

**TERMS AND CONDITIONS
OF
ELI LILLY AND COMPANY**

Updated April 2021

NOTICE FROM ELI LILLY AND COMPANY TO ITS SUPPLIERS

These terms, conditions, and instructions ("Terms") shall be applicable to any purchase order and to all subsequent purchase orders received by you ("Seller") from Eli Lilly and Company ("Buyer") whether received by mail, by telephone, or by electronic means (each a "Purchase Order"), from the date of Seller's receipt of these Terms until such time as Seller receive a revised edition of these Terms or a revised edition of these Terms is posted on [https://www.lilly.com/suppliers or such other location designated by Buyer](https://www.lilly.com/suppliers%20or%20such%20other%20location%20designated%20by%20Buyer). These Terms shall apply to all transactions between you and Buyer until such further notice. Hereafter, Buyer and/or Seller individually or collectively may be referred to as a "party" or "parties" under these Terms.

Additional or different terms, conditions, or instructions applicable to a particular order may be specified in the body of the Purchase Order, or in an exhibit thereto, and, in the event of a conflict, shall take precedence over these terms, conditions, and instructions with the exception of the Section entitled "ELECTRONIC TRANSACTIONS" below.

Despite anything to the contrary contained herein, if Seller and Buyer have executed an agreement ("Agreement") which governs the purchase and sale of the goods, software or services in issue, the terms of such Agreement shall be controlling and shall take precedence over these Terms and any additional or different terms contained in any document generated by Seller.

PLEASE RETAIN THIS DOCUMENT IN YOUR COMPANY FILES FOR FUTURE REFERENCE

1. DEFINED TERMS:

- a. "Adverse Event" or "AE" means: (a) any undesirable medical occurrence in a patient or clinical investigation subject administered a Buyer product (drug or device), including side effects already listed in the package insert, whether or not considered to be product related, that is unfavorable and unintended and that occurs after any use of a Buyer product (off-label and on-label). Included are events related to suspected lack of expected efficacy.
- b. "Affiliate" of a party means 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.
- c. "Applicable Laws" means 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, the performance of obligations or other activities related to these Terms and/or a Purchase Order, or to a party, a party's Affiliates, a party's Subcontractors, or to any of their Representatives.
- d. "Buyer's Confidential Information" means 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.
- e. "Claim" includes claims, demands, lawsuits, administrative proceedings or similar actions.
- f. "Compensation" means: (i) the amount of compensation set forth in any Purchase Orders; plus (ii) to the extent another term of these Terms expressly requires Buyer to bear (or to reimburse Seller for) a particular cost of Seller's performance of an obligation under these Terms, an amount equal to Seller's actual, out-of-pocket cost of performing that obligation.
- g. "Deliverables" means the following: (i) for any order of goods, including software and any computer program, programming, modules, patches, upgrades, new versions and modifications thereto, Deliverables includes any goods or articles specified in Buyer's 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, 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. For clarification, Deliverables also include any combination of the foregoing,

including Software Services.

- h. "EDI" means electronic data interchange.
- i. "Existing Intellectual Capital" means any Intellectual Property that Seller invented, created, developed, or acquired outside the course of its performance under these Terms and without use of Buyer's information or materials.
- j. "Governmental Authority" means (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.
- k. "Indemnitee" is a Person with a right to be indemnified hereunder.
- l. "Indemnitor" is a Person with an obligation to indemnify another Person hereunder.
- m. "Intellectual Property" means all inventions, 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 Office Intellectual Property Rights.
- n. "Intellectual Property Rights" means the property rights or quasi-property rights afforded by patents, copyrights, trademarks, or trade secrets; publicity rights, privacy rights, and moral rights.
- o. "Laboratory Samples" means any proprietary device, compound, substance, or mixture of compounds or substances (including any derivatives thereof) that: Buyer furnishes Seller under these Terms; or that Seller creates as a result of performing the Services.
- p. "Lilly Data" 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 these Terms, including, without limitation all data derived by Buyer, or by Seller pursuant to its provision of the Software Services, or originating from third parties and to which Buyer has received certain rights. In addition, Lilly Data shall be considered Buyer Confidential Information.
- q. "Lilly Property" means all (a) Intellectual Property of Buyer (including Deliverables); (b) Lilly Data; (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.
- r. "Loss" includes losses, damages, costs, or expenses (including interest, penalties, reasonable attorney or accounting fees, and expert witness fees) recoverable at law or in equity, whether sounding in contract, tort, strict liability or other theory.
- s. "Person" includes an individual or a partnership, corporation, association, limited liability company or other form of organization.
- t. "Personal Information" means any information as defined in Buyer's Supplier Privacy Standard as revised by Buyer from time to time and published at <https://www.lilly.com/suppliers/new-and-existing-suppliers/supplier-notifications> or otherwise made available to Seller.
- u. "Product Complaint" or "PC" means a customer's written, oral or electronic communication that alleges deficiencies related to the safety, identity, quality, durability, reliability, effectiveness, or performance of a Buyer product after it is released for distribution.
- v. "Records" means 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.
- w. "Representative" means an employee, officer, director, or agent.
- x. "Seller" means also Supplier, and the terms may be used interchangeably throughout these Terms, any Purchase Orders or Agreements.
- y. "Services" means the particular services that Seller is obligated to furnish Buyer or that are identified as Services under these Terms and/or the applicable Purchase Order.
- z. "Software Service" means any software-as-a-service (SaaS) or other Deliverables that involve Seller providing application or software functionality as a hosted solution.
- aa. "Subcontractor" means any Person that performs any of the obligations of Seller under these Terms, whether in privity to Seller or in privity to another Subcontractor.

