



CORDEN PHARMA TERMS AND CONDITIONS OF PURCHASE

The buyer (“**Buyer**”) hereby retains the supplier (“**Supplier**”), each as set forth in the order form into which these terms and conditions are incorporated by reference (including attachments thereto, the “**Order Form**”), on the terms and conditions hereinafter stated (including terms and conditions that are incorporated herein by reference, the “**Terms**”, and together with the Order Form, the “**Purchase Order**”) to supply the materials, supplies, items or equipment (the “**Products**”) and perform the services (the “**Services**”), as the case may be, described in the Order Form. Except as set forth below, these Terms are applicable to each Order Form issued by Buyer, regardless of whether these Terms are attached to the Order Form, delivered separately, or posted on Buyer’s website.

In the event of a conflict or inconsistency between any of the provisions of the Terms and any of the provisions of a written agreement between Buyer and Supplier (“**Master Agreement**”) covering the subject matter of this Purchase Order, the provisions of the Master Agreement shall govern and supersede any such conflicting or inconsistent provisions of this Purchase Order. In the absence of a Master Agreement, this Purchase Order constitutes the entire agreement of the parties with regard to the subject matter, and supersedes all previous written or oral representations, agreements and understandings between Buyer and Supplier and any different or additional terms and conditions. In the event of a conflict or inconsistency between any of the provisions of the Terms and any provisions of the Order Form covering the subject matter of this Purchase Order, the provisions of the Order Form shall govern and supersede any such conflicting or inconsistent provisions of the Terms.

Supplier’s acceptance of this Purchase Order may be in writing, email, fax, EDI or other manifestation of acceptance such as, but not limited to, Supplier’s initiation of performance, or through Supplier’s provision of any Products or Services covered by this Purchase Order, or through Supplier’s acceptance of any payment made pursuant to this Purchase Order, whichever occurs first. Except to the extent expressly accepted in writing by Buyer, Buyer hereby affirmatively rejects any different or additional terms and conditions proposed by Supplier or contained in any acknowledgement, invoice or other form of Supplier, notwithstanding Buyer’s acceptance or payment for any Products or Services or any similar act of Buyer.

1. Price, Invoicing; Payment.

1.1 Price. The price for the Products shall, as applicable, cover the net weight of the Products, and no extra charge of any kind, including charges for boxing, packaging or crating, shall be allowed unless specifically agreed to in advance in writing by Buyer. The price for Services shall cover all activities required to perform the Services as contemplated in this Purchase Order.

1.2 Taxes. The amount of taxes imposed will be separately stated on the Order Form and any related invoice and all amounts shown will include all federal, state and local sales, use, excise and similar taxes applicable to the Products or Services sold or provided under this Purchase Order or the materials used in connection therewith; and Supplier shall pay any and all such taxes, except taxes required by Law (as defined in Section 6.1 below) to be paid or borne by Buyer.

Notwithstanding the foregoing, each of Buyer and Supplier shall bear sole responsibility for all taxes of any kind imposed by a federal, state, local, or foreign governmental authority, directly on said party, including those on, or measured by or referred to as income, gross receipts, financial operations, franchise, profits, license, excise, premium, windfall profits taxes, duties or similar fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by such governmental authority with respect to that party’s income, operations, employment, property (whether owned, leased or deemed to be owned or leased) or business operations. **1.3 Invoice; Payment; Billing Disputes.** Unless



otherwise specified by Buyer on the applicable Order Form, Supplier shall invoice Buyer for the Products or Services provided under this Purchase Order only after the Products or the Services are received by Buyer. Final payment shall not be made until the Products or Services provided meet the requirements specified in this Purchase Order. Unless otherwise specified by Buyer on the applicable Order Form, payment terms shall be net sixty (60) days after Buyer's receipt of the applicable invoice submitted in accordance with, and containing any information specified on, the applicable Order Form. Buyer may set off any amount owing from Supplier to Buyer against any amount payable by Buyer. Buyer may withhold payment of any invoiced amounts that it disputes in good faith and the parties shall work in good faith to resolve any such billing disputes. Such withholding of payment during any dispute shall never be the basis of a Buyer default hereunder. Any such billing disputes shall not be cause for Supplier's nonperformance of Services or non-delivery of Products under this Purchase Order. Payment by Buyer shall not result in a waiver of its rights under this Purchase Order. Supplier shall be responsible for all out-of-pocket travel and travel-related expenses incurred by Supplier or any of the employees, contractors, subcontractors or agents of Supplier and its subcontractors (collectively, "**Supplier Personnel**") in providing the Products or Services hereunder, unless such amount has been pre-approved for reimbursement by Buyer in writing prior to the date such expenses are incurred. Supplier will (a) provide truthful and complete documentation supporting, in reasonable detail, the delivery of the Products or the Services performed and any expenses incurred, and (b) maintain true, accurate, and complete invoices, reports, statements, books, and other records.

2. Delivery; Cancellation; Inspection; Acceptance.

2.1 Product Delivery. "**Delivery**" occurs when the Products are made available to Buyer at the location designated on the applicable Order Form. Supplier shall be responsible for packaging, loading and shipping the Products in accordance with any packaging specifications, shipping methods and other related requirements set forth in this Purchase Order or otherwise communicated in writing to Supplier by Buyer. If no such specifications, methods or requirements are so specified, Supplier shall be responsible for packaging, loading and shipping the Products in a manner sufficient to prevent damage and loss to the Products during shipment. Shipments must equal quantity ordered, unless otherwise agreed to by Buyer in writing. Supplier shall provide a packing list to Buyer (which shall be securely attached to the outside of the package) for all shipments referencing this Purchase Order number. Unless otherwise specifically agreed to in advance, in writing by Buyer, Supplier shall be responsible for arranging freight and delivery to the destination specified on the applicable Order Form, and all freight and delivery charges will be borne by Supplier. If Buyer has agreed in advance to accept freight and delivery charges, the

amount allocated for product freight delivery will be separately stated on the Order Form and any related invoice, and all amounts shown will include all insurance, import brokerage, packaging, loading and shipping applicable to the Products or Services sold or provided under this Purchase Order or the materials used in connection therewith. Under no circumstances will Supplier include in such charges, or will Buyer bear, additional or charges related to the freight and delivery of covered Products or Services, including fuel surcharges, energy surcharges, or seasonal surcharges, whether originated by Supplier or on behalf of any third party.

2.2 Country of Origin Requirement. Whether a Product is imported into the United States of America ("**United States**") or manufactured and delivered within the United States, Supplier shall determine the appropriate Country of Origin according to 19 C.F.R. 102 (or the relevant regulation, if a trade agreement is applicable) and mark Products in line with 19 C.F.R. 134.

