis IP and Joint IP against any actual, alleged or threatened infringement or misappropriation by Third Parties in the Territory, in the Field and related to a Product, at Servier's sole costs. In the event Servier elects to bring and prosecute such an action, Cellectis shall reasonably assist Servier and cooperate in any such action at Servier's request (and Servier shall reimburse all reasonable, documented, out-of-pocket expenses incurred by Cellectis in connection therewith), and Servier shall seek and reasonably consider Cellectis's comments before determining the strategy. Without limiting the foregoing, Servier shall keep Cellectis advised of all material communications, actual and prospective filings or submissions regarding such action, and shall provide Cellectis with copies of and an opportunity to review and comment on any such material communications, filings and submissions. Servier shall not settle, or consent to any judgment in, any action under this Section 7.5, without Cellectis's prior written consent, not to be unreasonably withheld or delayed.

If Cellectis is the Party designated by the Parties to initiate the action Cellectis shall be entitled to bring and prosecute such an action at Cellectis' sole cost and Servier will cooperate with Cellectis. If Cellectis elects to bring and prosecute such an action, then Cellectis shall seek and reasonably consider Servier's comments on strategy. Without limiting the foregoing, Cellectis shall keep Servier advised of all material communications, actual and prospective filings or submissions regarding such action, and shall provide Servier copies of and an opportunity to review and comment on any such material communications, filings and submissions. Cellectis shall not settle, or consent to any judgment in, any action under this 7.5, without Servier's prior written consent, not to be unreasonably withheld or delayed.

For sake of clarity, nothing in this Agreement shall be understood as affecting or reducing the Cellectis's right to enforce Cellectis Patents in the Field and in the Territory.

In any case, Servier shall not take any actions which can affect the scope, the validity, the enforceability or otherwise the Cellectis Patents without the Cellectis's prior written approval.

ARTICLE 8. CONFIDENTIAL INFORMATION

8.1. During the term of this Agreement and for a period of [***] after its termination or expiration, each Party and/or its Affiliates (the "Receiving Party") undertakes to keep strictly confidential and not to publish or disclose to a Third Party, all the information which is transmitted visually, orally, in writing, in electronically, or in any and all other manner by the other Party and/or its Affiliates (the "Disclosing Party") pursuant to and in accordance with this Agreement, and/or relating to this Agreement, each Program, each Pre-Candidate Product or Candidate Product or Product and intellectual property (the "Confidential Information") without the prior written consent of Disclosing Party. The Joint IP shall be deemed Confidential Information of both Parties.

8.2. The Receiving Party shall only be entitled to disclose, on a need to know basis for the purpose of the performance of this Agreement, Confidential Information to its directors, employees, Affiliates, consultants, sublicensees, licensors, subcontractors, or to a potential investor in the Receiving Party or to a potential acquirer of all or substantially all of the assets of the business to which this Agreement pertains (collectively the "Authorized Recipients"); provided that (i) the Receiving Party has previously informed the Disclosing Party of its intent to communicate Confidential Information and keep available upon the Disclosing Party's request the content of such communication, and (ii) the Receiving Party has taken into good faith consideration the comments made by the Disclosing Party, and (iii) the Receiving Party considers in good faith the Disclosing Party's request to be communicated the name of the potential investor(s) or potential acquirer(s), and (iv) the Receiving Party has bound such Authorized Recipients by confidentiality and restricted use obligations at least as stringent than those set forth in this Agreement. The Receiving Party shall be responsible towards the Disclosing Party for any breach by its Authorized Recipients of any such confidentiality and restricted use obligations.

8.3. Notwithstanding Article 8.1, the Receiving Party may use or disclose those information to the extend it can demonstrate, by clear and convincing evidence, that such information:

(a) at the time of disclosure or acquisition is generally available to the public, or after the time of disclosure or acquisition is generally available to the public through no wrongful act or omission of the Receiving Party and its Authorized Recipients, or

(b) was in the lawful possession and at the free disposal of the Receiving Party prior to disclosure by the Disclosing Party, as evidenced by written records then in the possession of the Receiving Party, or

(c) is rightfully made available to the Receiving Party by third parties not bound by confidentiality or restricted use obligations, or

(d) is independently developed by the Receiving Party without use of the Material and information imparted by the Disclosing Party, or

(e) is disclosed by the Receiving Party in order to comply with the requirements of applicable law, governmental regulation or definitive court order, provided that the Receiving Party shall first notify the Disclosing Party of such required disclosure and of each Confidential Information concerned and shall limit such disclosure as far as possible under applicable law. Such disclosure shall, however, not relieve the Receiving Party of its other obligations contained herein.

8.4. Upon termination of this Agreement, the Receiving Party will return or destroy all documents or other media containing Confidential Information of the Disclosing Party, provided however that the Receiving Party may retain one copy in its confidential files for the sole purpose of verifying its obligations hereunder.

8.5. Remedies. Money damages will not be an adequate remedy if this Article 8 is breached and, therefore, either Party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

8.6. Publications**.** Prior to any publication in relation to the performance of the Programs, the publishing Party agrees to provide the other Party with a copy of the paper or proposal for publication or for any other public disclosure at least [***] prior to its submission for publication or public disclosure. The other Party may review the manuscript solely in order to:

- ascertain whether its Confidential Information would be disclosed by the publication; and
- identify results that are potentially patentable technology so that appropriate steps may be taken to protect such technology, pursuant to Section 7.

The non-publishing Party agrees to hold such advance copies of any papers or proposals for publication in confidence. The non-publishing Party will provide comments, if any, within [***] of receipt of paper or abstract. If the non-publishing Party decides, according to Section 7, that a patent application should be filed, the publication or presentation may, at the non-publishing Party’s request, be delayed an additional [***] or until a patent application is filed, whichever is sooner.

Authorships of any publications will accurately reflect respective contributions made by the Parties.

ARTICLE 9. REPRESENTATIONS; WARRANTIES AND COVENANTS

9.1. Representations and Warranties of both Parties. Each Party represents and warrants to the other Party, at the 2014 Agreement Date and at the Effective Date, that:

(i) such Party is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(ii) this Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, subject to (a) the effect of applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors and (b) the effect or availability of rules of law governing specific performance, injunctive relief or other equitable remedies (regardless of whether any such remedy is considered in a proceeding at law or in equity);

(iii) the execution and delivery of this Agreement by such Party do not, and the performance of this Agreement by such Party, including the grant of rights to the other Party pursuant to this Agreement, will not: (a) conflict with, or result in any violation of or default under, any agreement, instrument or understanding, oral or written, to which it or any Affiliate is a party or by which it or any Affiliate is bound; (b) conflict with any rights granted by such Party to any other Third Party or breach any obligation that such Party has to any Third Party; or (c) violate any provision of any applicable law; and

9.2. Representations and Warranties of Cellectis

Cellectis hereby represents that, at the 2014 Agreement Date and at the Effective Date (with the exception of the representation and warranties made under 9.2.5 and 9.2.7 which are made at the 2014 Agreement Date only):

9.2.1 Cellectis has the right to grant the rights granted to Servier under this Agreement, and no rights granted to Servier pursuant to this Agreement are in violation of any agreement between Cellectis or any of its Affiliates and any Third Party;

9.2.2 It has sufficient legal and/or beneficial title and ownership under the Cellectis Patents and Licensed Cellectis Know-How to grant the licenses to the other Party as purported to be granted pursuant to this Agreement;

