

**SECOND AMENDMENT TO MASTER RESEARCH
COLLABORATION AGREEMENT**

This Second Amendment ("Amendment 2") is made and entered into the date of full execution ("Amendment 2 Effective Date") by and between The Washington University, a corporation established by a special act of the Missouri General Assembly approved February 22, 1853 and acts amendatory thereto, having its principal offices at One Brookings Dr., St. Louis, MO 63130 (hereinafter referred to as "WU") and SUN PHARMA ADVANCED RESEARCH COMPANY LTD., a company registered under the Companies Act, 1956 (Corporate Identification Number L73 IO0GJ2006PLC047837) with its registered office at SPARC, Akota Road, Akota, Vadodara 390 020 India and a business location at 17/B, Mahal Industrial Estate, Mahakali Caves Road, Andheri East, Mumbai 400093, India (herein after referred to as "SPARC"), each a "Party" or collectively the "Parties" of this Agreement.

WHEREAS, WU and SPARC entered into a Master Research Collaboration Agreement effective March 1, 2018, which was amended September 10, 2019 ("Agreement");

WHEREAS, WU and SPARC find it in their respective interests to amend the Agreement;

NOW THEREFORE, in consideration of the foregoing and the agreements below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Improvement IP Revisions.** Section 6.8 of the Agreement is hereby revised and replaced in its entirety with the following. For the avoidance of doubt, the revised terms will apply starting from the Effective Date of the Agreement.

“6.8 WU shall reasonably consider making Improvement IP (as defined below) available for licensing to SPARC. For purposes of this Section 6.8, “Improvement IP” shall mean improvements to Project Inventions that (a) were developed by a WU Principal Investigator (without use of SPARC Confidential Information) who is an inventor of Project Inventions that have been exclusively licensed to SPARC, (b) were developed within ten (10) years from WU’s and SPARC’s execution of an exclusive license agreement to the related Project Inventions, and (c) are either improvements covered by the licensed Patent Rights or which could not have been created without using the licensed Patent Rights (as defined in the Template License Agreement). It is agreed and acknowledged by the Parties that prior to a WU Principal Investigator collaborating with any for-profit third party to fund a sponsored research project which is likely to result in Improvement IP, SPARC shall have a right of first refusal for entering into a sponsored research agreement with WU (“Sponsored Research ROFR”), which shall be executed as either a mutually agreeable Project Statement or under a separate contract. If SPARC refuses the said right or fails to exercise such Sponsored Research ROFR within thirty (30) days, then WU shall be eligible to enter into negotiations and agreements for such sponsored research arrangement with any third party but without disclosing any SPARC

Confidential Information to such third party. The provisions of Section 6.8 of the Agreement shall terminate if SPARC cannot demonstrate, by achieving meaningful regulatory milestones within commercially reasonable timelines, that the Project Inventions exclusively licensed to SPARC have continuous active development towards a Licensed Product (as defined in the "Template License Agreement").

2. All other terms and conditions of the Agreement remain in full force and effect.
3. All the capitalized terms not defined under this Amendment 2 shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Amendment by signature below:

Sun Pharma Advanced Research Company Ltd.

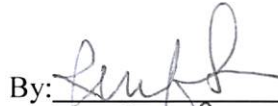
Washington University



By: _____
Name: Nitin K. Damle, PhD

Title: Sr. Vice President &
Chief Innovation Officer

Date: July 9, 2020



By: _____
Name: Jennifer Lodge

Title: Vice Chancellor for Research

Date: July 16, 2020

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