Version 2.5
03 September 2021

1. Status of these Terms and Conditions

1.1 These terms and conditions apply to contract services ("**Services**") provided by the Medical Research Council, as part of **United Kingdom Research and Innovation** (also known as UK Research and Innovation) a body corporate pursuant to section 91 of the Higher Education and Research Act 2017 whose address is Polaris House, North Star Avenue, Swindon SN2 1FL, UK ("**MRC**"), through its Mary Lyon Centre located at MRC Harwell ("**MLC**"), to a third party client ("**Client**"). For clarity: (a) references to the Services herein shall mean the services described in the relevant quotation issued by MLC ("**MLC Quotation**") and signed by the Client; and (b) references to Client herein shall mean the organisation designated as the same on the corresponding MLC Quotation. All such work to be undertaken by MRC shall be through the MLC and references to MRC throughout shall be read accordingly.

1.2 The Client agrees that the MLC Quotation together with these general terms and conditions and any specific terms and conditions shown on the relevant MLC Quotation signed by the Client (collectively the "**Services T&C**"), shall constitute the agreement between MRC and the Client for the provision of the Services ("**Agreement**"). No variation of the Agreement shall be valid unless agreed in writing by authorised representatives of Client and MRC.

1.3 The Client agrees that the Agreement shall prevail over:

1.3.1 any and all terms and conditions shown in any quotations for other services that may have been provided to Client by or on behalf of MRC prior to the date of signature of the MLC Quotation; and

1.3.2 any and all terms and conditions shown in, attached to or associated with any purchase order or other documentation provided by the Client in relation to the Services.

For clarity, in the event of any conflict between these general terms and conditions and any specific terms and conditions shown on the signed MLC Quotation, the latter will prevail.

2. Scope of Work

2.1 *MLC Quotation*

2.1.1 The scope of the Services to be carried out by MRC and the associated fee payable by Client are set out in the MLC Quotation.

2.1.2 Client's signature of the MLC Quotation shall constitute an agreement between the MRC and the Client in respect of the Services.

2.2 *Client Obligations*

2.2.1 Where the Services relies on use of information, samples and/or other materials (including but not limited to mice) provided by the Client (collectively "**Client Materials**"), the Client is responsible for ensuring that all Client Materials provided to MRC for performance of the Services are sufficient for performance of the Services, including of appropriate quantity, quality and (if applicable) health status, and that such Client Materials comply with any relevant guidelines provided by MRC.

2.2.2 The Client shall deliver the Client Materials to MRC at the MLC facility (as detailed in the MLC Quotation) at its own cost and expense within thirty (30) days of the date of receipt of written confirmation that MRC is ready to commence the Services.

2.2.3 By making the request for performance of the Services, the Client confirms that it has obtained (or expects to obtain before commencement of the Services) all the required institutional, ethical regulatory and other consents, permissions, rights and approvals required to provide the Client Materials to MRC, and required for MRC to use the Client Materials, for the proposed work. If any such consents, permissions, rights and/or approvals have not been properly granted, all liability will rest with the Client. Without limiting the foregoing, where the Client Materials were generated using third-party proprietary technology (including but not limited to CRISPR-Cas9 technology), the Client shall be solely responsible and liable for ensuring it has all the required consents, permissions, rights and approvals. To the extent any other consents, rights, approvals or permissions are subsequently required during the provision of the Services; Client shall be responsible and liable for promptly obtaining the same.

2.3 *MRC Obligations*

2.3.1 Where performance of the Services relies upon use of Client Materials:

a) upon receipt of Client Materials and (if necessary) confirmation that all necessary approvals and consents have been obtained by Client, MRC agrees to verify whether the quality (including suitability and health status) and quantity of the Client Materials is commensurate with the Services to be provided. For clarity, in the event MRC decides the Client Materials are not of a suitable standard for performance of the Services, MRC shall notify promptly Client of such decision and will not be required to carry out the Services relating to such substandard Client Materials; and

b) provided that the quality and quantity of the Client Materials is satisfactory, and Client has confirmed (in writing) that all permissions and approvals required to use the Client Materials for performance of the Services have been obtained, MRC will proceed with the provision of the Services. For clarity, if any defects in the quality of specific Client Materials are identified by MRC after commencing the Services, MRC shall promptly notify Client of the same and be entitled to terminate performance of the Services relating to such substandard Client Materials.

