

PURCHASE ORDER TERMS

These purchase order terms and the purchase order (the "Order"), together with any and all attachments and appendices incorporated therein, issued by Mustang Bio, Inc. ("Company") to the seller ("Provider") as identified on the Order (collectively, the "Agreement") govern the purchase of the Goods and/or Services (each herein defined) described in such Order. As used herein, the term "Party" shall mean either Company or Provider, as the context requires, and the term "Parties" shall mean both Company and Provider. This Agreement sets forth the entire understanding between the Parties with respect to the Services; provided however, if the Parties are parties to another written agreement governing the purchase of the Services ("Existing Agreement"), the terms of such Existing Agreement shall prevail to the extent this Agreement conflicts with such Existing Agreement. Provider's execution or commencement of performance hereunder constitutes Provider's acceptance of this Agreement. Except as otherwise set forth herein (including without limitation with respect to an Existing Agreement), this Agreement (i) supersedes all prior written or oral inquiries, proposals, agreements, negotiations or commitments pertaining to the provision of Services and (ii) shall prevail over any additional, inconsistent or conflicting terms of any purchase order, quotation, acknowledgment, confirmation or other document issued by Provider pertaining to the Services and any such terms shall be void and of no force or effect. Neither this Agreement, nor any amendment, modification, substitution nor supplement thereto is binding on Company unless and until signed by a duly authorized representative of Company. Any actions taken or not taken by Provider in anticipation of execution of this Agreement are taken at Provider's sole risk and expense. Unless expressly specified otherwise, Company is not obligated to purchase any amount of Services from Provider and is not obligated to purchase Services exclusively from Provider. The article and section headings contained in this Agreement are for reference purposes only and have no effect on the interpretation of this Agreement or its application.

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. The following defined terms are used in this Agreement and shall have the meanings set forth below. Any terms defined elsewhere in this Agreement shall be given equal weight and importance as though set forth in this Section. "Affiliate" shall mean any firm, corporation or other entity, however organized, that, directly or indirectly, controls, is controlled by or is under common control with an entity. For purposes of this definition, "control" shall be defined as ownership of a majority of the voting power or other equity interests of the entity under consideration. "Applicable Laws" shall mean any country, federal, state, provincial, commonwealth, cantonal or local government law, statute, rule, requirement, code, regulation, permit, ordinance, authorization, order, judgment or similar governmental requirement, including any interpretation or guidance documents relating to any of the foregoing issued by a relevant governmental authority, in each case to the full extent applicable to Provider, this Agreement or any Good or Service to be provided hereunder. Applicable Laws includes without limitation Anti-Corruption Laws. "Company Materials" shall mean all tangible material, or its intangible equivalent in unwritten or oral form, created directly or indirectly in performance of the Services, Provider's obligations hereunder or through use of Company Confidential Information, including without limitation all patent, copyright, trademark, trade secret and other proprietary rights therein. Company Materials may include without limitation any or all of the following, whether finished or unfinished: drafts, documents, writings, communications, plans, protocols, data, estimates, calculations, test results, specimens, schematics, drawings, tracings, studies, specifications, surveys, photographs, software (including without limitation the firmware, object code, source code and media, in machine readable and printed form, and any improvement, addition, modification or new version thereof), programs, reports, orders, maps, models, agreements and all derivative works thereof, ideas, concepts, discoveries, inventions, patents, know-how, negative know-how and improvements. Company Materials shall not include Provider Materials. "Company Requirements" shall mean without limitation (i) any of Company's safety, security and compliance rules, programs and policies as applicable to Provider or Provider's performance hereunder made available to Provider and, unless otherwise agreed in writing by Company, Company's publications policies; and (ii) those policies, codes, rules, standards, procedures and other governance documents of Company made available to Provider that are applicable to persons or entities conducting business with or for Company that set forth standards of conduct, including when

engaging in interactions with certain representatives of governmental authorities or other third parties, each as may be revised by Company from time to time in its sole discretion. "Company System" shall mean any computer system, network, telecommunication system, database, or other information technology environment owned, controlled, operated or maintained by Company or any Company Representative, including electronic mail, voicemail, networks, internet and intranet portals and the Company web. "Compensation" shall mean all consideration that, pursuant to this Agreement, may be received by Provider for performance of its obligations hereunder which may include Reimbursable Expenses. "Deliverable" shall mean all tangible and intangible property provided or to be provided by Provider or Provider's Representatives in performance of its obligations hereunder, whether explicitly required by Company or reasonably inferable from the nature of such obligations. "Effective Date" shall mean the date set forth on the Order as the date the Services are to commence and, if no such date is specified, then the date that Company issued the Order to Provider. "Goods" shall mean tangible personal property to be supplied by Provider or Provider's Representatives hereunder, including any packaging, shipping material, items or services necessary for, but incidental to, supply of such property. All Goods are Deliverables hereunder. "Provider Materials" shall mean proprietary methodologies, tools, models, software, procedures, documentation, know-how and processes owned or licensed by Provider independent of this Agreement which (a) are utilized by Provider in performing its obligation under this Agreement, (b) have been clearly identified to Company in writing as proprietary to Provider and not to be property of Company, and (c) were not designed or otherwise created for Company or based on, or derived from, any Company Confidential Information. "Reimbursable Expenses" shall mean those actual and necessary out-of-pocket costs, all without any increase or mark-up, that (i) are approved of or agreed to by Company and that Company is obligated to pay Provider in accordance with the terms of this Agreement; (ii) are substantiated by documentation in form and detail sufficient to meet the requirements of the taxing authorities for corporate tax purposes; and (iii) Provider reasonably and properly incurs in performing its obligations hereunder; provided, however, such costs shall (a) with respect to travel, only include travel (I) that is more than 80 miles one-way from Provider's office closest to where Provider's obligations are to be performed, (II) by reasonable modes via least costly routes and economy classes of transportation, and (III) includes reasonable costs for meals and lodging incurred for travel directly in connection with Provider's performance hereunder; and (b) not include travel time. "Representatives" shall mean, with respect to a Party, such Party's Affiliates and such Party's and its Affiliates' respective directors, officers, employees, agents and any other persons or entities (excluding the other Party or its Affiliates) who contribute to the performance of such Party's obligations under this Agreement. For purposes of this Agreement, Provider's Representatives shall include any and all Subcontractors and such Subcontractors' directors, officers, employees and agents and Company's Representatives shall include its or its Affiliates' collaborators and licensees. "Services" shall mean all necessary or required services, tasks, functions and other responsibilities and activities as set forth in, or reasonably inferable from, this Agreement or any Order issued hereunder to be governed by this Agreement, including the provision of Deliverables. "Service Levels" means the standards of performance to be met or exceeded by Provider in providing the Services. Service Levels are highest performance standards applicable to the Services unless otherwise set forth in the Service Level Schedule attached to an Order. "Service Location" means any premises and facilities where the Services will be performed. "Specifications" shall mean that portion of Company's overall objectives, of which Provider's performance hereunder is a part, consisting of the written requirements for Goods, Services, materials, equipment, systems, standards or workmanship, wherever located and whenever issued, for such overall objectives. "Subcontractor" shall mean any person or entity that has been retained to perform all or a portion of Provider's obligations hereunder.

1.2 Interpretation. Except where the context expressly requires otherwise, (a) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (b) the word "will" shall be construed to have the same meaning and effect as the word "shall", (c) the term "or" shall be interpreted in the inclusive sense commonly associated with the term "and/or", (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or

otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (f) provisions that require that a Party or the Parties “agree,” “consent” or “approve” or the like shall require that such agreement, consent or approval be specific and, unless expressly provided otherwise, in writing, whether by agreement, letter, otherwise (but excluding e-mail and instant messaging).

2. SHIPMENT, DELIVERY AND INSPECTION

2.1 Shipping Terms. Unless otherwise specified, Provider must ship all Goods FOB destination and include a packing slip, including the applicable Order number, on the outside of the container of each package shipped. If this Agreement is canceled in whole or in part because of Provider’s default, Company may retain or return any Goods received under this Agreement and without limiting Company’s other remedies, Provider must reimburse Company for (i) all costs of shipping or storing any returned Goods and (ii) any amount previously paid by Company for the returned Goods.

2.2 Inspection, Testing and Quality Control. Provider must have and maintain inspection and quality control systems appropriate for the supply of the Goods (including without limitation programs for documenting deviations, conducting investigations, and, with respect to Goods supplied hereunder, providing prompt notice to Company of deviations and investigations). All inspection records and other documents required by this Agreement or Applicable Laws must be kept intact and made available to Company upon reasonable request for a period of at least seven years after final delivery under this Agreement. If the Goods are raw materials, components or devices appropriate for use in manufacture of products intended for human use, Provider must notify Company prior to implementing changes to Subcontractors or changes to the manufacture of such Goods that are reasonably likely to affect the quality, safety, purity, identity or other critical attributes and allow Company to perform an assessment of Provider as necessary. Company may inspect or test the Goods at all reasonable times or places prior to final acceptance and Provider shall provide access to or, as appropriate, samples of Goods to support such. Company's inspection or testing, or lack thereof, shall not relieve Provider of its obligation to furnish conforming Goods. Provider must make repairs or replacements arising from any test or inspection at its sole cost and expense within the lead-time for the Goods.

