

TERMS & CONDITIONS

Drug Discovery, Chemical Development and Analytical Services

1. **AGREEMENT AND ACCEPTANCE:** These Terms and Conditions govern the performance of Services and/or sale of Deliverables by Provider (as defined below) to Customer (as defined below). These Terms and Conditions, along with the Provider form to which these Terms and Conditions are incorporated by reference, constitute a binding contract between Customer and Provider and are referred to herein as this "Agreement." The terms and conditions for the performance of Services and/or the sale of Deliverables are limited to those contained in this Agreement and any additional or different terms or conditions in any form delivered by Customer are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. By engaging Provider to perform Services and/or provide Deliverables, Customer agrees to be bound by and accepts these Terms and Conditions unless Customer and Provider have entered into a separate Services Agreement, in which case the Services Agreement will govern over these Terms and Conditions. For purposes of this Agreement, any documentation, report, product, material or good generated in the performance of Services and required to be provided to Customer as set forth in the Provider form to which these Terms and Conditions are incorporated by reference shall be referred to as a "Deliverable" or "Deliverables" and Provider's performance of any services set forth in the Provider form to which these Terms and Conditions are incorporated by reference, including but not limited to providing synthetic and natural product chemical research and analysis, bio-assay development and screening, chemistry and bioscience consulting, medicinal chemical synthesis, computational chemistry services, parallel synthesis, manufacturing of specialty chemical products, process development, synthesis of compounds in accordance with current Good Manufacturing Practices, analytical method development, validation and release testing, stability studies, solid-state research and testing services, analytical testing, material qualification and container testing, and related scientific or manufacturing services shall be generally referred to as "Services." For purposes of this Agreement, "Provider" refers to Albany Molecular Research, Inc. and/or any of its affiliates or subsidiaries who are performing Services and/or providing Deliverables hereunder, and "Customer" refers to the entity contracting for such Services and/or Deliverables.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of this Terms and Conditions. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

2. **SERVICES; DELIVERABLES.** Time is not of the essence with respect to Provider's performance of Services. Without limiting the foregoing, Provider shall use commercially reasonable efforts to perform Services in accordance with any timelines set out in the Agreement and shall exercise reasonable diligence in notifying Customer of any conditions which are causing a delay. Provided Customer satisfies its payment obligations under the Agreement and subject to exceptions for Provider's proprietary technology and intellectual property, all Deliverables shall be the sole and exclusive property of Customer.

3. **DELIVERY; STORAGE.** Unless otherwise specified in the Agreement, all deliveries shall be made in accordance with any timelines set out in the Agreement. Provider shall not, however, be liable for delay due to causes beyond Provider's reasonable control and without its fault or negligence. Title to and risk of loss of any tangible Deliverable shall transfer from Provider to Customer upon delivery of such Deliverable EXW Provider's facility (Incoterms 2010) ("Delivery"). For manufactured batch materials, evidence of Delivery will be through the issuance of the completed certificate of analysis to Customer. Customer is responsible for transportation of the Deliverable to Customer's final destination, at the sole risk and expense of Customer. For avoidance of doubt, Customer is responsible for arranging pick up by the carrier and all shipping costs and risks. Should Customer request Provider to assist with any arrangements with the carrier, such arrangements will be made by Provider on behalf of Customer in accordance with Customer's applicable instructions and at the sole risk and expense of Customer. If Customer does not pick up a tangible Deliverable upon Delivery by Provider, Provider shall store such Deliverable at Provider's facilities or third-party storage location for 30 days at no cost and, thereafter, at a monthly storage charge to Customer for the duration of storage, billed at Provider's (or third-party's as applicable) then current standard monthly storage fees and minimums, pro-rated for any partial month. For all Deliverables stored by Provider, Customer agrees that: (i) Customer has title and risk of ownership; (ii) Customer has made a fixed

commitment to purchase such Deliverable; (iii) Customer is responsible for any decrease in market value of such Deliverable that relates to factors and circumstances outside of Provider's control; (iv) Customer is responsible for obtaining insurance for such Deliverables during the storage period, if desired; and (v) Customer is responsible for transportation of the Deliverable to Customer's final destination, at the sole risk and expense of Customer.

