

Dear Investigator:

Please find attached the Cyagen Repository Terms of Sale. Please complete the Institution and Investigator signature block details, including the desired model, and Authorized Representative and Investigator name, title and contact email address. The Authorized Representative must be someone who can legally represent the institution, such as someone in the Technology Transfer, Licensing or Contracts office.

Submit the completed Terms of Sale directly to your Taconic account representative together with a PO for the applicable fees. Once Taconic has the completed Terms of Sale, you will be contacted to arrange payment.

Cyagen Repository – Terms of Sale

The undersigned non-profit institution (hereafter “Institution”) shall accept the following terms and conditions of sale for the indicated Cyagen Repository model on behalf of itself and its below identified Investigator by submitting an executed copy of this document (the “Terms of Sale”) together with Institution’s valid purchase order. Institution’s purchase order shall not be binding on Taconic Biosciences, Inc. (“Taconic”) until it has been accepted by Taconic. Taconic’s acceptance of Institution’s purchase order is expressly conditioned on Institution’s agreement, by its signature below, that (a) no term or condition in Institution’s purchase order shall modify, supplement, supersede or amend these Terms of Sale; and (b) no terms, provisions, or conditions of any purchase order will have any effect on the obligations of the parties under or otherwise modify these Terms of Sale. Taconic expressly objects to any terms, provisions or conditions of any purchase order. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Institution agrees as follows.

1. Institution agrees to the following terms and conditions of use, on behalf of itself and its below identified Investigator, with respect to the Cyagen Repository model which is indicated in the signature block below.

a. The purchased Cyagen Repository model may be used to obtain progeny (meaning mice, including successive generations thereof) that are produced, developed or derived by Taconic or Institution, whether by breeding, rederivation or other means. Biological materials may be derived from the Cyagen Repository model and its progeny. The Cyagen Repository model, progeny and biological materials are collectively referred to as “Materials.”

b. Materials may be used by Institution and Service Providers solely for the academic research purposes of the Investigator. Materials may not be used for the benefit of or on behalf of any commercial entity.

c. Institution agrees that Materials will not be sold to any third party and will not be used to perform services for any third party. Institution further agrees that Materials will not be transferred to any third party except a Service Provider under the terms set forth in this clause. “Service Provider” means an entity that performs contract research services for the benefit of Institution under a written agreement between Institution and said Service Provider. Each written agreement between Institution and a Service Provider shall include at least the following terms: the agreement shall (a) permit the use of Materials solely for the benefit of Institution, (b) assign exclusively to Institution any and all rights to all data and information generated or developed, and all discoveries and inventions made (including, without limitation, all patent and other intellectual property rights therein) by Service Provider through use of Materials, (c) prohibit the sale or transfer of Materials to any third party, and (d) obligate Service Provider to return or destroy all Materials upon the completion of its services for Institution. Institution is prohibited from use of any Service Provider for purposes of breeding and/or crossbreeding of Materials, unless such rights are specifically granted to Institution by Taconic in writing.

2. Institution recognizes that cryorecovery and production of a Cyagen Repository model involves a number of technologically complex steps and that Taconic may not be able to recover and deliver the requested Cyagen Repository model within the typical time period or further may be unable to deliver the requested Cyagen Repository model. In the event that Taconic determines that due to technical difficulties delivery of the requested Cyagen Repository model will require a period of time that is longer than typical then Taconic shall promptly notify Institution of the delay. Upon such notification Institution may elect to cancel the order or may accept the longer period of time for delivery. Institution’s election shall be the sole remedy of Institution for any delay. Should Institution request refund of the amount paid for the order then Taconic shall refund the amount paid and shall have no further obligations to Institution under these Terms of Sale. Further, in the event that at any time Taconic determines that it will be unable to deliver the requested Cyagen Repository model, then Taconic shall promptly notify Institution and shall refund to Institution the amount paid for the order. Upon such refund to Institution, Taconic shall have no further obligations to Institution under these Terms of Sale.

3. [Include as applicable] The Cyagen Repository 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, ERS Genomics and Helmholtz Zentrum München Deutsches Forschungszentrum für Gesundheit und Umwelt (GmbH).

