

**Envigo RMS, LLC**  
**Terms and Conditions of Sale**

**1. Applicability.**

(a) Envigo RMS, LLC, an Inotiv, Inc.<sup>1</sup> Affiliate<sup>2</sup>, acting by itself and/or by an Affiliate (“**Envigo**”), may offer to customer the following<sup>3</sup> Products and/or Services as may be further specified in an Envigo invoice, quotation, PQR, order acknowledgement, protocol, price list, statement of work or other commercial document issued by Envigo to customer (each an “**Envigo Document**”):

(1) Diet, bedding, and enrichment products and related services;  
(2) Biospecimens<sup>4</sup> and related services as well as anti-body and dosing services; and  
(3) rats, mice, rabbits, hamsters, and guinea pigs and related services (including products and services incorporating, containing, or derived from CRISPR, CRISPR-Cas9, Zinc Finger, B-NDG, and Biocytogen technologies (“**GEMS**”), which GEMS are additionally subject to and governed by separate Terms of Use or Label Licenses (“**GEMS Terms**”) in addition to these Terms). In the event of any inconsistency between such additional GEMS Terms and these Terms, the GEMS Terms shall prevail to the extent of the inconsistency.

Each of the foregoing in 1(a)(1, 2, and 3) are referred to herein as “**Products.**” Product related services and additional services (including, without limitation, anti-body and animal dosing services) are referred to herein as “**Services.**” All such sales of Products and/or Services by Envigo are governed by these Terms and Conditions of Sale (“**Terms**”), provided, however, that if at the time of customer’s order placement, a distribution agreement, master service agreement, and/ or supply agreement (each an “**Existing Master Agreement**”) signed by the Parties is still effective and expressly applies to the sale of the Products and/or Services ordered by the customer and covered by these Terms, these Terms shall not apply to such orders during the Existing Master Agreement’s term. Envigo and customer are each a “**Party**” and collectively constitute the “**Parties**”.

(b) The Envigo Document(s), any **Purchase Order Transaction Terms** (defined below) submitted by customer and accepted by Envigo, and these Terms comprise the entire agreement (the “**Agreement**”) between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, between the Parties with respect to such Products and Services. Any and all customer terms and conditions (including, without limitation, any which may be delivered by customer with any purchase order or other customer generated document) which are different than, inconsistent with, or purport to supplement these Terms and/or the applicable Envigo Document are rejected unless otherwise expressly agreed to by Envigo in a signed writing, provided, however, that the customer’s written “**Purchase Order Transaction Terms**” consisting of (1) the Product(s) and/or Service(s) ordered, (2) quantity ordered, (3) price, and (4) delivery location, are not rejected if Envigo accepts the order. Furthermore, specification in a purchase order of the date and method of delivery for Products or Services shall be binding on Envigo only if expressly accepted by Envigo in writing.

**2. Delivery of Products and Performance of Services.**

(a) Timeliness. Envigo shall make reasonable efforts to provide the Products and perform the Services in a reasonable timeframe in accordance with the Agreement. Unless expressly set forth in the Envigo Document, (1) any performance dates set forth are estimates only and the time of delivery is not of the essence. Envigo shall not be liable for any delay or non-delivery to the extent caused by (i) a Force Majeure Event, (ii) Envigo’s compliance with customer’s instructions, or (iii) customer’s failure to provide Envigo with adequate delivery instructions or other information or materials (including, without limitation import documents) necessary or reasonably requested by Envigo with respect to Envigo’s fulfillment of an order.

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<sup>1</sup> Envigo RMS, LLC is a Delaware (U.S.) limited liability company. Inotiv, Inc. is an Indiana (U.S.) corporation.

<sup>2</sup> “**Affiliate**” of a Person means any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. “**Person(s)**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity. The term “**control**” for purposes of this Agreement means the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise, including, without limitation, direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person, and “controlled by” and “under common control with” have correlative meanings.

<sup>3</sup> These Terms do not apply to: (1) non-human primate (“**NHP’s**”) sales and services and (2) PDX genetically engineered models (“**PDX GEMS**”) and related services. NHP’s and PDX GEMS and related services, if desired to be purchased by customer, shall be subject to the terms of a separately entered agreement.

<sup>4</sup> **Biospecimens** are materials derived from non-human biological material including, without limitation, tissues, serums (including antisera), biological fluids, ascites, and bone marrow.

(b) Order Processing. Questions regarding the dispatch location and scheduled shipment date of your diet, bedding, enrichment, Small Animal, or Rabbit order, as well as the applicable cut-off time for such order can be directed to customer service at CSDOrders@inotivco.com except that for EMEA and APAC customers such questions shall be directed to the applicable customer service email address as set forth in the applicable territory's product guide. Orders for unmodified models received after the applicable cut-off time and requested for delivery the following week may be assessed a late order fee, as well as expedited shipping charges, if applicable, if the order is accepted, in Envigo's discretion.

(c) Packing & Shipping. Unless otherwise expressly specified in the Envigo Document, Envigo shall prepare Products for delivery using Envigo's standard methods for packaging and shipping such Products.

(d) Partial Shipments. Envigo may, in its sole discretion, without liability or penalty, make partial shipment of diet, bedding, or enrichment Products to customer. Partial shipments may be made of animal models when requested by customer. Each shipment will constitute a separate sale, and customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of customer's purchase order.

(e) Import Clearance. Unless expressly specified in the applicable Envigo Document, customer assumes all responsibility for shipments of Products requiring any government import clearance.

(f) Delivery Acceptance. If customer fails to accept delivery of any Products or Service deliverables on the date that the Products or Service deliverables are delivered, or if customer notifies Envigo that it will not accept delivery on a date previously confirmed for delivery, or if Envigo is unable to deliver the Products or Service deliverables on the delivery date (or any date previously confirmed for delivery) because customer has not provided appropriate instructions, documents, licenses or authorizations (including import documents) : (i) risk of loss to the Products and Service deliverables shall immediately pass to customer; (ii) the Products and Service deliverables shall be deemed to have been delivered; and (iii) Envigo, at its option, may elect to either (A) store the Products and/or Service deliverables until customer picks them up or informs Envigo that it is ready to accept delivery, whereupon customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance), or (B) deem the event a customer cancellation, and, in addition to the amounts payable to Envigo for cancellation, customer may be charged by Envigo for Envigo's additional incurred transportation and other expenses related to the customer's acts or omission related to delivery acceptance (including, when applicable, euthanasia of animal models ordered).

(g) Cooperation. With respect to the Services, customer shall (i) cooperate with Envigo in all matters relating to the Agreement; (ii) respond promptly to an Envigo request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Envigo to perform Services or provide Products in accordance with the requirements of this Agreement; and (iii) provide such customer materials or information as Envigo may reasonably request to carry out its obligations in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects.

### **3. Restrictions on Use and Breeding.**

(a) Safe and Lawful Use. Any Products, including, but not limited to animal models, purchased from Envigo shall be used by customer in a safe manner in accordance with all applicable Laws and this Agreement.

(b) GEMS Specific Additional Restrictions. Any GEMS Product shall also be used in a manner consistent with the Terms of Use or Label Licenses applicable to such GEMS Product.