3. CHANGES, DELAYS OR SUSPENSIONS

3.1 Change Orders. Company may, at any time and from time to time, make changes to Provider’s obligations under this Agreement, in each case as Company deems necessary (“Change Order”). Each Change Order shall be in writing and signed by Company. If Provider believes that the change is inequitable as to Compensation or schedule, Provider must submit within 10 days after receipt of a Change Order a written request to Company providing a detailed explanation of and reasons for any proposed adjustments to Compensation or schedule, accompanied by adequate supporting documentation. If Company does not receive such a request in accordance with this Article, Provider shall be deemed to have waived its right to make such request. Provider shall meet its obligations under this Agreement while such request is pending. Provider will not implement any change with respect to any Service or Good provided hereunder except pursuant to a Change Order executed by Company.

3.2 Delays and Suspensions. Company may delay or suspend all or any part of this Agreement by providing written notice to Provider. Provider's obligations to Company under this Agreement will remain in full force and effect despite the delay or suspension of this Agreement under this Section. If Company suspends this Agreement, Provider shall be entitled to compensation in accordance with the terms of this Agreement up to the date of suspension; provided, however, Company’s liability to Provider shall in no case exceed the compensation payable to Provider pursuant to this Agreement, as appropriately adjusted and without duplication of payment.

4. COMPENSATION AND PAYMENT

4.1 Compensation. In full consideration of the Provider's proper performance of the Services, Provider will perform its obligations under this Agreement for the Compensation set forth herein which Compensation may be based on pricing and rates set forth in this Agreement.

4.2 Invoices. Unless otherwise specified in an applicable Order, Provider shall, once each calendar month, submit to Company for payment a written or electronic invoice (as specified by Company) for amounts due and payable by Company for performance undertaken or milestone(s) achievement by Provider during the prior calendar month ("Invoice Month"). Unless otherwise specified in an applicable Order Provider shall submit such invoice for payment to the following address, or such other address as Company may from time-to-time specify to Provider pursuant to this Agreement. Mustang Bio, Inc., Attn: Accounts Payable, 95 Sawyer Road, Suite 110, Waltham, MA 02453, Email: ap@mustangbio.com. Company may require that Provider submit, through Company's or its designee's systems, its invoices in electronic format and, if so required, submittal using other systems or methods may result in rejection by Company, at its sole discretion. Provider shall include in each invoice all information reasonably requested by Company. Failure of Provider to submit any invoice within 120 days after the due date (as required by this Agreement and the applicable Order) for any such invoice shall constitute a waiver and release by Provider of a claim for, and Company's obligation to pay, any Compensation that should have been set forth in such invoice had it been submitted pursuant to the requirements of this Agreement and the applicable Order. Provider acknowledges that Company may, from time-to-time, change (including automate) one or more processes for requesting, sending notifications, acknowledging receipt, and submitting invoices for Services and, as part of those changes, use the software, networks, or solutions or services of Company or third parties to process information related to this Agreement ("Order Placement/Invoicing/Payment Processes"). Upon Company's request made from time-to-time, Provider shall cooperate with Company and its designated representatives' reasonable requests with respect to Order Placement/Invoicing/Payment Processes (including without limitation requests to transmit and receive and download electronically certain information related to ordering and invoicing hereunder), and Provider will use reasonable efforts to accommodate and comply with such requests and the Order Placement/Invoicing/Payment Processes, including those that utilize third party solutions or networks (each a "Supplier Network"). Each Party shall, at its own expense, provide and maintain the equipment, software and services necessary to effectively and reliably transmit and receive documents following the Order Placement/Invoicing/Payment Processes and, if any, using Supplier Networks. Company and its Affiliates are permitted, at no additional payment to Provider, to access and retain copies of Provider's information included in any Supplier Network. To the extent Order Placement/Invoicing/Payment Processes or Supplier Networks include or require the consent, and Provider so consents, to conduct transactions electronically, Provider agrees that any such transactions conducted electronically shall have the same validity and enforceability as if the transaction had been conducted in a paper-based document.

4.3 Disputes. If Company disputes any amount stated in an invoice, then Company will notify Provider in writing of the dispute and the basis therefor. Upon receipt of such notification, Provider shall submit a revised invoice stating only undisputed amounts. Upon resolution of disputed amounts, Provider shall submit an invoice pursuant to this Article for the amounts that the Parties mutually agree are no longer in dispute. Following receipt of an invoice stating only undisputed amounts ("Correct Invoice"), Company will pay Provider such amounts in accordance with this Article. Payment by Company does not constitute acceptance of Provider's performance hereunder or any admission of liability.

4.4 Offset. Company, without waiver or limitation of any other rights or remedies, shall be entitled to deduct any and all amounts owed by Provider to Company from any amounts due or owing by Company to Provider in connection with this Agreement.

4.5 Currency Management. The currency or currencies to be used for invoicing and payment of the Compensation under this Agreement shall be the currency or currencies as stated in the Order (the "Contracted Currency"). If the performance of Services by Provider will take place in more than one country and in which different currencies are

used, Company may elect to have a different Contracted Currency for each such country, which may be (i) the local currency for such country, (ii) the United States Dollar, or (iii) the Euro. No currency reconciliations shall be applied to any Contracted Currency.

4.6 Timing of Payments. Company shall pay Provider within 60 days following Company's receipt of a Correct Invoice. Company shall have no obligation to pay Provider any amounts stated on an invoice other than a Correct Invoice.

4.7 Taxes, Customs Fees and Import/Export Duties. The Compensation is inclusive of all applicable employment-related, consumer, use and other similar taxes (except Value Added Tax and sales tax), levies, duties, fees, and assessments which are legally enacted on or before the Effective Date, whether or not then in effect. Provider, not Company, shall be responsible for any and all taxes on any and all income Provider receives from Company under this Agreement. Provider shall list as separate line items any Value Added Tax or sales tax amounts which Provider seeks to pass through to Company under this Agreement including without limitation amounts which Provider may be charged by its Representatives and in-turn seek to pass through to Company. Provider shall reasonably cooperate with Company in recovering any such Value Added Tax from the relevant tax authority(ies) and shall only pass through to Company any Value Added Tax for which, under applicable laws, codes, or regulations, Provider is not permitted to seek recovery from taxing authority(ies). Provider shall maintain a transparent VAT recovery and verification process and, upon Company's request made from time-to-time, will permit Company to review and comment on that process and Provider will consider in good faith all comments provided by Company.

4.8 Withholding Tax by Company. In the event that Company reasonably determines that applicable laws, codes, or regulations require Company or its Affiliates to pay or withhold taxes with respect to any Compensation, Company and, as applicable, its Affiliates are permitted to withhold such taxes from the Compensation and, upon Provider's request, will furnish Provider with proof of payment of such taxes. If Company or its Affiliates pay or withhold taxes with respect to any Compensation, upon Provider's reasonable request, Company will cooperate with Provider in Provider's efforts to claim an exemption of taxes, obtain a refund of taxes withheld, or obtain a credit with respect to such taxes paid. Regarding taxes withheld on account of U.S. applicable laws, codes, or regulations, in order for Provider to secure an exemption from, or a reduction in, any U.S. withholding taxes, Provider shall provide to Company a properly executed IRS Form W-9 (in the case of a domestic recipient) or a properly executed IRS Form W-8 (in the case of a foreign recipient), as the case may be, for each type of payment to be made pursuant to the Agreement for which an exemption from, or a reduction in any, withholding taxes is claimed. Provider will provide such completed form(s) to Company within 10 days after the Effective Date of the Agreement (and, in any event, prior to payment of any amount due under the Agreement). In the event that such form(s) expires, or the form(s) previously furnished to Company is either incorrect, or does not apply to the type of payment to be made, due to a change in circumstances or otherwise, Provider shall timely furnish a new form(s) to Company prior to the payment of any such amounts in order to secure an exemption from, or a reduction in, any withholding taxes with respect to such payments. In the event that Company or any governmental authority retroactively determines that any payment made by Company to Provider pursuant to this Agreement should have been subject to withholding (or to additional withholding) taxes, and Company remits such withholding tax to the appropriate governmental authority, Company will have the right to offset such amount (including any interest and penalties that may be imposed thereon) against future payment obligations of Company to Provider or its Affiliates; provided however, that if no further payments or insufficient further payments are available against which offset may be pursued, Company may pursue reimbursement by any remedy (at law or in equity) available to it and Provider shall, upon demand from Company, promptly reimburse Company for any such amounts.

5. AUDITS

5.1 General. Upon reasonable request from Company made from time to time, Provider will cooperate with Company and its Representatives (whether in a virtual, remote, or in-person setting as indicated by Company) (i) in any Company-initiated investigations or Company-initiated inquiries related to the performance hereunder, the Services, or general compliance-related inquiries for which Provider or its Representatives may have relevant

information and (ii) to verify Provider's and its Representatives' compliance with Provider's obligations, representations and warranties set forth in this Agreement (including without limitation compliance with Applicable Laws and Company Requirements) and to investigate concerns raised regarding performance. Without limiting the foregoing, this cooperation may include interviews with one or more of Provider's Representatives and providing documents related to performance.

