

AMO Netherlands B.V.. Services Terms and Conditions

These Service Purchase Order Terms and Conditions shall apply to each transaction in which AMO is the purchaser hereunder.

1. "AMO" means :AMO Netherlands B.V. or any specified subsidiary of :AMO Netherlands B.V. . AMO reserves the right to extend the terms of this Purchase Order to any of its subsidiaries. "Supplier" means the entity or person providing services to AMO under the terms hereof. Terms and conditions contained in any AMO purchase form used in conjunction with this Purchase Order, including but not limited to any Statement of Work ("SOW"), are incorporated herein by reference; provided, however, that in the event of a conflict between the terms of any such AMO purchase form and the terms of this Purchase Order, the terms of this Purchase Order shall control, unless the purchase form expressly acknowledges the conflict and states that the conflicting terms contained therein control.
2. Supplier shall provide the services and deliverables as set forth herein and in any SOW (the "Services"). AMO is issuing this Purchase Order in consideration of and in reliance upon the talent, skill, expertise and experience of Supplier in providing the Services required hereunder. All Services (including the deliverables) are subject to acceptance by AMO notwithstanding prior payment. Non-accepted deliverables will be re-provided until accepted. In providing the Services, Supplier shall comply with all applicable laws, regulations, guidelines, and with AMO's policies while on its premises.
3. In consideration for Supplier's provision of the Services, AMO shall pay Supplier the amount set forth herein or in an SOW. AMO shall reimburse Supplier for all AMO pre-approved, reasonable and necessary out-of-pocket expenses incurred by Supplier in providing the Services and evidenced by appropriate receipts, including costs of travel (coach class if by air, consistent with AMO's travel policy), food and lodging. In the event of premature termination of this Purchase Order, AMO shall pay Supplier for Services provided on a prorated basis and for all pre-approved reasonable, non-transferable, non-cancelable out-of-pocket expenses incurred by Supplier through the date of termination. Unless otherwise specified in the SOW, each payment shall be made by AMO within thirty (30) days of AMO's receipt of an undisputed invoice.
4. Unless otherwise specified in an SOW, this Purchase Order shall be effective upon issuance and continue for a period of one (1) year. AMO may terminate this Purchase Order immediately without cause upon giving Supplier thirty (30) days prior written notice. Either party may terminate this Purchase Order immediately upon the breach by the other party of a material provision of this Purchase Order that remains uncured thirty (30) days following receipt of notice of such breach, or in the event of termination of the requirements by the applicable health regulatory body or any other governmental or regulatory authority. Termination or expiration of this Purchase Order shall not affect any rights or obligations which have accrued prior thereto or in connection therewith.
5. During the term of this Purchase Order and for a period of five (5) years thereafter, Supplier shall not disclose or use any of AMO's Confidential Information except as permitted in this Purchase Order or in writing by AMO. Confidential Information shall include all information, data and materials concerning AMO and the Services (including the deliverables) disclosed to Supplier by or on behalf of AMO, or developed as a result of Supplier's provision of the Services (including the deliverables), except any portion thereof which: (a) is known to Supplier on a non-confidential basis before receipt thereof under this Purchase Order, as evidenced by Supplier's written records; (b) is disclosed to Supplier after issuance of this Purchase Order by a third party having a right to make such disclosure in a non-confidential manner; or (c) is or becomes part of the public domain through no fault of Supplier. Upon the earlier of completion of the Services or termination or expiration of this Purchase Order, Supplier shall return to AMO all Confidential Information provided to Supplier by AMO, or developed by Supplier as a result of the Services (including the deliverables), as requested by AMO. Nothing in this Purchase Order shall be construed to restrict Supplier from disclosing Confidential Information as required by law or court order or other governmental order, provided in each case Supplier shall timely inform AMO and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, Supplier shall permit AMO to attempt to limit such disclosure by appropriate legal means.
6. All reports, communications, material, information, deliverables or discoveries reduced to practice, made or developed by Supplier in connection with Supplier's provision of the Services ("Work") shall be promptly disclosed

to and be the sole property of AMO and AMO shall be entitled to all intellectual property rights deriving therefrom, including but not limited to copyrights. Supplier hereby transfers and assigns to AMO, which transfer and assignment AMO hereby accepts, all right, title and interest in relation to the Work without any obligation to AMO to pay royalties or other remuneration therefor. Furthermore, Supplier in so far as necessary hereby transfers and assigns to AMO in advance which transfer and assignment AMO hereby accepts all right, title and interest to the future intellectual property rights in relation to the Work. In so far as necessary Supplier shall provide all necessary co-operation to properly effectuate full transfer and assignment of all intellectual property rights to AMO, including the signing of additional documents. Supplier transfers, to the extent permitted under Dutch law, all moral rights relating to the Work, if any. In so far as (parts of) the moral rights cannot be transferred, Supplier hereby waives the right to exercise these moral rights against AMO. AMO will be fully entitled but not obliged to apply for any form of registration of any intellectual property right, relating to the Work, in its own name.

