

AstraZeneca General Conditions of Contract – US

Standard Terms and Conditions for the Purchase of Goods and Services

1. APPLICATION OF TERMS

- 1.1 These terms and conditions of purchase (these “**Terms**”) govern the purchase of the goods (the “**Goods**”) and/or services (the “**Services**”) by AstraZeneca Pharmaceuticals LP (“**AstraZeneca**”) or such affiliate of AstraZeneca as may be identified in the accompanying purchase order (the “**Purchase Order**”) from the seller identified in the Purchase Order (“**Seller**”). AstraZeneca or any such affiliate are sometimes referred to herein as “**Buyer**” and Buyer and Seller are each sometimes referred to herein as a “**Party**” and collectively the “**Parties**”. The Purchase Order and these Terms (collectively, this “**Contract**”) comprise the entire agreement between the Parties and this Contract is neither an expression of acceptance of any offer made to Buyer by Seller, nor a confirmation of any contract between Buyer and Seller. These Terms shall govern the Purchase Order to the entire exclusion of Seller’s terms or conditions and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller’s general terms and conditions of sale regardless whether or when Seller has submitted its sales confirmation or such terms.
- 1.2 BUYER DOES NOT AGREE TO ANY PROPOSED ADDITION, ALTERATION, OR DELETION BY SELLER. ANY ADDITIONS, AMENDMENTS, MODIFICATIONS OR REVISIONS TO THIS CONTRACT THAT SELLER PROPOSES IN ANY MANNER OR FORM (INCLUDING, WITHOUT LIMITATION, IN ANY INVOICE SUBMITTED TO BUYER IN CONNECTION WITH THESE TERMS) SHALL BE DEEMED TO BE REJECTED BY BUYER, WITHOUT NEED OF FURTHER NOTICE, EXCEPT TO THE EXTENT THAT BUYER EXPRESSLY AGREES TO ACCEPT ANY SUCH PROPOSALS IN WRITING.
- 1.3 The Purchase Order may not be used for engagements with healthcare professionals, healthcare organizations or vendors contracting with healthcare professionals or healthcare organizations on Buyer’s behalf unless accompanied by an appropriate contract between Buyer and Seller.

2. ACCEPTANCE

This Contract is an offer by Buyer to Seller and such offer expressly limits acceptance by Seller to the terms of this Contract. Acceptance of this Contract shall be deemed to have occurred on the earliest of Seller’s acceptance in writing, email, fax or other manifestation of acceptance, Seller’s initiation of performance or provision of any Goods or Services covered by the Purchase Order, Seller’s acceptance of any payment made pursuant to the Purchase Order, and fulfillment of the Purchase Order. If the Purchase Order is to be issued in connection with a related statement of work, then the statement of work shall not bind the Parties unless and until a Purchase Order is issued.

3. PRICING AND PAYMENT

- 3.1 Price. The price of the Goods or Services shall be stated in the Purchase Order, and, unless Buyer otherwise agrees in writing shall be inclusive of all charges for packaging, packing, carriage, crating, freight, insurance and delivery of the Goods to Buyer and any duties, taxes, imports or levies now imposed or hereafter becoming effective incurred by Seller. The Purchase Order shall be filled at prices no higher than those appearing in the Purchase Order, or, if no prices appear, then at prices no higher than those last quoted to Buyer, without advance written approval from Buyer.
- 3.2 Invoices. Buyer shall pay the price of the Goods or price for performance of Services within seventy-five (75) days following receipt of the applicable, undisputed invoice (which shall include the Purchase Order number and such other information as Buyer shall request), unless stated otherwise in the Purchase Order. Buyer will be obligated to pay only the costs stated in the Purchase Order and will in no way be considered liable for the costs of other goods or services, unless agreed upon by the Parties in writing. Seller shall submit invoices at the times and in such other detail as is set forth in the Purchase Order.
- 3.3 Electronic Transactions. To facilitate payment, Seller agrees to participate in an electronic transaction program using either Ariba Interactive Email or the Ariba Supplier Network (“**ASN**”). Participation includes the electronic transmission of Purchase Orders and contracts as well as submitting electronic invoices via the Ariba Interactive Email or ASN. Seller acknowledges participation in this program by acceptance of the Ariba Interactive Email (for non-ASN suppliers) or voluntary registration for the ASN and accountability for the payment of associated ASN

fees. Seller agrees to provide data and to designate a representative to assist in the establishment of such program.

- 3.4 Setoff. With respect to any monetary obligations of Seller, or Seller's affiliates to Buyer or Buyer's affiliates, Buyer may setoff such obligations against any sums owing to Seller, or Seller's affiliates by Buyer or Buyer's affiliates.

4. RECORDS

For purposes of these Terms, "**Records**" means information created, received or recorded in any format by Seller in the performance of Seller's obligations under this Contract, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. Seller will maintain and retain complete, organized and accurate Records. Seller will ensure that Records are protected from destruction or damage and are maintained within Seller's control during the term of this Contract and for three (3) years thereafter, or for a longer period of time as requested by Buyer and agreed to by Seller. Buyer, or its authorized representatives, will be permitted to examine and obtain copies of such Records at Buyer's expense.

