

# CYTIVA TERMS & CONDITIONS FOR FAST TRAK SERVICES™

## PROCESS DEVELOPMENT AND VALIDATION SERVICES

### 1. STRUCTURE, FORMATION AND TERMS OF CONTRACT.

1.1. "Cytiva" is the legal entity operating as part of the Cytiva group of companies which receives a request to sell certain services to a person or legal entity ("Customer") as described below.

1.2. Except as otherwise explicitly provided in a binding applicable master sales agreement or other negotiated agreement (which, if applicable, will apply in accordance with its terms), the sale by Cytiva of Evaluation services as specified in a purchase order or other written indication of Customer's desire to purchase the same from Cytiva is subject to the terms and conditions set out herein (these "Terms").

1.3. By placing a purchase order, Customer makes an offer to purchase the specified services, pursuant to these Terms, and no other terms.

1.4. Cytiva will only be deemed to have accepted Customer's offer to purchase on issue of a corresponding order confirmation, at which point a contract for the sale by Cytiva and purchase by Customer of the services specified shall come into existence comprised as follows: a) the order confirmation; b) the Proposal terms; c) these terms; (together the "Contract"). In the event of any inconsistency between the above documents, they shall prevail over each other in the order shown.

1.5. The Contract comprises the entire agreement between the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral. Any additional, different or inconsistent terms and conditions contained or referenced in the purchase order or any other document or communication provided by Customer at any time to Cytiva shall not apply and are hereby rejected.

### 2. DEFINITIONS.

**Evaluation**, means evaluation, study, validation, or process development services to be performed by Cytiva as indicated in the Proposal;

**Evaluation Fee**, means Cytiva's fee for performing the Evaluation and delivering the Evaluation Report which shall be indicated in the Proposal. To the extent any milestone payments are listed in the Proposal, Cytiva shall have the right to issue the invoices as per such milestone payments stated in the Proposal;

**Evaluation Report**, means a written or electronic document to be created by Cytiva, stating the conclusion of the Evaluation and to be provided by Cytiva on or before thirty (30) days following the completion of the Evaluation;

**Material(s)**, means process fluids and substances such as but not limited to molecules, particles (e.g. antibodies, RNA, DNA, viral particles/vectors), plasmids and cells or any other material as indicated in the Proposal and to be provided by the Customer to Cytiva or an affiliated company of Cytiva;

**Product(s)**, means the Cytiva product(s) on which the Evaluation will be performed (resins, filters, bioreactors, single-use equipment, etc.) as indicated in the Proposal;

**Proposal**, means Cytiva's proposal, quotation and/or statement of work for the Evaluation.

### 3. PAYMENT.

3.1. Payment of the Evaluation Fee, if any, shall be due and payable within thirty (30) days after the date of invoice issued by Cytiva.

3.1.1. In addition to the Evaluation Fee, Customer shall reimburse Cytiva, when applicable, for:

a) Reasonable travel and business expenses related to the Evaluation, provided that such travel expenses have been incurred in accordance with Cytiva's quotation. Actual out-of-pocket travel expenses incurred shall be reimbursed upon submission of Cytiva's statement for such items, subject to Customer's review and prior approval as to reasonableness and necessity; and

b) All costs for any necessary/reasonable shipment of products by Cytiva (including special wrapping, dry ice)

c) To the extent Cytiva purchases any third party supplies on Customer's behalf such supplies shall be invoiced at the time of

ordering, at the purchase price plus [15%] and tax and shipping charges (no mark-up applied to taxes). Cytiva is authorized to order a sufficient safety stock of materials and supplies it reasonably deems to be critical. In the event Company elects for Cytiva not to purchase a safety stock of materials and supplies, Cytiva shall have no responsibility for delays of the Evaluation associated with Cytiva not having sufficient quantities of Materials and supplies.

