

BY EXECUTING AN ORDER FORM (AN "ORDER") THAT REFERENCES THESE CHARLES RIVER TERMS AND CONDITIONS (THESE "TERMS AND CONDITIONS") OR BY OTHERWISE USING OR ACCESSING THE PRODUCTS OR SERVICES (EACH AS DEFINED BELOW) ("ACCEPTANCE"), YOU AGREE YOU HAVE READ AND ARE BOUND BY THESE TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THESE TERMS AND CONDITIONS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU CANNOT ACCEPT THESE TERMS AND CONDITIONS AND MAY NOT USE THE PRODUCTS OR SERVICES.

These Terms and Conditions, by and between Customer and the entity identified in an Order as "Company" ("Company"), is effective as of the date of Acceptance and governs Customer's use of the following:

Any endotoxin and rapid microbial detection testing kits, reagents, accessories, and instruments (collectively, the "Products"); and

Any microbial, bacterial and endotoxin tests, and maintenance services provided by Company to Customer (collectively, the "Services").

**A. OTHER TERMS AND CONDITIONS.** If Customer has executed an agreement with Company with terms and conditions applicable to this sale ("**Specific Terms and Conditions**") and there is a conflict between the Specific Terms and Conditions and these Terms and Conditions, the Specific Terms and Conditions will prevail. In the event of a conflict between the Order and these Terms and Conditions, these Terms and Conditions will prevail. Company specifically rejects any different or additional terms and conditions proposed by Customer unless those terms and conditions are mutually agreed upon in writing.

**B. PRICE AND PAYMENT.** Unless agreed otherwise between the parties in writing, prices will be as per Company's price list on day of delivery. The prices of Products and Services are exclusive of applicable taxes, the costs and charges of packaging, insurance, and transport of the Products, which will be payable by Customer. All existing and future sales, use, revenue, excise, VAT or other taxes, duties, fees, or charges applicable to the sale, ownership, importing, exporting, or use of the Products and/or Services are the sole responsibility of, and will be entirely paid by, Customer. Standard payment terms are thirty (30) days from invoice date. Customer will not withhold payment, assert a right of retention, or set off any counterclaims against Company's payment claims unless Customer's counterclaims have been finally adjudicated by a competent court or have been acknowledged by Company in writing.

**C. ORDER AND DELIVERY.** Orders become binding upon Company only upon Company's written confirmation or the consignment of the Products and/or Services. Company is free to partly or fully reject orders at its sole discretion. Any deliveries are "ex works" (Incoterms 2020) at Company's premises unless otherwise agreed with Customer. Place of performance and delivery is at Company's premises. Company will notify Customer prior to the anticipated shipment date of the Products and/or Services. If applicable, Company will provide the serial number of each Product and Service before the delivery date.

Any date quoted for delivery is approximate only. Company will not be liable for any failure to deliver a Product or Service that is caused by circumstances beyond its reasonable control or Customer's failure to provide Company with adequate delivery instructions or any other instructions that are relevant to the supply of Product or Services.

**D. TITLE.** Title will transfer from Company to Customer once the Products or Services leave Company's facility.

**E. LICENSES; OWNERSHIP.** The following terms and conditions apply to all Products that contain software (other than the Cortex Software, as defined below) to the extent licensed by Customer under an Order, including, without limitation, ENDOSCAN-V™, Advance.im™, Accel.im™ Microtrend Database-Trending and Electronic Signature software (the "**Software**"):

Subject to these Terms and Conditions, Company grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license (i) to download and install one copy of the Software on a single computer; make one copy of the Software for archival purposes, or copy the Software onto the hard disk of one computer and retain the original for archival purposes; and (ii) use the Software (if applicable, on a network, provided that Customer has a licensed copy of the Software for each computer that can access the Software over that network).