5. SHIPPING AND DELIVERY

- 5.1 Shipping. Seller shall: (i) properly pack, mark, and ship Goods as instructed by Buyer or any carriers and in accordance with any Applicable Laws (defined in Section 10 (*Compliance*) below), (ii) route shipments as Buyer instructs, and (iii) provide packing slips with each shipment that identify the Purchase Order number, requester name, and the date of the shipment. The marks on each package and identification of the Goods on packing slips and invoices must itemize the Goods and enable Buyer to easily identify the itemized Goods. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order. Buyer's count shall be accepted as final and conclusive on shipments not accompanied by Seller's itemized packing slip.

- 5.2 Delivery. Deliveries shall be made in the quantities, on the dates, at the destination and at the times specified by Buyer in the Purchase Order or in any subsequent releases or instructions Buyer issues under the Purchase Order. If no delivery date is specified, Seller shall deliver the Goods within thirty (30) days of Seller's receipt of the Purchase Order. Time is of the essence with respect to Seller's obligations hereunder and timely delivery of the Goods and Services, including all delivery schedules, performance dates, project milestones and other requirements under this Contract. If delivery is not made in the quantity or quantities and at the time or times specified, Buyer shall have the right, at its option, to cancel the entire Purchase Order or that part of the same not so delivered. Unless otherwise agreed by the Parties in writing, Seller shall be responsible for freight and delivery to the destination specified on the applicable Purchase Order. Delivery shall not be deemed to be complete and the risk of loss, damage or destruction shall be upon Seller until the Goods have been actually received and accepted by Buyer, notwithstanding any agreement to pay freight, express or other transportation charges. No such loss, damage or destruction shall relieve Seller of its performance obligation under the Purchase Order. Buyer shall not be responsible for and shall not be required to pay for any Goods that are delivered without being specified in Buyer's delivery schedules or that exceed the quantities specified in Buyer's delivery schedules, nor shall Buyer be required to accept Goods that are delivered in advance of the delivery date specified in Buyer's delivery schedules. Seller shall be required to pay for any loss, damage or destruction of Goods resulting from improper packing or marking and for packing, marking and shipping charges related to Buyer's return to Seller of any Goods that have been delivered without being specified in Buyer's delivery schedules or that exceed the quantities specified in Buyer's delivery schedules. Seller bears the risk of loss, damage or destruction of all Goods delivered in advance of the delivery date specified in Buyer's delivery schedules and no such loss, damage or destruction shall relieve Seller of its delivery obligations hereunder. In the event that Seller fails to make timely delivery in accordance with Section 5.1 (*Shipping*), Buyer shall be entitled to a setoff of any sums owing to Seller in an amount equal to one percent of the value of the Goods or Services for which Seller has failed to make delivery for each week, or portion thereof, that delivery of such Goods or Services is delayed.

6. SPECIFICATION, DESIGN AND SCOPE CHANGES

Buyer may at any time request that Seller implement changes to the specifications or design of the Goods or to the scope of any Services or work covered by the Purchase Order, but no change shall be effective, nor shall Buyer be obligated to pay any increase in compensation as a result of a change, unless Buyer issues a written change order for such change. Changes that increase or decrease pricing shall be priced as mutually agreed to in writing, or absent written agreement, shall be reasonably based on Seller's cost of production and time to implement such changes. In the event of any disagreement arising out of such changes, Buyer and Seller shall work to resolve the disagreement in good faith, provided, however, that Seller shall continue performing under the Purchase Order, including prompt implementation of changes required by Buyer, while Buyer and Seller resolve any disagreement arising out of such changes.

7. ACCEPTANCE OF GOODS AND SERVICES

- 7.1 Acceptance of Goods and Services under the Purchase Order is subject to Buyer's inspection. Buyer shall have thirty (30) days after receipt of the Goods and Services under the Purchase Order in which to inspect and accept or reject all or any portion of such Goods and Services. With respect to any latent defects in such Goods or Services, Buyer shall have thirty (30) days after its discovery thereof to notify Seller of such defects. Notwithstanding the foregoing, Buyer is not required to perform incoming inspections of any Goods, and Seller waives any right to require Buyer to conduct any such inspections.
- 7.2 Seller shall not substitute any goods for the Goods covered by the Purchase Order unless Buyer consents in writing. Acceptance of any non-conforming deliveries under the Purchase Order shall not be deemed a waiver by Buyer of its right to require that any other future deliveries be in accordance with the terms of the Purchase Order. If Buyer rejects any goods as non-conforming ("**Non-Conforming Goods**"), Buyer may, at its option: (i) reduce the quantities of Goods ordered under the Purchase Order by the quantity of Non-Conforming Goods, (ii) require Seller to replace the Non-Conforming Goods, (iii) rescind this Contract in its entirety, or (iv) exercise any other applicable rights or remedies. If Seller fails to inform Buyer in writing of the manner in which Seller desires that Buyer dispose of Non-Conforming Goods within forty-eight (48) hours of notice of Buyer's rejection of Non-Conforming Goods (or such shorter period as is reasonable under the circumstances), Buyer shall be entitled to dispose of the Non-Conforming Goods without liability to Seller; provided, however, that in any event Buyer may elect to arrange for the shipment of any Non-Conforming Goods back to Seller at Seller's expense. Seller shall bear all risk of loss, damage or destruction with respect to all Non-Conforming Goods and shall promptly pay or reimburse all costs incurred by Buyer to return, store or dispose any Non-Conforming Goods. Buyer's payment for any Non-Conforming Goods shall not constitute acceptance by Buyer, limit or impair Buyer's right to exercise any rights or remedies, or relieve Seller of responsibility for the Non-Conforming Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, within thirty (30) days replace the Non-Conforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the Non-Conforming Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Contract for cause pursuant to Section 15 (*Termination*).