9.2.3 None of Cellectis or its Affiliates, or, to the knowledge of Cellectis, any Third Party acting by or on behalf of Cellectis or any of its Affiliates in connection with the research, development or manufacture of the Pre-Candidate Product, Candidate Product or Product has been debarred or is subject to debarment;

9.2.4 Cellectis Controls the Cellectis Patents listed on the patents set forth on Exhibit 2 (A), free of any liens. The Cellectis Patents in the Territory listed on Exhibit 2 (A) constitute a true and complete list of all Patents Controlled by Cellectis or its Affiliates in the Territory relating to the Pre-Candidate Product, Candidate Product or Product in the Territory;

9.2.5 [***]

9.2.6 [***]

9.2.7 [***]

9.2.8 [***]

9.2.9 [***]

9.2.10 [***]

9.2.11 [***]

[***]

9.3. Cellectis Covenants

Cellectis shall [***] to maintain any existing agreement with Third Party(ies), to the extent the rights and licenses granted to Cellectis thereunder are sublicensed to Servier hereunder, and shall not modify, amend, terminate or breach those Third Party(ies) agreement, if such modification, amendment, termination or breach would adversely affect Servier's rights under this Agreement (after taking into account any period(s) permitted to cure alleged breaches).

9.4. Mutual Disclaimer of Warranties.

Except as expressly provided in this Agreement, neither Party makes any warranty of any kind either express or implied relating to the Patents, Know-How, Products, Pre-Candidate Products, Candidate Products, processes used in the Development of the Pre-Candidate Product, Candidate Product or Products, including without limitation any warranty regarding their use, safety, efficacy, or performance, any warranty of merchantability or any warranty for fitness for any particular purpose or a warranty or representation that anything made, used, sold, or otherwise disposed of under the license granted in this Agreement is or will be free from infringement of patents, copyrights, and other rights of Third Parties or any other express or implied legal or contractual warranty.

ARTICLE 10. INDEMNIFICATION; INSURANCE

10.1. Indemnification by Servier.

Servier will indemnify, defend and hold harmless Cellectis, and its Affiliates, and their respective directors, officers, employees, licensees, and agents, from and against any and all liabilities, damages, losses, claims, costs and expenses including, but not limited to, the reasonable fees of attorneys and other professionals (collectively "Losses"), arising out of or resulting from any and all Third Party Claims based upon:

(i) [***]

(ii) [***]

[***]

10.2. Indemnification by Cellectis.

Cellectis will indemnify, defend and hold harmless Servier and its Affiliates, and their respective directors, officers, employees and agents, from and against any and all Losses, arising out of or resulting from any and all Third Party Claims based upon:

(i) [***]

(ii) [***]

[***]

10.3. Procedure.

In the event that any person or entity (an "Indemnitee") entitled to indemnification under this Agreement is seeking such indemnification, such Indemnitee will: (a) inform, in writing, the indemnifying Party of the Claim as soon as reasonably practicable after such Indemnitee receives notice of such Claim; (b) permit the indemnifying Party to assume direction and control of the defense of the Claim (including the sole right to settle it at the sole discretion of the indemnifying Party; provided that such settlement does not impose any obligation on, or otherwise adversely affect, the Indemnitee or other Party); (c) cooperate as requested (at the expense of the indemnifying Party) in the defense of the Claim; and (d) undertake all reasonable steps to mitigate any loss, damage or expense with respect to the Claim(s). Notwithstanding the foregoing, the Indemnitee may retain separate co-counsel reasonably acceptable to the indemnifying Party at its sole cost and expense and participate in the defense of the applicable Claim for which the indemnifying Party has assumed control.

10.4. In no event shall either Party be liable to the other Party for loss of profits, special, indirect, incidental, punitive or consequential damages arising out of this Agreement or the transactions contemplated by this Agreement.

10.5. Insurance.

Each Party has maintained, at its cost, as of the 2014 Agreement Date and until the Effective Date, and each Party will maintain, at its cost, as of the Effective Date and during the Term thereafter, adequate insurance against liability and other risks associated with its activities contemplated by this Agreement, including but not limited to its clinical trials and its indemnification obligations herein, in such amounts and on such terms as are customary for prudent practices in the pharmaceutical industry for the activities to be conducted by it under this Agreement.

ARTICLE 11. TERM AND TERMINATION

11.1. Term.

(a) This Agreement will become effective as of the Effective Date and, unless earlier terminated pursuant to the provisions of Sections 11.1(b), 11.2 or 12.2.3, will expire upon the later to occur of the last sales of the Product or the US Partner Product, provided that all rights and licenses granted by Cellectis to Servier pursuant to Section 4.3(a), and subject

to Section 11.1(b), all obligations to which the parties are bound hereunder with relation thereto, will continue in force and effect, to the extent such rights and licenses were not previously or concurrently terminated and will subsequently terminate in accordance with the terms of the US Partner Collaboration Agreement wherein such rights and licenses were initially granted to US Partner. Upon expiration of the Royalty Term with respect to a Product, the licenses granted by Cellectis to Servier under this Agreement with respect to such Product shall remain in effect as granted in accordance with this Agreement but become fully paid-up, royalty-free licenses until termination or expiration of this Agreement.

(b) The license granted pursuant to Section 4.3(a) herein shall terminate immediately upon the earlier to occur of (i) on a US Partner Product-by-US Partner Product basis, termination or expiration of the license granted by Cellectis to US Partner in respect of the [***] Cellectis Patents in further respect of a US Partner Product pursuant to the US Partner Collaboration Agreement, or (ii) on a US Partner Product-by-US Partner Product basis, termination or expiration of the license granted by US Partner to Servier in respect of a US Partner Product pursuant to the US Partner-Servier Agreement (as amended from time to time).

11.2. Termination.

Notwithstanding anything in this Agreement or elsewhere to the contrary, this Agreement may be terminated as follows:

11.2.1. Material Breach. Either Party (the "Non-Breaching Party") may, without prejudice to any other remedies available to it at law, terminate this Agreement in its entirety in the event the other Party (the "Breaching Party") will have committed a material breach and such material breach will have continued and/or remained uncured for ninety (90) days (except in the case of a failure to make any payment due under the terms of this Agreement, in which case such failure to pay must be cured within thirty (30) days), after written notice thereof was provided to the Breaching Party by the Non-Breaching Party. Any such termination will become effective at the end of such ninety (90) day period (or, in the case of a failure to make a payment, at the end of such thirty (30) day period), unless the Breaching Party has cured any such material breach prior to the expiration of such ninety (90) day period or thirty (30) day period, as the case may be or (ii) unless the Breaching Party notifies the other Party within such sixty (60) day period that it disagrees in good faith with such asserted basis for termination, this Agreement shall not terminate unless and until the matter has been finally resolved in accordance with Section 12.2 (Dispute Resolution) and the arbitration award rendered specifies that the non-breaching Party shall have the right to terminate this Agreement based on such asserted breach. The right of either Party to terminate this Agreement as provided in this Section 11.2.1 will not be affected in any way by such Party's waiver or failure to take action with respect to any previous default.

11.2.2. Mutual Consent. This Agreement may be terminated by the mutual written consent of the Parties.

11.2.3. [Intentionally left blank]

11.2.4 Termination for convenience by Servier

Servier shall have the right at its sole discretion and without any liability of any kind on the basis of such termination, to terminate this Agreement only with respect to a given Pre-Candidate Product, Candidate Product or Product or totally at any time upon three (3) month's prior written notice to Cellectis.

