

## TERMS & CONDITIONS: Biologics Development and Clinical Manufacturing Services

**1. AGREEMENT AND ACCEPTANCE.** These Biologics Terms and Conditions govern the performance of Services (as defined below) and sale of Deliverables (as defined below) by Curia (as defined below) to Customer (as defined below). These Biologics Terms and Conditions, along with the proposal, quote, statement of work, work order, agreement and/or other form provided by Curia (the “**Curia Form**”), to which these Biologics Terms and Conditions are incorporated by reference, constitute a binding contract between Customer and Curia and are referred to herein as the “**Agreement**.” For purposes of this Agreement, any documentation, report, product (including drug product and drug substance manufactured by Curia), compound, process, material or good directly generated in the performance of Services and required to be provided to Customer as set forth in the Curia Form to which these Biologics Terms and Conditions are incorporated by reference, shall be referred to as a “**Deliverable**” or “**Deliverables**” (excluding Curia IP therein). Curia’s performance of any biologics services set forth in the Curia Form to which these Biologics Terms and Conditions are incorporated by reference shall be referred to as “**Services**.” For purposes of this Agreement, “**Curia**” refers to Curia Global, Inc. and/or any of its direct or indirect subsidiaries who are performing Services and providing Deliverables hereunder, and “**Customer**” refers to the entity contracting for such Services and Deliverables. Curia and Customer may be referred to in this Agreement individually as a “**Party**” or, collectively, as the “**Parties**.”

**2. ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein and supersedes 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. Customer may issue a purchase order for administrative purposes only. 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 and rejection of them is hereby given and such Customer terms shall be deemed null and void.

**3. PERFORMANCE OF SERVICES.** Curia will provide Customer with Services on a non-exclusive basis in accordance with its standard operating procedures, and current Good Manufacturing Practices (“**cGMP**”) to the extent applicable to the Services, using commercially reasonable efforts. Customer acknowledges and agrees that the Services, including, without limitation the manufacture of drug substance or drug product, are of a developmental nature, specific results are unable to be guaranteed, and until a manufacturing process is optimized and validated under cGMP conditions, there is no assurance that the results, specifications, or yield of a given batch of material (collectively, “**Specifications**”) set forth in the applicable Curia Form will be met. In the event the Services and/or Deliverables produced do not conform to the Specifications set forth in the applicable Curia Form and such nonconformance is due to Curia’s gross negligence or willful misconduct, Curia shall have, in its sole discretion, the right to either re-perform the relevant Services or to credit to Customer the amount paid by Customer for such Services. Customer is obligated to pay for conforming Services and/or Deliverables, but re-performance of Services will be at no further cost to Customer. Further, Customer shall be responsible for supplying sufficient quantities of Customer Materials, as necessary for Curia to complete such replacement, at Customer’s expense; provided, however, that should Customer Materials include drug substance manufactured by Curia for drug product Services at Curia, Curia may, in its discretion, agree to reperform the drug substance manufacturing Services for Customer at cost. The foregoing remedy shall be Customer’s sole and exclusive remedy for any failure of Services or Deliverables to conform to Specifications. Curia’s standard quality practices will govern the performance of Services unless the Parties have entered into a specific quality agreement, in which case that quality agreement will apply. If the Parties have entered into a specific quality agreement for the performance of Services, the terms of this Agreement shall govern except to the extent that such provision relates to compliance with cGMP requirements and/or applicable regulatory laws and regulations, in which case the quality agreement’s provision shall govern. Quality agreements are site specific and depending on the scope of the Services, more than one quality agreement may be required.

**4. CUSTOMER MATERIALS.** All materials (including drug substance supplied for drug product Services), documents, information, processes (including technology transfers from third parties), results, products, and suggestions of any kind and description supplied by, or on behalf of, Customer to Curia in connection with the performance of Services (“**Customer Materials**”) are the sole and exclusive property of Customer. Title to and risk of loss of Customer Materials shall remain with Customer at all times, and Curia shall have no rights therein except as necessary to perform the Services. Customer shall timely provide sufficient quantities of all Customer Materials to Curia as set forth in the Curia Form. Customer shall be fully responsible for all Customer Materials and their associated testing unless otherwise agreed upon by the Parties in the Curia Form. Customer will promptly provide safety and toxicology data and information (both known and suspected, including a safety data sheet) for Customer Materials prior to project initiation, as well as updates as information becomes available.

