ACCEPTANCE OF DELIVERY OF THESE MICE WILL BE DEEMED TO BE YOUR (hereinafter "RECIPIENT") ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.

The original source of this mouse strain was the INSTITUTION associated with the individual strain as identified by The Jackson Laboratory ("JACKSON") Stock ID in Schedule A.

This mouse strain, including any and all progeny and derivatives, ("MICE") is distributed by JACKSON and subject to JACKSON's General Terms and Conditions, available at https://www.jax.org/about-us/legal-information/terms-and-conditions-of-product-use, and to the following terms and conditions:

Use of MICE by for-profit entities requires the RECIPIENT to agree to a Fee Per Mouse Agreement ("FPMA") with JACKSON. To request a copy of the FPMA, please email TechTran@jax.org or call Peter Wells at 207-288-688

Each non-profit RECIPIENT of MICE from JACKSON agrees that MICE and any products derived from the MICE shall be used by the non-profit RECIPIENT solely for internal research and shall not be sold or transferred or provided to any third party without prior written consent of JACKSON. Each non-profit RECIPIENT further agrees not to use any agent or other third party to provide breeding or other services with respect to the MICE, without the prior written agreement of JACKSON. Acceptance of the MICE from JACKSON shall be deemed a representation that RECIPIENT is a non-profit organization and agrees to these terms.

THESE MICE ARE EXPERIMENTAL IN NATURE AND JACKSON AND INSTITUTION MAKE NO REPRESENTATION AND EXTEND NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT OF ANY PATENT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

In no event shall JACKSON or INSTITUTION be liable for any use of the MICE, and RECIPIENT hereby agrees, to the extent of applicable law, to defend, indemnify and hold JACKSON and INSTITUTION harmless from any loss, claim, damage, or liability which may arise from Purchaser's use, storage and disposal of the MICE.
Schedule A

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Applicable Riders:

1. HHMI

Specific conditions regarding the use of Mouse Strains listed at in Schedule A or at https://www.jax.org/FPM_Mice expressing the Rag1<tm1Mom> allele.

Whereas:

M.I.T., Tufts University, and the Dana Farber Cancer Institute are the owners of certain tangible property relating to M.LT. Case No. 5783HG, "Rag-I Deficient Mice Have No Mature B and T Lymphocytes," by Randall Scott Johnson of Dana Farber, Peter Mombaerts, formerly an employee of M.I.T, Virginia Eileen Papaoioanuo of Tufts University and Susumu Tonegawa, an employee of the Howard Hughes Medical Institute (hereinafter referred to as “HHMI”) doing research at an HHMI laboratory at M.I.T., and

MIT has the right to grant licenses to the tangible property relating to M.LT. Case No. 5783HG, subject only to a paid-up, nonexclusive, irrevocable license to HHMI for research purposes, with no right to assign or sublicense.

The parties agree:

“License” means the license agreement to which this Rider Schedule is appended.

HHMI is not a party to the License and has no liability to any licensee, sublicensee, or user of anything covered by the License, but HHMI is an intended third-party beneficiary of the License and certain of its provisions are for the benefit of HHMI and are enforceable by HHMI in its own name. This provision shall survive any termination of this Agreement.

Indemnification Provision

HHMI requires that it and its trustees, officers, employees and agents be indemnified and held harmless by licensees against claims based on or arising out of the License. The following is the indemnification provision that is required by HHMI:

HHMI and its trustees, officers, employees, and agents (collectively, "HHMI Indemnitees"), will be indemnified, defended by counsel acceptable to HHMI, and held harmless by COMPANY from and against any claim, liability, cost, expense, damage, deficiency, loss, or obligation, of any kind or nature (including, without limitation, reasonable attorneys' fees and other costs and expenses of defense) (collectively, "Claims"), based upon, arising out of, or otherwise relating to COMPANY’s , use, handling, storage, or disposition of the Mouse Strains expressing the Rag1<tm1Mom> allele by any other contracting party or others who possess the Mouse Strains expressing the Rag1<tm1Mom> allele through a chain of possession leading back, directly or indirectly, to COMPANY, including without limitation any cause of action relating to product liability. The previous sentence will not apply to any Claim that is determined with finality by a court of competent
jurisdiction to result solely from the gross negligence or willful misconduct of an HHMI Indemnitee. Notwithstanding any other provision of this Agreement, COMPANY’s obligation to defend, indemnify and hold harmless the HHMI Indemnites under this paragraph will not be subject to any limitation or exclusion of liability or damages or otherwise limited in any way. This provision shall survive any termination of the License.