The following terms and conditions apply to the Charles River Cortex Product to the extent licensed by Customer under an Order:

These additional terms and conditions only govern licensing of the Charles River Cortex software (the "**Cortex Software**"). Subject to these Terms and Conditions, Company grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license (i) to install and operate the Cortex Software on Authorized Systems to connect to the number of Authorized Devices set forth in an

applicable Order; (ii) to permit Customer employees to access the features and functions of the Cortex Software through such Authorized Systems; and (iii) to make a reasonable number of copies of the Cortex Software solely for non-productive, archival purposes. The term "**Authorized Systems**" means the number of servers that are owned and/or controlled by Customer and used by Customer for its internal operations as identified in an Order. The term "**Authorized Devices**" will mean the number of devices that have been identified in an Order and are physically located at the same physical location as the Authorized System that can connect to the Cortex Software. Each Customer physical location using the Cortex Software must have its own server and installation of the Cortex Software.

Company will provide to Customer the "Maintenance and Support Services" ordered pursuant to an Order for the Cortex Software or other professional services such as installation, configuration, and training. The level of support and specific maintenance and support obligations will be consistent with the level of support ordered and consistent with Company's support policies and procedures for the applicable level of Maintenance and Support Services as described at [www.criver.com/instrumentservice](http://www.criver.com/instrumentservice).

The following terms and conditions apply to all Products and Services to the extent licensed or purchased by Customer under an Order:

Customer acknowledges that Company and its licensors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, and other intellectual property rights in and to the Products and Services (including all components thereof), and Company expressly reserves all rights not expressly granted to Customer herein. Customer will not engage in any act or omission that would impair Company's and/or its licensors' intellectual property rights and the Products or Services or any other materials, information, processes, or subject matter proprietary to Company. The Products may contain certain open-source software; if this is the case, the license information will be located either in (a) the Help section of the applicable Product or (b) in the release documentation for such Product provided or otherwise made available by Company to Customer. Copyrights to the open source software are held by the respective copyright holders indicated therein.

Customer will not use any Product or Service or related documentation for any purposes beyond the scope of the licenses granted herein. Without limiting the generality of the foregoing, Customer will not (i) modify or create any derivative works of any Product (or any component thereof) or documentation; or (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of any Product is compiled or interpreted, and Customer hereby acknowledges that nothing herein will be construed to grant Customer any right to obtain or use such source code.

Customer will not (a) copy the documentation which accompanies any Product or Service; (b) sublicense, rent or lease any portion of any Product; or (c) use a previous version or copy of any Product or second copy of any Product after Customer has received a disk replacement set or an upgraded version as a replacement of the prior version. Upon upgrading any Product, all copies of the prior version will be destroyed.

**F. LIMITED USE.** The Products and Services will only be used by Customer for its own internal use. These Terms and Conditions, and the licenses contained herein, are non-transferable and non-assignable by Customer. If Customer transfers the Product or Services to another party for any reason, it will notify the Company.

**G. WARRANTY.** Company warrants and Customer accepts that the Products manufactured by Company will solely conform to (a) Company's current specifications; (b) if applicable, Company's current specifications as approved by the Food and Drug Administration; and (c) if applicable, current good manufacturing practices, in each case, solely for a period of ninety (90) days following the delivery date; provided, however, that the warranty period for the instruments will be twelve (12) months following the delivery date unless otherwise required by law ("**Warranty Period**").

For Products manufactured by a third party and distributed by Company, the warranty is limited to the warranty provided by the third party and no warranty is given by Company.

Customer will notify Company in writing within ten (10) business days after discovery of a warranty claim within the Warranty Period. Upon receipt of a warranty claim, Company is entitled to immediately inspect defective Product or to commission an independent third party for such inspection.

Company's sole responsibility will be, at its option, either to repair or replace any component or Product that proves defective during the Warranty Period or to refund the purchase price. If Company elects to repair or replace a Product in such circumstances, Company will only repair or replace a Product in the country in which that specific Product was originally purchased. All defective hardware or parts that are removed and replaced by Company will be Company's property. For the repair or replacement of Products or components that are proven defective during the Warranty Period, Customer will pay the cost of transportation to and from Company.

Company warrants, and Customer accepts, that the Services will be performed in accordance with the specifications. Any claim for breach of this warranty will be made in writing to Company within ten (10) business days after completion of the Services, after which time the Services will be deemed finally accepted. Upon notification, Company's sole responsibility will be to rectify the Services rendered.