8. WARRANTIES

- 8.1 General. Seller warrants and guarantees to Buyer that the Goods or Services: (i) shall conform to all applicable specifications, drawings, samples, descriptions, brochures and manuals furnished by Seller or Buyer, (ii) shall be merchantable, (iii) shall be of good material and workmanship, (iv) shall be free from defects, and (v) are fit and sufficient for the particular purposes intended by Buyer.
- 8.2 Seller's Qualifications and Licenses. Seller represents and warrants that: (i) Seller and its employees are, and at all times shall be, qualified by training and experience with appropriate expertise to perform their obligations, and (ii) Seller and its employees have, and at all times shall have, appropriate licenses, approvals and certifications necessary to perform safely, adequately and lawfully their obligations.
- 8.3 Debarment. Seller represents and warrants to Buyer that Seller: (i) is not excluded, debarred, suspended or otherwise ineligible to participate in government healthcare programs or in government procurement or non-procurement programs and no debarment is pending or has been initiated, (ii) has not been charged with or convicted of a criminal offense that requires exclusion from a government healthcare program, and (iii) is not otherwise disqualified or suspended from performing the Services or subject to any restrictions or sanctions by any governmental or regulatory authority or professional body (an "**Ineligible Person**"). Seller further represents and warrants that Seller is not using, and will not in the future use, any employee who is an Ineligible Person in the performance of Services. Seller will immediately notify Buyer in writing if Seller or any employee is or becomes an Ineligible Person or if any action, suit, claim, investigation, or other legal or administrative proceeding is pending or, to the best of Seller's knowledge, threatened, that would make Seller or any employee an Ineligible Person.
- 8.4 Non-Infringement. Seller warrants that the Goods or Services covered by the Purchase Order shall not infringe on any patent, trademark, copyright, industrial design or other proprietary rights of, or constitute misuse or misappropriation of a trade secret of any third party.
- 8.5 Title. Seller warrants full and unrestricted title to all Goods and Services furnished by Seller under the Purchase Order, are free and clear of any and all liens, restrictions, reservations, security interests and encumbrances.

9. INGREDIENTS AND HAZARDOUS OR BIOLOGICAL MATERIALS

Prior to, and together with, the shipment of Goods, Seller shall furnish to Buyer and all carriers sufficient written warning and notice (including appropriate labels on the Goods, containers and packing) of any hazardous or

biological material (including, without limitation, any tissues, cells, cell lines, organisms, blood samples, genetic material and other biological substances and materials) that is an ingredient or a part of any of the Goods, together with all special handling instructions, safety measures and precautions as may be necessary to comply with Applicable Laws, to inform Buyer and all carriers of any applicable legal requirements and to best allow Buyer and all carriers to comply with Applicable Laws and to prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of Goods, containers and packing.

10. COMPLIANCE

10.1 General. Seller, and any Goods or Services supplied by Seller, shall comply with all applicable federal, state and local laws, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Goods or Services, including, but not limited to, those relating to environmental matters, public health, wages, hours and conditions of employment, subcontractor selection, discrimination, privacy, cyber security, data localization, occupational health/safety and motor vehicle safety ("**Applicable Laws**"). Without limiting the foregoing, Seller covenants that neither Seller nor any of its subcontractors shall use child, slave, prisoner or any other form of forced or involuntary labor in the supply of goods or services under this Purchase Order. Upon Buyer's request, Seller shall certify in writing its compliance with the foregoing and shall provide all permits, certificates and licenses that may be required for its performance under the Purchase Order. Seller acknowledges that Buyer will rely upon the representations and warranties and, if applicable, certifications provided herein. In the event of Seller's noncompliance with this Section 10, in addition to any other applicable rights or remedies, Buyer reserves the right to cancel and terminate this Contract in whole or in part with immediate effect and without further obligations under these Terms.

10.2 Expectations of Third Parties

Seller recognizes Buyer's commitment to work only with suppliers who embrace the standards of ethical behavior consistent with AstraZeneca's Global Standard: Expectations of Third Parties, which can be found at: <https://www.astrazeneca.com/content/dam/az/our-company/Documents/Global-Standard-Expectations-of-Third-Parties.pdf>, as amended from time to time, in particular those principles in Section 1 entitled "Anti-Bribery and Anti-Corruption" ("**Supplier Expectations**").