2.3 Global Trade Matters. Supplier shall comply with all export and import regulations, controls, sanctions, Laws, and orders applicable to the Products or Services, and any related technology or technical data, in all countries involved in transactions associated with this



Purchase Order. Unless otherwise specifically designated on the applicable Order Form, Supplier shall be responsible for obtaining all relevant official approvals, licenses, permits, supporting documentation and required authorizations as identified in the course of business and as appropriate based on jurisdiction. For shipment of Products imported into the commerce of the United States, Supplier shall promptly provide Buyer with a commercial invoice that includes the information required by 19 C.F.R. 141.86, as supplemented or amended from time to time. Supplier shall remain fully responsible for its compliance obligations under this Purchase Order. Supplier shall inform Buyer of possible approval obligations with (re-)exports of its Products according to the Laws of the United States and export provisions of the Country of Origin of its Products.

2.4 Import Duties, Fees, and Taxes. Unless otherwise specifically designated on the applicable Order Form, Supplier shall be responsible for import duty clearance of the Product into the United States. Unless otherwise specifically agreed to in advance, in writing by Buyer, Supplier shall be responsible for payment of all duties, fees and taxes imposed or incurred as a result of importation of the Products into the United States, including, but not limited to, import duties, import processing fees, brokerage/agent clearance fees, documentation preparation and handling or delivery fees, storage/demurrage fees, visa/licensing fees, and any penalties (and interest assessed on such penalties) resulting from United States import regulation violations or costs associated with post entry declaration corrections.

2.5 Manuals and Safety Data Sheets. Concurrently with delivery of each Product, Supplier shall provide to Buyer information related to the use, safety, safe handling, environmental impact, and disposal of the Product including any safety data sheets, material test reports, material certificates or other information relating to the integrity of the Product, all installation, erection, operation, and maintenance manuals, as applicable. Supplier shall promptly deliver to Buyer any updates or amendments to the information provided pursuant to this Section and any new information relating to the use, safety, safe handling, environmental impact, or disposal of the Product.

2.6 Cancellation. The delivery of Products and Services shall strictly comply with the delivery date or delivery schedule, if any, specified by Buyer. If at any time it appears that Supplier will not meet such delivery date or schedule, Supplier shall promptly notify Buyer in writing of reasons for, and the estimated duration of, the delay. If requested by Buyer, Supplier shall ship delayed Products by means to avoid or minimize delay to the maximum extent possible, with any added cost to be borne by Supplier. In addition to its other remedies, Buyer reserves the right to cancel all or any part of any Purchase Order for the undelivered Products or unperformed Services if Supplier does not deliver the Products or perform the Services as specified in this Purchase Order.

2.7 Changes. Supplier acknowledges and agrees that Buyer may provide Supplier with a written request for changes to the Services or Products from time to time. Buyer and Supplier shall review all such requests to determine the effect, if any, such requested changes may have upon fees payable, delivery schedule, and other terms and conditions of this Purchase Order. After such effects have been assessed, Buyer may decide, in its sole discretion, whether to implement such changes. If Buyer elects to implement such changes, the parties shall enter into a written agreement signed by both parties that describes such changes, which agreement shall constitute an amendment to this Purchase Order.

2.8 Inspection; Acceptance of Products and Services. All Products or Services delivered or performed shall be subject to final review, inspection and acceptance by Buyer, notwithstanding any payment or initial inspections. Acceptance of Products and Services shall occur when the Products or Services delivered under this Purchase Order have been inspected by Buyer and determined to meet the requirements specified in this Purchase Order (“**Acceptance of Products and Services**”). Buyer shall make such inspection within a reasonable period of time (not to

exceed ninety (90) days) after the applicable Products have been delivered or Services completed by Supplier. For the avoidance of doubt, there shall be no time restrictions applicable to Buyer's provision of notice of rejection of any Product with respect to any latent defects, which shall include any defects that may not be detected by Buyer through standard inspection and testing of a Product sample or that may affect only a portion of Product. If the Products or Services do not meet such requirements, Buyer shall give Supplier detailed written notification of the deficiency or non-conformance and a direction to Supplier to promptly (and in any event within thirty (30) days): (a) repair, replace or re-perform the deficient or non-conforming Products or Services; (b) cease all Supplier activities related to Products or Services; (c) refund to Buyer all fees paid by Buyer hereunder for the deficient or non-conforming Products or Services and those Products or Services that are dependent on such deficient or non-conforming Products or Services, or (d) any combination of (a)-(c). Any such corrected Products or Services shall be subject to the same inspection and acceptance terms provided for in this Section 2.8. If Buyer directs Supplier to repair, replace or re-perform the deficient or non-conforming Products or Services and Supplier fails to complete same within thirty (30) days after Buyer's direction, then Supplier shall refund to Buyer all fees paid by Buyer hereunder for the deficient or non-conforming Products or Services and those Products or Services that are dependent on such deficient or non-conforming Products or Services. Inspection and acceptance of any Products or Services by Buyer shall not affect Supplier's warranties or Buyer's remedies under Section 6 below. The foregoing shall not be construed to limit or exclude any other rights or remedies of Buyer at law or in equity.

2.9 Title; Risk of Loss. Title to each Product passes to Buyer on the earliest to occur of (a) delivery of the Product to Buyer, and (b) payment of any portion of the purchase price for such Product by Buyer. Supplier shall bear all risks of loss and damage to the Products until Acceptance of Products and Services at Buyer's "ship to" destination specified on the applicable Order Form. Further, Supplier shall bear the same risks with respect to any Products rejected by Buyer or as to which Buyer has revoked its acceptance from the time of such rejection or revocation.

3. Environmental, Health and Safety Matters.

3.1 Applicable Definitions. "Competent Persons" mean those capable of identifying existing and predictable hazards and who have the authority to take prompt corrective measures to eliminate them. "Environmental Laws" means all applicable Laws relating directly or indirectly to (a) the protection of the environment (including air, water vapor, surface water, groundwater, drinking water supply, surface or subsurface land); (v) the protection and occupational health and safety of workers and employees; (c) the registration, licensing, notification, warning or other governmental approval of the Product or Service, or any ingredients, by-products, intermediates thereof; or (d) the exposure to, or the use, transportation, storage, recycling, reuse, treatment, generation, labeling, protection, release or disposal of any and all Hazardous Materials.

"Hazardous Materials" means any (i) petroleum or petroleum products, byproducts or breakdown products, radioactive materials, toxic mold, radon, asbestos or asbestos-containing materials, lead-based paint, urea formaldehyde foam insulation or polychlorinated biphenyls; (ii) any chemicals, materials, substances, compounds, or mixtures, products or byproducts, biological agents, living or genetically modified materials that are now or hereafter become defined, characterized or regulated by Environmental Laws or included in the definition, or otherwise determined to be "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "special waste," "toxic substances," "pollutants," "contaminants," "toxic," "dangerous," "corrosive," "flammable," "reactive," "radioactive," or words of similar import, under any Environmental Law; and (iii) any other substance or waste that is now or hereafter prohibited, limited or regulated by any regulatory authority.