2.3.2 Where the Services constitutes the provision of advice in the field of the use, development and breeding of transgenic mice by an MRC employee working at MLC and named on the corresponding MLC Quotation (the "**Consultant**"):

a) MRC shall direct the Consultant to provide Client with the Services for up to the maximum number of hours/days described in the corresponding MLC Quotation; and

b) Client acknowledges and agrees the Services provided by the Consultant will rely on use of Client Materials and/or publicly available information and neither Consultant nor MRC will be required to use or disclose any proprietary information or trade secrets (whether of the MRC or of any third party) for performance of the Services (or grant Client rights to the same).

2.3.3 MRC shall use reasonable endeavours to perform the Services, including reasonable efforts to generate (as applicable) data, samples, mice, discoveries and/or intellectual property (collectively "**Results**") within any estimated time(s) shown in the relevant MLC Quotation. For clarity, Results shall not include any information, know how, materials or intellectual property that constitutes an improvement or modification of a method, technique, material or tool utilized by MRC for the Services other than the Client Materials.

2.3.4 Client acknowledges and agrees that MRC does not guarantee to provide the Services and/or provide any specific Results within estimated timescales and further agrees time is not of the essence and that MRC shall not be liable for any such failure or delay.

2.3.5 Except as otherwise specifically shown in the Agreement or as may be subsequently agreed by the MRC and Client in writing, MRC shall use the Client Materials plus any and all Results only in connection with performance of the Services and shall not (unless otherwise expressly shown on the MLC Quotation or otherwise without the express written permission of the Client) provide the Client Materials or the Results to any third party.

2.3.6 Unless otherwise specifically set out in the relevant MLC Quotation, the Services shall be provided in accordance with MLC standard operating procedures, protocols and policies.

2.3.7 Named Animal Care and Welfare Officers (NACWOs), independent from the scientific research, ensure that the care and welfare of animals utilised in the Services is monitored in accordance with the Animals (Scientific Procedures) Act 1986. All regulated procedures are carried out in line with Harwell AWERB (Animal Welfare and Ethical Review Body) recommended protocols.

2.3.8 Subject to MRC's receipt of all monies payable by Client in respect of the Services and subject to paragraph 3, MRC hereby assigns all of its rights in the Results to the Client.

2.3.9 Upon completion of the Services and except as otherwise set out in the Agreement, Client Materials and Results will be retained, destroyed or returned to Client. For clarity, such retention, destruction or return shall be as set out in these terms and conditions and/or the relevant MLC Quotation.

2.3.10 If the Services include archiving and distribution of Client Materials and/or Results to third parties, archived Client Materials and/or Results (as applicable) will only be distributed to third parties after a suitable "Material Transfer Agreement" has been executed with the third party. For clarity, unless specified in the relevant MLC Quotation, the terms of such Material Transfer Agreement shall be separately agreed by the MRC and Client in writing.

2.3.11 If the Services include archiving at the MLC facility but not distribution of Client Materials and/or Results to third parties, archived Client Materials and/or Results (as applicable) shall not be distributed to third parties unless and until a further agreement has been executed with the Client covering such distribution. For clarity, such agreement shall specify the terms under which Client Materials and/or Results (as applicable) may be distributed to third parties.

2.3.12 Unless otherwise shown in the MLC Quotation or subsequently agreed by Client and MRC in writing, MRC:

a) shall not hold any live mice that constitute Results after completion of the Services; and

b) may at its sole discretion store Client Materials (other than live mice) at MLC for up to one (1) year after the completion of the Services, provided that MRC will use the same degree of care to store such materials as it uses to protect its own proprietary materials (but in no event less than a reasonable degree of care); and

c) may at its sole discretion store Results constituting data and documentation for a period of ten (10) years at the MLC, provided that MRC will use the same degree of care to store such data and documentation as it uses to protect its own proprietary information (but in no event less than a reasonable degree of care). If Client requests a further copy of Results constituting data and documentation stored at MLC in accordance with this sub-paragraph c), MRC will, subject to Client's payment of a small administrative fee (to be determined by MRC at the time of request) supply the same to Client, provided that the Results requested are still stored at the MLC.