Seller represents that it: (i) will operate its business in compliance with all Applicable Laws, (ii) has read and received AstraZeneca's Code of Conduct, which can be found at: <https://www.astrazeneca.com/content/dam/az/our-company/Documents/Code-in-English.pdf>, (iii) will operate its business to ethical standards consistent with those set out in the Supplier Expectations, as amended from time to time, and in particular those principles in the Section headed "Anti-Bribery and Anti-Corruption," (iv) will not take any action that will cause Buyer to be in breach of any applicable laws for the prevention of fraud, bribery and corruption, racketeering, money laundering or terrorism, including the US Foreign Corrupt Practices Act and the UK Bribery Act, (v) will not offer, pay, request or accept any bribe, inducement, kickback or facilitation payment, and will not make or cause another to make any offer or payment to any individual or entity for the purpose of influencing a decision for the benefit of Buyer, and (vi) will use reasonable efforts to cause its affiliated companies, suppliers and subcontractors performing Services for Buyer to operate their business in compliance with all Applicable Laws and in a manner consistent with the Supplier Expectations, as amended from time to time.

In the event that Seller fails to meet or maintain such ethical standards, the Parties shall agree upon what measures should be taken by Seller to improve Seller's performance (the "**Improvement Plan**"). If the Parties are unable to agree upon an improvement plan or Seller does not implement the improvement plan within an agreed reasonable timescale (not to exceed twelve (12) months), Buyer shall be entitled to terminate this Contract with immediate effect, to be relieved of any obligations and to seek compensation from Seller.

10.3 Export Controls. This Contract is made subject to any restrictions under the export control laws, rules and regulations concerning the export of products, materials, or technical information either from the United States of America or to a foreign national within the United States of America (e.g., a "**deemed export**" applying to transfers solely within the United States of America) which may be imposed upon or related to Seller or Buyer from time to time by the government of the United States of America (the "**US Government**").

10.4 Trade Controls. Seller represents and warrants and undertakes that it is not on any applicable official national or international sanctioned party lists and that performance of this Contract will not violate applicable embargo regulations. Buyer has the right, at Buyer's sole expense, to conduct screening checks on Seller, including verification of Seller's identity, including full name, country location and address, against official national and international sanctioned party lists and embargo regulations. If the screening indicates that Seller is an

international sanctioned party or is in violation of embargo regulations, Buyer may terminate this Contract for breach as provided in Section 15 (*Termination*).

- 10.5 US Government Compliance Provisions Regarding Equal Employment Opportunity and Utilization of Small and Disadvantaged Business Concerns. Seller acknowledges that Buyer is a contractor with the US Government. To the extent the Purchase Order is a subcontract under any prime contract between Buyer and the US Government, Seller agrees to comply with the provisions of all Applicable Laws and to the extent applicable incorporates those laws into this Contract by reference.

Buyer is an equal employment opportunity employer and is a federal contractor. Consequently, the Parties agree that, to the extent applicable, they will comply with Executive Order 11246, as amended (41 C.F.R. Part 60-1); the Vietnam Era Veterans Readjustment Assistance Act of 1974; and Section 503 of the Vocational Rehabilitation Act of 1973; and 48 C.F.R. 52.219-9 "Subcontracting Plan Regarding Small Business Concerns" and also agree that these laws are incorporated herein by this reference. The Parties also agree to comply with any applicable provisions of Executive Order 13496 (29 C.F.R. Part 471), relating to the notice of employee rights under federal labor laws and abide by the requirements of 41 C.F.R. §§ 60-1.4(a) (affirmative action and EEO for women and minorities); 60-300.5(a) (affirmative action and EEO for certain classes of covered veterans); and 60-741.5(a) (affirmative action and EEO for certain classes of individuals with a disability), which are incorporated into this contract by reference (if applicable).

Buyer and the US Government have entered into a contract that obligates Buyer to provide equal opportunities for small business concerns to engage in the performance of Buyer's contract. In addition, Buyer is obligated to include the language of 48 C.F.R. 52.219-8 "Utilization of Small Business Concerns" in all Buyer contracts that offer further subcontracting opportunities. If: (i) the Purchase Order offers further subcontracting opportunities, (ii) Seller is not a small business concern, and (iii) the amount to be paid to Seller under this Purchase Order is Seven Hundred Thousand Dollars (\$700,000) or more (or if the annual cumulative amount of this Purchase Order and all other agreements, including statements of work, and contracts with Seller equals or exceeds Seven Hundred Thousand Dollars (\$700,000)), then Seller will implement a small business subcontracting plan ("**Subcontracting Plan**") pursuant to 48 C.F.R. 42.219-9, Subcontracting Plan Regarding Small Business Concerns. A sample plan is located at: [\[https://www.medimmune.com/content/medimmune/government-contract-t-cs.html\]](https://www.medimmune.com/content/medimmune/government-contract-t-cs.html). Upon Buyer's request, Seller will provide to Buyer a copy of such Subcontracting Plan, and updates as requested.

With respect to any Purchase Order issued to Seller to furnish Goods or Services for Buyer's performance under a federal prime contract, Seller certifies through acknowledgment or other acceptance of the Purchase Order that Seller and/or any of its Principals, (as defined in 48 C.F.R. 52.209-5) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. By acceptance of the Purchase Order, Seller agrees to comply with the terms and conditions set forth in the flow downs located at: [\[https://www.medimmune.com/content/medimmune/government-contract-t-cs.html\]](https://www.medimmune.com/content/medimmune/government-contract-t-cs.html), which are incorporated by reference herein, that are applicable to the Purchase Order based upon the prime contract(s) under which the work is being performed and the type of contract provided for by the Purchase Order, i.e., Commercial Item, Fixed Price, or Flexibly Priced. Moreover, Seller agrees to incorporate by reference into the Purchase Order each Government Subcontracting Representation and Certification Seller made to Buyer or Seller has made through the System of Award Management ("**SAM**") at www.Sam.gov prior to the issuance of the Purchase Order. Seller acknowledges that the Representations and Certifications are material facts upon which Buyer relied prior to issuing any orders under the Purchase Order.