11.2.5 Termination for Safety Reasons by Servier

Servier may terminate this Agreement any time for safety reasons relating to the Pre-Candidate Product, Candidate Product or Products.

11.2.6 Termination for Insolvency.

Either Party may terminate this Agreement if, at any time, the other Party will file in any court or agency pursuant to any statute or regulation of any state or country, a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of the Party or of substantially all of its assets, or if the other Party proposes a written agreement of composition or extension of substantially all of its debts, or if the other Party will be served with an involuntary petition against it, filed in any insolvency proceeding, and such petition will not be dismissed within ninety (90) days after the filing thereof, or if the other Party will propose or be a party to any dissolution or liquidation, or if the other Party will make an assignment of substantially all of its assets for the benefit of creditors.

Upon the bankruptcy of any Party, the non-bankrupt Party will further be entitled to a complete duplicate of, or complete access to, any such intellectual property, and such, if not already in its possession, will be promptly delivered to the non-bankrupt Party, unless the bankrupt Party elects to continue, and continues, to perform all of its obligations under this Agreement.

11.3. Effects of Expiration or Termination.

11.3.1. In the event of any termination of this Agreement by Cellectis on the basis of either a Material Breach by Servier (section 11.2.1) or insolvency of Servier (section 11.2.6) or by Servier for convenience (section 11.2.4), or for safety reasons (section 11.2.5), or by the Parties upon mutual consent (section 11.2.2), or in case of exercise of the Opt-Out Option (Section 3.6):

(i) Servier will return to Cellectis or destroy (and certify such destruction to Cellectis) all Cellectis Confidential Information (provided that Servier shall be entitled to retain one (1) copy for archival and compliance purposes, and as required by applicable Law or regulatory requirement);

(ii) Servier will use reasonable efforts to, to the extent permitted by applicable law and requested by Cellectis, assign any contracts related to the Pre-Candidate Products, Candidate Products or Products in the Territory to Cellectis or its designee (including by requesting and using good-faith efforts to obtain any required consents);

(iii) the Parties shall transition responsibility for Commercialization, Development and, if applicable, Manufacture of the Pre-Candidate Product(s), Candidate Product(s) or Product(s) to Cellectis in accordance with Section 11.6 (Transition Period);

(iv) the Parties shall cooperate to promptly transition sole responsibility for the prosecution, maintenance and enforcement in the Territory of Servier IP to Cellectis;

(v) Cellectis shall have the right to reacquire some or all of the inventory of the Pre-Candidate Product(s), Candidate Product(s) or Product(s), as requested by Cellectis, in possession of Servier and its Affiliates and, if Cellectis so reacquires inventory, shall reimburse Servier the price paid by it for such inventory;

(vi) the Parties shall cooperate to promptly transfer ownership of all regulatory filings and regulatory approvals (including any such filings and approvals related to manufacturing), and responsibility for regulatory communication held by Servier in the Territory to Cellectis;

(vii) all sublicenses granted by Servier shall terminate;

(viii) Servier will assign to Cellectis the Servier's interest in the Product Joint IP under terms and conditions to be agreed upon by the Parties. Servier will assign to Cellectis, without any financial compensation, the Servier's interest in the Platform Joint IP.

(ix) Subject to section 11.3 (viii) above, Servier will grant Cellectis a royalty-bearing, non-exclusive, sublicensable license under Servier IP that is necessary to further Develop, Manufacture and Commercialize the Pre-Candidate Product, Candidate Product or Product(s) in the Territory in the Field.

(x) Cellectis shall have the right to control all recalls of the Product in the Territory, and in each case Servier shall provide any reasonable assistance requested by Cellectis in connection therewith; and

(xi) at Cellectis's request, the Parties will discuss in good faith the wind-down or transfer to Cellectis of any ongoing clinical trials for the Candidate Products or Products conducted by or on behalf of Servier or its Affiliates; *provided* that Cellectis shall bear any expenses incurred in connection with any such transfer except in the event of termination by Cellectis pursuant to Section 11.2.1 (Termination for Material Breach).

In the event that the Parties are not permitted to transfer regulatory filings or regulatory approvals under clause (vi) above pursuant to applicable laws, the Parties shall cooperate to establish a right of access and reference to such filings and approvals for Cellectis, and Servier shall maintain such filings and approvals, and take any actions reasonably requested by Cellectis with respect thereto, and thereafter Servier shall transfer ownership of all such regulatory filings and regulatory approvals to Cellectis or its designee as and when it becomes permissible to do so. Cellectis shall reimburse Servier its reasonable, documented, out-of-pocket costs incurred as necessary for such maintenance and to perform such requested actions.

11.3.2. In case of termination of this Agreement for Servier breach pursuant to Article 11.2.1 of this Agreement, and at the US Partner's request, Cellectis agrees to enter into good faith negotiations for a direct license to the US Partner with respect to UCART19 and UCART [***] Candidate Products or Products on terms substantially similar in scope and grant; provided that (i) the US Sublicense was properly granted in compliance with the terms of this Agreement, and (ii) the US Partner was in compliance with the terms of such US Sublicense and the applicable provisions of this Agreement.

11.4. Consequences of a breach of the Non-Compete obligation by Cellectis

In the event of a breach by Cellectis of the non-compete provision mentioned in section 3.9 above, then as of the date of the breach by Cellectis, Servier's obligations as per this Agreement shall be modified as follows:

(i) Servier shall be relieved from the payment of the Milestones mentioned in sections 6.3 and 6.4 not already paid by Servier; and

(ii) the level of royalties due to Cellectis mentioned in section 6.5 above shall be reduced by [***]; and

(iii) the level of the Net Revenues to be paid by Cellectis to Servier on the basis of section 4.1 (c) (i), (ii) and/or (iii) shall be [***] and shall also apply mutadis mutandis to the sales by Cellectis of the competing product; and

(iv) notwithstanding any section to the contrary in this Agreement, Servier shall no longer have any obligation to provide information to Cellectis in relation to the Products (except as provided by applicable laws and in relation to safety issues); and

(v) notwithstanding any section to the contrary in this Agreement, Servier shall no longer have any obligation to use Commercially Reasonable Efforts to Develop and/or commercialize the Product(s).

11.5. Accrued Rights and Obligations; Survival.

Termination or expiration of this Agreement for any reason will be without prejudice to any rights that will have accrued to the benefit of any Party prior to such termination, relinquishment or expiration. Such termination, relinquishment or expiration will not relieve any Party from obligations which are expressly indicated under this Section 11.6 to survive termination or expiration of this Agreement.

Survival. The provisions of Sections 8, 10, 11.3 and 11.6 will survive the expiration or any termination of this Agreement for any reason, in accordance with their respective terms and conditions, and for the respective duration stated therein, and where no duration is stated, will survive indefinitely. In addition, any Section that is referred to in the above listed Sections shall survive solely for the interpretation or enforcement of the latters.

