



STANFORD UNIVERSITY SCHOOL OF MEDICINE

PHILIP A. PIZZO, MD

Dean of the School of Medicine

Carl and Elizabeth Naumann Professor

Professor of Pediatrics and of Microbiology and Immunology

March 25, 2008

Dr. Robert Shafer
Associate Professor
235 Homer
Palo Alto CA 94301
MC 5107

Dear Bob:

You are aware of the discussions and negotiations that have been taking place with ABL. I have been informed by our legal team that an agreement has been reached that “neither party will bring any claim alleging infringement of certain defined patents”. Accordingly, Stanford needs to place a notice on the Stanford HIVDB as specified in Section 3 of the attached Agreement. As this saves us many millions of dollars in litigation expenses, I seek your cooperation in expeditiously implementing the notice in Section 3.

Thanks very much.

Very truly yours,

A handwritten signature in black ink, appearing to read 'PAP' followed by a stylized flourish.

Philip A. Pizzo, MD
Dean, School of Medicine

PAP/me

Cc: Ann Arvin, MD
Marcia Cohen
Patrick H. Dunkley
Kathy Ku
Luis Mejia

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PATENT IMMUNITY AGREEMENT

This Patent Immunity Agreement ("Agreement") is made as of March 7, 2008 ("Effective Date") by and between The Board of Trustees of the Leland Stanford Junior University, a non-profit body having corporate powers existing under the laws of the State of California ("Stanford"), with its principal place of business at Stanford University, Stanford, California 94305, and Advanced Biological Laboratories, S.A., a limited liability company organized under the laws of Luxembourg ("ABL"), with its principal place of business at 2, rue des Dalhias, L-1411 Luxembourg, Luxembourg.

RECITALS

A. Stanford has filed a declaratory judgment action against ABL in the United States District Court for the Northern District of California, Civil No. C07 05415, relating to allegations by ABL that Stanford has infringed certain patents owned by ABL (the "Pending Litigation").

B. Stanford and ABL have agreed to settle the Pending Litigation without either party's making any admission of any liability. As part of the settlement, each of Stanford and ABL has agreed (i) to dismiss the Pending Litigation and (ii) grant to the other party immunities from suit with respect to certain patents, with the intent that neither party will have any risk of a claim or liability for infringement of such patents as a result of the activities described in this Agreement.

THEREFORE, in consideration of the covenants, representations, warranties, and other terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

Section 1. DEFINITIONS

1.1 "ABL Affiliate" means any entity that, directly or indirectly, through one or more intermediaries, is Controlled by ABL. ABL Affiliates include ABL Pty Ltd (South Africa), TherapyEdge Inc., ABL Patent Licensing Technologies sarl, and ITS SA (ABL in Belgium) for so long (in each case) as such Control exists.

1.2 "ABL Party" means (a) ABL, (b) any ABL Affiliate, and (c) any service provider, supplier, contractor, or other third party that provides (but only in its capacity as a provider of) services or products to ABL or any ABL Affiliates.

1.3 "ABL Patents" means U.S. Patent Nos. 6,188,988 and 6,081,786 and their foreign counterparts, together with any continuations, continuations in part, divisionals and other patents and patent applications with a priority date based in whole or in part on such patents or the patent applications therefor.

1.4 "Change of Control" means, with respect to a party, the occurrence of any of the following events: (a) the acquisition by any other person or entity or group of persons or entities, through any transaction or series of related transactions, of Control of such party; (b) such party consolidates with or merges with or into another corporation, partnership or other entity, whether or not such party is the surviving entity of such transaction (unless immediately after such

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consolidation or merger, the persons or entities who Controlled the party prior to the transaction Control such surviving entity); or (c) a sale or other transfer of all or substantially all of the assets or business of such party.

1.5 "Claim" means any legal action, arbitration, administrative proceeding, demand for royalties, or other action, demand or claim of infringement.

1.6 "Commercial Activity" means using or offering the Stanford Databases to diagnose, monitor and propose optimal personalized therapeutic guidance to HIV/AIDS patients for a fee or otherwise in exchange for monetary consideration.

1.7 "Control" means, with respect to any entity, beneficial ownership, directly or indirectly, of securities representing fifty percent (50%) or more of the total voting power entitled to vote in elections of such entity's board of directors or other governing authority, or in the case of a non-corporate entity, equivalent interests conferring the power to direct or cause the direction of the governance or policies of such entity.