bb. "Tax" or "Taxes" means all taxes, levies, or other like assessments, charges, fees, including, without limitation, income, gross receipts, excise, ad valorem, property, goods and services, value added ("VAT"), import, export, sales, use, license, payroll, franchise and privilege taxes or other taxes, fees, duties, charges, levies, or assessments of any kind whatsoever (whether payable directly or by withholding), together with any interest and any penalties, additions to tax or additional amounts, imposed by a Governmental Authority. "Income Tax" means all Taxes (including franchise and privilege taxes) based upon or measured by income or gross receipts over a period of time, including withholding Taxes imposed in lieu of Income Taxes. "Transaction Tax" means all services, VAT, sales, use, transaction-based gross receipts, COFINS, ISS, PIS, China Business Tax and other similar Taxes arising in connection with Seller's charges to Buyer under these Terms or a particular transfer of property, goods or services. "Property Tax" means real and personal property ad valorem Taxes and any other Taxes imposed on a periodic basis and measured by the level of any item. "Import or Export Tax" means any import, export, withholding and similar Taxes related to the importation or exportation of any goods or Services or Deliverables performed under these Terms.

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 in a proposal, quotation or invoice of Seller shall not constitute a part of the contract of sale resulting from Seller's acceptance of Buyer's order unless such terms and conditions are specifically incorporated or noted in the Purchase Order. 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 and any additional or different terms contained in any acknowledgment or invoice form submitted by Seller shall not constitute any part of the contract of sale resulting from Seller's acceptance.

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 Seller and Buyer 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 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 Buyer's web invoicing system; those discounted invoices will be paid in accordance with Seller's selection. 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. Seller may have the option to select a discount in exchange for shorter payment terms on individual invoices at the time of invoice entry to Buyer's web invoicing system and those discounted invoices will be paid in accordance with Seller's selection. Seller must provide banking instructions to allow payments to be made electronically. For new Seller accounts or changes to bank details on existing bank accounts, visit the Supplier Setup and Change Requirements page on the Supplier Portal at <https://www.lilly.com/suppliers/> and expand the "Required Documents" section to obtain the appropriate form and submission details.

5. MODIFICATION: Modification, rescission, or amendment of Buyer's order or the contract of sale resulting from its acceptance shall be ineffective 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, including any specifications or documentation relating to the Deliverables. 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. PACKAGING, DELIVERY, TERMINATION: All Deliverables supplied under Buyer's order shall be shipped by Seller in full compliance with packaging, labeling, shipping, and documentation requirements, including requirements concerning hazardous materials, substances, and waste of all state, local, national, or international governmental agencies or authorities regulating any segments or modes of transportation employed to effect delivery of such articles to Buyer, and all hazardous materials, substances, and waste shall be packaged, marked, labeled and shipped in accordance with all Applicable Laws in accordance with good commercial and industry practice, and without charge to Buyer unless otherwise specified on the applicable Purchase Order. 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. Any Deliverables, or other materials shipped by Seller or Seller's designee to Buyer or Buyer's designee in conjunction with Seller's performance of its obligations under an applicable Purchase Order, shall be delivered FCA Seller's or Seller's designee's facility (Incoterms® 2010). If any shipments of active pharmaceutical ingredients, active materials, raw materials, or other goods or materials from Buyer or Buyer's designee to Seller or Seller's designee is necessary under any applicable Purchase Order, said shipment shall be delivered DAP Seller's or Seller's designee's facility (Incoterms® 2010).

8.

9. GENERAL REPRESENTATIONS AND WARRANTIES: Seller represents, warrants, and covenants:

- a. That all Deliverables supplied under Buyer's order are free from defects, of merchantable quality, 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 and will not infringe such rights. This representation and warranty does not apply to infringement arising solely from: (i) anything Buyer provides which is incorporated into the Deliverable or Seller's compliance with any designs, specifications, or instructions provided by Buyer or a third party at Buyer's direction; (ii) Buyer's modification of the Deliverable independent of Seller; or (iii) the combination, operation or use of the Deliverable with any product, data, apparatus, or business method that Seller did not provide and could not reasonably anticipate. 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 Representatives and Subcontractors assigning to Seller ownership of all Intellectual Property Rights created in the course of their employment or engagement, 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.;
- 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 provided, including but not limited to:
 - i. Applicable provisions of the Anti-Bribery Commitments for Lilly Procurement Contracts as revised by Buyer from time to time and published at <https://www.lilly.com/suppliers/new-and-existing-suppliers/supplier-notifications> 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 <https://www.lilly.com/suppliers/new-and-existing-suppliers/supplier-notifications> or otherwise made available to Seller.
 - iii. Buyer's Information Security Standard as revised by Buyer from time to time and published at <https://www.lilly.com/suppliers/new-and-existing-suppliers/supplier-notifications> or otherwise made available to Seller;
- iv. Applicable provisions of Buyer's Import/Export and Trade Security Supplier Standards as revised by Buyer from time to time and published at <https://www.lilly.com/suppliers/new-and-existing-suppliers/supplier-notifications> or as otherwise made available to Seller;
- v. In order for Buyer to comply with the applicable provisions of the Open Payments Law, 42 U.S.C. § 1320a-7h, as amended, which requires Buyer to publicly disclose certain payments or other transfers of value to Covered Recipients (as that term is defined in the Open Payments law), Seller shall provide, to the extent applicable under this Agreement, all accurate and complete information reasonably required by Buyer to fulfill its reporting obligations. Such information shall be provided to Buyer no later than thirty (30) days following the end of each month and shall include, but not be limited to: (i) the identity of the Covered Recipient receiving the payment or transfer of value; (ii) the date on which the Seller made the payment or transfer; (iii) the amount of the payment or transfer of value; and (iv) the purpose of the payment or transfer of value. Submit information or questions regarding reporting of payment or transfer of value information to global_transparency_mailbox@Buyer.com.
- vi. If a Covered Recipient receives a payment or transfer of value from Seller for Services provided under this Agreement that Buyer must report, Seller agrees and acknowledges to provide written notice to such Covered Recipient stating that Buyer has an obligation to disclose the information described above and that such information will then be publicly available.
 - (i) Seller agrees and acknowledges that, upon Buyer's request, Seller will provide such additional information and assistance that Buyer reasonably requires to address any claims raised by a Covered Recipient relating to the accuracy and completeness of the data provided by the Seller to Buyer hereunder.