Notwithstanding the foregoing, AMO shall not acquire ownership of any materials, information, know-how, tools, models, methodologies, techniques and/or other intellectual property owned by Supplier or its licensors prior to Supplier's provision of Services under this Purchase Order (all of the foregoing: "Pre-existing Intellectual Property"). Supplier hereby grants to AMO a non-exclusive, irrevocable, royalty-free worldwide license to use, modify and enhance such Pre-existing Intellectual Property (including the right to sublicense) to the extent that such license is required to enable AMO to make use of Supplier's Services (including the deliverables) hereunder.

7. Supplier shall not present or publish, nor submit for publication, any deliverables or other materials resulting from the Services without AMO's prior written approval. Neither party shall use the other party's name in any publicity, advertising or announcement, nor disclose the existence or terms of this Purchase Order or any SOW or the relationship created thereby, without the other party's prior written approval.
8. Each party represents and warrants that (a) neither this Purchase Order nor any payment hereunder, is in exchange for any explicit or implicit agreement or understanding that Supplier prescribe, recommend, use or purchase any products of AMO or otherwise arrange therefore, and (b) the total payment for the Services represents the fair market value for the Services and deliverables and has not been determined in any manner that takes into account the volume or value of any referrals or business between Supplier and AMO. Supplier represents and warrants that the terms of this Purchase Order are not inconsistent with any other contractual or legal obligations Supplier may have or with the policies of any institution with which Supplier is associated, and that the Services and deliverables provided hereunder meet the standards of Supplier's profession and are performed in a professional, timely, efficient and workmanlike manner. Supplier warrants and represents that all personnel, employees, agents, consultants and independent contractors providing Services and deliverables under this Purchase Order shall comply with the terms and conditions of this Purchase Order, including but not limited to the Confidential Information section set forth above. Supplier warrants that the prices set forth herein are as low as any net price now given by Supplier to any other customer for like services and deliverables and agrees that the prices set forth herein shall not be changed during the term of this Purchase Order. Supplier warrants that the Services (including the deliverables) provided hereunder do not infringe on any U.S. or foreign patent, trademark, copyright or other intellectual property or proprietary right of any third party. Supplier agrees to indemnify and hold harmless AMO and its affiliates and their respective employees, directors, officers and agents against any liability, judgment, demand, action, suit, loss, damage, cost and other expense (including but not limited to reasonable attorneys' fees and court costs) resulting from any claim or proceeding (a) alleging such infringement, provided AMO gives Supplier notice thereof and permits Supplier, if it so elects, to enter and defend, settle, or otherwise terminate such claim or proceedings, or (b) arising as a result of the Supplier's negligence, recklessness, willful misconduct or breach of this Purchase Order. In the event an infringement claim arises, Supplier, at its option, shall modify the applicable deliverables so they become non-infringing, replace the deliverables with non-infringing equivalents, obtain for AMO the right to use the deliverables at Supplier's expense, or remove the infringing deliverables and refund to AMO all fees paid for such deliverables.
9. Supplier's status under this Purchase Order is that of an independent contractor. Supplier shall not be deemed an employee, agent, partner or joint venture of AMO for any purpose whatsoever, and Supplier shall have no authority to bind or act on behalf of AMO.
10. Supplier shall, at its own cost and expense, obtain and thereafter maintain in full force and effect during the term of this Purchase Order the following insurance: (a) Worker's Compensation and Occupational Disease Insurance with

statutory limits and Employer's Liability coverage with a minimum limit of Five Hundred Thousand Dollars (\$500,000) per occurrence, (b) Automobile Liability Insurance with a single limit of liability per occurrence of Two Million Dollars (\$2,000,000) covering all owned, non-owned and hired vehicles, and (c) General Liability Insurance including Professional Liability Insurance with a minimum of Two Million Dollars (\$2,000,000) per occurrence. AMO and its subsidiaries shall be named as additionally insured under this coverage.

