

Covance Research Products Inc. Immunology Services Sales Terms and Conditions

1. **Governing Terms** All sales and/or purchases of the services are (a) governed by these Terms and Conditions of Sale, and (b) made expressly conditioned upon Buyer's acceptance of these Terms and Conditions. Any and all terms and conditions (including any which may be delivered by Buyer with any purchase order) which are different or inconsistent with these Terms and Conditions are rejected unless otherwise expressly agreed to by Covance in writing. No modification of these Terms and Conditions shall be binding or enforceable unless expressly agreed to by Covance in writing.

2. **Purchases** Sales of the services and/or price quotations shall be binding upon Covance only when accepted by Covance. Unless a specific number of days' notice is agreed to by Covance in writing, Buyer shall provide Covance in advance with reasonable written notice regarding shipping of any materials to Buyer.

3. **Taxes; Shipping Charges** Buyer is responsible for all (i) taxes or other charges imposed by law with respect to the sale or use of any materials supplied as a result of the services, and (ii) all reasonable shipping charges.

4. **Payment; Cancellation or Delay Charges** Payment of the purchase price for the services shall be made within thirty (30) days after the date of invoice. Buyer may not make any offsets or deductions from the invoice amount unless agreed by Covance in writing.

4.1 **Cancellation** After acceptance of an Order Form by Covance, a cancellation fee shall apply in the event of any cancellation by Buyer, unless the Order Form states that such fee does not apply. The applicable cancellation fee will be based on the costs incurred in preparing for a study or obtaining and/or preparing animals for a study; provided that Covance will make a good faith effort to minimize such costs. If animals have been specifically procured for a study, the cancellation fee shall include the cost of the animals plus care and maintenance costs for such animals for up to two (2) months.

4.2 **Delay Charges** After acceptance of an Order Form by Covance, if a delay notification is received from Buyer (i) in the case of non-rodent studies (e.g. primates and canines) less than thirty (30) days prior to a scheduled study start, and (ii) in the case of rodent studies less than twenty (20) days prior to scheduled study start, additional charges shall apply, unless the Order Form states that such fee does not apply. The additional charges will be based on a variety of factors, including, without limitation, the number of weeks a study is delayed and costs associated with animals to be used for the study. For example, if the delay results in animals (which have been procured and/or prepared for purposes of a study) not meeting protocol inclusion criteria when the study is rescheduled, Buyer shall pay the cost to procure and/or prepare new animals to be used in the study in addition to study charges stated on a Work Order.

5. **Standards** Covance shall use commercially reasonable efforts in accordance with good industry standards to provide facilities, supplies and staff necessary to perform a study in accordance with an Order Form accepted by Covance. If Buyer provides Covance with any material, including an antigen, for a study, Covance makes no representation and disclaims any warranty, regarding the study results, including the quantity of antibodies such Buyer-provided antigen will generate or the efficacy of the antibodies such antigen will generate. Applicable charges hereunder are due regardless of the study results if Covance has performed in material accordance with the Work Order. Except as stated above, Covance makes no express warranties and expressly disclaims any implied warranties including any implied warranty of merchantability or fitness for a particular purpose.

6. Remedies; Limitation of Liability; Indemnification

6.1 **Remedies; Limitation of Liability** In the event of a material defect in any services sold hereunder, Covance's sole obligation to Buyer shall be for Covance, at its option and cost, to either (a) repeat the services, or (b) refund to the Buyer the contract price paid. In no event shall Covance's liability in connection with any sale hereunder exceed the contract price paid for the service in issue. Covance's liability

hereunder, regardless of the form of action, shall not exceed the foregoing limitation of liability, except with respect to indemnification. **IN NO EVENT WILL BUYER BE ENTITLED TO, NOR SHALL COVANCE BE RESPONSIBLE FOR, ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGE ARISING IN CONNECTION WITH COVANCE'S DEFAULT OR BREACH OF ITS OBLIGATIONS.**

6.2 **Indemnification by Covance** Covance shall indemnify Buyer from any loss, cost, damage or expense (including reasonable attorneys' fees) from any lawsuit, action, claim, demand or proceeding by third parties ("Third Party Claim") to the extent arising from or associated with the negligence, gross negligence, intentional misconduct or inaction of Covance; provided that if such Third Party Claim arises in whole or in part from Buyer's negligence, gross negligence or intentional misconduct or inaction, then the amount that Covance shall indemnify Buyer for pursuant to this section shall be reduced by an amount in proportion to the percentage of Buyer's responsibilities for such claim as determined by a court of competent jurisdiction in a final and non-appealable decision or in a binding settlement between Covance and Buyer.

6.3 **Indemnification by Buyer** Buyer shall indemnify Covance, its affiliates and their respective officers, directors and employees ("Covance Group") from any loss, cost, damage or expense from any Third Party Claim arising from or associated with (i) Covance's sale of the services hereunder, (ii) the harmful or otherwise unsafe effect of any product resulting from the use of the services sold hereunder, or (iii) the negligence, gross negligence, intentional misconduct or inaction of Buyer; provided that if such Third Party Claim arises in whole or in part from a Covance Group member's negligence, gross negligence, intentional misconduct or inaction, then the amount that Buyer shall indemnify the Covance Group for pursuant to this section shall be reduced by an amount in proportion to the percentage of Covance Group's responsibilities for such claim as determined by a court of competent jurisdiction in a final and non-appealable decision or in a binding settlement between Covance and Buyer.

7. **Force Majeure** Either Covance or Buyer shall be excused from performance hereunder if its performance is delayed or prevented by any event beyond the reasonable control of such party (except for Buyer's liability to pay for services), including without limitation, acts of God, fire, explosion, weather, disease, war, insurrection, civil strife, riots, government action, or power failure, provided that performance shall be excused only as required by such disability. Any time specified for completion of performance shall be automatically extended for a period of time equal to the period of such disability. Covance will promptly notify Buyer if, by reason of any of the events referred to herein, Covance is unable to meet any time for performance specified in an Order Form.

8. **Confidentiality** Neither party will disclose any information related to the services purchased hereunder to any third party, including but not limited to the study materials, methodology, procedures, visual data obtained during a visit to the other party's facility, research, received from the other party without the disclosing party's written consent unless such information (i) is already known to the receiving party, (ii) is or becomes publicly available through no fault of the receiving party, (iii) is received from a third party which has the legal right to disclose it to the receiving party, (iv) is required for the pursuit of the registration of a product with a government agency, or (v) is required to be disclosed by any process of law. If legal disclosure is requested, the receiving party will notify, if allowed, the disclosing party promptly of such request. Each party shall not use the other party's confidential information for any purpose other than for the purposes of the Work Order in connection with which it was provided or obtained. Neither party shall use the name of the other party in any advertising or sales promotional material or in any publication without prior written permission of such party.

9. **Governing Law** All sales and/or purchases of the services sold hereunder shall be governed by the laws of the State of Delaware without regard to its otherwise applicable conflicts of laws rules.