

## **Inotiv Standard Terms and Conditions**

These Standard Terms and Conditions (hereinafter “Agreement”) set forth the general terms and conditions applicable to the sale of Products and all provision of Services by Inotiv, Inc. and its Affiliates (collectively, “Inotiv”) to any purchaser (“Customer”) from time to time. Inotiv and Customer may be referred to individually as a “Party” and collectively as the “Parties”.

This Agreement applies to and governs each transaction, whether electronic or via the submission of an invoice, quotation, purchase order, order acknowledgment, proposal, protocol, price list, statement of work, or other commercial document submitted, issued, accepted, or performed under by Customer, and accepted by Inotiv (each, a “Customer Order”), in the absence of a fully executed Master Services and Supply Agreement (“MSSA”) between Inotiv and Customer.

This Agreement includes Schedules, Exhibit, Addendum, Appendix, Purchase Order, or Scope of Work contemplated by or incorporated into this Agreement, each of which is incorporated herein by reference.

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

Together, this Agreement and all incorporated schedules constitute the full, final, and exclusive terms and conditions applicable to all Customer Orders.

**Customer agrees to be bound by this Agreement by submitting, accepting, or performing under any Customer Order. Customer acknowledges and agrees that Inotiv may present this Agreement and any Customer Order for acceptance through online click-through, click-wrap, or check-the-box methods, including by requiring the Customer to click “I Agree,” “Accept,” “Place Order,” or similar assent mechanism. Customer’s affirmative act of clicking to accept, submitting an online order, creating or using an online account, or continuing to access or use Inotiv’s online ordering portals or services constitutes Customer’s acceptance of this Agreement and any applicable Customer Order presented through such online interface. Customer agrees to be bound by this Agreement by submitting, accepting, or performing under any Customer Order.**

### **Section 1. Scope of Agreement.**

1.1. Services and Products. The services and products to be provided by Inotiv shall be established in one or more Customer Orders. Each Customer Order will set forth, or incorporate by reference, a written description of products to be provided by Inotiv to Customer (the “Products”) or the services to be performed by Inotiv for Customer (the “Services”), including, as applicable, the Customer’s project and study identification, objective and scope of the Services, deliverables, specifications, timelines, compensation and payment schedule relating to such Services.

1.2. Hierarchy of Terms. All sales of Product or Services by Inotiv will be governed by, and are expressly conditions upon Customer’s assent to, this Agreement. This Agreement is incorporated into any Customer Order. Customer’s Order, whether communicated to Inotiv verbally, in writing, by electronic data interface or other electronic commerce shall constitute acceptance of this Agreement. Inotiv objects to any contrary or additional terms or conditions of Customer. Reference in Inotiv’s order acknowledgement to Customer’s purchase order or purchase

order number shall in no way constitute an acceptance of any of Customer's terms or conditions of purchase. Any quotation made by Inotiv shall be considered firm and definite offer and shall not be deemed to be otherwise despite any language on the face of the quotation. Inotiv reserves all rights to accept or reject any purported acceptance by Customer if such purported acceptance attempts to vary the terms of the quotation. If Inotiv ships Products after Customer issues an acceptance to the quotation, any additional or different terms proposed by Customer will not be part of the Parties' business relationship unless agreed to in a writing that is signed by an authorized representative of Inotiv, excluding email correspondence. If the transaction proceeds with such agreement on the part of Customer, the business relationship will be governed solely by this Agreement and the specific provisions of Inotiv's quotation.

1.3 Rights of Affiliates. Inotiv may perform the Products and Services under this Agreement through one or more of its Affiliates. In such circumstances, references in this Agreement to "Inotiv" shall be deemed to include the applicable Inotiv Affiliate solely with respect to the performance of the applicable Customer Order. Each Inotiv Affiliate shall be solely responsible for the obligations and liabilities it undertakes in connection with such Customer Order..

1.4 Online Ordering; Confirmations; Order Status. Customer may submit Customer Orders through Inotiv's online portals or other digital interfaces designated by Inotiv (each, an "Online Order"). An Online Order constitutes a "Customer Order" under the Agreement when accepted by Inotiv. Following submission of an Online Order, Inotiv may provide an electronic acknowledgment or confirmation (including via on-screen display or email) summarizing key order details. Acceptance, fulfillment timelines, and availability remain subject to Inotiv's review and confirmation consistent with the Agreement and applicable Inotiv Documents.

1.5 Change Orders. The parties agree that changes to an existing Customer Order must be expressly agreed by the Parties and documented in a revised or supplemental Customer Order or other mutually agreed modification. No purchase order, proposal, quotation or invoice, including the terms and conditions therein, shall be deemed to vary the terms of this Agreement or any agreed Customer Order.

1.6 Term. This Agreement shall apply to each Customer Order from the time such Customer Order exists and shall remain in effect with respect to such Customer Order until the Products and Services under that Customer Order are completed, delivered, or otherwise terminated in accordance with this Agreement.

## **Section 2. Responsibilities.**

2.1 Inotiv Obligations Regarding Services. Inotiv will perform all Services and provide all deliverables in accordance with the applicable Customer Order, these Terms and Conditions and the [Service Terms and Conditions set forth as Schedule A](#) to this Agreement.

2.2 Inotiv Obligations Regarding Products. Inotiv will supply all Products in accordance with the applicable Purchase Order, these Terms and Conditions and the [Product Terms and Conditions set forth as Schedule B](#) to this Agreement.

2.3 Communication. Inotiv may provide status updates and related communications electronically via the customer portal and/or email. Shipping, delivery, and performance remain subject to the Agreement (including Force Majeure, shipping and delivery provisions, and inspection and nonconformance procedures). Inotiv will keep Customer informed of the progress of the Services by providing regular updates and/or reports to Customer as described in the Customer Order and/or any delays in the shipment of Product. Delivery, shipping, and related terms, including partial shipments and acceptance, are governed by the Product Terms and Conditions. All such updates and reports shall be in English.

