

Dear Investigator:

Please find attached the Knockout Repository Terms of Sale. Complete all required information and ensure that an Institutional Representative signs the Terms of Sale. The Institutional Representative must be someone who can legally represent your Institution: typically this would be someone in your Technology Transfer, Licensing or Contracts office.

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 the Taconic Knockout Repository.

Phenotypic Data Packages for Knockout Repository Mouse Models

The undersigned company (hereafter “Customer”) shall accept the following terms and conditions of sale for the phenotypic data package for the indicated Knockout Repository Mouse Model by submitting an executed copy of this document (the “Agreement”) 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 the Customer's agreement, by its signature below, that a) no term or condition in Customer’s purchase order shall modify, supplement, supersede or amend this Agreement; 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 this Agreement. 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. Taconic distributes phenotypic data packages for Knockout Repository Mouse Models under a license granted by Lexicon Pharmaceuticals Incorporated (“Lexicon”). Lexicon maintains ownership of the phenotypic data. Customer agrees to the following terms and conditions of use with respect to each of the phenotypic data packages for the Knockout Repository Mouse Model ordered by Customer.

a. Information contained in phenotypic data packages may be used by Customer, its affiliates and Contract 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.

b. Customer agrees that neither Customer nor any of its affiliates shall sell information contained in phenotypic data package to any third party, and that they shall not transfer information contained in phenotypic data package to any third party except a Contract Service Provider under the following conditions. A “Contract Service Provider” means an entity that performs contract research services for the benefit of Customer. Upon execution of a material transfer agreement by Customer, a Contract Service Provider and Taconic, and payment of the fees set forth in such material transfer agreement, Customer and its affiliates shall be permitted to transfer information contained in phenotypic data package to such Contract Service Provider for purposes of such Contract Service Provider’s performance of fee-for-service contract research services for Customer and its affiliates. Such material transfer agreement shall (a) permit the use of information in phenotypic data package by such Contract Service Provider solely for the internal research purposes of Customer and its affiliates, (b) assign exclusively to Customer or its affiliates 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 Contract Service Provider through use of such information contained in phenotypic data package, (c) prohibit the sale or transfer of such information contained in phenotypic data package by such Contract Service Provider to any third party, and (d) obligate such Contract Service Provider to return or destroy such phenotypic data package upon the completion of its services for Customer or its affiliates.

c. Customer acknowledges and agrees that Lexicon is an intended third-party beneficiary of these terms and conditions, and of any material transfer agreement, with the right to enforce the foregoing restrictions.

2. PHENOTYPIC DATA PACKAGES 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 PHENOTYPIC DATA PACKAGES WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

4. NEITHER TACONIC NOR LEXICON SHALL 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 THE USE, HANDLING OR STORAGE OF THE PHENOTYPIC DATA PACKAGE BY CUSTOMER OR ANY OF ITS AFFILIATES OR CONTRACT SERVICE PROVIDERS. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE TO THE CONTRARY, NEITHER LEXICON NOR TACONIC WILL BE LIABLE WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT 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.

5. 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 the phenotypic data package by Customer (including by Customer’s investigators and Contract 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.

6. Neither party shall use the name of the other party or any contraction or derivative thereof or the name(s) of the other party’s employees in any advertising, promotional, sales literature, or fundraising documents without prior written consent from the other party.

IN WITNESS WHEREOF, Customer has caused this Agreement 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: _____ Fee: _____ KO Model # _____ PO # (attach PO) _____

Taconic:

By: _____
Authorized Representative Signature

Gretchen Rice, JD PhD
Vice President, General Counsel

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

Taconic Biosciences, Inc.
1 Discovery Drive, Suite 304
Rensselaer, NY 12144

Effective Date: _____