(c) General Restrictions. In acknowledgement of Envigo's proprietary rights in the genetic composition responsible for the unique genetic characteristics of animal models purchased from Envigo and descendants of those animals, including, without limitation, those derived by inbreeding, crossbreeding, or by any other reproductive technologies, modified and unmodified derivatives, as well as germplasm (collectively, "**Animals**") and Envigo's proprietary rights in non-animal Products, neither Animals, nor other Products (excluding Biospecimens) may be directly or indirectly:

(1) used for any commercial purpose, whether for cash or other consideration including, without limitation, for sale, resale, distribution, licensing, or for the use of the Products or any components thereof in manufacturing or to provide a product or a service for clinical, therapeutic, diagnostic or prophylactic purposes;

(2) bred, generated, cross-bred, reproduced (unless, when permissible, customer has separately entered a mutually signed breeding license with Envigo, and solely to the extent of rights granted in such breeding license); or

(3) provided to any third party or its agent for any reason, including, but not limited to, for the development of breeding colonies or the provision of other services with respect to such Products.

(d) Subject to the terms of the Agreement and expressly conditioned upon customer's timely payment of all amounts due to Envigo, the purchase of any non-GEMS Products (including Animals) or Services conveys to the customer a non-transferable, non-sublicensable, non-exclusive right to use the Product and Services and the components of the Products however **only in the customer's internal research** conducted by the customer (except for Biospecimens and Biospecimen Services such as in vivo antibody production, each of which may be used for purposes other than internal research) and specifically in accordance with the Envigo Document and these Terms.

(e) If customer fails to comply with the foregoing limitations, in addition to any other remedies available to Envigo, the license granted in subsection (d) will automatically terminate as will any existing warranty with respect to the affected Products and/or Services.

**4. Customer Requested Postponements & Cancellation; Pregnant Animal Policies.** Customer shall notify Envigo, in advance, of any requested order delivery postponements or order cancellations. Customer caused postponements and cancellations are subject to the Envigo remedies set forth in subsection 4(a) for order postponements, and in the applicable order cancellation policy for the applicable Product and/or Service for orders fulfilled from the applicable territory. Unless cancellation is expressly permitted in an Envigo Document or as otherwise detailed in an expressly applicable cancellation policy referenced herein, customer will remain liable to pay 100% of the applicable Product and/or Service price for any order, or portion of any order, cancelled by customer. In the event of multiple cancellation charges applicable to a single order, all such charges apply, provided, however, that no more than 100% of an order amount (plus applicable transportation, shipping, handling, and packaging, and per diem costs incurred and charges assessable) shall be charged upon cancellation. Envigo may modify its postponement, cancellation, or pregnant animal policy at any time, in its discretion.

**(a) Postponement Fees and Per Diem.** When Envigo's delay in shipment of an order including an Animal *is caused, in whole or in part, by customer*, Envigo may charge the customer:

- (1) the current per diem list price to hold any Animals subject to such postponement until a postponed order is shipped;
- (2) a shipment postponement fee of up to 25% of the original transportation price, determined in Envigo's discretion; and/or
- (3) a higher price for the Animal in consideration of the Animal's older age.

**(b) Order Cancellation.**

(1) Universally Applicable Cancellation Provisions.

(A) After Performance of Services. If customer requested Services including, but not limited to, testing, acclimation, vaccines, or treatments, are performed prior to Envigo's receipt of a customer request for cancellation, customer shall pay 100% of the price quoted or the total current list price, whichever is higher, for such Service(s) performed prior to Envigo's receipt of a customer request for cancellation.

(B) After Dispatch. Customer shall pay 100% of the order price for any Product order cancelled by customer after a shipment is dispatched.

(2) Orders Fulfilled from the United States. The following order cancellation policies in this subsection (b)(2) apply to orders that are primarily fulfilled, or to be primarily fulfilled, from Envigo operations in the United States:

(A) Animal Specific Provisions.

(i) Rabbits. This Rabbit order cancellation policy applies to the purchase of rabbits for standard ("off-the-shelf") orders and standing orders:

Cancellation policy charge:*	Number of days' notice given before the delivery date noted on the shipment order acknowledgment		
	No charge	50% charge	100% charge
(1) Rabbits 25 weeks or older**; or (2) Rabbits, of any age, ordered for international air delivery; or	35 days or more	11 days to 34 days	10 days or less

(3) Any Rabbit order for Rabbits 25 weeks of age or older, or of Rabbits of any age ordered for international air delivery, which order is reduced in quantity by customer by 20% or more.			
(1) Rabbits less than 25 weeks (excluding Rabbits ordered for international air delivery); or (2) Any Rabbit order of Rabbits less than 25 weeks (excluding Rabbits ordered for international air delivery) which order is reduced in quantity by customer by 20% or more.	20 days or more	Before order cut off through 19 days	After order cut off

\*Cancelled orders for timed mated, preconditioned, or surgically modified rabbits may be charged, in Envigo's discretion, at full (100%) price regardless of the amount of notice supplied.

\*\*Rabbits held for aging, which rabbits are older than 30 weeks at the time of cancellation, will be charged at 100% of the price of the age of the rabbit when cancelled.

(ii) Small Animal Models (Mice, Rats, Hamsters, Guinea Pigs).

a. Unmodified Small Animal models. Customer will be charged 100% of the cancelled order amount if customer requests cancellation of an unmodified (not surgically modified, aged, pre-conditioned, cryopreserved, or pregnant) Small Animal order after the applicable order cut-off date and time for the applicable location from which the order would be fulfilled.

b. Modified Small Animal models.

(I) Standard & Non-Standard. Standard & non-standard surgically modified Small Animals may be cancelled upon Customer's delivery of no less than fourteen (14) days' notice to Envigo prior to the scheduled surgery date for any portion of the applicable order. Non-standard surgical provisions (for which cancellation is not permitted) include, but are not limited to, 5/6 nephrectomy, myocardial infarction, transverse aortic constriction, and bile duct, intestinal, and telemetry procedures. Late cancellation of standard surgically modified Small Animals or non-standard Small Animal surgery orders shall be subject to a charge of 100% of the order price.

(II) Pre-conditioned animals. If Customer requests cancellation of a Small Animal pre-conditioned (facilitated through a barrier that requires project management oversight), including, without limitation, animals aged, subject to diet maintenance, subject to supplemental health monitoring, and/or otherwise pre-conditioned per Customer request, Customer shall remain responsible for charges for all Services performed and costs incurred through the date of Envigo's receipt of the cancellation notice.

(III) Cryopreservation. Cancellation of cryopreservation orders are solely permitted if such request is received by Envigo prior to commencement of rederivation. If cancellation is received later than this point, Customer shall be charged 100% of the order price.

(IV) Pregnant models. Cancellations of modified Small Animals are solely as expressly permitted in the Pregnant Animal Policy.

(B) Non-Custom Diet & Bedding. Non-Custom Diet & Bedding orders may only be cancelled, without charge to customer, if notice of cancellation is received by Envigo prior to Envigo's dispatch for shipment of the non-custom diet & bedding. Customer may be charged 100% of the order price if a cancellation request is received thereafter.

(3) Orders Fulfilled from Europe<sup>5</sup>. The following order cancellation policies in this subsection (b)(2) apply to orders that are primarily fulfilled, or to be primarily fulfilled via Envigo's operations in Europe:

(A) Animal Specific Provisions.

<sup>5</sup> In these Terms, the word Europe includes the United Kingdom.