3. Use of CRISPR-Cas9 Technology to Generate Modified Mouse Lines

3.1 Where performance of the Services relies upon use of CRISPR-Cas9 technology to generate modified mouse line(s):

a) MRC warrants that it has obtained rights from The Broad Institute ("**Broad**") and Caribou Biosciences, Inc ("**Caribou**") permitting MRC to use the corresponding materials and intellectual property rights for these Services and to provide such CRISPR-Cas9 modified mouse line(s) to the Client in accordance with the limited licenses set out in schedules 1 and 2;

b) Unless otherwise stated in the corresponding MLC Quotation or the Services T&C, MRC shall not provide said CRISPR-Cas9 modified mouse line(s) to any third party; and

c) The Client acknowledges that its receipt and use of any CRISPR-Cas9 modified mouse line(s) provided by MLC under the Services are subject to restrictions and obligations

imposed on MRC by Broad and Caribou and the Client hereby agrees to comply at all times with the terms and conditions of the limited licenses set out in schedules 1 and 2.

4. Costs and Payment

4.1 *Costs for Services*

4.1.1 The MLC Quotation outlines all costs to be met by the Client associated with the performance of the Services by MLC. Delivery of Client Materials and Results to/from the MLC facility will be at the Client's expense.

4.1.2 Any changes to the Services and/or any additional services or work supplied beyond the scope of the Services described in the signed MLC Quotation must be agreed in writing by the MRC and Client in advance. For clarity, any changes to the Services must be through Client submitting a formal change request. Neither MRC nor Client shall be obliged to (as applicable) issue or accept a revised MLC Quotation in respect thereof.

4.1.3 In the event that MRC decides the Client Materials are not of a suitable standard for performance of the Services after commencing such performance, and such quality issues could not have been reasonably identified by MRC before commencing the Services as set out in paragraph 2.3.1, MRC reserves the right to charge the Client for time incurred and materials used in conducting all or part of the Services in relation to such substandard Client Materials.

4.1.4 Client acknowledges and agrees performance of the Services carries a risk of failure. Client further agrees that unless such failure is directly attributable to the MRC's misconduct or negligence, the Client shall pay the costs set out in the MLC Quotation for all work actually conducted by MRC pursuant to the provision of the Services, regardless of outcome.

4.1.5 In the event of early termination of the Services and if sums paid by the Client exceed the amounts owed to the MRC as set out in this paragraph 4, MRC shall (at its discretion) either refund the difference to the Client or issue a credit note in respect of future services that may be requested by Client.

4.1.6 All costs, unless expressly otherwise stated on the MLC Quotation, are quoted and payable in GBP and exclude UK VAT.

4.2 *Payment process*

4.2.1 Client acknowledges that it is a requirement of the MRC that MRC receives a purchase order from Client prior to issuing an invoice. The Client must ensure that any such purchase order is in compliance with the Agreement, and that a copy of the signed MLC Quotation is attached to each purchase order issued. For clarity, all payments become due in accordance with paragraphs 4.2.2 and 4.2.3 irrespective of whether the Client issued a purchase order to MRC.

4.2.2 The amounts due to MRC in respect of the Services shall become payable by Client in accordance with the payment milestones set out on the MLC Quotation. For clarity, if so specified in the MLC Quotation, Client may be invoiced for up to fifty percent (50%) of the total costs prior to commencement of the Services.

4.2.3 The Client agrees to pay the costs for the Services, in accordance with the prices and the payment milestones set out in the MLC Quotation, within thirty (30) days of MRC issuing the corresponding invoice. Such amounts shall be paid without any deduction by way of set-off, counter claim, discount, abatement or otherwise, unless Client has a valid court order requiring an amount equal to such deductions to be paid by MRC to the Client.