11.6. Transition Period.

In the event of any termination of this Agreement by Cellectis on the basis of either a Material Breach by Servier (section 11.2.1) or insolvency of Servier (section 11.2.6) or by Servier for convenience (section 11.2.4), or for safety reasons (section 11.2.5), or by the Parties upon mutual consent (section 11.2.2), or in case of exercise of the Opt-Out Option (Section 3.6), upon Cellectis's reasonable request, during the three (3) month period following provision of notice of termination (or, in each case, for such shorter period as Cellectis shall reasonably request) (the "*Transition Period*"), the Parties shall cooperate to transition the Development (including any ongoing trials, to the extent permitted by law) and Commercialization of, regulatory responsibility for, and, if applicable, manufacture of, the

Product in the Field in the Territory from Servier to Cellectis. Servier shall take all actions reasonably requested by Cellectis to facilitate such transition, and the Parties shall conduct such transition expeditiously and as reasonably necessary to minimize disruption in the Development and Commercialization of the Product(s) in the Territory. The Parties shall each be responsible for their own costs incurred in accordance with this Section.

ARTICLE 12. CHANGE OF CONTROL

12.1. Change of Control. Cellectis shall give Servier written notice within five (5) days after the public announcement or disclosure of any proposed Change of Control of Cellectis. Upon such notice, Servier shall have the right to buy-out Cellectis's interest in the Pre-Candidate Products, Candidate Products or Product(s) hereunder pursuant to the section 12.2 below (Buy-Out).

12.2. Buy-Out. Cellectis will notify Servier with [***] after the occurrence of a Change of Control. If Servier exercises its right to buy-out Cellectis's interest, Servier will provide written notice to Cellectis (a "Buyout Notice") within [***] following the Change of Control. Within [***] following Servier's provision of the Buyout Notice, the Parties will meet and negotiate the amount of the payment from Servier to Cellectis for the buy-out of Cellectis's interest in the Pre-Candidate Products, Candidate Products or Product(s) (the "Buyout Payment").

12.2.1. If the Parties agree on the amount of the Buyout Payment within such [***] period, then Servier will have [***] to determine whether to proceed with the buy-out at such price. If Servier elects to proceed with the buy-out at the agreed Buyout Payment, then it will provide written notice thereof to Cellectis (or its successor) and, this Agreement will terminate [***] after delivery of such written notice, Servier will pay the applicable Buyout Payment to Cellectis (or its successor) within such [***].

12.2.2. If the Parties fail to agree on an amount of a Buyout Payment within [***] following the provision of the Buyout Notice, then within [***] thereafter each Party will select and pay at its costs one (1) Third Party valuator (such valuators shall be from top-tier, internationally-recognized investment banks or accounting firms) with relevant expertise to determine the appropriate amount for the Buyout Payment. Each of the Parties will provide to such valuators such information as it deems pertinent and any information requested by such valuators. Such selected valuators will promptly (and in any event within [***] after the selection of such valuators) determine their respective valuation of the Buyout Payment amount and provide notice of such amount (and underlying assumptions and methodology) to each of the Parties. If the amount of the Buyout Payment estimated by one valuator is equal to or less than one hundred twenty percent (120%) of the amount of the Buyout Payment estimated by the other valuator, then the Buyout Payment shall be equal to the average of the amount proposed by the valuators. If the amount of the Buyout Payment estimated by one valuator is greater than one hundred twenty percent (120%) of the amount of the Buyout Payment estimated by the other valuator, then the Parties will mutually agree upon a third valuator. In such event, the Buyout Payment determined by the third valuator shall be the Buyout Payment (provided, that the Buyout Payment shall be capped at the amount of the higher of the Buyout Payments determined by the prior two valuators).

12.2.3. After determination of the Buyout Payment pursuant to Section 12.2.1 or 12.2.2 above, as applicable, Servier will have [***] to determine whether to proceed with the buy-out at such price. If Servier elects to proceed with the buy-out at the agreed Buyout Payment, then it will provide written notice thereof to Cellectis (or its successor) and this Agreement will terminate [***] after delivery of such written notice, Servier will pay the applicable Buyout Payment to Cellectis (or its successor) within such [***].

ARTICLE 13. MISCELLANEOUS

13.1. Public Announcements

Except as required by applicable laws or the rules of any stock exchange, neither Party will make any public announcement of any information regarding this Agreement or any activities under this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed. Each Party will submit to the other Party any proposed announcements at least thirty (30) days prior to the intended date of publication of such announcement to permit review and approval. Once any statement is approved for disclosure by the Parties or information is otherwise made public in accordance with the preceding sentence, either Party may make a subsequent public disclosure of the specific contents of such statement without further approval of the other Party.

13.2. Dispute Resolution.

Any dispute, controversy, difference or claim which may arise between the Parties out of or in relation to or in connection with this Agreement (including arising out of or relating to the validity, construction, interpretation, enforceability, breach, performance, application or termination of this Agreement) shall be settled by binding arbitration in accordance with the provisions of this Section 13.2 (Arbitration):

- The arbitration shall be conducted in Paris, France.
- The arbitration shall be conducted in accordance with the Rules of Arbitration promulgated by the 'Centre de Médiation et d'Arbitrage de Paris –CMAP' then in effect (the *"Arbitration Rules"*).
- There shall be three (3) arbitrators, of whom one (1) shall be appointed by each of the Parties and the third shall be appointed by the first two (2) arbitrators and shall serve as chair arbitrator. If either Party fails to appoint its arbitrator or the arbitrators appointed by the Parties fail to appoint the chair arbitrator within the time period set forth in the Arbitration Rules, such arbitrators will be appointed in accordance with the Arbitration Rules.
- The proceedings shall be conducted in French, and the arbitrators shall be conversant with and have a thorough command of the French language.

13.3. Governing Law.

This Agreement and any dispute arising from the performance or breach hereof will be governed by and construed and enforced in accordance with the laws of France.

13.4. Assignment.

This Agreement will not be assignable by either Party to any Third Party without the written consent of the other Party hereto. Notwithstanding the foregoing, Cellectis may assign this Agreement, without the consent of the other Party, to an Affiliate or to an entity that acquires all or substantially all of the business or assets of Cellectis to which this Agreement pertains (whether by merger, reorganization, acquisition, sale or otherwise). Any assignment in violation of this provision is void and without effect.

13.5. Binding Agreement.

This Agreement, and the terms and conditions hereof, will be binding upon and will inure to the benefit of the Parties and their respective successors, heirs, administrators and permitted assigns.

13.6. Force Majeure.

No Party will be held liable or responsible to the other Party nor be deemed to be in default under, or in breach of any provision of, this Agreement for failure or delay in fulfilling or performing any obligation of this Agreement when such failure or delay is due to force majeure, and without the fault or negligence of the Party so failing or delaying. For purposes of this Agreement, “force majeure” is defined as causes beyond the control of the Party, including, without limitation, acts of God; laws of any government; war; civil commotion; destruction of production facilities or materials by fire, flood, earthquake, explosion or storm; labor disturbances; epidemic; and failure of public utilities or common carriers. In the event of force majeure, Cellectis or Servier, as the case may be, will immediately notify the other Party of such inability and of the period for which such inability is expected to continue. The Party giving such notice will thereupon be excused from such of its obligations under this Agreement as it is thereby disabled from performing for so long as such Party is so disabled, up to a maximum of ninety (90) days, after which time the Party not affected by the force majeure may terminate this Agreement. To the extent possible, each Party will use reasonable efforts to minimize the duration of any force majeure.