(i) **Rabbits.** A 100% cancellation charge will apply to confirmed orders for rabbits which are cancelled by customer less than 10 weeks prior to the planned delivery date. However, if a confirmed order for rabbits over 18 weeks of age is cancelled at anytime then an automatic 100% cancellation charge will apply to the order. In both cases the cancellation fee (animal value only) will be based on the age of the animal at time of cancellation.

(ii) **Small Animal Models (Mice, Rats, Hamsters, Guinea Pigs).** Customer shall be charged, and shall pay the following charges (animal value only) which are based on the age of the animals (rodents and guinea pigs) at the time of receipt of customer's cancellation notice by Envigo for Small Animal Models (provided that cancellation is permitted as denoted below):

<b>Days before scheduled delivery in which Customer's notice of cancellation is received by Envigo</b>	<b>% of total order price payable by Customer</b>
14 days or more	80%
Less than 14 days	100%

Envigo will only accept cancellations for standard inventoried mice and rats under the following conditions:

- Inbred when less than or equal to 8 weeks of age.
- Outbred, hybrid and mutant when less than or equal to 6 weeks of age.

(B) **Non-Custom Diet & Bedding.** Non-Custom Diet & Bedding orders may only be cancelled, without charge to customer, if customer's notice of cancellation is received by Envigo prior to Envigo's preparation of the non-custom diet & bedding for shipment. Customer may be charged 100% of the order price if a cancellation request is received thereafter.

**(c) Pregnant Animal Policy.**

Envigo uses well-established techniques to successfully produce timed mated rats, mice, hamsters, guinea pigs, and rabbits. Envigo uses an impedance meter for determining the stage of estrus in rats.\* Timed mated rats and mice are determined by observation of a vaginal plug. Plug date for rodents is considered to be day zero (0) of gestation.

*\*For timed mated animals fulfilled from Envigo Affiliates in Europe, in general, animals are mated overnight from 16.00 until 08.00 hours. In case of timed-mating during the day, a surcharge of 50% is added to the pregnant animal price. In case a timed-mating (or preparation) set up on a holiday and / or a Sunday, Envigo will charge £ 100/Euro 120 per order. For rabbits the fee is £ 9,70 - Euro 10,70 per rabbits with a minimum charge of £ 115 / Euro 126,50 per order.*

Due to the natural variation in the length of gestation, the exact day of parturition cannot be guaranteed. In addition, Envigo cannot guarantee the minimum number or sex of offspring per litter.

Envigo may ship animals which are in late gestation if requested by customer\*\*, as they may deliver their litter while in transit. Requests for credit or replacement of animals shipped in late gestation per customer request may be declined in Envigo's sole discretion.

*\*\*For models fulfilled from Envigo Affiliates in Europe, the last stage of gestation for mice is over 17 days and for rats is over 18 days, each at shipping. To comply with UK guidelines, Envigo cannot ship rodents more than 17 days of pregnancy at packing when fulfilled from the UK. Pregnant animals shipped in the UK are transported in accordance with the (Animal Scientific Procedures) Act 1986 and EC 1/2005 Protection of animals during transport.*

Envigo does not guarantee that late term animals will not deliver in transit. If animals deliver while in transit, Envigo may charge the full order price.

If problems regarding gestational age or pregnancy are encountered, customers should immediately contact Envigo's customer service department and provide detailed information regarding the animals involved. Requests for credit and/or replacement animals may generally be declined by Envigo, in its discretion, if appropriate documentation is not supplied to Envigo.

<b>EXPECTED PREGNANCY RATE</b>
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Stock or strain	Timed mated < 13 days gestation (at shipping)	Timed mated ≥ 13 days gestation and over (at shipping)	Untimed pregnant ≥ 13 days gestation (at shipping)
Outbred mice / rats	*	90%	90% **
Inbred mice / rats	*	90%	90% **

\* Plug guarantee only; no guaranteed pregnancy. Plug date = Day 0.

\*\* Untimed pregnant rodents will be selected from our breeding colonies on the basis of palpation or visual confirmation. A variation of three to four days gestation can be expected. Envigo is not responsible for actual gestation and/or exact day of littering for untimed pregnant rodents.

To avoid charges, cancellations for timed mated rats, mice, guinea pigs, and hamsters must be received one week prior to mating date, however, cancelled orders for timed mated rabbits will be charged at full price regardless of the amount of notice supplied.

*For orders from Envigo's Affiliates in Europe, when ordering females with litter, customer should take into account that Envigo can't ship litters which are less than 3 days of age at packing. When animals are sourced from the UK, the minimum age of the litter must be at least 7 days at packing. If customer's research project requires such litters, Envigo recommends ordering timed mated pregnant rats and mice which can litter at customer's facility.*

## 5. Non-Delivery.

(a) The quantity of any installment of Products as recorded by Envigo on dispatch from Envigo's place of business is conclusive evidence of the quantity received by customer on delivery unless customer can provide conclusive evidence proving the contrary.

(b) Envigo shall not be liable for any non-delivery of Products (even if caused by Envigo's negligence) unless customer gives written notice to Envigo of the non-delivery within 5 business days of the date when the Products would in the ordinary course of events have been received.

(c) Any liability of Envigo for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

(d) Customer acknowledges and agrees that the remedies set forth in this section are customer's exclusive remedies for any non-delivery of Products.

**6. Shipping Term.** Unless otherwise expressly set forth in the Envigo Document, delivery of the Products or Service deliverables shall be made DAP (Incoterms 2020), subject to the following:

(a) Teklad Diet, Bedding, and Enrichment. Delivery costs are generally included in the per item cost however, for remote customers and rush orders, freight will be prepaid and added.

(b) Small Animals (Mice, Rats, Hamsters, Guinea Pigs). Freight costs may be prepaid and added if specified in the Envigo Document.

(c) Rabbits. Freight costs shall be prepaid and added.

However, for orders fulfilled for customers with delivery locations in EMEA or APAC freight is prepaid and added across all categories of purchases.

In addition, fuel surcharges will be charged if noted on the applicable Envigo Document.

**7. Title and Risk of Loss.** Unless otherwise expressly set forth in the Envigo Document, risk of loss and title to the Products and any Service deliverables shall pass to customer once the Products and Service deliverables, as applicable, are delivered to customer's facility.

**8. Customer's Acts or Omissions.** If Envigo's performance of its obligations under this Agreement is prevented or delayed by any act or omission of customer or its agents, subcontractors, consultants, or employees, Envigo shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

## 9. Inspection And Rejection Of Nonconforming Products and Services.

(a) Customer shall inspect the Products, and completed Services, for compliance with the applicable specifications within the following periods per category ("**Inspection Period**"):

<b>Category</b>	<b>Inspection Period from delivery of Products and from completion for Services</b>
Diet and bedding	7 calendar days
Mice, Rats, Hamsters, Guinea Pigs (excluding surgically modified)	7 calendar days, excluding weight which shall be inspected within 24 hours of delivery.
Rabbits (excluding surgically modified)	3 business days, excluding weight which shall be inspected within 24 hours of delivery.
Surgically modified Animals	24 hours, excluding weight which shall be inspected within 24 hours of delivery.
Biospecimens	14 calendar days
Completed Services	24 hours

Notwithstanding the foregoing, and solely with respect to any applicable specifications of Animal genetic status as well as virus, bacteria, fungi, and parasite status, the Inspection Period shall be 21 days from delivery. Although Envigo maintains control over its environment, breeding and maintenance operations and engages in a health and genetic Monitoring Quality Control Program, changes in genetic status as well as virus, bacteria, fungi, and parasite presence can occur. Genetic and environmental pressures can affect the general health of animals. Consequently, Envigo recommends that customers test and monitor Animals after delivery. If customer is unable to perform such monitoring and testing, Envigo may provide assistance to customer upon request at Envigo's rates. Any testing of the type discussed in this section must be commenced by customer no later than seven (7) calendar days after delivery of the Animals and shall be completed by customer no later than twenty-one (21) calendar days after customer's receipt of the Animals. Should customer receive delivery of Products, customer will not be entitled to return the Products to Envigo for any reason.

Customer will be deemed to have accepted the Products and Services, and waived any claim for breach of warranty, unless it notifies Envigo in writing (which may include e-mail to the applicable Envigo business contact) of any Nonconforming Products or completed Services during the applicable Inspection Period and furnishes such written evidence or other documentation as reasonably required by Envigo. "**Nonconforming Products or Services**" means only the following: (i) the Product shipped or Service completed is delivered in violation of Envigo's Limited Warranty and/or (ii) the Product's label or packaging incorrectly identifies its contents.

(b) If customer timely notifies Envigo of any Nonconforming Products or Services, and subject to the exclusions from Envigo's Limited Warranty, Envigo shall, in its sole discretion if it confirms that the Products or Services are nonconforming, (i) replace such Nonconforming Products with conforming Products or reperform such Nonconforming Services, or (ii) credit or refund the price for such Nonconforming Products or Services. Upon Envigo's request, with respect to Nonconforming Products, customer shall, if requested by Envigo, coordinate with Envigo, at Envigo's cost for shipment, for the return of the Nonconforming Products to Envigo's designated location or make the Nonconforming Products available for Envigo's inspection. If Envigo exercises its option to replace Nonconforming Products, Envigo shall (after receiving customer's shipment of Nonconforming Products in the circumstance when return is requested by Envigo, or following inspection where Envigo's inspection is requested) ship to customer the replacement Products pursuant to Section 6 and 7 at Envigo's shipping cost.

**(c) EXCLUSIVE REMEDIES. Customer acknowledges and agrees that the remedies set forth in subsection (b) are customer's exclusive remedies with respect to the delivery of, and breach of warranty with respect to, Nonconforming Products or Nonconforming Services. All sales of Products to customer are made on a one-way basis and customer has no right to return Products purchased under this Agreement.**

## 10. Price.

(a) **Pricing.** Unless pricing is set forth in an Envigo Document in which case such pricing shall initially apply for the time period set forth therein until or unless the pricing is changed by a subsequent Envigo Document or as otherwise permitted in this paragraph, Customer shall purchase the Products and Services from Envigo at the prices set forth in Envigo's price list in force as of the date of delivery dispatch of a Product or commencement of performance of the Service (each the "**Prices**"). As part of Prices, Envigo may additionally charge for the cost of testing and any certificates required for delivery (such as export veterinary certificates or certificates of origin). Notwithstanding the foregoing, and unless otherwise expressly provided in the applicable Envigo Document, Prices as well as related charges including, without limitation, shipping, handling, and packaging prices, may be modified by Envigo at any time in its reasonable discretion, due to events outside of Envigo's reasonable control such as supply chain disruptions, transportation cost increases, acts of government, or inflation. If Prices are increased by Envigo before delivery of the Products to a carrier for shipment to customer or before performance of the Services, then the Agreement shall be construed as if the

increased prices were originally inserted herein, and customer shall be billed by Envigo on the basis of such increased prices.

(b) Taxes, Packaging, Shipping, and Handling. All Prices are exclusive of all sales, use, and excise taxes, VAT, Good and Service Taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by customer. Customer shall be responsible for all such charges, costs and taxes; provided, that, customer shall not be responsible for any taxes imposed on, or with respect to, Envigo's income, revenues, gross receipts, personal or real property, or other assets. If the customer is tax exempt, then it will be the customer's responsibility to provide Envigo with written proof of the customer's tax-exempt status. Except as specified in Section 6, prices do not include, and the customer shall additionally pay applicable freight (including packing, handling, and shipping) charges, as well as fuel charges, denoted in Section 6.

## 11. Payment Terms.

(a) Except for new customers purchasing from an Envigo Affiliate in Europe, unless different payment terms are otherwise expressly set forth in the applicable Envigo Document, and subject to Envigo's approval of Customer's credit standing, customer shall pay all invoiced amounts due to Envigo within 30 days from the date of Envigo's invoice via methods acceptable to Envigo. Until or unless different payment terms are otherwise expressly set forth in the applicable Envigo Document, the payment term for new customers purchasing from an Envigo Affiliate in Europe, is cash in advance. If, an order is placed for the cross-border supply of Products or Services, or if, in the judgment of Envigo, customer's ability to pay is deemed uncertain, or there has been a materially negative change in customer's financial condition, Envigo may require a different payment term, require accelerated payment, require payment in advance, and/or require customer's provision of other assurances (including, without limitation, a Letter of Credit) that Envigo deems adequate before providing any Products or Services.

(b) Customer shall make all payments hereunder by ACH, Envigo accepted credit cards, or check in US dollars. However, for orders that are primarily fulfilled, or to be primarily fulfilled via Envigo's operations in Europe, amounts due by Customer shall be paid in the currency specified in the applicable Envigo Document.

(c) Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Envigo for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under this Agreement or at law (which Envigo does not waive by the exercise of any rights hereunder), Envigo shall be entitled to suspend the delivery of any Products or performance of any Services and stop Products in transit if customer fails to pay any amounts when due hereunder.

(d) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Envigo, whether relating to Envigo's breach, bankruptcy or otherwise. Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy Envigo has or may have, Envigo may set off or recoup any liability it owes to customer against any liability for which Envigo determines in good faith customer is liable to Envigo for, whether either liability is matured or unmatured or arises under this Agreement.

## 12. Limited Warranty.

(a) Unless a separate limited warranty or disclaimer of warranty is presented in the applicable GEMS Terms, in which case such statement in the GEMS Terms constitutes the entire warranty and disclaimer with respect to the GEMS Product, Envigo warrants to customer that at the time of delivery of a Product (except when delivery is undertaken by customer itself, by customer's contracted shipper, or at customer's risk, in which case, the Product warranty applies solely at the time of loading at Envigo's facility by the applicable courier and Envigo is not responsible for any Animal Product's specification compliance [other than genetic status] in such event following loading, including, without limitation, health status or physical condition upon delivery), and at the time of completion of a Service ("Warranty Period"), that such Products and completed Services will materially conform to the specifications set forth in the applicable Envigo Document (except for deviations therefrom caused by animal behavior) and that Envigo will perform the Services and prepare (and ship, when Envigo is responsible for shipment) the Product in compliance with applicable law ("Envigo's Limited Warranty").

