1. Contract Terms

1.1 General Terms. These terms and conditions ("Terms") apply to your purchase of custom research solutions, including custom laboratory products and/or custom laboratory services ("Work") from Life Technologies Corporation ("we" or "us"), according to the detailed description in the applicable quotation or other written statement of work ("SOW"), as submitted by us and accepted by you. These Terms are agreed to together with the quotation or other written statement of work, and are supplemented by clauses 3, 4, 5, 6, 8, and 9 of these Terms, unless expressly stated in the SOW. These Terms supersede all prior communications between you and us with respect to your purchase of Work ("Custom Agreement"). Performance of Work is conditioned on your acceptance of the Terms and the SOW, whether by execution of the SOW, a contract, or a PO that references the SOW.

1.2 Terms Conflict. In the event of a conflict of terms contained in the Custom Agreement documents, the following order of precedence applies: the SOW, any other written document to indicate payment for the Work ("PS") shall indicate your acceptance of these Terms. We expressly reserve the right to change different terms or provisions contained in any document you provide, and if the terms and conditions in this Custom Agreement differ from the terms of your offer, this Custom Agreement will serve as our counter offer.

2. Performance of Work. We will perform the Work as an independent contractor, using methods, materials, equipment, and/or related intellectual property owned or controlled by us or our affiliates (collectively, "Service Provider Technology") to provide you with data and/or materials produced by us as a direct result of the Work, as specified in the SOW (collectively, "Deliverables"). Deliverables may include data or materials that result from the use of materials you supplied ("Client Materials"). We will make available for your use all records and materials created in the course of performing the Work and any rights in such records and materials except in full accordance with all applicable laws and regulations, including without limitation export laws and regulations and in sufficient amounts, as well as relevant safety information and other characteristics of Client Materials that we need to perform the Work, including without limitation any certifications or documentation of Client Materials we reasonably request of you. The Client Materials, and all information about Client Materials, whether you provide it or we generate it in the performance of Work (such information collectively referred to as “Data”), shall be subject to the confidentiality and non-use requirements in this Section 5. We will maintain records of the Data for a period of no less than 1 year. We will use Client Materials and Data only in accordance with the SOW, and will not modify or reverse engineer Client Materials except as agreed to in the SOW. As specified in the SOW, any Client Materials not consumed in the Work or required for additional Work will be destroyed after 6 months. We will not transfer Client Materials, in whole or in part, to any third party, other than a subcontractor, without your prior written approval.

4. Use Limitations. Except as expressly agreed otherwise in the SOW, you agree to use Deliverables only for your lawful internal research purposes, not for use in humans, and in accordance with any limits ("Label-Except LULL") specified in the SOW, and Deliverables shall not be transferred to or commercially used by or for any third party, regardless of whether such transfer or commercial use of Deliverables is for your research purposes. The research use limitation, however, shall not preclude the commercial use of Deliverables for research purposes. The research use limitation, however, shall not preclude the commercial use of Deliverables for research purposes. The research use limitation, however, shall not preclude the commercial use of Deliverables for research purposes.

5. Payments. You will pay us for the Work within 30 days after the date of the respective invoice(s), which will be sent to you when we complete the Work (or portion thereof), according to the payment schedule and currency specified in the SOW. If you default on any payment when due, we, at our option and without prejudice to our other lawful remedies, may delay performance, defer delivery, charge interest on undisputed amounts owed, and/or terminate the Custom Agreement.

6. Ownership, Intellectual Property. As between the parties, except as otherwise expressly agreed in the SOW, you will be the exclusive owner of (i) the Data, (ii) Client Materials, (iii) any derivatives or modifications of Client Materials that we generate as a direct result of the Work, and (iv) any inventions and/or discoveries that directly result from our performance of the Work and that directly relate to Client Materials, whether or not copyrightable or patentable (collectively, the "Inventions"). At your request and expense, we will defend you against any claims or actions by a third party alleging that you have infringed, misappropriated, or otherwise violated any right in any Invention.

9. Warranty. 9.1 Our Limited Warranty. Our sole warranty for the performance of Work is that the Work will be performed using due care in accordance with (a) the Custom Agreement, including the respective SOW and (b) laws, regulations and generally prevailing industry standards applicable to the Work. We do not warrant (x) the deliverability of Work or (y) the accuracy, reliability, or completeness of the Work; and/or (c) the Work will be performed in accordance with the service level agreement to which it is subject or that the Work will be free of defects.

10. Indemnification. Except to the extent caused by our willful misconduct, you shall indemnify and hold harmless us, and our affiliates and our and their respective officers, directors, employees, and agents ("Indemnified Party") from and against any and all expenses (including, but not limited to reasonable attorneys’ fees and any and all costs of litigation) incurred by or on behalf of the Indemnified Party in connection with any claim asserted by a third party arising out of or based on (a) Client Materials or Work thereof in performance of the Work as specified in the SOW; and/or (b) any product or service of yours that is based on such Work or in any way is connected to any reliance on Deliverables, or any portion or derivative thereof; and/or (c) breach of Section 4.

11. Changes, Termination

11.1 Changes. Changes to the Work must be agreed by both parties in writing, and may require changes in the fees or timelines.

11.2 Termination. We may terminate the Custom Agreement if (a) you breach any material provision of the Custom Agreement and fail to remedy the breach to our satisfaction within 15 days after our written notice to you; (b) we are unable to obtain third party materials or technology specified in the SOW, for reasons beyond our reasonable control; (c) we determine that biosecurity, bioafety, and/or feasibility reasons prevent or are likely to prevent the performance of the Work, or (d) you are, or are deemed by law to be, unable to pay your debts or perform your obligations under the Custom Agreement. You have the right to terminate any SOW upon 30 days’ prior written notice to us. Termination of Work in progress will result in a partial charge based on proportionate performance of Work completed at the time of cancellation, in addition to any other termination or cancellation charges specified in the SOW.

12. Miscellaneous. This Custom Agreement may not be assigned without the consent of the other party, except that each party may assign the Custom Agreement to an affiliate or to any other party to whom it is sold as part of a business combination provided that such assignee assumes all the rights and obligations of its assignor. The Custom Agreement shall be governed by the laws of the state of Delaware, USA for such portion of Work performed in the United States and by the laws of England and Wales for such portion of Work performed outside the United States, except that matters pertaining to patents and other intellectual property rights shall be governed by the laws of the jurisdiction in which such intellectual property rights exist. The Custom Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If you are a U.S. government agency, POs > $500,000 will be subject to commercial item acquisition under 48 C.F.R. (FAR) Part 12 and these Terms shall apply, supplemented only by the mandatory provisions of FAR 52.212-4, unless otherwise specified. Under any other law or governmental agency and this agreement constitutes a subcontract under the FAR, then these Terms shall apply, supplemented only by the minimum mandatory FAR flow-down clauses for commercial item subcontracts at 52.212-5(e) or 52.212-2(a). In the event of any conflict between these Terms and this Subcontract, the provisions of this Subcontract shall govern. These Terms will be unenforced, and the parties shall in good faith negotiate an enforceable provision that most closely achieves the objectives of the unenforceable provision. For exception payment obligations, neither party shall be responsible for a failure to perform due to good faith, force majeure or other Force majeure causes beyond its reasonable control. Neither party shall use the name of any other party or its employees in any promotion or publication without prior written consent of such other party. No waiver by either party of any breach hereof shall constitute a waiver of any other breach thereof.