

**Simple Letter Agreement for Requesting Lexicon Pharmaceuticals, Inc. Stocks  
from the Mutant Mouse Regional Resource Centers**

*Definitions*

“*ACADEMIC INSTITUTION*” means any academic, non-profit or governmental entity or institution worldwide.

“*COMMERCIAL ENTITY*” means any entity that is not an Academic Institution, including for-profit corporations and commercial *spin-offs* or *spin-outs* from an Academic Institution; provided that commercial “spin-offs” or “spin-outs” whose technologies are based on results derived from Academic Research conducted by an Academic Institution, but which do not themselves possess or use any MATERIALS, are not Commercial Entities.

“*CONTRACT RESEARCH*” means research or development activities involving use of MATERIALS that are conducted by or at an Academic Institution where (a) such activities are directly or indirectly supported financially by a Commercial Entity, (b) the Commercial Entity, rather than the Academic Institution, is primarily responsible for establishing the research plan and goals of such activities, (c) the Commercial Entity obtains material rights (which includes an option to obtain an exclusive license of all commercial rights) in the intellectual property resulting from such activities, and (d) the Academic Institution does not retain material commercial rights to exploit such resulting intellectual property. Contract Research does not include CRADAs or Academic Research as described below, under “Field of Use” definition section.

“*FIELD OF USE*” means (1) all teaching, research and development activities conducted by faculty, researchers, students and other employees of any Academic Institution, whether or not resulting in patentable inventions and whether or not published (“Academic Research”); (2) any and all research and development activities conducted at an Academic Institution pursuant to a United States Government Cooperative Research and Development Agreement (CRADA) or substantially similar agreement under the laws of other countries; and (3) Academic Research that is conducted at the facilities of an Academic Institution in conjunction with personnel of one or more Commercial Entities, whether or not such Academic Institution generally financially supported by such Commercial Entities, whether or not personnel from such Commercial Entities participate in such activities and whether or not such Commercial Entities obtain or have the right to obtain ownership or licenses to the resulting intellectual property; provided, however, that the Field of Use excludes Contract Research.

“*MATERIALS*” means any specific Lexicon KO mouse materials received under NIH contract HHSN291200555549C or under any agreement between Lexicon and another Academic Institution pursuant to which such Academic Institution is obligated to deposit such Lexicon KO mouse materials to MMRRC and any copies (including regenerated or regrown lines), unmodified portions and progeny thereof.

“*MMRRC*” means Mutant Mouse Regional Resource Centers

“*MMRRC CENTER*” means Facility/Institution storing and shipping MMRRC material(s).

“*MMRRC ICSC*” means the MMRRC Informatics, Coordination and Service Center.

In response to the Academic Institution’s request for the following mouse stock(s) and/or related materials: \_\_\_\_\_

MMRRC LEXICON STRAIN ID: \_\_\_\_\_ (hereinafter referred to as MATERIAL) the MMRRC requires that the ACADEMIC INSTITUTION and the ACADEMIC INSTITUTION SCIENTIST agree to the following before the ACADEMIC INSTITUTION receives the MATERIAL:

1. The above MATERIAL is made available through the MMRRC to the ACADEMIC INSTITUTION as a service to the research community.
2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS, INCLUDING FOR PURPOSES OF DIAGNOSTIC TESTING.
3. The MATERIAL will be used for internal non-commercial purposes only in the FIELD OF USE.
4. Academic Institution acknowledges and agrees that it has no right or authority to distribute or transfer any MATERIALS to any third party, other than: (i) to another Academic Institution that is also a party to a Simple Letter Agreement with the MMRRC for such MATERIALS, even if such other Academic Institution does not receive any MATERIALS other than those you transfer to it; (ii) to a Commercial Entity that is otherwise independently licensed by Lexicon to use such MATERIALS; or (iii) to an academic research collaborator pursuant to a material transfer or other similar agreement that expressly restricts use to the Field of Use and prohibits further transfer of the MATERIALS to any third party.
5. The ACADEMIC INSTITUTION agrees to acknowledge Lexicon Pharmaceuticals and the MMRRC as the source of the MATERIAL in any presentations and publications reporting use of the MATERIAL.
6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE MMRRC 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

In addition to this Agreement, the MMRRC requires completion of an MMRRC order request.

*Simple Letter Agreement for Lexicon Materials*