Insurance

HHMI will have the same rights and benefits as JACKSON under the insurance provisions of the License.

Arbitration

Notwithstanding the foregoing, no dispute affecting the rights or property of HHMI shall be subject to the arbitration provisions set forth above.

Use of Name Provision

COMPANY acknowledges that under HHMI policy, COMPANY may not use the name of HHMI or of any HHMI employee (including Dr. Susumu Tonegawa) in a manner that reasonably could constitute an endorsement of a commercial product or service; but that use for other purposes, even if commercially motivated, is permitted provided that (1) the use is limited to accurately reporting factual events or occurrences, and (2) any reference to the name of HHMI or any HHMI employees in press releases or similar materials intended for public release is approved by HHMI in advance.

2. TALEN – For Profit/Non-CRO

Limited Use License for Licensed Mice

This genetically modified mouse model (“Model”) is sold subject to a license agreement for transcription activator-like (TAL) effector technology between The Jackson Laboratory and Thermo Fisher Scientific, Inc. ("TFS"). The purchase of this Model conveys to the buyer the limited, non-transferable right to use (i) the Model, (ii) progeny or derivatives of the Model generated by buyer, and (iii) cells, tissue, or other biological material extracted or derived from such Model or its corresponding progeny or derivatives (where (i), (ii), and (iii) are collectively defined as “Material”) only to perform internal research for the sole benefit of the buyer. The buyer cannot sell or otherwise transfer Material to a third party, or otherwise use Material for any Excluded Use, except that buyer may transfer Material to the buyer’s legal affiliates, provided that each such legal affiliate agrees in writing not to transfer Material to any third party and to use such Material solely for research as set forth in this limited use label license and not for any Excluded Use. All sales of Models are reported to TFS.

“Excluded Use” means

(i) any activity for consideration, including but not limited to: (a) any use, directly or indirectly, in manufacturing, production, or quality control, (b) any use to provide a service, information, or data, (c) any use for therapeutic, diagnostic or prophylactic purposes, or (d) any sale, resale, leasing, or licensing, whether or not for research purposes;
(ii) any activity in a Phase I or later clinical trial;
(iii) any activity in any agricultural field trial, including any such field trial that would be subject to regulation by the United States Department of Agriculture if the Plants were to constitute genetically engineered organisms under 7 C.F.R. § 340 (or any successor regulation);
(iv) any activity directed towards the submission of data to the United States Food and Drug Administration, the United States Department of Agriculture, the United States Environmental Protection Agency, or any equivalent regulatory agency outside of the United States, in support of an application for clearance, approval or deregulation by such agency;
(v) screening or profiling of more than 10,000 distinct compounds (high-throughput screening);
(vi) cell line development for purposes of bioproduction of recombinant protein;
(vii) scale-up activities, the primary focus of which is to increase from small-scale to production-scale;
(viii) any use in or with Plants; and
(ix) all other uses not specifically permitted under this limited use label license.

“Plant” means any plant, plant tissues or plant cells, including green algae (but excluding fungi and blue-green algae) generated by use of Material, or any progeny (propagated through any number of generations) or unmodified derivatives of such plants, tissues or cells.

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For information on obtaining additional rights to use Material in Plants, please contact Two Blades Foundation at info@2blades.org or Two Blades Foundation, 1630 Chicago Avenue, Suite 1907, Evanston, IL 60201 USA.

3. Tg FeRn IP rights

Mouse models are subject to U.S. Patents 6,992,234 and 7,358,416 and all patents issuing from US patent application 09/993,322, (“Patents”) COMPANY is granted a non-exclusive right to Patents for the purpose of this Agreement.