5.2 Records Retention and Access. Provider shall maintain complete and correct Records relating to the performance of its material obligations hereunder. "Records" means any form of recorded information (whether paper, electronic or other media) made or received evidencing performance of or compliance with (or nonperformance or noncompliance, as the case may be) the Agreement, Orders, or Services including without limitation recorded information in files, notes, books, accounts, invoices, payments, laboratory notebooks, emails, text or instant messages, voice messages, records related to standard operating procedures, system validation, time expended, tests performed, and materials procured by Provider in performing Services. Except to the extent expressly provided otherwise in this Agreement (including in any agreement supporting the performance or receipt of the Services (e.g., a quality agreement or safety requirements)) or Applicable Laws, Provider shall maintain Records for a period of no less than seven years after the expiration or earlier termination of this Agreement. Provider shall make available to Company and Company's Representatives at reasonable times and by reasonable methods (e.g., virtually, remotely, or in-person) Records for copy, review, audit and other business purposes and, as applicable, places during this period. Company shall and shall require its Representatives to maintain as confidential any Provider Confidential Information contained in Records consistent with Company's confidentiality obligations in this Agreement. If, as a result of any review or audit undertaken by or on behalf of Company, Company determines that Provider has overcharged Company under this Agreement, then Company may notify Provider of the amount of such overcharge and Provider shall (in addition to any and all other remedies that may be available to Company) promptly pay to Company the amount of the overcharge. If any such review or audit reveals an overcharge to Company of five percent (5%) or more under this Agreement, Provider shall (in addition to any and all other remedies that may be available to Company) reimburse Company for the cost of such inspection or audit.

5.3 Performance and Facilities Audits. Company and its Representatives shall have the right during normal business hours and after reasonable advanced notice to conduct reasonable audits (including without limitation, virtual or remote audits, at Company's sole discretion) of the activities of Provider related to the Services and Provider's performance thereof. Company shall and shall require its Representatives to maintain as confidential any Provider Confidential Information disclosed to Company or otherwise obtained by Company during such audits consistent with Company's confidentiality obligations in this Agreement. At no additional cost to Company, Provider shall cooperate with any audit conducted hereunder and make available to Company or its Representatives for examination and duplication all documentation, data and information relating to the Services provided hereunder. Provider shall permit Company and its Representatives to inspect (whether virtually, remotely or in-person, at Company's sole discretion) (i) the facilities where any Services are or will be performed; (ii) any equipment used or involved in the conduct of the Services; (iii) any Records and source documents; and (iv) other relevant information necessary to determine whether the Services are being conducted in conformance with this Agreement and Applicable Laws.

6. SUBCONTRACTORS AND REPRESENTATIVES

6.1 Responsibility for Representatives. Provider shall properly direct and control Provider's Representatives (including without limitation inspecting Subcontractors' performance for defects and deficiencies). Provider shall be responsible for (i) all conduct, actions and omissions of Provider's Affiliates and their respective Representatives; (ii) compliance by each of Provider's Affiliates and their respective Representatives with the requirements of this Agreement, including without limitation compliance with Company Requirements, to at least the extent that Provider would be responsible if it were performing directly; and (iii) management and coordination of the performance of all such Provider's Affiliates and their respective Representatives. Any breach of the terms or

conditions of this Agreement by any Provider Affiliate or their respective Representatives shall be deemed a direct breach by Provider of such terms or conditions.

6.2 Use of Subcontractors. Except to the extent approved in writing in advance by Company or to the extent expressly provided otherwise in the Order, Provider shall not have the right to subcontract all or any portion of Provider's performance obligations under this Agreement. Any performance by a Subcontractor in connection with this Agreement shall be pursuant to an appropriate written agreement between Provider and such Subcontractor containing obligations consistent with the requirements of this Agreement. Any such subcontract agreement, together with such other relevant information as reasonably requested by Company, shall be submitted to Company upon Company's request.

6.3 Notice of Subcontractor Breach. Provider shall provide Company with prompt written notice of all actual or potential disputes with Subcontractors, including, without limitation, breaches, defaults, insolvencies, defects in Subcontractor's Goods or Services, and work stoppages.

6.4 Labor. Provider shall be responsible for any labor interruptions (including without limitation labor interruptions due to picketing, hand-billing, boycotts or strikes) arising out of or related to its or its Representatives' acts or omissions.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall begin on the Effective Date and terminate pursuant to its terms (such period of time, the "Term"). Notwithstanding the foregoing, this Agreement shall remain in effect with respect to any Order(s) issued during the Term until the earlier of (i) completion of Provider's performance thereunder or (ii) expiration or termination of such Order pursuant to its terms or the terms of this Agreement.

7.2 Company's Right to Terminate. Company shall have the right to terminate this Agreement for convenience, in whole or in part, upon no less than 30 calendar days' prior written notice to Provider; such notice shall specify the date and extent of termination. Without limiting Company's other rights or remedies, Company shall have the right to terminate this Agreement immediately (i) upon written notice to Provider for failure of Provider to materially comply with the terms and conditions of this Agreement or (ii) as otherwise provided in this Agreement. In the event of any termination for cause by Company, Company reserves all of Company's rights and remedies available at law or equity.

7.3 Provider's Right to Terminate. Provider shall have the right to suspend performance of Services under this Agreement in the event Company fails to pay a Correct Invoice within 60 days after receipt of notice of such failure from Provider ("Payment Default Notification"). Provider shall have the right to terminate the Order that is the subject of a Payment Default Notification in the event Company fails to cure such payment default within 60 days after receipt of the Payment Default Notification.

7.4 Obligations Upon Termination. Within 30 calendar days after the effective date of a termination hereunder, Provider shall submit to Company a final invoice identifying any amounts Company may owe with respect to Services properly performed by Provider prior to the effective date of termination, and Company shall pay amounts that are due and owing subject to the terms of this Agreement. With respect to the termination, unless directed otherwise by Company, Provider shall (i) preserve, as applicable, and turn over to Company all Deliverables, whether in finished or work in progress form, in the possession or control of Provider or any of its Representatives; (ii) cooperate with Company in the orderly wind-down of activities; (iii) if Company elects to have the terminated Services performed by itself or a third party, cooperate with Company and, as applicable, the third party in the orderly transfer of the terminated Services; and (iv) cease incurring costs and shall take all reasonable actions to mitigate damages and costs incurred by reason of such termination.

8. PROPRIETARY RIGHTS

8.1 Ownership of Company Materials. Provider shall, and shall cause its Representatives to, promptly and fully disclose to Company all Company Materials. All Company Materials shall be the sole and exclusive property of Company whether the Services to be performed are completed or not. Provider agrees to and hereby does assign, and shall cause its Representatives to assign, to Company or Company's designee all right, title and interest in all Company Materials, including without limitation a work specially commissioned by Company, which is or is not protectable by copyright under Section 101 of the Copyright Act of 1976 (Title 17, United States Code). Provider shall ensure that, at no cost to Company, all of Provider's Representatives that contribute to any Company Materials have agreed in advance in writing that all right, title and interest in such contributions is assigned to Company or Provider, and that Provider's Representatives waive any droit moral or similar rights to object to modifications, adjustments or additions to their contributions.

8.2 Use of Company Materials. Company, its Affiliates and their respective Representatives may use Company Materials, in whole, in part or in modified form, for any purpose without restriction and without further compensation to Provider. Provider or Provider's Representatives shall not use Company Materials for any purposes other than as expressly set forth herein and to fulfill Provider's obligations hereunder.

8.3 Transfer of Company Materials. Provider shall make all necessary disclosures, execute, acknowledge and deliver all instruments and perform all acts necessary or desired by Company to effectuate the provisions regarding proprietary rights set forth herein.

8.4 Right to Use Deliverables. Unless otherwise agreed to in writing by Company, in the event and to the extent Provider Materials are, or Provider or its Representatives cause any intellectual property of a third party to be, incorporated into or required for the use of the Deliverables ("Incorporated Materials"), Provider agrees to grant, and hereby grants, to Company a perpetual, worldwide, irrevocable, fully paid-up, royalty-free, transferrable, sublicensable (through multiple tiers), non-exclusive license under such Incorporated Materials to use, reproduce, display, perform, distribute, prepare derivative works of, and otherwise exploit all Deliverables.

8.5 No Implied Rights. Except as expressly set forth in this Agreement, Company shall not be deemed to have granted Provider or any Provider Representative (by implication, estoppel or otherwise) any right, title, license or other interest in or with respect to any Company Materials and Provider shall not be deemed to have granted Company (by implication, estoppel or otherwise) any right, title, license or other interest in or with respect to any Provider Materials.