2.4 Obligations of Customer. Customer, through its own analysis and testing, is solely responsible for making the final selection of the Products and assuring that all performance, endurance, maintenance, safety and warning requirements of the application of the Products are met. Customer will perform any obligations expressly assigned to it in any Customer Order or elsewhere in this Agreement. Customer will cooperate with the Inotiv in the

performance of the Services, including, without limitation, providing information, data and other documents related to the project plan as reasonably necessary and otherwise provided in the applicable Customer Order. Upon receipt of any Product, Customer shall promptly inspect the same and notify Inotiv of any defect or failure to such Product or Service Deliverable in accordance with Section 6 of this Agreement.

### **Section 3. Compensation.**

3.1 Fees. Customer shall pay for the Products shipped and delivered pursuant to the Purchase Order. Customer will pay for the Services in accordance with the compensation agreed upon in the applicable Customer Order, including, as applicable, fees, expenses, taxes and pass-through costs to be paid by Customer as specified therein.

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

3.3 Payment. Unless otherwise agreed in writing, standard payment terms shall be NET30 days from the date of invoice issuance. These terms are subject to a creditworthiness review, which may include the establishment of a credit line. The applicable payment terms will be based on the outcome of such review and shall apply to all invoicing under the Agreement. In the event of a material change in the Customer's creditworthiness, as reasonably determined by Inotiv, Inotiv reserves the right to modify payment terms, suspend Services, or require advance payment or other assurances of payment prior to continuing performance under any Customer Order. Customer will pay a late payment fee of one-and-a-half percent (1.5%) per month (or the maximum allowed by law if less than 1.5% per month) for any invoices or portions thereof owed and not received by the due date listed on the applicable invoice or invoices. If Customer repeatedly fails to pay invoices when due, Inotiv reserves the right to suspend delivery of any Product and/or withhold related data, reports, and documents. However, prior to taking such action, both parties shall make reasonable efforts to resolve the outstanding payment issues in good faith, including engaging in discussions to reach a mutually acceptable solution.

### **Section 4. Compliance.**

4.1 General. Each party shall perform its obligations under this Agreement and any Customer Order in material compliance with all applicable local, state, federal and foreign laws, rules and regulations of any applicable governmental agency, including without limitation, the Federal Food, Drug and Cosmetic Act, as amended, and the regulations promulgated thereunder, the Health Insurance Portability and Accountability Act (HIPAA), as amended, the European Union's General Data Protection Regulation (GDPR), as amended, and the FDA's Current Good Manufacturing Practices (cGMP), Current Good Laboratory Practices (cGLP) and Current Good Clinical Practices (cGCP) where applicable ("Applicable Laws"). Upon request and in a timely manner, Inotiv will provide Customer with all information reasonably necessary for Customer to comply with its regulatory requirements and all other Applicable Laws, including, without limitation, quality control procedures.

4.2 Site Visits and Audits. During the term of this Agreement, upon reasonable prior notice and during normal business hours and subject to Inotiv's reasonable facility rules and restrictions, Inotiv will permit Customer's representatives to examine the Services performed hereunder and the facilities at which the Services will be conducted or the Products stored and maintained up to one (1) time per calendar year during the Term of this Agreement.

Additional audits or site visits may be conducted at any time, upon reasonable notice, should a verifiable incident or material breach arise in connection with the provision of Services.

4.3 Debarment. Each Party hereby represents and certifies that it has not (i) been debarred, and to the best of its knowledge, is not under any type of investigation, which it reasonably believes could lead to debarment, by the United States Food and Drug Administration (“FDA”) under any provision of the Generic Drug Enforcement Act; or (ii) otherwise become subject to any restrictions, sanctions or disciplinary actions by the FDA or other governmental authority, including suspension or exclusion by the Office of the Inspector General of the United States Department of Health and Human Services, or by any other federal, state or local authority, from participating in any health care program (such as Medicare or Medicaid) funded by any governmental authority, or FDA disqualification. Inotiv certifies that no person or entity that has been debarred, suspended, disqualified or excluded as described above will furnish any of the Services or deliverables or perform any of Inotiv’s obligations under this Agreement. Each Party agrees to promptly notify the other Party in writing of any actions taken or proceedings pending that threaten or confirm a debarment, suspension, disqualification or exclusion of such Party or any such person or entity during the term of this Agreement.

4.4 Regulatory Notices; Inspections. Inotiv shall promptly notify Customer of any regulatory inquiry, communication or inspection which directly affects or is related to the Services conducted for Customer by Inotiv under this Agreement. Inotiv agrees to permit inspection of its facilities and records by authorized representatives of any government authority as required by Applicable Laws. Inotiv will permit a representative of Customer to be present on site during any such inspection, unless restricted by the applicable governmental agency. Inotiv agrees to provide to Customer copies of any such communications and the findings of any such inspections.

4.5 Legal Compliance.

(a) Each Party agrees to comply with all applicable export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C. F. R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Each Party agrees that it will not transfer any information it receives from the other party that constitutes an export of controlled items, data or services, to include transfer to foreign persons employed by or associated with, or under contract to that party or the party’s suppliers, without the authority of an export license, agreement or applicable exemption or exception.

(b) Both Parties acknowledge that they are subject to the laws and regulations of the United States Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, dd-2, dd-3, and 78m (hereinafter the “FCPA”) which prohibits the bribing of any foreign official, any foreign political party, or any candidate for foreign political office by any company for the purpose of obtaining or retaining business. Each covenants and agrees to the other that it and its authorized agents will comply with the FCPA and acknowledges that the other Party is entering into this Agreement is conditioned upon such representation and warranty. Customer and its authorized agents agree to operate in full compliance with all applicable anti-bribery/anti-corruption legislation while conducting business involving Inotiv. Customer hereby acknowledges and agrees that any breach of this Section 4.5 shall be grounds for immediate termination of this Agreement.

**Section 5. Confidentiality.**

5.1 Confidential Information. For purposes of this Agreement, “Confidential Information” shall mean any information and proprietary data disclosed to by a party (the “Disclosing Party”) to the other party (the “Receiving Party”) that the Disclosing Party considers proprietary and confidential. Without limiting the foregoing, the parties agree that Confidential Information of the Customer shall include but not be limited to compounds, materials, product formulations, formulas, methods, applications to governmental authorities, research programs, data, designs,

techniques, processes, records, pricing or costs, trade secrets, patent application, know-how, other intellectual property, business plans and similar information and may be in the form of written documentation, oral disclosures, disclosures made by visual observation and disclosures in electronic form that Inotiv may be receive or have access to, and/or make use of in the course of its performance of this Agreement. Similarly, the parties agree that Confidential Information of Inotiv shall include but not limited to intellectual property, trade secrets, know-how, inventions, technical data or specifications, testing methods, business and financial information, research and development activities, product and marketing plans and models, pricing, customer, client, and supplier information, and any other non-public proprietary information.

5.2 Exclusions. Confidential Information will not include information that:

- (a) Is already known to the receiving party at the time of disclosure (as evidenced by written documentation existing at that time) other than through receipt of such information from the Disclosing Party;
- (b) Is generally known to the public, or becomes generally known to the public, through no wrongful act of the Receiving Party;
- (c) Is rightfully obtained by the Receiving Party from a third party who had a legal right to provide it without restriction; or
- (d) Was independently developed by a party without reference to or use of the other party's Confidential Information as evidenced by written records.

5.3 Obligations. Customer and Inotiv shall not disclose, transfer, or use (or seek to induce others to disclose, transfer, or use) any Confidential Information of the other party for any purpose other than the purpose of this Agreement or to any third party except as authorized by this Agreement or by the disclosing party in writing. Customer and Inotiv may disclose the other party's Confidential Information, on a need to know basis, to its employees, consultants, advisors or agents that have agreed to be bound by obligations of confidentiality at least as stringent as those in this Agreement. Each party will be responsible for ensuring that its employees, consultants, advisors and agents comply with these obligations.

5.4 Protection. Each party agrees that Confidential Information of the other party will be treated with the same level of confidentiality with which it treats its own confidential information (but no less than reasonable care). Each party will notify the other in writing of any circumstances which may constitute unauthorized disclosure, transfer, or use of Confidential Information. Upon prior written request, Inotiv will return all originals and copies of materials containing Customer's Confidential Information (in whatever form or media) upon completion of the related Services under this Agreement and the applicable Customer Order or upon any earlier termination of the related Customer Order or this Agreement for any reason whatsoever. Notwithstanding the foregoing, each Party may retain one copy of the other Party's Confidential Information in a secure location solely for the purpose of complying with the obligations set forth in this Agreement.

5.5 Publication. Inotiv shall not present or publish, nor submit for publication, any work resulting from the Services without Customer's prior written approval. Inotiv shall not use Customer's name in any advertising, articles, press release, promotional materials or website advertising, or disclose to any third party the terms of this Agreement or the fact that it is performing Services for Customer, without Customer's prior written consent.

5.6 Legally Required Disclosures. Either party may disclose Confidential Information of the other party to the extent required by a court order, governmental agency or by Applicable Law; provided, however, that such party shall provide the other party with reasonable advance written notice of such disclosure in order to allow the other party to seek a protective order or otherwise limit such disclosure, and such party shall cooperate with the other party to limit any such disclosure or to seek a protective order.

5.7 Injunctive Relief. In the event of a breach or threatened breach of the provisions of this Section 5, the non-breaching party will suffer damages that are not easily determinable, and will be entitled to seek an injunction restraining any breach or threatened breach of these confidentiality obligations without having to prove actual damages or threatened irreparable harm. A party's right to obtain injunctive relief shall be in addition to all other rights and remedies available to it at law and in equity.

5.8 Survival. The prohibitions on disclosure and restrictions on use of Confidential Information will continue for five (5) years after termination or expiration of this Agreement. Notwithstanding the foregoing, the prohibitions on disclosure and restrictions on use of trade secrets survive for as long as such information constitutes a trade secret under Applicable Law.

## **Section 6. Representations and Warranties.**

6.1 General. Each Party represents and warrants that:

(a) It is duly organized, validly existing and in good standing under the laws of its jurisdiction or organization;

(b) It has all requisite power and authority to conduct its business and perform its obligations under this Agreement;

(c) The execution, delivery and performance by it of this Agreement, each Customer Order and each other agreement or instrument contemplated by this Agreement, have been duly authorized by all necessary corporate action on its part;

(d) This Agreement, each Customer Order and each agreement or instrument contemplated by this Agreement, when executed and delivered by such party in accordance with the terms of this Agreement, will be the legal, valid, and binding obligation of such party, in each case enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws then in effect that govern the enforcement of creditors' rights generally;

(e) The individual indicating assent through any electronic acceptance mechanism represents and warrants that they have authority to bind Customer to this Agreement and the applicable Customer Order. Each Party represents and warrants that it has all requisite power and authority to conduct its business and perform its obligations under this Agreement; and

(f) The execution of this Agreement, each Customer Order and each agreement or instrument contemplated by this Agreement and the performance by it of its obligations hereunder and thereunder will not conflict with any other agreement with any third party to which it is bound.

6.2 Performance of Services. Inotiv represents and warrants that it has the experience and expertise to perform the Services described in this Agreement and the Statement(s) of Work in a professional and workmanlike manner and in compliance with all Applicable Laws, generally accepted professional and industry standards, any agreed upon specifications and the terms of this Agreement and the applicable Customer Order.

6.3 Product Warranty. Inotiv represents and warrants that at the time of delivery of a Product (except when delivery is undertaken by Customer itself, by Customer's contracted shipper, or at Customer's risk, in which case, the Product warranty applies solely at the time of loading at Inotiv's facility by the applicable courier) that such Products will materially conform to the specifications set forth in the applicable Purchase Order or Customer Order ("Limited Warranty").

6.4 No Implied Warranties. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 6, INOTIV MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES,

INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. WITHOUT LIMITING THE SCOPE OF THE FOREGOING, INOTIV EXPRESSLY REITERATES THAT IT DOES NOT WARRANT OR REPRESENT THAT THE PRODUCTS OR THE RESULTS OF THE SERVICES WILL BE ACCEPTABLE TO ANY REGULATORY OR GOVERNMENTAL AGENCY TO WHICH THEY MAY BE PRESENTED OR THAT THE PRODUCTS OR THE RESULTS OF THE SERVICES WILL ENABLE THE CUSTOMER TO FURTHER DEVELOP, MARKET OR OTHERWISE EXPLOIT ANY PRODUCT OR SERVICE.

6.5 Non-conforming Services or Products. (a) Within twenty-one (21) days of receipt, Customer must promptly inspect the Products and any Service deliverables. Failure of Customer to properly and timely notify Inotiv, in accordance with such section, of any claimed nonconformity shall result in the Customer's waiver of any claims pursuant to Inotiv's Limited Warranty.

(b) If customer timely notifies Inotiv of any nonconforming Products or Services, Inotiv shall, in its sole discretion if it confirms that the Products or Services are nonconforming, (i) replace such nonconforming Products with conforming Products or reperform such nonconforming Services, or (ii) credit or refund the price for such nonconforming Products or Services.

(c) Inotiv shall not be liable for a breach of the warranty set forth in Sections 6.2 or 6.3 unless: (i) Customer gives written notice of the non-conforming Products or Services, as the case may be, reasonably described, to Inotiv in the period of time set forth in Section 6.5, and (ii) Inotiv is given a reasonable opportunity after receiving the notice of breach of the warranty to either (1) examine such Products on-site and; or (2) Customer (if requested to do so by Inotiv) returns such Products to Inotiv's place of business at Inotiv's cost for the examination to take place there; and (iii) Inotiv reasonably verifies customer's claim that the Products or Services are non-conforming.

(d) Inotiv shall not be liable for a breach of the warranty set forth in Sections 6.2 or 6.3 if: (i) Customer makes any further use of such Products or Service deliverables after giving such notice; (ii) the defect arises because Customer failed to follow Inotiv's oral or written instructions as to the storage, use or maintenance of the Products or Service deliverables; or (iii) Customer alters such Products without the prior written consent of Inotiv. With respect to (iii), any Product or Service deliverable that is delivered frozen must be stored in a freezer (generally minus 20 degrees Celsius), in accordance with industry standard for storage of such material, and consistent with any recommended storage instructions supplied by Inotiv, prior to use of the material.

6.6 Exclusive Remedies. THE REMEDIES SET FORTH IN SECTION 6.5 ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND INOTIV'S ENTIRE LIABILITY FOR ANY BREACH OF INOTIV'S WARRANTIES SET FORTH IN THIS SECTION 6.

6.7 Waiver of Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST REVENUES OR PROFITS OR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY WAS ADVISED OF SUCH LOSSES/DAMAGES IN ADVANCE, RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, ANY CUSTOMER ORDER OR THE SERVICES, WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE.

## **Section 7. Indemnification.**

7.1. Inotiv Indemnity. Inotiv shall indemnify, defend and hold harmless Customer, its Affiliates and their respective directors, officers, employees, and agents (collectively, the "Customer Indemnitees"), from and against all actions, causes of action, claims, demands, losses, liabilities, damages and expenses, including reasonable

attorneys' fees and costs incurred by any Customer Indemnitee in connection with a third party claim (collectively, "Losses") to the extent arising from (a) any material breach by Inotiv of its representations, warranties, covenants or obligations under this Agreement, or (b) any negligent, reckless, intentional, or illegal conduct of Inotiv or its Affiliates, employees, agents or subcontractors in the performance of its obligations under this Agreement or any Customer Order, (c) any assertion that any deliverable or Service provided by Inotiv hereunder or any component or part thereof, infringes, misappropriates or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. This indemnity will not apply to the extent that the Losses result from the negligence or willful misconduct of Customer.

7.2 Customer Indemnity. Customer shall indemnify, defend and hold harmless Inotiv, its Affiliates and their respective directors, officers, employees, and agents (collectively, the "Inotiv Indemnitees"), from and against all Losses incurred by a Inotiv Indemnitee to the extent arising from (a) any material breach by Customer of its representations, warranties, covenants or obligations under this Agreement, or (b) any negligent, reckless, intentional, or illegal conduct of Customer or its Affiliates, employees, agents or subcontractors in the performance of its obligations under this Agreement or any Customer Order, or (c) the research, development, manufacturing, commercialization, or use of any Confidential Information of Customer, Deliverables, or work product resulting from the Services, or (d) personal injury or property damage caused by the Confidential Information or work product resulting from the Services, or (e) any actual or alleged infringement by any Deliverable or Material of a third-party's patent or other intellectual property rights.. In addition, Customer shall indemnify Inotiv Indemnitees from and against all actions, causes of action, claims, demands, losses, liabilities, damages and expenses, including reasonable attorneys' fees and costs incurred by any Customer Indemnitee in connection with Customer Material. This indemnity will not apply to the extent that the Losses result from the negligence or willful misconduct of Inotiv or its employees, Affiliates or subcontractors.

7.3 Indemnity Procedure. If a claim occurs under Section 7.1 or Section 7.2, the indemnified party will (a) promptly notify the indemnifying party of the claim; (b) use commercially reasonable efforts to mitigate the effects of the claim; (c) reasonably cooperate with the indemnifying party in the defense of the claim; and (d) permit the indemnifying party to control the defense and settlement of the claim, all at the indemnifying party's cost and expense; provided that the indemnifying party shall not settle or compromise any claim without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld, delayed or conditioned.

7.4 Subpoena. In the event a subpoena or other court order requiring personal appearance or production of documents is received by Inotiv in respect of litigation that Customer is a party or is otherwise involved in and to which Inotiv is not a party, Customer shall promptly compensate Inotiv for all costs and expenses (including reasonable legal fees and expenses) reasonably relating to responding to such subpoena or other court order and any internal investigations related thereto. Inotiv shall have the right to choose its own counsel, for which Customer shall be responsible for all costs and expenses, to represent Inotiv thereto.

## **Section 8. Limitation of Liability.**

Limitation on Liability. IN NO EVENT SHALL EITHER PARTY OR ANY PARTY AFFILIATE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE, RECKLESSNESS, INTENTIONAL ACTS OR STRICT LIABILITY), OR OTHERWISE, EXCEED THE AMOUNT PAID TO THE APPLICABLE INOTIV ENTITY BY THE CUSTOMER FOR THE APPLICABLE PRODUCT(S) AND/OR SERVICE(S) UPON WHICH THE CLAIM IS BASED.

THE LIMITATION OF LIABILITY AND WAIVER OF DAMAGES SET FORTH IN THIS AGREEMENT SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. NOTHING CONTAINED HEREIN IS INTENDED TO EXCLUDE OR LIMIT ANY LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE OR (II) FRAUD. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO DAMAGES RESULTING FROM A PARTY'S BREACH OF ITS OBLIGATIONS

RELATED TO INDEMNIFICATION, CONFIDENTIAL INFORMATION OR INTELLECTUAL PROPERTY CONTAINED IN THIS AGREEMENT NOR TO ANY DAMAGE ARISING OUT OF THE INTENTIONAL, WILLFUL OR WANTON MISCONDUCT OF A PARTY NOR SHALL THEY LIMIT THE ABILITY OF A PARTY TO PURSUE INJUNCTIVE RELIEF UNDER THIS AGREEMENT.

#### **Section 9. Insurance.**

During the term of this Agreement, Inotiv shall, at its own expense, obtain and maintain in full force and effect insurance which is customary and reasonable in connection with its obligations and liabilities under this Agreement, including, without limitation, commercial general liability, products and completed operations, and professional errors and omissions liability insurance sufficient to cover its obligations under this Agreement and workers' compensation insurance in accordance with applicable statutory requirements.

#### **Section 10. Cancellation and Termination.**

10.1 If the Customer does not request cancellation or modification of a submitted order within forty-eight (48) hours of submission, and such order is subsequently accepted by Inotiv, the Customer Order shall be deemed final for purposes of cancellation and modification. Any cancellation or modification thereafter shall be subject to the cancellation fees and other non-cancelable costs set forth in this Agreement and the applicable Customer Order

10.2 Inotiv may terminate this Agreement or any Customer Order, without prejudice to other rights or remedies available under this Agreement or by law, by giving written notice of termination to Customer in the event of a material breach by Customer of its obligations under this Agreement or the applicable Customer Order, unless such breach is cured within thirty (30) days after receipt of written notice.

10.3 Inotiv may terminate this Agreement or any Customer Order immediately upon written notice to Customer in the event that Customer (a) has commenced a voluntary proceeding under any insolvency law, or (b) had an involuntary proceeding commenced against it under any insolvency law which has continued undismissed or unstayed for sixty consecutive days, or (c) had a receiver, trustee or similar official appointed for it or for any substantial part of its property, or (d) made an assignment for the benefit of creditors, (e) had an order for relief entered with respect to it by a court of competent jurisdiction under any insolvency law, or (f) becomes, or any of its Affiliates or any of their respective directors, officers, employees, agents, managers, or direct or indirect owners becomes, listed on any applicable sanctions or restricted party list (including, without limitation, any "Specially Designated Nationals" list) or otherwise becomes subject to economic or trade sanctions, which, in Inotiv's reasonable judgment, impairs or creates additional legal or business risk with respect to the continuation of this Agreement or any Customer Order or otherwise results in a breach of the Compliance with Laws provisions of this Agreement. For purposes hereof, the term "insolvency law" means any applicable bankruptcy, insolvency or other similar law now or hereafter in effect.

10.4 Inotiv may terminate this Agreement or any Customer Order for convenience upon ten (10) days' written notice to Customer, without prejudice to any other rights or remedies available under this Agreement or applicable law.

10.5 In the event of cancellation or termination, unless otherwise agreed by the Parties, Inotiv shall cease performance of the applicable Services. Thereafter, Inotiv will use commercially reasonable efforts to mitigate any remaining liability Customer may have to Inotiv or any third parties in connection with Inotiv's performance of the Services. Customer will promptly pay Inotiv for all Services performed up to the date of cancellation or termination and reasonable non-cancelable costs incurred in connection with the Services, in accordance with the terms of this Agreement and the applicable Customer Order. Any funds held by Inotiv which shall be shown by Customer to be

unearned at the date of cancellation or termination shall be returned to Customer within thirty (30) days after the effective date of such cancellation or termination. Customer shall further be required to pay any early termination fees set forth in this Agreement or Customer Order hereunder.

10.6 The termination or expiration of this Agreement or any Customer Order shall not relieve either party of any obligations that are expressly indicated to survive termination or expiration and shall be without prejudice to any rights that shall have accrued to the benefit of any party prior to such termination or expiration. The rights and obligations of Customer and Inotiv, which have validity beyond termination or expiration of this Agreement (including, without limitation, rights with respect to intellectual property, confidentiality, indemnity and limitations of liability) shall survive the termination or expiration of this Agreement or any Customer Order.

## **Section 11. Miscellaneous.**

11.1 Independent Contractor. The parties to this Agreement are independent contractors and nothing contained in this Agreement shall be construed to place the parties in the relationship of employer and employee, partners, principal and agent, or joint venturers. Neither party shall have the power to bind or obligate the other party nor shall either party hold itself out as having such authority.

11.2 Force Majeure. Inotiv shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing under this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Inotiv's reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, weather, disease, epidemic, pandemic, or explosion; (c) war, insurrection, invasion, hostilities and terrorist threats or acts (whether war is declared or not), and other civil strife, riots, acts of civil or military authority, and acts of animal activism; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) failure or impairment of Inotiv's usual sources of supply, (h) widespread internet outages; (i) denial-of-service or other malicious attacks; (j) failures or material degradation of third-party hosting, cloud, telecommunications, or content delivery networks; (k) material defects, bugs, or failures in third-party software, platforms, or integrations beyond a Party's reasonable control; and (l) systemic power grid failures or data center incidents not caused by the affected Party; and (m) other events beyond the reasonable control of Inotiv. Inotiv shall give notice of the Force Majeure Event to the Customer, stating the period of time the occurrence is expected to continue. Inotiv shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Inotiv shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If Inotiv's failure or delay remains uncured for a period of 30 days following written notice given by it under this section, either Party may thereafter terminate the applicable order or this Agreement upon delivery of no less than 14 days prior written notice to the other Party. Force Majeure shall not apply to a Party's obligation to pay money.

11.3 Entire Agreement; Amendments. This Agreement and the appendices and attachments hereto (including the Customer Order) contain the entire understanding of the parties with respect to the Services or Products and supersede any prior written or oral communications. No amendment to this Agreement will be binding on either party unless it is in writing and signed by each party. Notwithstanding the foregoing, continued use of Inotiv's online ordering portal after any updates constitutes acceptance of the then-current Agreement, subject to any applicable notice and amendment requirements herein.

11.4 Binding Effect; Assignability; Third Party Beneficiaries. The terms of this Agreement will bind Customer and Inotiv and their respective successors and permitted assigns. Notwithstanding the foregoing, this Agreement is not assignable in whole or in part by Inotiv without the prior written consent of Customer. No parties other than Customer and Inotiv and their respective Affiliates and permitted assigns will have any rights by virtue of this Agreement.

11.5 Subcontractors. Inotiv may engage one or more subcontractors to perform its obligations under this Agreement. Inotiv will remain fully responsible to Customer for the performance of all obligations delegated to any subcontractor.

11.6 Waivers. Failure or delay by either party to exercise any right or remedy under this Agreement shall not be deemed to be a waiver of that right or remedy, or prevent it from exercising that or any other right or remedy on that occasion or on any other occasion.

11.7 Partial Invalidity. If any provision of this Agreement is declared void, illegal or unenforceable, the remainder of this Agreement will be valid and enforceable to the extent permitted by Applicable Law. In such event, the parties will use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by Applicable Law, achieves the purposes intended under the invalid or unenforceable provision.

11.8 Notice. Any notice or other communications given pursuant to this Agreement shall be in writing and shall be effective either when delivered personally, or five (5) days following deposit of the same into the United States mail (certified mail, return receipt requested), or one (1) day following the deposit of the same with an overnight or other express delivery service, addressed as follow:..

If to Inotiv:

Inotiv, Inc.

Att. General Counsel

8520 Allison Pointe Boulevard, Suite 400

Indianapolis, Indiana 46250

USA

If to Customer:

To the address set forth in the applicable Customer Order.

Notwithstanding any contrary notice provision in the Agreement, the Parties consent to the electronic delivery and receipt of notices, invoices, statements, order acknowledgments, service updates, change orders, and other routine communications via (a) email to the contact(s) designated in the applicable Customer Order or customer portal profile, and/or (b) postings or secure messaging within Inotiv's online portal, provided that portal-posted notices are accompanied by an email alert stating that a notice has been posted; provided, however, that the forgoing consent regarding electronic delivery shall not apply to notices related to alleged breach or default by Inotiv in the performance of this Agreement.

In addition, with respect to any formal notice sent to **Inotiv**, a **copy of the notice shall, on the same day**, be sent by email to **contacts@inotiv.com** and **legalcontracts@inotiv.com**, **attn: General Counsel – Legal Department**.

11.9 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws provisions. All actions and proceedings under this Agreement shall be brought exclusively in a state or federal court of competent subject matter jurisdiction in Marion County, Indiana. Each Party hereby waives (i) any objection which it may have at any time to the venue of the proceedings in any such court, (ii) any claim that such proceedings have been brought in an inconvenient forum and (iii) the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such Party. **IN ANY CONTROVERSY OR CLAIM, WHETHER BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, CUSTOMER ORDERS, OR ANY RELATED DOCUMENTS, THEIR NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE**

PERFORMANCE OR BREACH HEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, ALL PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

11.10 Electronic Signatures and Electronic Records. To the fullest extent permitted by Applicable Law, the Parties agree that electronic signatures (including typed names, click-to-accept actions, scanned, facsimile, DocuSign, or other electronic signature tools) and electronic records (including portal-displayed terms, order confirmations, invoices, amendments, change orders, statements of work, and notices stored in electronic form) are legally valid and enforceable as originals.

11.11 Headings. The headings of each section and paragraph are for reference only and shall not affect the interpretation or construction of this Agreement.

11.12 Counterparts. Any document under this Agreement may be executed and delivered electronically in counterparts and shall have the same force and effect as an original. A signed counterpart may be delivered by any reasonable means, including facsimile or other electronic transmission.

## Schedule A

### Service Terms and Conditions

These Service Terms and Conditions shall form a part of and be incorporated into that certain Master Services and Supply Agreement (“MSSA”) between Inotiv and Customer and shall govern Inotiv’s provision of Services under the MSSA pursuant to one or more Statements of Work.

#### 1. Inotiv Services

1.1 Resources. Inotiv will provide all personnel, equipment, materials, supplies and other resources necessary to complete the Services and furnish the deliverables in accordance with the Customer Order and the respective timelines therein, except to the extent that this Agreement or the applicable Customer Order assigns such responsibility to Customer.

1.2 No Modifications. Inotiv will not, without Customer’s prior written consent, (a) make any changes to the project specifications or, if applicable, the process(es) or equipment used to perform the Services (including the standard operating procedures incorporated into the processes or specifications) as set forth in the Customer Order, or (b) perform the Services in any facility other than the Inotiv facility specified in the applicable Customer Order.

#### 2. Customer Supplied Materials

2.1 Customer Materials. If required for the performance of the Services, Customer may provide to Inotiv, or Inotiv may create as a result of performing the Services for Customer, research compounds, substances, mixtures, specimens, documentation and other materials to be used in connection with the Services under a Customer Order (together with any derivatives, progeny, or modifications developed therefrom, and any combination of the foregoing with other substances, the “Customer Materials”).

2.2 Ownership. All right, title, and interest in and to the Customer Materials is and shall remain exclusively with Customer at all times. Inotiv will keep Customer’s title to all Customer Materials in Inotiv’s custody free and clear of all liens and encumbrances. Information regarding the Customer Materials (including, without limitation, the identity, description and properties of any Customer Materials and any information that Inotiv acquires from its processing, study, use or handling of the Customer Materials) is Customer’s Confidential Information

2.3 Use by Inotiv. Inotiv will not use any Customer Material for any purpose other than the performance of the Services. Inotiv agrees that it will use the Customer Material in a safe manner and in full compliance with all laws, regulations and guidelines applicable to the use of such materials as made known to Inotiv by Customer. Inotiv will not dispose of any Customer Material or transfer possession of it to any other party except in accordance with this Agreement and the applicable Customer Order.

2.4 Return of Property. At the completion of the applicable Services by Inotiv or upon earlier termination or expiration of this Agreement and upon written request by Customer, Inotiv shall (a) ensure that all unused Customer Material in its possession is returned to Customer or destroyed by Inotiv as directed in the applicable Customer Order or otherwise pursuant to Customer’s written instructions, and (b) transfer all work in progress, together with all materials, data, documentation and other information that Inotiv generated as part of providing the relevant Services, to Customer or Customer’s designee, upon payment by Customer of Inotiv’s outstanding invoices. Inotiv shall ensure that any remaining Customer data stored electronically or on another similar medium is permanently deleted; provided that Inotiv may keep one copy of any such documentation necessary to comply with the record requirements of this Agreement and Applicable Law.

