

UNIFORM TERMS AND CONDITIONS

The Order and all performance hereunder shall be construed in accordance with the laws of the state of New York.

1. Definitions:

a) **Affiliate:** For the purposes of this Order, “Affiliate” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% (fifty percent) of the voting interests of the Party or the power to direct or cause the direction of the management and policies of such Party whether by contract, through the majority ownership of voting capital stock or otherwise. “Controlled” shall be interpreted accordingly. In case of an Order between an Affiliate of BI and Seller, any rights and obligations of BI and Seller under such Order shall exist between the respective Affiliate of BI and Seller only. The Parties acknowledge and agree that, notwithstanding anything to the contrary contained herein, in the event of a dispute under this Order, a claim can only be brought by Seller against the BI entity that specifically requested goods or services under such Order.

b) **BI:** As used herein, “BI” shall refer to Boehringer Ingelheim USA Corporation and/or any of its U.S. Affiliates identified under this Order and/or any agreement between Seller and the applicable Affiliate of BI, which elects to order goods and/or services pursuant to this Order.

c) **Order:** This “Order” includes all orders for goods and/or services, which shall be issued from time to time by BI to the Seller, and any documents attached to or referred in such orders, and these Uniform Terms and Conditions, which become effective as stated in the paragraph titled “Acceptance,” below.

d) **Parties/Party:** For the purpose of this Order, “Parties” shall refer to Seller and BI collectively, and each individually, a “Party.”

e) **Seller:** “Seller” means the seller of goods and/or the provider of services.

2. Acceptance: This Order will be deemed accepted, (a) upon signature by an authorized representative of Seller upon the request of BI, or (b) if no signature is requested, then upon Seller’s commencement of any services specified in this Order, the acquisition of any services or goods in order to perform any part of this Order or Seller’s commencement of work on any goods subject to this Order or the shipment of such goods, whichever occurs first. Any acceptance of this Order is limited to acceptance of the express terms contained herein. If this Order shall be deemed an acceptance of a prior offer by Seller, such acceptance is upon the express terms contained herein. Additional or different terms or any attempt by Seller to vary in any degree any of the terms of this Order shall be deemed material and are hereby objected to and rejected, but this Order shall not operate as a rejection of the balance of Seller’s offer unless such offer contains variances in the terms of the description, quantity, price, quality, amount, performance, or delivery schedule of the goods or services.

3. Priority: In the event of any conflict between the terms and conditions of this Order and any other written agreement executed by both Parties, unless such agreement expressly provides otherwise, the terms and conditions of such agreement shall prevail and supersede any terms or conditions of this Order.

4. Termination: BI may terminate this Order or any part hereof for cause in the event of any default by Seller, or if Seller fails to comply with any of the terms and conditions of this Order. In the event of termination for cause, BI shall not be liable to Seller for any amount, and Seller shall be liable to BI for any and all damages sustained by reason of the default or failure which gave rise to the termination. BI also reserves the right to terminate this Order or any part hereof for its sole convenience. Upon receipt of notification, Seller shall use its best efforts to mitigate its costs and damages., BI’s sole liability shall be payment of the percent of the Order price reflecting the percentage of the services performed, or goods specifically manufactured for this Order, prior to the notice of termination but excluding anticipated or lost profits.

5. Confidentiality: Both BI and Seller shall hold all information furnished by the other Party or disclosed to or viewed by the other Party (“Confidential Information”) in confidence. Neither Party shall disclose any such Confidential Information to any other person or entity or use such Confidential Information for any purpose other than performing this Order except with prior written permission from the other Party. Confidential Information shall also include formulations, drawings, designs, specifications, data or other documents, or equipment prepared by either Party for the other Party in connection with this Order. The obligation of confidentiality and non-disclosure shall not apply to: (i)

information which at the time of disclosure or discovery is in the public domain; (ii) information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Order; (iii) information which one Party can establish by reasonable proof was in its possession at the time of disclosure by the other Party, was not subject to restriction, and was not acquired, directly or indirectly, from the other Party; (iv) information received from a third party, provided, however, that such information was not obtained by said third party, directly or indirectly, from the other Party and that said third party has a right to disclose it; and (v) information which is required to be disclosed pursuant to any law, judicial or administrative process, or subpoena; provided, that the Party receiving any such lawful disclosure order shall promptly notify the other Party in writing of such requirements and make known to the respective government or court officials the proprietary nature of said information and shall make any applicable claim of confidentiality with respect thereto. The Party whose Confidential Information is requested or required to be disclosed will be given the opportunity to review any such subpoena to confirm its validity and will either (i) promptly seek protective relief from such disclosure obligation, or (ii) direct the receiving Party to comply with such request or requirement. The receiving Party shall cooperate with efforts of the disclosing Party to maintain the confidentiality of such information or to resist compulsory disclosure thereof. If, after a reasonable opportunity to seek protective relief, such relief is not obtained by the disclosing Party, or if such Party fails to obtain such relief, the receiving Party may disclose only such portion of such Confidential Information that the receiving Party reasonably believes, on the basis of advice of such Party’s counsel, such Party is legally obligated to disclose.

At any time upon request by BI or at the termination or expiration of the Order, Seller shall promptly return to BI or destroy, at BI’s discretion, any or all Confidential Information it has received from BI, including but not limited to, data, notes and reports which may have been made regarding said Confidential Information, and all copies thereof. Seller may retain one (1) copy of each item of Confidential Information received by Seller under this Order and notes regarding the same, provided that said copy is retained and used solely for compliance purposes and held in Seller’s confidential and secured files under the same standards and procedures as Seller utilizes for its own confidential information. Seller shall return all data provided to Seller by BI in a readable format.

