EZcohort® - Terms of Sale

The undersigned non-profit institution (hereafter "Institution") shall accept the following terms and conditions of sale for the indicated EZ cohort model on behalf of itself and its below identified Investigator by submitting an executed copy of this document (the "Terms of Sale") together with Institution's valid purchase order. Institution's purchase order shall not be binding on Taconic Biosciences, Inc. ("Taconic") until it has been accepted by Taconic. Institution agrees that no term or condition in Institution's purchase order shall modify, supplement or amend these Terms of Sale. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Institution agrees as follows.

Institution and Taconic concluded the Academic Research Breeding Agreement effective as of 1st June 2018, based on which Institution acquired from Taconic material and license rights to use Taconic

("Taconic Transgenic Model") for

a period of 3 years counted from 1st June 2018 and paid to Taconic initial consideration **and the second second** for such rights ("Agreement"). Institution intends to continue using Taconic Transgenic Model for indefinite period of time and to pay to Taconic the respective fee for license to use Taconic Transgenic Model for indefinite period of time.

Taconic hereby grants to Institution rights to use EZcohort model, which is the same model as Taconic Transgenic Model, Taconic only uses new name of the model ("**EZcohort model**" or "**model**"), for indefinite period of time for consideration of to be paid by Institution to Taconic after signature of these Terms of Sale by the Parties and Investigators. It basically means that under these Terms of Sale, Institution will continue using material and model acquired based on the Agreement for indefinite period of time and will pay to Taconic the above consideration of for license to use the model and material acquired based on the Agreement for indefinite period.

1. Institution agrees to the following terms and conditions of use, on behalf of itself and its below identified Investigator, with respect to the EZcohort model which is indicated in the signature block below.

a. The purchased EZcohort model may be used to

	or derived by Taconic, Institution, or a
Service Provider (defined below) whether by	or other means. E

s are collectively referred to as "Materials."

b. Materials may be used by Institution and Service Providers solely for the academic research purposes of the Investigator, including without limitation, research directed towards the discovery, identification, selection, characterization of human therapeutic products. Materials may not be used for the benefit of or on behalf of any commercial entity.

c. Institution agrees that Materials will not be sold to any third party. Institution further agrees that Materials will not be transferred 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 Institution under a written agreement between Institution and said Service Provider. Each written agreement between Institution and a Service Provider shall include at least the following terms: the agreement shall (a) permit the use of Materials solely for the benefit of Institution, (b) assign exclusively to Institution 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 Service Provider through use of Materials, (c) prohibit the sale or transfer of Materials to any third party, and (d) obligate Service Provider to return or destroy all Materials upon the completion of its services for Institution.

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 INSTITUTION 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 MATERIALS BY INSTITUTION OR INVESTIGATOR 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, Institution will indemnify and hold Taconic harmless from any claims or liability arising from any use, storage, handling or disposal of Materials by Institution (including by Investigator and Service Providers), except to the extent that such claims or liability result from the negligence or willful misconduct of Taconic. Institution's obligation to indemnify Taconic as set forth herein is conditioned on Taconic giving Institution prompt written notice of all claims, providing reasonable cooperation in Institution's investigation and defense thereof, and permitting Institution to defend said claims at Institution's expense with legal counsel of Institution'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 Institution's purchase order is received by Taconic. Institution may terminate these Terms of Sale at any time upon written notice of termination to Taconic together with an affidavit that Institution has destroyed, and as applicable any Service Provider has returned to Institution or destroyed, all Materials. These Terms of Sale may be terminated by Taconic at any time upon thirty (30) days prior written notice to Institution in the event of a breach of the terms and conditions of these Terms of Sale by Institution or Service Provider (or both), provided however that in the event that Institution 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, Institution shall destroy, and as applicable cause Service Provider to destroy, all Materials; and Institution shall provide a written declaration to Taconic that this has been done.

6. These Terms of Sale hereby fully replace the Agreement with effects as of 1st June 2021.

7. These Terms of Sale are subject to publication in the Register of Contracts under the Czech Act No. 340/2015 Coll., on the Register of the Contracts. IOCB shall arrange for publication of these Terms of Sale in the stated Register of Contracts, whereas the extent of publication will be agreed by the parties.

IN WITNESS WHEREOF, Institution 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").

Institution:				
By:				
Authorize	d Representat	live Signatu	re	
Print Name: RNDr.	PhDr. Zdeněk	Hostomský	CSc.	

Title: Institute Director

Institution Name: Ústav organické chemie a biochemie AV ČR, v.v.i., Institute of Organic Chemistry and Biochemistry of the CAS (IOCB), Flemingovo náměstí 542/2, 166 10 Praha 6, Czech Republic

Date:	EZcohort Model #	1158

Purchase Order Number:

(must attach Purchase Order)

Fee: \$ 5000

By:

Authorized Representative Signature

Print Name: prof. PharmDr. Tomáš Šimůnek, Ph.D.

Title: dean of the faculty

Institution Name: Univerzita Karlova, Farmaceutická fakulta, Faculty of Pharmacy, Charles University, Heyrovského 1203, Hradec Kralové 500 05, Czech Republic

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2021

By:__________Authorized Representative Signature

Print Name: RNDr. Petr Dráber, DrSc.

Title: Institute Director

Institution Name: Ústav molekulární genetiky AV ČR, v.v.i., Institute of Molecular Genetics of the CAS (IMG), Vídeňská 1083, 142 20 Prague 4, Czech Republic

READ AND UNDERSTOOD

I have read and understand these Terms of Sale and accept the terms as they relate to my activities as Investigator.

19/4/21
Signature Date
Institute of Organic Chemistry and Biochemistry of the CAS (IOCB), Flemingovo náměstí 542/2, 166 10 Praha 6, Czech Republic
Phone: (+
email:
nichann.
Signature Job
Signature Date
Faculty of Pharmacy, Charles University, Heyrovského 1203, Hradec Kralové 500 05, Czech Republic
Phone:
email:
Signature Date
Signature Date
Institute of Molecular Genetics of the CAS (IMG), Vídeňská 1083, 142 20 Prague 4, Czech Republic
Czech Centre for Phenogenomics, BIOCEV (IMG), Prumyslova 595, 252 50 Vestec, Czech Republic Phone:
email:
Signature Date
Gizela Koubkova, PhD
Institute of Molecular Genetics of the CAS (IMG), Vídeňská 1083, 142 20 Prague 4, Czech Republic
Czech Centre for Phenogenomics, BIOCEV (IMG), Prumyslova 595, 252 50 Vestec, Czech Republic
Phone: +420 325 873 218
email: gizela@img.cas.cz
Taconic:
By:Effective Date: _/ Fuhl 2021
Authorized Representative Signature
Taconic Biosciences, Inc., 1 Discovery Drive, Suite 304, Rensselaer, NY 12144

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