- (a) The Materials and biological materials derived from them may only be used for Institution's and the named Investigator's internal research purposes in the Field, unless Institution otherwise has rights from the Broad covering such use. "Field" means use as a research tool for research purposes, and expressly excludes any (i) clinical use, (ii) human, veterinary, livestock or agricultural use, or (iii) manufacture, distribution, sale, promotion, use or other exploitation as a testing service, therapeutic or diagnostic for humans or animals.
- (b) Institution and Investigator will only use the Materials and biological materials derived from them in compliance with all applicable laws and regulations, including applicable human health and animal welfare laws and regulations.
- (c) Institution agrees that it, and not Taconic's licensors, shall be responsible for any liability, damage, loss or expense arising out of or related to Institution's and Investigator's use of the purchased Materials and any biological materials derived from them, including any breach of these Terms of Sale by Institution or Investigator.
- (d) Institution acknowledges that the Materials and any biological materials derived from them and their 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 Cyagen Repository model does not convey a license under any claims in the foregoing patents or patent applications.

4. CYAGEN REPOSITORY MODELS ARE SUPPLIED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. TACONIC HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FOR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE FOREGOING, TACONIC MAKES NO REPRESENTATION OR WARRANTY THAT THE BREEDING OR USE OF MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

5. TACONIC SHALL NOT IN ANY EVENT BE LIABLE TO INSTITUTION FOR ANY LOSS, CLAIM, DAMAGE OR LIABILITY, OF WHATEVER KIND OR NATURE, WHICH MAY ARISE FROM OR IN CONNECTION WITH THE USE, HANDLING OR STORAGE OF MATERIALS BY INSTITUTION OR INVESTIGATOR OR SERVICE PROVIDERS. TACONIC SHALL NOT IN ANY EVENT BE LIABLE WITH RESPECT TO ANY MATTER ARISING WITH RESPECT TO THE MATERIALS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES.

6. To the extent permitted by law, Institution will indemnify and hold Taconic harmless from any claims or liability arising from any use, storage, handling or disposal of Materials by Institution (including by Investigator and Service Providers), except to the extent that such claims or liability result from the negligence or willful misconduct of Taconic. Institution's obligation to indemnify Taconic as set forth herein is conditioned on Taconic giving Institution prompt written notice of all claims, providing reasonable cooperation in Institution's investigation and defense thereof, and permitting Institution to defend said claims at Institution's expense with legal counsel of Institution's choice.

7. These Terms of Sale will become effective on the date signed by Taconic ("Effective Date"), and will terminate three (3) years and four (4) months from the Effective Date (the "Initial Term"), unless extended in writing by the parties for an additional three (3) year term prior to the expiration of the Initial Term. For clarity, such extension may be subject to the payment of an additional fee. **Institution may terminate these Terms of Sale at any time upon written notice of termination to Taconic together with an affidavit that Institution has destroyed, and as applicable any Service Provider has returned to Institution or destroyed, all Materials.** These Terms of Sale may be terminated by Taconic at any time upon thirty (30) days prior written notice to Institution in the event of a breach of the terms and conditions of these Terms of Sale by Institution or Service Provider (or both), provided however that in the event that Institution and/or Service Provider remedy such breach within the thirty (30) day notice time period and provide written certification to Taconic of same then these Terms of Sale shall not terminate. **Upon termination or expiration of these Terms of Sale, Institution shall destroy, and as applicable cause Service Provider to destroy, all Materials; and Institution shall provide a written declaration to Taconic that this has been done.**

IN WITNESS WHEREOF, Institution has caused these Terms of Sale to be executed by its duly authorized representative on the date set forth below, to be effective as of the date executed on behalf of Taconic ("Effective Date").

Signature Page Follows

Institution:

By: _____
Authorized Representative Signature

Print Name and Title: _____

Email: _____

Institution Name: _____

Date: _____ Cyagen Repository Model # _____ CRISPR (Y/N): _____

Cyagen Repository Model (Licensed Product) Fee: _____

Breeding Services Fee: _____ AT TACONIC (Y/N): _____

Purchase Order Number: _____ (must attach Purchase Order)

READ AND UNDERSTOOD

I have read and understand these Terms of Sale and accept the terms as they relate to my activities as Investigator.

Signature Date

Printed Name and Title of Investigator

Taconic:

By: _____ Effective Date: _____
Authorized Representative Signature

Mary Powers
Contract Administrator

Wendy Nack-Lawlor, JD
Sr. Director, Assistant General Counsel

Taconic Biosciences, Inc., 273 Hover Avenue, Germantown, NY 12526