6. Proprietary Information and Deliverables: All rights, title and interest in and to all materials, documents, presentations, reports, information, data, results, analyses, summaries, and suggestions of every kind and description supplied to Seller by BI or generated or developed by Seller in connection with this Order including, without limitation, work product (“Deliverables”) shall be the sole and exclusive property of BI, and BI shall have the right to make whatever use it deems desirable of the Deliverables. All Deliverables will be transferred to BI in a format that is reasonably acceptable to BI, as applicable. At all times, BI shall be the exclusive owner of all proprietary rights of any kind or nature existing under the laws of any jurisdiction in the Deliverables, regardless of the state of completion or actual delivery of such Deliverables. The Parties agree that all Deliverables created in connection with this Order shall be “work made for hire” as that term is defined in the copyright laws of the United States. BI and its Affiliates shall have all rights, title and interest in and to the Deliverables, including the sole and exclusive right to secure and own copyrights and renewals throughout the world, and, accordingly Seller’s execution of this Order will constitute an assignment of its copyrights in all said work and its agreement to cooperate with BI by executing any documents or otherwise, by assisting BI in asserting or establishing its proprietary rights and copyrights in the Deliverables. BI and its Affiliates shall have exclusive, worldwide, unlimited rights to all Deliverables created pursuant to this Order.

7. Advertising and Publicity: For purposes of clarification, and not in limitation of the duty of confidentiality set forth above, Seller acknowledges and agrees that it shall not use BI Confidential Information, BI’s name or BI case studies, named or blinded. This prohibition shall apply, without limitation, to use in any sales literature, list of Seller clients, in presentations to other prospective Seller clients including, without limitation, general vendor capability presentations, in presentations at conferences, seminars or other educational or informational venues, and in internal presentations to BI, its Affiliates and the employees thereof. Seller shall require each Seller employee, agents, consultants, subcontractors or other third parties (“Seller Personnel”) to comply with this Section 7 and shall be responsible for any breach of this Section 7 by any Seller Personnel. Seller shall not advertise nor publish the fact that BI has contracted to purchase goods or services from Seller, nor shall Seller disclose any information relating to the Order without BI’s written permission.



8. Unauthorized Disclosure: Seller represents and warrants that it will, and it will cause each agent, employee and subcontractor to notify BI of any loss, compromise, or unauthorized use or disclosure of any part or all of BI's Confidential Information. Such notice shall be given as soon as possible and, in any event, within twenty-four (24) hours of the first day that Seller or such agent, employee or subcontractor knows of the loss, compromise, or unauthorized use or disclosure. Notice shall be given in writing, to the BI. For purposes of this Order, (i) unauthorized use means the sharing, employment, application, utilization, examination or analysis of any Confidential Information not authorized under this Order, and (ii) unauthorized disclosure means the release, transfer, provision of, access to or divulging in any other manner, any Confidential Information, except as expressly permitted hereunder or under applicable law. Use or disclosure of Confidential Information is unauthorized if it (i) violates the provisions of this Order (ii) constitutes a breach of any applicable U.S. federal or state statute, regulation or guidance, or breach notification laws, or (iii) constitutes a violation of any BI policy related to the protection and confidentiality of such Confidential Information of which Seller has been advised in writing. Seller agrees to use its best efforts to mitigate the effects of any breach, to promptly propose correction action to BI and to promptly undertake all corrective action as approved or requested by BI.

9. Warranty: Seller expressly warrants as follows: (i) all goods and services furnished under this Order shall conform to all formulations, drawings, designs, data, specifications, requirements and samples; (ii) such goods and services shall be of recognized standard quality or better, be new, and be free from defects in material and workmanship; (iii) all such goods and services will conform to all statements; (iv) all goods will be appropriately contained, packaged, marked, and labeled; and (v) all goods are manufactured by Seller or procured by Seller directly from either the manufacturer or the manufacturer's distributor of record. Seller further warrants that all goods or services furnished hereunder (a) will be safe and appropriate for the purpose or purposes for which such goods or services of that kind are normally used, (b) will be free from any claim of any third party including any infringement of violation of any patents, copyrights, trade secrets, licenses or other property rights of any third party; and (iv) to Seller's reasonable belief, will not infringe the intellectual property rights of any third party. If Seller knows or has reason to know the particular purpose for which BI intends to use the goods or services, then the Seller warrants that such goods or services shall be fit for such particular purpose. Inspection, testing, acceptance, or use of the goods or services furnished hereunder shall not affect the Seller's obligation under these warranties, and such warranties shall survive inspection, testing, acceptance, and use. Seller's warranties shall run to BI, its successors, Affiliates, assigns, customers, and users of products sold or otherwise provided by BI. Seller agrees promptly to replace, or to correct defects of, any goods or services that do not conform to the foregoing warranties without expense to BI, when notified of such nonconformity by BI, provided BI elects to provide Seller with the opportunity to do so. If after a reasonable period of time the non-conforming goods or services are not corrected or replaced, BI may elect to make such corrections or replace such goods and services on its own, and charge Seller for all costs incurred by BI in doing so which costs Seller shall reimburse to BI within thirty (30) days of BI's request. Additionally, in the event California law applies, goods or services furnished hereunder shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by the California Commercial Code.

10. Price Warranty: Seller warrants that the price for all goods or services sold to BI hereunder are not less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities. In the event Seller reduces its prices to any other entity for similar goods or services during the term of this Order, Seller agrees to reduce the prices to BI correspondingly. Seller warrants that the prices shown on this Order shall be complete, and that no additional charges of any type shall be added without BI's express written consent. Such additional charges include, but are not limited to shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, and crating. If Seller does not possess and provide its US tax identification number to BI, Seller is liable for any and all withholding taxes that may be imposed under applicable United States law(s). As such, BI may be required, as governed by applicable United States law(s), to withhold said withholding taxes from gross payments due to Seller arising under this Order.