**5. DELIVERY; STORAGE.** Title to and risk of loss of each tangible Deliverable shall transfer from Curia to Customer upon delivery of the Deliverable EXW Curia’s facility (Incoterms 2020) (“**Delivery**”). For manufactured batch materials, evidence of Delivery will be through the issuance of a 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. Should Customer request Curia to assist with any arrangements with the carrier, such arrangements will be made by Curia at Customer’s expense. Customer shall be the importer and exporter of record and shall be solely responsible for any fees related to any Customer Materials imported and shipped to Curia and for any Deliverables exported to another country. If Customer does not pick up a Deliverable upon Delivery by Curia, Curia shall store such Deliverable at Curia’s facilities or third party storage location at a monthly storage fee of \$3,500 per container to Customer for the duration of storage, unless otherwise agreed to by the Parties. Customer shall pay the storage fee for the duration of storage in whole month increments. For all Deliverables stored by Curia, Customer agrees that: (i) Customer has title and risk of loss; (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 Curia’s control; (iv) Customer is responsible for obtaining insurance of such Deliverable during the storage period, if desired; and (v) Customer is responsible for transportation of the Deliverable to the Customer’s final destination, at the sole risk and expense of Customer.

**6. RESCHEDULING AND CANCELLATION FEES.** Customer may request to cancel or reschedule any Service by providing written notice to Curia (“**R&C Notice**”). Any such cancellation and/or rescheduling requires Curia’s prior approval. If Customer cancels or reschedules any Service for any reason, then Customer shall, in addition to paying Curia for all Services performed up to and including the date on which Curia receives the R&C Notice, also pay to Curia the below cancellation or rescheduling fees. Further, Customer shall also reimburse Curia for all nonrefundable costs actually incurred by Curia.

(i) For all services other than manufacturing services, Customer shall pay to Curia the following rescheduling and cancellation fees (expressed as a percentage of the price for the applicable Services):

Days before commencement of non-cGMP Services when R&C Notice received*	Rescheduling Fee	Cancellation Fee
> 30 days	No Charge	50%
0 - 30 days	100%	100%

(ii) For Services related to manufacturing of drug substance, Customer shall pay to Curia the following rescheduling and cancellation fees (expressed as a percentage of the price for the applicable batch of material):

Days before commencement of drug substance Services when R&C Notice received*	Rescheduling Fee	Cancellation Fee
> 180 days	25%	25%
91-180 days	50%	50%
46-90 days	75%	75%
0-45 days	100%	100%

(iii) For Services related to manufacturing of drug product, Customer shall pay to Curia the following rescheduling and cancellation fees (expressed as a percentage of the price for the applicable batch of material):

Days before commencement of drug product Services when R&C Notice received*	Rescheduling Fee	Cancellation Fee
> 90 days	25%	100%
46-90 days	50%	100%
0 - 45 days	100%	100%

\*In the event any cancellation by Customer occurs after commencement of any Services but prior to completion, it shall be deemed to have occurred with zero days' notice. Further, Services rescheduled, delayed, or put on hold more than once or rescheduled, delayed or put on hold beyond ninety (90) days of the initial scheduled manufacturing date shall be deemed to have been cancelled, unless otherwise mutually agreed upon in writing.

Curia will not be liable to Customer nor be deemed to have breached this Agreement for errors, delays or other consequences arising from Customer's failure to provide necessary documents, materials or information as agreed and/or in a timely manner, nor will Curia be liable to Customer if Customer fails to otherwise reasonably cooperate in order for Curia to perform its obligations, and any such failure by Customer will automatically extend any affected timelines by a time period that reasonably takes into account such failure in providing documents, materials, information or cooperation.

7. **CHANGE ORDERS; ANCILLARY SERVICES.** The pricing set forth in this Agreement applies only to the Services expressly identified herein. Any increase or change to the scope of Services, including, without limitation, altering tasks, responsibilities, budget or timeline will require a price change and must be memorialized in a written change order executed by both Parties ("**Change Order**"). Curia shall not be in breach of this Agreement in the event Curia pauses performance pending approval and signature of such Change Order by Customer, and Curia will be given a reasonable period of time within which to implement the changes. Curia shall invoice Customer, and Customer shall pay Curia, as such charges are incurred for any ancillary services at Curia's then-current rates for such services. Charges for ancillary tasks to a Curia Form which are requested by Customer or which are incidental to, or necessitated by, the Services and/or Deliverables may be invoiced against a Curia Form without the necessity of a Change Order.