(b) **EXCEPT FOR THE WARRANTIES SET FORTH IN SUBSECTION 12(A), ENVIGO MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (C) WARRANTY OF TITLE, OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY,**



**WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. WITHOUT LIMITING THE SCOPE OF THE FOREGOING, ENVIGO EXPRESSLY REITERATES THAT IT DOES NOT WARRANT OR REPRESENT THAT THE PRODUCTS OR THE RESULTS OF THE SERVICES WILL BE ACCEPTABLE TO ANY REGULATORY OR GOVERNMENTAL AGENCY TO WHICH THEY MAY BE PRESENTED OR THAT THE PRODUCTS OR THE RESULTS OF THE SERVICES WILL ENABLE THE CUSTOMER TO FURTHER DEVELOP, MARKET OR OTHERWISE EXPLOIT ANY PRODUCT OR SERVICE.**

(c) Customer must promptly inspect the Products and any Service deliverables timely and in accordance with Section 9. Failure of customer to properly and timely notify Envigo, in accordance with such section, of any claimed nonconformity, shall result in the customer's waiver of any claims pursuant to Envigo's Limited Warranty.

(d) Envigo shall not be liable for a breach of the warranty set forth in subsection (a) unless: (i) customer gives written notice of the non-conforming Products or Services, as the case may be, reasonably described, to Envigo in the period of time set forth in Section 9, and (ii) Envigo is given a reasonable opportunity after receiving the notice of breach of the warranty to either (1) examine such Products on-site and; or (2) customer (if requested to do so by Envigo) returns such Products (other than Animals) to Envigo's place of business at Envigo's cost for the examination to take place there; and (iii) Envigo reasonably verifies customer's claim that the Products or Services are non-conforming.

(e) Furthermore, Envigo shall not be liable for a breach of the warranty set forth in subsection (a) if: (i) customer makes any further use of such Products or Service deliverables after giving such notice; (ii) the defect arises because customer failed to follow Envigo's oral or written instructions as to the storage, use or maintenance of the Products or Service deliverables; or (iii) customer alters such Products or Service deliverables without the prior written consent of Envigo. With respect to (iii), any Product or Service deliverable that is delivered frozen must be stored in a freezer (generally minus 20 degrees Celsius), in accordance with industry standard for storage of such material, and consistent with any recommended storage instructions supplied by Envigo, prior to use of the material.

**(f) Subject to subsections (b)-(e) above, with respect to any Products or Services subject to a claim under the warranty set forth in subsection (a) or incorporated by reference into subsection (a), customer's sole remedy is as set forth in Section 9. SUCH REMEDIES ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND ENVIGO'S ENTIRE LIABILITY FOR ANY BREACH OF ENVIGO'S WARRANTIES SET FORTH IN THIS AGREEMENT.**

**13. Indemnification.** Customer shall indemnify, defend, and hold harmless Envigo (which includes its Affiliates) and the employees, officers, directors, managers, members, contractors, agents, successors, and permitted assigns of each (each, a "**Envigo Indemnitee**") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, assessments, costs, or expenses of whatever kind, including reasonable attorneys' fees, expert and other professional fees, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers ("**Losses**") arising out of or resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") alleging, or arising out of: (a) the research, development, modification, manufacture, distribution, use, handling, marketing, advertising, promotion, sales or other disposition by the customer, or any distributor, collaborator, customer, sublicensee, representative or agent of the customer, of or in relation to (i) any test articles and/or any other substances upon which the Services were performed or for which the Products were used, (ii) any product or service related to, or developed in whole, part, or combination from or with the Products or Services supplied by Envigo, or (iii) the Products or Services themselves, including, without limitation, bodily injury, death, or damage to real or tangible property resulting therefrom; (b) the customer's negligence, gross negligence, recklessness, intentional misconduct, or strict liability; (c) the customer's failure to comply with applicable law; (d) any breach by customer of any representation, warranty, covenant, or obligation in the Agreement; (e) personal injury related to contact with the Products (including, without limitation, animals) during visits to Envigo's facilities or after delivery of the Products to the customer; (f) any Product or Service specifications or materials supplied by customer to Envigo; and (g) the infringement, dilution, or other violation of any third party's intellectual property rights or unauthorized use or misappropriation of its know-how arising from the customer's use of the Products or Services. The Customer's obligation under this Section 13 applies in addition to any Indemnification obligation of customer set forth in any applicable GEMS Terms when customer purchases GEMS Products or Services.

#### **14. Limitation of Liability.**

**(a) IN NO EVENT SHALL ENVIGO (WHICH INCLUDES ITS AFFILIATES) MAINTAIN ANY RISK OR LIABILITY ARISING FROM OR IN CONNECTION WITH CUSTOMER'S, OR ANY THIRD PARTY'S, USE, RESEARCH WITH RESPECT TO, DEVELOPMENT, MANUFACTURE, DISTRIBUTION, SALES OR MARKETING OF (1) ANY TEST ARTICLES, DERIVATIVE, AND/OR ANY OTHER SUBSTANCES UPON WHICH THE SERVICES WERE PERFORMED OR WITH WHICH THE PRODUCTS WERE USED, (2) ANY PRODUCT, OR SERVICE RELATED TO**

THE PRODUCTS OR SERVICES SUPPLIED UNDER THESE TERMS OR DEVELOPED IN WHOLE, PART, OR IN COMBINATION WITH OR FROM THE PRODUCTS OR SERVICES SUPPLIED UNDER THESE TERMS, OR (3) THE PRODUCTS OR SERVICES.

(b) IN NO EVENT SHALL ENVIGO (WHICH INCLUDES ITS AFFILIATES) BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA, OR DIMINUTION IN VALUE OR GOODWILL, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, COSTS ARISING IN RELATION TO THE CUSTOMER'S USE, STORAGE OR MAINTENANCE OF PRODUCTS OR SERVICE DELIVERABLES OR ENVIGO'S BREACH WITH RESPECT TO THE TIMELY OR ACCURATE PROVISION OF THE PRODUCTS OR SERVICES) REGARDLESS OF WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, RECKLESSNESS, INTENTIONAL HARM, OR STRICT LIABILITY), OR OTHERWISE, OR PENALTIES, FINES, ASSESSMENTS, OR LIQUIDATED DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ENVIGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(c) IN NO EVENT SHALL ENVIGO RMS, LLC OR ANY AFFILIATE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE, RECKLESSNESS, INTENTIONAL ACTS OR STRICT LIABILITY), OR OTHERWISE, EXCEED THE AMOUNT PAID TO THE APPLICABLE ENVIGO ENTITY BY THE CUSTOMER FOR THE APPLICABLE PRODUCT(S) AND/OR SERVICE(S) UPON WHICH THE CLAIM AGAINST THE SPECIFIC ENVIGO ENTITY IS BASED IN THE SIX MONTH PERIOD PRECEDING ENVIGO'S FIRST RECEIPT OF NOTICE OF THE CLAIM, PROVIDED, HOWEVER, THAT ENVIGO MAY, IN THE EVENT OF A VALID CLAIM, IN ITS DISCRETION, DETERMINE TO (I) REFUND OR OFFER A CREDIT FOR SUCH AMOUNT OR (II) REPLACE SUCH PRODUCT AND/OR REPERFORM THE APPLICABLE SERVICE IN CONFORMANCE WITH THE APPLICABLE SPECIFICATIONS.

(d) THE LIMITATION OF LIABILITY SET FORTH IN SUBSECTION (B) SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

(e) If customer purchases GEMS Products or Services, the Limitation of Liability provisions of the applicable GEMS Terms shall apply in addition to these Terms.

