

Dear Investigator:

Please find attached the Terms of Sale – Wild Mouse Microbiome. Complete all required information, sign to acknowledge that you have read these Terms of Sale and ensure that an authorized representative of your institution signs the Terms of Sale. The authorized representative must be someone who can legally represent your institution, such as someone in the Technology Transfer, Licensing or Contracts office.

Submit the completed Terms of Sale directly to legal.department@taconic.com together with a purchase order (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 Wild Mouse Microbiome.

Terms of Sale

Wild Mouse Microbiome

The undersigned entity (hereafter “Customer”) shall accept the following terms and conditions of sale for the indicated Wild Mouse Microbiome Material on behalf of itself and its below identified Investigator by submitting an executed copy of these terms of sale (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 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 Customer purchase order. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer agrees to the following terms and conditions of use, on behalf of itself and its below identified Investigator, with respect to the WildR Mouse Microbiome Material which is indicated in the signature block below:

1. “Material” as used in this Agreement means the WildR Mouse Microbiome. Material contains pooled wild mouse microbiome as described in the publication: Cell, “Wild Mouse Gut Microbiota Promotes Host Fitness and Improves Disease Resistance” CELL-D-17-00812R3.
2. The term "Extracts" includes any and all subclones, components, and derivatives which contain or incorporate any part of the Material. Title to Material and Extracts (defined hereinbelow) remains with Taconic.
3. No license to Material or Extracts, or any uses therefor other than for the stated research purposes as described and limited herein, are granted by this Agreement. Material and/or Extracts may be used by Customer solely for the academic research purposes of Investigator, including transfer (including but not limited to fecal microbiota transfer) of the pooled wild mouse microbiome or any subset thereof by association to strain(s) of mice.
4. Mice that have been associated with Material and/or Extracts are a “Model”. The Model may be (i) used to transfer Material and/or Extracts to other mice; and (ii) bred and/or crossbred and used by Customer solely for the academic research conducted by Investigator. The Model and all progeny of the Model shall be included within the term “Material”.
5. No rights are granted under any patent rights, copyrights or trade secrets owned by or licensed to any party other than as specifically provided in this Agreement. The limited rights specifically provided herein do not include the right to grant sublicenses.
6. The Model, Material and/or Extracts may be used only for research and testing to be conducted at Customer’s facility in compliance with applicable laws and regulations. **Material and Extracts shall not be used in humans under any circumstances.** The Model, Material and Extracts will not be distributed, sold or transferred to any third party or used for commercial purposes. The Model, Material and Extracts will not be used in sponsored research or contract research studies without the prior written approval of Taconic.
7. With prior written approval from Taconic, Material, Extracts and/or Models may be transferred to a third party Service Provider. “Service Provider” means an entity that provides contract research services for the benefit of Customer. Upon execution of a material transfer agreement by Customer, a Service Provider and Taconic, and payment of the fees set forth in such material transfer agreement, Customer shall be permitted to transfer Material, Extracts or Models to such Service Provider for purposes of such 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 Material

and/or Extracts and/or Models by such Service Provider solely for the benefit 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 Material, Extracts and Models; (c) prohibit the sale or transfer of such Material, Extracts and Models by such Service Provider to any third party; and (d) obligate such Service Provider to return to Customer or destroy all Material, Extracts and Models upon the completion of its services for Customer.

8. This Agreement may not be assigned by Customer. Taconic may assign the Agreement at any time and shall inform Customer within sixty (60) days after any assignment.

9. Customer agrees that in any publication resulting from the use of Material, Extracts and/or Models, Customer will reference the following publication: Cell, “Wild Mouse Gut Microbiota Promotes Host Fitness and Improves Disease Resistance” CELL-D-17-00812R3 and will describe all Material, Extracts and Models as “derived from the Wild Mouse Microbiome”. Customer further agrees that Taconic Biosciences, Inc. will be named as the source of Material and Extracts, and of Models where applicable.