## 8. PRICING/ PAYMENT.

(i) Customer shall pay to Curia the price for the Services and Deliverables according to the payment schedule set forth in the Curia Form to which these Biologics Terms and Conditions are incorporated by reference. However, if no payment schedule is provided in the Curia Form, Curia shall invoice Customer (a) for Services, as such work is completed, and (b) for Deliverables, upon Delivery thereof. Customer shall pay all undisputed invoices in full, within thirty (30) days of the date of such invoice. All payments hereunder shall be made in United States Dollars (USD). In the event payment is not received by Curia within five (5) days after the due date for such payment, such unpaid amount shall accrue interest at the rate of one percent (1.5%) per month (or the maximum amount allowed by applicable law) compounded monthly until paid in full. If any payment is not made within thirty (30) days of the receipt of an invoice, Curia may suspend other services pending payment. Customer shall be responsible for all fees and expenses incurred by Curia, including reasonable attorneys' fees, to collect such unpaid balances. All quoted rates for Services and Deliverables payable to Curia hereunder do not include any sales, use, excise, value added or other applicable taxes, tariffs or duties. If any taxing authority imposes a VAT, GST, sales, use, service, consumption, or business taxes on Customer Materials or Deliverables, or which are otherwise related to the performance Services (other than taxes based upon Curia's income) such fees shall be borne solely by Customer, and Customer agrees to either pay that amount as specified in an invoice or supply exemption documentation.

(ii) The price for cGMP Services and Deliverables has been calculated based on current input costs to manufacture such material including but not limited to energy prices, raw material, specialty or custom materials, media, solvent and transportation costs ("**Input Costs**"). If at

any time during the term of the Agreement volatility in applicable market sectors produce sudden and unforeseen price increases that result in Curia experiencing an extraordinary increase in its Input Costs, Curia, by written notice to Customer, may charge Customer and Customer shall pay the additional price for Services and/or Deliverables under any Curia Form in such amount as is required for Curia to recover such increased Input Costs (“**Price Adjustment**”). The Price Adjustment shall be applicable to all Services and/or Deliverables to be completed or delivered on or after the effective date for such Price Adjustment as set forth in the written notice provided to Customer, and purchase orders for Services and/or Deliverables ordered prior to such Price Adjustment effective date but to be completed or delivered on or after such date shall be modified/re-issued by Customer to account for such Price Adjustment. Such Price Adjustment shall remain in effect only until the date upon which Curia’s costs return to an amount comparable to what it was prior to such extraordinary increase in its costs. Such Price Adjustment shall be in addition to the price for the applicable Services and/or Deliverable.

(iii) In the event Curia agrees, in its sole discretion, to Customer’s request to expedite any Services under any Curia Form, Customer shall be charged an expediting fee. Further, prices in Curia Forms are valid until the earlier to occur of (a) the period of time set forth in the Curia Form, or (b) 12 months from the Curia Form effective date, after which the prices are subject to change.

