

## **EXHIBIT 1**

### **Conditions of Use**

The Rab32 constitutive S69R point mutation knock-in mouse model (Taconic Model #22574), referred to hereinafter as the “Rab32 S69R KI Model” or “Model,” may be purchased by for-profit and non-profit users under the following label license (no signatures required).

#### **LABEL LICENSE AGREEMENT**

The Model is produced and distributed under rights to patents and/or intellectual property owned by or licensed to The Michael J. Fox Foundation (“MJFF”) and Taconic. Taconic has rights to breed and distribute the Model. MJFF permits the sale of such Model to each purchaser that agrees to the Terms and Conditions of the Sale and following terms of use:

- Title to the Model, any progeny and biological materials derived from the foregoing remains with MJFF.
- The Model may be bred or crossbred by purchaser or by Taconic for purchaser.
- Purchaser shall inform MJFF of any crossbred animal generated (“Modified Progeny”), shall at MJFF’s election deposit breeding pairs of each Modified Progeny with Taconic or another designee of MJFF and shall permit Taconic or another designee of MJFF to distribute the Modified Progeny on behalf of MJFF to non-profit institutions or for-profit institutions without any compensation to purchaser on terms similar to the terms and conditions by which purchaser received the Model. Purchaser assumes all liability for any claim or demand that Modified Progeny created by purchaser infringes on the intellectual property rights of any third party.
- The Model, progeny, and biological materials derived from them will not be distributed to any third party.
- Purchaser assumes all risk from using the Model, progeny, and biological materials.
- To the extent permissible by law, purchaser indemnifies, defends, and holds harmless MJFF from any claim or demand that purchaser’s use or transfer of the Model, progeny, or biological materials has caused harm, damage, or liability.

The Model was generated using CRISPR/Cas9 technology. Taconic uses CRISPR/Cas9 technology to generate and/or distribute gene-edited models under licenses from The Broad Institute, Inc., the Massachusetts Institute of Technology, the President and Fellows of Harvard College, the University of Iowa Research Foundation and ERS Genomics.

The Model and biological materials derived from the Model may only be used for purchasers’ internal research purposes in the Field, unless purchaser otherwise has rights from the Broad Institute, Inc. covering such use. “Field” means use as a research tool for research purposes, and expressly excludes any (a) clinical use, (b) human, veterinary, livestock or agricultural use, or (c) manufacture, distribution, sale, promotion, use or other exploitation as a testing service, therapeutic or diagnostic for humans or animals.

The Model and biological materials derived from the Model will not be sold or used to perform services for third parties (unless purchaser is acting on behalf of a third-party to which they have

communicated these Conditions of Use and which third party has accepted these Conditions of Use), or otherwise used for commercial purposes.

Purchasers will only use the Model and biological materials derived from the Model in compliance with all applicable laws and regulations, including applicable human health and animal welfare laws and regulations.

Each non-profit purchaser agrees that it, and not Taconic's licensors, shall be responsible for any liability, damage, loss, or expense arising out of or related to purchaser's use of the purchased Model and any biological materials derived from the Model, including any breach of the Label License Agreement by purchaser.

Each for-profit purchaser further agrees that it shall indemnify, defend and hold harmless Taconic's licensors against any liability, damage, loss, or expense (including without limitation reasonable attorneys' fees and expenses) incurred by or imposed upon any of Taconic's licensors in connection with any claims, suits, investigations, actions, demands or judgments arising out of or related to purchaser's use of the purchased Model and any biological materials derived from the Model.

Each purchaser acknowledges that the purchased Model and any biological materials derived from the Model and its use may be the subject of one or more issued patents and/or pending patent applications owned by Taconic's licensors, and the purchase of the Model does not convey a license under any claims in the foregoing patents or patent applications.