vii. Applicable clauses set forth in the United States Federal Acquisition Regulation ("FAR") FAR 52.244-6(c)(1) as set forth at

<https://www.lilly.com/suppliers/new-and-existing-suppliers/supplier-notifications/legal-posts> and such other provisions as may be required by Applicable Law to allow the sale of products to the United States Government from time to time by Buyer; and

- viii. 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. That no Deliverable subject to the Federal Food, Drug, and Cosmetic Act, as amended (for purposes of this representation and warranty, the "Act"), is adulterated within the meaning of the Act or is an article which may not, under the provisions of Section 301, 404 or 505 of the Act, be introduced into interstate commerce;
- f. That no Deliverable is produced in violation of the Generic Drug Enforcement Act of 1992, as amended;
- g. That Seller has not been debarred by the United States Food and Drug Administration under any provision of the Generic Drug Enforcement Act; or excluded by the Office of the Inspector General of the United States Department of Health and Human Services, or by any other authority, from participating in any health care program (such as Medicare or Medicaid) funded by any Governmental Authority. Seller agrees that no Person who has been debarred or excluded as described above will furnish any of the Services or Deliverables or perform any of Seller's obligations under these Terms or a Purchase Order. Seller will immediately notify Buyer in writing (with a copy to Buyer's legal counsel) of any actions taken or pending that threaten or confirm a debarment or exclusion or action outlined above of any such Person;
- h. That Seller and its Subcontractors are not on any list of restricted entities, persons, or organizations published by any member state of the European Union, the United States of America government, the United Nations, or other Governmental Authority, including the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, Sectoral Sanctions Identifications List, and Foreign Sanctions Evaders List, the U.S. Commerce Department's Entity List, Denied Persons List, and Unverified List, the U.S. State Department's nonproliferation lists, and the EU's Consolidated List of Designated Persons, (collectively, the "Sanctions Lists"). Seller represents and warrants that it and its Subcontractors are not owned or controlled in the aggregate at 50% or greater interest, directly or indirectly by a person or entity which is included on such Sanctions Lists;
- i. 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 Government Authority as is reasonably necessary in connection with Buyer's compliance program;
- j. That Seller will not use any Covered Recipient, as that term is defined in 42 C.F.R. § 403.902, in providing Services under this Agreement, including any of Seller's own Representatives or Subcontractors who meet the definition of a Covered Recipient unless such use is consistent with Section 9(d)(v-vi) above. If at any time Seller will use a Covered Recipient in a manner inconsistent with this Section, Seller will notify Buyer via global_transparency_mailbox@lilly.com and comply with the reporting obligations outlined in Section 9(d)(v-vi) in accordance with the Federal Open Payments Law;
- k. Buyer agrees that Seller, in its sole discretion, has the power to select or engage its Representatives or Subcontractors who will perform the Services under this Agreement. Seller maintains all the rights and privileges of employer or contractor of its Representatives or Subcontractors, including, without limitation, the right to control, hire, discipline, determine and negotiate compensation, compensate, and terminate such Representatives or Subcontractors. Seller's Representatives or Subcontractors who perform the Services under this Agreement have confidential employment or other relationships with Seller, about which Buyer has no knowledge regarding the terms of such confidential relationships. The parties agree that to the extent that Seller chooses to apply or utilize some portion of the compensation or other payments that Buyer furnishes to Seller under this Agreement to support the salaries of Representatives or Subcontractors involved in performing some or all of the Services under this Agreement: (i) such application or use is at the sole discretion of Seller and not at the request of or with the understanding of Buyer; and (ii) such salaries have been set by Seller without regard to any such Representatives' or Subcontractors' involvement in performing the Services under this Agreement specifically for Buyer, but rather such Representatives' or Subcontractors' obligations to generally perform the types of services described in this Agreement for Seller. The parties agree that, unless otherwise expressly provided in this Agreement, Buyer has not directed or requested, nor will it in the future direct or request, Seller to make any payment (in whole or in part) made pursuant to this Agreement to any of Seller's Representatives or Subcontractors; and
- l. No Covered Recipient, as that term is defined in 42 C.F.R. § 403.902, has any ownership interest in Seller. Seller agrees to notify Buyer promptly in writing via global_transparency_mailbox@Buyer.com if a Covered Recipient acquires such an ownership interest. Seller also agrees to provide Buyer with all necessary information regarding any such ownership interest(s) as may be needed for Buyer to comply with the reporting obligations of the Open Payments Law, 42 U.S.C. § 1320a-7h, as amended, and implementing regulations.