3.2 Environmental Compliance. Supplier shall comply and shall ensure that the Product and Services comply with all applicable Environmental Laws. With respect to all environmental, health and safety matters related to Supplier's (including Supplier Personnel) activities in providing Products or Services to Buyer, Supplier shall: (a) inform Buyer promptly of any significant adverse event (e.g., fires, explosions, accidental discharges) that have affected or have the potential of affecting (i) the quality of the Products and Services to be delivered, or (ii) any Buyer facility, property or asset; (b) inform Buyer promptly of any allegations or findings of violations of applicable Laws, including Environmental Laws, that have affected or have the potential of affecting (i) the quality of the Products and Services to be delivered, or (ii) any Buyer facility, property or asset and any individual located at those locations; and (c) implement promptly any corrective action which may be reasonably requested by Buyer, including adhering to reasonable and significant elements of the environmental, safety and industrial hygiene program adhered to by Buyer in its own operations.

3.3 Supplier Personnel and Safety. Supplier shall have and implement a documented health and safety policy which addresses, among other things, elimination of workplace injuries. Supplier shall be responsible for the health and safety of Supplier Personnel, including providing necessary training and other requirements of applicable Laws, including the Occupational Safety and Health Act of 1970 and state equivalents, while present at a Buyer facility, property or asset. Supplier shall comply with all applicable Laws and Buyer requirements and shall cause Supplier Personnel to do the same, and shall provide any safety devices or measures to protect persons and property while present at a Buyer facility, property or asset. Supplier shall formulate and implement an overall safety training program that includes rules and regulations to promote safe and orderly prosecution of Supplier's activities, which addresses Buyer's site-specific safety rules and regulations and provides for frequent and regular inspection of the jobsite, materials and equipment, as applicable, by Competent Persons designated by the Supplier. Supplier shall immediately notify Buyer of any health and safety incidents or any non-compliance with health and safety laws while performing Services at Buyer's facility.

3.4 On-Site Requirements.

3.4.1 General. If Supplier or any Supplier Personnel is present on premises owned or otherwise controlled by Buyer ("**Buyer's Premises**"), Supplier shall ensure that it and all Supplier Personnel (a) comply with the applicable provisions of Buyer's site and workplace policies at all times when Supplier is present on Buyer's Premises, as such policies may be amended from time to time by Buyer, in its sole discretion, and provided to Supplier, (b) conduct all activities on Buyer's Premises so as to avoid or minimize delay or interference with any other person or entity performing work or services, (c) perform the Services only during regular working hours (as communicated to Supplier by Buyer) unless prior written consent is obtained from Buyer, and (d) keep Buyer's Premises clean and free of any debris and rubbish caused by any Services and on completion of any Services leave Buyer's Premises clean and ready for use.

3.4.2 High Risk Areas. Without limiting the generality of the foregoing provisions, if Supplier will be present in any high risk and/or sensitive areas, such as the laboratory or any other area designated by Buyer as high risk and/or sensitive (collectively, "**High Risk Areas**"): (a) Supplier shall submit to Buyer's security officer a list of Supplier Personnel assigned to work in the High Risk Area, which list shall include each individual's name and date of birth, and Buyer may use such information to obtain a criminal background check on such individuals, the cost of which shall be charged to, and paid by, Supplier; (b) such Supplier Personnel shall be physically examined and fingerprinted and shall provide Buyer the results thereof prior to commencement of any Services; (c) such Supplier Personnel shall report to Buyer's security officer to sign a release form for security clearance purposes prior to commencement of any Services; and (d) each Supplier Personnel entering a High Risk Area shall be subject to a review of appropriate personal

protective equipment prior to entering a High Risk Area and upon exiting the High Risk Area. In addition, all Supplier Personnel providing Services at Buyer's facility shall cooperate with any testing required by any governmental authority as part of an audit or on-site visit to Buyer's facility.

3.4.3 Inherent Dangers; Evacuations. Supplier hereby expressly acknowledges that (a) certain Buyer's Premises are operational laboratories which, in the normal course of business, contain certain physical conditions which are, by their inherent nature, dangerous, including chemical and industrial hazards ("**Inherent Dangers**"), and (b) Supplier has had the opportunity to undertake any desired investigation of such sites. It is possible that Buyer, in its reasonable discretion, may determine that an evacuation of any or all personnel from a worksite or other work location (a "**Site**") is necessary for health, safety, or any other reason (an "**Evacuation**"). In such event, Buyer shall use reasonable, good faith efforts to notify Supplier of the impending Evacuation and, either at the request of Supplier or of Buyer's safety personnel in the event of a safety emergency or at the request of Supplier, medical personnel, or Buyer health and safety personnel in the event of a medical emergency. Buyer may provide evacuation services (of a substantially similar type as that provided to Buyer's personnel) to any Supplier Personnel on Site during an Evacuation ("**Evacuation Services**"). In the event that Supplier causes the emergency requiring Evacuation Services, in addition to the assumption of risks under Section 3.4.4 and any indemnification obligation of Supplier under Section 7, Supplier shall reimburse Buyer for the cost of the Evacuation Services.

3.4.4 Assumption of Risks. Supplier is fully aware of and understands the risks associated with its performance of the Services at a site with Inherent Dangers and hereby assumes all risks associated with the performance by Supplier Personnel of the Services, and the presence of any Supplier Personnel or Supplier's invitees, at such a site to the extent the same are caused by any Inherent Danger (collectively, "**Injuries**"). Further, Supplier hereby assumes all risks of and responsibility for any losses, settlements, judgments, awards, damages, costs, and other liabilities including for injury, bodily or otherwise, to or death of persons and loss, damage to, or destruction of property, and including costs and reasonable attorneys' fees, of any nature whatsoever ("**Losses**"), to any Supplier Party personnel or invitees based on or arising out of any provision or lack of provision of Evacuation Services (collectively, "**Evacuation Injuries**"), except to the extent caused by the gross negligence or willful misconduct of Buyer.

3.4.5 Release. Supplier hereby (a) discharges and releases Buyer, its affiliates and their respective directors, officers, employees, and agents (each, a "**Released Party**") from any and all Losses that Supplier, or any Supplier Personnel or Supplier invitee claiming through Supplier, may have now or in the future as a result of Injuries or Evacuation Injuries; and (b) covenants that Supplier shall not at any time in the future, directly or indirectly, commence or prosecute any claims, suits and other actions ("**Claims**") against a Released Party concerning Injuries or Evacuation Injuries; provided, however, that the foregoing release and covenant shall not apply with respect to Injuries or Evacuation Injuries to the extent caused by Buyer's gross negligence or willful misconduct.

