

Exhibit 11

Public Redacted

Version

AMENDED AND RESTATED NGP DISTRIBUTION AGREEMENT

BY AND BETWEEN

PHILIP MORRIS INTERNATIONAL MANAGEMENT S.A.

AND

ALTRIA CLIENT SERVICES LLC

July 15, 2015

Facsimile: 888-532-0988; or

Mail: Altria Client Services
Post Office Box 6544
Portland, OR 97228-6544

Any invoice submitted to ALCS in an improper format or without the required documentation will be returned unpaid to PMI for correction and resubmission.

- 5.4. **Payment.** All payments made hereunder shall be made in Dollars to accounts specified to ALCS or the applicable ALCS Affiliate by PMI reasonably in advance of such payments being due. ALCS will pay all undisputed portions of properly documented invoices within thirty (30) days after receipt of the invoice, or as otherwise agreed in writing by the Parties. If ALCS disputes any portion of an invoice, ALCS will provide written notice to PMI within ten (10) days of receipt of the invoice indicating the reason ALCS is withholding any amount, and will pay the undisputed portion of the invoice. Neither the payments made to PMI, nor the method of those payments, will relieve PMI of its obligation to perform its obligations in compliance with the requirements in this Agreement. In addition, no payment by ALCS or any ALCS Affiliate of any invoice will be deemed ALCS's or the applicable ALCS Affiliate's acceptance of the NGP Products described on the invoice.
- 5.5. **Late payment.** If ALCS fails to make any payment to PMI hereunder on the due date for payment and the payment is not in dispute between the relevant Parties, or in the event of a dispute that has not been resolved, without prejudice to any other right or remedy available to PMI, PMI shall be entitled to charge ALCS interest (both before and after judgment) on the amount unpaid at the annual rate of twelve (12) months LIBOR plus two per cent (2%) calculated on a daily basis until payment in full is made without prejudice to PMI's right to receive payment on the due date.

6. INTELLECTUAL PROPERTY.

6.1. **NGP License.**

- 6.1.1. Subject to Section 8.3 below, PMI, for itself and on behalf of the PMI Affiliates, hereby grants to ALCS and the applicable ALCS Affiliate for the term of this Agreement on a NGP Product-by-NGP Product basis:
- (i) an exclusive (including with regard to PMI and PMI Affiliates) license under the [REDACTED] Intellectual Property to Commercialize the NGP Products in the ALCS Territory, with the right to grant sublicenses for the sole purpose of Commercialization of NGP Products in the ALCS Territory by ALCS and the applicable ALCS Affiliate (for the avoidance of doubt, no sublicenses may be granted for the purpose of allowing Commercialization of NGP Products in the ALCS Territory by or on behalf of any Person other than ALCS or an Affiliate);
 - (ii) an exclusive (including with regard to PMI and PMI Affiliates except as otherwise provided in Article 9 of this Agreement) license and right of reference under the Regulatory Approvals and any other Regulatory Documentation that PMI or PMI Affiliates may Possess with respect to [REDACTED] as necessary for purposes of Commercializing [REDACTED] in the ALCS Territory; and
 - (iii) a non-exclusive, as to PMI and the PMI Affiliates, and otherwise exclusive, license and right of reference under the Regulatory Approvals and any other Regulatory Documentation that PMI or PMI Affiliates may Possess with respect to [REDACTED] as necessary for the purpose

of seeking Regulatory Approval for ██████████ in the ALCS Territory, subject to Article 9 and the other terms of this Agreement.

If FDA Authorization has not been obtained for any NGP Product ██████████ of the date of submission of the relevant application or report to the FDA or other competent U.S. Government Authority, ALCS's licenses as set out above, and PMI's exclusive supply obligations set out in Section 2.1, shall expire; provided that such ██████████ shall exclude any time periods commencing upon receipt of a written request by the FDA for additional information and ending upon delivery of such information to the FDA. Notwithstanding the foregoing, in the event that PMI obtains FDA Authorization for ██████████ after the licenses granted under this Section 6.1.1 have expired pursuant to the preceding sentence as a result of the time required to obtain FDA Authorization, ALCS shall have an option to an exclusive license under the ██████████ Intellectual Property on the terms outlined in this Section 6.1.1 and subject to the terms of this Agreement (including any extension of the term on account of a delay in obtaining FDA Authorization as provided in Section 12.1), which option shall last for ██████████ following FDA Authorization. The foregoing option shall be exercisable by ALCS by sending written notice thereof to PMI.