4.2.4 Unless otherwise agreed in writing with MRC, payment shall be made by the method specified on the invoice.

4.2.5 If Client fails to make a payment within the period specified under paragraph 4.2.3 above, MRC reserves the right (without prejudice to any other rights and remedies):

a) upon not less than seven (7) day's written notice to Client, to suspend or cease to provide the Services; and

b) to exercise its statutory right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998, together with all expenses (including legal and other fees) that MRC may actually incur in recovering the outstanding sum(s).

4.3 *Value Added Tax*

4.3.1 UK VAT is applicable to transactions within the European Union, including the UK.

4.3.2 For EU based organisations, registered outside the UK, supply of a valid VAT registration number must be provided to MRC, if Client wishes to avoid paying UK VAT.

4.3.3 Eligible bodies in the UK may qualify for zero-rating under VATA 1994, Schedule 8, Group 15. Such organisations should check their eligibility status carefully and only supply a certificate where they are fully satisfied that zero-rating applies to the Services.

4.3.4 The MRC reserves the right to charge VAT where the Client does not provide a valid zero-rating certificate or where instructed to do so by Her Majesty's Revenue and Customs (HMRC).

4.3.5 It is the Client's responsibility to pay any applicable VAT and any other taxes that may apply to the Services in the Client's country of residence.

5. Confidentiality and Acknowledgement

5.1 *Confidentiality*

Except as otherwise shown in the Agreement, MRC will not disclose any Results or details of the Client Materials or the relationship with the Client in respect of the Services to third parties (save to MRC's employees, agents and professional advisors who have a need to know the same and are bound by equivalent obligations of confidentiality) without prior permission of the Client. These obligations of confidentiality will not apply to information that:

5.1.1 is already in the public domain at the time of its disclosure or generation under the Services; or
5.1.2 subsequently comes into the public domain otherwise than through a breach of MRC's obligations under this paragraph 5; or
5.1.3 was legally in the possession of the MRC (including its employees, agents and/or professional advisors) prior to its disclosure or generation under the Services; or
5.1.4 MRC can demonstrate by written records was independently developed by its employees, agents and/or professional advisors outside of the Services and without reference to the Client Materials and/or any Results; or
5.1.5 where disclosure is required by applicable law or regulations or by a binding order of a court or regulatory body.

Client acknowledges that the MRC is a public authority for the purposes of the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**"). Any decision by MRC whether or not to disclose information covered by this paragraph 5 in response to a FOIA or EIR request within the time specified in the relevant legislation/regulation, including MRC's consideration of any applicable exemptions under the FOIA and/or the EIR, is not subject to Client's approval. In the event of MRC receiving a request under FOIA or EIR to disclose any of the information covered by this paragraph 5, MRC will notify Client as soon as is reasonably practicable after receiving such request and Client shall promptly respond if MRC requests assistance in determining whether any exemptions under (as applicable) FOIA or EIA apply to the requested information.

5.2 *Acknowledgement*

5.2.1 **Client agrees to include a reference to, and/or acknowledgement of, the Services provided by MRC in any publication involving and/or reporting the Results, including information and/or materials generated from Client's use of the Results**.
5.2.2 Acknowledgements of mouse generation/re-derivation services should use the following text: "*Mouse services were provided by the Mary Lyon Centre at MRC Harwell (www.har.mrc.ac.uk)*".

6. Intellectual property

6.1 Upon completion of the Services and subject to MRC's receipt of all payments due to it in respect of the Services and except as set out in paragraph 3 above, any and all Results shall vest in and be owned by Client. Except as expressly shown in the MLC Quotation, the Client grants no rights, title or interest to MRC to use any of Results other than for the purpose of:

6.1.1 performance of the Services;
6.1.2 quality assurance purposes related to the MRC's contract services; and
6.1.3 improvement of MRC's contract services.

6.2 For clarity, nothing in paragraph 6.1 will prevent the MRC (including any MRC personnel) from continuing to use any publicly available information utilised in the Services to generate or otherwise incorporated into the Results.