10. SAFETY & SECURITY: Seller's Representative(s) may be granted a security identification badge and allowed unescorted access to Buyer's facilities in Buyer's sole discretion. As a condition to obtaining such unescorted access, 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, without limitation, measures such as safety orientation programs, substance abuse screening, training, background check requirements, restricting access through the use of identification badges and passwords, and any additional policies or procedures provided by

Buyer. Buyer retains its right to restrict or refuse any person (including Seller, its Affiliates, Subcontractors, and their respective Representatives) access to Buyer's facilities, computers, or other information systems at any time. Seller will promptly notify Buyer of any violation of such policies and procedures by any of the persons listed above. In particular, but not in limitation of the preceding, 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. satisfy Buyer's background check and drug screen requirements; and
- ii. acknowledge in writing a personal obligation to protect Buyer's Confidential Information, substantially equivalent to what is contained in Buyer's Confidential Information section of these Terms.

Seller will, to the extent permitted by Applicable Law, make available such documentation as Buyer reasonably requires within five (5) days of Buyer's request to demonstrate Seller's compliance with the requirements of this section.

- 11. REPORTING ADVERSE EVENTS AND PRODUCT COMPLAINTS:** If during the course of performing Services under these Terms, a Purchase Order or a related Agreement, 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 business day of awareness by calling The Lilly Answers Center at 1-800-LillyRx or the appropriate local Buyer Affiliate unless the applicable Exhibit/Purchase Order/Business Operating Procedure provides otherwise. 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 Buyer's behalf.
- 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. CONFIDENTIALITY:** Buyer Confidential Information is and shall remain the exclusive property of Buyer or its Affiliates, as applicable and shall not be commercially exploited by or on behalf of Seller, its employees or agents. 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 and their respective Representatives 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 have contractual obligations with Seller that prohibit any disclosure and use of Buyer's Confidential Information in accordance with these Terms. 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.
 - 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.

Seller will follow Buyer's written instructions for disposition of any of Buyer's Confidential Information in Seller's possession at any time. 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. For purposes of Electronic Records, "delivery" includes an electronic transmission of the Record or the delivery of the Record stored on an appropriate physical medium; and "destroy" or "destruction" includes the destruction of the physical medium on which a record is stored or the complete and permanent removal of a Record including all copies of Buyer Confidential Information from its storage medium, and certification of the same.

- 14. TRAINING:** Seller agrees to provide annual anti-corruption compliance training to all Seller personnel providing Services, either by utilizing the anti-corruption training module at <http://supplierportal.lilly.com/Pages/Existing-Suppliers.aspx> (if not accessible for any reason, the Seller is responsible for obtaining it from its Buyer contact) or through the provision of comparable anti-corruption training. Seller agrees to provide relevant documents to Buyer, or an independent party nominated by Buyer, to show compliance with this requirement. Such documentation evidencing compliance with the training requirement should, at a minimum, contain the following information: (a) number of employees trained; (b) positions of those trained employees; (c) whether Seller conducted training using the Buyer-provided anti-corruption training module or their own comparable anti-corruption training; and (d) the date(s) training was completed.

Seller shall ensure that its personnel receive appropriate training necessary for its performance of the Services and other obligations, including: (i) any training required by Applicable Law or necessary for Seller to maintain an appropriate knowledge of Applicable Law as related to the Services provided, (ii) as set forth in an applicable Work Order, or (iii) as reasonably requested by Buyer. Seller shall maintain accurate and current Records of all training activities and retain such Records in accordance with these Terms and the Purchase Order.

- 15. LILLY PROPERTY:** Buyer owns all right, title and interest in the Lilly 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 Lilly Property. Seller will retain Lilly Property and will exercise appropriate care toward it to protect against damage, destruction, loss, unauthorized use, or unauthorized disclosure in accordance with these Terms, but in no event will Seller exercise a lower degree of care in safeguarding Lilly Property than Seller uses in safeguarding its own property of a similar nature.

Seller will not encumber, including not possess or assert any lien or other right against Lilly Property. Buyer hereby grants Seller a royalty-free, non-exclusive, revocable license for the Term to use such Lilly Property solely in connection with providing the Services and performance of its obligations as set forth in these Terms, and not for any other purpose. Seller will promptly notify Buyer of any loss or damage to Lilly Property in its possession, custody, or control in accordance with the requirements set forth in these Terms.

Seller will neither dispose of Lilly Property nor transfer possession of it to anyone else except in accordance with these Terms. Seller will follow Buyer's written instructions for disposition of any Lilly Property in Seller's possession at any time during the Term or upon expiration or other termination of the 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.

Other than as provided in this Section, if Buyer does not furnish written instructions for the disposition of Lilly Property within a reasonable period of time after expiration or termination of the applicable Purchase Order, Seller will deliver to Buyer all Lilly Property in its possession and will destroy any residual Electronic Records that are Lilly Property, subject to any document retention requirements set forth in these Terms. With respect to Laboratory Samples, Seller shall dispose of any waste generated from Seller'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 Lilly Property and Lilly Confidential Information.

