

TERMS AND CONDITIONS OF ELANCO US INC.

Updated January 2020

These terms, conditions, and instructions (“**Terms**”) shall be applicable to any purchase order and to all subsequent purchase orders received by you (“**Seller**”) from Elanco US Inc., including all of its Affiliates (collectively, “**Buyer**”) whether received by mail, by telephone, or by electronic means (each a “**Purchase Order**”), from the date of your receipt of these Terms until such time as you receive a revised edition of these Terms or a revised edition of these Terms is posted on <http://suppliers.elanco.com>. These Terms shall apply to all transactions between you and Buyer until such further notice.

Despite anything to the contrary contained herein, if Buyer and Seller have executed an agreement which governs the purchase and sale of the goods, software, or services in issue, the terms of such agreement shall be controlling and these Terms shall not apply.

1. DEFINED TERMS:

- a. “**Act**” shall mean the Federal Food, Drug, and Cosmetic Act, as amended or the Generic Drug Enforcement Act of 1992, as amended.
- b. “**Adverse Event**” shall mean any observation in animals that is unfavorable and unintended and that occurs after any use of Buyer’s product, whether or not considered to be product related, and whether or not the product was used in accordance with the approved labeling (e.g., used according to label directions or used in an extra label manner). Adverse Events include but are not limited to: a) events occurring in animals in the course of the use of a veterinary medicinal product by a veterinary professional, livestock producer, animal owner or other caretaker; or b) failure of a product to produce its expected pharmacological or clinical effect (lack of expected effectiveness).
- c. “**Affiliate**” of a party shall mean any entity that controls, is controlled by, or is under common control with that party. One entity is deemed to control the other if and only if it directly or indirectly: (i) owns more than fifty percent (50%) of the equity in the other; or (ii) controls more than fifty percent (50%) of the voting rights of the other.
- d. “**Applicable Laws**” shall mean any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate, judgment, decree, injunction, writ, order, subpoena, or like action of a Governmental Authority that applies, as the context requires, to a Purchase Order or the performance of obligations or other activities related to a Purchase Order.
- e. “**Buyer’s Confidential Information**” shall mean all information that Buyer deems confidential or proprietary, including information deemed confidential by virtue of Buyer’s obligations to another party and confidential information developed by Seller in connection with any Purchase Order. Buyer’s Confidential Information includes, but is not limited to, information about research and development plans and results; new compounds and processes; evaluation procedures (including clinical and field testing); product formulations; manufacturing methods; applications to a Governmental Authority; pricing or cost; construction plans; sales, marketing, and advertising studies and plans; customer lists; computer information and software; special techniques unique to Buyer’s business;

information subject to a right of privacy; trade secrets, and information Buyer maintains under a system of protection against unauthorized access.

- f. **“Buyer Information”** means all data or information in whatever form or medium, that Seller receives from, or otherwise gains access to through, Buyer or as a result of Purchase Order, including, without limitation all data derived by Buyer, or by Seller pursuant to its provision of the services or performance of its obligations, or originating from third parties and to which Buyer has received certain rights.
- g. **“Buyer Property”** means all (a) Intellectual Property of Buyer (including Deliverables); (b) Buyer Information; (c) Laboratory Samples; (d) and all other property of any form, other than real property (including non-confidential material) received by Seller from Buyer or acquired by Seller on behalf of Buyer.
- h. **“Deliverables”** shall mean the following: (i) for any order of goods, including software or any computer program, programming, modules, patches, upgrades, new versions and modifications thereto, Deliverables includes any goods or articles, including IT Products, specified in a Purchase Order that Seller is obligated to furnish to Buyer; and (ii) for any order of services, Deliverables includes all services provided to Buyer, together with all articles, materials, goods, information, works of authorship, trademarks, artwork, drawings, text, specifications, calculations, reports, ideas, inventions, discoveries, processes, material samples, improvements, software, data, and other documentation and materials created, developed, conceived or first reduced to practice by Seller, alone or with others, related to services rendered for Buyer under the Purchase Order or derived from information or materials Seller has received from Buyer.
- i. **“ECCN”** shall mean Export Control Classification Number.
- j. **“EDI”** shall mean electronic data interchange.
- k. **“Existing Intellectual Capital”** shall mean any Intellectual Property that Seller invented, created, developed, or acquired outside the course of its performance under this Agreement and without use of Buyer’s information or materials.
- l. **“Governmental Authority”** shall mean (i) any international, regional, national, federal, state, or local government entity, authority, agency, instrumentality, court, tribunal, regulatory commission or other body, either foreign or domestic, whether legislative, judicial, administrative or executive; and (ii) any arbitrator to whom a dispute has been presented under government rule or by agreement of the parties with an interest in such dispute.
- m. **“Imported Products or Deliverables”** shall mean any foreign-sourced, tangible goods or products shipped into, from outside of, the United States or Puerto Rico.
- n. **“Intellectual Property”** shall mean all inventions, discoveries, original expressions of ideas embodied in a tangible form, copyrights, trademarks, trade secrets, information, know-how, and the like that are afforded, or may be afforded upon, action by a Governmental Authority, such as the U.S. Patent and Trademark Office or the U.S. Copyright Office.
- o. **“Intellectual Property Rights”** shall mean the property rights or quasi-property rights afforded by patents, copyrights, trademarks, or trade secrets, publicity rights, privacy rights, and moral rights.

- p. **"IT Products"** shall mean any computer related software, subscription or information technology hardware including but not limited to program, programming, patches, upgrades, new versions and modifications thereto.
- q. **"Laboratory Samples"** means any proprietary device, compound, substance, or mixture of compounds or substances (including any derivatives thereof): that Buyer furnishes Seller under any Purchase Order; or that Seller creates as a result of performing the services.
- r. **"Personal Information"** shall mean any information as defined in Elanco's Supplier Privacy Standard as revised by Buyer from time to time and published at <http://suppliers.elanco.com> or otherwise made available to Seller.
- s. **"Product Complaint"** shall mean a customer's written, oral, or electronic communication that alleges deficiencies related to the identity, quality, safety, purity, durability, reliability, safety, effectiveness, or performance of a distributed product, drug/device combination product, animal health premix, active pharmaceutical ingredient, process intermediate, or fermentation product.
- t. **"Purchase Order"** shall mean an agreement between Buyer and Seller for the purchase of goods or services as defined herein.
- u. **"Records"** shall mean any information of any type (including text, data, code, images, sound, source codes, computer programs, software, databases, or the like) that is used, created, or obtained in the performance of any Purchase Order, inscribed on tangible medium or stored in an electronic or other medium in a perceivable form.
- v. **"Restricted Party"** shall mean a Specially Designated National identified on the United States Department of Treasury's Specially Designated Nationals List, or any other United States government list restricting the acquisition of items from an entity or person located inside or outside the United States.
- w. **"Sanctioned Country"** shall mean any country or government subject to United States economic sanctions administered by the United States Department of Treasury.
- x. **"Subcontractor"** shall mean any person, individual, employee, consultant, representative, agent, company or corporation acting on behalf of Seller to fulfill Seller's obligations to Buyer pursuant to a purchase order including providing services that are integrated into any deliverable hereunder. The Subcontractor shall be bound by the same terms and conditions of Seller under any purchase order or agreement.
- y. **"Supplier"** shall mean Seller for purposes of the Supplier Privacy Standard as revised by Buyer from time to time and published at <http://suppliers.elanco.com> or otherwise made available to Seller.