3.2. In the event of late payment of any amount due under the Contract, Cytiva may: (i) suspend performance of the Evaluation, delivery of the Evaluation Report, and/or cancel any of its outstanding obligations hereunder; and/or (ii) charge Customer interest on such unpaid amounts at the lower of (A) twelve percent (12%) per annum; or (B) the highest rate per annum permitted under applicable law, in each case calculated on a daily basis from the date such amount first becomes due until such amounts are paid in full. Customer shall reimburse Cytiva for reasonable costs (including attorney's fees) relating to collection of any unpaid amounts.

3.3. The Evaluation Fee is exclusive of any Value Added Tax ("VAT"), Goods and Services Tax ("GST"), Sales Tax or similar taxes. In the event that any VAT, GST, Sales Tax or similar indirect taxes are properly due under any applicable law, regulation or otherwise, such amount shall be charged in addition to any other payments due by virtue of the performance of the Evaluation and/or delivery of the Evaluation Report and shall be payable by the Customer on receipt of a valid invoice issued by Cytiva, unless the Customer provides Cytiva with valid exemption documentation. If Cytiva is not required to collect sales tax on the taxable transaction, then the Customer will self-assess use tax on the transaction and remit those taxes directly to the proper tax authorities. In the event that Cytiva is assessed sales tax by a taxing authority, the Customer agrees to reimburse Cytiva for such tax, including penalty and interest.

### 4. CUSTOMER AT CYTIVA PREMISES.

If the Customer attends the Evaluation at Cytiva's premises, Customer shall be subject to and abide by all rules and procedures of such premises.

### 5. CUSTOMER OBLIGATIONS.

#### 5.1. General

Customer shall (i) collaborate with Cytiva during the performance of the Evaluation, (ii) promptly provide the Material(s) (at its own expense) and all information requested to Cytiva or an affiliated company of Cytiva, if notified by Cytiva in writing or indicated in the Proposal, to perform the Evaluation, necessary or reasonable useful for the services and no later than as per the time lines set out in the Proposal or reasonably requested by Cytiva to Customer in writing. Customer shall further provide (i) any information pertaining to any special handling conditions of the Material(s) and (ii) access to knowledgeable Customer personnel for consultation regarding the Material(s) and related information.

#### 5.2. Evaluation at Customer premises

5.2.1 If the Evaluation takes place at Customer's premises, the following provisions shall apply:

a) **Duration.** The Product(s) shall not be located at the Customer site for more than a total of thirty (30) days;

b) **Insurance.** Customer, at its sole cost and expense, shall obtain and maintain in effect as long as the Product(s) is in Customer's possession, insurance policies providing at least the following coverage: (i) general liability insurance, in occurrence form, insuring Customer against any and all liability for injury to or death of a person or persons, and for damage to or destruction of property, occasioned by or arising out of or in connection with Customer's use of the Product(s), and including contractual liability coverage for Customer's indemnity obligations under this Contract, to afford protection with a minimum combined single limit of liability of at least US \$3,000,000; (ii) standard all-risk property and casualty insurance, insuring Customer's property and improvements and Product(s) against those risks normally encompassed in an all-risk policy, and such other risks as a reasonably prudent owner of similar property in the locality where

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the Product(s) is located would normally insure against, such insurance to provide for the payment of full replacement cost in the event of a total destruction of Customer's property and other improvements and shall name Cytiva as loss payee for its respective interest;

c) **Maintenance of Customer Site.** Customer is responsible for maintaining its facilities in compliance with applicable local, state and federal environmental, health and safety ("EHS") laws and regulations. Customer shall provide to Cytiva employees a copy of the current and relevant safety rules and procedures. Customer will timely correct all EHS non-compliance identified by Cytiva and reported to Customer. Cytiva may not initiate or may suspend the Evaluation if it considers that there is a risk to people's health and safety, without incurring any further cost or liability.

### 6. PUBLICATION.

If either Party wishes to publish or otherwise publicly disclose the nature of the Evaluation or this Contract (the "Publishing Party"), it shall provide the other Party (the "Reviewing Party") with manuscripts and pre-prints of the proposed publication thirty (30) days in advance of any submission for publication. The Reviewing Party shall have the right to require that its Confidential Information be deleted from the publication, as well as any information that may imply the Reviewing Party's loss of intellectual property protection. The Reviewing Party's response to the Publishing Party request for review under this Section shall not be unreasonably withheld or delayed.

### 7. REPRESENTATIONS AND WARRANTIES.

7.1. Customer warrants that: (i) is the owner of the Material(s) or has a right to make use of the Material(s) and has full authority to enter this Contract; (ii) the Material(s) are not hazardous and it has provided Cytiva with all necessary instructions in relation to safe handling of the Material(s); (iii) it has no knowledge of any third party rights that would affect its ability to grant the license according to Section 8.1. below; and (iv) it has no knowledge that the use of the Material(s) may infringe any intellectual property rights of any third party.

7.2. Cytiva warrants that the Evaluation will be carried out with reasonable care and skill. The warranty will extend for ninety (90) days after completion of the Evaluation. **CYTIVA'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SET OUT IN THIS SECTION 7.2. IS LIMITED TO GIVING CREDIT FOR OR RE-PERFORMING THE EVALUATION IN QUESTION AT THE SOLE OPTION OF CYTIVA.** The application of any remedy under warranty will not extend the duration of the warranty period.

7.3. Cytiva makes no warranties, express or implied, concerning the results of the Evaluation, including as provided in the Evaluation Report. Except as provided herein, the Material(s) and the Product(s) are provided without any warranties, express or implied.

7.3.1. **EXCEPT AS SET FORTH IN SECTION 7.2. CYTIVA MAKES NO REPRESENTATION OR OTHER WARRANTY OF ANY KIND (STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) AND CYTIVA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES AS TO QUALITY, CONDITION, DESCRIPTION, NON-INFRINGEMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

### 8. INTELLECTUAL PROPERTY AND RESULTS.

8.1. Customer hereby grants Cytiva and its affiliates a royalty-free, non-exclusive license to conduct the Evaluation under Customer's intellectual property rights related to the Material(s).

8.2. Any result of the Evaluation, whether or not included in the Evaluation Report, that relate directly and solely to a unique Customer Material(s) (the "Customer Field"), whether patentable or not, conceived by Cytiva's or Customer's employees, or the Parties' employees jointly, under this Contract, shall be the sole property of Customer.

8.3. Notwithstanding the above, any results whether patentable or not relating to any Product(s) or other products or prototypes used in

the Evaluation, including but not limited to design, composition, properties, analysis, function, use and manufacture thereof as well as any generally applicable biopharmaceutical manufacturing and validation methodologies and processes (including but not limited to purification, monitoring and analysis of biomolecules, particles (e.g. antibodies, RNA, DNA, viral particles/vectors), plasmids and cells used in and resulting from the Evaluation (the "Cytiva Field") shall be the property of Cytiva, whether conceived by Cytiva's or Customer's employees or the Parties' employees jointly under this Contract. To the extent required the Customer shall be granted a free, irrevocable, worldwide, non-transferable, non-exclusive license to use the results under the Cytiva Field as presented in the Evaluation Report for research purposes and for the development, use, manufacture (or having manufactured), sale (or having sold) Customer's biological products based on Material(s). The Customer shall not have the right to grant sub-licenses without Cytiva's prior written consent which shall not be unreasonably withheld.

8.4. Any result of the Evaluation, which neither relates to the Customer Field or the Cytiva Field shall be the sole property of Cytiva.

8.5. Notwithstanding the above, products, prototypes, processes and other material of a Party provided to the other Party under this Contract shall not be disclosed in, referred to, or utilized in connection with any application for intellectual property rights by the other Party without first obtaining written consent from the first mentioned Party.

8.6. Subject to the obligations in Section 12, (i) nothing set out herein shall prevent Cytiva from using general know how gained in performing the Evaluation, and (ii) Cytiva shall have a right to freely use performance data related to the Product(s) which has been collected by Cytiva during the performance of the Evaluation under this Contract.