- 16. TERMINATION:** In addition to any other right Buyer has to terminate under these terms, Buyer may terminate any or all Purchase Order(s) in effect as follows: (i) Buyer may terminate any Purchase Order (in whole or in part) for any reason including convenience by written notice to Seller and termination will be effective immediately unless the notice specifies a later date; (ii) Buyer may terminate any Purchase Order hereunder immediately upon written notice to Seller if Seller defaults in the performance of any of its material obligations under these Terms and/or the applicable Purchase Order and fails to cure (to the extent such default is capable of being cured) the default within 15 days of receiving written notice of the default; or (iii) Buyer may elect to immediately terminate any Purchase Order in the event of a commencement by Seller of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or the entry of a decree or order for relief in respect of Seller in a case under any such law or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Seller, or for any substantial part of the property of Seller, or ordering the wind-up or liquidation of the affairs of Seller; or the filing and pendency for thirty (30) days without dismissal of a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law; or the making by Seller of any general assignment for the benefit of creditors; or the failure of Seller generally to pay its debts as such debts become due; or the taking of action by Seller in furtherance of any of the foregoing. In the event of any such termination, Buyer's obligation to compensate seller is reduced to the portion of the compensation corresponding to services, goods, and deliverables properly furnished prior to termination.
- 17. 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 Applicable Law or allowed in this Section. To the extent allowed by Applicable Law, Seller shall provide copies of any proposed disclosure for 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.
- 18. INDEMNIFICATION: Seller Indemnification.** Seller will indemnify and, defend, and hold Buyer and its Affiliates harmless against any and all Losses arising from third-party Claims to the extent occurring from:
- a. Any breach of Seller's obligations under these Terms or any Purchase Order;
 - b. Any loss, unauthorized disclosure or use of, or unauthorized access to, Buyer's Confidential Information;
 - c. Any Fault of Seller or its Affiliates.
 - d. Any Fault on the part of Seller's Representatives, or its Affiliates' Representatives, or its Subcontractors, or its Subcontractor's Representatives.; and
 - e. Any Claim that the Services or Deliverables, or Buyer's use thereof, infringes the Intellectual Property Rights of another Person. If, as a result of any such Claim of infringement, Seller or Buyer is enjoined from using any component of the Services or Deliverables or if Seller believes that a component of the Services or Deliverables is likely to become the subject of a Claim of infringement, Seller will, at its option and its expense and in addition to its obligations of indemnification set forth above: (a) procure for Buyer the right to continue using the Services or Deliverables; or (b) modify the Services or Deliverables so that they become non-infringing (which modification or replacement shall not adversely affect the applicable specifications for, or the use or operation by Buyer of, the Services or Deliverables); or (c) if the other options stated are not practicable, refund to Buyer any and all Compensation paid to Seller by Buyer for the applicable Services or Deliverables.
- 19. LIABILITY INSURANCE:** Seller shall maintain or will cause its Affiliates and Subcontractors to maintain all insurance policies described below covering all activities related to any Purchase Order on the part of Seller, its Affiliates, its Subcontractors, their respective Representatives, and

anyone else for whose acts or omissions Seller may be liable.

- a. Commercial general liability insurance shall have minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate and contain the following:
 - i. Products-completed operations of no less than \$1,000,000 aggregate
 - ii. Personal and advertiser's injury of no less than \$1,000,000 aggregate
 - iii. Fire damage of no less than \$100,000 per occurrence.
- b. Workers' compensation insurance as required by applicable laws.
- c. Employer's liability insurance with minimum limits of \$1,000,000 for each accident and \$1,000,000 per employee and aggregate for disease.
- d. Automobile liability insurance with split policy limits shall have a minimum of \$500,000 per individual with \$1,000,000 per accident for bodily injury and \$1,000,000 for property damage. If policy has a single combined limit then the minimum limits shall be no less than \$1,000,000 per occurrence.
- e. Professional liability insurance with aggregate limits of no less than \$2,000,000.
- f. Excess or umbrella liability insurance with aggregate limits no less than \$2,000,000 and shall follow form with the policies required above. Required limits for any policy above can be achieved by any combination of primary and excess policy limits.
- g. Cyber liability insurance with a limit of not less than \$25,000,000 per occurrence, covering;
 - i. security liability exposure, including data breaches, alteration or
 - ii. destruction of data, virus transmission, and cyber extortion; and
 - iii. privacy liability exposure for violations of a customer's or other third party's privacy due to disclosure, or risk of disclosure, of personal information, violations of privacy law, including coverage for breach response costs, regulatory fines and penalties, and notification and credit monitoring expenses.

Each policy will be underwritten by an insurer rated A, V or better by A.M. Best Co. Except to the extent prohibited by Applicable Law each policy above shall contain a waiver of subrogation in favor of Buyer. Each policy other than workers' compensation policies will name Buyer as an additional insured. Seller shall be responsible for payment of all deductibles or retentions. Upon request, Seller will cause the underwriter of each policy to furnish Buyer with a certificate of insurance for each insurance policy required above. It is the Seller's responsibility to notify Buyer of any cancellations or intent to not renew any of required insurance policies. 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.

20. FEDERAL EEO AND AFFIRMATIVE ACTION LAW:

Buyer and Seller will, if applicable, abide by the requirements of 41 CFR 60-1.4, 60-1-7, 60-1.35(c), 60-300.5(a) and 60-741.5(a) and 29 CFR part 471, Appendix A to Subpart A, as updated from time to time. Among other requirements, 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, disability or veteran status.

21. ASSIGNMENT:

Seller may not assign its interest under these Terms whether by reason of merger, sale of all or substantially all of the assets of the business to which any Purchase Order relates, or otherwise, solely with the prior written consent of the Buyer. No assignment shall relieve Seller of responsibility for the performance of any obligation that accrued prior to the effective date of such assignment. In the event of such assignment under this section, these Terms shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Buyer may assign, without the prior written consent of the Seller, any or all of its rights or delegate any or all of its obligations under these Terms to any of its Affiliates; to a purchaser of all or substantially all of the assets or entities that comprise an identifiable segment, portion, division or unit of a business of Buyer; to a successor in interest of Buyer; or as part of a corporate reorganization, amalgamation, consolidation or merger.

- 22. 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. The parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within Marion county of the State of Indiana and irrevocably agree that all actions or proceedings between the parties shall be brought, maintained and litigated exclusively in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

- 23. UCC:** Seller and Buyer hereby expressly agree that the provisions of the Uniform Commercial Code as adopted by the State of Indiana shall apply to this Purchase Order, including, but not limited to, any software purchased under this Purchase Order.