11. Force Majeure: Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused by: fire, flood, earthquake, pandemic, elements of nature or acts of God, war, riot, civil disorder, or any other similar cause beyond the reasonable control of the Party invoking its force majeure rights under this Agreement ("Non-Performing Party"); provided that, the Non-Performing Party

is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the Non-Performing Party through the use of alternate sources, workaround plans or other means. In such event, the Non-Performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and Non-Performing Party continues to use its commercially reasonable efforts to recommence performance or observance to the extent possible and without delay. If the force majeure event substantially prevents, hinders, or delays Contractor's performance of Services for more than ten (10) consecutive days, then BI may terminate this Agreement without liability as of a date specified by BI in a written notice of termination to Contractor. Contractor shall not have the right to any additional payments from BI for costs or expenses incurred by Contractor as a result of any force majeure event.

12. Payment: The price for Deliverables ordered by BI shall be as set forth on the Order. Invoices shall be quoted and payable in U.S. Dollars (unless otherwise indicated in the Order). In exchange for providing the services set forth in the Purchase Order, in accordance with this Order, BI shall pay Seller the fees and project expenses set forth in the applicable Purchase Order. In no event will BI be liable to Seller under this Order for any fees, expenses, or any subcontractor or third party charges or costs not explicitly set forth in a Purchase Order. BI may set off any amounts that Seller owes to BI against any amounts due to Seller under this Order. Except as otherwise provided in this Order, the failure of Seller to make demand for payment within twelve (12) months of the completion of the provision of the goods and/or services under this Order, shall, at BI's discretion, be considered a waiver by the Seller of its right to receive payment.

13. Revised PO. BI shall have the right at any time to make changes in services, formulations, drawings, designs, requirements, specifications, materials, packaging, software applications, hardware, and equipment, time and place of performance, delivery, and method of transportation. This Order may be revised from time to time for such changes, and any increase or decrease in the net cost of impacting such changes, or the time required for performance, an equitable adjust shall be made and this Order shall be modified in writing by securing an approved revised Order from BI.

14. Patents: Seller agrees upon receipt of notification to promptly and fully defend any claim, suit or proceeding which may be brought against BI or any of its Affiliates, or any of their respective officers, directors, managers, employees, agents, partners, representatives, customers, or other vendors ("BI Indemnitees"), for alleged infringement or misappropriation of any patent, copyright, trade dress, trade secret, or other intellectual property right allegedly based on or arising from any goods, services, software, or any other deliverable ordered hereunder, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services ordered hereunder. Seller further agrees to defend, indemnify, and hold harmless the BI Indemnitees from and against any and all expenses, losses, royalties, profits, damages, costs and attorneys' fees resulting from any such claim, suit, or proceeding, including any settlement. BI may be represented by and actively participate through its own attorneys in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Seller. Should any documentation, database, or any other services or deliverable which Seller shall have provided hereunder which has not incurred any unauthorized modifications or combinations by BI become, or in Seller's opinion be likely to become, the subject of any action claiming any infringement, misuse, or violation, then Seller shall, at its option and expense, either: (i) promptly procure for BI the right to continue using the documentation, databases, and other services or deliverables, or (ii) promptly replace or modify the same so that it becomes non-infringing and non-violating and functionally equivalent. This Section 14 shall survive, notwithstanding any breach, termination, or any other act or event.

15. Indemnity: Seller agree to fully indemnify, defend and hold harmless BI, its officers, directors, employees, agents and customers from and against any and all loss due to or liability for any and all claims, losses, damages, demands, expenses, penalties, or costs (including reasonable attorneys' fees) resulting from such Seller's performance under this Order or breach of these terms and conditions causing any injury including death to any person, or damages to property of the Seller or third parties, or from any product recall or seizure, arising directly from the performance under this Order (including but not limited to provision of goods and services and including any infringement of violation of any patents, copyrights, trade secrets, licenses or other property rights of any third party).

16. Indemnity for Work on BI's Premises: If the Order requires installation or any other work by Seller on BI's premises, Seller shall take all



precautions to prevent injury to person or property during the progress of such work as well as acting in compliance with site contractor safety procedures and policies. Seller shall indemnify and hold BI harmless against all loss or damage resulting from Seller's performance of such work or the act of omission of Seller, its agents, employees or subcontractors. Any employee of Seller engaged in such work shall not be deemed an agent, employee or subcontractor of BI for any purpose, and Seller shall bear sole responsibility for all payroll and other taxes pertaining to such employees.

17. BI Data and Security:

a) **BI Data:** "BI Data" shall mean any and all BI data uploaded, submitted, posted, transferred, transmitted or otherwise provided or made available by or on behalf of BI in connection with the services, and all associated metadata. All BI Data is owned by BI and Seller shall have no ownership rights or interest in BI Data.

b) **Processing of BI Data:** In the event Seller collects, records, organizes, structures, adapts, alters, retrieves, consults, accesses, obtains, stores, transmits, uses, maintains, discloses or disposes of or otherwise makes available, aligns, or combines, restricts, erases or destroys ("Processes," "Process," or "Processing") BI Data, Seller shall Process such BI Data solely on behalf of and for the benefit of BI to carry out its obligations pursuant to this Order and BI's written instructions. Seller shall not Process for marketing purposes, sell, rent release, disclose, disseminate, transfer, aggregate, analyze or otherwise use BI Data unless required in connection with the Order or authorized in writing by BI.