4. Broad Institute, Inc. CRISPR/Cas9 Limited Use License

Limited Use License for Mouse Models Generated with the CRISPR/Cas9 Technology.

This mouse strain or other product (the "Licensed Product") is sold by The Jackson Laboratory ("Jackson") under a license agreement with the Broad Institute, Inc. ("Broad") that contains certain limitations and obligations. By purchasing this product, you (the "Limited Licensee") agree to be bound by the following limited license (the "Limited License"). Additional capitalized terms are defined below.

Limited Licensee is granted the non-transferable right to use the Licensed Product and Enabled Products purchased from Jackson solely for research conducted by such Limited Licensee in accordance with all of the following requirements: (i) the Limited Licensee shall not sell or otherwise transfer the Licensed Product or Enabled Products (including without limitation any material that contains the Licensed Product or Enabled Products in whole or part) to any other person or entity or use the Licensed Product or Enabled Products to perform services for the benefit of any other person or entity other than bona fide research collaborators or contract research organizations, (ii) the Limited Licensee shall use only the purchased amount of the Licensed Product and components of the Licensed Product and Enabled Products, only for its internal research within the Field and not for any Commercial Purposes, however the Limited License will not prevent breeding of the Licensed Product for use under the Limited License, (iii) the Limited Licensee shall use the Licensed Product and Enabled Products in compliance with all applicable laws and regulations, including without limitation applicable human health and animal welfare laws and regulations, (iv) Jackson, Broad, The Massachusetts Institute of Technology ("MIT") and the President and Fellows of Harvard College ("Harvard") provide no warranties of any kind to the Limited Licensee (statutory or implied) concerning the Patent Rights, the Licensed Product or Enabled Products, including without limitation, as to product quality, condition, description, merchantability, fitness for a particular purpose, noninfringement of intellectual property rights or the absence of latent or other defects, and all such warranties are hereby expressly disclaimed, (v) Jackson, Broad, MIT and Harvard expressly disclaim any warranty regarding results obtained through the use of the Licensed Product or Enabled Products, including without limitation any claim of inaccurate, invalid or incomplete results, (vi) Jackson, Broad, MIT and Harvard, and their current and former directors, trustees, officers, employees, agents, faculty, affiliated investigators, and students, and their respective successors, heirs and assigns (collectively, the "Indemnities") shall have no liability to the Limited Licensee, including, without limitation, for any loss of use or profits, business interruption or any consequential, incidental, special or other indirect damages of any kind, regardless of how caused and regardless of whether an action in contract, tort, strict product liability or otherwise, (vii) the Limited Licensee shall indemnify, defend and hold harmless the Indemnites against any liability, damage, loss, or expense (including without limitation reasonable attorneys’ fees and expenses) incurred by or imposed upon any of the Indemnites in connection with any claims, suits, investigations, actions, demands or judgments arising out of or related to the exercise of any rights granted to the Limited Licensee under the Limited License or any breach of the Limited License by such Limited Licensee, provided, however, that the foregoing shall not apply to a Limited Licensee that is an academic, non-profit, or government entity or person, and such Limited Licensee instead agrees that it, and not the
Indemnitees, shall be responsible for any liability, damage, loss or expense arising out of or related to the exercise of any rights grant to the Limited Licensee under the Limited License or any breach of the Limited License by the Limited Licensee, and (viii) the Licensed Product and its use may be the subject of one or more issued patents and/or pending patent applications owned by Jackson, Broad, MIT and Harvard and the purchase of the Licensed Product does not convey a license under any claims in the foregoing patents or patent applications directed to the Licensed Product or use, production or commercialization thereof, other than the right to use the Licensed Product under the Limited License set forth above or as otherwise agreed between the parties in writing.

Definitions:

"Commercial Purpose" means: (a) the practice, performance or provision of any method, process or service, or (b) the manufacture, sale, use, distribution, disposition or importing of any product, in each case (a) or (b) for consideration, e.g., a fee, or on any other commercial basis.