**H. FORCE MAJEURE.** Company's obligations to Customer hereunder will not extend to damage or defects caused by vandalism, liquid spillage, acts of God, acts of war, terrorism or other hostilities, any abuse or improper use of the Products or Services, servicing or modification of Products or Services by persons other than personnel of Company or its contractors and/or operation of the Products or Services outside the environment and operational parameters specified for the Products or Services, or any other circumstances that cannot be attributed to Company.

**I. DISCLAIMERS.** The warranty stated in Section G is in place of, and Company excludes (to the fullest extent permitted by applicable law) all other warranties and conditions, expressed or implied, with respect to the Products and/or Services including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement of third party intellectual rights, title and those arising by statute or otherwise in law or from a course of dealing or use of trade.

**J. LIMITATIONS OF LIABILITY.** The warranty in Section G is:

1. not transferable and a warranty claim can only be made by Customer;
2. void if a Product is transferred out of the jurisdiction from which it was originally purchased; and
3. void if a Product is opened by an unauthorized person.

Neither the warranty in Section G nor any statutory warranty applies to Products or components from which any serial numbers or Product registration control numbers have been removed.

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY TO CUSTOMER EXCEED THE AMOUNT CUSTOMER HAS PAID COMPANY OR THE APPLICABLE PRODUCT OR SERVICE GIVING RISE TO CLAIM UNDER THESE TERMS AND CONDITIONS. THESE LIMITATIONS AND EXCLUSIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OF DAMAGES AND/OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

**K. DEFAULT.** Customer will be in default upon:

1. failure to make a payment within five (5) calendar days of its due date;
2. failure to perform any obligation within thirty (30) calendar days after receipt of written notice; or
3. dissolution or insolvency or appointment of a receiver or examiner or commencement of any proceeding under any bankruptcy or insolvency laws by or against Customer.

In the event of default under sub-clause 1 above, Company may, at its option and without prior demand or notice to Customer, declare all amounts unpaid immediately due and payable, accrue interest on the outstanding principal and interest balance at a rate of 1.5% per month, which is 18% per annum, or, if lower, the highest interest rate allowed under applicable law, until paid in full and recover attorneys' fees and any other costs of collection. No waiver by Company, its successors or assigns, of any default including, but not limited to, acceptance of late payment after it is due will operate as a waiver of any other default, or of the same default, on a future occasion.

**L. INDEMNITY FROM CUSTOMER.** Company will not be liable for Customer's use of the Products or Services. Customer will indemnify, defend, and hold harmless the Company, its affiliates, and its directors and employees from and against any and all claims, proceedings, actions, damages, liabilities, losses, fines, suits, and expenses including, without limitation, court costs and reasonable attorneys' fees arising from (1) any claim based on Customer's use of the Services, the Products and/ or products or services derived there from, or (2) any breach of Customer's obligations hereunder.

**M. REGULATIONS.** Customer will comply with all applicable laws and regulations with respect to the use and operation of the Products. Without limiting the foregoing, these Terms and Conditions are expressly made subject to any laws, regulations, orders, or other restrictions on the export from the United States of America of the Products or Services or information about such Products or Services which may be imposed from time to time by the government of the United States of America. Customer will not export the Products or information about the Products or Services without consent of Company and compliance with such laws, regulations, orders, or other restrictions. Customer represents and warrants that (a) it is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

**N. U.S. GOVERNMENT RESTRICTED RIGHTS.** The Products and Services and accompanying documentation are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions as set forth in subparagraph(c)(1)(iii) of DFARS 252.227- 7013 (The Rights in Technical Data and Computer Software) or subparagraphs(c)(1) and (2) of 48 CFR 52.227-19 (the Commercial Computer Software - Restricted Rights), as applicable.