13.7. Notices.

Any notice or request required or permitted to be given under or in connection with this Agreement will be deemed to have been sufficiently given if in writing and personally delivered or sent by certified mail (return receipt requested), facsimile transmission (receipt verified), or overnight express courier service (signature required), prepaid, to the Party for which such notice is intended, at the address set forth for such Party below:

If to Cellectis :
8, rue de la Croix Jarry
75013 Paris Cedex
France
Attention: Chief Executive Officer
With a copy to:
Attention: General Counsel

If to Servier:
Les Laboratoires Servier

50 rue Carnot
92284 Suresnes Cedex
France
Attention: Alliance Management Director & US Licenses
[***]
With a copy to:
Attention: Director Contract Department
Les Laboratoires Servier
50 rue Carnot
92284 Suresnes Cedex
France

or to such other address for such Party as it will have specified by like notice to the other Parties, provided that notices of a change of address will be effective only upon receipt thereof. If delivered personally or by facsimile transmission, the date of delivery will be deemed to be the date on which such notice or request was given. If sent by overnight express courier service, the date of delivery will be deemed to be the next business day after such notice or request was deposited with such service. If sent by certified mail, the date of delivery will be deemed to be the third (3rd) day after such notice or request was deposited with the postal se13.8 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 will 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 will be construed as a continuing waiver of such condition or term or of another condition or term.

13.8. Severability.

If any provision hereof should be held invalid, illegal or unenforceable in any jurisdiction, the Parties will negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the Parties and all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of such provision in any other jurisdiction.

13.9. Entire Agreement.

This Agreement, including the schedules and exhibits hereto, sets forth all the covenants, promises, agreements, appendices, warranties, representations, conditions and understandings between the Parties hereto and supersedes and terminates all prior agreements and understandings between the Parties relating to the subject matter hereof. There are no covenants, promises, agreements, warranties, representations, conditions or understandings, either oral or written, between the Parties relating to the subject matter hereof other than as set forth herein and therein. No subsequent alteration, amendment, change or addition to this Agreement will be binding upon the Parties hereto unless reduced to writing and signed by the respective authorized officers of the Parties.

13.10. Independent Contractors.

Nothing herein will be construed to create any relationship of employer and employee, agent and principal, partnership or joint venture between the Parties. Each Party is an independent contractor. Neither Party will assume, either directly or indirectly, any liability of or for the other Party. Neither Party will have the authority to bind or obligate the other Party and neither Party will represent that it has such authority.

13.11. Counterparts.

This Agreement may be signed in counterparts, each and every one of which will be deemed an original, notwithstanding variations in format or file designation which may result from the electronic transmission, storage and printing of copies of this Agreement from separate computers or printers. Facsimile signatures will be treated as original signatures.

IN WITNESS WHEREOF, the Parties have caused this License, Development and Commercialization Agreement to be executed by their duly authorized representatives.

Made in Suresnes, on March 6, 2019

For Cellectis SA,

By: /s/ André Choulika

Name: André CHOULIKA
Title: Chief Executive Officer

For Les Laboratoires Servier,

By: /s/ Eric Falcand

Name: Eric FALCAND
Title: Proxy

By: /s/ Christian Bazantay

Name: Christian BAZANTAY
Title: Proxy

For Institut de Recherche Internationales Servier

By: /s/ Dr Emmanuel Canet

Name: Dr Emmanuel CANET
Title: President of R&D

ANNEX I
DEFINITIONS

A.1. "Affiliates" means with respect to a Party, any person or entity, whether de jure or de facto, which directly or indirectly controls, is controlled by, or is under common control with such Party. Solely as used in this definition, the term "control" means (i) the ownership, directly or indirectly, beneficially or legally, of at least fifty percent (50%) of the outstanding voting securities or capital stock (or such lesser percentage which is the maximum allowed to be owned by a person or entity in a particular jurisdiction) of such Party or other person or entity, as applicable, or such other comparable ownership interest with respect to any person or entity that is not a corporation; or (ii) the possession, directly or indirectly of the power, whether pursuant to contract, ownership of securities or otherwise, to direct the management and policies of a Party or such other person or entity, as applicable.

A.2. "Agreement" means this License, Development and Commercialization Agreement together with the recitals and all exhibits, schedules and attachments hereto.

A.3. "Attribute" means a particular genome modification obtained by nucleases or any other methods, including without limitation knock out, knock in and point mutations.

A.4. "Background IP" means Patents and Know How Controlled by a Party prior to the 2014 Agreement Date and/or developed or acquired by such Party during, but outside of, this Agreement.

A.5. "Candidate Product" means a product developed by Cellectis as per the Original Agreement and/or this Agreement, consisting in an allogenic anti-tumor adoptive T-cell expressing a single chain chimeric antigen receptor (CAR) directed against a particular Target including specific Attributes selected by Servier according to Section 3.2.5(a).

A.6. "Cellectis IP" means any and all Cellectis Patent(s) and Know-How developed and/or Controlled by Cellectis and its Affiliates before the Effective Date or thereafter during the Term, that is necessary or useful for the Development, Manufacture and Commercialization of a Pre-Candidate Product, a Candidate Product, or a Product, as appropriate. For avoidance of doubt Cellectis IP shall include Cellectis' interest in the Joint Intellectual Property.

A.7. "Cellectis Know-How" means all Know-How that is developed or Controlled by Cellectis at the Effective Date and thereafter during the Term and (i) that results from Cellectis' activities with respect to the Development or (ii) is reasonably necessary or useful for the Development, Manufacture and/or Commercialization of a Pre-Candidate Product, a Candidate Product, or a Product, as appropriate.

A.8. "Cellectis Knowledge" means the knowledge, at the Effective Date that Cellectis has after due inquiry.

A.9. "Cellectis Patents" means all Patents that are Controlled by Cellectis and its Affiliates at the Effective Date and thereafter during the Term and that Cover, or would be reasonably necessary or useful for, the Development, Manufacture or Commercialization of

Pre-Candidate Product(s), Candidate Product(s), or Product(s), as appropriate,) (including its composition, formulation, combination, product by process, or method of use, manufacture, preparation or administration). Cellectis Patents shall include Cellectis' interest in Joint Patents that meet the above requirements, and in any event shall include those [***] Cellectis Patents and those other Patents set forth on Exhibit 2.

A.10. "Change of Control" means, with respect to Cellectis, the occurrence of any of the following events: (i) any Third Party begins to control (under the meaning of "control" set forth in Section 1.2 ("Affiliate")) Cellectis, directly or indirectly, by any means (including acquisition of shares, share exchange or share transfer); or (ii) Cellectis conveys, transfers, divests or leases (including general succession and all types of corporate split) in one or more transactions to any Third Party either: (x) all or substantially all of the assets of Cellectis or (y) all or substantially all of its assets that are material to the purpose of performance of its obligations under this Agreement.

A.11. "Claim" means any charge, complaint, action, suit, proceeding, hearing, investigation, claim or demand, including without limitation any investigation by a Governmental Authority.

A.12. "Clinical Development" means any and all Development activities performed by a Party following the achievement of animal in vivo proof of concept Milestone.

A.13. "Commercialization" means with respect to a Product any and all activities of marketing, promoting, distributing, importing, offering for sale, having sold and/or selling such Product in the Field in the Territory, including without limitation defining pricing and reimbursement strategy and approval and pre-launch marketing strategy.

A.14. "Commercially Reasonable Efforts" [***]

A.15. "Competent Authority" means any court, tribunal, regulatory agency of (a) any national, federal, state, provincial, county, city or other political subdivision government, including the FDA, (b) any supranational body (including the EMA).