4. **CONFIDENTIAL INFORMATION.** The exchange of proprietary or confidential information shall be governed by the Confidentiality Agreement (the "CDA") in place between the parties. If there is no CDA in place, then the following applies: the parties anticipate that they will exchange proprietary and confidential information during the term of this Agreement. The parties shall treat all information (whether written or oral) exchanged hereunder as confidential, and each party shall use the same degree of care used to protect and maintain its own confidential or proprietary information from unauthorized use or disclosure. Neither party shall use the other party's proprietary or confidential information for any purpose other than in performance of this Agreement. Neither party shall disclose the other party's confidential or proprietary information to any third party without prior written permission from the disclosing party. The receiving party may disclose the other party's confidential or proprietary information to its employees and officers requiring access thereto solely as necessary to perform the Services, provided that each such employee and officer is bound by a written agreement to maintain the confidential or proprietary information in strict confidence and to use such information solely to perform the Services. All confidential or proprietary information will remain the sole property of the disclosing party. Notwithstanding anything to the contrary herein, the obligations of confidentiality and non-use under this Agreement will not apply to information that: (a) is or becomes generally available to the public or within the industry to which such information relates other than as a result of a breach of this Agreement, or (b) is already known by the receiving party at the time of disclosure as evidenced by the receiving party's written records, or (c) becomes available to the receiving party on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis, or (d) was or is independently developed by or for the receiving party without use of the disclosing party's proprietary or confidential information. The receiving party's obligations with regard to proprietary or confidential information shall continue for a period of five (5) years from termination or expiration of this Agreement.

5. **PRICING/ PAYMENT.** The pricing for the Goods and/or Services shall be the price set forth in the Provider form to which these Terms and Conditions are incorporated by reference. Unless otherwise specified in the Agreement, Provider will invoice Customer at least monthly for Services, and upon Delivery of any Deliverables, with payment due thirty (30) days from the date of invoice.

6. **INTELLECTUAL PROPERTY/ CUSTOMER MATERIALS.** Provider has, and shall retain, sole and exclusive rights of ownership in and to any of Provider's intellectual property, and Customer does not acquire any license or other right to Provider's intellectual property except to the extent necessary for the limited purpose of using Deliverables supplied under this Agreement. Customer shall at all times retain all right, title and risk of loss to any and all products, materials, processes and the like supplied by Customer to Provider in connection with the performance of Services ("Customer Materials").

7. **WARRANTIES. CUSTOMER WARRANTS THAT THE CUSTOMER MATERIALS WILL NOT INFRINGE ON ANY EXISTING PATENT, TRADEMARK OR COPYRIGHT. PROVIDER DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES OR THE DELIVERABLES, INCLUDING WITHOUT LIMITATION ANY WARRANTY REGARDING THEIR FITNESS FOR PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY OR THEIR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS. ANY OTHER REPRESENTATIONS OR WARRANTIES MADE BY ANY PERSON OR ENTITY, INCLUDING EMPLOYEES OR REPRESENTATIVES OF A PARTY HERETO, THAT ARE INCONSISTENT HERewith, SHALL BE DISREGARDED AND SHALL NOT BE BINDING ON SUCH PARTY.**

8. **LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR LOST PROFITS OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY BREACH OF A WARRANTY CONTAINED HEREIN OR OF ANY OBLIGATION TO PERFORM SERVICES OR TO PROVIDE DELIVERABLES BY A SPECIFIED TIME. LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION SHALL NOT BE DEEMED TO LIMIT EITHER PARTY'S INDEMNITY OR INSURANCE**