**9. CONFIDENTIAL INFORMATION.** All confidential information will remain the sole and exclusive property of the Party disclosing such information (the “**Discloser**”). The Party receiving such confidential information (the “**Recipient**”) shall take all reasonable measures to avoid unauthorized disclosure or use of the Discloser’s confidential information including, using at least the same standard of care Recipient takes to protect its own confidential information. Unless otherwise consented to by the Discloser in writing, the Recipient shall only disclose Discloser’s confidential information to Recipient’s employees, affiliates, officers, directors, agents or advisors (i) who have been advised of the confidential nature of the confidential information, (ii) who are bound by written confidentiality and non-use obligations consistent with the obligations under this Agreement, and (iii) who have a need to know such confidential information in furtherance of this Agreement. Notwithstanding the foregoing, the Recipient may disclose Discloser’s confidential information without violating the obligations of this Agreement, to the extent the disclosure is required by applicable laws or pursuant to a valid order of a court or other governmental body having jurisdiction; provided, however, the Recipient shall give the Discloser written notice of such requirement (to the extent legally permitted) so that the Discloser may seek a protective order or other appropriate remedy, and the Recipient will provide reasonable assistance to the Discloser in any proceeding to obtain a protective order or other remedy, at the Discloser’s expense. Any confidential information so disclosed shall continue to be treated as confidential information for all other purposes. Each Party agrees that it shall not use the other Party’s confidential information except for purposes of fulfilling its obligations or exercising its rights under this Agreement. The obligations of confidentiality and non-use under this Agreement will not apply to confidential information that (a) is or becomes generally available to the public other than as a result of a breach of this Agreement, (b) is already known by the Recipient at the time of disclosure as evidenced by the Recipient’s written records, (c) becomes available to the Recipient on a non-confidential basis from a third party, or (d) was or is independently developed or discovered by or for the Recipient without use of the Discloser’s confidential information. Upon written request, the Recipient shall promptly return or destroy all Discloser confidential information including any copies thereof, provided, however, that Recipient shall destroy those portions of documents, memoranda, notes, studies and analyses prepared by Recipient that contain confidential information, and cease its use thereof. Notwithstanding the foregoing, Recipient may retain one (1) copy of the Discloser’s confidential information to demonstrate compliance with the terms and conditions of this Agreement or as otherwise required under applicable laws, and such additional copies as may exist in any automatic archiving and back-up procedures; provided that the Recipient shall continue to be subject to the confidentiality and non-use restrictions hereunder so long as the Recipient retains such copies. The obligations of this Section 9 will terminate five (5) years from the expiration of this Agreement.

**10. REGULATORY.** Customer shall make available to Curia those sections of regulatory filings, applications, amendments, or correspondences that reference Curia’s systems, documentation, facilities or capabilities (“**Curia References**”), in each case, relating to the Services or Deliverables, including without limitation, an IND, BLA, NDA, ANDA, 505(b)(2) and DMF or their equivalent applications in foreign jurisdictions. Customer agrees to incorporate all changes provided by Curia which correct for factual inaccuracies and to reasonably consider all other comments. Customer shall provide the Curia References, and Curia shall review, in accordance with the following:

(i) **Original Applications/Amendments Not Requested by Regulatory Authority:** Customer shall provide sixty (60) days’ prior notice of its intent to file. Upon receipt of the draft application or amendment, Curia shall provide any comments to Customer within ten (10) business days.

(ii) **Amendments/Responses Requested by a Regulatory Authority:** Customer shall notify Curia of the request by the regulatory authority within one (1) business day of receipt of request. Upon receipt of the draft amendment or response, Curia shall provide any comments to Customer within four (4) business days.

Customer represents and warrants that any Curia References shall be factually accurate, and Customer agrees to indemnify Curia for any costs, expenses or damages resulting from an inaccuracy in such Curia References provided that Customer shall in no event be responsible for any costs, expenses or damages resulting from an inaccuracy in a Curia Reference which Curia reviewed and approved pursuant to this Section 10.

**11. INTELLECTUAL PROPERTY/ CUSTOMER MATERIALS.** All Deliverables shall be the sole and exclusive property of Customer, excluding Curia IP, provided Customer satisfies in full its payment obligations under the Agreement. Except as otherwise expressly provided herein, neither Party shall have any right, title or interest to or in any patents, patent applications, trade secrets, know-how, inventions (whether patentable or unpatentable), information, data, writings, trademarks, service marks, copyrights, or other intellectual property rights of the other Party.

(i) Customer has, and shall retain, sole and exclusive rights of ownership in and to Customer IP. “**Customer IP**” means (a) all intellectual property owned, acquired, developed, or licensed by Customer as of the effective date of the Curia Form or acquired, developed, or licensed by Customer thereafter independently from the performance of Services (“**Customer Background IP**”), (b) all improvements or modifications made to any Customer Background IP and any new intellectual property developed for Customer by Curia under the Curia Form, and (c) Customer Materials.

(ii) Curia has, and shall retain, sole and exclusive rights of ownership in and to Curia IP. “**Curia IP**” means (a) all intellectual property owned, acquired, or licensed by Curia as of the date of commencement of Services or developed by Curia thereafter independently from performance of Services (“**Curia Background IP**”), (b) all improvements made to Curia Background IP and any new intellectual property developed during

performance of the Services that are of general applicability to Curia's service offerings, (c) IP developed using confidential information of Curia, and (d) raw data, lab notebooks, and other records maintained in the ordinary course of business by Curia. Customer does not acquire any license or other right to Curia IP except to the extent necessary for the limited purpose of using Deliverables provided under this Agreement. Such right and license shall not permit use of the Curia IP separate from use of the Deliverables, nor does it include the right to use Curia IP to render services similar to the Services, or permit Customer to sequence, decompile, analyze, reverse engineer, or create derivatives of Curia IP, as applicable.