Seller will, following Buyer's reasonable request, certify such compliance to Buyer in writing. Furthermore, Seller agrees to all the applicable representations, certifications and other terms and conditions that Buyer is required to flow down to Seller under such prime contract(s), and Seller agrees to execute any documents reasonably requested by Buyer confirming the same.

- 10.6 FD&C Act. Without limiting the foregoing: (i) if the Federal Food, Drug, and Cosmetic Act (the "**FD&C Act**") is applicable to any Goods furnished under the Purchase Order, then for the purpose of Section 303(c) of the FD&C Act, Seller hereby guarantees that (a) the Goods comprising each shipment or other delivery to Buyer as of the date of such shipment or delivery is not adulterated or misbranded within the meaning of the FD&C Act or within the meaning of any applicable state or local law in which the definition of "**adulteration**" and "**misbranding**" are substantially the same as those contained in the FD&C Act, as such laws are constituted and effective at the time of such shipment or delivery, and (b) is not an article that may not, under the provisions of the FD&C Act, be introduced into interstate commerce, (ii) if applicable, Seller hereby guarantees that the Goods comprising each shipment or other delivery to Buyer were manufactured in accordance with current good manufacturing practices in accordance with Title 21 of the Code of Federal Regulations ("**CGMPs**"), and (iii) if the FD&C Act is applicable to any Services furnished under the Purchase Order, then Seller hereby guarantees that such Services will be

performed in material compliance with the FD&C Act, and in particular, if applicable, Seller or Seller's employees shall comply with all aspects of CGMPs when performing work on Buyer's sites.

- 10.7 Reporting Obligations. Seller recognizes Buyer's commitment to compliance with applicable state and federal laws and transparency principles. To that end Seller acknowledges that payments made pursuant to the Purchase Order may be reported to government entities as required by law or as part of Buyer's transparency reporting.
- 10.8 Cyber Security. Seller shall implement and maintain a written information security program that incorporates administrative, technical, and physical safeguards appropriate to ensure the security, confidentiality, reliability, and integrity of: (i) Buyer's Confidential Information (including any Personal Data processed by Seller in connection with this Contract), (ii) any software that comprises the Goods or a component thereof or that is otherwise developed by Seller in connection with the Goods and Services ("**Software**"), and (iii) the Services. Without limitation to the foregoing, Seller covenants that such safeguards will include identification of appropriately defined organizational roles related to security and incident response, configuration and change management, controls appropriate to maintain the functionality and integrity of the code that comprises any Software, including secure development, security screening of any code or other components developed by third-party suppliers, security testing, and periodic code audits, configuration and change management controls, and controls designed to scan and filter for harmful surreptitious code and prevent its introduction into the Software. For purposes of these terms, "**Personal Data**" means all information that relates to an identifiable individual or device accessed by Seller in connection with this Contract.
- 10.9 Security Incidents. Upon reasonable belief of a compromise to the security, confidentiality, or integrity of Buyer's Confidential Information or the Software, including without limitation any unauthorized disclosure, access, use, or other processing of Buyer's Confidential Information (each, a "**Security Incident**"), Seller shall immediately, and within one (1) business day thereof, provide notice to Buyer of such Security Incident. In the event of a Security Incident, Seller will, at no additional charge to Buyer, undertake an appropriate investigation, take all necessary and appropriate action to prevent a recurrence of such Security Incident and eliminate the effects of such Security Incident (e.g., eradication of harmful surreptitious code from the Software and any steps necessary to repair its damage), and reasonably cooperate with Buyer in connection with such investigation, correction, and remediation. Seller further agrees to reimburse Buyer for all actual and reasonable costs Buyer incurs in connection with its investigation and remediation efforts (e.g., development and delivery of notices to individuals). Seller will not make any public announcements relating to such Security Incident without Buyer's prior written approval.
- 10.10 Personal Data. Seller shall not access, collect, maintain, transfer, or otherwise process ("**Process**") Personal Data without Buyer's prior written authorization. Without limitation to the foregoing, Seller shall only Process Personal Data on behalf of Buyer and in accordance with the directions and instructions of Seller and Seller shall duly assist and cooperate with Buyer to allow Buyer to comply with its obligations under Law and to respond to any complaints or requests from data subjects or governmental authorities. Upon request by Buyer to enable Buyer to comply with Law, Seller agrees to execute an appropriate data processing agreement and/or contractual clauses used to transfer Personal Data from any jurisdiction to any other jurisdiction (e.g., standard contractual clauses for the transfer of Personal Data from the European Union pursuant to Directive 95/46/EC).
- 10.11 Seller shall provide Buyer with all necessary materials, documents, assessments, and other information to enable Buyer to confirm that Seller has complied with its obligations under this Section 10 (e.g., SSAE 16, SOC I, II, and III, or other third-party assessments or audits).