6.1.2. PMI hereby grants to ALCS a Right effective upon receipt of FDA Authorization for ██████████ to (i) an exclusive (including with regard to PMI and PMI Affiliates) license under the PMI ██████████ Intellectual Property to Commercialize ██████████ products in the ALCS Territory, with the right to grant sublicenses for the sole purpose of Commercialization of ██████████ products in the ALCS Territory by ALCS and the applicable ALCS Affiliate (for the avoidance of doubt, no sublicenses may be granted for the purpose of allowing Commercialization of NGP Products in the ALCS Territory by or on behalf of any Person other than ALCS or an Affiliate); (ii) an exclusive (including with regard to PMI and PMI Affiliates) license and right of reference under the Regulatory Approvals and any other Regulatory Documentation that PMI or PMI Affiliates may Possess with respect to ██████████ as necessary for purposes of Commercializing ██████████ products in the ALCS Territory, and (iii) a non-exclusive, as to PMI and the PMI Affiliates, and otherwise exclusive, license and right of reference under the Regulatory Approvals and any other Regulatory Documentation that PMI or PMI Affiliates may Possess with respect to ██████████ as necessary for purposes of seeking Regulatory Approval for ██████████ in the ALCS Territory, subject to Section 9 and the other terms of this Agreement, in each case on financial terms to be agreed between the Parties, but otherwise on the terms contained herein. Upon agreement of any such financial terms, ██████████ shall be deemed an NGP Product hereunder and Schedule A hereto shall be amended accordingly.

6.1.3. The license grants set forth in Section 6.1.1 and, if exercised, Section 6.1.2 shall be limited to the embodiments of NGP Products as delivered by PMI or a PMI Affiliate to ALCS or the applicable ALCS Affiliate for Commercialization in the ALCS Territory pursuant to Section 2.1 above. Nothing in this Agreement obligates PMI or its Affiliates to license any products or technology to ALCS or any ALCS Affiliate, other than the NGP Products, the ██████████ Intellectual Property, the PMI NGP Marketing Intellectual Property and, subject to Section 6.1.2, the ██████████ Intellectual Property.

6.1.4. The license grants set forth in Section 6.1.1 and 6.1.2 do not include the right for ALCS to further develop, improve or modify any NGP Product.

6.2. **NGP Marketing Intellectual Property.**

6.2.1. Subject to Section 8.3 below, PMI hereby grants to ALCS and the applicable ALCS Affiliate an exclusive (including with regard to PMI and PMI Affiliates), ██████████ license under the PMI

NGP Marketing Intellectual Property (excluding Trademark Rights within the PMI NGP Marketing Intellectual Property, which are separately addressed in Section 6.2.2 below), to the extent it has the equivalent rights in the ALCS Territory, to use the same for the purpose of Commercializing any NGP Product in the ALCS Territory, with the right to grant sublicenses to the sole extent necessary for the purpose of Commercialization of NGP Products in the ALCS Territory by ALCS and the applicable ALCS Affiliate (for the avoidance of doubt, no sublicenses may be granted for the purpose of allowing Commercialization of NGP Products in the ALCS Territory by or on behalf of any Person other than ALCS or an ALCS Affiliate).

6.2.2. ALCS shall be under no obligation to use the PMI NGP Marketing Intellectual Property or any Trademark Rights within the PMI NGP Marketing Intellectual Property in the Commercialization of NGP Products in the ALCS Territory. [REDACTED]

6.2.2.1 [REDACTED] subject to Section 8.3 below, PMI hereby grants to ALCS an exclusive (including with regard to PMI and PMI Affiliates) license under the agreed Trademark Right(s) within the PMI NGP Marketing Intellectual Property to Commercialize NGP Products in the ALCS Territory, with the right to grant sublicenses for the sole purpose of Commercialization of NGP Products by ALCS and the applicable ALCS Affiliate in the ALCS Territory, subject to quality control requirements as determined by PMI in its sole reasonable discretion.

6.2.2.2 [REDACTED] ALCS hereby grants to PMI an exclusive (including with regard to ALCS and ALCS Affiliates) license under the agreed Trademark Right(s) Possessed by ALCS to Commercialize NGP Products in the PMI Territory, with the right to grant sublicenses for the sole purpose of Commercialization of NGP Products by PMI and PMI Affiliates in the PMI Territory, subject to quality control requirements as determined by ALCS in its sole reasonable discretion.

6.3. **Ownership.** All right, title, and interest in and to the PMI [REDACTED] Intellectual Property, the [REDACTED] Intellectual Property and the PMI NGP Marketing Intellectual Property is and shall remain the sole and exclusive property of PMI. All right, title, and interest in and to the ALCS [REDACTED] is and shall remain the sole and exclusive property of ALCS.

6.4. **IP Maintenance.** PMI shall be solely responsible at its own cost and expense for the filing, prosecution, maintenance and/or defense of (i) the Patents forming part of the PMI [REDACTED] Intellectual Property and the [REDACTED] Intellectual Property (subject to Section 6.1.2) that it elects to seek and procure (“PMI Patent Rights”); and (ii) the Trademark Rights forming part of the PMI NGP Marketing Intellectual Property and licensed to ALCS hereunder (the “PMI Trademarks”) (together “PMI IP Rights”) and will do so in the ALCS Territory in accordance with the strategy that PMI reasonably devises. In connection with the foregoing, PMI covenants for the term of this Agreement to [REDACTED] provided that PMI shall not be under an obligation to file for such patents if PMI has a commercially reasonable basis for not making such filing, and (z) use commercially reasonable efforts to prosecute and/or defend and maintain the Patents and registered trademarks that Cover the NGP Products to be sold by ALCS or the applicable ALCS Affiliate hereunder in the ALCS Territory. PMI shall keep ALCS reasonably informed of all material developments in relation to PMI IP Rights and shall consider in good faith

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