

## JAX® iPSC Terms & Conditions of Use

We are more than mice. The Jackson Laboratory (“Jackson”) now offers a growing catalog of human induced pluripotent stem cells (iPSC) for the study of various disorders and areas of research interest. These cell lines were made possible through collaborations with other non-profit mission-driven partners, such as the Wellcome Trust Sanger Institute and the Chan Zuckerberg Initiative, as well as the iPSC Neurodegenerative Disease Initiative, a project from the Center for Alzheimer’s and Related Dementias (NIH).

Jackson will provide the iPSC lines (hereinafter, “Products”) described in the Jackson order acknowledgment, product catalog (including online), or quotation, as applicable, and the recipient (hereinafter, “Customer”) will purchase or otherwise obtain the Products subject to these Terms and Conditions of Use (“Terms and Conditions”) unless otherwise expressly agreed in a separate writing between Jackson and Customer. These Terms and Conditions will apply to all purchases of Products by Customer.

### (1) Binding Character

1.1 Customer’s acceptance of delivery of Products will be deemed agreement to these Terms and Conditions. Any and all terms and conditions (including any which may be delivered by Customer with any purchase order or other commercial document) which are different than or inconsistent with or supplement these Terms and Conditions are hereby rejected unless otherwise expressly agreed to by Jackson in writing.

### (2) Definitions

“Product” means the iPSC line received by Customer from Jackson and including any progeny, modification or derivative of the Product generated by Customer.

### (3) Use of Product

3.1 CRISPR Limited Use Licenses. Customer represents and warrants that it will use the Product solely for internal, non-commercial research purposes in accordance with these Terms and Conditions, including the two separate Limited Use Licenses associated with creation of the Product using CRISPR technology, one with the [Broad Institute, Inc.](https://www.jax.org/about-us/legal-information/licenses/crispr-cas-license-terms-broad-institute) (“Broad”, also available at <https://www.jax.org/about-us/legal-information/licenses/crispr-cas-license-terms-broad-institute>), and one with [Caribou Biosciences, Inc.](https://www.jax.org/about-us/legal-information/licenses/caribou-biosciences-license-human-cells) (“Caribou”, also available at <https://www.jax.org/about-us/legal-information/licenses/caribou-biosciences-license-human-cells>), that contain certain limitations and obligations. Customer represents and warrants that it will comply with the limitations and obligations set forth in these Terms and Conditions and the two Limited Use Licenses with the Broad and Caribou respectively. In the event of a conflict between the Terms and Conditions and the terms and conditions contained in the Limited Use Licenses referenced above, the terms and conditions contained in the Limited Use Licenses shall govern and control.

3.2 Customer further acknowledges and understands that the Product was made by Genome Research Limited, operating as the Wellcome Trust Sanger Institute (the “Sanger”) using a CytoTune™ iPS Reprogramming kit obtained from Life Technologies Corporation, by Sanger as ‘the buyer’, under a Limited Use Label License, the terms of which are set out at **Exhibit A** and which prohibit use of the Product for commercial applications. Customer represents and warrants that it will not use or permit the use of the Product for any such commercial application and will comply with the terms set out at **Exhibit A** as they apply to the Product. Without prejudice to the generality of the foregoing, Customer acknowledges and understands that some uses of the Product may require a license from Life Technologies

Corporation or its licensor, DनावेC Corporation. Jackson accepts no liability in relation thereto. Any queries relating to the scope of **Exhibit A** and any requirement for a separate license should be directed to Life Technologies and/or DनावेC. Further, generating iPSC cells requires using the “Yamanaka factors” to induce reprogramming into iPSC cells. These were discovered by Prof Shinya Yamanaka's team at Kyoto University. These factors and related methods are the subject of patents or patent applications held by Kyoto University. Customer acknowledges and understands that these rights cannot be commercialized without a license obtained from iPSC Academia Japan, Inc. (<http://www.ips-cell.net/e/index.php>). Customer represents and warrants that it will not make any attempt to identify the original donors of the Product. Customer agrees to remove any data mapping to the Y chromosome (including sequencing reads, genotypes etc.) before making genetic or genomic data available to third parties, and such data shall be removed from publications or results. Once this has been done, data may be made available for biomedical research in an open access fashion, permitting redistribution of derived data sets.