2. **APPLICABLE TERMS AND CONDITIONS:** Offer and acceptance of any Purchase Order issued by Buyer is expressly limited to these Terms and the applicable Purchase Order. Any terms and conditions contained or referenced in a proposal, quotation, invoice, or any other document of Seller shall not constitute a part of the contract of sale or license for the goods or services ordered by Buyer and Buyer expressly rejects any such terms and conditions. Any purported acceptance containing additional or different terms shall be deemed to be an acceptance of these Terms, despite such additional or different terms. Seller's shipment of goods or commencement of services in response to Buyer's order shall constitute acceptance of these Terms.

3. ELECTRONIC TRANSACTIONS:

- a. The only acceptable methods of Purchase Order dissemination and invoicing is via Buyer's web invoicing system or via web enabled EDI. Any exceptions must be approved by Buyer's Director of Purchase to Pay Operations.
- b. If Buyer and Seller have mutually agreed to the use of an EDI system to facilitate purchase and sale transactions, Seller agrees:
 - i. That it shall not contest:
 - (i) any contract of sale resulting from an EDI transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby; or
 - (ii) the admissibility of copies of EDI records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form.
 - ii. That it shall use proper security procedures to protect its EDI records from improper access; and
 - iii. That the records maintained by Buyer regarding EDI Purchase Orders issued by Buyer shall be controlling.

4. PRICE AND PAYMENT TERMS: Each Purchase Order shall be filled at the price specified on the Purchase Order. If no price is specified, the Purchase Order shall be filled at the lowest of (a) the price last quoted by Seller; (b) the price last paid by Buyer to Seller; or (c) the prevailing market price, unless a higher price is approved in writing by an authorized representative of Buyer's procurement department. Buyer issues payments on a weekly basis. All invoices which have reached their payment term maturity will be accumulated and paid in the next weekly payment. Buyer's standard payment terms are net sixty (60) days after Buyer's accounts payable department receives an invoice that complies with the requirements of these Terms, except that Buyer may withhold payment of any amount that it may reasonably dispute in good faith until such dispute is resolved. Seller may offer a discount on individual invoices at the time of invoice entry to the electronic invoice system; those discounted invoices will be paid on the actual due date. Due dates and cash discounts are computed from the date an accurate invoice is received in Buyer's accounts payable department. Buyer may return improper invoices for correction without loss of discount. In case of disputes, doubt concerning quality, or where rejections occur, Buyer may defer payment without penalty or loss of discount.

5. MODIFICATION: These Terms and any accepted Purchase Order may not be modified or amended by Seller unless approved in writing by an authorized representative of Buyer's procurement department.

6. INSPECTION: All Deliverables furnished pursuant to a Purchase Order shall be subject to Buyer's inspection and approval, including acceptance testing by Buyer to verify that the Deliverables satisfy

all requirements conveyed by Buyer to Seller, and any other specifications or documentation relating to the Deliverables provided to Buyer or made generally available by Seller. If Buyer discovers a non-conformity within ninety (90) days following delivery of the Deliverables and Buyer notifies Seller of the non-conformity, notwithstanding prior receipt and payment therefore, Seller shall, at Buyer's sole discretion, either: (i) correct the non-conformity at no additional charge in a timely, professional manner, or (ii) refund monies paid by Buyer for the non-conforming Deliverables or services attributable to or affected by the non-conforming Deliverables, in which case Buyer shall return such non-conforming Deliverables to Seller at Seller's expense. Nothing in this Section shall be construed to limit or otherwise affect Buyer's indemnification rights, warranty rights or any other common law or statutory remedies.

7. **TERMINATION:** Buyer may, at its option, terminate any applicable Purchase Order: (a) immediately upon written notice, if Seller breaches or is in default of its obligations as set forth in these Terms or the applicable Purchase Order; provided, however, except as to breaches of confidentiality, privacy or proprietary rights, or breaches not capable of being cured, Seller shall have thirty (30) days to cure such default following written notice of default from the other party, and (b) immediately upon written notice if Seller ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization. Buyer may, at its option, terminate any applicable Purchase Order, at any time and for any reason upon thirty (30) days prior written notice.
8. **GENERAL REPRESENTATIONS, WARRANTIES, AND COVENANTS:** Seller represents, warrants, and covenants as follows:
 - a. That all Deliverables supplied under Buyer's order are free from defects, of merchantable quality, fit for Buyer's purposes, and in accordance with Buyer's specifications;
 - b. That Deliverables do not and will not infringe the Intellectual Property Rights of any other party, and any use thereof by Buyer consistent with these Terms does not infringe such rights. In addition, with respect to services, all Deliverables produced under the Purchase Order shall be of original development and all Seller property shall be of original development or licensable by Seller;
 - c. That it has enforceable written agreements with all of its employees and Subcontractors assigning to Seller ownership of all Intellectual Property Rights created in the course of their engagement and that is provided or licensed to Buyer under these Terms, and obligating such employees upon terms and conditions no less restrictive than these Terms, not to disclose any proprietary rights or information learned or acquired during the course of such employment or engagement, including without limitation, any Deliverable and any other information. Seller shall take appropriate steps to adequately protect Buyer's Information, including, without limitation, firewall protection, backup processes and procedures, and disaster recovery plans;
 - d. That in the performance of its obligations under a Purchase Order, Seller shall comply with all Applicable Laws, applicable buyer policies and professional or good practice standards or

codes applicable to the nature of the services or goods provided, including but not limited to:

