

RESOURCES:

GENERAL TERMS & CONDITIONS OF SALE ("TERMS AND CONDITIONS")

1.877.criver1 | www.criver.com | askcharlesriver@crl.com

Charles River Laboratories, Inc. and its affiliates ("**Charles River**") will provide the products ("**Products**") and services ("**Services**") described in the Charles River acknowledgment, quotation, protocol, or statement of work as applicable ("**SOW**") and Charles River's customer ("**Customer**") will purchase the Products and Services pursuant to the specifications contained in the SOW and in accordance with these Terms and Conditions. These Terms and Conditions will also apply to all future purchases of Products and Services by Customer.

1. Binding Character

All sales and/or purchases of Products and Services are (a) governed by these Terms and Conditions and (b) made expressly conditioned upon Customer's acceptance of these Terms and Conditions.

Customer's acceptance of delivery of Products or Services will be deemed agreement to the Terms and Conditions.

No other document attempting to negate or otherwise modify the terms hereof, including any purchase order or request for proposal or any deviating or supplementing standard terms and conditions of Customer, will be binding upon Charles River unless expressly agreed to Charles River in writing. Instead these Terms and Conditions, including any special terms and conditions set forth separately as supplemented by any applicable provisions of Applicable Law, shall exclusively govern the sale of Products and Services by Charles River. This also applies if Charles River delivers Products or provides Services despite being aware of conflicting or additional standard terms and conditions of Customer.

2. Provision of the Products and Conduct of the Services

Charles River will adhere to all laws, rules and regulations applicable to the provision of the Products and the conduct of the Services at the place of performance ("**Applicable Law**").

If an amendment to the SOW requires additional or different work on the part of Charles River, Charles River may agree to conduct such work and will be paid an amount mutually agreed to by the parties. Deviations from the SOW may be made in an emergency without Customer's approval, provided that Charles River uses commercially reasonable efforts to obtain Customer's verbal approval, which will be subsequently confirmed by Customer in writing. The parties acknowledge that during the course of performing the Services in accordance with the SOW, additional costs may be incurred by Charles River as a result of procedural changes, which do not amount to, or require a change in, the SOW, but which are deemed necessary by Charles River to successfully perform the Services, and which could not be foreseen at the time of the preparation of the SOW. If such procedural change occurs, Charles River will advise Customer prior to implementation and solicit Customer's agreement as to the necessity and additional cost thereof. If Charles River is unable to contact Customer in advance, Customer agrees that in order to maintain the integrity of the Services, Charles River may proceed accordingly, and be entitled to recover such additional costs from Customer upon presentation of an explanation of such procedural changes and the necessity thereof.

3. Restrictions on Use and Breeding

Customer understands that Charles River engages in a comprehensive health monitoring, bioexclusion and quality control program. Customer agrees the results of this program only provide retrospective information relating to the timing and effectiveness of sampling and that Charles River's program is not a substitute for customer's own health monitoring and bioexclusion practices. Charles River does not warrant the Products will be free of infectious agents or other defects at time of delivery. Charles River will provide assistance for monitoring and testing to Customer upon written request subject to the availability of such assistance and Customer paying the standard fees for such assistance.

Products will be used by Customer in a safe manner and in accordance with all Applicable Laws. Customer agrees and will ensure that all animals purchased from Charles River, descendants of those animals derived by inbreeding or crossbreeding, including unmodified derivatives of those animals or their descendants ("**Models**") will not be: (i) used for any purpose other than the internal research of Customer in compliance with Applicable Law, (ii) bred (for sale or otherwise) or provided to any third party for any use, or (iii) provided to any agent or other third party to provide breeding or other services, unless Charles River provides Customer with prior written authorization. For safety reasons, Customer will not, without the prior written consent of Charles River, return Products or shipping containers to Charles River.