7. Term and Termination

7.1 The Agreement shall be effective from the date of signature of the MLC Quotation and continue to be in full force and effect until the completion of the Services and MRC's receipt of all payments due to it in respect thereof or until it is terminated earlier in accordance with its terms.
7.2 Either Client or MRC may terminate the Agreement at any time without cause by giving not less than ninety (90) days prior written notice to the other, subject always to due consideration of the ethical impact of early termination of the Services following generation/re-derivation of live mice under the Services.
7.3 Upon early termination of the Agreement by Client in accordance with paragraph 7.2, Client shall be required to reimburse MRC for all labour and materials costs incurred or committed up to and including the date termination becomes effective, provided that the amount payable by Client under this paragraph 7.3 shall not exceed the total cost specified on the MLC Quotation. For clarity, materials costs will only include costs for materials necessary to perform the Services.
7.4 The provisions of paragraphs 2.3.9, 2.3.10, 2.3.10, 2.3.12, 2.13.12, 3, 5, 6, 6, 7.3, 7.4, 8, 9, 10, and 13, and any other provision intended to survive expiry or termination, shall survive expiry or termination of the Agreement.

8. Warranties

8.1 Client warrants that it has the right to provide the Client Materials to MRC for the provision of the Services and that the use of the Client Materials by MRC in accordance with the Agreement does not infringe the rights of any third party.
8.2 MRC warrants that its employees, agents and professional advisors, will use reasonable care in the provision of the Services.
8.3 **Unless otherwise explicitly set out in the Agreement, and to the maximum extent permitted by applicable law, MRC provides any information, advice or recommendations relating to the Services, including the Results, as is and without any condition, representation or warranty, whether express, implied or statutory, including but not limited to as to accuracy, completeness, non-infringement, merchantability or fitness for purpose**. **Services provided by MRC involve either biological experiments or the analysis of the results of biological experiments and therefore are not guaranteed to be successful**.

9. Liability

9.1 Delivery of the Client Materials and/or Results to/from the MLC, or to a third party as instructed and approved by Client, shall be at the Client's risk.

9.2 In no event shall MRC be liable for any use by the Client of the Services or the Results. The Client hereby indemnifies and holds harmless the MRC and its officers, employees and agents from and against all loss, cost, damage and expense (including indirect and consequential loss or damage and legal expenses) incurred by it or any of them arising out of or in connection with:

9.2.1 MRC's receipt and use of the Client Materials for the Services; and/or

9.2.2 Client's use of the Results; and/or

9.2.3 Any breach of the limited licenses set out in schedules 1 and 2.

9.3 **To the extent permitted by applicable law, the maximum aggregate liability of MRC to the Client in respect of all and any claims, on any basis (including without limitation for damages for breach of contract or in negligence and/or for all interest, costs and expenses), arising out of or in connection with the provision of the Services and/or Results (including any amendments, variations or additions to the Services whether expressly or impliedly agreed) shall be limited to the total Price of the Services as set out in the MLC Quotation**.

10. Governing Law and Jurisdiction

The Agreement shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts.

11. Force Majeure

A party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that party.

12. Bribery and Corruption

During the period of the Agreement, Client and MRC shall each:

12.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "**Relevant Requirements**");

12.2 have and shall maintain in place throughout the term of the Services its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure its compliance with the Relevant Requirements and will enforce them where appropriate; and

12.3 ensure that all persons employed by or otherwise associated with the party in connection with the performance of the party's obligations in connection with the Agreement comply with the Relevant Requirements.

13. Miscellaneous

13.1 The Agreement contains the entire agreement of the parties with respect to its subject matter and may only be amended in writing and signed by authorised signatories of MRC and the Client.

13.2 The parties acknowledge that there is no intention to transfer any personal data pursuant to this Agreement. If at any time either party wishes to transfer personal data to the other party, the parties will put in place a separate data processing agreement which shall comply with all relevant data protection legislation in force at the relevant time.