OBLIGATIONS UNDER THIS AGREEMENT. PROVIDER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT (WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER FOR THE SERVICES OR DELIVERABLES AT ISSUE UNDER THE AGREEMENT. EACH OF THE LIMITATIONS SET FORTH IN THIS SECTION IS INDEPENDENT OF ANY OTHER LIMITATION OF LIABILITY, REFLECTS A SEPARATE ALLOCATION OF RISK FROM PROVISIONS SPECIFYING OR LIMITING A PARTY'S REMEDIES AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. CHANGES. Customer reserves the right to request changes to the Services being performed pursuant to this Agreement including, without limitation, changes in drawings, and specifications ("Change Orders"). Provider may agree to comply with such Change Orders. If such Change Orders results in an increase in Provider's cost or in the time for performance, an equitable adjustment in the price or time for performance shall be made in writing to Customer and a claim for additional compensation hereunder will be asserted in a timely manner. Prior to Provider's acceptance or rejection of the Change Order, the parties shall discuss and agree in writing to any appropriate price and/or time adjustments.

10. INSURANCE. Each party shall procure and maintain at its own expense appropriate produce and commercial liability insurance with respect to the conduct and performance of the Services under this Agreement and use or sale of the Deliverables, as each party customarily maintains with respect to similar activities. Customer is responsible for maintaining insurance on all materials that it has, or retains, title to, if insurance coverage of such materials is desired by Customer.

11. NATIONAL, FEDERAL, STATE AND LOCAL TAXES. Any taxes, duties or fees applicable to the sale, export or import of Customer Materials or Deliverables or related to the performance of Services shall be borne solely by Customer. In the event Provider has paid taxes, duties or fees relating to the sale, export or import of any Deliverable and Customer is entitled to receive a credit for such taxes, duties or fees, Customer agrees to reimburse Provider.

12. INDEMNIFICATION. Customer shall indemnify, defend and hold Provider, its affiliates and their directors, officers, employees and agents ("Provider Indemnitees") harmless from and against any and all third party claims, damages, liabilities, losses, costs and expenses, including but not limited to attorneys' fees (collectively, "Claims") arising from or related to: (i) Customer's or a third party's use or sale of the Deliverables or results of the Services, or Customer's or a third party's manufacture, use or sale of any product or service incorporating the Deliverables, including without limitation any Claims attributable to any product incorporating Deliverables or other Customer product (whether based on strict liability, inherent design defect, negligence, failure to warn, breach of contracts or any other theory of liability); (ii) any actual or alleged infringement by any Deliverable or Customer Material of a third party's patent or other intellectual property rights; (iii) any negligence or misconduct by Customer or any of its directors, officers, employees, or agents; and (iv) Customer's failure to comply with all applicable laws, statutes, rules, regulations and orders of governmental, public and quasi-public authorities; except to the extent that such Claim is caused by the gross negligence or willful misconduct of Provider Indemnitees. A Provider Indemnitee shall give prompt written notice to Customer of any Claim for which indemnification is sought; provided, however, that failure to give such notice shall not relieve Customer of its obligations hereunder except to the extent that Customer is materially prejudiced by such failure. Customer shall, at its expense, have the right to conduct and control the defense and disposition of such Claim (including without limitation all decisions relative to litigation, appeal and settlement) with counsel reasonably acceptable to the Provider Indemnitee; provided, however, that the Provider Indemnitee shall have the right to retain its own counsel, at Customer's expense, and undertake and control the defense and disposition of such Claim if Customer fails to undertake and control the same. Provider Indemnitee shall not enter into any settlement, consent judgment, or other voluntary final disposition of any Claim without the prior written consent of Customer, which approval shall not be unreasonably withheld. If a Provider Indemnitee undertakes litigation to compel Customer to satisfy its obligations under this Section, such Provider Indemnitee shall be entitled to recover from Customer all of its reasonable costs and expenses, including attorneys' fees and related expenses, incurred under such litigation in the event such court rules in favor of the Provider Indemnitee.

13. NON-PARTY SUBPOENAS. In the event a subpoena or other court order requiring personal appearance or production of documents is received by Provider in respect of litigation that Customer is involved in and to which

Provider is not a party, Customer agrees that Provider shall obtain its own counsel and Customer agrees to indemnify Supplier from and against any and all costs and expenses (including reasonable legal fees and expenses) reasonably relating to responding to such subpoena and any required internal investigations.