- i. Applicable provisions of the Anti-Bribery Commitments for Elanco Procurement Contracts as revised by Buyer from time to time and published at <http://suppliers.elanco.com> or otherwise made available to Seller;
 - ii. Applicable provisions of Buyer's Supplier Privacy Standard as revised by Buyer from time to time and published at <http://suppliers.elanco.com> or otherwise made available to Seller;
 - iii. Applicable provisions of Buyer's Information Security Standard as revised by Buyer from time to time and published at <http://suppliers.elanco.com> or otherwise made available to Seller;
 - iv. Applicable provisions of Elanco's Animal Care and Use Requirements for Animal Researchers and Suppliers as revised by Buyer from time to time and published at <https://www.elanco.com/suppliers> or otherwise made available to Seller.
 - v. Applicable provisions of Buyer's export and import policies as referenced herein; and
 - vi. Paragraphs (1) through (3) of 29 C.F.R. Part 471, Appendix A to Subpart A regarding the posting of certain notices pertaining to employee rights under the National Labor Relations Act and that no Deliverable supplied under Buyer's order is produced in violation of the Fair Labor Standards Act of 1938, as amended, and that the price of any article supplied under Buyer's order does not violate any provision of the Sherman Act or Robinson-Patman Act, as amended.
- e. Seller will complete any applicable training as reasonably requested by Buyer, including any training required by Applicable Law. Seller shall maintain accurate and current Records of all training activities and retain such Records in accordance with the terms hereunder;
 - f. That no Deliverable supplied under Buyer's order and subject to the Act, is adulterated within the meaning of the Act or an article which may not, under the provisions of Section 301, 404 or 505 of the Act, be introduced into interstate commerce;
 - g. That no Deliverable supplied under Buyer's Purchase Order is produced in violation of the Act, that Seller is not debarred and that Seller has not and will not use in any capacity in connection with the filling of this order the services of any individual or person (as defined in the Act) debarred by the United States Food and Drug Administration under the provisions of the Act. If at any time this warranty is no longer accurate, Seller shall immediately notify Buyer of such changed circumstances;
 - h. Seller shall box, crate or package the Deliverables for shipment in compliance with Applicable Laws, in accordance with good commercial and industry practice, and without charge to Buyer unless otherwise specified on the applicable Purchase Order. All Deliverables supplied under Buyer's order shall be shipped in compliance with all packaging, labeling, shipping, and documentation requirements, including requirements concerning hazardous materials, substances, and waste. Additionally, all Deliverables shall be shipped in compliance with all local, state, national, and international governmental agencies or authorities regulating any segments or modes of transportation employed to effect delivery of such articles to Buyer. Buyer shall have the right to terminate all or any portion of any

Purchase Order without liability if delivery is not made within the time stated in the Purchase Order;

- i. That no Deliverable supplied under Buyer's order is supplied in violation of economic or trade sanctions imposed by the United States government against sanctioned countries, entities, or individuals, including but not limited to, sanctions imposed by the Office of Foreign Assets Control of the United States Department of the Treasury or by Executive Order of the President of the United States;
 - j. That all Deliverables supplied under Buyer's order are supplied in full compliance with the Export Administration Regulations, (15 CFR Part 700-799730 *et seq*) the United States Foreign Trade Regulations (15 C.F.R. Part 30), and any trade or economic sanction regulations (including those administered by the United States Treasury Department's Office of Foreign Assets Control (31 C.F.R. Ch. V);
 - k. That no goods, technology, software or services, as applicable, supplied under a Purchase Order are sourced from or originate with: a Sanctioned Country; a Restricted Party; or any entity owned or controlled by a Sanctioned Country or a Restricted Party;
 - l. That at any time, and without notice to Seller, Buyer may disclose information relating to a possible violation of law by Seller, including the compensation provisions, to a Governmental Authority as is reasonably necessary in connection with Buyer's compliance program; and
 - m. That Seller understands and acknowledges that its requirements under this Section are in addition to all of Seller's other obligations hereunder.
9. **Buyer Property:** Buyer owns all right, title and interest in the Buyer Property. Except for the license granted below, Seller does not have and will not acquire any right, title or interest in or to any of the Buyer Property. . Seller will retain Buyer Property and will exercise appropriate care toward it to protect against damage, destruction, loss, unauthorized use, or unauthorized disclosure, but in no event will Seller exercise a lower degree of care in safeguarding Buyer Property than Seller uses in safeguarding its own property of a similar nature, provided that such degree of care is clear and consistent to ensure the protection of valuable property.
- a. Seller will not encumber, including not possess or assert any lien or other right against Buyer Property.
 - b. Buyer hereby grants Seller a royalty-free, non-exclusive, revocable license to use such Buyer Property solely in connection with providing the services and performance of its obligations as set forth in the Purchase Order, and not for any other purpose. Seller will promptly notify Buyer of any loss, damage, destruction, to Buyer Property in its possession and reimburse Buyer for the value of such lost, damaged or destroyed Buyer Property.
 - c. Seller will neither dispose of Buyer Property nor transfer possession of it to anyone else except in accordance with these Terms and the applicable Purchase Order. Seller will follow Buyer's written instructions for disposition of any of Buyer Property (including any Records that are Buyer Property) in Seller's possession at any time or upon expiration or other termination of an applicable Purchase Order. Such disposition may include destruction, delivery to Buyer, or delivery to a third party designated by Buyer or to another destination of Buyer's choosing.

- d. Other than as provided in this Section, if Buyer does not furnish written instructions for disposition of its property within a reasonable period of time after expiration or termination of the Agreement, Seller will deliver to Buyer all Buyer Property in its possession and will destroy any residual Electronic Records that are Buyer Property, subject to any document retention requirement set forth in this Agreement.
 - e. With respect to Laboratory Samples, Seller shall dispose of any waste generated from Supplier's possession of the Laboratory Samples in accordance with Applicable Law and in accordance with the provisions of these Terms. Information regarding the Laboratory Samples (including the identity, description, and properties of any Laboratory Samples and any information that Seller acquires from its processing, study, use, or handling of the Laboratory Samples) is Buyer Property.
10. **SAFETY & SECURITY:** Seller will comply with, and will cause its representatives, Affiliates and Subcontractors to comply with, all policies and procedures that Buyer establishes to enhance the safety or security of Buyer's facilities or of persons at or near Buyer's facilities, including measures restricting access such as the use of identification badges and passwords. Seller will promptly notify Buyer of any violation of such policies and procedures. Seller will comply with, and will cause its Affiliates and Subcontractors to comply with, the instructions of any Buyer security official that are reasonably necessary to redress a threat, or to avoid an imminent threat, to the safety or security of such facilities or persons. Buyer retains its right to restrict or refuse any person (including Seller, its affiliates and subcontractors) access to Buyer's facilities, computers, or other information systems. Without limiting the generality of the foregoing, Buyer may restrict or refuse access (including access to applicable computer or other information systems as identified by Buyer) to any individual who does not do any of the following to Buyer's satisfaction: (i) submit to and pass a drug screen; (ii) pass a background check; and/or (iii) acknowledge in writing a personal obligation to protect Buyer's Confidential Information.
11. **REPORTING ADVERSE EVENTS AND PRODUCT COMPLAINTS:** If during the course of performing services under these Terms or a Purchase Order, Seller, Seller's representatives, or Seller's subcontractors become aware of an adverse event or product complaint, Seller will report such information to Buyer within one (1) business day of awareness by calling The Elanco Customer Call Center at 1-800-428-4441 or the appropriate local Buyer Affiliate. This reporting obligation does not apply to information that Seller's representatives or Subcontractors receive directly from Buyer or from a clinical investigator conducting a clinical trial on behalf of Buyer.
12. **NONDISCLOSURE:** Except to the extent provided in the section entitled "Publicity", Seller shall not disclose any information concerning Buyer's order or the contract of sale resulting from its acceptance, including its existence, without the prior written consent of Buyer.
13. **REPORTING:** It is understood and presumed by nature of this transaction that no United States or Puerto Rico licensed Animal Health Care Providers will be used in providing services hereunder and that no United States or Puerto Rico licensed Animal Health Care Providers hold an ownership interest in Seller where Seller is a privately held company. Seller will notify Buyer's procurement

department immediately if this understanding is incorrect as Buyer may be required to report any payment/transfer of value made pursuant to the federal open payments law.