11. **INSURANCE**

Seller shall maintain at its own expense appropriate insurance coverage in amounts adequate to cover its acts and omissions and as required by applicable laws or as reasonably requested by Buyer with carriers reasonably acceptable to Buyer. With respect to any such insurance coverage, Seller shall furnish Buyer with either a certificate evidencing satisfaction of the above-mentioned insurance requirements under this Contract or certified copies of all insurance policies within ten (10) days after Buyer requests such evidence. The certificate must provide that Buyer shall receive thirty (30) days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The furnishing of certificates of insurance and purchase of insurance shall not limit or release Seller from Seller's obligations or liabilities under this Contract.

12. **CONFIDENTIAL INFORMATION**

- 12.1 Confidential Information. Seller acknowledges and agrees that it may have access to, or become acquainted with, Buyer's confidential information in order to provide the Goods and Services. For purposes of these Terms, "**Confidential Information**" shall mean all confidential, proprietary, or trade secret information, property, or material of Buyer and any derivatives, portions, or copies thereof, including, without limitation, information resulting from or in any way related to: (a) the Goods or Services, (b) Buyer's business practices, plans or

relationships, and (c) any other information or material that Buyer designates as Confidential Information. Seller shall keep all Confidential Information in strict confidence and shall not, at any time during or for five (5) years after the expiration or earlier termination of this Contract (or, with respect to Personal Data, at any time during which Seller has access to Personal Data), without Buyer's prior written consent, disclose, publish, disseminate or otherwise make available, directly or indirectly, any item of Confidential Information to anyone. Seller shall use the Confidential Information only to perform its obligations to Buyer hereunder and for no other purpose.

Notwithstanding the obligations set forth above, Seller may disclose Confidential Information to any of its employees or Permitted Subcontractors as defined in Section 17.10 (*Subcontracting*) who need to receive the Confidential Information in order to provide the Goods and Services, provided that Seller shall ensure that, prior to disclosing the Confidential Information, each employee or subcontractor to whom the Confidential Information is to be disclosed is made aware of the obligations contained herein and agrees to undertake, in a manner legally enforceable by Buyer, to adhere to this Contract as if they were a party to it; provided, further, that Seller shall remain responsible for any breach of the obligations set forth in this Contract and any violation of Applicable Law by any employee or subcontractor as if Seller caused such breach or violation.

- 12.2 Disclosure of Information; Waiver of Claims. Seller acknowledges and agrees that any unpatented technical information that Seller shall have disclosed to Buyer or may hereafter disclose to Buyer in connection with the Goods or Services covered by the Purchase Order, shall, unless otherwise specifically agreed in writing signed by the Buyer and the Seller, be deemed to have been disclosed as part of consideration for this Contract and Seller agrees not to assert any claim against Buyer as the result of Buyer's use thereof.

13. INTELLECTUAL PROPERTY

- 13.1 Materials, equipment, tools, dies, molds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by Buyer to Seller shall at all times be and remain Buyer's exclusive property but shall be held by Seller in safe custody at its own risk and maintained and kept in good condition until returned to Buyer and shall not be disposed of other than in accordance with Buyer's written instructions, nor shall such items be used otherwise than as authorized by Buyer in writing.
- 13.2 Seller will observe all copyrights in written material including computer software belonging to Buyer or any third party and Seller will not make any unauthorized copies of such material or software.
- 13.3 All materials, any inventions (whether or not patentable), works of authorship, trade secrets, ideas, concepts, trade names and trade or service marks (collectively, "**Inventions**") created or prepared for Buyer under this Contract, shall belong exclusively to Buyer. Seller hereby assigns all Inventions to Buyer and its assigns, except for any works for hire that do not require an assignment to vest ownership in Buyer. All works of authorship, including, without limitation, software, computer programs, and databases (including object code, micro code, source code and data structures), and all enhancements, modifications and updates thereof and all other written work products or materials, that are created for or in the course of performing the Purchase Order (separately or as part of any goods and components) are "**works made for hire**" as that term is used in the Copyright Act of 1976 and the sole property of Buyer. Buyer shall have the right, at Buyer's option and expense, to seek protection for Inventions by obtaining patents, copyright registrations, trademark registrations or other recordings, registrations and filings related to proprietary or intellectual property rights. Seller agrees at no charge to execute and to cause its employees to execute, such documents, including such further assignments, applications and conveyances and to supply such information as Buyer shall request, in order to permit Buyer to protect, perfect, register, record and maintain its rights in the Inventions and effective ownership of them throughout the world.

14. FORCE MAJEURE

No delay or failure of performance by a Party will be considered to be a breach if, and to the extent that, the delay or failure was caused by an occurrence or occurrences beyond that Party's control, without such Party's negligence and which by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Contract. If a Force Majeure Event prevents Seller from carrying out its obligations under this Contract for a continuous period of more than sixty (60) business days, Buyer may terminate this Contract immediately by giving written notice to Seller.