A.16. "Competent Authority Approval" means any and all approvals, licenses, registrations or authorizations by a Competent Authority and necessary for the Development activities (including without limitation any applicable pricing, final labeling and reimbursement approvals of such Governmental Authority), and any MAA or equivalent.

A.17. "Control", "Controlled" or **"Controlling"** means, with respect to a subject item, the ability of a Party, whether arising by ownership, possession or pursuant to a license or sublicense, to grant licenses or sublicenses to another Party with respect to such subject item, as provided in this Agreement, without violating the terms of any agreement or other arrangement with any Third Party.

A.18. "Cover" "Cover", "Covered" or **"Covering"** means, with respect to a Pre-Candidate Product, a Candidate Product, or a Product, as appropriate, and a Patent, that, in the absence of a (sub)license under, or ownership of, such Patent, the making, using, offering for sale, selling or importing of such a Pre-Candidate Product, a Candidate Product, or a Product, as appropriate, with respect to a given country, would infringe a Valid Claim of such Patent.

A.19. "Data" means any and all research, pharmacology, medicinal chemistry, pre-clinical, clinical, commercial, marketing, process development, manufacturing and other data or information, including investigator brochures and reports (both preliminary and final), statistical analyses, expert opinions and reports, and safety data, in each case generated from clinical Studies or non-clinical studies, research or testing specifically related or directed to the Pre-Candidate Product(s), the Candidate Product(s) or Product(s).

A.20. "Designee" means a corporation or other entity that is employed by, under contract to, or in partnership with Servier, an Affiliate thereof, to Develop and/or Commercialize Products in the Territory.

A.21. "Development" means with respect to a Pre-Candidate Product, a Candidate Product, or a Product, as appropriate and on a Targeted Indication and Targeted Territory basis, the activities, including the Preclinical Development as well as the Clinical Development, performed by a Party as from the beginning of the work on a Pre-Candidate Product until and including the MAA filing for the relevant Product, including without limitation: activities related to research, process development and manufacturing, pre-clinical and clinical drug development of such Candidate Product and/or Product in its Targeted Indication in the Field and in its Targeted Territory, including without limitation, test method development and stability testing, assay development, toxicology, pharmacology, formulation, quality assurance, quality development, technology transfer, statistical analysis, process development, and scale-up, pharmakocinetic studies, data collection and management, clinical studies (including research to design clinical studies), regulatory affairs (including all necessary steps to Develop the Candidate Product and/or Product as an orphan drug, obtaining scientific advices), project management, drug safety surveillance activities related to clinical studies, validation of methods and tests.

A.22. "Development Plan" means, for each Candidate Product or Product, a working document describing the Targeted Indication(s), Targeted Territories, expected timelines, the preclinical, clinical, manufacturing, regulatory, as well as Candidate Product risk assessment planned activities up to the issuance of the Phase 1 Data Package by Cellectis to Servier. The JRDC may propose from time to time amendment to the Development Plan that shall be submitted to the JSC for validation as the circumstances may require and subject to Section 3.2.3 and 3.2.6(b). The Development Plans for UCART19 [***], UCART19 [***], UCART [***], UCART [***], and [***] are set forth in the Program Activities.

A.23. "Executive Officer" means the Chief Executive Officer of Cellectis and the Chief Executive Officer of Servier, or their duly authorized respective designees with equivalent decision-making authority with respect to matters under this Agreement.

A.24. "Field" means the anti-tumor adoptive immunotherapy.

A.25. "First Commercial Sale" means the first sale in the Territory to a Third Party of the Product by or under the authority of Servier or its Affiliate or sublicensees after receipt of the applicable regulatory approval from the Competent Authority(ies).

A.26. "Good Manufacturing Practices (cGMP)" means (i) EC Directive 2003/94/EEC as amended from time to time and all the relevant associated detailed guidelines; (ii) the current principles and guidelines of Good Manufacturing Practice for medicinal products for human use as required by, but not limited to, the applicable sections of the US Federal Food, Drug and Cosmetic Act, the US Public Health Service Act, the US Code of Federal Regulations, Title 21, Parts 210 (Current Good Manufacturing Practice in Manufacturing, Processing, Packing or Holding of Drugs; General), and relevant US Food and Drug Administration Guidance and Points to Consider for drugs and/or biotechnology-derived products, as amended from time to time; and (iii) the equivalent current law or regulation in any market.

A.27. "IND or IMPD Enabling Data Package" means preclinical studies, cell manufacturing and control data necessary for, at the election of Servier, either an IND filing in the US or IMPD filing in Europe, as described in Exhibit 3 of this Agreement. An updated list of the intellectual property rights Controlled by Cellectis that are associated with such IND or IMPD Enabling Data Package shall be included therein.

A.28. "In Vitro Data Package" [***]

A.29. "In-Vivo Milestone" [***]

A.30. "Joint Intellectual Property" or **"Joint IP"** means all intellectual property rights in Joint Inventions (which for the avoidance of doubt shall include Joint Know-How and Joint Patent).

A.31. "Joint Invention(s)" means an invention arising during the Term that is jointly created by one or more employees, consultants, or contractors of each Party or of any Affiliate or sublicensee of such Party in the course of performing activities under this Agreement.

A.32. "Joint Know-How" means all Know-How arising during the Term that is jointly created by one or more employees, consultants, or contractors of each Party or of any Affiliate of such Party in the course of performing activities under this Agreement.

A.33. "Joint Patent" means a Patent that claims a Joint Invention.

A.34. "Know-How" means all technical information, techniques, data, database rights, discoveries, inventions, practices, methods, knowledge, skill, experience, test data or information necessary for the discovery, development, manufacture use, sale or commercialization of a Pre-Candidate Product, a Candidate Product, or a Product, as appropriate.

A.35. "MAA" means, in relation to any Product, an application filed or to be filed with the European Medicines Agency (or equivalent national agency), for authorization to place a medicinal product on the market in the European Union (or any other territory).

A.36. "Manufacture" means with respect to a Pre-Candidate Product, a Candidate Product or a Product, any and all processes and activities conducted to manufacture preclinical, clinical and commercial quantities of such, in particular, the production, the manufacture, the processing, the filling, the packaging, the labeling, the inspection and the shipping of such Pre-Candidate Product, Candidate Product or Product. Manufacture shall also include the supply of 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 and release testing, quality assurance and quality control. For clarity, "Manufacturing" has a correlative meaning.

A.37. "Manufacturing process validation" [***]

A.38. "[***] Product" or "[***] Candidate Product" means the Product or the Candidate Product directed against [***] Target, as described in [***] Development Plan, as set forth in the Program Activities.

A.39. "Milestone Data" means any information and results supporting the achievement of a Milestone.

A.40. "Net Revenues" [***]

A.41. "**Net Sales**" [***]

A.42. "Option Date" shall mean the date at which the Option to License over a particular Product is exercised by Servier pursuant to Section 4.1 (b).

A.43. "Other Product" or "Other Candidate Product" or "Other Pre-Candidate Product" means a Product or a Candidate Product directed against [***], [***] or [***] Targets.

A.44. "Patent" means (a) issued patent, including any extension, registration, confirmation, reissue, continuation, supplementary protection certificate, divisional, continuation-in-part, re-examination or renewal thereof, (b) pending applications for all of the foregoing, and (c) foreign counterparts of any of the foregoing; in each case to the extent the same has not been held, by a court of competent jurisdiction, to be invalid or unenforceable in a decision from which no appeal can be taken or from which no appeal was taken within the time permitted for appeal.

