

## EXHIBIT 1

### Conditions of Use

The NTac:SD-Prkn<sup>em9353\_4Tac</sup> (Taconic Model #22952), NTac:SD-Pink1<sup>em9357\_1Tac</sup> (Taconic Model #22640), NTac:SD-Lrrk2<sup>em9358Tac</sup> (Taconic Model #MJFF0032), and NTac:SD-Prkn<sup>em9353\_4Tac</sup>Pink1<sup>em9357\_1Tac</sup> (Taconic Model #23196), are each individually referred to hereinafter as a “**Model**,” or collectively, in any combination, as the “**Models**,” and may each be purchased individually or in any combination by for-profit and non-profit users under the following Label License, which does not require signatures for the transaction to be completed.

### LABEL LICENSE AGREEMENT

The Models are 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 Models. MJFF permits the sale of such Models to each purchaser that agrees to the Terms and Conditions of the Sale and following terms of use:

- Title to each Model, any progeny and biological materials derived from the foregoing remains with MJFF.
- The Models 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 one or more of the Models. 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 Models, progeny, and biological materials derived from them will not be distributed to any third party.
- Purchaser assumes all risk from using the Models, 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 either or both of the Models, progeny, or biological materials has caused harm, damage, or liability.

The Models were 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 Models and biological materials derived from the Models 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 Models and biological materials derived from the Models 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 Models and biological materials derived from the Models 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 Models and any biological materials derived from the Models, 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 Models and any biological materials derived from the Models.

Each purchaser acknowledges that any of the purchased Models and any biological materials derived from the Models 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 Models does not convey a license under any claims in the foregoing patents or patent applications.