

Conditions of Use

The NOD.Cg-Prkdc^{scid} Il2rg^{tm1Sug}/JicTac mouse strain (the CIEA NOG mouse®) and all genetic or other modifications of the CIEA NOG mouse® excluding the CIEA BRG mouse¹ (collectively “NOG Mice”) are proprietary to the Central Institute for Experimental Medicine and Life Science (CIEM) (formerly, Central Institute of Experimental Animals, and as referenced herein, “CIEA”) and In-Vivo Science International (“IVSI”). CIEA and IVSI have transferred NOG Mice to Taconic Biosciences, Inc. (“Taconic”) for distribution under the terms and conditions set forth herein. By acceptance of any MATERIAL (defined below) Purchaser and Purchaser’s Institution agree to be bound by these terms and conditions. (¹CIEA BRG mouse, model #11503 (C.Cg-Rag2^{tm1Fwa} Il2rg^{tm1Sug}/JicTac), is subject to the CIEA BRG mouse Conditions of Use.)

The research material covered by these Conditions of Use includes all NOG Mice and any progeny, and biological materials (e.g., cells, nucleic acids, antibodies or vectors) containing any of the genetic modifications present in NOG Mice, all of which is collectively the “MATERIAL”.

The MATERIAL is made available for research solely at the Purchaser’s location and for investigational use only in laboratory animals or in *in vitro* experiments and may not be used in humans or for any other purpose. Purchaser and Purchaser’s Institution will use the MATERIAL in compliance with all laws and governmental regulations and guidelines applicable to the MATERIAL.

The MATERIAL may not be further genetically modified by any means. The MATERIAL may not be used to make products that are distributed, sold, transferred or released to a third party.

Purchaser may not sell, transfer, distribute, or release to any other person the MATERIAL, including without limitation the MATERIAL transferred to the Purchaser or any material generated by Purchaser from the MATERIAL such as mice, cells or vectors containing the genetic modifications present in the MATERIAL provided to Purchaser. Please contact Taconic if your research requires transfer of MATERIAL to a service provider to perform testing on behalf of Purchaser.

Purchaser may not breed NOG Mice. Please contact Taconic if your research requires breeding of NOG Mice.

Purchaser may publish or otherwise disclose data or results obtained using the MATERIAL. In any and all publications reporting the results and data deriving from the use of MATERIAL, Purchaser shall refer to the purchased model first by its nomenclature together with the model name and model # and thereafter by the model name alone (see list below). Purchaser shall refer to CIEA as the inventor of NOG Mice and Taconic as the distributor of NOG Mice. If the CIEA NOG mouse® was purchased, then Purchaser may use the CIEA NOG mouse® trademark only for the purpose of scientific presentations or publications of results deriving from the use of CIEA NOG mouse®.

CIEA and IVSI retain all right, title and interest in and to the MATERIAL, including without limitation, any progeny containing a genetic modification in the delivered MATERIALS, derivatives containing any of the genetic modifications and uses thereof. CIEA and IVSI also retain all right, title and interest in its patents and patent applications and other intellectual property rights relating to the MATERIAL. No other right or license to MATERIAL or to its manufacture, use, or sale or to any intellectual property rights of CIEA, IVSI or Taconic is granted or implied as a result of Taconic sending the MATERIAL to Purchaser.

Purchaser and Purchaser’s Institution assume all liabilities which may arise from the use of MATERIAL, and to the extent permitted by law shall indemnify CIEA, IVSI and Taconic against claims asserted by third parties arising from the use, storage, handling and disposal of MATERIAL by Purchaser and Purchaser’s Institution.

The MATERIAL is provided “AS IS”. All characteristics of the MATERIAL are not fully understood and its use may involve risks or dangers that are not fully known or appreciated. None of CIEA, IVSI and Taconic provides any warranties with respect to the MATERIAL, express or implied, either in fact or by operation of law, statutory or otherwise. EACH OF CIEA, IVSI AND TACONIC EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Terms Specific to Non-Profit Purchasers (excluding users at non-profit entities affiliated with a for-profit entity):

The MATERIAL is made available for research solely at the Purchaser’s location that is conducted by Purchaser (and by individuals working under Purchaser’s direct supervision) and only during the time that Purchaser is working at the Institution. The MATERIAL will be used solely for the purpose of conducting non-commercial research studies in laboratory animals or *in vitro* experiments. The MATERIAL may not be used in humans. The MATERIAL may not be used for the development of any commercial purposes or on behalf of

any commercial entity, including, but not limited to, drug screening, assay development or identifying targets for commercial purposes. It will not be used in fee-for-service contract research. Purchaser and Purchaser's Institution may use the MATERIAL only in compliance with all laws and governmental regulations and guidelines applicable to the MATERIAL.

Purchaser and/or Purchaser's Institution must notify Taconic and IVSI in writing and in sufficient detail of the content of any invention which arises out of the direct use of the MATERIAL ("INVENTION") prior to the filing of any patent application, utility model and/or any other applications for the protection of intellectual property rights in such INVENTION. Taconic and IVSI shall hold such disclosure in confidence. Purchaser's Institution shall promptly notify Taconic and IVSI upon the issuance of a patent (or any equivalent intellectual property right) to Purchaser and/or Purchaser's Institution covering such INVENTION. Purchaser and Purchaser's Institution hereby grant to Taconic, IVSI and CIEA a non-exclusive, royalty-free, perpetual right to use such INVENTION.

In addition to the foregoing, the NOG Mice listed below are subject to the following Conditions of Use specific to NOG Mice generated using CRISPR/Cas9:

Nomenclature	Model #	Model Name
NOD.Cg-B2m ^{em1Tac} Prkdc ^{scid} Il2rg ^{tm1Sug} /JicTac	14957	B2m-NOG
NOD.Cg-B2m ^{em1Tac} Prkdc ^{scid} Il2rg ^{tm1Sug} /JicTac	huPBMC-14957	huPBMC-B2m-NOG
NOD.Cg-Flt3 ^{em1Jic} Prkdc ^{scid} Il2rg ^{tm1Sug} Tg(CAG-FLT3L)/Jic	23538	NOG Flt3 KO hFTL3
NOD.Cg-Flt3 ^{em1Jic} Prkdc ^{scid} Il2rg ^{tm1Sug} Tg(CAG-FLT3L)/Jic Tg(SV40/HTLV-IL3,CSF2)10-7/Jic	23539	NOG-EXL Flt3 KO hFTL3
NOD.Cg-Prkdc ^{scid} Csf1r ^{em1} Il2rg ^{tm1Sug} Tg(CSF1*)/Jic	23800	M-CSF Csf1r KO NOG
NOD.Cg-Gt(ROSA)26Sore ^{m1} (SV40-IL3,CSF2)Jic Prkdc ^{scid} Il2rg ^{tm1Sug} /JicTac	24631	ROSA NOG-EXL KI

Each Model indicated in the table above 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, ERS Genomics and Helmholtz Zentrum München Deutsches Forschungszentrum für Gesundheit und Umwelt (GmbH).

The Models and biological materials derived from them may only be used for purchasers' internal research purposes in the Field, unless purchaser otherwise has rights from the Broad 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 them 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 them 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 them, including any breach of the Label License "Conditions of Use Non-Profit Users" for NOG Mice 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 them.

Each purchaser acknowledges that the purchased Models and any biological materials derived from them 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.