The purchase of any Products conveys to Customer the non-transferable, non-sublicensable, non-exclusive right to internally use the Product and the components of the Products only in research conducted by Customer and specifically in accordance with the SOW. Customer cannot sell or otherwise transfer or make available to a third party the Products or their components or the Services for Commercial Purposes. "**Commercial Purposes**" means any activity for cash or other consideration including, but not limited to: (1) use of the Products or their components or materials made using the Products or their components in manufacturing, or to provide a service, information or data, or for clinical, therapeutic, diagnostic or prophylactic purposes or (2) resale of the Products or their components or materials made using the Product or its components, except by licensed distributors of Charles River, whether or not resold for use in research. The foregoing limitations are required by Charles River given the nature and sensitivity of the Products and Services provided by Charles River. To the extent that Charles River owns or controls (with the right to sublicense) patent rights or other intellectual property rights applicable to the Products or their intended use, those rights are licensed to Customer on a limited, revocable, non-exclusive, non-transferable and non-sublicensable basis only for the internal uses expressly permitted above and solely for the Products purchased. If Customer fails to comply with the foregoing limitations, in addition to any other remedies available to Charles River, the right of use granted under the preceding sentence will automatically terminate.

4. Compensation

Unless otherwise agreed to by the parties, prices will be as per the price list (if applicable, price of Models is based on highest weight range) on the day of delivery, and they do not include applicable taxes, packaging, insurance or shipment expenses. The price list may be reviewed by Charles River annually. Customer will pay Charles River as set forth in the SOW. All invoices are due and payable thirty (30) days from the date of the invoice without any deductions and Customer agrees to pay all invoices submitted. Customer will not withhold payment, assert a right of retention or set off any counterclaims unless Customer's counterclaims have been finally adjudicated by a competent court or have been acknowledged by Charles River in writing. All amounts not paid by Customer when due will accrue interest from the applicable due date until paid, at the highest rate permitted under Applicable Law. Charles River may also elect to cease or suspend the supply of the Products, any work on the Services or withhold required reports or other deliverables if Customer does not make payments when due and payable.

All applicable termination, delay or cancellation fees will be set forth in the current Research Models and Services catalog.

If in the judgment of Charles River, Customer's financial condition is precarious or there has been a materially adverse change in Customer's financial condition, Charles River will have the right to demand payment or other assurances which it deems adequate before providing any Products and Services.

5. Test Article

Customer will provide Charles River with sufficient amounts of compounds, materials, animals, substances, devices and protocols meeting relevant specifications, including health and genetic data ("**Test Articles**") with which to perform the Services. Customer will provide Charles River with complete and accurate data to apprise Charles River of the identity, strength, purity, stability, composition or other characteristics, proper storage and safe handling requirements of the Test Articles, including a Material Safety Data Sheet or equivalent documentation. Customer will certify to Charles River that the methods of synthesis, fabrication, or derivation of the Test Article have been documented. All costs associated with shipping the Test Articles to Charles River will be the responsibility of Customer, and Charles River will not be responsible for any loss, damage or destruction of the Test Articles while in transit. All Test Articles and Products used in connection with the Services will remain the property of Customer.

6. Reports

Charles River will keep complete and accurate records of the status and progress of the Services if, and as required by, the SOW. Charles River will furnish a report or data containing information as specified in the SOW. All reports will be prepared in the standard format of Charles River.

Neither Charles River nor Customer will publish any report or data prepared for Customer by Charles River without the prior written consent of the other party, which will not be unreasonably withheld.

If Charles River provides electronic access to the data, records, reports and other documentation and Customer elects to use such electronic access, the use of such electronic access will be governed by Charles River's standard access terms and conditions which are available on request.

7. Inspections

Upon reasonable advance written notice and during regular business hours, Charles River will permit Customer to visit the Charles River facilities where the Services are performed to monitor Charles River's performance of the Services, in compliance with Charles River's biosecurity measures, taking into account Charles River's business requirements and ensuring an uninterrupted course of business at Charles River's premises.

Charles River will notify Customer as soon as practical in the event of any regulatory inspection of Charles River's facilities that directly impact the Services provided to Customer.