4. Inspections; Audits; Records. All Products and Services shall be subject to environmental, health and safety inspections at all times by Buyer. Supplier shall provide (and shall cause each Supplier subcontractor to provide) to Buyer or its representatives, including its external auditors and to any governmental authority access at all reasonable times and after reasonable notice (except in the case of an audit by a governmental authority) to any facility of Supplier (and each Supplier subcontractor), Supplier Personnel, and to data and records, in each case relating to the Products and Services provided hereunder and Supplier's performance under this Purchase Order, for the purposes of: (a) performing audits and inspections to verify the integrity and security of the information disclosed by or on behalf of Buyer to Supplier ("**Buyer**

Information”) and to examine the systems that process, store, support and transmit Buyer Information and to ensure that Buyer is compliant with all Laws; (b) observing Supplier’s performance of its obligations under this Purchase Order, including compliance with Environmental Laws and business continuity standards; (c) inspecting and testing the Products and any quality assurance or other records related to the Products during their manufacture, processing, construction, preparation, delivery; and (d) enabling Buyer to comply with all applicable Laws. Supplier shall not require that Buyer enter into a separate confidentiality, non-disclosure, site visit or similar agreement in connection with any such access, inspection, audit or observation by Buyer or its auditors or a governmental authority. Supplier shall cooperate with Buyer and its representatives for all of these purposes, and shall promptly correct, at no expense to Buyer, any deficiencies noted during the audits/inspections that materially jeopardize Supplier’s ability to fulfill its obligations or that may cause harm to human health or the environment. Supplier further agrees to maintain its books and records relating to Products or Services provided under this Purchase Order for a period of six (6) years or such longer period as may be required by applicable Law from the date work under this Purchase Order was completed. Supplier acknowledges and agrees that Buyer shall have the right, at any time during the term of this Purchase Order, including any renewal thereof, to request that Supplier complete any forms (or any successor process) and that Supplier will cooperate with such request and in the remediation of any identified weaknesses that reasonably may affect the privacy, confidentiality, security or integrity of Confidential Information (as defined in Section 5.1 below). Unless otherwise stated in writing by Buyer, Buyer’s performance of (or failure to perform) any inspection or test shall not be deemed (i) an assumption of risk, liability or control over Supplier or Supplier Personnel; (ii) an acceptance or approval of the Products; (iii) a waiver of (A) Supplier’s obligations to perform under this Purchase Order, or (B) Buyer’s right to make a claim for any Losses.

5. Confidentiality; Data Privacy.

5.1 Scope of Confidential Information. Either party (as the “**Disclosing Party**”) may disclose or make available to the other party (as the “**Receiving Party**”) information about its business affairs, goods and services, confidential information and materials comprising or relating to intellectual property rights, third-party confidential information, and other sensitive or proprietary information (collectively, “**Confidential Information**”). Notwithstanding the foregoing, any technical or other information provided by Supplier to Buyer or its affiliates with respect to the Products and Services will not be subject to confidentiality or nondisclosure obligations unless the parties have entered into a separate written confidentiality and nondisclosure agreement signed by their authorized representatives.

5.2 Protection of Confidential Information. The Receiving Party shall (a) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations hereunder without the Disclosing Party’s prior approval; and (c) not disclose any such Confidential Information to any person, except to the Receiving Party’s representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations hereunder, provided that such

representatives agree to not disclose the Confidential Information to any third party without the Disclosing Party’s prior consent. The Receiving Party shall be responsible for any breach of this Section 5 caused by any of its representatives. Upon termination or expiration of this Purchase Order, and at Buyer’s request at any time, Supplier shall promptly return to Buyer or destroy (at



Buyer's election) all copies of all documents or other materials, in whatever form, that contain Confidential Information and are in the possession or control of Supplier or any Supplier Personnel and shall so certify to Buyer in writing.

5.3 Disclosure Compelled by Law. If the Receiving Party is compelled to produce Confidential Information of the Disclosing Party by Law or by a subpoena or other legal process, the Receiving Party shall give the Disclosing Party prompt notice of such subpoena or legal process and shall reasonably cooperate with the Disclosing Party in seeking a protective order or other appropriate protection to safeguard the Disclosing Party's Confidential Information.

5.4 Data Privacy. In the course of providing Services, Supplier may create, receive, or have access to data or information that can be used to identify or locate a natural person or other sensitive data of Buyer (collectively, "**Sensitive Data**"). Sensitive Data is deemed to be Confidential Information of Buyer and is not Confidential Information of Supplier. Supplier shall comply with the terms and conditions set forth in this Purchase Order in its creation, collection, receipt, transmission, processing, storage, disposal, use, and disclosure (collectively, "**Processing**") of such Sensitive Data and be responsible for any unauthorized Processing of Sensitive Data under its control or in its possession (a "**Security Breach**"). Supplier represents, warrants and covenants that its Processing of Sensitive Data does and will comply with all applicable privacy and data protection laws, rules, regulations, and directives ("**Data Protection Laws**"), and the terms of this Purchase Order. Supplier shall: (a) use and disclose Sensitive Data solely and exclusively for the purposes for which the Sensitive Data, or access to it, is provided pursuant to the terms and conditions of this Purchase Order, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Sensitive Data for Supplier's own purposes or for the benefit of anyone other than Buyer, without Buyer's prior written consent; (b) not, directly or indirectly, disclose Sensitive Data to any person other than its employees who have a need to know or otherwise access Sensitive Data to enable Supplier to perform the Services; (c) implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually; (d) implement administrative, physical, and technical safeguards to protect Sensitive Data from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices, including, at a minimum: (i) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including all mobile devices and other equipment with information storage capability; (ii) implementing network, application, database, and platform security; (iii) securing information transmission, storage, and disposal; (iv) implementing authentication and access controls within media, applications, operating systems, and equipment; (v) strictly segregating Sensitive Data from information of Supplier or its other customers so that Sensitive Data is not commingled with any other types of information; (vi) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Supplier's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (vii) implementing appropriate personnel security and integrity procedures and practices, including conducting background checks consistent with applicable law; and (viii) providing appropriate privacy and information security training to Supplier Personnel; (e) notify Buyer of a Security Breach as soon as practicable, but no later than 24 hours after Supplier becomes aware of it; (f) in the event of a Security Breach, coordinate with Buyer to investigate the Security Breach, including (i) assisting Buyer with any investigation; (ii) providing Buyer with physical access to the facilities and operations affected; (iii) facilitating interviews with Supplier's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable Data Protection Laws or as otherwise reasonably required by Buyer; (g) in the

event of a Security Breach, at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including taking all action necessary to comply with applicable Data Protection Laws; (h) reimburse Buyer for all out-of-pocket costs incurred by Buyer, in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice or remediation; (i) maintain and preserve all documents, records, and other data related to any Security Breach; (j) fully cooperate at its own expense with Buyer in any litigation, investigation, or other action deemed necessary by Buyer to protect its rights relating to the use, disclosure, protection, and maintenance of Sensitive Data; and (k) use its best efforts to prevent a recurrence of any such Security Breach.