3.3 Customer shall ensure that the Product is not used in human subjects, whether in clinical trials or otherwise, and whether for therapeutic, preventive, diagnostic, or other purposes, or for any purposes prohibited by applicable laws including the UK Human Reproductive Cloning Act 2001. Customer shall further ensure that the Product is kept in a secure environment, protected against damage, loss, misuse, or unauthorized access.

3.4 Customer shall not transfer or otherwise provide the Product to any third party, provided that Customer may transfer Product to a third-party contract research organization (CRO) or bona fide research collaborator in accordance with the terms and conditions of the Broad and Caribou licenses set forth in Section 3.1 above and these Terms and Conditions.

3.5 Customer represents and warrants that it will use the Product in compliance with all applicable laws, rules and regulations.

#### **(4) Applicability of Terms and Conditions**

4.1 These Terms and Conditions, including the CRISPR Limited Use Licenses and the terms and conditions in **Exhibit A**, shall remain applicable to the Product for so long as Customer retains possession of the Product.

4.2 Except as otherwise provided in these Terms and Conditions, no express or implied licenses or other rights are provided to Customer under any patents, patent applications, trade secrets or other proprietary rights of Jackson, including any altered forms of the Product made by Jackson.

4.3 Customer agrees to provide appropriate acknowledgement of the source of the Product in all publications, including for Products generated from parental cell lines owned by the Sanger, that the Product was generated from the parental cell line produced by the Sanger as part of the Human Induced Pluripotent Stem Cell Initiative (HIPSCI) and was generated with the support of the National Institutes of Health (NIH) and the NIH's iPSC Neurodegenerative Disease Initiative, and for any other Products, Customer shall provide appropriate acknowledgement and attribution in accordance with academic custom.

4.4 Subject to Section 4.3, Customer shall not use the name (or any trademark or logo) of Jackson in any publicity, press release, advertising, presentation or other public communication without Jackson's prior written consent.

#### **(5) No Warranty; Limitation of Liability, Indemnification**

5.1 Customer acknowledges and understands that the Product(s) are experimental in nature, are provided “AS IS,” and may have hazardous properties. JACKSON MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE PRODUCT WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

5.2 In no event shall Jackson, its trustees, directors, officers, employees or affiliates be liable for any penalties or liquidated damages, or for any direct, indirect, special, consequential, punitive, exemplary, or incidental damages of any type or kind, regardless of whether any such losses or damages are characterized as arising from breach of contract, breach of warranty, tort, negligence, strict liability, or otherwise. If, within thirty (30) days of receipt of the Product, Customer notifies Jackson in writing that the Product provided does not conform with the specification contained in the applicable purchase order, Jackson will, at its option, provide Customer with a credit or replacement of the Product received. Jackson makes no other representations, and this shall be the exclusive remedy of Customer with respect to the Product provided by Jackson.

5.3 To the extent permitted by applicable law, Customer shall defend, indemnify, and hold harmless Jackson, its parent and affiliates and their respective directors, officers, and agents from and against any claims, demands, suits, actions, causes of action, losses, damages, fines, and liabilities, including reasonable attorney, expert and other professional fees (“Claim”) arising out of or in connection with Customer’s or its transferees’ use, receipt, storage, transfer, disposal and other activities relating to the Product. If Customer is a United States federal or state government agency or entity that is prohibited by law from providing indemnification, Customer shall assume all liability for any and all Claims arising out of or relating to Customer’s and its transferees’ use, receipt, handling, storage, transfer, disposal and other activities relating to the Product to the extent provided under the Federal Tort Claims Act, 28 U.S.C. §§ 2671 et seq. or under equivalent applicable State law.