14. **CONFIDENTIALITY:** Seller will neither: (i) disclose Buyer's Confidential Information except as authorized below or by Buyer in writing; nor (ii) use Buyer's Confidential Information for any purpose other than meeting Seller's obligations under any Purchase Order. Seller may disclose Buyer's Confidential Information:
- a. To its representatives, Affiliates and Subcontractors who need to know the information for the purpose of meeting Seller's obligations under a Purchase Order; provided that such representatives, Affiliates and Subcontractors must have contractual obligations at least as stringent as those contained in these Terms that prohibit any disclosure and use of Buyer's Confidential Information. Seller is responsible to Buyer for any unauthorized disclosure or use of Buyer's Confidential Information by Seller's representatives, Affiliates or Subcontractors.
 - b. To the extent compelled by Applicable Law; provided, however, that Seller will give Buyer reasonable advance notice of the disclosure to the extent such advance notice is permitted by Applicable Law, and permit Buyer to intervene in any such request or proceeding.
 - c. In communications to its attorneys or accountants who have a professional obligation to maintain such information in confidence. Seller is responsible to Buyer for disclosure or use by any such persons of Buyer's Confidential Information not authorized by Buyer. Promptly upon Buyer's request, Seller will either return or destroy all Records of Buyer's Confidential Information in Seller's possession or control, subject to any document retention requirement set forth in these Terms by providing certificate of destruction. With respect to electronic Records, "**destroy**" includes destroying the physical medium on which a Record is stored or completely and permanently removing a Record from its storage medium and providing a certificate of destruction.
15. **PUBLICITY:** Seller shall not disclose any information concerning any Purchase Order or the contract of sale resulting from the acceptance thereof, including its existence, without the prior written consent of Buyer. Seller shall not use the name of Buyer, any employee of Buyer or any product or service of Buyer in any press release, advertising or materials distributed to prospective or existing customers or any other public disclosure, except as required by law or allowed in this Section. If required by law, Seller shall provide copies of the disclosure for the prior review and comment by Buyer's external corporate communications (public relations) department no less than ten (10) days prior to disclosure. In no event will Seller: (i) represent, directly or indirectly, that any Deliverable provided by Seller has been approved, recommended, certified or endorsed by Buyer; or (ii) use Buyer's logos or other trademarks without the prior written consent of Buyer.
16. **INDEMNIFICATION: LIMITATION OF LIABILITY:** Seller will indemnify and defend Buyer (and Buyer's Affiliates and representatives) against all losses, damages, costs, or expenses, including interest, penalties, reasonable attorney or accountant fees, and expert witness fees related to or arising from any breach by Seller of its representations, warranties or obligations under these Terms or any Purchase Order or from any negligence or more culpable conduct by it (or by its Affiliates or

subcontractors (if any) or any of their respective representatives). Additionally, Seller will indemnify, defend and hold harmless Buyer and its Affiliates for any and all losses, damages, costs, or expenses, including interest, penalties, reasonable attorney or accountant fees, and expert witness fees to the extent arising from any infringement claim regarding the Deliverables, any component thereof, or Seller's Intellectual Property, products, or software related to these Terms. If, as a result of any such claim of infringement, Seller or Buyer is enjoined from using any component of the Deliverables, or if Seller believes that a component of the Deliverables is likely to become the subject of a claim of infringement, Seller will, at its option and its expense: (a) procure for Buyer the right to continue using the Deliverables; or (b) modify the Deliverables so that the Deliverables become non-infringing (which modification or replacement shall not adversely affect the applicable specifications for, or the use or operation by Buyer of, the Deliverables). The liability of Buyer to Seller under these Terms or any Purchase Order will in all circumstances be limited to direct damages, and in no event will Buyer have any liability to Seller for any special, consequential, indirect, incidental, exemplary, or punitive damages, or loss of profit, whether in contract, tort, or otherwise, in relation to these Terms or any Purchase Order. Additionally, Buyer's liability for direct damages shall be limited to the amounts paid under the applicable Purchase Order giving rise to the claim.

17. **LIABILITY INSURANCE:** Seller shall maintain liability insurance policies covering all activities related to any Purchase Order and as otherwise required under Applicable Law (including worker's compensation coverage). Without limiting the generality of the foregoing, Seller shall maintain commercial general liability insurance, including contractual and products/completed operations, with minimum limits of at least \$5,000,000 per occurrence and \$10,000,000 aggregate. Required limits can be achieved by any combination of primary and excess policy limits. All such insurance shall be primary and not contributory with regard to any other available insurance to Buyer. Seller represents and warrants that it shall promptly file all claims made under this Purchase Order with its insurance carriers. At any time upon request from Buyer, Seller shall provide proof of such insurance coverage as required by these Terms and as otherwise required under Applicable Laws.

18. **FEDERAL EEO AND AFFIRMATIVE ACTION LAW:** Buyer's order is subject to and incorporates by reference the provisions of the EEO clause in Section 202 of Executive Order 11246, 41 C.F.R. 60-250 and 41 C.F.R. 60-741, all as amended.
 - a. **Buyer and Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals 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 that covered prime contractors and subcontractors take affirmative action 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.**

19. **ASSIGNMENT:** Seller shall not in any manner delegate its duty of performance or assign its rights or obligations under Buyer's order or the contract of sale resulting from its acceptance without Buyer's prior written consent, except that accounts receivables may be assigned in accordance with

Applicable Law. Any attempted assignment in violation of the preceding sentence shall be of no force or effect.