9. CONFIDENTIALITY

9.1 Confidential Information. Company or its Representatives may disclose to Provider or its Representatives, orally or in writing, or Provider or its Representatives may otherwise obtain, through observation or otherwise, Confidential Information. Provider must, and must cause its Representatives to: (i) maintain the confidentiality of and prevent the unauthorized disclosure of Confidential Information except as expressly permitted hereunder; (ii) protect all Confidential Information from disclosure through the use, maintenance, compliance with and enforcement of commercially reasonable technological, physical, and administrative controls; (iii) restrict the use of Confidential Information to the intended purpose of this Agreement; and (iv) only disclose Confidential Information to Provider's Representatives to the extent necessary or required for performance of obligations hereunder, provided that, prior to such disclosure, Provider or Provider's Representative (as the case may be) has clearly and completely conveyed the requirements of this Section to Provider's Representatives and ensured such requirements are understood and followed. If requested by Company, Provider shall secure written commitments from Provider's Representatives evidencing their agreement to comply with the confidentiality requirements of this Agreement. "Confidential Information" shall mean any and all information and materials of or regarding Company or its Affiliates or their respective licensees or collaborators disclosed by or on behalf of Company or its Affiliates or any of their respective Representatives, licensees or collaborators to Provider or any of Provider's Representatives, including

without limitation trade secrets, existing and future products, designs, business plans, business opportunities, finances, research, development, know-how, Company Requirements, Company Materials and other business, operational or technical information. As between Provider and Company, Company is the sole and exclusive owner of Confidential Information. To the extent third parties disclose to Provider or its Representatives any Confidential Information in furtherance of this Agreement, the obligations set forth in this Section (Confidentiality) shall apply to the same extent as if Company had disclosed such Confidential Information directly to Provider or its Representatives. The obligations set forth in this Section shall not apply to any portion of Confidential Information which (i) is or later becomes generally available to the public by use, publication or the like, through no act or omission of Provider or its Representatives; or (ii) Provider or its Representatives possessed prior to the Effective Date without being subject to an obligation to keep such Confidential Information confidential. In the event Provider becomes legally compelled to disclose any Confidential Information, except to the extent prohibited by law, it shall promptly provide Company with notice thereof prior to any disclosure, shall use its best efforts to minimize the disclosure of any such Confidential Information, and shall cooperate with the Company should Company seek to obtain a protective order or other appropriate remedy. Provider must return to Company or if instructed by Company, destroy all Confidential Information that was received in, or reduced to by Provider or its Representatives, tangible form, including without limitation all copies, translations, interpretations, derivative works and adaptations thereof, promptly upon request by Company.

9.2 Incidents. For purposes of this Agreement, the term "Incident" shall mean any actual or reasonably suspected: (1) unauthorized use, alteration, disclosure or theft of or access to Company's Confidential Information managed or controlled by or otherwise in the possession of Provider or one or more of its Representatives; (2) accidental or unlawful destruction of Company's Confidential Information managed or controlled by or otherwise in the possession of Provider or one or more of its Representatives; or (3) loss of Company's Confidential Information controlled by or in the possession of Provider or one or more of its Representatives, or (4) if applicable, unauthorized access of Company System, including without limitation, any of the foregoing described in (1) – (4) caused by or resulting from a failure, lack or inadequacy of security measures of Provider or one or more of its Representatives. Without limiting Company's rights or remedies hereunder, Company shall have the right to terminate this Agreement, in whole or in part, in the event of any Incident. Without limiting Provider's obligations regarding Company's Confidential Information, with respect to each Incident, Provider shall: (a) immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Incident, including without limitation performing a root cause analysis on the Incident, informing Company of the root cause analysis and remedial actions and schedule to prevent the same or similar Incident. Provider shall consider in good faith all comments that Company provides with respect to the investigation, remedial actions or schedule; (b) take all necessary actions to prevent, contain, and mitigate the impact; (c) without limiting any other notification obligations under the Agreement, provide notice to Company promptly ("Incident Notice"), but in no event later than twenty-four (24) hours, after Provider or its Representatives discovered or became aware of an Incident; the Incident Notice shall contain at a minimum the following information: (I) description of the Incident, including information related to what (if any) Company Confidential Information or applications, was the subject of or affected by the Incident; (II) actions taken by the Provider to remediate the Incident and any countermeasures implemented by Provider to prevent future Incidents; (III) the name and contact information of the Provider's staff member that can act as a liaison between Company and Provider; and (IV) any other relevant information (including indicators of compromise) that can help Company protect itself from the Incident; (d) collect and preserve all evidence concerning the discovery, cause, vulnerability, exploit, remedial actions and impact; (e) at Company's request, provide notice in a manner and format reasonably specified by Company to governmental authorities and/or affected individuals; (f) provide Company with: (i) weekly written status reports concerning mitigation and remediation activities and (ii) any documents and information reasonably requested by Company; (g) at Company's request, reasonably cooperate and coordinate with Company concerning Company's investigation, enforcement, monitoring, document preparation, notification requirements and reporting concerning Incidents and Provider's compliance with Applicable Laws and/or relevant industry standards; and (h) reasonably cooperate with Company in the event that

Company notifies third parties of the Incident. If a Information Security Requirements Schedule is incorporated into this Agreement, and there is a conflict between the terms of this Section and the terms in the Information Security Requirements Schedule regarding Incident notice, then the terms regarding Incident Notice hereinabove shall control.

10. COMPLIANCE WITH APPLICABLE LAWS AND ACCEPTED PRACTICE

10.1 Compliance with Applicable Laws and Company Requirements. Provider represents and warrants that it shall perform and shall cause Provider Representatives to perform its obligations under this Agreement in compliance with all Applicable Laws and Company Requirements.

10.2 Accepted Practice. Provider shall perform and shall cause Provider Representatives to perform its obligations in a professional, ethical and competent manner, using the degree of skill, diligence, prudence, timeliness, and foresight which would reasonably and ordinarily be expected from skilled and experienced professionals engaged in the provision of, and activities comprising, the Services (“Accepted Practice”).

10.3 Export Control. With respect to all transactions pertaining to this Agreement, Provider shall, and shall cause its Representatives to, comply with all applicable United States export control laws and regulations, including U.S. Export Administration Regulations and, as applicable, export control laws and regulations of other countries (collectively, “Export Control Laws”). Provider, on behalf of itself and its Representatives, acknowledges that certain Confidential Information and Company Materials may be subject to Export Control Laws and, with respect to all such Confidential Information and Company Materials, transfers, exports or re-exports by Provider and its Representatives must be in compliance with Export Control Laws. Provider shall not, and shall cause its Representatives not to, supply the Services hereunder from: (i) or, in a Restricted Country; (ii) a citizen or resident in a Restricted Country; or (iii) in the context of the U.S. export control laws and regulations, a foreign person unless they (x) are U.S. citizens, (y) currently hold permanent residency or have been granted political asylum or refugee status in the United States, or (z) are allowed to provide Services pursuant to a license granted by the U.S. Department of Commerce. For purposes of this Agreement, the term Restricted Country or collectively Restricted Countries shall currently include, but not be limited to Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria.

10.4 Employment Law. Without limiting the generality of Provider’s representation and warranty regarding performance in compliance with all Applicable Laws (including without limitation antidiscrimination laws and wage and hour laws) and Company Requirements for any performance required under this Agreement being performed in the United States of America and/or its territories, Provider shall be responsible for recruiting, interviewing, selecting, screening and, as the case may be, engaging or hiring all of its Representatives. Provider agrees that this Agreement shall be performed in compliance with the following, if applicable to Provider: the employee notice and related obligations found at 29 C.F.R. Part 471, Appendix A to Subpart A, Title VII of the Civil Rights Act of 1964; sections (1) and (3) of Executive Order No. 11625 relating to the promotion of Minority Business Enterprises; 41 C.F.R. §§ 60-1.4(a); Americans with Disabilities Act; Age Discrimination in Employment Act; Fair Labor Standards Act; Family Medical Leave Act, all Applicable Laws relating to income tax withholding, employment taxes, employee benefits (including without limitation the Patient Protection and Affordable Care Act (including the Health Care and Education Reconciliation Act of 2010), employer contributions, discrimination, harassment, retaliation, termination, and payment of overtime or wages, and all corresponding implementing rules and regulations, all of which, including without limitation the contract clauses required and regulations promulgated thereunder, are incorporated herein by reference. Provider shall hire, train, promote, compensate, transfer and administer all employment practices and terms and conditions of employment in compliance with Applicable Law and without discrimination on the basis of race, religion, color, sex (including pregnancy, childbirth, or related medical conditions), sexual orientation, gender identity, age, national origin, physical or mental disability, genetic information or covered veteran status. Provider acknowledges that its Representatives are not employees of Company, that it is responsible for providing any payments, wages or other benefits to its Representatives who provide Services under this Agreement, that Provider

will make all appropriate tax, social security, Medicare and other withholding deductions and payments, will provide and maintain valid worker's compensation insurance coverage in accordance with Applicable Law, will make all appropriate unemployment tax payments and, with respect to Provider's employees, will take any additional actions legally required to establish that they are Provider employees. Provider and Company are not joint employers for any purpose under this Agreement.