## **(6) Miscellaneous**

6.1 These Terms and Conditions are made under and shall be construed, governed, interpreted and applied according to the laws of the State of Maine, U.S.A., without regard to conflict of laws principles. The parties agree that the exclusive venue for any dispute arising hereunder or in connection with any breach thereof shall be in the federal or state courts in the State of Maine, and the parties hereby consent to venue and jurisdiction in those courts. If Customer is a United States federal or state government agency or entity, then these Terms and Conditions shall be construed, governed, interpreted and applied according to U.S. federal law and state law as applicable and as applied in a court of competent jurisdiction.

6.2 These Terms and Conditions shall remain in effect so long as Customer retains any Product.

6.3 In the event any provision of these Terms and Conditions is determined to be unenforceable or otherwise unlawful, then such provision shall be without effect, and the remaining terms will survive, as if such provision had not been included herein.

## Exhibit A

### Limited Use Label License

#### Limited Use Label License No: 518 CytoTune™ Technology for Products

Notice to Purchaser: This product is authorized for reprogramming methods that involve or pertain to the preparation of iPS cells or related cells. The purchase of this product conveys to the purchaser the limited, non-transferable right to use the purchased amount of product to perform internal use and for educational purposes. No right to resell this product or any of its components, or iPS cells or related cells generated by use of the product, or derivatives thereof (hereafter “the Materials”) is conveyed expressly, by implication, or by estoppel. For clarity, purchasers have the right to use third party service providers for generating iPS cells and derivatives for the benefit of such purchasers.

Purchasers can deposit the Materials with not-for-profit repositories (“Repositories”) and transfer cells to not-for-profit research entities (not affiliated with a for-profit organization) for their internal research. Such recipient Repositories and not-for-profit research entities are allowed to distribute the Materials not-for financial gain to other users for their internal research.

If the Materials are transferred to other users in accordance with the terms of this label license accompanying the product (hereafter “Label License”), the transferring party should notify recipients of such Materials of these terms by transferring a copy of the Label License to the recipients.

To obtain commercial rights for the sale of the Materials or for a fee-for-service generation of the Materials other than as allowed in paragraph 1 above, purchasers are requested to contact Dनावेक Corporation at [cytotune@dnavec-corp.com](mailto:cytotune@dnavec-corp.com). For all other commercial applications relating to the use of the Materials, purchasers might be required to contact iPS Academia Japan. Customers may contact iPS Academia Japan either directly at [license@ips-ac.co.jp](mailto:license@ips-ac.co.jp) or through Dनावेक Corporation.

### User Notice

#### Definitions

1. GRL: Genome Research Limited, operating as the Wellcome Sanger Institute
2. IDP: ID Pharma Co., Ltd.
3. Products: iPS cells, progeny of iPS cells and/or differentiated cells therefrom that are generated by using CytoTune-iPS technology under the license agreement between IDP and GRL, and including services provided using such cells
4. User: The person or entity that purchased or obtained Products from GRL

#### User Restrictions

1. User may use the Products for internal research. No other right is granted to User whether expressly, by implication, by estoppel or otherwise. In particular, the purchase or obtaining of the Products by User from GRL does not include nor carry any right or license to use, develop or otherwise exploit the Products for or for the purpose of financial gain, and no rights are conveyed to User to use the Products for any other purpose. To obtain commercial rights for any commercial applications, Users are

requested to contact ID Pharma Co., Ltd. at [info@idpharma.jp](mailto:info@idpharma.jp) and Academia Japan, Inc. directly at [license@ips-ac.co.jp](mailto:license@ips-ac.co.jp).

2. User agrees to use the Product in compliance with all applicable statutes and regulations, but not to use the Product for any administration or application to humans. Moreover, User agrees not to use the Product in human subjects for human clinical use for therapeutic, diagnostic or prophylactic purposes, or in animals for veterinary use for therapeutic, diagnostic or prophylactic purposes, including but not limited to clinical applications.
3. In the case that User transfers Products to a third party, User shall convey the User Restrictions set forth herein to such a third party.

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