20. **CHOICE OF LAW, FORUM:** Each Purchase Order and any contract of sale resulting from its acceptance shall be governed in all respects by the laws of the State of Indiana, excluding its rules on conflict of law. Any action related to these Terms or any Purchase Order shall be brought and maintained exclusively in the competent courts of Hancock County, Indiana or the Southern District of Indiana.
21. **UN CONVENTION:** Despite anything in these Terms, the United Nations Convention on Contracts for the International Sale of Goods shall have no application to, and shall be of no force and effect with respect to these Terms or any Purchase Order under these Terms.
22. **RECORDS AND AUDITS:**
- a. At its own expense, Seller will create and maintain all Records: (i) required by these Terms, a Purchase Order, or under any Applicable Law that relates to Seller's performance under a Purchase Order; (ii) sufficient to demonstrate that any and all amounts invoiced to Buyer under a Purchase Order are accurate and proper in both kind and amount; (iii) sufficient to demonstrate the accuracy of any representations or reports submitted to Buyer in connection with any Purchase Order; (iv) sufficient to enable Buyer to comply with Applicable Laws and other legal obligations, to the extent that Seller has or reasonably should have knowledge of those Applicable Laws and other legal obligations; (v) sufficient to show payments to third parties or Governmental Authorities (if any) for the provision of any services under these Terms; (vi) sufficient to document any applicable training required under a Purchase Order; (vii) sufficient to show compliance with any applicable health, safety and environmental standards based on the Pharmaceutical Industry Principles for Responsible Supply Chain Management; and (viii) sufficient to document any misappropriation of Buyer Information. Seller will allow Buyer to inspect, and upon request, Seller will furnish copies of Records, including without limitation, electronic databases, spreadsheets, programs or the like that generated the Record that Seller is required to create or maintain under these Terms.
 - b. Seller will maintain all of the Records listed above for the longest of the following retention periods that apply: (i) any period prescribed by Applicable Law or stated expressly in a Purchase Order; (ii) for Records related to invoices, for five (5) years after payment of the invoice by Buyer; (iii) for Records related to reports submitted to Buyer, for five (5) years after the report is submitted; (iv) for Records needed to meet any applicable regulatory requirements, for fifteen (15) years commencing on the conclusion or termination of the Purchase Order; and (v) for all Records not addressed by one of the above, for five (5) years after the term of the Purchase Order.
 - c. At reasonable times and with reasonable advance notice and subject to compliance with all applicable confidentiality provisions herein, Buyer may enter and conduct an audit on any premises where Records are maintained or services are performed as Buyer deems

necessary to accomplish the evaluations and verifications described above. Seller will cooperate with Buyer and provide reasonable assistance to Buyer to facilitate the evaluation and inspection, and Buyer will reasonably cooperate with Seller to mitigate disruption to Seller's operations. In the event that Records are maintained, services are performed, or Buyer's property is kept at a premises that Seller does not control, Seller will secure rights of entry and inspection sufficient to allow Buyer to exercise its rights under this section.

- d. Buyer, its employees, or designees may exercise Buyer's rights of entrance and inspection under this section. Employees and designees shall be held to the same standards of confidentiality provided herein through the independent contractual obligations he/she has with Buyer. Examples of persons or designees that Buyer may designate include Buyer's independent auditors and representatives of any local, state, federal, or foreign government entity, authority, agency, court, or commission and any applicable arbitrator having jurisdiction over Buyer or its activities related to a Purchase Order.
- e. For Records generated by electronic databases, spreadsheets, programs or the like, Buyer's rights to access and inspection under this section extend to the database, spreadsheet, or program that generated the Record as well as the Record itself.
- f. Some Records required by this section may also fall within the definition of Deliverables or within Seller's Existing Intellectual Capital that is incorporated into the Deliverable (as described in **Section 38**. Seller's obligations under this section do not diminish Seller's other obligations toward, or Buyer's property rights to, such Records. Seller's obligations to maintain Records under this section are extinguished to the extent that Seller properly satisfies another obligation in these Terms or any Purchase Order to deliver or to dispose of such Records.
- g. Buyer will pay its own expenses for any inspection of the Records or Seller's premises. However, if in any audit, Buyer determines that material issues exist that result, resulted, or will result in an overcharge of one percent (1%) or more of the invoiced amount for the audited period, Seller will, within thirty (30) days of receipt of Buyer's notice and supporting documentation, reimburse Buyer for its out-of-pocket costs incurred in conducting the audit, in addition to any remedies that Buyer may have for the overcharge (such as a refund). This subsection is intended as a fair allocation of audit expenses, not as damages or a penalty.
- h. Seller shall provide Buyer with immediate notice of any governmental or regulatory review, audit or inspection of its facilities, processes, or products that might relate to the Deliverables, or products furnished to Buyer under these Terms pursuant to a Purchase Order.
- i. At Buyer's request, a representative of Seller shall accompany Buyer to meet with representatives of the United States Food and Drug Administration, United States Department of Agriculture, United States Environmental Protection Agency, or similar Governmental Authorities to explain or discuss any and all aspects of the Deliverables. Such visit shall be arranged at times mutually agreeable to Buyer and Seller. All reasonable travel expenses incurred by Seller in connection with such visits shall be reimbursed by Buyer.

23. CUSTOMS AND IMPORTS:

- a. Importer of Record. The parties agree that any Imported Products or Deliverables shipped to the United States in conjunction with Seller's performance of its obligations under any Purchase Order will be imported by Seller and delivered to Seller's United States facility before any shipment to Buyer's designated facility. Alternatively, if agreed by Buyer, Seller may "drop ship" Imported Products or Deliverables directly to Buyer's designated facility. In all cases where it is permitted by Applicable Law, unless otherwise directed by Buyer, Seller shall be the "importer of record" and shall comply with its obligations as defined in 19 U.S.C. § 1484: including: (i) payment of all import related fees or expenses, customs duties and fees, and fees for custom house brokerage; (ii) arrangement of all logistics for importation, including selection of custom house brokers, carriers, and freight forwarders; (iii) obtaining and filing all necessary import documentation, authorizations, and declarations; and (iv) compliance with all Applicable Laws related to the exportation of such materials from the country(ies) of origin. Seller shall retain title and risk of loss or other damage to materials until received by Buyer or its designee.
- b. Country of Origin. Imported Products or Deliverables of non-United States origin must be clearly marked with the country of origin (for customs purposes) on each container or on the merchandise as applicable. The United States Customs country of origin is generally the country of manufacture, production, or growth.
- c. Invoices for Imported Products. For Imported Products or Deliverables, invoices (both commercial and pro forma) must contain (written in English) sufficient information and detail as reasonably required by Buyer to comply with applicable customs requirements. A pro forma invoice is one provided for customs valuation purposes only, is not expected to be directly paid, and should contain the statement: "Value for Customs purposes only." Shipping invoices and commercial invoices must use consistent valuations for goods.
- d. Tariff Savings. Certain Imported Products or Deliverables may be eligible for special tariff preference programs at the same time of their import into the United States. Seller shall pursue preferential tariff treatment under such programs and pass any tariff savings along to Buyer. These programs may require additional documents from Seller to confirm eligibility for preferential tariff treatment of goods.
- e. Express Consignment Couriers. Under certain circumstances, shipment by express consignment courier (e.g., FedEx, DHL, Express World Courier, etc.) may be preferred. Notwithstanding the foregoing, in these instances, Seller shall ship Imported Products or Deliverables, at its own expense, using an express consignment courier nominated by Seller and agreed to by Buyer. Seller will provide to the courier for each article in the shipment documentation that includes, as appropriate, (i) detailed descriptions; (ii) six-digit tariff code from the Harmonized Tariff Schedule; (iii) statement of intended use; (iv) fair value; (v) country of origin; (vi) name and address of manufacturer if different than shipper; (vii) contact information for both sender and receiver of the shipment; and (viii) other information or documentation (e.g., FDA End Use Letter, USDA Declaration, etc.) as required by the courier to effect export and import clearances and enable transportation to Buyer's designated facility.
- f. Trade Security Programs. Buyer takes measures to secure its supply chains against acts of terrorism, including an assessment of security practices, using the criteria established under