8.6.1. Any data collected by Cytiva will be used in accordance with all applicable laws and regulations and in a manner that will maintain confidentiality of the Customer and/or Material(s).

### 9. LIMITATION OF LIABILITY.

9.1. Cytiva shall have no liability under the warranties contained herein with respect to any: (i) specifications or Material(s) supplied by the Customer; (ii) fair wear and tear; (iii) wilful damage or negligence of Customer or its delegates; (iv) abnormal working conditions at the Customer's premises; or (v) failure to follow Cytiva's instructions (whether oral or in writing).

9.2. Customer is solely liable to ensure compliance with any regulatory requirements related to the Customer's use of the Evaluation or the Evaluation Report, including any clinical, medical or diagnostic use. The Customer shall indemnify and hold Cytiva harmless from and against any and all claims, damages, losses, costs, expenses and other liability of whatever nature that Cytiva suffers or incurs by reason of any such unintended use.

9.3. **IN NO EVENT SHALL CYTIVA BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR DATA LOSS, LOST PROFITS, GOODWILL, BUSINESS INTERRUPTION OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING FAULT OR NEGLIGENCE) OR OTHER THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, THE SALE, USE OR INABILITY TO USE ANY PRODUCT(S), EVALUATION, EVALUATION REPORT OR OTHER RESULTS, REGARDLESS OF WHETHER CYTIVA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

9.4. **CYTIVA'S TOTAL LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT, INCLUDING FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS AND/OR ANY MISREPRESENTATION, MISSTATEMENT OR TORTIOUS ACT OR OMISSION (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND LIABILITY FOR INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS) SHALL NOT EXCEED THE**

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### **AMOUNT OF EVALUATION FEE PAID BY CUSTOMER TO CYTIVA UNDER THIS CONTRACT.**

#### **10. INDEMNIFICATION.**

10.1. Cytiva shall defend, indemnify, and hold harmless Customer from and against any and all damages incurred or suffered by Customer arising, directly from any third party claim resulting from: (i) breach by Cytiva of any of its covenants, agreements, representations, warranties or other obligations under this Contract; or (ii) fraud, gross negligence or intentional misconduct by Cytiva or its representatives in connection with this Contract.

10.2. Customer shall defend, indemnify, and hold harmless Cytiva and its affiliates, and their directors, officers, employees, and their representatives, from and against any and all damages, taxes, losses, liabilities, cost and expenses, including attorney's fees and other legal expenses, incurred or suffered by Cytiva or such persons arising, directly or indirectly, from or in connection with: (i) any breach by Customer, or Customer's affiliates, employees, contractors or agents, of any of its covenants, agreements, representations, warranties or other obligations in this Contract; (ii) any fraud, negligence, reckless or intentionally wrongful act of Customer or Customer's employees, contractors or agents, in connection with this Contract; (iii) any misuse or unintended use of the Product(s); (iv) any violation or claimed violation of a third party's rights resulting in whole or in part from Customer's use of the Product(s) and/or Evaluation Report or any other results of the Evaluation infringes the intellectual property rights of any third party; (v) any claim that Cytiva's use of the Material(s) or the Evaluation Report or performance of the Evaluation in relation to the Material(s) infringes the intellectual property rights of a third party.

#### **11. EXPORT CONTROL.**

Customer shall not export the Evaluation Report, Material(s) or any information or documents provided hereunder without the export license required under applicable law. Upon request from Cytiva, Customer shall furnish Cytiva with copies of all documents relating to such export.

#### **12. CONFIDENTIALITY.**

12.1. Each Party (the "Recipient") may receive or have access to certain information of the other Party (the "Discloser") that is confidential information of the Discloser (the "Confidential Information"). Recipient agrees to keep Discloser's Confidential Information confidential and not to disclose such Confidential Information, in whole or in part, to any person, other than to Recipient's representatives who need to know such Confidential Information for the purpose of this Contract, who are informed of the confidentiality obligations of Recipient hereunder and who are bound by substantially equivalent confidentiality obligations as Recipient.