A.45. "Phase 1" means first time in human clinical trial in the first indication.

A.46. "Phase 1 Data Package" [***]

A.47. "Pre-Candidate Product" means a product developed by Cellectis as per the Original Agreement and/or this Agreement, consisting in an allogenic anti-tumor adoptive T-cell expressing a single chain chimeric antigen receptor (CAR) directed against a particular Target including specific Attributes.

A.48. "Preclinical Development" means any and all non-clinical Development activities performed by a Party until and including animal in vivo Proof of Concept Milestone.

A.49. "Product" means a Candidate Product selected by Servier according to Section 4.1 (b). Except for sections 6.2. and 6.3, Product also means a Substitute Product and/or a Subsequent Product.

A.50. "Program" means the Development activities performed or to be performed by Cellectis relating to a particular Pre-Candidate Product and Candidate Product up to and including IND or IMPD Enabling Data Package or up to and including Phase 1, as applicable, described in the Program Plan.

A.51. "Program Activities" means the activities set forth on Exhibit 4, which (A) have been approved by the JRDC as of the date hereof, describing the Development activities (a) performed for UCART19 [***], or (b) to be performed by Cellectis for (i) the UCART19 [***] and the two first UCART [***] Candidate Products, (ii) the first [***] Candidate Product, and (iii) the Other Pre-Candidate Products, and (B) are provided by the JRDC as per Section 3.2(b) for the other potential Pre-Candidate Product and Candidate Product(s).

A.52. "Program Term" means the duration of each Program.

A.53. "Royalty Term" means on a country-by-country basis and Product-by-Product basis, the period commencing on the First Commercial Sale of a Product in a country and ending on the latest of (a) expiration of the last-to-expire Valid Claim of a Cellectis Patent that Covers such Product in such country or (b) the expiration of the Regulatory Exclusivity Rights with respect to such Product in such country.

A.54. "Servier IP" means any and all Servier Patent(s) and Know-How developed and/or Controlled by Servier and its Affiliates after the 2014 Agreement Date that is necessary or useful for the discovery, development, manufacture, use, sale or commercialization of a Pre-Candidate Product, a Candidate Product or a Product, as appropriate. For avoidance of doubt Servier IP shall include Servier' interest in the Joint Intellectual Property.

A.55. "Servier Know-How" means all Know-How that is developed or Controlled by Servier after the 2014 Agreement Date and thereafter during the Term and (i) that results from Servier's activities with respect to the Development or (ii) is reasonably necessary or useful for the Development, manufacture, and/or Commercialization of a Pre-Candidate Product, a Candidate Product or a Product, as appropriate.

A.56. "Servier Patent" means all Patents that are Controlled by Servier and its Affiliates after the 2014 Agreement Date and thereafter during the Term and that Cover, or would be reasonably necessary or useful for, the Development, manufacture or Commercialization of the Pre-Candidate Product(s), Candidate Product(s) or the Product(s) (including its

composition, formulation, combination, product by process, or method of use, manufacture, preparation or administration). Servier's Patents shall include Servier's interest in Joint Patent that meet the above requirements.

A.57. "Servier Product" means UCART19 [***], corresponding to an allogeneic anti-tumor adoptive T-cell expressing a single chain chimeric antigen receptor (CAR) directed against [***] target, and including specific attributes, as initially developed by Cellectis as per this Agreement, and that are initially licensed by Cellectis to Servier as per this Agreement together with any additional allogeneic anti-tumor adoptive T-cell CARs that bind to [***] as may be optioned by Servier from Cellectis under this Agreement.

A.58. "Servier Sublicensee" means a sublicensee of Servier pursuant to this Agreement, which, for the avoidance of doubt, does not include any sublicense to the [***] Cellectis Patents not owned by Cellectis and/or [***].

A.59. "Servier Targets" means the Targets separately identified in writing to Cellectis by Servier on the date of this Agreement and identified as Servier Targets for the purpose of this Agreement (the "**Target Notice**").

A.60. "Servier Territory" means the world other than the US Partner Territory.

A.61. "Subsequent Product" [***]

A.62. "Substitute Product" [***]

A.63. "[***]" means an artificial restriction enzyme consisting of one or more polypeptides that comprise a sequence from a transcription activator-like effector protein designed to recognize and cleave a recognition site in a target sequence, engineered and sold by Cellectis or its Affiliates in the framework of this Agreement. [***].

A.64. "[***] Cellectis Patents" means the patent and patent applications included in Exhibit 2 of this Agreement.

A.65. "Target" means an antigen expressed on the cell surface of a tumor cell, as listed in Exhibit 5.

A.66. "Targeted Indication" means with respect to a Pre-Candidate Product, a Candidate Product or a Product, the therapeutic indication determined in such Product's Development Plan, and within the Field.

A.67. "Targeted Territory" means with respect to each Pre-Candidate Product, Candidate Product or Product, the following country(ies) or region(s): [***]

A.68. "Term" will have the meaning assigned to such term in Section 11.1.

A.69. "Territory" means any and all countries of the world.

A.70. "Third Party" means any person or entity other than Cellectis, Servier or an Affiliate of Cellectis or Servier.

A.71. "UCART19 Product" or "UCART19 Candidate Product" [***]

A.72. "UCART19 [***]" [***]

A.73. "UCART19 [***]" [***]

A.74. "UCART [***] Product" or "UCART [***] **Candidate Product"** means a Product or a Candidate Product directed against [***] Target.

A.75. "US Partner" means Allogene Therapeutic, Inc., which is a party, together with Servier, to an exclusive license and collaboration agreement pursuant to which Servier sublicensed the US Partner development and commercialization rights for UCART19 and UCART [***] Products in United States of America.

A.76. "US Partner Product Field" means human anti-tumor adoptive immunotherapy.

A.77. "US Partner Product" means an allogeneic anti-tumor adoptive T-cell expressing a single chain chimeric antigen receptor (CAR) targeting [***], and including specific attributes, as initially developed by Cellectis as per the Agreement, and that are initially licensed by Cellectis to Servier as per the US Partner Collaboration Agreement.

A.78. "US Partner Territory" means the United States of America and its territories and possessions.

A.79. "US Sublicense" means an exclusive sublicense agreement with the US Partner for the development and commercialization of UCART19 Products and UCART [***] Products in the United States of America and its territories and possessions.

A.80. "Valid Claim" means a claim of an issued and unexpired patent or patent application included in a Patent, which claim has not been revoked or held invalid or unenforceable by a court or other government agency of competent jurisdiction or has not been held or admitted to be invalid or unenforceable through re-examination or disclaimer, reissue, opposition procedure, nullity suit or otherwise. Notwithstanding the foregoing, if a claim of a pending patent application within a Patent has not issued as a claim of a patent within [***] after the filing date from which such claim takes priority, such claim shall not be a Valid Claim for the purposes of this Agreement, unless and until such claim issues as a claim of any issued patent (from and after which time the same would be deemed a Valid Claim subject to the first sentence of the definition above). With respect to a claim of a pending patent application, the phrase to "infringe a Valid Claim" shall mean to engage in activity that would infringe such claim if it were contained in an issued patent.

EXHIBIT 1
Fees, Payments and Royalties

A.1. Upfront Fee. In consideration for the signature of the 2014 Agreement, Servier paid Cellectis the non-refundable and non-deductible lump sum payment of two million five hundred thousand euros (2,500,000 €), excluding taxes, within [***] of the 2014 Agreement Date and receipt of the corresponding invoice.