the United States Department of Homeland Security's Customs-Trade Partnership Against Terrorism (C-TPAT) and Importer Security Filing (ISF) programs, and the European Union's Authorized Economic Operator (AEO) program. Seller shall provide information to Buyer, in the form, quality, and detail reasonably required by Buyer, to enable Buyer to comply with applicable customs trade security requirements. Seller's failure to provide the required information in a timely manner may preclude shipment of Imported Products or Deliverables to the United States. If Seller participates in Customs Industry Partnership Program, Carrier Initiative Programs, Super Carrier Initiative Program, or Business Anti-Smuggling Coalition, Seller shall notify Buyer.

24. **EXPORT INFORMATION:** For each Deliverable, Seller shall provide to Buyer a proposed ECCN. Buyer will make the final determination regarding the appropriate ECCN. Seller shall provide reasonable assistance to Buyer, at no additional charge to Buyer, to enable Buyer to determine the appropriate ECCN. If Seller is authorized by Buyer to file export clearance documentation (such as Electronic Export Information in the United States) with any Governmental Authority on Buyer's behalf, Seller shall: (i) accurately prepare and timely file such export clearance documentation as required by Applicable Law based on information provided by Buyer or by other parties involved in the transaction; (ii) retain such export clearance filings, whether electronically or otherwise, and documentation to support the information provided in the filing of such clearance documents for a period of at least five (5) years from the date of export; and (iii) upon request, provide Buyer in a mutually agreed format a copy of export clearance documents filed, electronically or otherwise, by Seller on behalf of Buyer. In the event that Seller is uncertain of or is missing specific information required for the filing of export clearance documentation, or has questions about any other legal or factual issue related to an export, Seller shall promptly inquire of Buyer concerning such uncertainty, missing information, or question.
25. **TAXES:** Each party will be responsible for its own taxes, including property taxes on property it owns or leases, income taxes on its business, and any other taxes incurred by such party in connection with its business and with performing its obligations hereunder. Buyer will be responsible for any transaction taxes properly collectible from Buyer under Applicable Law. Seller will be responsible for payment of any transaction taxes that are, under Applicable Law, properly borne by Seller, including, but not limited to all export and import taxes. The calculation of taxes shall not include, and Buyer shall not pay, any taxes that are related to intra-corporate transfers or intermediate supplies of the services between Seller and its affiliates or between Seller's Affiliates and related entities.
26. **REIMBURSABLE TRAVEL AND EXPENSES:** In the event that travel and other out-of-pocket expenses are included in an approved Purchase Order, Buyer will reimburse Seller only for Seller's actual, reasonable, proper, out-of-pocket expenses, with no additional overhead, profit margin, administrative charges, handling fees, or other markup, directly attributable to the Purchase Order in accordance with Buyer's Travel Policy. Buyer shall provide Seller with a copy of Buyer's Travel Policy located at <http://suppliers.elanco.com>.

If this order involves software or information technology hardware or services, the following terms shall apply in addition to the terms set out above, and the terms below shall control over any conflicting terms above:

27. **LICENSE:** Seller hereby grants to Buyer, and Buyer hereby accepts, on the following terms and conditions, a nonexclusive and nontransferable, fully paid-up, irrevocable, world-wide, perpetual (unless otherwise expressly specified in the applicable Purchase Order) license to use the software for the number of users or copies of the software provided on the Purchase Order (the “**License**”). Unless specified otherwise on the applicable Purchase Order, the License shall be an enterprise license for all applicable CPUs and available for use by Buyer, its Affiliates, third party service providers, and other necessary parties. All license limitations on use by Buyer (per user, type of user (named, concurrent, etc.), per CPU, per node, per server, etc.) shall be specifically stated in the applicable Purchase Order or shall be of no effect. Seller and Buyer expressly agree that any software shrink-wrap and click-through software licensing agreements or other such terms shall not apply to any software purchased or licensed under any Purchase Order.

28. USE OF SOFTWARE AND DOCUMENTATION:

- a. Buyer may, as part of the License, make additional copies of the software and documentation to support the licensed software and documentation. Buyer may also make backup and archival copies of the software and documentation. Unless otherwise provided on the applicable Purchase Order, Buyer shall have the right to use the software on or in connection with any CPU that Buyer utilizes to fulfill its data processing needs. Buyer reserves the right to use the software at one or more sites and to transfer such software to any location as it may determine.
- b. Buyer, its agents, contractors, assignees and employees shall have the right to unlimited use of the software and to operate and use the software at any time and for any period of time at the convenience of Buyer within the scope of the License. Buyer may use the software acquired hereunder for such purposes and functions as may be necessary or convenient for Buyer’s business purposes, including processing affiliated companies and third party data, and the use of such software shall not be restricted to any particular purpose or function.
- c. The License granted herein on the Purchase Order shall commence upon execution of the applicable Purchase Order.

29. REPRESENTATIONS AND WARRANTIES FOR IT PRODUCTS:

- a. Seller represents and warrants that the IT Products (or any update thereto) shall conform to and will operate in accordance with the Purchase Order and all documentation and specifications supplied by Seller to Buyer.
- b. Seller warrants that all tapes, diskettes or other electronic media provided to Buyer hereunder will be free from defects during the warranty period. Seller shall, within five (5) days of notification by Buyer of such defect, replace any defective electronic media at no additional cost to Buyer.
- c. Seller represents and warrants that it shall at all times document the operation of the IT Products in a manner consistent with the best practices of the software development