**15. Termination.** In addition to any remedies that may be provided under the Agreement, Envigo may terminate this Agreement, any particular Envigo Documents and/ or any purchase order(s), with immediate effect upon written notice to customer, if customer: (a) fails to pay any amount when due under this Agreement after Envigo's provision of ten (10) business days' notice and customer's failure to cure during such period; (b) breaches any term of the Agreement, in whole or in part, after Envigo's provision of ten (10) business days' notice and customer's failure to cure during such period; (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors or (d) becomes, or its Affiliates, or either of their directors, employees, agents, or managers or direct or indirect owners, listed on an SDN list or otherwise becomes subject to Economic Sanctions which, in Envigo's reasonable judgment, impairs or creates additional legal or business risk with respect to the continuation of the Agreement or any particular Envigo Document or purchase order or otherwise breaches the Compliance with Laws section of this Agreement. Furthermore, unless a conflicting termination provision is expressly set forth in the applicable Envigo Document, Envigo may terminate this Agreement, any particular Envigo Documents and/or any purchase order(s), without cause, upon ten (10) business days written notice to the customer.

## **16. Compliance with Law.**

(a) **Compliance with Laws, Generally.** Envigo shall comply with applicable laws, rules and regulations applicable to Envigo's obligations under this Agreement in the jurisdiction from which the Products or Services are provided by Envigo (collectively referred to herein as "**Laws**"). Customer shall comply with all Laws applicable to customer's rights and obligations under this Agreement including, without limitation, relating to customer's receipt of and use of the Products and Services in the territory into which the Products or Service deliverables are delivered. Each Party shall maintain in effect all the licenses, permissions, authorizations, consents, and permits necessary to carry out its obligations and exercise its rights under this Agreement. Customer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any permitted resale (if any) of the Products by Customer.

(b) **Economic Sanctions and Embargoes Representation and Warranty.** To the customer's knowledge, customer (a) at the time of entry into this agreement is in compliance with all laws administered by the US Department of Treasury's Office of Foreign Assets Control ("**OFAC**") or any other governmental entity whose laws, rules, or regulations apply to this Agreement imposing economic sanctions and trade embargoes ("**Economic Sanctions Laws**") against designated countries ("**Embargoed Countries**"), regimes, entities, and persons (collectively, "**Embargoed Targets**"), (b) is not itself, nor controlled, directly or indirectly, by any person or entity presently subject to investigation under such laws, and (c) warrants that it will act in compliance with such laws during this Agreement. As of the date of publication of these Terms, the U.S. Department of the Treasury publishes a list of Sanctions Programs and Country Information here: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>. To the customer's knowledge, for 1 year prior to the date of this Agreement customer has not been an Embargoed Target or otherwise subject to any Economic Sanctions Law, and will not be during the Agreement. Customer shall promptly notify Envigo when (a) it or any of its Affiliates or its or their directors, officers, managers, employees, or agents becomes the subject of any such investigation, or (b) any person or entity who directly or indirectly owns or controls customer becomes the subject of any such investigation. Furthermore, to the customer's knowledge the monies used to fund customer's purchase of the Products and Services were not funded by or otherwise derived from (a) the government of, or any person or entity within, any country that is the target of Economic Sanctions Laws, or (b) any person or entity who is named on the list of Specially Designated Nationals and Blocked Persons or other similar lists maintained by any governmental entity whose laws, rules, or regulations apply to this Agreement pursuant to any Economic Sanctions Laws ("**Designated Person**"). The customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, the customer shall not (a) directly or indirectly export, re-export, transship, transfer, or otherwise deliver the Products or Services and related technology to an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

(c) **Economic Sanctions Ownership Status.** Neither Party nor any of its Affiliates or, to its knowledge, any director, officer, manager, or employee of such Party or any of its Affiliates is a person or entity who (a) is directly or indirectly owned or controlled by any person or entity currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by the Office of Foreign Assets Control, US Department of the Treasury ("**OFAC**") or other similar list maintained by any governmental entity whose laws, rules, or regulations apply to this Agreement (collectively, "**SDN List**"), or (b) is directly or indirectly owned or controlled by any person or entity who is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity whose laws, rules, or regulations apply to this Agreement. Each Party shall promptly notify the other Party when it or any of its Affiliates, or any of its or its Affiliates' directors, officers, managers, employees, or agents becomes directly or indirectly owned or controlled by any person or entity (a) included on the then-current SDN List, or (b) located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity whose laws, rules, or regulations apply to this Agreement.

(d) **Export Regulation.** The Products or any Service deliverables, including any software, documentation, and any related technical data included with, or contained in, such Products or any Service deliverables, and any products utilizing any such Products or Service deliverables, including any software, documentation, or technical data (collectively, "**Regulated Deliverables**") may be subject to US export control laws and regulations, and/or the export control laws and regulations of other governments from which the Products and/or Service deliverables may be delivered, including the Export Administration Regulations ("**EAR**") and the International Traffic in Arms Regulations ("**ITAR**"). The customer shall not, and shall not permit any third parties to, directly or indirectly, export, reexport, or release any Regulated Deliverables to any jurisdiction or country to which, or any Party to whom, or for any use for which, the export, reexport, or release of any Regulated Deliverables is prohibited by applicable law, regulation, or rule. The customer shall be responsible for any breach of this section by its, and its successors' and permitted assigns', Affiliates, employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers, and vendors. The customer shall comply with all applicable laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, reexporting, or releasing any Regulated Deliverables. The customer shall provide prior written notice of the need to comply with such laws, regulations, and rules to any person or entity which it has reason to believe is obtaining any such Regulated Deliverables from the customer with the intent to export or reexport.

(e) **Compliance With Antiboycott Laws.** Each Party:

- (1) shall comply with all US antiboycott laws and regulations, including, but not limited to, the Anti-Boycott Act of 2018 and the Internal Revenue Code (collectively, "**Antiboycott Laws**"); and
- (2) shall not take any action that violates the Antiboycott Laws; and

(3) shall not, in connection with or relating in any way to this Agreement and without limiting the generality of the foregoing:

(A) refuse, or agree to refuse, to do business with Israel or any other nation or company subject to a boycott not endorsed by the United States;

(B) discriminate against, or agree to discriminate against, any person on the basis of race, religion, sex, national origin, or nationality *with the intent to comply with, further, or support an unsanctioned boycott*;

(C) furnish, or agree to furnish, information about the race, religion, sex, national origin, or nationality of another person *with the intent to comply with, further, or support an unsanctioned boycott*;

(D) furnish, or agree to furnish, information about business relationships with or in Israel or any other nation or company subject to a boycott not endorsed by the United States; or

(E) implement letters of credit containing terms or conditions which are prohibited by the Antiboycott Laws.

(f) **Anti-Bribery.** Each Party represents and warrants to the other Party that:

(1) to its knowledge, it and its Affiliates and each of their officers, directors, employees, agents, and anyone acting on its behalf (collectively, the "**Representatives**") are in compliance with all applicable anti-bribery and anti-corruption laws, including the US Foreign Corrupt Practices Act and the UK Bribery Act 2010 (collectively, the "**Anti-Bribery Laws**").

(2) to its knowledge, neither it nor any of its Representatives has, directly or indirectly, offered, paid, promised, or authorized the giving of money or anything of value to any (A) Government Official, (B) person or entity, or (C) other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given, or promised, directly or indirectly, to a Government Official or another person or entity, for the purpose of: (i) influencing any act or decision of such Government Official or such person or entity in their official capacity, including a decision to do or omit to do any act in violation of their lawful duties or proper performance of functions; or (ii) inducing such Government Official or such person or entity to use their influence or position with any Government Entity or other person or entity to influence any act or decision; each in order to obtain or retain business for, direct business to, or secure an improper advantage for itself (including its Affiliates).