8. Ownership

Any inventions, techniques and intellectual property, technology, commercial and industrial secrets, regardless of whether patented or registered, for providing the Products or performing the Services are, and will remain, Charles River's exclusive property including, but not limited to, present and future documentation, scientific and technical data, test procedures and other information that is owned or licensed by Charles River and is not developed hereunder. Charles River will have the right to use concurrent control data as part of its general historical database. Any data, discoveries or inventions developed or generated, which directly relate to any information or materials provided by Customer hereunder including, without limitation, new data, uses, processes or compositions, will be the exclusive property of Customer. Charles River agrees to assist Customer in securing any patents, copyrights or other proprietary rights in such data, discoveries or inventions, and to perform all acts that may be reasonably required to vest in Customer all right, title and interest in such data, discoveries or inventions, and Charles River will be compensated at its standard rates for such assistance. All costs and expenses associated with establishing Customer's rights therein will be Customer's responsibility.

9. Archiving

All reports and supporting documentation resulting from the Services are Customer's property ("**Materials**"). Except as otherwise set forth in the SOW, and if requested in writing by Customer, Charles River will retain the Materials for a period of one year following the date of any final report, or for such shorter period as may be required by Applicable Law. At the end of such period, Charles River will contact Customer to determine disposition of the Materials as follows: (a) extended storage of the Materials; (b) return of the Materials to Customer at Customer's expense or (c) disposal of Materials at Customer's expense. If Customer requests Charles River to continue to store the Materials and Charles River agrees, the cost for storage of the Materials will continue to be invoiced to Customer at Charles River's then current rates. If Customer fails to give such instructions, Charles River will notify Customer, and if instructions are not forthcoming within thirty (30) days of said notification, Charles River will have the option of continuing to store the Materials or returning the Materials to Customer at Customer's expense. Customer will be liable for storage charges until the Materials are returned to Customer. While the Materials are in transit to Customer, all risk of loss or exposure to the Materials will be borne by Customer.

If the Materials require special storage requirements, additional charges for storage will be assessed and invoiced to Customer. Invoices will be issued annually in advance and are due and payable upon receipt.

RESOURCES:

GENERAL TERMS & CONDITIONS OF SALE (“TERMS AND CONDITIONS”)

1.877.criver1 | www.criver.com | askcharlesriver@crl.com

10. Warranties

Customer warrants that it owns all rights, title and interest in the Test Articles furnished to Charles River and the intellectual property related thereto, and that Charles River's use of the Test Articles does not infringe any third party rights.

Charles River warrants that the Products and Services will conform to the specifications contained in the SOW and Applicable Law. Charles River does not warrant or represent that the results of the Services will be acceptable to any regulatory or governmental agency to which they are presented nor that the results of the Services will enable Customer to further develop, market or otherwise exploit the Test Articles or any other product or service.

THE WARRANTY BY CHARLES RIVER SET FORTH HEREIN IS IN LIEU OF ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OF THE PRODUCTS AND SERVICES FOR CUSTOMER'S PURPOSES, IMPACT OF THE PRODUCTS AND SERVICES ON CUSTOMER'S OPERATIONS, OR NON-INFRINGEMENT OF A PATENT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT.

Any claim for breach of this warranty must be made in writing to Charles River within ten (10) business days after the Products are delivered or the completion of Services, after which time the Products or Services will be deemed finally accepted.

Risk of loss and title to the Products will pass to Customer once the Products leave Charles River's facility or are delivered to a common carrier, as applicable.

11. Limitation of Liability

Charles River will not be liable for penalties or liquidated damages or for special, indirect, consequential punitive, exemplary or incidental damages of any type or kind (including, without limitation, lost profits) regardless of whether any such losses or damages are characterized as arising from breach of contract, breach of warranty, tort, negligence, strict liability or otherwise, even if Charles River is advised of the possibility of such losses or damages, or if such losses or damages are foreseeable.

Charles River's liability, regardless of the form of action, will be limited to actual and foreseeable damages and will not exceed the total price paid for the Products or Services pursuant to which such liability arises. Charles River will not be liable for any damages arising from, or in connection with, any decision by Customer or any third party to further research, develop or market the Test Articles or any derivative or product or service related thereto, or the use made of the Products, Services or Test Articles derivative or service related thereto.

Subject to the limitations set forth in this Section, if Charles River commits a breach of the warranty set forth above, Charles River's sole liability, and Customer's sole remedy will be for Charles River to replace the Products or issue a credit therefore, or conform the work or portion of the Services affected by the breach to the relevant specification.