A.2. License Fees. Upon exercise of each Option to License for Products pursuant to Section 4.1 herein (except for Substitute Products), Servier will pay Cellectis the non-refundable and non-deductible lump sum payment of [***].

Upon exercise of each Option to License for Subsequent Products pursuant to Section 4.1 herein, Servier will pay Cellectis the non-refundable and non-deductible lump sum payment of [***], excluding taxes.

A.3. Milestone event Payments to Cellectis.

(a) In consideration for the rights granted to Servier under this Agreement Servier will pay to Cellectis for each Candidate Product, Product, Substitute Product or Subsequent Product the following non-refundable milestone payments upon the occurrence of each event as set forth below. No milestone payment will be owed by Servier to Cellectis if the corresponding event to which such milestone payment relates is not deemed as achieved by the JSC pursuant to Section 3.5.

Milestone event	**Milestone payment** (in €)
[***]	[***]

(b) The non-refundable milestones set forth below shall be paid in full for the Candidate Product or the Product (as applicable).

(c) Those milestones set forth below, when already paid for the Candidate Product or the Product, shall not be paid a second time for the Substitute Product. For sake of clarity, the milestones that have not been paid for the Candidate Product or Product shall be paid in full for the Substitute Product.

(d) For Subsequent Products, those milestones shall only be paid at [***] (i.e. the [***] milestone shall only be [***]). For the avoidance of doubt, the first UCART19 Product that reaches the applicable milestone under Section A.3(f) of this Exhibit 1 shall bear [***] of such milestone payments and the second shall bear [***] of such milestone payment, as per this Section A.3(d).

(e) No milestone payment will be owed by Servier to Cellectis if the corresponding event to which such milestone payment relates is not deemed as achieved by the JSC pursuant to Section 3.5.

(f) Servier will pay to Cellectis the following non-refundable milestone payments upon the occurrence of each event:

Milestone event	**Milestone payment** (in €)
[***]	[***]

(g) In the event that Servier grants rights relating to Cellectis IP for the Development and/or Commercialization of a Candidate-Product or Product (including but not limited to a right of first refusal, or a right of first negotiation, or an option) to a Third Party for the territory of the United States of America before the date of exercise of each Option to License pursuant to section 4.1, on a Candidate Product-by-Candidate Product or Product-by-Product basis, Servier undertakes to pay to Cellectis an amount equal to [***] of all sums received by Servier from such Third Party, for such right, before the date of exercise of each Option to License until [***] on a Product by Product basis. Notwithstanding the foregoing, for UCART19 Products and UCART [***] Products, in the event that Servier grants rights relating to Cellectis IP for the Development and/or Commercialization of a Candidate-Product or Product (including but not limited to a right of first refusal, or a right of first negotiation, or an option) to a Third Party for the territory of the United States of America before the date of exercise of each Option to License pursuant to section 4.1, on a Candidate Product-by-Candidate Product or Product-by-Product basis, Servier undertakes to pay to Cellectis an amount equal to [***] of all sums received by Servier from such Third Party, for such right, before the date of exercise of each Option to License [***].

Upon Cellectis' request, Servier shall provide to Cellectis a redacted version of the part of the US Sublicense containing the development milestones payable, on a Product by Product basis, to Servier by the US Partner [***].

A.4. Sales Milestones to Cellectis.

Servier shall pay the following sales milestones the first time that annual Net Sales of a Product reach the following thresholds:

First time annual Net sales of a Product reaches	**Milestone payment** (in €M)
[***]	[***]

A.5. Royalties to Cellectis.

During the Royalty Term(s), Servier shall pay royalties to Cellectis on annual Net Sales of the Products:

Aggregate annual Net Sales of the Products	Royalty
[***]	[***]

For sake of clarity, any and all milestones due under A.4 and A.5 of this Exhibit 1 are due for UCART19 Products and Subsequent Products and UCART [***] Products.

A.6. Royalty Reductions

(a) Joint Patent(s). Notwithstanding the foregoing, should a Product, at any time, be solely Covered by Joint Patent in a given country within the Territory, then the royalties payable by Servier to Cellectis for such Product in such country shall be reduced by [***] of the amount otherwise payable hereunder (e.g., [***]) as of the date such situation occurs.

(b) Competition on the Target. Notwithstanding the foregoing, if there are and as soon as there are, in a given country within the Territory, sales of an allogeneic CART cell therapy targeting the same Target as a Product occurring before the First Commercial Sale of a Product, the royalties payable to Cellectis hereunder for the Product in such country shall be reduced by [***] of the amount otherwise payable hereunder (e.g., [***]) as of the date of such first sales.

(c) Third Party Royalty Payments. If Servier or any of its Affiliates or sublicensee (i) determines in its good faith judgment with advice from a external legal attorney that it is necessary or advisable to obtain a license from any Third Party in order to make, have made, use, sell, offer for sale or import any Product and pursuant to such license is required to pay any consideration, in the form of a royalty based on sales of such Product, or (ii) is required by any court of competent jurisdiction to pay damages and/or such license fees to such a Third Party in order to make, have made, use, sell, offer for sale or import any Product, then Servier shall use commercially reasonable efforts to negotiate a favorable economic license and Servier will be entitled to deduct up to [***] of such payments (until full reimbursement by Cellectis) from the royalties associated to such Product otherwise payable under Section A.5 of this Exhibit 1 (Royalties to Cellectis), provided however that in a given year, Royalties of Cellectis shall not be reduced of more than [***] than the initial value stated in Section A.5 of this Exhibit 1.

(d) The foregoing shall be without prejudice to any payment Cellectis has to make to Third Parties on the basis of intellectual property that: (i) is licensed by Cellectis prior to or as of the Effective Date; (ii) is intellectual property that Cellectis had knowledge of potential infringement from a Third Party prior to the exercise by Servier of the exclusive Option to License and that Cellectis did not disclose same to Servier in writing at that time at the latest; or (iii) is licensed or acquired by Cellectis after the Effective Date without Servier's prior written consent and related to the Product or uses or methods of manufacture thereof (or of its components).

A.7. Milestones already achieved at the Effective Date

(a) The Parties hereby acknowledge that the following Milestones have been achieved and the following payments have been paid by Servier as of the Effective Date.

Upfront payments and milestones (2014 Agreement)	Payment Amount
[***]	[***]

EXHIBIT 2

[***]

EXHIBIT 3

[***]

EXHIBIT 4

[***]

EXHIBIT 5

[***]

Exhibit 12.1

Certification by the Principal Executive Officer pursuant to
Securities Exchange Act Rules 13a-14(a) and 15d-14(a)
as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, André Choulika, certify that:

1. I have reviewed this Amendment No. 1 to Annual Report on Form 20-F of Cellectis S.A.; and

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: April 25, 2019

/s/ André Choulika
Name: André Choulika
Title: Chief Executive Officer *(Principal Executive Officer)*

Exhibit 12.2

Certification by the Principal Financial Officer pursuant to
Securities Exchange Act Rules 13a-14(a) and 15d-14(a)
as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Eric Dutang, certify that:

1. I have reviewed this Amendment No. 1 to Annual Report on Form 20-F of Cellectis S.A.; and

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: April 25, 2019

/s/ Eric Dutang
Name: Eric Dutang
Title: Chief Financial Officer *(Principal Financial Officer)*