24. 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.

25. 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 relate 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 show payments to third parties or Governmental Authorities (if any) for the provision of any Services under these Terms; (v) sufficient to document any applicable training required under a Purchase Order; (vi) sufficient to demonstrate compliance with any applicable health, safety and environmental standards based on the Pharmaceutical Supply Chain Initiative (PSCI); and (vii) sufficient to document any misappropriation of Lilly Property. 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 applies: (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 at any premises where Records are maintained or services are performed as Buyer deems necessary to accomplish the evaluations and verifications described in this Section. Due diligence assessments and on-going monitoring activities do not constitute an audit. 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 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 in these Terms 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 state, local 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. 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).
- f. Seller shall provide Buyer with immediate notice of any Governmental Authority's 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.
- g. 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 Environmental Protection Agency, or similar domestic or foreign regulatory agencies (collectively "Regulatory Authority") to explain or discuss any and all aspects of the Deliverables. Such visit to Regulatory Authorities 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.

26. CUSTOMS AND IMPORTS:

- a. Importer of Record. The parties agree that any Deliverables, or other goods or materials, shipped in conjunction with the performance of their respective obligations under a Purchase Order shall be imported by the receiver of the shipment. The receiver shall act as the importer of record and shall comply with all local customs and other import requirements, including (i) selection of customhouse brokers; (ii) obtaining and filing all necessary import documentation, authorizations, and declarations; and (iii) payment of all fees for customhouse brokerage, customs duties and fees, and all other import-related fees or expenses
- b. Mutual Cooperation. Each party shall timely provide information or assistance as is reasonably requested by the other party to complete its obligations under this section, including providing information necessary to facilitate an import which is not reasonably ascertainable by the importing party through other means.
- c. Express Consignment Couriers. When shipment by express consignment courier (e.g., FedEx, DHL Express, etc.) is preferred, each party shall ship the goods or other materials at its own expense, using an express consignment courier ("Courier") agreed to by the other party. The shipping party will provide to the Courier for each article in the shipment documentation, as applicable, that includes a (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 as required by the Courier to effect export and import clearances and enable transportation to the receiving party's designated facility.

d. Trade Security Programs.

- i. Supply Chain Security. To secure the supply chain for all articles shipped to its facilities, Buyer participates in various supply chain security programs such as the U.S. Customs-Trade Partnership Against Terrorism (C-TPAT) program and the European Union Authorized Economic Operator (AEO) program. Seller will cooperate with Buyer's measures to implement supply chain security programs by, for example, completing and updating questionnaires that Buyer uses to assess supplier security practices, informing Buyer of any supply chain security breaches concerning shipments to Buyer, assisting Buyer in assessing and evaluating Seller's security practices, improving Seller's security practices when necessary to satisfy supply chain security program requirements, and timely providing any security-related information required by Buyer for import, export, or transportation purposes.
- ii. Advance Shipping and Import Notification. Seller agrees to timely provide Buyer or Buyer's agent with all information necessary for Buyer to submit advance import information required by customs authorities. Seller's failure to provide the required information in a timely manner could preclude importation or shipments to Buyer, and potentially result in increased costs or claims for compensation under a Purchase Order.

27. EXPORTS: Seller will not export, re-export or transfer any goods, technology, or software, or cause the export, re-export, or transfer of any goods, technology, or software, with Buyer listed as the principal party in interest or exporter. Seller will not, and will ensure that its Representatives, Subcontractors, and others acting on its behalf, will not, export, re-export or transfer any such goods, technology, or software if doing so would cause Buyer, Seller, or any other person to violate the Export Administration Regulations (15 C.F.R. part 730 *et seq.*), the U.S. Foreign Trade Regulations (15 C.F.R. Part 30), any trade or economic sanction regulations (including those administered by the U.S. Treasury Department's Office of Foreign Assets Control (31 C.F.R. Ch. V), or any existing or future Applicable Laws related to export controls or sanctions.

28. 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.

Seller shall make all reasonable efforts to recover any and all VAT (or similar taxes) incurred by it in performing its obligations under these Terms. Seller will pay all unrecoverable VAT (or similar taxes) unless otherwise agreed in the applicable Purchase Order. If any Governmental Authority refunds any Transaction Taxes to Seller which Buyer or its Affiliates originally paid to Seller in accordance with this Section, or Seller otherwise becomes aware that any such Transaction Tax was incorrectly and/or erroneously collected from Buyer or its Affiliates, or Seller otherwise receives an economic benefit (such as an audit offset) as the result of incorrectly and/or erroneously receiving such collected Transaction Taxes from Buyer, then Seller shall promptly remit to Buyer the amount of refund or Tax erroneously or incorrectly collected.

If any payments made by the parties under these terms become subject to withholding under Applicable Laws of any Governmental Authority, each party shall be authorized to withhold such Taxes as are required under Applicable Law, pay such Taxes to the appropriate Governmental Authority, and remit the balance due to the other party net of such Taxes. The party paying such Taxes to the Governmental Authority shall secure and promptly deliver to the other party an official receipt for such Taxes paid.

Any Transactional Taxes assessed on the provision of the Services for a particular site resulting from Seller's relocating or rerouting the delivery of Services for Seller's convenience to, from or through a location other than the Seller's location used to provide the Services as of the earliest Effective Date of any Purchase Order shall be borne by Seller.

The parties agree to fully cooperate with each other to enable each party to more accurately determine its own Tax liability and to minimize such liability to the extent legally permissible and administratively reasonable. Each party shall provide and make available to the other party any exemption certificates, resale certificates, information regarding out of state or out of country sales or use of equipment, materials or services, and any other information reasonably requested by the other party to support the provisions of this Section, including the appropriate organization of invoice formats and supporting documents to allow maximization of reclamation of VAT and other Transaction Taxes paid by Buyer. Notwithstanding anything to the contrary in these Terms, Buyer may disclose these terms to any Tax Governmental Authority without providing notice to Seller and without Seller's consent.

Each party represents, warrants, and covenants that it will file appropriate Tax returns and pay applicable Taxes owed and arising from or related to the provision of the Services in applicable jurisdictions.

The Parties agree that Buyer has the beneficial right to claim any research and development Tax credits resulting from these Terms. Seller shall use all reasonable efforts in assisting Buyer to make such claims.

- 29. 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 upon request.

IF THIS ORDER INVOLVES SOFTWARE OR INFORMATION TECHNOLOGY HARDWARE OR SERVICES, THE FOLLOWING TERMS SHALL APPLY IN ADDITION TO THE TERMS SET OUT ABOVE:

- 30. 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 license (unless otherwise expressly specified in the applicable Purchase Order) to use the software for the number of users or copies of the software provided on the Purchase Order, including software made available as a Software Service ("License"). Unless specified otherwise on the applicable Purchase Order, the License shall be an enterprise license for all applicable CPUs and access points, and available for use by Buyer, its affiliated companies, 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. Buyer agrees not to cause or permit the: (i) use, copying, modification, rental, lease, or transfer of the software, except as expressly provided in these Terms; (ii) creation of any derivative works based on the software; or (iii) reverse engineering, disassembly, or recompilation of the software. 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 unless Buyer expressly agrees in writing to such shrink-wrap or click-through software licensing agreement. Seller retains all right, title, and interest in the software, including the software utilized to provide the Software Services, and in all copies, improvements, enhancements, modifications, and derivative works of such software including, without limitation, all rights to patent, copyright, trade secret, and trademark, except and to the extent such improvements, enhancements, modifications, or derivative works use, reference, or incorporate Buyer Confidential Information, Lilly Data, or Buyer Intellectual Property. Subject to the foregoing, no title to or ownership of any such software, or rights in patents, copyright, trade secret, or other proprietary right in such software is conveyed or transferred to Buyer by virtue of these Terms, and these Terms shall not be construed as a sale of any rights in such software or any copies or portions thereof.
- 31. USE OF SOFTWARE, SOFTWARE SERVICES AND DOCUMENTATION:**
- a. Buyer may, as part of the License, make additional copies of the software (for on premise software) and documentation to support the licensed software, Software Services, and documentation. Buyer may also make backup and archival copies of the software (for on premise software) and documentation. Unless otherwise provided on the applicable Purchase Order, Buyer shall have the right to use the software and Software Services on or in connection with any CPU or access point that Buyer utilizes to fulfill its needs. Buyer reserves the right to use the software and Software Services at one or more sites and to transfer such software to, or access the Software Services from, 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 Software Services and to operate and use the software and Software Services 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 and Software Services 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 and Software Services shall not be restricted to any particular purpose or function.
 - c. The License granted herein or the Purchase Order shall commence upon execution of the applicable Purchase Order.
- 32. INFORMATION TECHNOLOGY REPRESENTATIONS AND WARRANTIES:** Regarding software, Software Services, or IT hardware ("IT Products"):
- a. Seller represents and warrants that at delivery and throughout the twelve (12) month period following receipt of the on-premise software and IT hardware, IT Products (or any update thereto) by Buyer, and for the duration of the term of the Software Services (the "Warranty Period") the IT Products shall conform to and will operate in accordance with the Purchase Order and all documentation and specifications supplied by Seller to Buyer. Seller shall not be responsible to the extent failures are caused by: (a) Buyer's failure to use the IT Products in accordance with instructions included in the documentation provided to Buyer by Seller; or (b) the modification of the IT Products by any person other than Seller, its Representatives, Affiliates or Subcontractors (unless such modification was authorized or approved by any of the foregoing).
 - 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 non-conformities 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 of 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 Product 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 versions. Seller shall provide to Buyer as part of maintenance services, Updates and Upgrades to the IT Product 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: (i) unless authorized in writing by Buyer; or (ii) necessary to perform valid duties hereunder, any IT Products provided to Buyer by Seller for use by Seller or Buyer shall: (a) contain no hidden files; (b) not replicate, transmit or activate themselves 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 ("Illicit Code"). 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.

33. LICENSE OR MAINTENANCE TERMINATION:

- a. In the event of a material breach by Buyer of any of its obligations under the applicable Purchase Order, Seller may terminate the Licenses subject to such material breach upon sixty (60) days advance written notice to Buyer, provided that Buyer has not cured the breach within such notice period. This right to terminate shall not apply to Buyer's breach of any obligation relating to any maintenance services. Sixty (60) days after termination of such Purchase Order pursuant to this Section 30(a), Buyer shall discontinue further use of the terminated Licenses. For on-premise software, Buyer shall, upon written request by Seller, provide Seller with written certification indicating the destruction of such copies of the applicable software in Buyer's possession or under its custody or control.
- b. 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.
 - i. 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.
 - ii. 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.
- c. The other provisions of the Purchase Order and these Terms shall survive termination of any License.

34. 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 Seller and Buyer waive any and all rights arising from any such law.

35. DATA: Seller agrees that it shall not use or incorporate Lilly Property (and/or all tangible and intangible embodiments or derivative works thereof) into any of Seller's other products or services or use any such materials in connection with providing any services other than as to Buyer.

