

Dear Investigator:

Please find attached the GEM Collection Commercial 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](mailto:legal@taconic.com). Please attach a Purchase Order for the amount due to the Terms of Sale.

Thank you for your interest in the GEM Collection.

## **GEM Collection Commercial Terms of Sale**

The undersigned entity (hereafter “Customer”) shall accept the following terms and conditions of sale for the indicated GEM Collection 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 GEM Collection model which is indicated in the signature block below.

a. The purchased GEM Collection 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 GEM Collection model and its progeny. The GEM Collection 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.** Taconic distributes the GEM Collection model under a license granted by Merck Sharpe and Dohme Corporation (“MSD”). MSD is a third-party beneficiary of these Terms of Sale.

**3.** Customer recognizes that cryorecovery and production of an GEM Collection model involves a number of technologically complex steps and that Taconic may not be able to recover and deliver the requested GEM Collection model within the typical time period or further may be unable to deliver the requested GEM Collection. In the event that Taconic determines that due to technical difficulties delivery of the requested GEM Collection model will require a period of time that is longer than typical then Taconic shall promptly notify Customer of the delay. Upon such notification Customer may elect to cancel the order or may accept the longer period of time for delivery. Customer’s election shall be the sole remedy of Customer for any delay. Should Customer request refund of the amount paid for the order then Taconic shall refund the amount paid and shall have no further obligations to

Customer under these Terms of Sale. Further, in the event that at any time Taconic determines that it will be unable to deliver the requested GEM Collection model, then Taconic shall promptly notify Customer and shall refund to Customer the amount paid for the order. Upon such refund to Customer, Taconic shall have no further obligations to Customer under these Terms of Sale.

4. Customer is not entitled to any ownership or license rights other than as explicitly set out in these Terms of Sale. Customer shall solely own all research results. MSD expressly reserves rights in and to any patents claiming, or any other proprietary rights in and to, the Materials, and nothing herein shall be construed as creating, granting or conveying to Customer, whether expressly, by implication, estoppel or otherwise, any ownership interest or other rights in or to or claiming the Materials or its uses.

5. GEM COLLECTION 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.

6. 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.

7. To the extent permitted by law, Customer will indemnify and hold Taconic and MSD 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.

8. These Terms of Sale may not be assigned by Customer to any third party without the prior written consent of Taconic. Taconic may assign these Terms of Sale to MSD and in the event of such assignment, Taconic will promptly inform Customer.

9. These Terms of Sale will become effective on the date that is set forth below ("Effective Date"). **Customer may terminate these Terms of Sale at any time upon written notice of termination to Taconic together with an affidavit that 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/or 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 Effective Date.

By: \_\_\_\_\_  
Authorized Representative Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Date: \_\_\_\_\_

GEM Collection model# \_\_\_\_\_ | Purchase Order# \_\_\_\_\_  
**Copy Must Be Attached**

**Taconic Biosciences, Inc.:**

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