**12. EQUIPMENT.** In the event any Customer-owned or Customer-dedicated equipment is required to be utilized in the performance of Services, Customer shall bear the costs of any maintenance and/or repair of such equipment as well as storage costs after the conclusion of Services. Customer shall also be responsible for obtaining adequate insurance for such equipment, if desired.

**13. WARRANTIES; DISCLAIMER.** Customer represents and warrants that (i) any and all Customer Materials will not infringe on any third party's intellectual property rights; and (ii) Customer will comply with all applicable laws in relation to its use of the Deliverables. CURIA MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES AND AGREES THAT CONTRACT RESEARCH SERVICES ARE INHERENTLY EXPERIMENTAL AND ARE NOT GUARANTEED TO PRODUCE A DESIRED OR EXPECTED OUTCOME.

**14. LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR INCIDENTAL DAMAGES OF THE OTHER PARTY OR ITS RELATED INDEMNIFIED PARTIES, INCLUDING ANY LOST PROFITS, LOST REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, AND/OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (C) THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE. THE FOREGOING WAIVER SHALL IN NO EVENT LIMIT CUSTOMER'S INDEMNITY OBLIGATIONS HEREUNDER. CURIA'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO CURIA FOR THE SERVICE OR DELIVERABLE GIVING RISE TO SUCH LIABILITIES, CLAIMS OR OBLIGATIONS. CURIA SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT FOR LOSSES OF CUSTOMER MATERIALS RELATED TO DRUG PRODUCT SERVICES.

**15. INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Curia and its affiliates and their respective directors, officers and employees from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any suit, demand, claim, or action by any third party to the extent arising out of (i) the marketing, sale, distribution, further development of or use of the Services and/or Deliverables, including, but not limited to, use in human subjects, or any side effects, contraindications, illness, and/or death resulting from use of the Services and/or Deliverable (whether based on strict liability, inherent design defect, negligence, failure to warn, breach of contracts or any other theory of liability); (ii) infringement of third party intellectual property by Customer IP, Services, Deliverables, or Customer Materials; or (iii) Customer's negligence or willful misconduct.

**16. LITIGATION SUPPORT.** In the event a subpoena or other court order requiring personal appearance or production of documents is received by Curia regarding litigation Customer is involved in to which Curia is not a party, Customer agrees that Curia shall obtain its own counsel and Customer shall indemnify Curia from and against any and all costs and expenses (including reasonable legal fees and expenses) incurred responding to such subpoena, including any internal investigations. If Customer requests Curia's assistance in any litigation that Customer is involved in and to which Curia is not a party (e.g. production of documents, witness testimony), Customer shall pay Curia for any agreed-to assistance at Curia's then-current rates as determined based on timing of the request, resource demand, and any business disruption that may be caused by such request.

**17. RECALLS.** If any regulatory authority issues, or Customer voluntarily undertakes, a recall or stock recovery of any Deliverable or any finished dosage form drug product containing any Deliverable, Curia and Customer shall fully cooperate with each other in connection therewith. Curia shall comply with such request, directive, order, or determination and any and all fees associated with such compliance shall be borne by Customer. Customer shall bear the expenses of any recall or stock recovery of any Deliverable or any finished dosage form drug product containing a Deliverable, and in no event shall Curia or its affiliates be financially responsible for the costs of, or associated with, any such recall or stock recovery.

**18. INSURANCE.** Each Party shall procure and maintain at its own expense appropriate product and commercial liability insurance with respect to its rights and obligations under this Agreement as each Party customarily maintains with respect to similar activities. Customer is responsible for maintaining insurance on all Customer Materials if insurance coverage of such Customer Materials is desired by Customer. Each Party shall provide the other Party with evidence of such insurance upon written request.

**19. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns, and any entity that acquires rights to the Services and/or Deliverables that are the subject hereof. Customer may not transfer or assign its rights or obligations under this Agreement, in whole or in part, without Curia's written consent, which consent shall not be unreasonably withheld. Curia may transfer or assign its rights or obligations under this Agreement, in whole or in part, without Customer's written consent in the event of (i) a merger or consolidation of Curia, (ii) a transaction or series of related transactions in which a third party becomes the beneficial owner of 50% or more of the combined voting power of the outstanding securities of Curia, or (iii) the sale of all or substantially all of the assets of Curia.