11. This Purchase Order shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflicts of laws provisions. Notwithstanding place of execution or performance, this Contract and any issues or disputes arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with the laws of the Netherlands. Any issue or dispute, controversy or claim arising out of or in connection with the Contract, or the breach, termination or invalidity thereof, whether any such disputes are contractual or non contractual in nature, shall be submitted to the exclusive jurisdiction of the competent courts in The Netherlands. This Purchase Order contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous proposals and agreements with respect thereto; provided, that if the parties have entered into a separate negotiated agreement that is in effect at the time of this Purchase Order, this Purchase Order only supersedes the terms of that agreement to the extent the terms of this Purchase Order are not addressed in that agreement. This Purchase Order may be modified only by written agreement signed by the parties. Supplier may not assign this Purchase Order or any interest herein, or delegate or subcontract any duty hereunder, to any third party without AMO's prior written consent (which is in its sole discretion to grant or withhold).
12. THE PURCHASE OF SERVICES BY AMO IS GOVERNED BY THESE SERVICES TERMS AND CONDITIONS. NO TERM OR CONDITION CONTAINED IN SELLER'S ORDER SHALL APPLY AND AMO HEREBY EXPLICITLY OBJECTS TO AND REJECTS ANY SUCH TERMS AND CONDITIONS OF SELLER. ANY OTHER STATEMENT, NOTICE OR AGREEMENT TO THE CONTRARY NOTWITHSTANDING, ANY WRITTEN ACKNOWLEDGEMENT OF THIS PURCHASE ORDER OR THE FURNISHING OF ANY SERVICES PURSUANT TO THIS PURCHASE ORDER SHALL CONSTITUTE ACCEPTANCE BY SUPPLIER OF EACH AND ALL OF THE EXPRESSED TERMS AND CONDITIONS STATED HEREIN AND ON THE FACE HEREOF. IF ANY OR ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN ARE NOT ACCEPTABLE, THE SUPPLIER SHALL ADVISE AMO IN WRITING UPON RECEIPT OF THIS PURCHASE ORDER AND SHALL WITHHOLD SERVICES UNTIL A SEPARATE AGREEMENT IS ENTERED INTO BY SUPPLIER AND AMO.
13. Supplier represents and warrants that neither Supplier, nor any of Supplier's employees or agents performing Services hereunder, have ever been, are currently, or are the subject of a proceeding that could lead to Supplier or such employees or agents becoming, as applicable, a Debarred Entity or Individual, an Excluded Entity or Individual or a Convicted Entity or Individual. Supplier further covenants, represents and warrants that if, during the term of this Agreement, Supplier, or any of Supplier's employees or agents performing Services hereunder, become or are the subject of a proceeding that could lead to that party becoming, as applicable, a Debarred Entity or Individual, an Excluded Entity or Individual or a Convicted Entity or Individual, Supplier shall immediately notify AMO, and AMO shall have the right to immediately terminate this Agreement. This provision shall survive termination or expiration of this Agreement. For purposes of this provision, the following definitions shall apply: a) A "Debarred Individual" is an individual who has been debarred by the FDA pursuant to 21 U.S.C. §335a (a) or (b) from providing services in any capacity to a person that has an approved or pending drug product application; b) A "Debarred Entity" is a corporation, partnership or association that has been debarred by the FDA pursuant to 21 U.S.C. §335a (a) or (b) from submitting or assisting in the submission of any abbreviated drug application, or a subsidiary or affiliate of a Debarred Entity; c) An "Excluded Individual" or "Excluded Entity" is (i) an individual or entity, as applicable, who has been excluded, debarred, suspended or is otherwise ineligible to participate in federal health care programs such as Medicare or Medicaid by the Office of the Inspector General (OIG/HHS) of the U.S. Department of Health and Human Services, or (ii) is an individual or entity, as applicable, who has been excluded, debarred, suspended or is otherwise ineligible to participate in federal procurement and non-procurement programs, including those produced by the U.S. General Services Administration (GSA); d) A "Convicted Individual" or "Convicted Entity" is an individual or entity, as applicable, who has been convicted of a criminal offense that falls within the ambit 21 U.S.C. §335(a) or (b) or 42 U.S.C. §1320a – 7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible.