

Dear Investigator:

Please find attached the EZcohort® Terms of Sale. Complete all required information and ensure that an Authorized Representative of your company signs the Terms of Sale. The Authorized Representative must be someone who can legally represent your Company.

Submit the completed Terms of Sale directly to legal@taconic.com together with a PO for the referenced fee. Once Taconic has the completed Terms of Sale, you will be contacted to arrange payment.

Thank you for your interest in EZcohort®

EZcohort® – Terms of Sale

The undersigned entity (hereafter “Customer”) shall accept the following terms and conditions of sale for the indicated EZcohort model by submitting an executed copy of this document (the “Terms of Sale”) together with Customer’s valid purchase order. Customer’s purchase order shall not be binding on Taconic Biosciences, Inc. (“Taconic”) until it has been accepted by Taconic. Taconic’s acceptance of Customer’s purchase order is expressly conditioned on Customer’s agreement, by its signature below, that a) no term or condition in Customer’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, Customer agrees as follows.

1. Customer agrees to the following terms and conditions of use with respect to the EZcohort model which is indicated in the signature block below.

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

b. Materials may be used by Customer, its affiliates and Service Providers solely for the internal research purposes of Customer and its affiliates, including without limitation, research directed towards the discovery, identification, selection, characterization of human therapeutic products.

c. Customer agrees that neither Customer nor any of its affiliates shall sell Materials to any third party. Customer further agrees that they and their affiliates shall not transfer Materials 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 Customer under a written agreement between Customer and said Service Provider. Each written agreement between Customer and a Service Provider shall include at least the following terms: the agreement shall (a) permit the use of Materials by such Service Provider solely for the internal research purposes of Customer, (b) assign exclusively to Customer 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 such Service Provider through use of such Materials, (c) prohibit the sale or transfer of such Materials by such Service Provider to any third party, and (d) obligate such Service Provider to return or destroy such Materials upon the completion of its services for Customer or its affiliates.

2. EZCOHORT 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.

3. TACONIC SHALL NOT IN ANY EVENT BE LIABLE TO CUSTOMER 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 CUSTOMER OR ANY OF ITS AFFILIATES 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.

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

5. These Terms of Sale will become effective on the date that is the later of the date set forth below and the date upon which Customer's purchase order is received by Taconic. **Customer may terminate these Terms of Sale at any time upon written notice of termination to Taconic together with an affidavit that Customer has destroyed, and as applicable any Service Provider has returned to Customer or destroyed, all Materials.** These Terms of Sale may be terminated by Taconic at any time upon thirty (30) days prior written notice to Customer in the event of a breach of the terms and conditions of these Terms of Sale by Customer or Service Provider (or both), provided however that in the event that Customer 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, Customer shall destroy, and as applicable shall cause Service Provider to destroy, all Materials; and Customer shall provide a written declaration to Taconic that this has been done.**

IN WITNESS WHEREOF, Customer 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").

Customer:

By: _____
Authorized Representative Signature

Print Name: _____

Title: _____

Customer Name: _____

Date: _____ EZcohort Model # _____ Fee: _____

Purchase Order Number: _____ (must attach Purchase Order)

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 Ave.
Germantown, NY 12526