

JAX® Services

Notice to Companies ("Recipient") Purchasing this PDX tumor material and/or PDX engrafted mice.

The PDX tumor material and/or PDX engrafted mice (hereinafter, "Material(s)") are distributed by The Jackson Laboratory ("JACKSON") to you the Recipient pursuant to the following terms and conditions.

As a service to the biomedical research community, JACKSON provides the Materials to Recipient solely for internal research purposes.

- Recipient represent and warrant that it will not further propagate, breed, or otherwise expand the JAX Mice or tumor materials provided hereunder.
- Recipient agrees that any tumor material engrafted in mice or subsequently removed from mice will be used for its internal research use only and not transferred to any third party.
- Recipient represents and warrants that it will not identify, attempt to identify, contact, or attempt to contact the individuals who contributed the materials used to generate the JAX mice or materials provided hereunder.

.

THESE MATERIALS ARE EXPERIMENTAL IN NATURE AND JACKSON MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES 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 be liable for any use of the Material(s), and Recipient hereby agrees to defend, indemnify and hold JACKSON harmless from any loss, claim, damage, or liability which may arise from Recipient's use, storage and disposal of the Material(s).

Recipient acknowledges and understands that, as a condition of receipt of the Material, JACKSON must provide the Dana Farber Cancer Institute with notice that Recipient received the Material and such notice shall identify Recipient.

Acceptance of the Material from JACKSON shall be deemed agreement to these terms.