(3) to its knowledge, neither Party nor to its knowledge any of its Representatives: (A) is a Government Official or employs any Government Official or Close Family Member of any Government Official; or (B) has a personal, business, or other relationship or association with any Government Official or Close Family Member of any Government Official who may have responsibility for or oversight of any business activities of such Party any of its Affiliates, other than any relationships or associations that have been disclosed in writing to the other Party.

(4) to its knowledge neither it nor any of its Representatives is or has been the subject of any investigation, inquiry, or enforcement proceeding by any court, governmental, administrative, or regulatory body, or customer regarding any violation or alleged violation of any Anti-Bribery Law.

(5) for purposes of this Agreement: (A) "**Close Family Member**" means (i) the individual's spouse; (ii) the individual's and the spouse's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, and first cousins; (iii) the spouse of any persons listed in subcategory (ii); and (iv) any other person who shares the same household with the individual; (B) "**Government Entity**" means (i) any national, state, regional, or local government (including, in each case, any agency, department, or subdivision of such government); (ii) any political party; (iii) any entity or business that is owned or controlled by any of those bodies listed in subcategory (i) or (ii); or (iv) any international organization, such as the United Nations or the World Bank; and (C) "**Government Official**" means (i) any director, officer, employee, agent, or representative (including anyone elected, nominated, or appointed to be a director, officer, employee, agent, or representative) of any Government Entity, or anyone otherwise acting in an official capacity on behalf of a Government Entity; (ii) any political party, political party official, or political party employee; (iii) any candidate for public or political office; (iv) any royal or ruling family member; or (v) any agent or representative of any of those persons listed in subcategories (i) through (iv).

(6) it has adopted and maintains adequate policies, procedures, and controls to ensure that it has complied and is in compliance with all applicable Anti-Bribery Laws, including at a minimum policies and procedures relating to prevention of bribery, accounting for financial transactions, due diligence on third parties, and training of personnel.

(g) **Data Privacy.** Inotiv, Inc. and its Affiliates' (including Envigo) privacy policy is posted at: <https://www.inotivco.com/privacy-policy/>. If either Party exchanges personal data of a data subject covered by the UK GDPR or EU GDPR, the Schedule 1 Data Protection Schedule shall apply to such exchanges. If either party exchanges personal data of a data subject covered by the California Consumer Privacy Act of 2018, the Schedule 2 Data Protection Schedule shall apply to such exchanges.

**17. Confidential Information.** All non-public confidential or proprietary information of either Party, including but not limited to, specifications, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by one Party or its Affiliate ("**Disclosing Party**") to the other Party or its

applicable Affiliate ("**Recipient**"), and whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential ("**Confidential Information**"), provided that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' breach of this Agreement; (ii) is obtained by Recipient or its Representatives on a non-confidential basis from a third-party that, to Recipient's knowledge, was not legally or contractually restricted from disclosing such information; (iii) was rightfully in Recipient's or its Representatives' possession free of any obligation of confidence prior to Disclosing Party's disclosure hereunder; or (iv) was or is independently developed by Recipient or its Representatives without using any Confidential Information. Confidential Information also includes the facts that the Parties have entered this Agreement and that Confidential Information has been disclosed; and the fact that any terms, conditions, or arrangements have been discussed between the Parties. Recipient shall use the Confidential Information solely for the purpose of fulfilling its responsibilities and exercising its rights under and in relation to the Agreement, and shall not disclose such Confidential Information other than to its Affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, consultants, attorneys, accountants, and financial advisors (collectively, "**Representatives**") who: (a) need access to such Confidential Information for the purpose of exercising a Party's rights or fulfilling a Party's obligations under the Agreement; (b) are informed of its confidential nature; and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained in this section. Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using no less than a commercially reasonable degree of care. Recipient will be responsible for any breach of this Agreement caused by its Representatives. Recipient agrees to notify Disclosing Party in writing within 5 business days of any misuse or misappropriation of the Confidential Information of Disclosing Party that may come to Recipient's attention. If Recipient or any of its Representatives is required by applicable law, regulation, rules of the stock exchange on which the securities of the Recipient is traded, or a valid legal order to disclose any Confidential Information, Recipient shall notify Disclosing Party of such requirements, if legally permitted to do so, so that Disclosing Party may seek, at Disclosing Party's expense, a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that it is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment. Notwithstanding the foregoing, any disclosures pursuant to this section shall continue to remain subject to the confidentiality and non-use obligations of this Agreement. On Disclosing Party's request, Recipient shall, at Disclosing Party's discretion, promptly return to Disclosing Party or destroy all Confidential Information in its and its Representatives' possession, and, at Disclosing Party's written request, certify in writing the destruction of such Confidential Information; provided, however, that Recipient may retain one (1) physical copy of any materials containing the Confidential Information for the purposes of monitoring its legal and regulatory obligations under this Agreement and shall not be required to delete such copies, and copies electronically archived in a secure manner, until the ordinary course deletion thereof. Recipient shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information. The rights and obligations of the Parties under this section expire seven (7) years after the date that the Confidential Information was disclosed; provided that with respect to Confidential Information that constitutes a trade secret under applicable law, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives. Recipient acknowledges and agrees that any breach of this Agreement will cause irreparable harm and injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to seek equitable relief as a remedy for any such breach. Recipient waives any claim or defense that Disclosing Party has an adequate remedy at law in any such proceeding. Nothing in this section shall limit the equitable or available remedies at law for Disclosing Party.

**18. Force Majeure.** Envigo shall not be liable or responsible to the customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing under this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Envigo's reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, weather, disease, epidemic, pandemic, or explosion; (c) war, insurrection, invasion, hostilities and terrorist threats or acts (whether war is declared or not), and other civil strife, riots, acts of civil or military authority, and acts of animal activism; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power, (i) unavailability of expected commercial delivery services (whether by land, sea, air, or otherwise) at commercially reasonable prices, (j) failure or impairment of Envigo's usual sources of supply, and (k) other events beyond the reasonable control of Envigo. Envigo shall give notice of the Force Majeure Event to the customer, stating the period of time the occurrence is expected to continue. Envigo shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Envigo shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If Envigo's failure or delay remains uncured for a period of 30 days

following written notice given by it under this section, either Party may thereafter terminate the applicable order or this Agreement upon delivery of no less than 14 days prior written notice to the other Party.

**19. Assignment.** Unless expressly set forth in an Envigo Document, customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Envigo. Any purported assignment or delegation in violation of this section is null and void. No permitted assignment or delegation relieves customer of any of its obligations under this Agreement. Notwithstanding the foregoing, either Party may assign this Agreement without consent of the other Party to its successor in interest by way of merger, acquisition, or sale of all or substantially all its assets.

