

CHARLES RIVER LABORATORIES

Master Transgenic Services Agreement

Charles River Laboratories, Inc., ("Charles River"), and _____, ("Customer"), agree that the following terms and conditions will govern the provision of services ("Services") by Charles River to Customer involving transgenic, knockout, or mutant laboratory animals (in each case, a "Genetic Model"). Such Services shall include cryopreservation, rederivation, and breeding and production by Charles River of the Genetic Model.

1. Ownership. Customer warrants to Charles River that it has all title and/or rights to the Genetic Model necessary for it to lawfully permit Charles River to perform the Services hereunder. Accordingly, Customer has the unconditional right to retain Charles River to provide the Services.

2. Use. Charles River will not use the Genetic Model or any progeny thereof ("Progeny") for any purpose other than performance of Services hereunder, and shall not transfer the Genetic Model, or Progeny, to any third party without Customer's prior written consent.

3. Genetics. Charles River does not guarantee to Customer the genetic structure or integrity of the Progeny.

4. Utility; Infringement. Charles River disclaims any representation or warranty: (a) of commercial, scientific or research utility of the Progeny; or (b) that the use by Customer of the Progeny will not infringe any patent, trademark or other intellectual property right of any third party.

5. Safety. Charles River further makes no representation or warranty as to the safety or health of the Progeny.

6. General Warranty and Disclaimers. Charles River warrants that the Progeny are produced from Customer's Genetic Model(s) in accordance with the Customer's instructions. Upon notification of a defect by Customer or any other loss of the Genetic Model or Progeny, Charles River shall have the option to either refund the purchase price or replace the Progeny, and such refund or replacement shall be Customer's sole and exclusive remedy against Charles River. Any modification of the Progeny by Customer shall void this warranty. The foregoing warranty shall be subject to Customer maintaining the Progeny in accordance with Charles River's instructions. THIS WARRANTY IS IN LIEU OF, AND CHARLES RIVER SPECIFICALLY DISCLAIMS AND EXCLUDES, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF A PATENT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS. Charles River's liability under this warranty or otherwise shall in no event exceed the price for the Services, and Charles River shall not, under any circumstances, be liable for any special, indirect, consequential or incidental damages arising out of or in connection with the Services or the Progeny. The parties acknowledge that the Progeny need

not be, and accordingly have not been, produced or maintained in accordance with FDA/GMP or any other government guidelines.

7. Indemnity. Customer is not aware, after reasonable inquiry, of any infringement by the Genetic Model on the patent or other proprietary rights of any third party. Customer hereby agrees to indemnify, defend and hold harmless Charles River, its parent, subsidiaries and affiliates and their respective officers, employees and directors against any and all liability, loss, damage, cost or expense (including reasonable attorney's fees and expenses and cost of investigation) which any of them may hereafter incur, suffer or be required to pay as the result of any damage suffered or alleged to be suffered, including, without limitation, death or personal injury and any direct, consequential, special and punitive damages, as a result of (i) Charles River delivering units of the Genetic Model directly to any third party at the direction of Customer pursuant to Section 10 hereof; or (ii) the Genetic Model or Progeny having infringed the patent or other intellectual property rights of a third party; or (iii) any contact with the Genetic Model or the Progeny during visits to Charles River or after delivery of the Progeny to Customer; or (iv) any other act or omission of Customer relating to this Agreement or the Services provided hereunder.

8. Confidentiality. Each party will maintain as confidential all proprietary information of the other party for which said party reasonably requests confidentiality in writing. Said information will be treated by the receiving party as confidential for five years from the date of disclosure. Each party will use reasonable efforts to safeguard the confidentiality of such proprietary information furnished by the disclosing party. The following shall not be considered proprietary information: (a) information that is now in the public domain or subsequently enters the public domain through no fault of the receiving party, (b) information that is presently known or becomes known to the receiving party from its own independent sources, (c) information that the receiving party receives from any third party not under any obligation to keep such information confidential, and (d) information that is required to be disclosed by law.