"Enabled Product" means: any product, that is not the Licensed Product, which is or incorporates (a) any progeny, modification or derivative of the Licensed Product, or (b) any cell, organism or animal made or modified through use of the Licensed Product, or any progeny, modification or derivative of such cell, organism or animal. For clarity, any product that is made, produced or derived by use of the technology of the Patent Rights, such as a protein or a peptide from a cell line shall be deemed an Enabled Product; provided, however, that the term "Enabled Product" shall not include any large or small molecule that (i) was identified or discovered through screening using technology covered by the Patent Rights and (ii) does not otherwise fall within the foregoing clauses (a) through (b).

"Field" means: use as a research tool for research purposes; provided, however, that notwithstanding the foregoing, the Field shall expressly exclude (a) any clinical use, including, without limitation, diagnostic and prognostic use, (b) any human, veterinary, livestock or agricultural use, or (c) the manufacture, distribution, importation, exportation, transportation, sale, offer for sale, marketing, promotion or other exploitation or use of, or as, a testing service, therapeutic or diagnostic for humans or animals.

"Patent Rights" means (a) any patents and patent applications listed on Appendix A, which shall be updated from time-to-time.; (b) any substitutions, divisions, continuations, reissues, renewals, re-examinations or extensions of any patents or patent applications of (a), any continuations-in-part of any patents or patent applications of (a) to the extent the claims are directed to subject matter specifically described in a patent or patent application set forth on Appendix A, available at: https://www.jax.org/about-us/legal-information/licenses/crispr-cas-license-terms-broad-institute and any application claiming priority to a provisional application set forth on Appendix A to the extent the claims are directed to subject matter specifically described in a provisional patent application set forth on Appendix A; (c) any letters patents and/or the equivalent issuing therefrom in any jurisdiction based on any of the foregoing, and (d) any foreign or international equivalents of any of the foregoing, including without limitation any applications filed under the Patent Cooperation Treaty.

For information on obtaining additional rights, please contact: partnering@broadinstitute.org

5. Caribou Biosciences, Inc. CRISPR/Cas9 Limited Use License

LIMITED USE LABEL LICENSE: RESEARCH USE ONLY

This purchase of this Genetically Modified Mouse Model ("Model") is subject to the following terms and conditions. The Model is sold subject to a license agreement for CRISPR-Cas9 technology by and between The Jackson Laboratory and Caribou Biosciences, Inc.

The purchase of the Model conveys to the buyer a limited, non-transferable right to use (i) the Model, (ii) progeny or derivatives of the Model generated by the buyer, and (iii) cells, tissue, and other biological material extracted or derived from the Model or its corresponding progeny or derivatives (collectively, (i), (ii) and (iii) are referred to as "Material") only to perform internal research for the sole benefit of the buyer.

The buyer cannot sell or otherwise transfer Material to a third party, other than a third party under a contractual obligation to perform research for the sole benefit of the buyer or a third party that is a nonprofit performing
collaborative research with the buyer, or otherwise use Material for any Excluded Use. "Excluded Use" means:
(a) any commercial activity, including but not limited to any use in manufacturing, product or quality control;
(b) any use to provide a service, information, or data; (c) any use for therapeutic, diagnostic, or prophylactic
purposes; (d) any sale, resale, leasing, or licensing, whether or not for research purposes; (e) any activity in an
agricultural field trial or any activity directed toward the submission of data to the U.S. Department of
Agriculture or any other agriculture regulatory agency; (f) high throughput screening drug discovery purposes
(i.e., the screening of more than 10,000 experiments per day) as well as scale-up production activities for
commercialization; and/or (g) cell line development for purposes of bioproduction of recombinant protein.

For information on obtaining additional rights, please contact licensing@cariboubio.com or Caribou
Biosciences, Inc., 2929 7th Street, Suite 105, Berkeley, CA 94710 USA, Attn: Licensing.

6. Mice Are Not Available for Sale to CROs

These Mice are not available for sale to CROs in order for them to provide Services.