



Conditions of Use for the Hera SD-Rag2-Il2rg knockout rats, SRG™ rats, for For-Profit Users and Users at Non-Profit or Academic Institutions

The research MATERIAL covered by these Conditions of Use includes the Hera SD-Rag2-Il2rg Knockout Rat strain (hereafter “SRG™ or SRG” rat), any progeny, and substances or biological materials (e.g., cells, nucleic acids, antibodies or vectors) containing the *Rag2* or *Il2rg* genetic modifications, or derived from the MATERIAL, all of which is collectively the “MATERIAL”. SRG rats are the property of Hera BioLabs, Inc. (“Hera”) are proprietary and protected by patents, contact us for more information. BY PLACING AN ORDER AND ACCEPTANCE OF ANY OF THE MATERIAL, PURCHASER AND PURCHASER’S INSTITUTION AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

The MATERIAL will be used only by Purchaser and by individuals working under Purchaser’s direct supervision at Purchaser’s Institution and only during the time that Purchaser is working at the Institution. Purchaser and Purchaser’s Institution will use the MATERIAL in compliance with all laws and governmental regulations and guidelines applicable to the MATERIAL. The MATERIAL is made available for research solely at the Purchaser’s location and for investigational use only in laboratory animals or in *in vitro* experiments and may not be used in humans or for any other purpose. Purchaser may not use MATERIALS for Contract Research Services (“CRO Services”) which is defined as for-profit or not-for-profit organizations providing fee-for-service or collaboration based services to third parties which generates any information or data. Please contact Hera if you plan to conduct CRO Services (services@herabiolabs.com).

Purchaser shall not use the Material for any monetary or other consideration. Purchaser shall not sell, transfer, distribute, or release to any other person the MATERIAL, including without limitation the MATERIAL transferred to the Purchaser and any rats, cells or vectors containing the *Rag2* and or *Il2rg* genetic modifications that are generated by Purchaser. In addition, MATERIAL may not be used to make products that are distributed, sold, transferred or released to a third party.

Purchaser may not breed SRG™ Rats unless otherwise described in Exhibit A: Breeding Agreement. Breeding licenses are available, please contact Hera (services@herabiolabs.com) if your research requires breeding of SRG™ Rats. Purchaser may not further genetically modify the MATERIAL by any means without written consent from Hera.

Purchaser may publish or otherwise disclose data or results obtained using the MATERIAL. In any and all publications reporting the results and data deriving from the use of MATERIAL, Purchaser shall refer to the Rag2-Il2rg KO Rats first as SD-Rag2-Il2rg knockout rats and thereafter as the SRG rat. Purchaser shall refer to Hera as the source of the SRG rats. The Purchaser may use the SRG rat name only for the purpose of scientific presentations or publications of results deriving from the use of SRG rats.

Hera shall retain all right, title and interest in and to the MATERIAL, including without limitation, any progeny containing the *Rag2* and/or *Il2rg* genetic modifications, derivatives containing the *Rag2* and/or *Il2rg* genetic modifications and uses thereof. Hera shall also retain all right, title and interest in its patents and patent applications and other intellectual property rights relating to the MATERIAL. No other right or license to this MATERIAL or to its manufacture, use, or sale or to any intellectual property rights of Hera is granted or implied as a result of Hera sending the MATERIAL to Purchaser.



Purchaser and Purchaser's Institution assume all liabilities which may arise from the use of MATERIAL, and to the extent permitted by law shall indemnify Hera against claims asserted by third parties arising from the use, storage, handling and disposal of MATERIAL by Purchaser and Purchaser's Institution.

The MATERIAL is provided "AS IS". All characteristics of the MATERIAL are not fully understood and its use may involve risks or dangers that are not fully known or appreciated. Hera provides no warranties with respect to the MATERIAL, express or implied, either in fact or by operation of law, statutory or otherwise. HERA EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT.

IN WITNESS WHEREOF, Customer has caused the Terms of Sale to be executed by its duly authorized representative on the date set forth below to be effective as of the date thereof.

By: _____

Print Name & Title: _____

Print Customer Name: _____

Date: _____

Accepted by Hera

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A: Breeding Agreement

There is no breeding permitted