6. Additional Representations, Warranties and Covenants.

6.1 Products and Services.

6.1.1 Limited Warranties. Supplier represents, warrants and covenants, that its performance and all Products and Services provided under this Purchase Order shall, until the earlier of twelve (12) months after first placed into service by Buyer or eighteen (18) months after delivery (or performance) by Supplier, or for such longer warranty period as provided by Supplier, (the “**Warranty Period**”): (a) be free from defects in design, workmanship and materials; (b) be of the kind, quantity and quality described in, or perform in conformance with, all specifications, designs, drawings, samples or other requirements specified in this Purchase Order; (c) be fit for the intended use of Buyer and Buyer’s customers and any other intended uses of such Products and Services; (d) perform in the manner specified; (e) in the case of Services, reflect the highest standards of professional knowledge and judgment; (f) be designed and constructed to be safe and without risk to human health; (g) be free of any claim of misappropriation or infringement by a third party; and (h) comply with all other requirements of this Purchase Order.

6.1.2 Title. Supplier owns rights in all Products prior to Delivery, and good and merchantable (as such term is defined in the Uniform Commercial Code, as adopted in the State of Colorado) title shall be transferred to Buyer upon Acceptance of Products and Services. Each Product will be new and conveyed by Supplier to Buyer with good title, free and clear of all liens, claims and encumbrances.

6.1.3 Compliance. Supplier represents, warrants and covenants, that its performance and all Products and Services provided under this Purchase Order shall (a) comply with all applicable global, federal, country, state, local, foreign and other laws, rules regulations, ordinances, decrees, orders, codes, requirements and guidance (including any requirements for consents, permits, certificates, registrations, approvals, inspections and notifications), as the same are promulgated, supplemented or amended from time to time (“**Laws**”) that apply to or govern the Services or Products to be provided by Supplier or Supplier Personnel pursuant to this Purchase Order; (b) be produced, manufactured, assembled and packaged in compliance with all Laws, including but not limited to all applicable good manufacturing practice Laws; and (c) comply with all Buyer standard operating procedures, policies, control standards and guidelines applicable to the provision of Products or Services, each as supplemented or amended from time to time, including Buyer’s background check requirements and supplier code of conduct, to the extent provided to Supplier in writing. For Supplier shall strive to abide by the Pharmaceutical Industry Principles for Responsible Supply Chain Management, available at <https://pscinitiative.org>.

6.1.4 Labeling. Without limiting the generality of Section 6.1.3, Supplier represents, warrants, and covenants that all Product: (a) shall be adequately contained, packaged, marked, labeled and registered in compliance with, and shall conform to, the requirements of all applicable Laws; (b) meet or exceed the safety standards established and promulgated under all applicable Laws. In addition, for any raw material or ingredient Products, Supplier represents, warrants and covenants that such Products: (i) are, as of the date of delivery, not adulterated or misbranded within the



meaning of the Food, Drug and Cosmetic Act (the “**FDC Act**”) and are not articles which may not, under the provisions of Section 404, 505 or 512 of the FDC Act, be introduced into interstate commerce, and are also not adulterated or misbranded within the meaning of the food drug or cosmetic laws of any state or local municipality; and (ii) be free from any objectionable material that adversely affects the Product’s strength, purity, or safety.

6.1.5 Software. If any Product contains software or any Service involves the delivery of or provision of access to software, such software shall (a) be the most current release generally available to third parties at the time of delivery (except to the extent otherwise instructed by Buyer in writing), (b) perform in accordance with its documentation and other written materials provided or published by Supplier (including manuals, instructions, training materials, promotional materials, and support materials), and (c) not contain any (i) “back door,” “time bomb,” “drop dead” device or other software routine designed to disable the software automatically with the passage of time or under the positive control of any person or entity, (ii) virus, “Trojan horse,” “worm” or other software routines or hardware components designed to permit unauthorized access, to disable, erase or otherwise harm any software, hardware or data, or to perform any other similar actions, or (iii) code or materials subject to non-negotiable licenses, including “open source” or “freeware” software, or other materials requiring that software combined or distributed with such code or materials be (A) disclosed or distributed in source code form, (B) licensed for the purpose of making derivative works, or (C) re-distributable at no charge or subject to material limitations or conditions.

6.1.6 Authority; No Conflict. Supplier represents and warrants to Buyer that Supplier’s acceptance and entry into this Purchase Order, and performance of Supplier’s obligations hereunder (a) has been authorized by all necessary procedures, (b) does not violate any Law or any provision of Supplier’s governing documents, and (c) does not result in the breach of any agreement by which Supplier is bound.

6.2 Supplier Personnel. All Supplier Personnel shall be properly educated, trained and qualified to provide the applicable Products or Services and shall be properly instructed on how to use and protect Confidential Information to ensure compliance with Supplier’s obligations under Section 5. Buyer shall have the right to review and approve the qualifications of all Supplier Personnel assigned to provide the Products or the Services under this Purchase Order. Buyer shall also have the right to designate at any time that any such Supplier Personnel be removed and replaced with respect to the performance of any activities associated with this Purchase Order.

6.3 Manufacturer Warranties. If any Product or portion thereof is manufactured or fabricated by someone other than Supplier (such third party, the “**Manufacturer**”), Supplier (a) shall secure the warranties set forth in Section 6.1 and the remedies set forth in Section 6.6 from the Manufacturer, (b) hereby assigns the warranties and remedies to Buyer effective upon delivery of the Good, and (c) upon Buyer’s request, shall serve as Buyer’s agent for purposes of administering the warranties and remedies provided by the Manufacturer and otherwise assist Buyer in obtaining warranty service from the Manufacturer.

6.4 Country of Origin and Reporting Matters. Supplier agrees to provide information detailing the country in which it produces, sources, or manufactures all Products delivered under this Purchase Order, including any raw materials, components of or finished products. In the event of a change in production, manufacturing, or sourcing location, Supplier will notify Buyer in writing at least sixty (60) days before delivering any Product from the new location. If any Products, or components thereof, are of a reportable quantity for Food and Drug Administration reporting, Supplier shall notify Buyer and provide all necessary information.

6.5 Permits, Licenses, and Authorizations. Supplier shall obtain and maintain all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances, and similar

rights obtained or required to be obtained, from any governmental authority necessary for the exercise of its rights and performance of Supplier's obligations under this Purchase Order.

6.6 Corrective Actions. Supplier shall, without additional cost to Buyer, upon receipt of written notification of any non-conformance with any warranties set forth in this Section 6, as directed by Buyer, correct any such non-conformance by promptly: (a) repairing, replacing or re-performing the non-conforming Products or Services; or (b) refunding to Buyer all fees paid by Buyer hereunder for the non-conforming Products or Services and those Products or Services that are dependent on such non-conforming Products or Services. The foregoing shall not be construed to limit or exclude any other rights or remedies of Buyer at law or in equity. Any such corrected Products or Services shall be subject to the warranties and covenants provided for in this Purchase Order.