12.2. Recipient shall not use, or allow the use of, the Confidential Information of Discloser for any purpose other than in the furtherance of performing its obligations under this Contract.

12.3. Confidential Information shall not include any information that:

- a) Was publicly available prior to the date of this Contract;
- b) Was already known by Recipient on a non-confidential basis prior to its disclosure to Recipient or its Representatives;
- c) Recipient can demonstrate was independently developed by it without reference to any information comprising Discloser's Confidential Information;
- d) Was rightfully received from a third party with no duty of confidentiality to the Discloser;
- e) Disclosed by Recipient with Discloser's prior written consent; or
- f) Is required to be disclosed by the Recipient pursuant to a legally enforceable order, judgment, law or regulation; provided that any such disclosure shall only be made to the extent necessary to comply therewith.

12.4. The Recipient shall notify the Discloser immediately if it becomes aware of any disclosure in breach of the obligations in this Section.

12.5. This Section shall survive for a period of five (5) years after the expiration or termination of this Contract.

#### **13. TERMINATION.**

13.1. This Contract may only be terminated by either Party as per the following: (i) in the event of a breach if such breach remains uncured for thirty (30) days following written notice thereof; or (ii) immediately if the other Party shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or shall take advantage of the insolvency laws of any jurisdiction, or shall be voluntarily or involuntarily dissolved.

13.2. In the event of termination for any reason:

a) Customer shall [except in the event of a termination by the Customer as per Section 13.1 (i)] promptly pay Cytiva any part of the Evaluation Fee which has not yet been paid as well as any expenses actually and reasonably incurred from its effective date until the date of termination. In the event any pre-agreed cancellation terms, including cancellation fees, have been agreed to in the Proposal such cancellation terms shall apply and have precedent over this Section 13.2. a);

b) Both Parties shall immediately cease all use of the Confidential Information and, upon the written request of the other Party, deliver to such Party all copies of such disclosing Party's Confidential Information; and

c) Any remaining parts of the Material(s) shall be returned to Customer or destroyed by Cytiva.

13.3. Neither the termination, nor expiration of this Contract shall affect any rights or obligations already accrued under this Contract. In particular, Sections 6, 7, 8, 9, 11, 12 and 14 shall survive the termination and expiration of this Contract.

#### **14. DISPUTES AND GOVERNING LAW.**

14.1. This Contract and all further documents executed pursuant to it (including, without limitation, the Evaluation) shall be governed by and construed in accordance with the substantive laws applicable in the country of Cytiva's legal entity, confirming the offer to the Customer, excluding the rules on the conflict or choice of laws. In no event shall this Contract be governed by the UN Convention on Contracts for the International Sale of Goods.

14.2. Any dispute, controversy, or claim relating to this Contract ("Dispute") shall be resolved first through good faith negotiations between the Parties. If the Dispute cannot be resolved through good faith negotiation, then the Parties agree to submit the Dispute to mediation. The requirement of mediation and negotiation may be waived upon mutual written consent of Customer and Cytiva.

14.3. If the Dispute is not otherwise resolved through negotiation or non-binding mediation within a reasonable time period [such time period not to exceed seventy-five (75) days from the date the Dispute was first notified by either Party to the other], either Party may submit the Dispute exclusively to the commercial courts located in the capital city of the country of Cytiva's legal entity, confirming the offer to the Customer. THE PARTIES EXPRESSLY WAIVE AND FOREGO ANY RIGHT TO A TRIAL BY JURY.

#### **15. MISCELLANEOUS.**

15.1. **Compliance with applicable laws.** Both Parties shall comply with all applicable laws, statutes, rules and regulations of any governmental authority regarding the transfer and use of material, technology and know-how under this Contract.

15.2. **Relationship.** The relationship of the Parties hereunder is that of independent contractors. Nothing in this Contract shall be deemed to create a partnership, joint venture or similar relationship between the Parties and no Party shall be deemed to be the agent of the other Party.