**O. CONFIDENTIALITY.** Neither party will use the other party's proprietary and/or confidential information for any purpose other than in performance of these Terms and Conditions. The parties will identify, in writing, such information as confidential and/or proprietary; provided, that the Products, Services and related documentation, and all other information related to Company's business, technology and strategies, will be deemed confidential even if not so marked (subject to the exceptions set forth below). Each party will use its commercially reasonable efforts to maintain

such information in confidence and will employ reasonable and appropriate procedures to prevent its unauthorized publication or disclosure. Each party will only use the other party's confidential information to exercise its rights or perform its obligations hereunder. The receiving party must keep secret and will never, without the prior written consent of the disclosing party, directly or indirectly, disclose, publish, divulge, furnish or make accessible to anyone all or any portion of the disclosing party's confidential information, other than furnishing such confidential information to (a) the receiving party's employees and consultants who are required to have access to such confidential information, and (b) receiving party's professional advisers, in each case, during the time that the receiving party is permitted to retain such confidential information hereunder; provided that any and all such employees and consultants are bound by written agreements or, in the case of professional advisers, ethical duties, respecting the confidential information in the manner set forth in these Terms and Conditions. These obligations of confidentiality will survive termination or expiration of these Terms and Conditions for a period of five (5) years.

The confidentiality provisions in this Section will not apply to any part of such information, which (i) is known to the receiving party at the time it was obtained from the disclosing party; (ii) is acquired by receiving party from a third party, and such third party did not obtain such information directly or indirectly from the disclosing party under obligation not to disclose; (iii) is or becomes published or otherwise in the public domain other than by violation of these Terms and Conditions by the receiving party; or (iv) is independently developed by the receiving party without reference to or reliance upon the information provided by the disclosing party. If the receiving party is required by law to make any disclosure of any of the confidential information of the disclosing party, by subpoena, judicial or administrative order or otherwise, the receiving party will first give written notice to the disclosing party, and will permit the disclosing party to intervene in any relevant proceedings to protect its interests in the confidential information and provide full cooperation and assistance to the disclosing party in seeking to obtain such protection.

**P. PRIVACY.** The privacy policy of Company can be found at <https://www.criver.com/about-us/privacy-policy>.

**Q. END OF LIFE.** The Company and/or any third party may end of life a Product and/or Service on occasion and the Company will contact the Customer in advance.

**R. ENTIRE AGREEMENT.** These Terms and Conditions supersede any and all prior, contemporaneous, or subsequent understandings, proposals, writings, or oral representations between the parties (including any subsequent or conflicting terms and conditions of Customer).

**S. SEVERABILITY.** If one or more of the provisions contained in these Terms and Conditions for any reason is held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of these Terms and Conditions, and all other provisions will remain in full force and effect.

**T. GOVERNING LAW.** These Terms and Conditions and any dispute arising from or in connection with the sale of the Products and/or Services are governed by, and will be construed in accordance with, the laws of the State of Delaware, with respect to Products and Services provided from the United States, and the laws of Ireland, with respect to any Products or Services provided from outside of the United States, but, in each case, excluding the United Nations Convention on the International Sale of Goods and excluding any choice of law principles that would dictate the application of the law of another jurisdiction.

**U. DISPUTE RESOLUTION.** The parties will attempt to resolve through negotiations any controversy, claim, or dispute. If negotiations are not successful, the controversy, claim, or dispute will be submitted to third party mediation upon terms reasonably acceptable to the parties. If such claim, controversy or dispute is not resolved through mediation, upon written demand of either party, the claim, controversy or dispute will be submitted to arbitration. Such arbitration will take place in the jurisdiction from which the Products or Services are provided and will proceed in accordance with the laws of such jurisdiction and the United Nations Commission on International Trade Law Arbitration Rules as at present in force. A record and transcript of the proceedings will be maintained. Any award will be made in writing and in reasonable detail, setting forth the findings of fact and conclusion of law supporting the award. The determination of a majority of the panel of arbitrators will be the decision of the arbitrators, which will be binding regardless of whether one of the parties fails or refuses to participate in the arbitration. All costs of such arbitration, except expert fees and attorneys' fees, will be shared equally by the parties. The language of the proceedings will be in English. Nothing in this Section will limit Company's right to immediately and directly enforce any payment claims or to seek preliminary injunctive relief against Customer in front of the competent courts in Customer's jurisdiction.