6.7 Global Trade Control Laws. Without limiting the generality of Section 6.1, the parties acknowledge that Products and Services covered by this Purchase Order may be subject to applicable economic sanctions, import, and export control laws, regulations and orders (herein "**Global Trade Control Laws**"), and Supplier agrees to perform all Services under this Purchase Order in full compliance with all applicable Global Trade Control Laws. Supplier agrees that it will not knowingly transfer any Products, goods, software, technology or services to Buyer that are (a) controlled under the United States' International Traffic in Arms Regulations; (b) specifically identified as a European Union Dual Use Item; or (c) on an applicable export control list of a non-U.S. country. Supplier shall provide Buyer with the applicable export control classification (e.g., Export Control Classification Number) and Harmonized Tariff Schedule code for all Products, goods, software or technology it transfers to Buyer. Supplier agrees that no Products or Services under this Purchase Order will (i) be from or in a Restricted Market (as defined below); (ii) involve individuals ordinarily resident in a Restricted Market; (iii) include companies, organizations or governmental authorities from or located in a Restricted Market; or (iv) be manufactured using forced or child labor, or contain materials produced with forced or child labor. For purposes of this Purchase Order, "**Restricted Market**" means, as applicable under Global Trade Control Laws, the Crimean Peninsula, Cuba, the Donbass Region, Iran, North Korea, or Syria, or any other country, territory or region similarly sanctioned or subjected to an economic embargo by the government of the United States or any other applicable jurisdiction.

6.8 Restricted Party. Supplier represents, warrants, and covenants that Supplier is not designated as a Restricted Party (as defined below), and that none of its owners, directors, or officers are Restricted Parties or are owned or controlled by Restricted Parties. Supplier has not and will not use, in any capacity in connection with the delivery of the Products or the Services performed under this Purchase Order, any person or entity who or that has been designated as a Restricted Party or is owned or controlled by a Restricted Party. Supplier will immediately notify Buyer in the event that any of the representations, warranties or covenants in this Section 6.8 change during the term of this Purchase Order. Notwithstanding any cure periods set forth herein, Supplier acknowledges that designation as a Restricted Party shall be grounds for immediate termination of this Purchase Order by Buyer for cause with no cure period. "**Restricted Party**" means any individual or entity placed on lists of restricted, sanctioned or debarred parties maintained by an applicable governmental authority, including, but not limited to, those established under the FDC Act or the United States' Foreign Assets Control Regulations.

7. Indemnification.

7.1 General Indemnity. Supplier shall defend, indemnify, and hold harmless Buyer, its affiliates (and their respective directors, officers, employees, agents, successors and assigns) (each, an "**Indemnified Party**") from and against any and all Losses and Claims, direct or as a result of a third party claim, including the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, which may be sustained by or claimed against any

Indemnified Party, to the extent that such Losses or Claims are based on or arise, directly or indirectly, from (a) the acts, omissions or performance of Supplier or Supplier Personnel in connection with the provision of Products or performance of Services under this Purchase Order; (b) a breach by Supplier or Supplier Personnel of the representations, warranties, covenants, and any other provisions set forth in this Purchase Order; (c) defective goods or negligent services provided under this Purchase Order; or (d) any individual's (including any Supplier Personnel's) prospective, then-current or former employment by Supplier, including any claim arising under wage and hour laws, occupational health and safety, worker's compensation, or other applicable Law.

7.2 Intellectual Property Indemnity. Supplier warrants, represents, and covenants to Buyer that all Products, the sale thereof by Supplier to Buyer, the use thereof by any Indemnified Party, the performance and receipt of the Services, the use by Supplier of materials, methods, products, or equipment in performing the Services, and Buyer's use of any materials, methods, products, or equipment provided to Buyer by Supplier in connection with the Services do not and will not infringe, misappropriate or violate, directly or indirectly, any third party's Intellectual Property Rights (as defined in Section 11.1 below) ("**Third Party Rights**"), or cause any Indemnified Party to be liable for any fees or royalties arising under any Third Party Rights. Supplier shall, at its sole cost and expense, indemnify, defend, and hold harmless all Indemnified Parties from and against any and all Claims of infringement, misappropriation or violation of any Third Party Rights and all Losses related thereto arising with respect to any Products, the sale to or use thereof by Buyer, the performance and receipt of the Services, the use of materials, methods, products or equipment in performance of the Services by Supplier or any Supplier Personnel, or Buyer's use of any materials, methods, products, or equipment provided to Buyer by Supplier in connection with the Services. In the event Products or Services, or any part thereof, are alleged to infringe, misappropriate or violate any Third Party Rights, at Buyer's request, Supplier shall (a) obtain, at its sole cost and expense, an irrevocable, royalty-free, fully paid-up license for the applicable Indemnified Party to use or receive, as applicable, such Products or Services on the same terms and conditions under this Purchase Order, (b) modify such Products or Services to be non-infringing but with equivalent features, functionality, operation, interoperability and performance, or (c) replace such Products or Services with other non-infringing Products or Services with equivalent features, functionality, operation, interoperability and performance; provided, however, that such license, modification, or replacement shall in no way amend or relieve Supplier of its warranties and obligations set forth in this Purchase Order; except that if Supplier is unable to achieve any of the foregoing within a reasonable period of time (not to exceed thirty (30) days) despite Supplier's diligent, good faith efforts, or if requested by Buyer, Supplier shall refund to Buyer all fees paid by Buyer under this Purchase Order for such Products or Services and those Products or Services that are dependent thereon.

7.3 Supplier shall keep the Indemnified Party fully informed concerning the status of any litigation, negotiations or settlements of any claim, demand or action for which the Indemnified Party seeks indemnification hereunder. The Indemnified Party shall be entitled, at its own expense, to participate in any such litigation, negotiations and settlements with counsel of its own choosing. Supplier shall not have the right to settle any claim without the prior written consent of the Indemnified Party. This Section 7 shall not be construed to limit or exclude any other claims or remedies at law or in equity that an Indemnified Party may assert.

8. Insurance.

8.1 Required Insurance. Prior to the commencement of any performance under this Purchase Order and for the duration of at least the Warranty Period, Supplier shall maintain and carry in full force and effect, at its expense, the Required Insurance with financially sound and reputable



insurers. Unless otherwise designated on the applicable Order Form, the “**Required Insurance**” means the following policies: (a) workers’ compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000; (b) commercial general liability (including product and completed operations, personal and advertising injury, contractual liability coverage) with a minimum of \$2,000,000 each occurrence and \$2,000,000 products and completed operations aggregate limit; (c) comprehensive automobile liability insurance for any automobile with a policy that contains MCS 90 coverage if the Services involve transporting hazardous materials, including coverage for owned, hired, non-owned and borrowed vehicles and contractual liability, having a combined single limit of not less than \$1,000,000 per occurrence; (d) if Supplier is furnishing design services or other professional services, professional liability or errors and omissions insurance for the Services, having a limit of not less than \$3,000,000 per occurrence; and (e) umbrella or excess liability insurance with limits of not less than \$3,000,000.

8.2 Certificates and Policy Terms. Upon Buyer’s reasonable request, Supplier shall provide Buyer with a certificate of insurance evidencing the insurance coverage specified in this Section 8. The certificate of insurance shall name Buyer, its affiliates and any other such entities as Buyer may reasonably request, as additional insureds (except in the case of workers’ compensation and professional liability insurance). Supplier waives and Supplier shall cause its insurers to waive, any right of subrogation or other recovery against Buyer, its affiliates, and their insurers. Supplier shall be solely responsible and liable for any deductible or mechanism in the event of any loss, and Buyer shall be entitled to recover from Supplier as if such limitation did not exist. Supplier shall notify Buyer at least 30 days prior to any material change to, cancellation, or expiration of or to any Required Insurance. Supplier’s insurance shall be primary and non-contributing with respect to any other similar insurance policies available to Buyer or its affiliates.

9. Limitations of Liabilities.

9.1 Exclusion. IN NO EVENT SHALL BUYER BE LIABLE TO THE SUPPLIER FOR ANY LOST REVENUES OR PROFITS OR ANY (a) SPECIAL, (b) CONSEQUENTIAL, (c) PUNITIVE, (d) INDIRECT, OR (e) INCIDENTAL DAMAGES (INCLUDING, IN EACH CASE, LOST REVENUES OR PROFITS), WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BUYER WAS ADVISED OF SUCH LOSSES/DAMAGES IN ADVANCE, RELATING TO THIS PURCHASE ORDER OR THE SUBJECT MATTER HEREOF AND WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), OR OTHERWISE.

9.2 Cap. WITH RESPECT TO THIS PURCHASE ORDER OR THE SUBJECT MATTER HEREOF, AND REGARDLESS OF WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), OR OTHERWISE, IN NO EVENT SHALL BUYER OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID AND PAYABLE BY BUYER FOR THE PRODUCTS OR SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES.

10. Term and Termination.

10.1 Term. This Purchase Order shall commence upon Supplier’s acceptance of this Purchase Order and shall continue through Buyer’s acceptance of such Services or Products, as may be further specified in this Purchase Order.

10.2 Termination. Buyer may terminate all or any part of this Purchase Order for convenience at any time by written notice to Supplier.

10.3 Effect of Termination/Expiration. Upon termination or expiration of this Purchase Order: (a) Buyer shall be entitled to the ownership, possession, use and license of any and all work in



process under this Purchase Order to which it is entitled pursuant to Section 11 below; (b) Supplier shall invoice Buyer for all outstanding fees and expenses incurred for Services satisfactorily performed or Products delivered under this Purchase Order through and including the date of any such termination or expiration; and (c) Supplier shall comply with its obligations under Section 5.2 above. If Supplier has breached any of the representations, warranties, covenants, or agreements set forth in Section 6.1.3 or 6.7, or for any other violation of Global Trade Control Laws, Buyer shall not be responsible for any payments due to Supplier or another party, even if activities have already occurred. Further, Supplier shall be responsible for reimbursing Buyer for any payments due to Buyer under this Purchase Order that are blocked due to violation of Global Trade Control Laws.

10.4 Survival. The provisions of Sections 1.2, 1.3, 4-9, 10.3, 10.3, 10.4, 11 and 12, and any other provisions which are expressly or by implication intended to continue in force after such termination or expiration, shall survive the termination of this Purchase Order.

11. Intellectual Property.

11.1 Assignment. For all work product and deliverables created under this Purchase Order through the performance of the Services, Supplier, on behalf of itself and all Supplier Personnel, hereby irrevocably and exclusively assigns and transfers to Buyer all rights to possession of, and all right, title, and interest, including all patent, copyright, trademark, trade secret and other proprietary and intellectual property rights, including all goodwill in the foregoing (collectively, “**Intellectual Property Rights**”) in and to such work product and deliverables created under this Purchase Order, in whatever form or medium captured, and in and to all physical and electronic materials, papers, documents (including drawings) and other tangible embodiments, hereinafter referred to as “**Works**,” and copies, abstracts, and summaries thereof, which are created, developed, reduced to practice or conceived or which may come into their possession in any manner by reason of the provision of Services under this Purchase Order. Supplier shall promptly disclose to Buyer any Works known to Supplier or Supplier Personnel. All such Works shall be deemed to be “works made for hire” (as applicable) exclusively for Buyer, with Buyer having sole ownership of such Works and the sole right to obtain and to hold in its own name any Intellectual Property Rights therein and thereto. Supplier hereby agrees to give Buyer or any person designated by Buyer, at Buyer’s expense, all reasonable assistance required to perfect the rights hereinabove defined. Supplier represents, warrants and covenants that it has caused or will cause all Supplier Personnel to enter into an enforceable written agreement with Supplier prior to their performance of any Services, which agreement includes appropriate confidentiality, assignment of work product and invention provisions to effectuate the provisions of this Purchase Order.

11.2 Supplier Property. Notwithstanding the foregoing provisions, Buyer’s ownership rights do not apply or extend to any of the following (collectively, the “**Supplier Property**”): (a) any methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience or other materials or property owned or licensed by Supplier before the provision of the Services under this Purchase Order; (b) any improvements or other modifications to any of the foregoing that Supplier creates during the performance of the Services under this Purchase Order without the use of any of Buyer’s Confidential Information or Intellectual Property Rights; or (c) any of the Intellectual Property Rights in or to any of the items described in the preceding clauses (a) and (b). All right, title, and interest in and to the Supplier Property is and shall remain in Supplier, and Supplier shall not be restricted in any way with respect to the Supplier Property. To the extent that any Supplier Property is incorporated into or embodied in any of the Works, or covers or controls any of the Works, or is necessary in order to fully and freely use any of the Works, Supplier hereby grants to Buyer and its affiliates a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable, non-exclusive license,



with the right to grant sublicenses through multiple tiers, to (if and as applicable) (i) use, reproduce, distribute, publicly perform, publicly display, modify and prepare derivative works of such Supplier Property; and (ii) make, have made, offer to sell, sell and import such Supplier Property, in each case to the minimum extent necessary to exercise its rights in the Works.

12. Miscellaneous.

12.1 No Public Announcements. Supplier shall not use Buyer's name or the fact that Supplier is selling Products or Services to Buyer in any press releases, media statements, or public communications without Buyer's prior written consent.

12.2 Further Assurances. Upon Buyer's reasonable request, Supplier shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to the Terms.