c) **Security:** Seller shall establish and maintain commercially reasonable safeguards and all measures required by applicable law and industry standards to protect against an any incident which has resulted, or is reasonably likely to result, in a breach of security, including any accidental or unlawful loss, theft, deletion, disclosure or corruption of BI Data and/or any unauthorized use or access to BI Data (an "Information Security Incident"), which safeguards shall in no event be less than the safeguards set forth in this Order, including but not limited to: a) unique user identifiers (user IDs), paired with passwords, to ensure that activities can be attributed to the responsible individual, b) controls to revoke access after several consecutive failed login attempts before locking out a user, and c) controls to terminate a user session after a period of inactivity. Seller shall maintain physical access controls, secure user authentication protocols, secure access control methods, firewall protection, maintain inventory in a way that provides traceability to those media, servers, and equipment containing BI Data, and intrusion detection mechanisms. Seller shall maintain controls in accordance with industry standards including encryption in transit and at rest where appropriate, to protect BI Data and communications during transmissions between BI's network and Seller. Seller shall ensure that all BI Data is stored and backed up in a manner consistent with industry standards. Seller shall implement and maintain any additional security safeguards, as directed by BI, in the event of any (i) material changes to any services, or any relevant technology or systems; (ii) Information Security Incident; or (iii) the discovery of a material security vulnerability or weakness, as determined by BI in its sole discretion. Seller shall provide to BI log entry records to assist in forensic analysis if there is suspicion of inappropriate access.

d) **Information Security Incident Procedures:** Seller shall notify BI immediately upon becoming aware of the occurrence of any Information Security Incident, and provide cooperation and within forty-eight (48) hours all information reasonably requested by BI. Seller shall not make any public statement or notify affected individuals regarding any Information Security Incident without BI's prior written approval, unless it is required to do so pursuant to applicable laws, in which case it shall provide BI prior notice.

18. **Licenses and Insurance:** Seller agrees to secure and maintain all licenses and bonds as necessary or appropriate for Seller's full performance under this Order, and to purchase and maintain in full force and effect the following insurance coverage with insurers having a minimum AM Best rating of A-VIII: Commercial General Liability Insurance with a minimum limit of one-million dollars (\$1,000,000) each occurrence, Statutory Workers' Compensation and Employers' Liability Insurance in an amount of one million dollars (\$1,000,000) for each accident and disease, and Automobile Liability Insurance with minimum limit of one-million dollars (\$1,000,000.00) each accident. This Order may be used for a particular project or risk with different insurance limits such as Structural Work - five million dollars (\$5,000,000) Commercial General Liability, including coverage for products and completed operations; Welding - two million dollars (\$2,000,000) Commercial General Liability; Hauling - two million dollars (\$2,000,000) Auto liability each accident; Professional Consulting - one million dollars (\$1,000,000) Professional Liability/Professional Errors and Omissions; Environmental-related - two million dollars (\$2,000,000) Environmental/Pollution Legal Liability. Seller agrees to provide insurance

certificates evidencing all such coverage to BI prior to the commencement of any services or other activity under this Order and promptly to provide all renewals and updates of all such certificates to BI. All such certificates shall name BI as an additional insured, contain a waiver of subrogation and provide for a thirty (30) days notice for any cancellation or termination. Seller's insurance shall be primary and non-contributory to BI's Insurance. Seller agrees to increase any such limits as reasonably requested by BI to cover the scope of services performed and goods ordered hereunder.

19. **Compliance with Laws:** Seller will comply with and will not violate any applicable federal, state, local or foreign law, rule or regulation ("Applicable Law") in the provision of Services or in the performance of any obligations under this Agreement. Seller hereby guarantees that, when applicable, no article herein is, as of the date of shipment, adulterated, or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or is an article which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce. Seller also warrants and represents that, when applicable, no article herein was produced or that any service ordered hereunder was performed in violation of the Fair Labor Standards Act, as amended; and that the prices do not violate any provision of the Robinson-Patman Act. Seller represents and warrants that (i) it is in compliance with and will adhere to the BI Supplier Code of Conduct (located at http://policy.boehringer-ingelheim.com/Code_of_Conduct_Brochure.pdf) or a Code of Conduct adopted by Seller that is consistent with the BI Supplier Code of Conduct, and furthermore, it has effective compliance programs, policies and procedures to address relevant risk areas associated with the pharmaceutical industry, and (ii) it shall comply with all local, state and federal laws, industry guidelines, rules and regulations relevant to the provision of services set forth in this Order in each country and state in which services are performed. Seller agrees to adhere to all rules and regulations regarding obligations of contractors and subcontractors under federal contracts, including but not limited to, the following Sections of 41 CFR: 1-1.7 10-3 (Utilization of Small Business Concerns), 1-1.805.3 (Utilization of Labor Surplus Area Concerns), 1-1.1310-2 (Utilization of Minority Business Enterprises), 60-1.4 (Equal Opportunity Clause), 60-250.4 (Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era), and 60-741.4 (Affirmative Action for Handicapped Workers). The foregoing regulations are herein incorporated by reference as obligations of the Seller, and made part of this Order as if set forth in full herein. Additionally, the obligations imposed by the relevant portions of Executive Order 11246, Section 793 (503) of the Rehabilitation Act of 1973 and Section 2012 of the Vietnam Veterans Readjustment Act of 1974 and the implementing rules and regulations are hereby incorporated by reference as obligations of the Seller. At Seller's written request, BI will provide a full copy of these statutes and orders.

20. **Non-discrimination.** BI is an equal opportunity employer and federal contractor or subcontractor. **Consequently, the Parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.** Regardless of the applicability of the foregoing requirements, Seller agrees that, with respect to Seller Personnel in connection with fulfilling the obligations set forth in this Order, it will not discriminate on the basis of race, color, religious creed, sex, marital status, sexual orientation, gender identity, gender expression, ancestry, national origin, age, mental, physical or intellectual disability, veteran status, pregnancy, childbirth or related medical condition, genetic information or any other class or characteristic protected by federal, state or local law.