9. Prices/Payment Terms. Prices for each of the Services to be made available by Charles River hereunder will be Charles River's current list price. Prices are subject to Charles River's standard annual price increases set forth in the corporate catalog. Payment terms for Services are net thirty (30) days following receipt by Customer of an invoice from Charles River for the Services. All amounts not paid when due shall bear interest from the applicable due date until paid, at the lesser of four percent (4%) per annum above the base rate announced from time to time by Fleet Bank or its successor or the highest lawful rate of interest permitted at the time in Massachusetts. In the event Customer fails to pay for the Services within such thirty (30) day period, title to the Genetic Model and Progeny shall revert to Charles River solely for the purposes of destroying the Genetic Model and Progeny.

10. Delivery Terms. Delivery of units of the Genetic Model shall be F.O.B. Charles River's facilities, with all freight and related expenses being prepaid by Charles River and invoiced to Customer. Charles River shall arrange insured common carrier transportation of the units of the Genetic Model to the Customer's designated destination, the cost of which shall be borne by Customer. Title to and risk of loss of units of the Genetic Model shall pass to the Customer at the time of delivery to a common carrier. At the request of Customer and subject to Section 7 hereof, Charles River may, but shall not be obligated to, transfer and deliver units

of the Genetic Model from Charles River's facilities into the possession of any third party designated by Customer.

11. Publicity. Neither party will use the name of the other party, or the name of any member of the staff or faculty of the other party, or any unpublished information or data relating to the Genetic Model without the prior written approval of the other party.

12. Notices. Any notices given under this Agreement shall be in writing and delivered to the parties as follows:

Customer

Attention: _____

Charles River

Charles River Laboratories
251 Ballardvale Street
Wilmington, MA 01887

Attention: General Counsel

13. Term. This Agreement shall have an initial term of three (3) years and may be renewed at any time by mutual written agreement of the parties.

14. No Obligation. Nothing contained in this Agreement shall obligate Charles River to accept additional Genetic Models from Customer or to provide additional Services, and Charles River may reasonably refuse any such request.

1. 15. Miscellaneous Legal Provisions. Except with respect to the payment of monies due hereunder, neither party shall be considered in default of the performance of any obligation hereunder to the extent that the performance of such obligation is prevented or delayed by fire, flood, earthquake, explosion, strike, acts of terrorism, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. This Agreement constitutes the entire agreement between the parties relative to the Genetic Model(s), and supersedes all other proposals, understandings or agreements. This Agreement may be amended or terminated only by a written agreement between the parties. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the remainder of the Agreement, and this Agreement shall be construed and reformed without such provision. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and Customer consents to the use of jurisdiction in Massachusetts as a venue for settling all disputes and controversies. Each party will bear its

own counsel fees and other expenses related to the transaction. Each party warrants to the other party that it has not dealt with any person or entity who is or may be entitled to a broker's commission, finder's fee or similar payment from the other party for arranging the transaction. Nothing in this Agreement shall be deemed to create a relationship of employment or agency or to constitute the parties as partners or joint venturers. In no event will Customer or any of its affiliates solicit any Charles River employee who has provided Services hereunder for employment or any contract/consultative position during the term of this Agreement and for a period of one year after its termination. This Agreement may not be assigned without the prior written consent of the non-assigning party. This Agreement shall become binding when signed by the Customer and executed by an authorized officer of Charles River.

In the event Customer shall issue a purchase order, a document containing terms and conditions or the like, this Agreement shall exclusively govern these areas the said documents purport to address.

CUSTOMER ACKNOWLEDGES THAT AN AUTHORIZED OFFICIAL HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CHARLES RIVER LABORATORIES, INC.

[INSERT NAME OF CUSTOMER]

Signature: _____

Signature: _____

By: _____
(please print)

By: _____
(please print)

Title: _____

Title: _____

Date: _____

Date: _____

Hereunto Duly Authorized

Hereunto Duly Authorized

TransgenicServicesAgreement