13.3 Neither MRC nor Client shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing and signed by a duly authorised representative of that party. In particular, no delay or failure of either party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies nor shall any partial exercise or enforcement of any right or remedy by either party preclude or impair any other exercise or enforcement of that right or remedy by either party.

13.4 References to a paragraph or schedule refers to a paragraph of or schedule to this Agreement, respectively. Paragraph and schedule headings are inserted for convenience only, and they shall not be taken into account in the interpretation of the Agreement.

13.5 Nothing in the Agreement shall create, imply or evidence any partnership or joint venture between the MRC and Client or the relationship between them of principal and agent.

13.6 Except as otherwise expressly provided in the Agreement, neither MRC nor Client shall use the name or any trademark or logo of the other party or the name of any of the other party's employees, agents or professional advisors, in any public disclosure, including any press release or product advertising, or for any other commercial purpose, without the prior written consent of the other party.

13.7 Except as otherwise expressly provided for in the Agreement, nothing in the Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of the Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

13.8 If any dispute arises out of or connection with the Services, the MRC and Client will first attempt to resolve the matter informally through designated senior representatives of each party, who are not otherwise directly involved with the Services. If such senior representatives are not able to resolve the dispute informally within a reasonable time (not exceeding forty-five (45) days) from the date the informal process is requested by notice in writing, the MRC and Client will attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Nothing contained in this paragraph 13.8 shall restrict either party's freedom to commence legal proceedings for urgent interlocutory relief, or to preserve any legal right or remedy or protect any proprietary rights or confidential information.

13.9 If any one or more provisions of the Agreement is declared void or unenforceable by any judicial or administrative authority this will not ipso facto nullify the remaining provisions of the Agreement and the

provision so affected will be curtailed and limited only to the extent necessary to bring it within the legal requirements. In such event, the MRC and Client shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the parties.

Schedule 1 - Caribou Limited Use Label License

This purchase of a transgenic mouse model ("**Model**") is subject to the following terms and conditions. The Model is sold to the purchaser ("**Purchaser**") subject to a license agreement ("**MRC License**") for the use of certain Class 2 Type II CRISPR-Cas9 intellectual property by and between Medical Research Council, as part of United Kingdom Research and Innovation ("**MRC**"), and Caribou Biosciences, Inc. ("**Caribou**").

The use of the Model is subject to this "Limited Use Label License: Research Use Only" license, which conveys to the Purchaser the limited, non-transferable right to use the Model only as expressly permitted by this Limited Use Label License.

The purchase of the Model conveys to the Purchaser a limited, non-transferable right to use the Model, solely as provided to the Purchaser, together with (i) progeny or derivatives of the Model generated by the Purchaser (including but not limited to cells), and (ii) cells, tissue, and other biological material extracted or derived from the Model or its corresponding progeny or derivatives (collectively, the Model, as provided, and (i) and (ii) are referred to as **"Material")** only to perform internal research for the sole benefit of the Purchaser.

The Purchaser cannot sell or otherwise transfer Material to a third party or otherwise use the Material for any Excluded Use. Notwithstanding the foregoing, the Purchaser may transfer Material to a third party under a contractual obligation to perform research for the sole benefit of the Purchaser or to a third party that is a non-profit performing collaborative research with the Purchaser; provided, however, that any such Material is accompanied by this Limited Use Label License.

It is the Purchaser's responsibility to use the Material in accordance with all applicable laws and regulations.

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

The Purchaser shall Indemnify the Caribou Indemnitees from and against any and all Losses resulting from Third-Party Claims arising out of or relating to a breach by the Purchaser of any provision of the Limited Use Label License or arising from the Purchaser's use, care or permitted transfer of the Model and/or any Material. Purchaser's obligation to Indemnify the Caribou Indemnitees shall not apply to the extent that any such Losses arise from the negligence or intentional misconduct of any Caribou Indemnitee.

