

### Stipulation of Covenant Not to Sue (“Covenant”)

Atossa Therapeutics, Inc. (“Patent Owner”) hereby stipulates as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:
  - a. **“Covenant Period”** shall mean the period from the Effective Date (if any) to the later of expiration or invalidation of the Subject Patent.
  - b. **“Covenantee”** shall mean (1) Intas Pharmaceutical Ltd. and its affiliates and (2) Jina Pharmaceuticals Inc. and its affiliates.
  - c. **“Effective Date”** shall mean the date the PTAB denies institution of the PTAB Proceeding.
  - d. **“PTAB Proceeding”** shall mean *Intas Pharmaceutical Ltd., v. Atossa Therapeutics, Inc.*, PGR2025-00043 (PTAB).
  - e. **“Subject Patent”** shall mean U.S. Patent No. 12,071,391.
2. **Covenant Not to Sue.** During the Covenant Period, Patent Owner unconditionally and irrevocably covenants not to sue Covenantee and their distributors, customers and users for any alleged infringement of the Subject Patent based on their manufacture, having manufactured, importation, distribution, use, sale and/or offering for sale of any Covenantee’s product that incorporates the salt form of (Z)-endoxifen and that is used for the treatment of bipolar disorder or other psychiatric disorders.
3. **No Admissions.** Neither the fact of Patent Owner’s stipulation to this Covenant nor the terms hereof nor any acts undertaken by Patent Owner pursuant hereto shall constitute an admission or concession by Patent Owner regarding the validity, enforceability, or infringement of the Subject Patent, or any liability or wrongdoing whatsoever.
4. **No Other Rights.** Except as otherwise expressly provided herein, Patent Owner does not grant to the Covenantee Entities, nor any of their distributors, customers, and users, any express or implied right, license, ownership or other proprietary interests to or under Patent Owner’s patents, copyrights, trademarks, or trade secret information.
5. **Governing Law.** This Covenant shall be governed by and construed in accordance with the law of the State of Delaware, United States of America, without regard to the principles of conflicts of law thereof or of any other forum.

6. **Entire Agreement.** This Covenant constitutes the entire stipulation of Patent Owner with respect to the subject matter hereof and supersedes any and all prior and contemporaneous stipulations, understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

This exhibit replaces the covenant EX2008 dated July 7, 2025 and referring to U.S. Patent No. 11,572,334.

IN WITNESS HEREOF, Patent Owner has caused its duly authorized representative to execute this Covenant.

By: DocuSigned by:  
*Heather Rees*  
AD95F95E-4713-460

Name: Heather Rees  
Title: Chief Financial Officer  
Date: 8/25/2025

**Atossa Therapeutics, Inc.**