10.5 Government Contracts Flowdown Language. Provider agrees to comply with all statutory, regulatory, and contractual requirements to the extent applicable to Provider in the event Company qualifies as a prime contractor with the Federal Government. In furtherance thereof, (a) Provider will provide all required written certifications, representations, and disclosures and (b) Provider represents and warrants that it will comply with applicable requirements of the following provisions of Federal law, which are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein, including but not limited to, the following: (i) FAR [48 C.F.R.] 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Oct. 2010); (ii) FAR 52.203-13, Contractor Code of Business Ethics and Conduct (Oct. 2015); (iii) FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr. 2014); (iv) FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan. 2017); (v) FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun. 2016); (vi) FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul. 2018); (vii) FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug. 2019); (viii) FAR 52.219-8, Utilization of Small Business Concerns (Oct. 2018) (incorporating 15 U.S.C. § 637(d)(2) and (3)); (ix) FAR 52.222-21 Prohibition of Segregated Facilities (Apr. 2015); (x) FAR 52.222-26, Equal Opportunity (Sep. 2019) (incorporating Executive Order ("EO") 11246, as amended by E.O. 13672); (xi) FAR 52.222-35, Equal Opportunity for Veterans (Oct. 2015) (incorporating 38 U.S.C. § 4212 and 41 C.F.R. §60-300.5(a)); (xii) FAR 52.222-36, Affirmative Action for Workers with Disabilities (Jul. 2014) (incorporating 29 U.S.C. § 793 and 41 C.F.R. §60-741.5(a)); (xiii) FAR 52.222-37 Employment Reports on Veterans (Feb. 2016); (xiv) FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec. 2010) (incorporating E.O. 13496); (xv) FAR 52.222-50, Combating Trafficking in Persons (Jan. 2019) (incorporating 22 U.S.C. 7104(g)); (xvi) FAR 52.224-3 Privacy Training (Jan. 2017); (xvii) FAR 52.232-99 Providing Accelerated Payments to Small Business Subcontractors (Aug. 2013; and (xviii) HHSAR 352.222-70 Contractor Cooperation in Equal Employment Opportunity Investigations (Jan. 2010). Provider further represents that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal Agency. The Equal Opportunity Clause set forth in 41 C.F.R. parts 60-1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein, if applicable. In addition, but also only if applicable, Provider shall abide by the requirements of 41 C.F.R. §§ 60- 300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require affirmative action by covered prime contractors and subcontractors to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. To the extent that Company is required by contract with an agency of the U.S. Government, Provider will permit Company and the agency of the U.S. Government to evaluate, with respect to the Services, Provider's compliance with the United States Food and Drug Administration ("FDA") regulations and guidance, including those required to meet GLP, GMP or GCP standards. Provider acknowledges that U.S. Executive Orders and Laws, including but not limited to Executive Order 13224 and P.L. 107-56, prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Provider to ensure compliance with these Executive Orders and Laws. To the extent that the Services include laboratory services subject to Section 353 of the Public Health Service Act (Clinical Laboratory Improvement Act as amended), Provider shall comply with all applicable requirements of Section 353 of the Public Health Service Act (Clinical Laboratory Improvement Act as amended).

10.6 Inspections and Government Contact. To the extent that Provider is aware of meetings with or inspections by governmental authorities regarding or which could reasonably affect Provider's performance of Provider's obligations hereunder, Provider shall provide Company advance and timely notice of such. Provider shall provide Company with a reasonable opportunity in advance of submittal to comment on drafts of documents Provider is required to submit to governmental authorities pursuant to its obligations hereunder. Provider shall submit to Company copies of documents to be submitted to governmental authorities or insurance companies relating to Provider's obligations hereunder including without limitation reports of accidents or injuries occurring on Company's premises.

10.7 Gratuities; Debarment. Provider and its Representatives (i) will not offer or give to Company or any of its Representatives gifts, entertainment, payments, loans or other gratuities in order to or that may influence the award of a contract or obtain favorable treatment under any agreement with Company or its Representatives and (ii) will not use federal funds to influence or attempt to influence any employee of the United States Federal government or a member of Congress in connection with this Agreement. Provider shall at least once each calendar year during the Term conduct appropriate searches and inquiries to determine whether any of Provider's Representatives are the subject of a Disqualified Persons Process, Denied Persons Process, or Excluded Persons Process. Provider shall immediately notify Company upon its reasonable requests made from time-to-time, and upon Provider or Provider's Representative(s) becoming aware, of any inquiry concerning, or the commencement of any proceeding or disqualification that involves Provider or Provider's Representative(s) and a Disqualified Persons Process, Denied Persons Process, or Excluded Persons Process. Notice of or failure to provide such notice shall constitute a breach hereunder for which Company may terminate this Agreement immediately for default notwithstanding any right of Provider to cure.

10.8 Anti-Corruption. Provider represents, warrants and covenants, as of the Effective Date to and through the expiration or earlier termination of this Agreement, (1) that Provider, and, to the best of its knowledge, Provider's Representatives, owners, or other third parties acting for or on Provider's behalf (collectively, "Extended Representatives"), shall not, directly or indirectly, offer, pay, promise to pay, or authorize such offer, promise or payment, of anything of value, to any individual or entity for the purposes of obtaining or retaining business or any improper advantage in connection with this Agreement, or that would otherwise violate any Applicable Laws, rules and regulations concerning or relating to public or commercial bribery or corruption ("Anti-Corruption Laws") and (2) that Provider's books, accounts, Records and invoices related to this Agreement or related to any work conducted for or on behalf of Company or its Affiliates are and will be complete and accurate. Without limiting other rights or remedies, Company has the right to terminate this Agreement immediately (a) if Provider or Extended Representatives fails to comply with the Anti-Corruption Laws or with this provision or (b) if Company has a good faith belief that Provider or Extended Representatives has violated, intends to violate, or has caused a violation of the Anti-Corruption Laws. If Company requires that Provider complete a compliance certification, without limiting other rights or remedies, Company may also terminate this Agreement immediately if Provider (1) fails to complete a compliance certification, (2) fails to complete it truthfully and accurately, or (3) fails to comply with the terms of that certification. 10.9 Economic Sanctions. Neither Provider nor its Representatives are: (a) listed on the Office of Foreign Assets Control's ("OFAC") "Specially Designated National and Blocked Person List" ("SDN List") otherwise subject to any sanction program administered by OFAC ("U.S. Economic Sanctions") or (b) owned, controlled by or acting on behalf of, directly or indirectly, any person, entity, or government listed on the SDN List or otherwise subject to any U.S. Economic Sanction, or (c) as applicable, is subject to any European Union economic or financial sanctions. Provider and its Representatives have not and will not engage directly or indirectly in any transaction on behalf of Company or its Affiliates that could potentially violate applicable U.S. Economic Sanctions and, as applicable, any other country's economic and financial sanctions regime.

10.10 Anti-boycott Compliance. With respect to transactions pertaining to this Agreement, Provider and its Representatives will (i) comply with the anti-boycott laws and regulations as administered by the U.S. Department of Treasury and the U.S. Department of Commerce and (ii) refrain from agreeing to engage in activities that amount

to, or actually doing any of, the following (A) refusing to do business with an unsanctioned boycotted country, with or in Israel or with blacklisted companies; (B) discriminating against other persons based on race, religion, sex, national origin or nationality; (C) furnishing information about business relationships with an unsanctioned boycotted country, with or in Israel or with blacklisted companies; or (D) furnishing information about the race, religion, sex, or national origin of another person.

10.11 Disclosure Laws. Notwithstanding anything to the contrary in this Agreement, Provider acknowledges and agrees that (i) Company is permitted to publicly disclose information regarding this Agreement to comply with Applicable Laws (including without limitation the Physician Payment Sunshine Act (a provision of the Patient Protection and Affordable Care Act) and related requirements (collectively, "Disclosure Laws") and (ii) this information may include without limitation payments, or other transfers of value, made on behalf or at the request of Company to physicians, teaching hospitals, healthcare professionals, healthcare institutions, and other persons or entities that are the subject of the Disclosure Laws (each a "Disclosure Subject"). Provider agrees to promptly respond to, and cooperate with, reasonable requests of Company regarding collection of information regarding and compliance with Disclosure Laws. Provider shall collect and, no later than 30 days after each calendar quarter during the Term and no later than 30 days after the termination or expiration of the Agreement, submit in a format reasonably requested by Company the following information for each Disclosure Subject that, in connection with or as a result of performance of the Services, received payments or other transfers of value in the calendar year prior to the year in which such submittal is to be made hereunder: (a) the amounts, dates, and description of payments made to, or other transfers of value to, each Disclosure Subject; (b) the name, address, specialty(ies), and, if applicable, National Provider Identifier number of each Disclosure Subject; and (c) a description of the Goods or Services provided by each Disclosure Subject in return for such payments or transfers of value.

10.12 Manufacture and Content of Goods. Provider shall not use, and shall not allow to be used, any (i) cassiterite, columbite-tantalite, gold, wolframite, or the derivatives tantalum, tin or tungsten ("Initial Conflict Minerals") that originated in the Democratic Republic of Congo ("DRC") or an adjoining country, or (ii) any other mineral or its derivatives determined by the Secretary of State to be financing conflict pursuant to Section 13p of the Securities and Exchange Act of 1934 ("Additional Conflict Minerals", and together with the Initial Conflict Minerals, "Conflict Minerals"), in the production of the Goods. Notwithstanding the foregoing, if Provider or its Representatives uses, or determines that it or its Representatives have used, a Conflict Mineral in the production of the Goods, Provider shall promptly notify Company in writing, which notice shall contain a description of the use of the Conflict Mineral including without limitation whether the Conflict Mineral appears in any amount in the Goods (including trace amounts) and a valid and verifiable certificate of origin of the Conflict Mineral used. Upon Company's request, Provider must promptly provide information that demonstrates to Company's reasonable satisfaction that it undertook a reasonable country of origin inquiry and due diligence process with respect to the preparation of the aforementioned certificate of origin. Upon Company's reasonable requests made from time to time, Provider will reasonably cooperate with Company to enable Company to comply with its disclosure and reporting obligations with respect to the origin or content of, or manufacturing related to, the Goods (including without limitation with respect to Conflict Minerals) (such cooperation including without limitation assisting Company in conducting or validating "reasonable country-of-origin inquiry" and Provider or its Representatives completing and submitting to Company questionnaires or templates relating to the origin of Conflict Minerals).