- industry, and such documentation shall accurately reflect the operation of the IT Products and enable a person reasonably skilled in computer programming and in possession of the IT Products source code to use and maintain the IT Products fully and completely.
- d. Seller represents and warrants that any equipment delivered hereunder shall be delivered to Buyer with the full warranty granted by the original manufacturer of the equipment still effective. Notice regarding warranty claims raised by Buyer due to defects and/or nonconformities in the equipment or in the operation of the equipment shall be given only to Seller, and upon receipt of such a notice, Seller shall take the steps necessary to effect repair of the equipment.
 - e. Seller represents and warrants that if maintenance services are elected by Buyer, the maintenance services agreement shall become effective upon installation of the IT Product. Buyer's payment obligations for maintenance services shall begin at the end of the warranty period for the IT Products, and shall renew annually unless otherwise terminated by Buyer, provided Seller notifies Buyer in writing thirty (30) days in advance of such renewal date. Notwithstanding the foregoing, Buyer's failure to install or utilize any improvements, enhancements or newly released versions of the IT Products shall have no effect on the Seller's provision of maintenance services. Seller warrants and represents that maintenance services for an IT Product shall be available from Seller for the greater of two (2) years from the acceptance date of the IT Product by Buyer or the current version plus the one (1) prior version. Seller shall provide to Buyer as part of maintenance services, updates and upgrades to the IT Products at no additional cost to Buyer.
 - f. The occurrence in or use by the IT Product supplied by Seller of any dates will not adversely affect its performance with respect to date dependent data, computations, output, or other functions (including, without limitation, calculating, comparing, and sequencing) and that the IT Product will create, store, process and output information related to or including dates without errors or omissions and at no additional cost to Buyer. At Buyer's request, Seller will provide sufficient evidence to demonstrate the adequate testing of the IT Product to meet the foregoing requirements.
 - g. Seller warrants that unless (i) authorized in writing by Buyer; or (ii) necessary to perform valid duties under the IT Products documentation, any IT Products provided to Buyer by Seller for use by Buyer or Seller shall: (a) contain no hidden files; (b) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides; (c) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; and (d) contain no key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data developed under the applicable Purchase Order, based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria. Provided, and to the extent any IT Product has any of the foregoing attributes, and notwithstanding anything elsewhere in the applicable Purchase Order to the contrary, Seller shall be in default of such Purchase Order, and no cure period shall apply. In addition to any other remedies available to it under this Purchase Order, Buyer reserves the right to pursue any civil and/or criminal penalties available to it against the Seller.

- h. Seller warrants that it shall not use or incorporate Buyer Property in Seller's software or products.

30. INFORMATION TECHNOLOGY LICENSE OR MAINTENANCE TERMINATION:

- a. In the event of a breach by Seller of any of its representations, warranties or obligations under the applicable Purchase Order, these Terms, or a maintenance agreement, Buyer may terminate either the License, as well as any associated maintenance services, or the maintenance services (if any) alone, upon thirty (30) days' notice to Seller, provided that Seller has not cured the breach within such notice period. If Buyer terminates the License and the maintenance services based on such breach, Seller shall refund any and all amounts paid hereunder by Buyer for the License and shall refund on a pro rata basis any and all amounts paid hereunder by Buyer for the maintenance services. Sixty (60) days after termination of the License pursuant to this Section 30(b)(i), Buyer shall discontinue further use of such License. Buyer shall, upon written request by Seller, provide Seller with written certification indicating the destruction of all copies of the applicable software in Buyer's possession or under its custody or control.
 - i. If Buyer terminates only the maintenance services, Seller shall refund on a pro rata basis any and all amounts paid hereunder by Buyer for maintenance services. Buyer shall retain all of its rights under the License
 - ii. The other provisions of the Purchase Order and these Terms shall survive termination of any License

31. **UCITA:** Seller and Buyer hereby acknowledge and agree that any provisions of any state law adopting exactly or in modified form the Uniform Computer Information Transactions Act ("**UCITA**") shall not be applicable to this Purchase Order. Furthermore, both Buyer and Seller waive any and all rights arising from any such law.

32. **DATA:** Buyer owns all rights to any data or results generated as a result of the use of the IT Products and may use, execute, display, copy, manipulate and create derivatives of any data or results generated as a result of the use of the IT Products and such data and results shall be considered Buyer Property.

If this order involves performance by Seller of installation, maintenance, or other services, the following terms shall apply in addition to the terms set out above:

33. **LABOR FURNISHED BY SELLER:** Seller acknowledges and agrees that in performing services, Seller will be acting solely as an independent contractor, and neither Seller nor any of its employees,

associated consultants, Subcontractors or employees of said consultants or Subcontractors shall be deemed to be employees of Buyer for any purpose. Except as allowed by the "Subcontractors" provisions below, all persons employed by Seller in the performance of the services are employees of Seller. Seller shall carry such employees on the payrolls of Seller and make all required payments to federal, state, and local authorities covering payroll taxes and any other payments relating to such persons' employment.

34. **TRADE SECRETS:** If Seller is an individual providing services under these Terms, Seller understands that Seller will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Seller further understands that if Seller files a lawsuit for retaliation by an employer for reporting a suspected violation of law, Seller may disclose trade secrets to Seller's attorney and use the trade secret in the proceeding (i) if Seller files any such document containing a trade secret under seal; and (ii) Seller does not disclose the trade secret except pursuant to court order.
35. **SUBCONTRACTORS:** Seller shall not use any Subcontractor without the prior written approval of Buyer. Subject to the foregoing, if Seller should use a Subcontractor, Seller shall be fully responsible for services performed by the Subcontractor to the same extent as if the services were performed directly by Seller and ensure that such Subcontractors comply with all of the requirements of these Terms and the applicable Purchase Order. Seller shall not subcontract any performance hereunder to any parties that are on any excluded or denied party list of any agency of the United States government, or if its export privileges are denied, suspended or revoked by the United States government. Seller has communicated all necessary terms and obligations to Subcontractors, if any, who will be performing work hereunder so that the Subcontractor may appropriately carry out its obligations pursuant to these Terms.
36. **VERIFICATION AND ACCEPTANCE OF SERVICES:** Seller shall document each maintenance or service call with a work order, which shall be signed by Buyer's representative and submitted with Seller's invoice.
37. **LIENS:** Seller agrees and warrants that no mechanics' liens shall attach to Buyer's property by virtue of Seller's default in paying its employees, suppliers or Subcontractors.
38. **OWNERSHIP OF DELIVERABLES:** Buyer shall own all right, title and interest, including Intellectual Property Rights, in the Deliverables, and Seller hereby assigns and conveys such right, title and interest to Buyer. All originals and copies of the Deliverables shall be delivered to Buyer upon the earliest of the completion of the services, the termination or suspension of the services, or the written request of Buyer. Any work product that constitutes "work made for hire" (within the meaning of United States copyright law) will be treated as such. Seller agrees to execute, without further consideration, assignments or other documents that may be necessary to establish Buyer's