12.3 Relationship of the Parties. The relationship between Supplier and Buyer is solely that of seller and vendee and they are independent contracting parties. Nothing in this Purchase Order creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the parties. Supplier shall not hold Supplier out as an employee or agent of Buyer and shall not enter into any contract that purports to bind Buyer without prior consent of Buyer's supply chain Personnel, and any such contract shall be void.

12.4 No Exclusivity. Nothing in this Purchase Order shall be interpreted to prevent Buyer from obtaining from any other third party, or providing to itself, any or all such Products or Services or from ceasing to use Supplier to provide such Products or Services.

12.5 Entire Agreement. The Purchase Order, and the Master Agreement, if any, contains the entire understanding between the parties with respect to the subject matter of the Purchase Order and supersedes and replaces all previous negotiations, understandings and writings relating to the subject matter hereof.

12.6 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Purchase Order shall be sufficient in all respects if given in writing and delivered to the other party at its address set forth in the Order Form (or to such other address that the receiving party may designate from time to time in accordance with this section) in person, by email, by overnight courier, or by certified mail, postage prepaid, return receipt requested. Notice shall be deemed given, delivered, and received on the earlier of the date of delivery, in the case of personal delivery or email, or on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier.

12.7 Headings. The headings in Terms are for reference only and do not affect the interpretation of the Terms.

12.8 Severability; Amendments. If any provision of this Purchase Order shall be held void or unenforceable, the remaining provisions shall remain in full force and effect. In such event, the parties shall in good faith attempt to replace any unenforceable provision of this Purchase Order with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision. This Purchase Order may be altered, amended, or revoked only by issuance of a new purchase order or written change order issued by Buyer that specifies the section or sections to be altered or amended. No waiver of any right or compliance with any term hereunder is effective unless it is in writing and signed by an authorized representative of the party waiving its right.

12.9 Cumulative Remedies. All rights and remedies provided hereunder are cumulative and not exclusive.

12.10 Equitable Remedies. Notwithstanding Section 12.15 below, each party acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under Section 5, Section 12.1, or Section 12.3 would give rise to irreparable harm to the other party for which

monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party shall, in addition to any and all other rights and remedies that may be available to such party at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. In addition, such party shall be entitled to recover, as part of its damages, its reasonable legal costs and expenses for bringing and maintaining any such action.

12.11 Assignment; Subcontracting. Neither this Purchase Order, nor the rights and obligations hereunder, may be assigned, delegated, transferred, or subcontracted (each, an “**Assignment**”) by Supplier without the prior consent of Buyer. No Assignment by Supplier shall relieve Supplier of any of its obligations under this Purchase Order, and any purported Assignment by Supplier in violation of this Section is null and void. This Purchase Order is binding on and inures to the benefit of the parties and their respective permitted successors and permitted assigns.

12.12 No Third-Party Beneficiaries. This Purchase Order benefits solely the parties and their respective permitted successors and permitted assigns and nothing herein, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Purchase Order.

12.13 Force Majeure. To the extent a party is rendered wholly or partly unable to perform, or is delayed in the performance of, its obligations under this Purchase Order due to an event that (a) is beyond its reasonable control, (b) is not the result of negligence, willful misconduct, breach of contract, or intentional act or omission of the affected party, and (c) could not reasonably be anticipated as of the date of the Purchase Order, including acts of God (including fire, flood, earthquake, storm, lightning strike, tornado, volcanic eruption, hurricane, or other natural disaster), nationwide strikes, lockouts, war, riots, acts of public enemy or terrorist, or similar causes (a “**Force Majeure**”), such failure to perform or delay in performance shall not constitute a default or breach of this Purchase Order, so long as the affected party (i) notifies the other party as soon as practicable after the commencement of the Force Majeure, (ii) takes reasonable steps to avoid or minimize the delay caused by the Force Majeure, and (iii) resumes performance when and to the extent the Force Majeure is removed. The party affected by the other party’s delay may elect to (A) suspend performance and extend the time for performance for the duration of the Force Majeure, or (B) cancel all or any part of the unperformed part of this Purchase Order.

12.14 Governing Law. This Purchase Order and all matters arising out of or relating to this Purchase Order, are governed by, and construed in accordance with, the Laws of the State of Colorado, without regard to the conflict of Laws provisions thereof. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Purchase Order.

12.15 Dispute Resolution. If Supplier has its principal place of business outside the United States or is organized under the jurisdiction of a governing body other than the United States or any state thereof, then any dispute between the parties whether relating to the construction, meaning, scope, operation, or effect of this Purchase order or the validity or breach hereof (a “**Dispute**”) shall be finally settled by arbitration by and according to the then-current commercial arbitration rules of the International Chamber of Commerce (the “**ICC**”), and such arbitration proceedings shall be conducted in the English language and the venue of the arbitration shall be New York City, New York. If Supplier has its principal place of business in the United States and is organized under the jurisdiction of the United States or any state thereof, then any Dispute shall be finally settled by arbitration by and according to the then-current commercial arbitration rules

of the American Arbitration Association (the “ACC”), and the venue of such arbitration shall be Boulder, Colorado. The parties shall not disclose the arbitration procedure or its object, and shall maintain confidential all the information directly or indirectly related to the controversy submitted to arbitration. To initiate arbitration, either party may file the appropriate notice at the ICC or the ACC, as appropriate. If the parties are unable to agree upon the appointment of an arbitrator within fifteen (15) days after a party’s submission of such notice, the arbitration shall be conducted by a panel of three arbitrators, with one arbitrator appointed by each party and a third neutral arbitrator appointed by the two arbitrators designated by the parties. The arbitrators will be empowered to grant, at either party’s request, injunctive relief. The arbitral award shall be given in writing, binding upon the parties, and enforceable in accordance with its terms and conditions. The arbitral award can be enforced in any court having jurisdiction on the parties or on their assets. Nothing in this Section shall prevent either party from seeking interim or permanent injunctive relief against the other party in the courts having jurisdiction over the other party.

12.16 Counterparts. If signatures are required on the Order Form, (a) the Order Form may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one document, and (b) a signature in “PDF” format or an electronic signature on the Order Form shall be deemed an original and be binding upon the party against whom enforcement is sought.

12.17 Interpretation. Unless a clear contrary intention appears, (a) the words “include,” “includes,” or “including” mean including without limiting the generality of the description preceding such term; (b) the word “or” is not exclusive; (c) the phrases “this Purchase Order” and “the Terms” and the words “herein,” “hereof,” “hereby,” “hereto,” “hereunder” and derivatives or similar words refer to this Purchase Order; (d) the singular includes the plural and vice versa; € references to an agreement, instrument, Law, or other document means such agreement, instrument, Law, or other document as amended, supplemented, replaced, and modified from time to time; and (f) all references to money shall be in United States dollars.

[End of Terms and Conditions of Purchase]