10.13 Covered Individuals and Entities. The following are defined terms used herein: "Covered Individuals and Entities" (or, in the singular, "Covered Individual and Entity") shall mean any one or more of HCP, HCI, Payor, Purchaser, Healthcare Industry Professional Societies and Trade Association, and entities owned or operated by one or more HCP, HCI, Payor, Purchaser, or Healthcare Industry Professional Societies or Trade Association. Additionally, the capitalized terms used in the above definition are defined as follows: "Healthcare Industry Professional Societies and Trade Association" shall mean a non-profit or tax exempt healthcare industry organization seeking to further a particular profession, the interests of individuals engaged in that profession, or the public interest (examples of such include without limitation the American Society of Hematology, the North American Society for Dialysis and

Transplantation, the American Society of Hypertension, the American Cancer Society and the American Society of Clinical Oncology). "Healthcare Institution" or "HCI" shall mean a facility that provides health maintenance, or treats illness and injury and can include without limitation any hospital, convalescent hospital, dialysis center, health clinic, nursing home, extended care facility, or other institution devoted to the care of sick, infirm, or aged persons, and is in a position to purchase or influence a purchasing decision for any human therapeutic product marketed, distributed, or sold or any service related thereto provided by or on behalf of Company or any of its Affiliates (each a "Company Therapeutic Product"). "Healthcare Professional" or "HCP" shall mean any person licensed to prescribe Company Therapeutic Product, as well as anyone working for a person licensed to prescribe a Company Therapeutic Product and in a position to influence a purchasing decision, including without limitation physicians and other providers (e.g., nurses, pharmacists), dialysis providers, other office personnel. "Payor" shall mean an organization, including without limitation its directors, officers, employees, contractors and agents, whether private or governmental (e.g., Centers for Medicare and Medicaid Services, Veterans Administration), that provides medical and/or pharmacy plans for covering and reimbursing patients and/or Healthcare Professionals from medical expenses incurred including without limitation managed care organizations, pharmacy benefit managers, health maintenance organizations, other healthcare coverage providers, and any similar such organization. "Purchaser" shall mean individuals or entities, including without limitation wholesalers, pharmacies, and group purchasing organizations, that purchase a Company Therapeutic Product to sell to members of the Healthcare Community or that are authorized to act as a purchasing agent for a group of individuals or entities who furnish healthcare services. In the event one or more Covered Individual and Entity contributes to or performs any of Provider's obligations hereunder, payments made by or on behalf of Provider to each such Covered Individual and Entity or other compensation or consideration received by each such Covered Individual and Entity on account of its contributions to or performance of any of Provider's obligations hereunder shall (a) comply with all Applicable Laws, (b) represent fair market value, (c) not be determined in a manner that takes into account the volume or value of any future business that might be generated between the Parties, and (d) not be construed to require a Covered Individual or Entity to promote, purchase, prescribe, or otherwise recommend any Company products being marketed or under development. If Provider is or becomes a Covered Individual and Entity or is or becomes owned, operated or controlled by one or more Covered Individual and Entity, Provider shall notify Company of such and, after receipt of such notification or upon Provider becoming a Covered Individual and Entity, Provider agrees that Company shall have the right, upon notice to Provider and without further agreement or acknowledgement of Provider, to modify the terms of this Agreement as Company determines, in its reasonable discretion, is necessary or required to comply with Company's or, as applicable, one or more of its Affiliate's requirements for interactions with a Covered Individual and Entity (including without limitation conformance of the Compensation to fair market value and imposition of additional reporting or documentation obligations). Additionally and without limiting any other rights or remedies of Company, if on or after the Effective Date, Provider is or becomes a Covered Individual and Entity or is or becomes owned, operated or controlled by one or more Covered Individual and Entity, Company shall have the right to terminate this Agreement immediately or, in its sole discretion, suspend Provider's performance hereunder by notice to Provider, and Company shall not be liable to Provider for any costs, expenses, or losses arising out of such termination or suspension. For purposes of this Section, "owned, operated or controlled" shall mean that one or more Covered Individual or Entities is in a position to direct or control the performance of Provider's obligations hereunder, or that one or more Covered Individuals or Entities is in a position to direct or control Provider's management or operations, including, without limitation, when a Covered Individual or Entity owns a majority of the voting power or other equity interests in Provider.

10.14 Provider Conduct. Company shall have the right, at any time, to terminate, in whole or in part, this Agreement immediately upon written notice to Provider if, at any time during the Term of this Agreement, Provider and/or Provider's Representatives (a) is charged or indicted with any felony or crime involving moral turpitude, (b) is convicted or pleads "no contest" to any felony or any crime involving moral turpitude, (c) if the Services include Select Services (defined below), makes any public statement or commits any public act disparaging of Company or Company's products, or (d) if the Services include Select Services, acts or fails to act (or it becomes known during

the Term that prior to the commencement of the Term, Provider and/or Provider's Representatives acted or failed to act) in a way that brings Provider, Provider's Representatives, Company or Company's products into public disrepute or ridicule, or which insults or offends community standards, or which might injure or reflect badly on Company or Company's products (and, for avoidance of doubt, termination pursuant to this Section shall be a termination for cause). In the event of any termination based on this Section, without limiting any other rights or remedies, (i) any amounts payable by Company hereunder shall be subject to reduction and offset for any damages caused to Company resulting from Provider's and/or Provider's Representatives' conduct that is contrary to this Section, (ii) to the extent that Company pre-paid any amounts (e.g., paid for Services before they were rendered or completed, paid a retainer, or made a payment at the beginning of the year for the entire year) to Provider, Provider will promptly reimburse the applicable pro-rated amount to Company, and (iii) if the Services include Select Services, (A) upon notice to Provider, Company may suspend Provider's performance of all or any part of the Services during Company's investigation of statements or acts of Provider that Company, acting in good faith, reasonably suspects could be of the nature set forth in subsections (c) or (d), above and (B) Company may demand that Provider, and if so demanded, Provider shall, cease making such statements or engaging in such conduct. The term "Select Services" shall mean Services that include the following: Lobbying; Provider or its Representatives acting as Company's or one or more of its Affiliates' agent; Provider or its Representatives making statements on behalf of, or acting as a spokesperson for, Company or its Affiliates or making statements regarding Company or its Affiliates' human therapeutic products, campaigns or capabilities.

10.15 Business Continuity and Resilience. "Business Continuity Programs" means a program providing for all of the following: (i) an ongoing, continuous improvement program to identify and address the impacts of Business Interruption Incidents; (ii) establishing priorities for planning and recovering from each Business Interruption Incident; (iii) developing, maintaining and implementing recovery plans and strategies that adequately address each Business Interruption Incident; and (iv) identifying and training personnel (personnel who will implement the plan) with expertise in incident and crisis management, business recovery, information systems, information technology, and disaster recovery. "Business Interruption Incidents" means and includes circumstances, events or other conditions (both natural or manmade) that are reasonably likely to or actually do contribute to or result in disruption to Provider's or its Representatives' ability to perform its obligations under the Agreement or any Order pursuant to the terms of the Agreement or applicable Order(s). Provider will participate in regular reviews of Business Continuity Programs conducted by Company. In addition to and without limiting other obligations of Provider hereunder (e.g., any information security requirements), Provider will maintain expertise and measures to mitigate against, prepare for and, without limiting any specific times or services levels specified herein, within commercially reasonable response times and service levels, respond to and recover from Business Interruption Incidents. Provider will use expertise and methods including risk identification and management measures to mitigate the risk and impact from Business Interruption Incidents and these disciplines will include without limitation emergency management, crisis management, business continuity, disaster recovery, and information security. Provider will periodically complete a review of the completeness and effectiveness of its business continuity plan and revise the business continuity plan as reasonably necessary to address observations or shortcomings. Upon Company's request, Provider will submit to Company, in a format reasonably specified by Company, information regarding Provider's plans and resources for mitigating the impact on supply of Goods and/or Services of Business Interruption Incidents and Provider will discuss with and consider in good faith Company's requirements for and comments regarding such plans and resources. Provider will promptly notify Company, but in no event later than 24 hours, after Provider or its Representative(s) discovers or becomes aware of or should have become aware of a Business Interruption Incident or does implement, or should have implemented, its business continuity plan. This notice must include at a minimum the following information: A description of the Business Interruption Incident and any actions taken or planned to be taken by Provider in response to the Business Interruption Incident; the name and contact information of Provider's point of contact; and any other information Company should be aware of to mitigate damage to Company or its Affiliates. Upon reasonable request from Company, made from time to time, Provider will submit to Company documentation evidencing in reasonable detail Provider's and its Representatives' compliance with the requirements of this section

and Provider will promptly consider in good faith any comments made by Company with respect thereto. Without limiting other rights or remedies of Company or its Affiliates or Provider's other obligations or liabilities, during any period of time that Provider is unable to materially perform its obligations hereunder or provide the Services due to or arising out of an Business Interruption Incident plus any additional reasonable period of time to transition back to Provider's performance of all of the Services impacted by the Business Interruption Incident (each such period, an "Interruption Event Downtime Period"), Provider will reimburse Company all reasonable costs paid or payable by Company or its Affiliates to third parties that enable Company's and its Affiliates' receiving of substitute goods or services during the Interruption Event Downtime Period plus fifteen percent (15%) ("Business Continuity Reimbursement"). In no event shall Company be required to pay Provider, or shall Provider be entitled to receive, any Compensation on account of Services that are impacted by the Business Interruption Incident that do not meet the requirements of this Agreement (including without limitation not meeting schedule or quality). During an Interruption Event Downtime Period, although Provider may be performing some of the Services, Company and its Affiliates may engage third parties to provide substitute goods or services that are redundant but reasonably necessary to ensure continuity of and mitigate impact to Company's or its Affiliates' business and this redundancy will not form the basis for reduction of the Business Continuity Reimbursement. The Business Continuity Reimbursement represents liquidated damages for loss of a bargain and is not a penalty.