ownership of the Deliverables. Seller shall cooperate with Buyer or its designees and execute documents of assignment, declarations, and other documents which may be prepared by Buyer, and take other necessary actions as reasonably directed by Buyer, to effect the foregoing or to perfect or enforce any proprietary rights resulting from or related to these Terms or a Purchase Order. Such cooperation and execution shall be performed without additional compensation to Seller; provided, however, Buyer shall reimburse Seller for reasonable out-of-pocket expenses incurred at the specific request of Buyer. Seller shall cause each of Seller's employees charged with performance of services for Buyer or granted access to confidential information to execute an agreement recognizing Buyer's ownership rights and concurring with the obligations of Seller as set forth herein. Seller hereby grants Buyer a non-exclusive, perpetual license to use, copy, and distribute all of Seller's property provided to Buyer as part of the Deliverables hereunder. If the Deliverable incorporates any intellectual property (including software) that Buyer has purchased or licensed from Seller pursuant to another written agreement, then such other agreement or provision shall control each party's rights with respect to such intellectual property. Despite the preceding clauses, Seller retains all Intellectual Property Rights (other than the following license) to any portion of Existing Intellectual Capital that is incorporated into any Deliverable. Seller grants to Buyer and its Affiliates a non-exclusive, world-wide, perpetual royalty-free license to such Existing Intellectual Capital sufficient to allow full lawful use of the Deliverables that incorporate it, including the use of the Deliverables by Buyer's agents and independent contractors solely to furnish services to Buyer or its affiliates. Despite the preceding clauses, if the Deliverables incorporate any Intellectual Property owned or controlled by a third party, then Seller hereby grants to Buyer and its affiliates, or shall acquire on behalf of Buyer and its affiliates, a perpetual, royalty-free, world-wide, non-exclusive license or sublicense sufficient to allow full lawful use of the Deliverables that incorporate it, including the use of the Deliverables by Buyer's agents and independent contractors solely to furnish services to Buyer or its Affiliates. Seller hereby represents and warrants to Buyer that it has or will have the right to grant such license or sublicense and to incorporate such intellectual property into the Deliverable.

39. **TERMINATION:** Despite any contrary terms contained above, Buyer shall have the right at its absolute discretion, for ten (10) business days following Buyer's written notice to Seller, to terminate, in whole or in part, any Purchase Order or any contract of sale resulting from its acceptance. In the event of such termination, Buyer shall have no obligation to Seller except the obligation to pay all costs actually and reasonably incurred by Seller prior to the date of termination plus a normally accepted trade allowance on such costs as full payment of Seller's overhead and profit, provided, however, that in no event shall Buyer be obligated to pay an amount in excess of the amount set out in the applicable Purchase Order; advance payments will be refunded accordingly. If any Purchase Order or any resulting contract is terminated as a result of the default of Seller, Buyer shall have no obligation to reimburse Seller for any services performed by Seller pursuant to Buyer's order or any resulting contract. Seller agrees that breach of the Elanco Anti-Bribery Commitments for Suppliers shall be considered a material breach of the Terms and that Buyer may immediately seek all remedies available under law and equity including immediate termination of the Purchase Order.

Seller agrees to comply with the following instructions:

MARKINGS ON PACKAGES AND/OR CONTAINERS:

- Show Buyer's Order number on all packages.
- Each Container must also be plainly identified by:
 - Name of Manufacturer
 - Buyer's Product Title
 - Net Weight
 - Parcel Number of Total Parcels Shipped
 - Country of Origin Marking

ADDITIONAL INSTRUCTIONS FOR SHIPMENTS OF DRUGS, CHEMICALS, AND PACKAGING MATERIALS:

- Each container must also be plainly identified with the Manufacturer's Control Number, Manufacturing Location, Buyer's Item Code, Lot or Batch Number.
- Keep number of lots to a minimum.

ADDITIONAL INSTRUCTIONS FOR PRODUCT RECALLS OR TECHNICAL BULLETINS:

Mail all product recalls using United States Postal Service Certified Mail using the following address format:

Elanco US Inc.
RE: Supplier Product
2500 Innovation Way
Greenfield, IN 46140
USA

Mail all Technical bulletins using United States Postal Service Certified Mail using the following address format:

Elanco US Inc.
RE: Supplier Technical
2500 Innovation Way
Greenfield, IN 46140
USA

PACKING SLIPS: A packing slip itemizing contents must be placed on the outside of each package or container in a protective envelope. Buyer's purchase order line number must appear with each item on Seller's packing slip. On shipments of drugs and chemicals, also show number of containers in each batch.

INBOUND ROUTING INSTRUCTIONS, SHIPPING ADDRESS, AND DOCUMENTATION FOR DOMESTIC AND INTERNATIONAL SHIPMENTS: Prior to shipment, Seller shall meet Buyer's requirements regarding the Elanco Inbound Routing Instructions as provided on the Internet at <http://suppliers.elanco.com> or otherwise made available to Seller.

INVOICES: A valid invoice must include Buyer's purchase order number, invoice number, invoice date, description, price and quantity of goods/services provided, net weights, transportation terms, and total amount due. Buyer's purchase order line number must appear with each item on Seller's invoice. Buyer's purchase order currency must match invoice currency in order to be paid by Elanco Accounts Payable. Please refer to additional instructions regarding invoices in the Accounts Payable section on the Internet at <http://suppliers.elanco.com>.

Suppliers submitting invoices via EDI or web enabled EDI process should not submit duplicate paper invoices for this purpose. Further instructions can be obtained by calling (877) 511-1529.

For Imported Products, invoices (both commercial and pro forma) must contain (written in English):

- Name and complete address of Seller/ manufacturer;
- Accurate and detailed description of the goods (adequate to permit accurate customs classification and clearance);
- The name and contact information of the person receiving the goods by Buyer;
- Quantity, unit of measure and purchase price of each item; tariff classification code from the Harmonized Tariff Schedule of the United States; clearly stated terms of sale; Chemical Abstract Service Number (CAS#) and International Non-Proprietary Name (INN), if available, for chemical compounds;
- Currency of purchase;
- Country of origin of goods;
- Separately itemized freight and insurance if to be paid by Buyer and included in the invoice;
- The port of entry to which the Imported Products or Deliverables are shipped; and
- Chemical compounds that are proprietary in nature shall have sufficient description to enable proper classification (e.g., Quinoline (with no other fused ring structure) derivatives including ester and halogens).

Invoices including VAT:

- Must include the seller's VAT registration number.
- All VAT charges submitted to Buyer will be shown as a separate line item on all Seller invoices.
- The invoices which include VAT charges must be delivered to Buyer in original paper invoice for payment or via the buyer's web invoicing system to be considered.
- For instructions regarding Standard of Documentation Required for European VAT Reclaim see: <http://suppliers.elanco.com>

Suppliers that have been pre-approved to mail invoices to accounts payable should use the address listed in the Purchase Order.

Note: Invoices submitted on paper that have not been pre-approved may be assessed a \$50 processing fee. Suppliers cannot assess this fee or any other invoice processing fees on their invoice.

Additional questions on the invoice handling process may be directed to (877) 511-1529.

BILLS OF LADING:

Bills of lading must show Buyer's order number, net weight, gross weight, and/or tare weight where applicable, as well as the number of containers; for drugs and/or chemicals also show number of containers in each batch. If transportation is F.O.B. origin and transportation charges are for Buyer's account, Seller must ship at released value rates that will produce lowest transportation cost via Buyer's designated carrier. When Buyer's carrier is not used and that results in higher transportation charges for Buyer, the excess charges will be deducted from Seller's invoice prior to payment.