The Purchaser shall Indemnify Caribou's Licensors' Indemnitees against any and all losses, damages, costs, fees, and expenses resulting from any claims or suits brought by any Third Party arising out of any rights granted to the Purchaser in respect of the PCT/US2013/032589 patent family under the Limited Use Label License; except to the extent such losses, damages, costs, fees, and expenses result from the gross negligence or willful misconduct of a Caribou's Licensors' Indemnitee.

The Purchaser shall Indemnify (by counsel acceptable to HHMI) the HHMI Indemnitee from and against any 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) based upon, arising out of, or otherwise relating to any Third-Party claim based upon, arising out of, or otherwise relating to any rights granted to the Purchaser in respect of the PCT/US2013/032589 patent family under the Limited Use Label License. The previous sentence will not apply to any such claim that is determined with finality by a court of competent jurisdiction to result solely from the gross negligence or willful misconduct of a HHMI Indemnitee.

Caribou, Caribou's Licensors and HHMI are not a party to this Limited Use Label Licence and has no liability to the Purchaser or any user of the Model or Material, but each of Caribou, Caribou's Licensors and HHMI is an intended third-party beneficiary of this Limited Use Label License and certain of its provisions are for the benefit of Caribou, Caribou's Licensors and/or HHMI and are enforceable by each such party in its own name.

Nothing in this Limited Use Label License shall be construed to confer any rights upon the Purchaser by implication, estoppel, or otherwise as to any technology or patent rights of Caribou or any other entity other than as expressly set out in this Limited Use Label Licence.

For the purposes of this schedule 1 the following definitions shall apply:

"**Caribou Indemnitees**" means Caribou and its directors, officers, and employees.

"**Caribou's Licensors**" means The Regents of the University of California and the University of Vienna.

"**Caribou's Licensors' Indemnitees**" means Caribou's Licensors, the sponsors of the research that led to the PCT/US2013/032589 patent family, the inventors of the PCT/US2013/032589 patent family who assigned their rights to Caribou's Licensors/HHMI, and their employers, and the officers, employees, and agents of any of the foregoing.

"**Excluded Use**" means any and all: (a) commercial activity including, but not limited to, any use in manufacturing and/or product or quality control; (b) preclinical or clinical testing or other activity directed toward the submission of data to the U.S. Food and Drug Administration, or any other regulatory agency in any country or jurisdiction where the active agent in such studies comprises the Material; (c) use to provide a service, information, or data for a third party; (d) use for human or animal therapeutic, diagnostic, or prophylactic purposes or as a product for therapeutics, diagnostics, or prophylaxis; (e) 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; (g) cell line or animal development for purposes of bioproduction of recombinant proteins; (h) modification of the human germline, including editing human embryo genomes or reproductive cells; and/or (i) stimulation of biased inheritance of a particular gene or trait or set of genes or traits ("gene drive").

"**Indemnify**" means to defend, hold harmless and indemnify.

"**Intellectual Property**" means the patents relating to Class 2 Type II CRISPR-Cas9 compositions and methods licensed to MRC by Caribou under the MRC Licence. Details of the Intellectual Property can be found here crispr-limited-use-license. For clarity, unless otherwise shown at crispr-limited-use-license, Intellectual Property includes the PCT/US2013/032589 patent family.

"**Losses**" means any and all losses, damages, costs, fees, liability, or expense (including reasonable legal expenses and attorneys' fees).

"**HHMI**" means the Howard Hughes Medical Institute, a non-profit medical research organisation with headquarters in Chevy Chase, MD, USA.

"**HHMI Indemnitees**" means HHMI and its trustees, officers, employees, and agents.

"**Third Party**" means any person or entity other than Caribou or MRC or the Purchaser.

"**Third-Party Claims**" means any and all suits, claims, actions, and demands, in each case brought by a Third Party.

Schedule 2 - Broad Limited Licence

This purchase of a transgenic mouse model ("Product") is subject to the following terms and conditions. The Product is sold subject to a license agreement ("MRC Licence") for the use of certain CRISPR-Cas9 intellectual property ("Intellectual Property") by and between Medical Research Council, as part of United Kingdom Research and Innovation ("MRC"), and The Broad Institute, Inc. ("Broad").

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