12. Indemnities

Customer will defend, indemnify, save and hold harmless Charles River and its parent, subsidiaries and affiliates and their respective directors, officers, employees and agents from and against any claims, demands, suits, actions, causes of action, losses, damages, fines and liabilities, including reasonable professional fees (“**Claim**”) arising out of or in connection with or attributable to (a) the research, development, manufacture, distribution, use, sales or other disposition by Customer, or any distributor, collaborator, Customer, sublicense, representative or agent of Customer, of the Test Articles and/or any other substances upon which the Services were performed or any use made of the Products,

or (b) any infringement of any third party's patent or other intellectual property rights or unauthorized use or misappropriation of its know-how or trade secrets, or (c) Customer's gross negligence or willful misconduct, or breach of this agreement or (d) personal injury related to contact with the Products during visits to Charles River's facilities or after delivery of the Products to Customer, and will pay any costs and damages which, by final judgement, after exhaustion of all reasonable appeals, may be assessed against them, provided that Customer is given written notice of the Claims within five (5) days of the date of notice to Charles River and is given information, reasonable assistance and sole authority to defend and/or settle the Claim.

13. Insurance

Each party will have insurance sufficient to cover its interest or potential liabilities hereunder including, but not limited to, worker's compensation, if applicable, and comprehensive general liability.

14. Confidentiality

In the course of providing the Products or performing the Services, Charles River and Customer may exchange proprietary and confidential information. The parties will identify, in writing, such information as confidential and/or proprietary. If a party intends to disclose confidential information to the other party orally, the disclosing party will (i) alert the other party of the confidential nature of the disclosure prior to the disclosure and (ii) provide written notice to the other party of the confidential nature and contents of such disclosure within ten (10) days of the original disclosure. Each party will use its commercially reasonable efforts to maintain such information in confidence and will employ reasonable and appropriate procedures to prevent its unauthorized publication or disclosure unless required by Applicable Law to disclose such information. Neither party will use the other party's proprietary and/or confidential information for any purpose other than in performance of this Agreement. The obligations of confidentiality set forth in this Section will survive termination or expiration of this Agreement for a period of five (5) years.

The confidentiality provisions in this Section will not apply to any part of such information, which (i) is known to the receiving party at the time it was obtained from the disclosing party; (ii) is acquired by receiving party from a third party, and such third party did not obtain such information directly or indirectly from the disclosing party under obligation not to disclose; (iii) is or becomes published or otherwise in the public domain other than by violation of this Agreement by the receiving party; (iv) is independently developed by the receiving party without reference to or reliance upon the information provided by the disclosing party; or (v) is required to be disclosed by the receiving party to comply with applicable laws or governmental regulations; provided that the receiving party provides prompt written notice of such disclosure to the disclosing party and cooperates with the disclosing party's reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

15. Termination

Unless otherwise specified in the SOW, Customer will have the right to terminate the SOW at any time without cause upon thirty (30) days prior written notice to Charles River. In the event of such termination, Charles River will be paid for all Products provided or Services rendered through the effective date of termination, together with any additional expenses incurred in connection with the shutdown of the Services including, without limitation, any irrevocably committed costs and any cancellation or termination fee set forth in the SOW.

Either party may terminate these Terms and Conditions or SOW, as applicable, at any time upon thirty (30) days prior written notice to the other party, for material breach of the Terms and Conditions by the other party if such breach is not remedied to the non-breaching party's reasonable satisfaction within the thirty (30) day notice period.

Upon termination, neither party will have any further obligations, except that (i) the liabilities accrued through the date of termination and (ii) the obligations which by their terms survive termination, including the applicable confidentiality, record keeping, regulatory compliance, intellectual property and indemnification provisions of these Terms and Conditions, will survive termination.

16. Force Majeure

Except with respect to the payment of any amount due hereunder, neither party will be considered in default of the performance of any obligation hereunder to the extent that the performance of such obligation is prevented or delayed by fire, flood, earthquake, hurricane, explosion, disease, contamination, strike, acts of terrorism, war, insurrection, embargo, government requirement, civil or military authority, animal activism, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party.