11. REPRESENTATIONS AND WARRANTIES

11.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party as follows: (i) The person signing this Agreement on behalf of such Party has the power and authority to enter into this Agreement and to bind such Party; (ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the requisite action on the part of such Party; (iii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein do not and shall not constitute (a) a material breach, conflict with or default under any other agreement, whether written or oral, by which such Party or any of its material assets are bound; or (b) an event that would, with notice or lapse of time, or both, constitute such a breach, conflict or default; and (iv) Each Party is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete its obligations hereunder.

11.2 Representations and Warranties of Provider. Provider represents and warrants to Company as follows: (i) Provider and Provider's Representatives are fully and properly licensed, qualified, experienced, equipped, organized and financed to perform all of Provider's obligations hereunder; (ii) Provider's performance of its obligations and supply of Services will meet all Applicable Laws and comply with Company Requirements, meet the requirements set forth in the Order, conform with all applicable Specifications, be free from material defects, errors and deficiencies; and, to the extent required hereunder, meets current Good Manufacturing Practices; (iii) Persons performing Services on behalf of Provider or its Representatives do not appear on, and are not associated with, any name or entity on the U.S. government's U.S. Department of Commerce Entity List and Denied Persons List, the U.S. Department of Treasury Specially Designated National and Blocked Persons List or the U.S. Department of State Debarred parties List ("Denied Persons Process") and (b) as applicable, do not appear on the European Commission Service for Foreign Policy Instruments consolidated list of persons, groups and entities subject to EU financial sanctions from the EU Financial Sanctions Database or any other applicable countries (e.g., Canada, Singapore) sanctions list(s). Provider acknowledges that the above-referenced links are for reference purposes only and are subject to change by the applicable governmental authority. Accordingly Provider is responsible for accessing the most currently available lists to comply with the requirements of this Section; (iv) Provider and its Representatives (a) are not located in, will not use Company Confidential Information or Company Materials from within or to support any activity in, and are not, and are not acting on behalf of any country or territory that is subject to U.S. export restrictions, previously defined as the Restricted Countries and (b) will not export, re-export, transfer, retransfer or release, directly or indirectly Company Confidential Information or Company Materials to any Restricted Country or in violation of the Export Control Laws, if applicable, without first completing all required undertakings (including

obtaining any necessary export license or other governmental approvals); (v) Neither Provider nor any Provider Representatives have violated or are in violation of the anti-boycott laws or regulations as administered by the U.S. Department of Treasury and the U.S. Department of Commerce, and does not participate in international boycotts of any type; (vi) Neither Provider nor any Provider Representatives contributing to or in connection with performance hereunder is presently or has ever been: (a) the subject of a debarment action or is debarred pursuant to Section 306 of the U.S. Federal Food, Drug, and Cosmetic Act of 1938, as amended, or other applicable local law; (b) the subject of a disqualification proceeding or is disqualified as a clinical investigator pursuant to 21 C.F.R. § 312.70; or (c) the subject of an exclusion proceeding or excluded from participation in any federal health care program under 42 C.F.R. Part 1001 et seq. (“Disqualified Persons Process”); (vii) Neither Provider nor any Provider Representatives contributing to or in connection with performance hereunder is, as of the Effective Date through the expiration or termination of this Agreement, (a) excluded, debarred, suspended, or otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs including without limitation Medicare, Medicaid, or other U.S. Federal or State health care programs or (b) has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared (“Excluded Persons Process”); (viii) The performance of Provider’s obligations and each Deliverable or any part thereof, or the import, sale, distribution or the use thereof, do not and will not infringe any patent, copyright, trade secret or other proprietary right of any third party; (ix) Provider has full right to transfer all Deliverables, and that there are no liens, claims or encumbrances of any kind whatsoever against any Deliverables; (x) To the extent Deliverables incorporate software, such Deliverables, and any parts thereof, shall be free from Viruses. “Viruses” shall mean (i) program code or programming instruction or set of instructions intentionally designed to disrupt, disable, harm, interfere with or otherwise adversely affect computer programs, data files or operations, or (ii) other code typically designated to be a Trojan horse, worm, backdoor or other term customarily considered to be a Virus; and (xi) If Provider is a health care entity, such as a hospital, pharmaceutical company, medical device manufacturer, or clinical laboratory or Covered Individuals or Entities will contribute to Provider’s performance obligations hereunder, Provider represents and warrants that it has an operational healthcare compliance program (“Provider’s Compliance Program”) that: (a) governs all of Provider’s Representatives; (b) is consistent with the U.S. Federal Sentencing Guidelines for effective compliance programs; (c) is consistent with applicable compliance program guidance (e.g., U.S. Department of Health Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers (68 Fed. Reg. 23731) (May 5, 2003)); (d) includes systems and processes reasonably designed to protect the security, confidentiality, and integrity of Confidential Information in accordance with all Applicable Laws and contractual obligations; and (e) complies with current PhRMA Codes and guidance, including without limitation the Principles on Conduct of Clinical Trials and the Code on Interactions with Healthcare Professionals, and as they may be amended from time to time. Provider operates in compliance with Provider’s Compliance Program. Provider shall maintain and shall continue to operate in compliance with Provider’s Compliance Program throughout the Term of this Agreement.

11.3 Remedies for Breach of Infringement Warranties. In the event of a Deliverable infringes any patent, copyright, trade secret or other proprietary right of any third party, without limiting Company’s other rights or remedies hereunder, Provider, at its sole expense, shall timely undertake to procure for Company the right to continue such use of the infringing Deliverables. If such right cannot be timely procured, then Provider shall, at Provider’s sole expense, (i) modify such infringing Deliverables to render them non-infringing, but functionally equivalent, as determined by Company in its sole discretion; (ii) substitute such infringing Deliverables with replacements that are non-infringing, but functionally equivalent, as determined by Company in its sole discretion; or (iii) if Provider using Provider’s best efforts is unable to accomplish item (i) or (ii) above, refund to Company amounts actually paid by Company for the infringing Deliverables.

11.4 Term for Goods Warranties. Except as specifically set forth herein, any warranty corresponding to Provider’s performance hereunder, or a portion thereof, including without limitation performance under its warranty obligations, shall continue for a period of the longer of (i) 18 months following completion of such performance and

Company's written acceptance of such performance or (ii) for Provider's standard warranty period. Notwithstanding the foregoing, this term of warranties shall not limit the duration of any applicable third-party warranties.

11.5 Remedies for Breach of Goods Warranties. If Company notifies Provider of any breach of warranty during the warranty period, Provider will, at Provider's cost, remedy the breach of warranty, or repair or replace the Goods that fail to comply with Provider's warranty. This Section sets forth the sole and exclusive warranties for Goods provided hereunder. EXCEPT FOR THOSE WARRANTIES OF THIRD PARTIES ASSIGNED TO COMPANY PURSUANT TO THE AGREEMENT, ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, AND ANY EXPRESS WARRANTIES GENERALLY GIVEN BY PROVIDER WITH RESPECT TO THE APPLICABLE GOODS OR SERVICES, THE WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, OR ARISING FROM COURSE OF DEALING AND USAGE OF TRADE. Notwithstanding the foregoing, the parties acknowledge and agree that this Article shall not limit any other remedies available to Company under this Agreement (including without limitation remedies for personal injury, property damage, death, violation of Applicable Laws or infringement).

12. RISK ALLOCATION

12.1 Reservation of Rights. Nothing in this Agreement is intended, or shall be interpreted, to limit or restrict rights or remedies available to either Party or its Affiliates at law, under common law, or statutory contribution, indemnity, or hold harmless obligations or liabilities, or limit such Party's or its Affiliates' ability to join the other Party to any third-party claim or action involving such Party or its Affiliates. Except with Company's prior written consent (not to be unreasonably withheld), Provider shall not confess judgment or settle, compromise or resolve any or all suits, actions, legal or administrative proceedings, claims, liens, and demands brought or maintained by one or more third parties (including for personal injury or death of persons) arising out of or related to its or its Representatives' (i) breach of Provider's material representations, covenants or warranties contained herein or (ii) performance hereunder.

12.2 Attorney's Fees. The prevailing party in any litigation or arbitration arising out of or in connection with this Agreement, including enforcement or interpretation of this Agreement or tort claims, shall be entitled to, in addition to any other relief to which the prevailing party may be entitled, its reasonable attorneys' fees, and all other reasonable costs and expenses actually incurred by the prevailing party in connection with settling or resolving such dispute. The attorneys' fees which the prevailing party is entitled to recover shall include fees for prosecuting or defending any appeal and shall be awarded for any supplemental proceedings until the final judgment is satisfied in full. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit or arbitration procedure on this Agreement shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This attorneys' fees provision is separate and several and shall survive the merger of this Agreement into any judgment.

12.3 Waiver of Consequential Damages. Except for any liquidated damages set forth in this Agreement, neither Party nor its respective Affiliates shall be liable to the other Party or its respective Affiliates for its or their respective loss of profit or potential profit or for any incidental, indirect, special or consequential losses or damages arising from carrying out this Agreement, whether based on contract, tort, strict liability, negligence or other theory of law; provided, however, the foregoing waiver shall expressly exclude liabilities arising out of breach of confidentiality obligations set forth herein, fraud, willful misconduct, or gross negligence.

12.4 Insurance. Provider shall maintain adequate levels and types of insurance coverage appropriate to its business and profession to cover its indemnity obligations hereunder, as required by Applicable Laws, and consistent with Accepted Practice, with such coverage levels and types to include at a minimum and without limitation insurance required by Applicable Laws with respect to Provider's status as an employer, workers' compensation, comprehensive general liability, employer's liability, and automobile liability. Provider's insurance coverage must be primary coverage. All insurance coverage must be in full force and effect at all times during performance of Provider's

obligations hereunder. At Company's request, Provider must submit to Company a certificate of insurance on the ACORD form evidencing the above coverages. Such obligations shall be in addition to and in no way be construed to limit the indemnification obligations set forth herein.

13. NOTICES

13.1 Notices. Unless otherwise specified in an Order, all notices pursuant to this Agreement must be in writing, referencing the Order number associated herewith, and delivered personally or sent by courier, certified mail (return receipt requested) addressed to the Parties at their respective address set forth in the Order. Either Party may specify a different address to receive notices by providing a notice in accordance with this Section. Notices sent by courier or certified mail are effective upon receipt or five days after dispatch, whichever occurs first.

14. MISCELLANEOUS

14.1 Background Checks. In order to (i) receive a non-visitors access badge to Company's or its Affiliates' premises; (ii) drive Company-owned or leased vehicles or transport Company personnel; or (iii) access or use any Company Systems, Provider's Representatives must comply with Company's policies and procedures, which may require, among other things, (a) Provider first providing to Company a certification, in form and content specified by Company, of certain background information for such Provider's Representative and (b) such Representative first executing agreements or other documents, in form and content specified by Company, addressing among other things confidentiality, proprietary rights, adherence to Company policies, legal rights and remedies between such Representative and Company and its Affiliates. Provider shall perform, or shall use an outside agency to perform, the background check and shall provide all notifications to Provider's Representatives required by Applicable Laws.

14.2 Contractual Relationship. Each Party is engaged in an independent business and not as an agent, employee, partner or joint employer of the other Party. The Parties acknowledge and agree that neither Party shall have responsibility or liability for treating the other Party's Representatives as employees for any purpose. Neither Party nor any of its Representatives shall be eligible for coverage or to receive any benefit under the other Party's provided workers' compensation, occupational health services, employee plans or programs or employee compensation arrangement, including without limitation any and all medical and dental plans, bonus or incentive plans, retirement benefit plans, stock plans, disability benefit plans, life insurance and any and all other such plans or benefits. Provider shall provide all that is necessary or required and provide that the staffing and working conditions are adequate to meet its obligations hereunder.

14.3 Modifications. Except to the extent expressly provided otherwise in this Agreement, no amendments or other modifications to this Agreement shall be binding unless in writing and signed by the Parties.

14.4 No Exclusivity. Nothing contained herein shall (i) obligate Company or any Company Affiliate to any exclusive relationship with Provider; (ii) restrict or preclude Company or any Company Affiliate from contracting with any competitor of Provider; or (iii) except to the extent expressly set forth in this Agreement or Orders(s), obligate Company or any Company Affiliate to purchase any minimum amount of Goods or Services hereunder Provider.

14.5 Assignment. This Agreement may not be assigned or otherwise transferred by any Party without the prior written consent of the other Party; provided, however, that either Party may, without such consent, but upon prior written notice, assign its rights and obligations under this Agreement in connection with a merger, consolidation or sale of substantially all of the business to which this Agreement relates. Any purported assignment or transfer in violation of this Section shall be void. This Agreement shall be binding on the Parties and their respective successors and permitted assigns.

14.6 Governing Law. This Agreement and all matters arising hereunder (including without limitation interpretation, enforcement, disputes, and claims) shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Delaware, excluding conflict of law rules.

14.7 Venue, Jurisdiction. With respect to any dispute arising out of, under, or in connection with this Agreement or the transactions contemplated hereby, the parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction and venue (and waive any claim of forum non conveniens) of (i) a United States federal court of competent jurisdiction; or (ii) if no such court has jurisdiction, then a court of the State of New York.

14.8 Publicity. Except for the purposes of performance hereunder, without Company's prior written consent, which may be withheld at Company's sole discretion, Provider and its Representatives shall not use (including without limitation use in any publicity, advertising, media release, public announcement or other public disclosure) (i) any name, acronym, symbol or other designation by which Company or its Affiliates or any of their respective human therapeutics, products or other materials is known or (ii) the names of any agent or employee of Company or its Affiliates (each a "Prohibited Use"). Provider shall immediately notify Company in each event of a Prohibited Use and, at Provider's sole cost and expense, without limiting Company's rights or remedies hereunder, Provider shall, and shall cause its Representatives, to immediately cease and desist each such Prohibited Use and take such other actions as requested by Company.

14.9 Waiver. No action or inaction by either Party shall be construed as a waiver of such Party's rights under this Agreement or as provided by law. The failure or delay of any Party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver of such right. The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.

14.10 Severability. In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held illegal, invalid or unenforceable, in whole or in part, by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with Applicable Laws. The legality, validity and enforceability of the remaining provisions shall not be affected thereby and shall remain in full force and effect.

14.11 Survival. Provider's representations, warranties and obligations under any provisions set forth in this Agreement related to proprietary rights, infringement, confidentiality and publicity, governing law, any applicable safety reporting obligations related to Reportable Events (as defined in any applicable Safety Requirements Appendix attached to this Agreement), and provisions which contemplate performance or observance subsequent to termination or expiration of this Agreement shall survive such expiration or termination.

14.12 Third-party Beneficiaries. Except as expressly provided for in this Agreement, (i) this Agreement is entered into solely between, and may be enforced only by, Company and Provider; and (ii) this Agreement shall not be deemed to create any rights in third parties, including without limitation Subcontractors, or to create any obligations of a Party to any such third parties.

14.13 Remedies Cumulative. Unless otherwise expressly provided hereunder, no remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative, in addition to, and not in lieu of any other remedies available at law or in equity.

14.14 Headings. Article and Section headings are for reference purposes only and shall not be considered in the construing of this Agreement.

14.15 Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic images of signatures shall be considered original signatures unless prohibited by Applicable Laws. The Parties agree that this Agreement may be electronically signed by one or more Parties. Any electronic signature used by a Party to sign this Agreement shall be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limiting the foregoing, nothing in this Agreement shall be construed to require a Party to sign this Agreement by electronic signature.

14.16 Force Majeure. A Party shall not be liable for any delay in the performance of its obligations under this Agreement if and to the extent such delay is caused, directly or indirectly, by acts of God, war, riots, terrorism, embargos, acts of public enemy, acts of military authority, earthquake, fire or flood (“Force Majeure Event”); provided that a Party may not claim relief for a Force Majeure Event under this Section unless each of the following conditions has been satisfied: (i) the party claiming delay by Force Majeure Event (the “Delayed Party”) is without fault in causing such delay; (ii) such delay could not have been prevented by reasonable precautions taken by the Delayed Party, including, without limitation, the use of alternate sources, or workaround plans; (iii) the Delayed Party uses commercially reasonable efforts to recommence performance of such obligations whenever and to whatever extent possible following the Force Majeure Event; and (iv) the Delayed Party immediately notifies the other Party by the most expedient method possible (to be confirmed in writing) and describes at a reasonable level of detail the circumstances causing the delay. All obligations of both Parties shall return to being in full force and effect upon the earlier to occur of (i) the passing of the Force Majeure Event or (ii) the failure of the Delayed Party to satisfy the conditions and/or perform its covenants under this Section.

14.17 Construction. The Parties acknowledge that each Party is of equal bargaining strength, has actively participated in the preparation and negotiation of this Agreement. Each Party is entering into this Agreement on its own free will and is not acting under duress or coercion of any kind or nature whatsoever. Each Party has had the right and opportunity to consult with legal counsel of its choice in connection with this Agreement; and each Party has either done so, or has voluntarily declined to do so free from duress or coercion. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement, any portion hereof, or any modifications hereto.