36. FORCE MAJEURE: A party will be excused from performing its obligations under this Agreement to the extent that its performance is delayed

or prevented by an event that the party could not reasonably control, could not reasonably anticipate when the obligation was undertaken, and could not avoid through the exercise of due diligence, including, without limitation, fire, pandemic, epidemic, act of God, war or other violence, or any law, order or requirement of any governmental agency or authority ("Force Majeure"). An event that merely increases the cost or difficulty of providing a particular service shall not alone constitute a Force Majeure. Under no circumstances shall any event caused or contributed to by the negligence of an affected party (or its Affiliates or its or their Representatives or Subcontractors) be a Force Majeure Event for such party. To be excused, the party claiming Force Majeure must (i) as soon as possible, but in any event within three (3) business days, notify the other that a Force Majeure event has occurred and its anticipated effect on performance, including its expected duration, and (ii) exercise due diligence to avoid, remove or overcome the Force Majeure and recommence performance as soon as possible. The party claiming Force Majeure agrees to keep the other party apprised of the progress and any updates in periodic written communications throughout the Force Majeure event. For the sake of clarity, a particular Force Majeure shall not relieve a party from complying with its business continuity plans or from its obligations under the Agreement to the extent that the business continuity plans is intended to allow the continuance of its business operations notwithstanding the particular Force Majeure. If performance is excused because of a Force Majeure, the affected Service may be terminated by the party not claiming Force Majeure.

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:

- 37. 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 Representatives or Subcontractors or their Representatives 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 state, federal and local authorities covering payroll taxes and any other payments relating to such persons' employment.
- 38. 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.
- 39. 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 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 hereunder.
- 40. 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.
- 41. LIENS:** Seller agrees and warrants that no mechanics' liens shall attach to Buyer's property by virtue of Seller's default in paying its Representatives or Subcontractors.
- 42. 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 Deliverable 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 Seller 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, 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.

43.

IF THIS ORDER INVOLVES THE PROVISION OF SOFTWARE SERVICES, THE FOLLOWING TERMS SHALL APPLY IN ADDITION TO THE TERMS SET OUT ABOVE:

- 44. THIRD PARTY HOSTS:** The Subcontractor requirements of Section 38, including the consent requirements, shall also apply to any third parties Seller may desire to utilize to host the Software Services (a “Third Party Host”). Seller shall ensure that Buyer has the right to inspect the security and privacy policies and procedures of each Third Party Host. Seller shall ensure that any contract with a Third Party Host remains in effect at all times unless the hosting of the Software Service is to be transitioned to another Third Party Host, in which case Seller shall provide prompt (but at least sixty (60) days’) prior written notice to Buyer of such transition and Seller shall use commercially reasonable efforts to avoid any interruption to the Software Service while transitioning the Third Party Hosts. Seller represents and warrants that it will be responsible for any Third Party Host’s compliance with these Terms, as well as Buyer’s Supplier Privacy Standard and Information Security Standard in these Terms. Unless otherwise agreed upon in writing, the Third Party Host’s operations and facilities (as they relate to hosting the Lilly Data) shall at all times remain within the continental United States. For the avoidance of doubt, the foregoing sentence shall not prohibit the Third Party Host from maintaining facilities or operations outside of the United States, but no operation related to the Software Service to be provided to Buyer shall be conducted outside of the United States. Notwithstanding the foregoing, Buyer acknowledges that the Software Services may be hosted and delivered from a data center operated by Amazon or another provider that is subject to industry-standard external auditing. Such data center will maintain a written information security program incorporating reasonable administrative, physical and technical safeguards, and compliant with all applicable privacy and data security laws and regulations, to protect any non-public Personal Information stored through the Software Services from unauthorized disclosure, use, access, alteration or loss. In the event that Seller wishes to change Third Party Hosts, Seller shall provide sixty (60) days’ advanced notice of such change. If Buyer determines that the new Third Party Host does not meet its security requirements, it shall have the right, within thirty (30) days of notice by Seller of its intent to change Third Party Hosts, to terminate any applicable Purchase Order and, upon termination, receive a prorated refund for any Software Services paid for but unused.
- 45. AVAILABILITY.** Seller shall host, provide, and make the Software Service available via a secure web portal hosted by Seller. Seller shall use its best efforts to ensure that the Software Service is available to Lilly, with full functionality, 24 hours per day, 7 days per week. Failure to meet these availability requirements shall constitute a material breach of these Terms.

INSTRUCTIONS

MARKINGS:

- 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: Eli Lilly and Company
Re: Supplier Product
Recall 1 Lilly
Corporate Center
Indianapolis, IN
46285

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

address format: Eli Lilly and Company
Re: Supplier Technical
Bulletin 1 Lilly
Corporate Center
Indianapolis, IN 46285

PACKING SLIPS: A packing slip itemizing contents must be placed on the outside of each shipment 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.

SHIPPING ADDRESS AND DOCUMENTATION: Domestic and International Shipments. Inbound Routing Instructions: Prior to shipment, Seller shall meet Buyer's requirements regarding the Lilly Inbound Routing Instructions as provided on the Internet at <http://supplierportal.lilly.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 Lilly Accounts Payable. Please refer to additional instructions regarding invoices in the Accounts Payable section on the Internet at <http://lilly.com/suppliers>

Sellers 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 at Lilly;
- 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 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 Lilly 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://supplierportal.lilly.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 Lilly's invoice handling process may be directed to (877) 511-1529.

BILLS OF LADING:

Show Buyer's order number, net weight, gross weight, and/or tare weight where applicable, as well as the number of containers; if drugs 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, 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.