15.3. **Force Majeure.** Neither Party shall be liable for any failure of or delay in performing any of its obligations under this Contract (other than any payment obligation, when applicable), and neither Party shall be deemed to be in breach of any of its obligations hereunder, if such failure, delay or breach is due to any cause beyond the reasonable control of such Party, acts of God, acts (or failures to act) of

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governmental authorities, war, terrorism, pandemic or epidemic, riots, fire, explosion, flood, earthquake, insurrection, embargo, strikes of employees, currency restriction, shortage of transport, inability to obtain power or fuel, general shortage of material or failure of public utilities or common carriers, embargoes, shortage of or inability to obtain supplies ("Force Majeure"). In the event of a Force Majeure, the Party affected thereby shall (i) promptly notify the other Party in writing, and (ii) use reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder. If the Force Majeure event exceeds two (2) months, Cytiva may immediately terminate this Contract without liability.

**15.4. Assignment.** Neither Party may assign, delegate or otherwise transfer this Contract (in whole or part), or any right, remedy, obligation or liability arising hereunder or by reason hereof, except without the prior written consent of the other Party. Notwithstanding, Cytiva may assign this Contract without Customer's consent to (i) one or more of its affiliates; or (ii) to a successor to, or purchaser of that portion of its business to which the scope of this Contract pertains. Subject to the foregoing, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective permitted successors and assigns. Cytiva may sub-contract any part this Contract to an affiliate or third party as determined by Cytiva.

**15.5. Amendments.** No provision of this Contract may be modified or amended except in a writing signed by both Parties.

**15.6. No third party beneficiaries.** Except for Cytiva's affiliates, this Contract is entered solely by and between, and may be enforced only by, the Parties hereto (and their respective permitted successors and assigns) and, except to the extent expressly provided for herein, is not intended to confer on any other person any rights, remedies, obligations or liabilities under or by reason of this Contract.

**15.7. Severability.** If any provision of this Contract or the application thereof in any particular circumstance, is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision hereof and the remaining provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**15.8. Waiver.** Failure by either Party hereto to enforce any rights under this Contract shall not be construed as a waiver of such rights nor shall a waiver by either Party hereto of any condition or provision of this Contract be construed as constituting a waiver of any other condition or provision or of the same condition or provision at another time. Any waiver must be by mutual written agreement of the Parties.

**15.9. Notices.** All notices, requests and other communications to any Party hereunder shall be in writing (including facsimile transmission, email) and shall be delivered to Cytiva or the Customer, as the case may be.

**Note:**

If Customer is not the owner of the intellectual property rights of the Material(s) but is authorized to use the Material(s) and to grant Cytiva the required license under the Contract by written agreement with the intellectual property owner (e.g. Customer is a Contract Manufacturing Organization or party of another agreement with its client/principal who owns the intellectual properties of Materials) then the following amendments are applicable:

INTELLECTUAL PROPERTY AND RESULTS - Section 8.3., 3<sup>rd</sup> sentence to be replaced by:

*"The Customer shall have the right to grant sub-license without Cytiva's prior written consent limited to Customer's client or principal, while any other grant of sub-license by the Customer shall always require Cytiva's prior written consent, which shall not be unreasonable withheld."*

CONFIDENTIALITY – Section 12.1., 2<sup>nd</sup> sentence to be replaced by:

*"Recipient agrees to keep Discloser's Confidential Information confidential and not to disclose such Confidential Information, in whole or in part, to any person, other than to Recipient's representatives*

*(including Customer's client or principal) who need to know such Confidential Information for the purpose of this Contract, who are informed of the confidentiality obligations of Recipient hereunder and who are bound by substantially equivalent confidentiality obligations as Recipient."*

ASSIGNMENT – Section 15.4., 1<sup>st</sup> sentence to be replaced by:

*"Neither Party may assign, delegate or otherwise transfer this Contract (in whole or part), or any right (with the exception of sub-license grant to Customer's client or principal in Section 8.3.), remedy, obligation or liability arising hereunder or by reason hereof, except without the prior written consent of the other Party."*