
Specific conditions regarding the use of MICE expressing the Rag1<tm1Mom> allele.

Whereas: M.I.T., Tufts University, and the Dana Farber Cancer Institute are the owners of certain tangible property relating to M.LT. Case No. 5783HG, "Rag-I Deficient Mice Have No Mature B and T Lymphocytes," by Randall Scott Johnson of Dana Farber, Peter Mombaerts, formerly an employee of M.I.T, Virginia Eileen Papaoiaoanno of Tufts University and Susumu Tonegawa, an employee of the Howard Hughes Medical Institute (hereinafter referred to as "HHMI") doing research at an HHMI laboratory at M.I.T., and

MIT has the right to grant licenses to the tangible property relating to M.I.T. Case No. 5783HG, subject only to a paid-up, nonexclusive, irrevocable license to HHMI for research purposes, with no right to assign or sublicense.

RECIPIENT agrees:

"License" means the JLLA agreement.

HHMI is not a party to the License and has no liability to any licensee, sublicensee, or user of anything covered by the License, but HHMI is an intended third-party beneficiary of the License and certain of its provisions are for the benefit of HHMI and are enforceable by HHMI in its own name. This provision shall survive any termination of this Agreement.

Indemnification Provision

HHMI requires that it and its trustees, officers, employees and agents be indemnified and held harmless by licensees against claims based on or arising out of the License. The following is the indemnification provision that is required by HHMI:

HHMI and its trustees, officers, employees, and agents (collectively, "HHMI Indemnitees"), will be indemnified, defended by counsel acceptable to HHMI, and held harmless by RECIPIENT from and against any claim, 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) (collectively, "Claims"), based upon, arising out of, or otherwise relating to RECIPIENT's , use, handling, storage, or disposition of the MICE expressing the Rag1<tm1Mom> allele by any other contracting party or others who possess the MICE expressing the Rag1<tm1Mom> allele through a chain of possession leading back, directly or indirectly, to RECIPIENT, including without limitation any cause of action relating to product liability. The previous sentence will not apply to any claim that is determined with finality by a court of competent jurisdiction to result solely from the gross negligence or

willful misconduct of an HHMI Indemnitee. Notwithstanding any other provision of this Agreement, RECIPIENT's obligation to defend, indemnify and hold harmless the HHMI Indemnitees under this paragraph will not be subject to any limitation or exclusion of liability or damages or otherwise limited in any way. This provision shall survive any termination of the License.

Insurance

HHMI will have the same rights and benefits as JACKSON under the insurance provisions of the License.

Arbitration

Notwithstanding the foregoing, no dispute affecting the rights or property of HHMI shall be subject to the arbitration provisions set forth above.

Use of Name Provision

RECIPIENT acknowledges that under HHMI policy, RECIPIENT may not use the name of HHMI or of any HHMI employee (including Dr. Susumu Tonegawa) in a manner that reasonably could constitute an endorsement of a commercial product or service; but that use for other purposes, even if commercially motivated, is permitted provided that (1) the use is limited to accurately reporting factual events or occurrences, and (2) any reference to the name of HHMI or any HHMI employees in press releases or similar materials intended for public release is approved by HHMI in advance.