17. Governing Law and Dispute Resolution

These Terms and Conditions and any dispute arising from or in connection with the sale of the Products and/or Services are governed by, and will be construed in accordance with, the laws of Delaware, excluding the United Nations Convention on the International Sale of Goods and without regard to any choice of law principle that would dictate the application of the law of another jurisdiction.

The parties will attempt to resolve through negotiations any controversy, claim, or dispute arising out of or in connection with these Terms and Conditions or its validity. If the negotiations are not successful, the controversy, claim, or dispute will be submitted to third-party mediation upon terms reasonably acceptable to the parties. If such claim, controversy or dispute is not resolved through mediation, upon written demand of either party, the claim, controversy or dispute will be submitted to arbitration. Such arbitration will take place in Boston, Massachusetts, will be conducted in English, and will proceed in accordance with the United Nations Commission on International Trade Law Arbitration Rules in force from time to time. A record and transcript of the proceedings will be maintained. Any award will be made in writing and in reasonable detail, setting forth the findings of fact and conclusion of law supporting the award. The determination of a majority of the panel of arbitrators will be the decision of the arbitrators, which will be binding regardless of whether one of the parties fails or refuses to participate in the arbitration. The arbitrators will decide on the recovery of the costs of the arbitration, except expert and attorneys' fees.

18. Miscellaneous

All notices from one party to the other will be in writing. Notices will be sent by internet transmission, overnight courier, or certified mail, return receipt requested. All notices will be effective upon receipt.

The business relationship of Charles River to Customer is that of an independent contractor and not of a partnership, joint venture, employer, agent or any other kind of relationship.

These Terms and Conditions, and the rights and obligations hereunder, may not be assigned or transferred by either party without the prior written consent of the other party.

These Terms and Conditions, together with the SOW, set forth the entire agreement and understanding between the parties, superseding any and all previous statements, negotiations, documents, agreements and understandings, whether oral or written, as to the subject matter hereof.

In the event that any one or more of the provisions contained in these Terms and Conditions is held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other term or condition, and all other terms and conditions will remain in full force and effect.

19. Intellectual Property

Charles River® and Charles River Laboratories® are registered trademarks of Charles River Laboratories, Inc. VAF/Plus®, VAF/Elite®, BlastoKit®, CD®, CD-1®, CFW®, EAD®, Gnoto-safe®, PRIA®, SHO®, THE POUND MOUSE®, Multiplexed Fluorometric ImmunoAssay® (MFA®), Laboratory Testing Management® and MAX-BAX® are registered trademarks of Charles River Laboratories, Inc. CDF™, CF-1™, Sew Easy™, ICM™ and LTM™ are trademarks of Charles River Laboratories, Inc. The SourceSM is a service mark of Charles River Laboratories, Inc. Sprague Dawley® is a registered trademark of Harlan Sprague Dawley, Inc., Indianapolis, IN. SD™ is a Harlan Sprague Dawley trademark. Fox Chase SCID® is a registered trademark of the Fox Chase Cancer Center. Fox Chase CB17™ is a trademark of the Fox Chase Cancer Center. HydroGel™ is a trademark of ClearH2O®. Immortomouse® is a registered trademark of the Ludwig Institute for Cancer Research. PinPort™ is a trademark of Instech Laboratories, Inc., Plymouth Meeting, PA, USA. TARGATT™ is a trademark of Applied StemCell. Polymerase Chain Reaction (PCR) analysis is performed pursuant to licensing arrangements with Roche Molecular Systems, Inc. and The Perkin-Elmer Corporation. Microsatellite analysis is performed pursuant to licensing arrangements with the Marshfield Clinic. Purina #5008 is a trademark of Nestle Purina Petcare Company. Research Diets is a trademark of BioDAQ®. genOway® is a registered trademark of genOway S.A., Lyon, France. OpenArray® is a registered trademark of Biotrove, Inc. RODAC™ is a trademark of Becton, Dickinson and Company. TaqMan® is a registered trademark of Roche Molecular Systems, Inc. © Charles River Laboratories, Inc., 2018.

20. Language

The parties acknowledge that they have required that the Terms and Conditions, as well as all documents, notices and legal proceedings executed, given or instituted pursuant to or relating directly or indirectly hereto, be drawn up in English.