10. MATERIAL, EXTRACTS AND MODELS ARE SUPPLIED “AS IS” AND 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 MATERIAL, EXTRACTS AND MODELS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

11. 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 THE MATERIAL, EXTRACTS OR MODELS BY CUSTOMER OR INVESTIGATOR OR SERVICE PROVIDERS. TACONIC SHALL NOT IN ANY EVENT BE LIABLE WITH RESPECT TO ANY MATTER ARISING WITH RESPECT TO THE MATERIAL, EXTRACTS OR MODELS 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.

12. To the extent permitted by law, Customer agrees to indemnify Taconic and its directors, officers, employees and agents and Taconic licensors and to hold them harmless from any and all claims, costs, damages or expenses resulting from or arising out of the use, storage, handling or other disposition of the Material, Extracts or Models by Customer (including by Investigator and/or Customer’s Service Provider(s)), including but not limited to claims, costs, damages or expenses with respect to death or injury to persons or damage to or loss of property; 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.

13. This Agreement will become effective on the date of countersignature by Taconic set forth below (“Effective Date”). **This Agreement shall have a term of three (3) years**, commencing upon the Effective Date. Customer may earlier terminate this Agreement 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 Material, Extracts and Models. This Agreement 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 this Agreement by Customer or its

Service Provider (or both), provided however that in the event that Customer and/or its Service Provider remedy such breach within the thirty (30) day notice time period and provide written certification to Taconic of same then this Agreement shall not terminate. Upon expiration or termination of this Agreement for any reason, except as may otherwise be provided in a separate license agreement between Taconic and Customer, Customer shall destroy, and as applicable shall cause its Service Provider to destroy, all Material, Extracts and Models; and Customer shall provide a written declaration to Taconic that this has been done.

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 Effective Date.

Select Material Purchase Option Below

(Fee includes initial quantity of Material only and 3-year license. Additional quantities of Material (Packages 1, 2, and 3) and services (Package 4) may be purchased and will be invoiced separately. Shipping for all package options is not included and will be invoiced separately.)

Select:	Option	Description	Fee USD	Fee EURO	Fee DKK
	Package 1	Two (2) 1ml-size vials frozen Material (WildR ileocecal collection)	2995	2635	20485
	Package 2 (B6)	Three (3) breeding pairs of Model mice (germ-free C57BL/6NTac mice associated with Material (WildR ileocecal collection)); no health report.	7495	6595	51265
	Package 2 (BALB/c)	Three (3) breeding pairs of Model mice (germ-free BALB/cAnNTac mice associated with Material (WildR ileocecal collection)); no health report.	7495	6595	51265
	Package 2 (SW)	Three (3) breeding pairs of Model mice (germ-free Tac:SW mice associated with Material (WildR ileocecal collection)); no health report.	7495	6595	51265
	Package 3 (B6)	N1 and N2 Model mice (Three (3) breeding pairs of Model mice (germ-free C57BL/NTac mice associated with Material (WildR ileocecal collection)), N1; Taconic additionally performs one generation of breeding to generate N2 Model mice); with health report.	19995	17595	136765
	Package 3 (BALB/c)	N1 and N2 Model mice (Three (3) breeding pairs of Model mice (germ-free BALB/cAnNTac mice associated with Material (WildR ileocecal collection)), N1; Taconic additionally performs one generation of breeding to generate N2 Model mice); with health report.	19995	17595	136765
	Package 3 (SW)	N1 and N2 Model mice (Three (3) breeding pairs of Model mice (germ-free Tac:SW mice associated with Material (WildR ileocecal collection)), N1; Taconic additionally performs one generation of breeding to generate N2 Model mice); with health report	19995	17595	136765
	Package 4	TruBIOME® (fee includes Material license only; this is a custom service, with services and deliverables invoiced separately)	2400	2110	16420

Signature Page Follows

Customer:

Name and Title – Company Representative

Signature Date

Email: _____

Purchase Order No.: _____ **Purchase Order Must Accompany Signed Agreement**

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 of Investigator

Title: _____

Taconic Biosciences, Inc.:

Authorized Representative Signature Effective Date

Mary Powers Wendy Nack-Lawlor, JD
Contract Administrator Sr. Director, Assistant General Counsel

273 Hover Avenue, Germantown, New York 12526 USA