15. TERMINATION

- 15.1 **Breach.** Buyer may terminate all or any part of this Contract, without liability, except for Goods or Services previously delivered or accepted, (including, without limitation, any consequential, incidental, indirect or punitive damages) at any time if Seller: (i) repudiates, breaches, or threatens to breach any of the terms of this Contract, including Seller's warranties, or (ii) fails to perform or threatens not to perform Services or deliver Goods in accordance with this Contract. In addition, if at any time, reasonable grounds for insecurity arise with respect to Seller's timely and proper completion of the Services or delivery of the Goods under the Purchase Order and the Seller does not provide adequate assurance to the Buyer with respect thereto, within seven (7) days of receipt of a demand for such assurance from Buyer, then Buyer may, without liability, except for Goods or Services previously delivered or accepted, (including, without limitation, any consequential, incidental, indirect or punitive damages) terminate all or any part of this Contract.
- 15.2 **Convenience.** In addition to any other rights of Buyer to terminate this Contract, Buyer may immediately terminate all or any part of this Contract, at any time and for any reason, by notifying Seller in writing. Upon such notice, Seller shall terminate any work started under the Purchase Order and shall promptly advise Buyer of the quantities of applicable raw materials, work-in-process and finished goods on hand or purchased for this order prior to termination ("**Contract Materials**") and of the most favorable disposition of all such raw materials, work-in-process and finished goods on hand. Seller shall comply with Buyer's instructions regarding disposition of such raw materials, work-in-process and finished goods on hand, which may include the purchase by Buyer of such raw materials, work-in-process and finished goods on hand. Buyer's sole and exclusive liability to Seller (without regard to the legal theory that is the basis for any claim by Seller) in the event that this Contract is terminated pursuant to this Section 15.2 shall be: (i) the contract price for all Goods and Services that have been completed in accordance with the Purchase Order as of termination date and delivered and accepted by Buyer and not previously paid for, plus (ii) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the Goods or Services under this Contract to the extent such costs are reasonable in an amount that are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Contract, less (iii) the reasonable value or cost (whichever is higher) of any Contract Materials used or sold by Seller with Buyer's written consent. In no event shall Buyer be required to pay for finished goods, work-in-process or materials that Seller fabricates or procures in amounts that exceed those Buyer authorizes in delivery releases. Payments made under this Section 15.2 shall not exceed the aggregate price for finished Goods and Services that would be produced by Seller under delivery or release schedules outstanding at the date of termination. Within sixty (60) days after the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit an audit by Buyer, and shall thereafter promptly furnish any supplemental and supporting information Buyer requests. THE FOREGOING STATES BUYER'S SOLE AND ENTIRE LIABILITY UNDER THIS SECTION 15.2 AND IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING FROM ANY SUCH TERMINATION HEREUNDER.
- 15.3 **Insolvency.** Buyer may immediately terminate this Contract without liability, except for Goods or Services previously delivered or accepted, (including, without limitation, any consequential, incidental, indirect, special or punitive damages) to Seller in any of the following or any similar events: (i) insolvency of Seller, (ii) filing of a voluntary petition in bankruptcy by Seller, (iii) filing of any involuntary petition in bankruptcy against Seller, (iv) appointment of a receiver or trustee for Seller, (v) execution of an assignment for the benefit of creditors by Seller, or (vi) any accommodation by Buyer, financial or otherwise, not contemplated by the Purchase Order, that is necessary for Seller to meet its obligations under this Contract.
- 15.4 **Counterfeiting.** Buyer may terminate this Contract immediately by written notice to Seller if Seller or one of Seller's employees is convicted of a crime involving pharmaceutical counterfeiting, diversion or illegal trade, or if there is sufficient evidence of Seller's involvement in counterfeiting, diversion or illegal trade and the involvement was either knowing or the result of a failure to establish necessary preventative controls.

16. INDEMNIFICATION

Seller shall defend, hold harmless and indemnify Buyer from and against any liability, claims, demands, damages or expenses (including reasonable attorney or other professional fees and disbursements) caused by, arising from, relating to or in connection with: (i) any third party claims or demands to recover for personal injury or death, property damage or economic loss caused by any of the Goods or Services supplied by Seller (regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability or other legal theories), except to the extent such injury, damage or loss results from Buyer's specifications as to design or materials or from alteration or improper repair, maintenance or installation by any party other than Seller, (ii) the performance of any Services by Seller or its employees, agents, representatives and subcontractors on Buyer's premises or the use of the property of Buyer, except to the extent such liability arises out of the negligence or willful misconduct of Buyer, (iii) Seller's breach of any representation, warranty or covenant of Seller in this

Contract, and (iv) Seller's failure to perform under or failure to comply with any term of this Contract applicable to Seller. Seller's indemnification obligations hereunder shall survive Buyer's acceptance of the Goods and Services and payment therefor. Seller shall not enter into any settlement without Buyer's prior written consent.