21. **Anti-Bribery/Anti-Corruption ("ABAC"):** Seller represents and warrants that it, its owners, directors, officers, and Seller Personnel will act in full compliance with any applicable ABAC laws and regulations, industry and professional codes of practice. Without limiting the generality of the foregoing, the Seller represents and warrants in particular that Seller, its owners, directors, officers, and Seller Personnel will not directly or indirectly in connection with the business of BI or with this Order: offer, promise, pay or arrange for payment or giving of a bribe or any benefit, advantage or anything of value to any Public Official, individual, entity or any other third party in exchange for an improper



advantage in any form either directly or indirectly in order to fulfill, obtain, or retain: (i) regulatory requirements; (ii) any kind of business including any commercial transaction to which BI is a party, or which is otherwise in connection with this Order; or (iii) any other improper advantage; transfer anything of value to a Public Official without the prior approval of BI regardless of whether or not such transfer might constitute a bribe; transfer anything of value to sub-contractors, agents or any third party for the purpose of offering, promising, paying, receiving, soliciting, or arranging for the payment of, or reimbursing anyone for payment of, a bribe or a transaction of anything of value to a Public Official; or request, accept a promise of, or receive any payment, benefit, or advantage from any individual or entity for oneself or for a third party in return for giving another person or entity unfair preferences in the procurement of goods or commercial or other services in connection with this Order.

For the purpose of this Order, "Public Official" means any officer or employee of a local or foreign government or any department, agency, political party, institution, or instrumentality thereof (including officers and employees of government controlled entities), or of a public international organization as well as any person acting in an official capacity for or on behalf of any such government, department, agency, institution or instrumentality, or for or on behalf of any such public international organization as well as healthcare professionals, working in healthcare institutions, in which the central, regional or local government owns an interest or has control or which are paid partly or as a whole by the government. Seller shall report any suspicion of past, current or potential violations of this Section 21 to BI. If Seller is in doubt whether a certain act violates its obligations under this Section 21, Seller shall contact BI and shall delay the decision before taking the action. Seller shall ensure that its directors, officers, employees, sub-contractors and agents receive appropriate ABAC training.

Any violation of this Section 21 constitutes a material breach of this Order. In addition to any other sanction provided by law and/or this Order, BI may terminate this Order for cause and with immediate effect, if Seller violates its obligations under this Section 21. Seller is aware of and acknowledges that BI will exclude any potential contractual partners who engage in bribery, collusive practices, or any other form of corruption or fraud from bids for tenders and future contracting.

22. Export Restrictions: Seller understands and agrees that information and materials provided by BI under this Order may be subject to United States laws and regulations restricting exports, re-exports or transfers to other countries or to other parties. Seller will ensure that no materials or information provided to it under this Order will be exported (including any export to a recipient in the United States that is a "deemed export" under U.S. Export Administration Regulations), re-exported, transferred or disclosed contrary to the applicable laws and regulations of the United States, or to any country, entity or party which is ineligible to receive such items under United States laws and regulations. Seller will be solely responsible for complying with applicable laws and regulations and monitoring any modifications to them.

23. Transparency and Disclosure: Seller acknowledges and agrees that any payments or transfers of value (including, but not limited to, compensation and reimbursement for expenses, meals, and travel) ("Payments") to health care professionals ("HCPs") and/or health care organizations ("HCOs") are subject to transparency reporting requirements under the US Physician Payment Sunshine Act (42 U.S.C. 1320a-7h), state transparency and disclosure laws, and other applicable legal requirements. Seller shall not contract with, or make any Payment to, an HCP or HCO on behalf of BI unless otherwise specified in the applicable PO. If Seller's engagement by BI includes making Payments to, or on behalf of, an HCP or HCO, Seller shall provide BI with detailed expenditure information regarding any such Payments in a manner that conforms to the requirements provided by BI. Without limiting the foregoing, Seller's reporting obligations shall include providing BI a report with all data on Payments made to all HCPs and/or HCOs incurred during each calendar month within fifteen (15) days following the end of such month. Documentation concerning Payments to any HCP or HCO must be maintained by Seller for ten (10) years.

24. Formulary Committee: When applicable, BI requires Seller to fully comply with all applicable disclosure obligations regarding Seller's relationship with BI that may be externally imposed on Seller based on Seller's and/or Seller Personnel's affiliation with any formulary or pharmacy and therapeutics committees or committees associated with the development of clinical guidelines, treatment protocols or standards, as well as any disclosure obligations which are required by any health care institution, medical committee, or other medical or scientific organization ("Committee"). Seller shall also disclose to such Committee the nature of Seller's relationship with BI. This disclosure

requirement set forth above extends two (2) years beyond the term of this Order. If participation on the Committee by Seller or Seller Personnel creates the appearance of impropriety on behalf of BI, BI reserves the right to terminate this Order or otherwise exclude such Seller Personnel in connection with the services under this Order.

25. Debarment: When applicable, Seller represents and warrants that Seller and Seller Personnel are not persons or organizations excluded from participation in Medicare, Medicaid or other federal healthcare programs by the Department of Health and Human Service's Office of Inspector General and are not using in any capacity persons or organizations that are debarred, suspended, or otherwise excluded by any federal government agency including, but not limited to the FDA, or barred from federal contracting by the General Services Administration. It further warrants and represents that Seller Personnel are appropriately licensed and in good standing. Seller will immediately inform BI in writing of any debarment, exclusion, suspension or proposed debarment, exclusion or suspension by any federal government agency of Seller or Seller Personnel. Seller further represents and warrants that Seller and Seller Personnel have not been convicted of, have not plead guilty to, and have not been found by a court of government agency to have violated, an offense involving bribery, fraud, kickbacks, moral turpitude or other applicable anti-corruption law or regulation. Further, Seller represents, warrants, and covenants that neither Seller nor any Seller Personnel is the subject of a Notice of Initiation of Disqualification Proceedings and Opportunities to Explain ("NIDPOE") letter or Notice of Opportunity for Hearing ("NOH") from the FDA. Seller agrees to immediately disclose in writing to BI if Seller or any Seller Personnel becomes the subject of a NIDPOE or NOH, is debarred or if any action, suit, claim, investigation, or legal or administrative proceeding is pending or, to the best of Seller's knowledge, threatened, relating to the debarment of Seller or any Seller Personnel performing services hereunder. Seller will immediately inform BI in writing of any debarment, exclusion, suspension or proposed debarment by any federal government agency of Seller or Seller Personnel. Debarment, exclusion, suspension or proposed debarment, exclusion or suspension by any government agency or violation, intention to violate or potential violation of any law or regulation involving bribery, fraud, kickbacks, moral turpitude or corruption will constitute grounds for automatic termination of this Order by BI in BI's sole discretion.

26. Use of Genetic Resources (Nagoya Protocol): When applicable, Seller represents and warrants that any materials of plant, animal or microbial origin or traditional knowledge which are subject to applicable laws on access and benefit sharing of genetic resources; or subject to access measures on genetic resources in accordance with The Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the United Nations Convention on Biological Diversity supplied to BI will meet the requirements of said Protocol as transcribed in the country of origin of said materials.

27. Recall: Seller shall implement and maintain a documented program to handle recalls, seizures, withdrawals or returns as is reasonably acceptable to BI. Such program shall provide for the traceability of the Deliverables at each step of the supply chain. BI shall have the right to audit Seller's traceability records at reasonable times. Seller shall reimburse BI and BI's customers for all costs reasonably incurred in connection with all Recalls. Further, in the event a Recall arises out of or results from Seller's breach of this Order, in addition to and not in lieu of its other rights or remedies, BI may require that Seller: (i) provide sufficient replacement Deliverables to BI free of charge; or (ii) refund, set-off or otherwise credit the price of the Recalls against outstanding receivables due from BI or the price of the delivery of future Deliverables.

28. Ingredients: When applicable, Seller will promptly furnish BI, upon BI's written request, a complete list specifying all ingredients in the composition of all goods ordered hereunder and the amounts and percentages of such ingredients. Thereafter, Seller will promptly advise BI in writing of all changes in such composition. Seller will also promptly furnish to BI, upon BI's written requests, material safety data sheets, for all goods ordered hereunder if applicable depending on the types of goods.

29. Inspection/Testing: Notwithstanding any prior partial or total payment, BI shall at all times have the right to inspect the performance of all services provided hereunder or that are related to this Order and all goods ordered hereunder and all related processes; and at BI's sole discretion, BI shall have the right to order the re-performance of any of the services or to reject any goods that are defective or nonconforming. Rejected goods and goods that may be supplied in excess of any quantities ordered herein will be held at Seller's sole risk and expense, and such goods may be returned to Seller at Seller's sole expense. In



addition to BI's other rights, BI may charge Seller, and Seller shall pay promptly, all expenses of unpacking, examining, re-packing and re-shipping any such goods. In the event of the performance of any services or the delivery of any goods that contain any defect or nonconformity that is not apparent upon examination, Seller shall provide the prompt replacement of such goods or re-performance of such services; correct such defect or nonconformity; pay all actual damages suffered by BI. Nothing contained in this Order shall relieve the Seller in any way from its obligation of testing, inspection, and quality control in full accordance with all industry standards applicable to all goods and services ordered hereunder.

30. Audit: Seller agrees that BI shall have the right, from time to time, upon reasonable prior written notice to Seller, to conduct an Information Security audit and/or an investigation and audit of Seller's books, records, networks, including but not limited to servers, systems, applications, and policies and procedures supporting the Service, and accounts to verify compliance with the provisions of this Order, subject to reasonable safeguards designed to protect confidentiality. Seller agrees to cooperate fully with such investigation, the scope, method, nature and duration of which shall be at the sole reasonable discretion of BI.

31. Delivery and Performance: Time is of the essence for this entire Order. If in order to comply with BI's required delivery or performance date it becomes necessary for Seller to ship or perform by a more expensive method than as may be specified by this Order, then any increased costs, including but not limited to labor and transportation costs, resulting there from shall be paid for by Seller, unless the necessity for such change in shipping or performance has been caused solely by BI. Unless otherwise instructed in writing, Shipment of all products shall be made in accordance with the terms and conditions which appear on the front of said Order. When the carrier or routing is specified, failure to follow BI's instructions may result in a cancellation of this order with the goods returned freight collect, without obligation of payment to BI. Seller shall notify BI immediately of any situation which may delay or threaten to delay the timely performance of any BI Order. All or any portion of any Order may, at BI's option, be cancelled without liability by BI, if delivery is not made as or when specified in said Order and these terms and conditions. The original Bill of Lading, express receipt, and any other necessary paperwork must accompany the invoice. The risk of loss or damage to any goods Seller ships under the Order shall remain with Seller until BI accepts such goods.

32. Final Accounting: Seller shall invoice for all authorized services completed and good delivered under this Order, or a separate statement of work, within ninety (90) days of completion.

33. Resolution of Disputes: All disputes hereunder estimated in good faith to be for one hundred thousand dollars (\$100,000) or less shall first be submitted to mediation using the American Arbitration Association ("AAA") in the State where the principal office of the BI Affiliate purchasing under this Order is located. If more than one BI Affiliate is purchasing under this Order, then all disputes shall be heard in the State of Connecticut. If mediation does not resolve the dispute, the matter shall be resolved by AAA arbitration. No provision of, or exercise of any rights hereunder, shall limit the right of any party hereto to obtain provisional or ancillary remedies such as injunctive relief from a court before, during or after the pendency of mediation or arbitration. If such dispute is estimated in good faith to be for a sum greater than one hundred thousand dollars (\$100,000), both BI and Seller agree to resolve such dispute in the appropriate court system.

34. Adverse Event Reporting:

a) **Human Pharmaceuticals:** An adverse event ("AE") can be any unfavorable and unintended sign (e.g. an abnormal laboratory finding), symptom, or disease temporally associated with the use of a medicinal product, whether or not considered related to the medicinal product. A technical product complaint ("PC") is the failure of a product functionality, condition, labeling, or packaging. This could include suspected product tampering, adulteration, or counterfeiting. In connection with the performance of the research activities under this Order, if Seller becomes aware of any AE or PC related to any product owned or promoted by BI or on behalf of BI, Seller is responsible for notifying BI within one (1) business day of becoming aware of said AE or PC. For an AE or PC notification, Seller shall call 800-542-6257. Upon BI's request, Seller shall provide BI with further information on the AE report. Depending on the scope of services under a specific PO (when applicable), BI may request the Seller to comply with additional pharmacovigilance ("PV") requirements, including but not limited to PV training for the Seller's personnel engaged in the provision of the services. The Seller agrees to comply with all PV provisions required by

applicable law or BI policies (e.g. SOPs), which shall be specified in writing for each PO, as required.

b) **Animal Health:** In connection with the services provided to the BI animal health business and in order for the animal health business to comply with federal laws governing the reporting of adverse events to the FDA, USDA and EPA, if Seller or Seller Personnel becomes aware of an adverse event ("AE") or technical product complaint ("TPC"), Seller will be responsible for reporting such AE or TPC related to the use of BI animal health products during the term of this Order. An AE is defined as any observation in animals, whether or not considered to be product-related, that is unfavorable and unintended and that occurs after any use of veterinary medicinal product (off-label and on-label uses). Included are events related to a suspected lack of expected efficacy according to approved labelling or noxious reactions in humans after being exposed to a veterinary product. Seller shall forward to BI at a minimum: (i) the source (e.g. veterinarian, pharmacist, animal owner); (ii) animal details/human details; (iii) an identifiable suspected veterinary product; (iv) AE/reaction details. A TPC is any indication of a product defect from an external source involving the possible failure of a product to meet any of its specifications or functionalities. A TPC is any indication of a product defect from an external source involving the possible failure of a product to meet any of its specifications or functionalities. TPCs may have their origin in the design, materials and substances used, production, packaging, storage, or distribution of a product. Seller shall ensure that each AE or TPC of which any Seller Personnel becomes aware is immediately reported to Seller. Any AE and/or TPC concerning products provided by a BI animal health business entity that is brought to the attention of Seller must be reported within twenty-four (24) hours to the BI animal health business entity by calling 1 888-637-4251.

35. Seller Compliance Training: BI may require Seller to complete the assigned training on specific policies, procedures and compliance modules within thirty (30) days of assignment or other time requirement as specified for a particular training. These policies and/or modules may include, but are not limited to, Supplier Code of Conduct and compliance training. Any questions concerning such assigned training should be raised immediately upon assignment, as the timely completion of such training is a material obligation under this Order. In the event Seller is not compliant with any training requirements, Seller may receive a notice of non-compliance. Such non-compliance constitutes a breach of this obligation and may impact the Order and the Seller's relationship with BI including BI's ability to use Seller in the future.

36. Limitation of Liability: In no event shall BI or Seller be liable for anticipated profits or for incidental, indirect, special, or consequential damages under this order. BI does not assume liability for any fines or penalties of any description or punitive damages. BI's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Order or from the performance or breach hereof shall in no event exceed the price allocable to the goods or services or unit thereof which are the subject of such claim. Seller agrees that any suit or other action of any kind against BI arising out of or related to this Order shall be precluded and waived unless such suit or other action is commenced within one year after the cause of action shall have accrued.

37. Subcontractors: Seller agrees that it shall not subcontract any of its performance without the prior written consent of BI. Seller agrees that any request it may make for subcontracting shall contain a specific description of the services it proposes are to be subcontracted and the entities proposed as contractors, none of whom shall be utilized by Seller without BI's specific approval in advance. Seller agrees that it shall be fully responsible for all obligations undertaken pursuant to this Order whether or not any portion is subcontracted.

38. Travel Expenses: BI will reimburse Contractor for reasonable, documented transportation, lodging and meal expenses that are explicitly set forth in the applicable SOW and have been incurred in conformance with the BI Travel and Expense Reimbursement Guideline (available at: <http://policy.boehringer-ingelheim.com/vendor%20travel%20guideline%20web%20based%20exhibit.pdf>).

39. Risk of Loss and Title: Risk of Loss and Title to goods shall pass to BI upon delivery to the BI entity ordering the goods or services at the address set forth in the purchase order to which these terms and conditions are attached.

40. On-Site Policy: Seller employees, agents and/or subcontractors will be issued identification badges for the sole use on BI property as a means of personal identification. Each badge is specifically issued to an individual and cannot be



shared, lent or given to any other individual. All badges are to be returned to the place of origin when the individual no longer needs the ID badge. Lost ID badges should be reported to BI security immediately. Seller's management is responsible for ensuring that ID badges of individuals no longer assigned to work at BI are returned immediately. Violations of these procedures can result in the individual being dismissed from working at any BI site. Seller will ensure that this procedure is communicated to each Seller employee, agent or subcontractor. BI recommends that Seller have each employee, agent or subcontractor providing services on site at BI execute a written acknowledgment of this procedure.

41. Independent Contractor: Seller's relationship with BI will be that of an independent contractor. Nothing in this Order is to be construed as designating Seller or any employee of Seller as an employee, agent, joint venturer, or partner of BI and neither Seller nor any employee of Seller shall be entitled to any benefits applicable to any employee of BI. Neither Party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of the other Party, or to bind the other Party in any manner whatsoever (unless this Order specifically authorizes otherwise). Each Party is solely responsible to select, engage and discharge its employees and other personnel, to determine and pay their compensation, taxes and benefits, and to otherwise direct and control their services and determine all matters. Nothing contained in this Order shall impose an obligation of exclusivity on one Party by the other. The Parties hereby acknowledge and agree that BI shall have no right to control the manner, means, or method by which Seller performs the services called for by this Order. Rather, BI shall be entitled only to direct Seller with respect to the elements of services to be performed by Seller and the results to be derived by BI, to inform Seller as to where and when such services shall be performed, and to review and assess the performance of such services by Seller for the limited purposes of assuring that such services have been performed and confirming that such results were satisfactory. No payroll or employment taxes of any kind (including, but not limited to, FICA, FUTA, federal or state personal income taxes, state disability insurance taxes, state unemployment taxes, and pension contributions) shall be withheld or paid with respect to any payments to Seller. Seller assumes all responsibility and liability for the payment of any federal, state or local taxes due on payments received from BI. Seller agrees to be fully and solely responsible for filing appropriate tax returns, social security contributions, and any other relevant payments to government authorities. Seller agrees to defend, indemnify and hold BI and its Affiliates harmless from and against any and all such liabilities or claims including, but not limited to, interest assessed or penalty and reasonable attorney's fees incurred, arising from Seller's failure to pay such tax, social security contribution or other required payment. Payment hereunder shall represent full and complete compensation for all obligations assumed by Seller and for all intellectual property and other rights assigned or created hereunder.

42. Personal Information: In performance under the Order, Seller may gain access to certain information that can be used by itself or in combination with other available information to identify a specific individual, or that is otherwise defined as personal information by applicable law ("Personal Information"). Personal Information includes, without limitation, information related to BI or BI's customers, consumers, patients, employees, personnel, physicians, suppliers, consultants and competitors, whether verbal or recorded in any form or medium, disclosed to Seller by or collected by Seller on BI's behalf including, but not limited to, (a) individually identifiable health information, (b) employment information, (c) insurance information, (d) family information, (e) an individual's name, address, phone number, e-mail address, social security number, or credit card information, and/or (f) all information, data and materials, including without limitation, demographic, medical and financial information, that relate to (i) the past, present, or future physical or mental health or condition of an individual; (ii) the provision of health care to an individual; or (iii) the past, present, or future payment for the provision of health care to an individual. Seller agrees that Personal Information shall be transmitted, handled, stored, maintained, used, and eliminated in a manner that will preserve the confidentiality of the Personal Information and in strict compliance with HIPAA and HITECH and with all other applicable privacy and data security laws, rules and regulations in those respective states, countries, and other jurisdictions where Seller provides services and/or collects, uses, discloses or otherwise processes Personal Information. If Seller performs any activity using Personal Information that constitutes or may be deemed to constitute "marketing" or the "sale of protected health information," as defined by HIPAA, Seller shall obtain all appropriate individual authorizations prior to any use or disclosure associated with such Personal Information as may be required by HIPAA or applicable privacy and data security laws. Unless otherwise mutually agreed in writing, Seller further agrees not to use or disclose Personal Information received pursuant to this Order for any purpose other than the performance of this Order.

Furthermore, if Seller becomes a Business Associate, as defined by HIPAA, Seller is solely responsible for implementing and adhering to a Business Associate Agreement in compliance with HIPAA. Except as reasonably required in the performance of this Order, Seller shall at no time release Personal Information subject to HIPAA, HITECH or other state or federal laws to BI.

Any and all consents collected by Seller from individuals on behalf of BI relating to collection, use, disclosure, retention and other processing of the individual's Personal Information, must be retained by the Seller for at least five (5) years after termination or expiration of this Order. Seller agrees to establish commercially reasonable controls to prevent unauthorized access, use or disclosure of Personal Information. Seller will implement all safeguards that reasonably and appropriately protect the confidentiality, integrity, and security of Personal Information as described Section 17 of these Uniform Terms and Conditions. Upon expiration or termination of this Order, or at any time upon request of BI, Seller shall return to BI and/or destroy all Personal Information held in any form or medium whatsoever, collected or received from or on behalf of BI. Seller shall promptly send BI a written certification signed by an authorized representative of Seller acknowledging that all Personal Information has been returned and/or destroyed. Any collection, use, disclosure, retention and other processing of the Personal Information other than as contemplated by or in violation of this Order is a material breach of this Order.

43. Miscellaneous: This Order constitutes the entire agreement between the Parties. No part of this Order may be modified, waived, assigned, or subcontracted without the prior written approval of BI. All claims for money by Seller from BI shall be subject to deduction or offset by BI by reason of any counterclaim or any other claim arising out of this or any other transaction with Seller. This Order and all matters arising under this Order shall be governed by the laws of the State of New York. Any suit, action or legal proceeding relating to or arising out of this Order shall be exclusively brought in federal or state court located in New York, New York. If any term or condition of this Order shall be determined by a court of competent jurisdiction to be unenforceable or contrary to law, then all other terms and conditions of this Order shall remain valid and in full force and effect, to the extent they are reasonably severable. Seller agrees to reimburse BI promptly in the amount of the dollar amount in fines levied by local governmental authorities against BI due to the actions of the Seller in performing its duties under this Order.

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