**20. TERM AND TERMINATION.** This Agreement will be effective on the date that it has been fully executed by both Parties and will expire, unless earlier terminated in accordance with this Section 20, upon the completion of all outstanding Services to be provided by Curia hereunder. Each of the following shall constitute a default by Customer for purposes of this Agreement (i) the insolvency of Customer, (ii) any assignment for the benefit of creditors of Customer, (iii) the voluntary or involuntary filing of a petition order or other decree in bankruptcy by or against Customer, (iv) 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, or (v) failure by Customer to comply with any of the provisions of this Agreement. In the

event of a default by Customer which is not cured within thirty (30) days of receiving written notice thereof, Curia may terminate this Agreement immediately, provided however, that failure to pay amounts due under this Agreement within fifteen (15) days after such payments are due shall relieve Curia of any further obligation to perform under this Agreement until all outstanding payments are settled. In addition, Curia may, at any time upon thirty (30) days' prior written notice, terminate this Agreement in whole or in part regardless of whether there is a default by Customer.

**21. EFFECT OF TERMINATION.** Upon termination of this Agreement per Section 20, Curia shall invoice Customer for, and Customer shall pay (i) the price for Deliverables previously Delivered and not yet paid, (ii) the price of completed or in-process Services and Deliverables not yet Delivered, including, the cost of all unused supplies, materials, and dedicated equipment (if applicable), as well as any noncancelable commitments made by Curia related to the Services, and (iii) other actual costs and expenses incurred by Curia related to decommissioning activities for the Services and/or Deliverables. Upon termination of this Agreement, Curia shall, in its sole discretion, either dispose of, or ship to Customer, all Customer Materials in Curia's possession at Customer's expense. Sections 1, 2, 7 through 25, and 27 shall survive termination of this Agreement.

**22. WAIVER; SEVERABILITY.** Failure by Curia to insist upon strict compliance with any terms of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist upon strict compliance with respect to any subsequent failure. If any term of this Agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction, such portion will be reformed to approximate the intent of the Parties as nearly as possible and, if reformation cannot be achieved, will be deemed divisible and deleted, but the rest of this Agreement will not otherwise be affected and the remaining terms of this Agreement will continue in full force and effect.

**23. BRIBERY AND CORRUPT PRACTICES.** Both Parties are committed to complying with all applicable anti-corruption laws, regulations and policies worldwide and expect their customers, suppliers and business partners to comply with all such laws that prohibit the making, offering or promise of any payment of 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, each Party represents, warrants and covenants 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 or otherwise gain an improper business advantage.

**24. PERSONAL DATA PROTECTION.** Each Party acknowledges and agrees, and hereby expressly consents, as follows: (i) in the performance of this Agreement, and the delivery of any documentation hereunder, Personal Data (as defined below) may be generated, disclosed to a Party to this Agreement, and may be incorporated into files processed by either Party or by the affiliates of either Party; (ii) Personal Data will be stored as long as such data is necessary for the performance of this Agreement, as well as for maintaining historical records; (iii) it represents and warrants that it has all legal right and authority to disclose any Personal Data of any third party it discloses to the other Party to this Agreement, and that it has obtained the necessary consents from the relevant third party data subjects to so disclose such Personal Data; (iv) it has been informed of the existence of its right to request access to, removal of or restriction on the processing of its Personal Data, as well as to withdraw consent at any time; and (v) it acknowledges its right to file a complaint with the Personal Data supervisory authority in the relevant jurisdiction. As used herein, "**Personal Data**" shall be as defined in Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) or any other applicable data protection legislation.