17. GENERAL

- 17.1 Use of Name. Seller shall not mention or otherwise use Buyer's name, trade name, service marks, trademarks, trade dress or logos (or any abbreviation or adaptation of the foregoing) in any publication, press release, promotional material or other form of publicity, and shall not issue any press release or other form of publicity regarding the existence of the Purchase Order or these Terms, without the prior written approval of Buyer in each instance.
- 17.2 Relationship of the Parties. Seller and Buyer are independent contracting parties. Nothing in these Terms makes either Party the agent or legal representative of the other for any purpose whatsoever, nor grants either Party any authority to assume or create any obligation on behalf of or in the name of the other Party.
- 17.3 Third-Party Beneficiaries. Seller and Buyer agree that Buyer's affiliates shall have the rights of a third-party beneficiary of the provisions hereof relating to the rights of Buyer and may enforce such provisions as if it were party hereto.
- 17.4 Definition of Payment. As used herein, "**payments**" shall include all compensation, transfers of value, reimbursed reasonable expenses (such as meals, travel and lodging) and items of value provided that are necessarily incurred in the course of the bona fide services being provided under this Purchase Order (and any applicable Definitive Agreement), which may include, but is not limited to, occasional, modest meals where the provision of such meals is intended to facilitate the purpose of the engagement (e.g., the provision of a modest lunch by Buyer catering vendors to on-site participants in an all-day research meeting held at Buyer's facilities).
- 17.5 Audit. Upon Buyer's reasonable request, Seller shall allow Buyer or (at Buyer's reasonable discretion) a designated third party to audit Seller's premises, sites and records to verify Seller's performance and processes in relation to the maintenance of appropriate ethical standards and appropriate product security and anti-counterfeiting measures in accordance with the requirements of this Purchase Order. Where Buyer requires the audit to be undertaken by a designated third party, Seller agrees to arrange for the audit to take place and to pay the fees of the designated third party for such audit. Any audit report generated shall be the property of Seller. Seller agrees that Buyer shall be entitled to review such audit report and all supporting documents in relation to the audit.
- 17.6 Governing Law. This Contract shall be interpreted and performed in accordance with the laws of the State of Delaware without reference to its principles of choice of law. Each Party hereby irrevocably and unconditionally submits for itself and its property, in any legal action or proceeding relating to or arising out of this purchase order, to the exclusive jurisdiction and venue of the Courts of the State of Delaware, the courts of the United States of America for the State of Delaware and appellate courts from any thereof, and agrees that any such action or proceeding may be brought in such courts. The Parties expressly agree that the application of the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and shall not apply to this Contract.
- 17.7 Severability. The provisions of this Contract shall be several. Invalidity or unenforceability of one provision shall not affect any other provision of this Contract.
- 17.8 Waiver. Each Party shall have the right to enforce the provisions of this Contract in strict accordance with its terms. The failure of either Party at any time to enforce its rights hereunder strictly in accordance with the same shall not be construed as having created a custom contrary to the specific provisions hereof or as having in any way modified or waived same, nor shall the waiver by either Party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision. No course of dealing or course of performance may be used to evidence a waiver or limitation of Seller's obligations under this Contract. Notwithstanding anything to the contrary contained herein, Buyer explicitly reserves, and this Contract shall not constitute a waiver or release of, any rights and claims against Seller arising out of, or relating to, any fraud or duress in connection with the formation of this Contract or any breach or anticipatory breach of any previously existing contract between Buyer and Seller (whether or not such previously existing contract related to the same or similar Goods or subject matter as this Contract).
- 17.9 Subcontracting. Seller shall obtain Buyer's written consent prior to entering into agreements with or otherwise engaging any person or entity, including all reimbursements and affiliates of Seller, other than Seller's employees, to provide any Service to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Buyer's approval shall not relieve Seller of its obligations under this Contract and Seller shall

remain fully responsible to the performance of such permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Contract. Seller shall require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Contract.

- 17.10 Assignment. Seller shall not assign, transfer or otherwise dispose of all or any of its rights and responsibilities under this Contract without prior written consent. Buyer shall have the right, without such written consent, to assign, transfer or otherwise dispose of all or any of its rights and responsibilities under this Contract to any affiliate or third party.
- 17.11 Amendment. Purchase Orders may only be modified by a written contract amendment signed by an authorized representative of the Buyer and issued by Buyer. Further, if the Purchase Order is issued pursuant to a Definitive Agreement, such Definitive Agreement may only be modified by a written amendment signed by an authorized representative of the Buyer.
- 17.12 Notices. Any notice that is required or permitted hereunder shall be deemed given only if delivered personally or sent by facsimile (with transmission confirmed) or by registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service at their respective addresses set forth on the face of the Purchase Order or to such other addresses at which notice of change shall have been given to the attention of the Buyer and Seller representatives responsible for administering the Purchase Order. Notices shall be effective upon receipt. It is understood that this Section is not intended to govern the day-to-day business communications between the parties in performing Services.
- 17.13 Construction. In these Terms references to any statute or statutory provision shall be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced, and references to the singular include the plural and vice versa as the context admits or requires.
- 17.14 Entire Agreement. This Contract, together with any existing written definitive agreement between Buyer and Seller other than an existing Purchase Order (a "**Definitive Agreement**"), pursuant to which the Purchase Order has been issued, and any specifications, attachments, exhibits, supplements or other terms of Buyer specifically referenced in the Purchase Order or such Definitive Agreement, shall constitute the entire agreement between Seller and Buyer concerning the subject matter hereof and shall supersede all prior oral or written representations, understandings and agreements with respect thereto. Notwithstanding any other document or record, whether in writing or electronic, relating hereto or to any Definitive Agreement pursuant to which the Purchase Order has been issued, the provisions of this Contract and such Definitive Agreement, if applicable, shall govern and any conflicting, inconsistent, or additional terms contained in such other documents or records shall be null and void. In case of any inconsistency, ambiguity or conflict between the terms of this Contract and the terms of any Definitive Agreement pursuant to which the Purchase Order has been issued, the terms of such Definitive Agreement shall control.

AstraZeneca
December 5, 2016