14. **ASSIGNMENT.** Customer may not transfer or assign, by operation of law or otherwise, its rights or obligations under this Agreement, in whole or in part, without Supplier's written consent. Supplier's consent shall not be unreasonably withheld.

15. **TERMINATION FOR CONVENIENCE.** Except as otherwise specified in the Agreement, Provider may, at any time upon 30 days' written notice, terminate this Agreement in whole or in part regardless of whether there is a default under this Agreement. Such written notice shall state the extent and effective date of termination. Each party shall take all necessary steps to mitigate any losses that might incur on account of such termination. Termination by Provider under this Section shall be without prejudice to any claims Provider may have against Customer.

16. **TERMINATION FOR DEFAULT.** Each of the following events shall constitute a default by Customer for purposes of this Agreement (a) the insolvency of Customer, (b) any assignment for the benefit of creditors of Customer, (c) the voluntary or involuntary filing of a petition order or other decree in bankruptcy by or against Customer, (d) the commencement of any proceeding, under court supervision or otherwise, for liquidation of, reorganization of, or the composition, extension, arrangement or readjustment of the obligations of Customer, (e) failure by Customer to comply with any of the provisions of the Agreement, and (f) proof that any representations by Customer were false when made. In the event of a default by Customer which is not cured within 30 days of receiving a notice of default, Provider may terminate this Agreement in writing.

17. **EFFECT OF TERMINATION.** Upon termination, Customer's obligation to Provider shall be set forth in a final invoice and will include (a) the arrangement price of Deliverables previously delivered to Customer, not yet paid, (b) the arrangement price of completed or in-process Services or Deliverables not yet delivered, and (c) the other costs and non-cancellable costs incurred by Provider directly attributable to the Services and/or Deliverables.

18. **WAIVER.** No delay or omission in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights, powers, elections and remedies of the parties hereunder are cumulative and in addition to those which the parties have at law or in equity. Provider's failure to object to any provision contained in any communication from Customer shall not be deemed an acceptance of such provision or a waiver of any provision of this Agreement.

19. **COMPLIANCE WITH LAWS.** Customer shall, in the performance of the Agreement, comply with all applicable laws, statutes, rules, regulations and orders of governmental, public and quasi-public authorities.

20. **BRIBERY AND CORRUPT PRACTICES.** Provider is committed to complying with all applicable anti-corruption laws, regulations and policies worldwide. Provider expects its customers, providers and business partners to comply with all such laws that prohibit the making, offering or promise of any payment or anything of value, directly or indirectly, to a government official or a government agency ("Officials"), when the payment is intended to influence an act or decision or the retention of business. Accordingly, Customer represents, warrants and agrees that it shall comply with all applicable anti-corruption laws, rules and regulations, including but not limited to the United States Foreign Corrupt Practices Act and the UK Bribery Act, and that it shall not make any payment of money, gifts, services or anything of value either directly or indirectly, to an Official, when the payment is intended to influence an act or decision or the retention of business.

21. **FORCE MAJEURE.** Provider shall not be liable for, or in connection with, any failure or delay in performance due wholly or partly to any strike, lock out or industrial disturbance at or affecting Provider's premises, or to any contingency whatsoever beyond its control (e.g., flood, fire, etc.) which prevents or hinders Provider from performing the Services.

22. **GOVERNING LAW; ARBITRATION.** This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of law; provided

that if a court or arbitral tribunal of competent jurisdiction that is presiding over a dispute arising from or related to this Agreement rejects said choice of law, then this Agreement shall be governed by, interpreted and construed in accordance with the laws of the jurisdiction where Provider is incorporated or formed, without regard to its principles of conflicts of law. All disputes arising from or related to this Agreement may be submitted to arbitration in Albany, New York, the city and country where Provider is located or at another location agreed to by Provider under the rules then prevailing of the American Arbitration Association (if Provider is located within the United States) or the rules then prevailing of the International Chamber of Commerce (if Provider is located outside of the United States) and judgment may be entered on any award in a court of competent jurisdiction. The parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.