**20. Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**21. No Third-Party Beneficiaries.** Unless expressly set forth in an Envigo Document or applicable GEMS Terms, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

## **22. Applicable Law And Venue.**

(a) Transactions with US formed Envigo entities. These Terms, the applicable Envigo Documents and all matters arising out of or relating to the Agreement, whether sounding in contract, tort, or statute, are governed by, and are to be construed in accordance with, the laws of the State of Indiana in the United States of America without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Indiana, in circumstances where the Envigo Document is generated by an Envigo legal entity in the USA. Any legal suit, action, or proceeding arising out of or relating to this Agreement when such legal action, suit, action or proceeding arises from or relates to Envigo Document's generated by an Envigo legal entity in the USA shall be instituted in the federal courts of the United States of America or the courts of the State of Indiana in each case located in the City of Indianapolis and County of Marion, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(b) Transactions with Envigo's Affiliates in Europe. These Terms, the applicable Envigo Documents and all matters arising out of or relating to the Agreement, whether sounding in contract, tort, or statute, are governed by, and are to be construed in accordance with the laws of England and Wales where the Envigo Document is generated by an Envigo legal entity outside the USA, without giving effect to any choice of law principle or international treaty that would dictate the application of the law of another jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement when such legal action, suit, action or proceeding arises from or relates to Envigo Document's generated by an Envigo legal entity in Europe shall be instituted in the courts of England, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(c) Exclusion of UN Convention on Contracts for the International Sale of Goods. Regardless of the territory of the applicable Envigo entity, the Parties agree that the United Nation Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**23. Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the Envigo Document or to such other address that may be designated by the receiving Party in writing. A mandatory copy of all notices to Envigo (with the exception of order cancellation or postponement notices) shall additionally be sent to Attention: General Counsel, 8520 Allison Pointe Blvd #400, Indianapolis, IN 46250, with a copy to legal@inotivco.com, however, for notices arising from orders fulfilled by Envigo Affiliates in Europe, such notices shall be sent to Legal Dept, Unit 2, Sovereign Court, Ermine Business Park, Huntingdon, Cambridgeshire PE29 6XU, United Kingdom, with a copy to legal@inotivco.com. For notices arising from orders fulfilled from the United States, Order cancellation or postponement notices involving rabbits shall be sent to DL-Client-Services@inotivco.com and Order cancellation or postponement notices involving any other Products or Services shall be sent to CSOrders@inotivco.com. For orders fulfilled from Envigo's Affiliates in Europe, the applicable email contact for order cancellation or postponement notices for customer's territory are located in Envigo's catalogue for the applicable territory. All Notices shall be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has

complied with the requirements of this section, provided, however, that rejection or other refusal to accept delivery or the inability to deliver because of change of address where the other Party was not notified thereof shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

**24. Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**25. Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following sections: 1 (with respect to orders placed pursuant to this Agreement), 2(a)(liability limitation provision), 2(e - g) 3-14, and 16-28.

**26. Amendment and Modification.** Except for Purchase Order Transaction Terms accepted by Envigo, these Terms and Envigo Documents may only be amended or modified in a writing stating specifically that it amends these Terms and/or the Envigo Documents which writing is signed by an authorized representative of each Party.

**27. Waiver.** No waiver by either Party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by such Party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**28. Language.** This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language text shall prevail. Any notice given under or in connection with this Agreement shall be in the English language.

## **SCHEDULE 1**

### **EU & UK DATA PROTECTION SCHEDULE**

#### **DEFINITIONS**

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organizational measures:** as defined in the Data Protection Legislation.

**Data Protection Legislation:**

- a) To the extent that the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.
- b) To the extent that the EU GDPR applies, the law of the European Union or any member state of the European Union to which the customer or Envigo is subject, which relates to the protection of personal data.

**Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

**EU GDPR:** the General Data Protection Regulation (EU) 2016/679).

**EU Law:** the law of the European Union or any member state of the European Union.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

#### **1. DATA PROTECTION**

1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

1.2 The parties acknowledge that in entering into this Agreement and performing their respective obligations thereunder, each party may collect and process certain Personal Data, meaning information about identifiable individuals, pertaining to employees or representatives of each party. In this regard, each party may act as a data controller or data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation) in relation to the Personal Data of each other's employees or representatives.

1.3 Without prejudice to the generality of clause 1.1, the parties will ensure that they have all necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data for the duration and purposes of this Agreement.

1.4 Without prejudice to the generality of clause 1.1, each party shall, to the extent that the Data Protection Legislation applies to processing in relation to any of each other's employees or representatives Personal Data processed in connection with the performance of obligations under this Agreement:

(a) process that Personal Data only on the written instructions of the respective Data Controller unless the Data Processor is required by Applicable Laws to otherwise process that Personal Data. Where the Data Processor is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Data Processor shall promptly notify the Data Controller of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Data Processor from so notifying;

(b) ensure that it has in place appropriate technical and organizational measures, reviewed and approved by the Data Controller, to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal



Data confidential; and

(d) not transfer any Personal Data outside of the European Economic Area unless the following conditions are fulfilled:

- (i) appropriate safeguards are in place in relation to the transfer;
- (ii) the data subject has enforceable rights and effective legal remedies;
- (iii) the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;

(e) assist the Data Controller, at its cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Data Controller without undue delay on becoming aware of a Personal Data breach;

(g) at the written direction of the Data Controller, delete or return Personal Data and copies thereof on termination of the Agreement unless required by Applicable Law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause.

1.5 The Data Controller consents to the Data Processor appointing a third-party processor under this Agreement and the Data Processor shall promptly inform the Data Controller of the identity of the third-party processor. Data Processor confirms that it has entered or (as the case may be) will enter with the third-party processor into a written Agreement incorporating terms which are substantially similar to those set out in this clause. As between the Data Controller and the Data Processor, the Data Processor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.

1.6 Either party may, at any time on not less than thirty (30) days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

**SCHEDULE 2**  
**CALIFORNIA DATA PROTECTION SCHEDULE**

**1. Definitions.** The following definitions and rules of interpretation apply in this Agreement:

- (a) CCPA means the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199.95), the CCPA Regulations (Cal. Code Regs. tit. 11, §§ 7000 to 7102), and any related regulations or guidance provided by the California Attorney General. Terms defined in the CCPA, including personal information and business purposes, carry the same meaning in this Agreement.
- (b) Contracted Business Purposes means the services described in the Agreement for which Envigo receives or accesses personal information.

**2. Envigo's CCPA Obligations.**

- (a) Envigo will only collect, use, retain, or disclose personal information for the Contracted Business Purposes.
- (b) Envigo will not collect, use, retain, disclose, sell, or otherwise make personal information available for Envigo's own commercial purposes or in a way that does not comply with the CCPA. If a law requires Envigo to disclose personal information for a purpose unrelated to the Contracted Business Purpose, Envigo must first inform the customer of the legal requirement and give the customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- (c) Envigo will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the Contracted Business Purposes or another compatible operational purpose.
- (d) Envigo must comply with any valid and verified request or instruction requiring Envigo to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing.

**3. CCPA Warranties and Certification.**

- (a) Both parties will comply with all applicable requirements of the CCPA when collecting, using, retaining, or disclosing personal information.
- (b) Envigo certifies that it understands this Agreement's and the CCPA's restrictions and prohibitions on selling personal information and retaining, using, or disclosing personal information outside of the parties' direct business relationship, and it will comply with them.
- (c) Envigo warrants that it has no reason to believe any CCPA requirements or restrictions prevent it from providing any of the Contracted Business Purposes or otherwise performing under this Agreement. Envigo must promptly notify the customer of any changes to the CCPA's requirements that may adversely affect its performance under the Agreement.

Revised October 3, 2023