**25. SANCTIONS, TRADE CONTROLS, ANTI-MONEY LAUNDERING.** Each Party represents and warrants that (i) neither it nor any of its affiliates, officers, directors or employees involved in this Agreement (including those participating in negotiations, meetings or acting as signatories of contractual documents), is: (a) a person or entity that appears on the Specially Designated Nationals and Blocked Persons List, the Sectoral Sanctions List or the Foreign Sanctions Evaders List maintained by the U.S. Treasury Department's Office of Foreign Assets and Control ("**OFAC**") or any other blocked, restricted, sanctioned or denied parties list maintained by the U.S. government (including any department thereof) or any other government having jurisdiction over the transaction between the Parties or (b) a person or entity with whom a U.S. person (as defined by the laws and regulations administered by OFAC, 31 C.F.R. Parts 500-598 (the "**OFAC Regulations**")) or a person subject to the jurisdiction of the United States (as defined by the OFAC Regulations) is otherwise prohibited from dealing with under the OFAC Regulations (a "**Sanctions Target**"); (ii) it is not, directly or indirectly, 50% or more owned in the aggregate by one or more Sanctions Target(s) or controlled by, or under common control with, or acting for the benefit of or on behalf of, any Sanctions Target; and (iii) it is in compliance with all applicable U.S. and global anti-money laundering laws and regulations, and the financial transactions and/or financial institutions involved in the transaction with the other Party, were, and is and will be, at all times, in full compliance with any special designations, rules or proposed rules promulgated pursuant to Section 311 of the USA Patriot Act. Further, Customer represents and warrants that Customer will not export or re-export any goods, technology or software in any manner in connection with the transaction with Curia that violates any applicable national or international export control law, executive order, regulation, rule or sanction, including, but not limited to, the OFAC Regulations, the United States Export Administration Regulations, 15 C.F.R. Parts 730-774, the International Traffic in Arms Regulations, 22 C.F.R. Part 120 et seq., the Export Administration Act, the International Emergency Economic Powers Act, the Trading with the Enemy Act, the Iran Sanctions Act, the Comprehensive Iran Sanctions, Accountability, and Divestment Act, the Trade Sanctions Reform and Export Enhancement Act of 2000 or any OFAC sanctions program; specifically, Customer certifies that Customer and its owners are not "**Military End-Users**" as defined in relevant regulations, and the Deliverables purchased from Curia are not intended for, and will not be diverted to, any military use, and will not be further transferred or re-exported to a military end-user. Either Party shall be entitled to terminate the Agreement or stop or withhold performance (including Delivery) hereunder, in the event of any breach of the statements, representations and warranties contained in this Section 25 by the other Party, and if it would, in such Party's reasonable opinion, violate any applicable sanctions or trade control or anti-money laundering laws.

**26. FORCE MAJEURE.** Curia shall not be liable in damages for, nor shall this Agreement be terminable or cancellable by reason of, any delay or default in Curia's performance hereunder if such default or delay is caused by events beyond Curia's reasonable control including, but not limited to, acts of God, regulation or law or other action or failure to act of any government or agency thereof, war or insurrection (whether war be declared or not), civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances, epidemic, or failure of suppliers, public utilities or common carriers or extraordinary increases in Input Costs resulting from volatility in market sectors; provided, however that Curia shall promptly notify Customer of such cause(s). Curia shall use commercially reasonable efforts to reinstate its ongoing obligations to Customer; provided that, with respect to extraordinary increases to Input Costs, Curia shall be entitled to implement a Price Adjustment in accordance

with Section 8(ii) herein in lieu of delaying its performance hereunder. If the cause(s) shall continue unabated for 180 days, then both Parties shall discuss and negotiate in good faith any required modification to this Agreement.

**27. GOVERNING LAW; ARBITRATION.** This Agreement shall be governed by and construed under the laws of the State of New York, without regard to its 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 and construed in accordance with the laws of the jurisdiction where Curia is incorporated without regard to its principles of conflicts of law. All disputes arising from or related to this Agreement shall be submitted to arbitration before a single arbitrator in Albany, New York (or at a location agreed to by the Parties) under the Commercial Arbitration Rules then prevailing of the American Arbitration Association (if Curia is incorporated or formed within the United States) or in London, United Kingdom under the then prevailing Rules of Arbitration of the London Court of International Arbitration (if Curia is incorporated or formed outside of the United States). The arbitrator shall have exclusive authority to resolve any dispute relating to this Agreement. The Parties and the arbitrator shall treat the proceedings, any related discovery, and the decisions as confidential, except in connection with judicial proceedings ancillary to the arbitration or if required by law or to protect a legal right of a Party. The arbitrator is empowered to impose reasonable limits on discovery, if any, and the time and manner for presenting evidence, with the goal of an efficient and economical arbitration process. The arbitrator must follow the rule of law in entering any award or relief in the arbitration. 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 and NY CPLR § 7502 are specifically excluded from application to this Agreement.