2.5 Acknowledgement. Inotiv acknowledges that the Customer Materials may be experimental in nature and agrees that they shall be used with prudence and appropriate caution, since not all of their characteristics will be known or foreseeable. Any Customer Materials provided to Inotiv by Customer will be provided "as is," without warranty of any kind. CUSTOMER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED WHATSOEVER. Customer shall indemnify Inotiv, pursuant to the provisions of Section 7.2 of the Standard Terms and Conditions for any and all Losses incurred by an Inotiv Indemnity relating to the use or handling of any Customer Materials.

#### 2.6 Record Retention and Archiving

a) Unless otherwise specified in the signed study protocol or sample analysis plan, the archiving and disposition of Materials and Records shall follow the applicable study type guidelines. For non-regulated studies, archiving for Customer Materials is provided at no additional cost for six (6) months following completion of the study. For regulated (GxP) studies, archiving for Customer Materials is provided at no additional cost for one (1) year following completion of the study with the exception of archived cold storage samples. Cold storage samples, regardless of study type, begin incurring archival and storage fees immediately following study completion unless included in study design.

b) Archiving beyond the initial retention period, as well as return and destruction of archived Materials or Records, will incur additional fees at Inotiv's prevailing archive rates. Archiving beyond the initial retention period requires a separate written agreement.

c) Requests to return and/or destroy Customer Materials will be subject to additional charges at the end of the retention period.

d) The Client shall designate a primary contact for annual archiving communications and disposition decisions. Updated contact information must be sent to **archive@inotiv.com**.

### 3. **Intellectual Property**

3.1. Customer Intellectual Property. Subject to Section 3.2 below, Inotiv hereby assigns to Customer all its rights in the United States and throughout the world that Inotiv has in any and all inventions, technologies, discoveries, improvements, designs, formulations, products, works of authorship, research, and creations or other intellectual property made in the Customer Order (collectively "Customer IP"). For the avoidance of doubt, Customer IP shall not include any Inotiv IP (as defined below). During and after the term of this Agreement, Inotiv shall provide commercially reasonable assistance to Customer, at Customer's written request, and at Customer's sole cost and expense, including fees for time spent by Inotiv personnel, in obtaining or extending protection therefor. Such cooperation shall include, but not limited to, executing and delivering all requested applications, assignments and other documents, and taking such other measures as Client may reasonably request in order to perfect and enforce Customer's rights in the Customer IP.

3.2 Inotiv IP. Inotiv possesses certain inventions, processes, technology, know-how, trade secrets, improvements, other intellectual property and assets related to its technology, including during the performance of Services hereunder, which have been independently developed without incorporating any Confidential Information of Customer (collectively, "Inotiv IP"). Customer acknowledges that Inotiv provides services to other parties and that this Agreement does not provide Customer with any rights to Inotiv IP, and title, or interest. Customer and Inotiv agree that any Inotiv IP or revisions, improvements or enhancements thereto shall be the sole and exclusive property of Inotiv.

## Schedule B

### Products Terms and Conditions

#### Small Animal and Non-NHP

These Products Terms and Conditions shall form a part of and be incorporated into that certain Master Services and Supply Agreement (“MSSA”) between Inotiv and Customer and shall govern Inotiv’s provision of Products under the MSSA pursuant to one or more Statements of Work and/or Purchase Orders.

#### 1. Applicability.

(a) Inotiv, acting by itself and/or by an Affiliate, may offer to customer the following Products and/or Animal Related Services as may be further specified in an Inotiv invoice, quotation, PQR, order acknowledgement, protocol, price list, Customer Order or other commercial document issued by Inotiv to Customer (each an “**Inotiv Document**”):

- (i) Diet, bedding, and enrichment products and related services;
- (ii) Biospecimens and related services as well as anti-body and dosing services; and
- (iii) rats, mice, rabbits, hamsters, and guinea pigs and related services (excluding products and services incorporating, containing, or derived from CRISPR, CRISPR-Cas9, and Zinc Finger

Each of the foregoing in 1(a)(i, ii, and iii) are referred to herein as “**Products.**” Product related services and additional services (including, without limitation, anti-body and animal dosing services) are referred to herein as “**Animal Related Services**”. All such sales of Products and/or Animal Related Services by Inotiv are governed by these Products Terms and Conditions (“**Terms**”).

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

#### 2. Delivery of Products and Performance of Animal Related Services.

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

(b) Order Processing. Questions regarding the dispatch location and scheduled shipment date of your diet, bedding, enrichment, Small Animal, or Rabbit order, as well as the applicable cut-off time for such order can

be directed to customer service at CSOrders@inotiv.com. Orders for unmodified models received after the applicable cut-off time and requested for delivery the following week may be assessed a late order fee, as well as expedited shipping charges, if applicable, if the order is accepted, in Inotiv's discretion.

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

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

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

(f) Delivery Acceptance. If Customer fails to accept delivery of any Products or Animal Related Service deliverables on the mutually agreed on date that the Products or Animal Related Service deliverables are delivered, or if Customer notifies Inotiv that it will not accept delivery on a date previously confirmed in writing for delivery, or if Inotiv is unable to deliver the Products or Animal Related Service deliverables on the delivery date previously confirmed for delivery (in writing) because Customer has not provided appropriate instructions, documents, licenses or authorizations (including import documents), then:

- (i) risk of loss to the Products and Service deliverables shall immediately pass to Customer;
- (ii) the Products and Animal Related Service deliverables shall be deemed to have been delivered; and
- (iii) Inotiv, at its option, may elect to either:
  - (A) store the Products and/or Animal Related Service deliverables until Customer picks them up or informs Inotiv that it is ready to accept delivery, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance), or
  - (B) deem the event a Customer cancellation, and, in addition to the amounts payable to Inotiv for cancellation, Customer may be charged by Inotiv for Inotiv's additional incurred transportation and other expenses related to the Customer's acts or omission related to delivery acceptance (including, when applicable, euthanasia of animal models ordered).

(g) Cooperation. With respect to the Animal Related Services, Parties shall (i) cooperate with each other in all matters relating to the Agreement; (ii) respond promptly to a party's request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the performance of the Animal Related Services or provide Products in accordance with the requirements of this Agreement; and (iii) provide such Customer materials or information may reasonably request by a party to carry out its obligations in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects.

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

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

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

- (i) used for any commercial purpose, whether for cash or other consideration including, without limitation, for sale, resale, distribution, licensing, or for the use of the Products or any components thereof in manufacturing or to provide a product or a service for clinical, therapeutic, diagnostic or prophylactic purposes;
- (ii) bred, generated, cross-bred, reproduced (unless, when permissible, customer has separately entered a mutually signed breeding license with Inotiv, and solely to the extent of rights granted in such breeding license); or
- (iii) provided to any third party or its agent for any reason, including, but not limited to, for the development of breeding colonies or the provision of other services with respect to such Products.

(c) The purchase of any non-GEMS Products (including Animals) or Animal Related Services conveys to the customer a non-transferable, non-sublicensable, non-exclusive right to use the Product and Animal Related Services and the components of the Products for internal research and development (except for Biospecimens and Biospecimen Services such as in vivo antibody production, each of which may be used for purposes other than internal research) and specifically in accordance with the Inotiv Document and these Terms.

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

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

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

(b) Order Cancellation.

(i) Universally Applicable Cancellation Provisions.

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

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

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

from Inotiv operations in the United States:

(A) Animal Specific Provisions.

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

Cancellation policy charge:*	Number of days’ notice given before the delivery date noted on the shipment order acknowledgment		
	No charge	50% charge	100% charge
(1) Rabbits 25 weeks or older**; or (2) Rabbits, of any age, ordered for international air delivery; or (3) Any Rabbit order for Rabbits 25 weeks of age or older, or of Rabbits of any age ordered for international air delivery, which order is reduced in quantity by customer by 20% or more.	35 days or more	11 days to 34 days	10 days or less
(4) Rabbits less than 25 weeks (excluding Rabbits ordered for international air delivery); or (5) Any Rabbit order of Rabbits less than 25 weeks (excluding Rabbits ordered for international air delivery) which order is reduced in quantity by customer by 20% or more.	20 days or more	Before order cut off through 19 days	After order cut off

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

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

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

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

b. Modified Small Animal models.

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

(II) Pre-conditioned animals. If Customer requests cancellation of a Small Animal pre- conditioned (facilitated through a barrier that requires project management oversight), including,

without limitation, animals aged, subject to diet maintenance, subject to supplemental health monitoring, and/or otherwise pre-conditioned per Customer request, Customer shall remain responsible for charges for all Animal Related Services performed and costs incurred through the date of Inotiv's receipt of the cancellation notice.

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

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

## 5. **Non-Delivery.**

(a) Inotiv shall make commercially reasonable effort to ensure timely delivery of Products and Animal Related Services. Inotiv shall inform Customer at the earliest if any delays are expected.

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

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

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

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

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

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

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

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

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

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

8. **Inspection And Rejection Of Nonconforming Products and Animal Related Services.**

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

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

Notwithstanding the foregoing, and solely with respect to any applicable specifications of Animal genetic status as well as virus, bacteria, fungi, and parasite status, the Inspection Period shall be 21 days from delivery. Although Inotiv maintains control over its environment, breeding and maintenance operations and engages in a health and genetic Monitoring Quality Control Program, changes in genetic status as well as virus, bacteria, fungi, and parasite presence can occur. Genetic and environmental pressures can affect the general health of animals. Consequently, Inotiv recommends that customers test and monitor Animals after delivery. If customer is unable to perform such monitoring and testing, Inotiv may provide assistance to customer upon request at Inotiv's rates. Any testing of the type discussed in this section must be commenced by customer no later than seven (7) calendar days after delivery of the Animals and shall be completed by customer no later than twenty-one (21) calendar days after customer's receipt of the Animals. If the Customer rejects the Animals due to an error by Inotiv, Customer shall dispose of the Animals in accordance with applicable law at the Inotiv's expense. Due to biosecurity, animals cannot be returned. Inotiv will issue a credit or replace the animals at no charge.

Customer will be deemed to have accepted the Products and Animal Related Services, unless it notifies Inotiv in writing (which may include e-mail to the applicable Inotiv business contact) of any Nonconforming Products or completed Animal Related Services within the applicable Inspection Period. Customer may furnish additional documentation as reasonably requested by Inotiv to support customer's claims. "**Nonconforming Products or Animal Related Services**" means only the following: (i) the Product shipped or Service completed is delivered in violation of Inotiv's Limited Warranty and/or (ii) the Product's label or packaging incorrectly identifies its contents and /or (iii) the Product or Animal Related Services delivered are not in accordance with the **Purchase Order Transaction Terms**.

(b) If Customer timely notifies Inotiv of any Nonconforming Products or Animal Related Services, and subject to the exclusions from Inotiv's Limited Warranty and in the Standard Terms & Conditions, Inotiv shall, in its discretion upon consultation with the Customer (i) replace such Nonconforming Products with conforming Products or reperform such Nonconforming Animal Related Services, or (ii) credit or refund the price for such Nonconforming Products or Animal Related Services. Upon Inotiv's request, with respect to Nonconforming Products, customer shall, if requested by Inotiv, coordinate with Inotiv, at Inotiv's cost for shipment, for the return of the Nonconforming Products to Inotiv's designated location or make the Nonconforming Products available for Inotiv's inspection. If Inotiv exercises its option to replace Nonconforming Products, Inotiv shall (after receiving customer's shipment of Nonconforming Products in the circumstance when return is requested by Inotiv,

or following inspection where Inotiv's inspection is requested at Inotiv's expense) ship to customer the replacement Products pursuant to Section 6 and 7 at Inotiv's shipping cost.

**(c) EXCLUSIVE REMEDIES. Customer acknowledges and agrees that the remedies set forth in subsection (b) are customer's exclusive remedies with respect to the delivery of, and breach of warranty with respect to, Nonconforming Products or Nonconforming Animal Related Services.**