1.8 "Non-Commercial Activity" means any activity that does not constitute a Commercial Activity, including using or offering the Stanford Databases for any educational, research and development, or humanitarian purposes.

1.9 "Stanford Affiliate" means any entity that, directly or indirectly, through one or more intermediaries, is Controlled by or is under common Control with Stanford. Stanford Affiliate also includes (a) any entity that has a board of directors, board of trustees or similar governing body to which Stanford or any other Stanford Party has the authority to appoint a majority of the directors, trustees or persons with similar governing authority and (b) any other entity that is a not-for-profit entity and has a board of directors, board of trustees or similar governing authority a majority of which is composed of directors, employees or representatives of Stanford or any other Stanford Party. Stanford Affiliates include the Stanford Hospital and Clinics and the Lucile Packard Children's Hospital at Stanford.

1.10 "Stanford Databases" means Stanford's HIVDB, eCARE, Art-AiDE and SIERRA database systems.

1.11 "Stanford Party" means (a) Stanford, (b) any Stanford Affiliate, and (c) any service provider, supplier, contractor, or other third party that provides (but only in its capacity as a provider of) services or products to Stanford or any Stanford Affiliates.

1.12 "Stanford Patents" means U.S. Patent Nos. RE38352, 5,856,086, 5,650,268, and 5,631,128 and their foreign counterparts, together with any continuations, continuations in part, divisionals and other patents and patent applications with a priority date based in whole or in part on such patents or the patent applications therefor.

1.13 "Stanford Product" means any service or product of any Stanford Party, whether now existing or hereafter developed, including the Stanford Databases and any modifications, derivatives and successors of or to such Stanford Databases.

1.14 "Stanford-Related Party" means any direct or indirect user, customer or distributor of a Stanford Product (other than Stanford or a Stanford Affiliate).

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1.15 "Subject Patents" means (a) with respect to ABL, the ABL Patents, and (b) with respect to Stanford, the Stanford Patents.

Section 2. IMMUNITIES FROM SUIT

2.1 ABL Immunity Grant

(a) **Non-Commercial Activities.** ABL will not bring (or cause to be brought) any Claim alleging infringement of any ABL Patent against any Stanford Party or Stanford-Related Party that is based in whole or in part on any Non-Commercial Activity relating to a Stanford Product. The grant of immunity set forth in this Section 2.1(a) will not (and Stanford will acknowledge in accordance with Section 3 that such grant of immunity does not) apply to any Stanford-Related Party to the extent it is engaged in Commercial Activities.

(b) **Commercial Activities.** ABL will not bring (or cause to be brought) any Claim alleging infringement of any ABL Patent against any Stanford Party that is based in whole or in part on any Commercial Activity. The grant of immunity set forth in this Section 2.1(b) is personal to the Stanford Parties and shall not extend to or otherwise benefit any Stanford-Related Party or any other third party.

2.2 **Stanford Immunity Grant.** Stanford will not bring (or cause to be brought) any Claim alleging infringement of any Stanford Patent against any ABL Party that is based in whole or in part on any activities of ABL relating to a service or product of ABL. The grant of immunity set forth in this Section 2.2 is personal to the ABL Parties and shall not extend to or otherwise benefit any other party.

2.3 Nature of Immunities; Effect of Assignment.

(a) The immunities set forth above in Sections 2.1 (ABL Immunity Grant) and 2.2 (Stanford Immunity Grant) are nonexclusive, nontransferable, nonsublicensable, worldwide and royalty-free.

(b) The immunities set forth in Sections 2.1 (ABL Immunity Grant) and 2.2 (Stanford Immunity Grant) (i) constitute currently effective grants of immunity that are perpetual and irrevocable and are not terminable for any reason (except that the immunities may be revoked or terminated as set forth in Section 4 (Assignment and Change in Control)), and (ii) shall apply to and be binding on any direct or indirect assignees, exclusive licensees or other transferees of the Subject Patents. To the extent that such immunities shall not automatically be binding on any such assignees, exclusive licensees or other transferees (and for avoidance of doubt), the assigning, licensing or transferring party shall cause such immunities to be so binding (and shall make the other party a third-party beneficiary of the undertaking to be bound). In addition, the assigning, licensing or transferring party shall indemnify and hold harmless the other party against all damages, costs and other liabilities (including attorneys' fees) that result from or relate to any failure to cause such immunities to be so binding.

(c) Without limitation of the generality of the foregoing, the immunities set forth in set forth in Sections 2.1 (ABL Immunity Grant) and 2.2 (Stanford Immunity Grant) and the obligation to bind assignees, exclusive licensees and other transferees are specifically enforceable. To the extent that any Claim for infringement of the Stanford Patents or ABL

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Patents is made notwithstanding Section 2.1 (ABL Immunity Grant) or 2.2 (Stanford Immunity Grant), the Stanford Party, the ABL Party and the Stanford-Related Party (in each case for the activities described in Section 2.1 (ABL Immunity Grant) or 2.2 (Stanford Immunity Grant)) shall have the unconditional right to dismissal of the Claim (without the need for a showing of irreparable harm, inadequacy of damages or other circumstances that may otherwise be a condition for specific performance). In addition, to the extent that there is any assignment, exclusive license or other transfer of the Stanford Patents or ABL Patents, the other party shall have the unconditional right to have such immunities be made binding (or to prevent the assignment, license or other transfer unless such immunities are binding) on the assignee, licensee or other transferee (without the need for a showing of irreparable harm, inadequacy of damages or other circumstances that may be a condition for specific performance).

Section 3. NOTICE ON STANFORD WEBSITE

Stanford will place the following notice on the website at which Stanford makes available the Stanford Databases to third-party entities generally:

Use of the databases offered on this website does not imply rights under any third party patents, including U.S. Patent Nos. 6,188,988 and 6,081,786, held by ABL, S.A. (www.ablsa.com). In particular, no rights are granted under such patents of ABL to any user, customer or distributor of such databases for use by the user, customer or distributor in activities for a fee or otherwise in exchange for monetary consideration.

Stanford may remove or modify the notice to the extent that any of the ABL Patents expires or is declared invalid or unenforceable and may modify the notice to the extent it is inaccurate. ABL acknowledges that it will monitor such website and notify Stanford promptly if the notice is removed from such website (other than in accordance with the foregoing).

Section 4. ASSIGNMENT AND CHANGE OF CONTROL

4.1 Prohibition on Assignment. Neither party shall (and neither party shall have the right to) assign, delegate or otherwise transfer, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement. Any purported assignment, delegation or other transfer shall be null and void. Subject to the foregoing, this Agreement shall be binding upon the parties and their respective successors and permitted assigns.

4.2 Effect of Change of Control. In addition, the parties acknowledge and agree that this Agreement shall not inure to the benefit of a party that undergoes a Change of Control (an "Acquired Party"). Accordingly, in the event of any such Change of Control, the immunities and other rights granted to the Acquired Party shall terminate effective upon such Change of Control.

Section 5. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that (a) it has the full power and authority to enter into this Agreement, grant the immunities granted hereunder, and otherwise perform its obligations hereunder, (b) it is the sole owner of its Subject Patents and has not assigned, exclusively licensed or otherwise transferred any rights with respect to its Subject Patents to any third party.



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(c) this Agreement is binding on and enforceable against such party in accordance with its terms, and (d) the compliance by such party with its obligations hereunder will not conflict with or result in a breach of any other agreement to which such party is a party or is otherwise bound. In addition, ABL represents and warrants that it Controls the entities described in Section 1.1 (definition of "ABL Affiliate") as ABL Affiliates.

Section 6. SETTLEMENT AND RELEASE

6.1 Releases.

(a) ABL, on behalf of itself and its representatives, hereby irrevocably releases and forever discharges the Stanford Parties and their respective representatives from any and all Claims and any and all damages, losses, costs and expenses, and other liabilities (including attorneys' fees and costs) of any kind or nature, past, present or future, fixed or contingent, direct or indirect, in law or equity, several or otherwise, known or unknown, suspected or unsuspected, that arise from or relate in any way to any act prior to the Effective Date with respect to infringement of the ABL Patents or any subject matter of the Pending Litigation, including any claims that were or could have been brought in the Pending Litigation.

(b) Stanford, on behalf of itself and its representatives, hereby irrevocably releases and forever discharges ABL and its representatives from any and all Claims and any and all damages, losses, costs and expenses, and other liabilities (including attorneys' fees and costs) of any kind or nature, past, present or future, fixed or contingent, direct or indirect, in law or equity, several or otherwise, known or unknown, suspected or unsuspected, that arise from or relate in any way to any act prior to the Effective Date with respect to infringement of the Stanford Patents or any subject matter of the Pending Litigation, including any claims that were or could have been brought in the Pending Litigation.

(c) The foregoing releases are expressly intended to cover and include all claims, past, present or future, known or unknown, suspected or unsuspected, which can or may ever be asserted by successors or otherwise, as the result of the matters herein released, or the effects or consequences thereof.

6.2 Waiver. Each party, on behalf of itself and its representatives, hereby irrevocably and forever waives all rights such party may have arising under California Civil Code Section 1542 (or any analogous requirement of law) with respect to the foregoing releases. Each party understands that Section 1542 provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Each party acknowledges that it has been fully informed by its counsel concerning the effect and import of this Agreement under California Civil Code Section 1542 and other requirements of law.

6.3 Dismissal of Pending Litigation. Within ten (10) days after the Effective Date, the parties shall cause to be completed, executed and filed with the United States District Court



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for the Northern District of California a stipulated dismissal with prejudice of the Pending Litigation consistent with this Agreement and in the form set forth in Exhibit A.

6.4 No Admission. This Agreement is entered into in order to compromise and settle disputed claims, without any concession or admission of validity or invalidity or enforceability or nonenforceability of any patent rights by any party, and without any acquiescence on the part of either party as to the merit of any claim, defense, or counterclaim related to the Pending Litigation. Neither this Agreement nor any part thereof shall be, or be used as, an admission of infringement or liability by anyone, at any time for any purpose.

6.5 Attorneys Fees and Costs. Each party shall be responsible for its own attorneys' fees and costs, if any, in connection with this Agreement and the Pending Litigation.

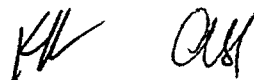
Section 7. MISCELLANEOUS

7.1 Term. This Agreement shall remain in full force and effect until the last to expire of the ABL Patents and the Stanford Patents. The immunities granted herein shall survive and continue after any expiration or termination of this Agreement unless previously terminated in accordance with Section 4.

7.2 No Implied Warranties, Etc. Nothing contained in this Agreement shall be construed as: (a) a warranty or representation by either of the parties as to the validity or scope of any patents; (b) conferring upon either party any license, immunity or other right under any patents or other intellectual property rights, except the immunities and other rights expressly granted hereunder; (c) a warranty or representation that any acts immunized hereunder will be free from infringement of any patents or other intellectual property rights, other than those patents under which immunities and other rights have been expressly granted hereunder; (d) an agreement to bring or prosecute actions or suits against third parties for infringement or agreement conferring any right to bring or prosecute actions or suits against third parties for infringement; (e) conferring any right to use, in advertising, publicity, or otherwise, any trademark or trade name, or any contraction, abbreviation or simulation thereof, of either party; or (f) an obligation to furnish any technical information or know-how.

7.3 Publicity, Etc. Neither party will use any name, trademark or trade name of the other party, or any contraction, abbreviation or simulation thereof, in advertising, in publicity, or otherwise, or indicate or imply any association with the other party, provided that the foregoing shall not affect the notice rights or obligations expressly contemplated by this Agreement. In addition, notwithstanding this Section 7.3 and Section 7.13, (a) promptly after the Effective Date, Stanford's Office of Technology Licensing will post on its web site for a period of two years after dismissal of the Pending Litigation a statement that the parties have mutually agreed to the dismissal of the Pending Litigation, and (b) promptly after the Effective Date, ABL will place on its web site at the news and press releases section, for a period of at least two years after dismissal of the Pending Litigation, (i) a link to and a then current copy of such statement (as described in Section 7.3 (a)) and (ii) a link to and a then current copy of the notice on Stanford's website described in Section 3.

7.4 No Implied Licenses. Each party hereby retains all rights not expressly granted by this Agreement. To the fullest extent permitted by applicable law, each party hereby disclaims any and all implied licenses, immunities and other rights. In addition, this Agreement



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provides no licenses, immunities or other rights to either party under any trademarks or trade names, copyrights, mask work rights or trade secrets.

7.5 Constructive and Other Notices of Rights. Each party hereby authorizes the other party to make filings and inform third parties to provide constructive or other notice of the rights and obligations under Section 2 (including filings with the United States Patent and Trademark Office and/or under the Uniform Commercial Code). Each party will execute and/or acknowledge any such filings or notices as reasonably requested by the other party.

7.6 Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and obligations of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement or the subject matter hereof shall be commenced in a federal court in the Northern District of California or in state court in the County of Santa Clara, California, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding. In the event of any legal suit, action or proceeding arising out of or relating to this Agreement or the subject matter hereof, the prevailing party shall be entitled to receive (from the other party) the reasonable attorneys' fees (and all related costs and expenses), and all other costs and expenses paid or incurred by such prevailing party in connection with such suit, action or proceeding (including in connection with enforcing any related judgment or order).

7.7 Interpretation. For purposes of interpreting this Agreement, (a) headings used in this Agreement are for reference purposes only and will not be deemed a part of this Agreement; (b) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (c) unless otherwise specifically stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or paragraph; and (d) the words "include" and "including" shall not be construed as terms of limitation, and shall therefore mean "including but not limited to" and "including without limitation."

7.8 No Waiver. Any failure of either party to enforce, at any time or for any period of time, any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce such provisions.

7.9 Severability. If any term, clause or provision of this Agreement shall be determined to be invalid, the validity of any other term, clause or provision shall not be affected; and such invalid term, clause or provision shall be deemed deleted from this Agreement.

7.10 Notices. All notices required or permitted to be given hereunder shall be sent in writing by certified or registered mail, or by facsimile (with a confirmation letter of the facsimile), to the address specified below or to such changed address as may have been previously specified in writing by the addressed party:



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If to ABL:
Advanced Biological Laboratories, S.A.
2 Rue des Dahlias, L-1411
Luxembourg
Fax: +352-2638-8938
Attention: Dr. Chalom B. Sayada, President & CEO

If to Stanford:
Stanford University
Office of the General Counsel
Stanford, California 94305
USA
Fax: 650-723-4323
Attention: Patrick Dunkley

With a copy to:
Office of Technology Licensing
1705 El Camino Real
Palo Alto, CA 94306-1106
USA
Fax: 650-725-7295
Attention: Luis Mejia

Each such notice shall be effective upon receipt.

7.11 Nature of Agreement. This is a contract under which each party is a licensor to the other party of rights with respect to "intellectual property" within the scope of Section 101 of the U.S. Bankruptcy Code, and, in the event of a case under the Bankruptcy Code involving a party, the other party shall have the right to exercise any and all rights described in Section 365(n) of the Bankruptcy Code or in this Agreement, including the right to retain the rights (including the immunities) contemplated hereby.

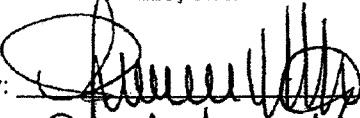
7.12 Entire Agreement. This Agreement sets forth the entire agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous representations, warranties, negotiations, discussions and understandings between them, and neither of the parties shall be bound by any representations, warranties, provisions, or other terms and conditions with respect to such subject matter other than those expressly provided herein or as duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized officer or representative of the parties hereto.

7.13 Disclosure. This Agreement and its terms shall be confidential, and neither party shall disclose this Agreement or its terms to any person or entity, except (a) with the prior written consent of the other party, (b) to the extent such party is compelled to do so by federal or state law (including applicable securities or accounting regulations) or by a court of competent jurisdiction, or (c) in confidence to any person or entity with a reasonable business interest in knowing such information, such as any Stanford Party or Stanford-Related Party.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date below written.

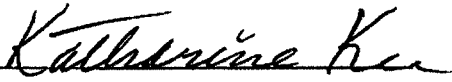
ADVANCED BIOLOGICAL
LABORATORIES, S.A.

By: 

Title: President and CEO -
Administrative
delegate.

Chaloum B. SAYADA

BOARD OF TRUSTEES OF THE LELAND
STANFORD JUNIOR UNIVERSITY

By: 

Title: DIRECTOR
TECHNOLOGY LICENSING

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**EXHIBIT A
FORM OF DISMISSAL**

CR