

## ORDER TERMS AND CONDITIONS

THE FOLLOWING STANDARD PURCHASE ORDER TERMS AND CONDITIONS (“TERMS”) ONLY APPLY TO TRANSACTIONS THAT DO NOT HAVE A WRITTEN AGREEMENT, DULY EXECUTED BY BOTH PARTIES. IF THERE IS SUCH AN AGREEMENT, THEN THOSE TERMS SHALL BE THE TERMS THAT GOVERN THE TRANSACTION AND RELATIONSHIP OF THE PARTIES. IN THE ABSENCE OF SUCH A WRITTEN AGREEMENT, DULY EXECUTED BY BOTH PARTIES, THEN THESE TERMS PROVIDE YOU (“SELLER”) WITH THE GUIDELINES AND LEGAL STIPULATIONS OF THE PURCHASE ORDER (“ORDER”) WITH QUEST DIAGNOSTICS, INC. FOR THE GOODS AND/OR SERVICES THAT ARE DESCRIBED ON THE FACE OF THE ORDER. THESE TERMS AND CONDITIONS SHALL SUPERSEDE ANY PROVISIONS, TERMS AND CONDITIONS CONTAINED IN ANY CONFIRMATION ORDER OR OTHER WRITING SELLER MAY GIVE OR RECEIVE.

### 1. OFFER TO PURCHASE.

THIS ORDER IS QUEST DIAGNOSTICS’ OFFER TO SELLER AND IS NOT QUEST DIAGNOSTICS’ ACCEPTANCE OF ANY OFFER TO SELL, QUOTATION, OR PROPOSAL. ANY REFERENCE TO AN OFFER TO SELL, QUOTE, OR PROPOSAL IS SOLELY TO INCORPORATE THE DESCRIPTION AND SPECIFICATIONS OF PRODUCTS AND SERVICES TO THE EXTENT THOSE DESCRIPTIONS AND SPECIFICATIONS DO NOT CONFLICT WITH THE DESCRIPTION AND SPECIFICATIONS ON THE FACE OF THIS ORDER. NOTHING HEREIN SHALL CREATE ANY CONTRACTUAL RELATIONSHIP BETWEEN QUEST DIAGNOSTICS AND ANY SUBCONTRACTOR OR SUPPLIER OF SELLER.

### 2. ACCEPTANCE

BY ACKNOWLEDGING RECEIPT OF THIS ORDER (OR BY SHIPPING THE PRODUCTS OR COMMENCING PERFORMANCE OF THE SERVICES CALLED FOR BY THIS ORDER) SELLER ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF SALE CONTAINED IN THIS ORDER. ANY TERMS OR CONDITIONS IN SELLER’S ORDER ACKNOWLEDGEMENT, DRAWINGS, PRINTS, PLANS, DESCRIPTIONS, SPECIFICATIONS, SAMPLES, DATA, AND OTHER DOCUMENTS (COLLECTIVELY, “DOCUMENTS”), IF ANY, THAT ARE IN ADDITION TO OR DIFFERENT FROM THOSE CONTAINED IN THIS ORDER HAVE NO EFFECT EXCEPT AS PROVIDED IN THE NEXT SENTENCE OR UNLESS QUEST DIAGNOSTICS EXPRESSLY ACCEPTS THEM IN WRITING. SUBJECT TO SECTION 1 ABOVE, THE PROVISIONS OF ANY DOCUMENTS EXPRESSLY REFERRED TO IN THIS ORDER ARE INCORPORATED INTO THIS ORDER AND, TOGETHER WITH THE ORDER, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES FOR THE PURCHASE OF THE PRODUCTS OR SERVICES.

THIS AGREEMENT APPLIES TO ANY CORRECTED/REPAIRED OR REPLACEMENT PRODUCTS PROVIDED BY SELLER HEREUNDER.

### 3. CHANGE NOTIFICATION

SELLER SHALL PROVIDE WRITTEN NOTICE TO QUEST DIAGNOSTICS PRIOR TO ANY CHANGES IN THE DESIGN, SPECIFICATIONS, PERFORMANCE, MANUFACTURING, FACILITY LOCATION, OR MATERIALS FOR GOODS OR SERVICES SUPPLIED BY SELLER THAT COULD AFFECT USAGE, PERFORMANCE, OR QUALITY.

### 4. WARRANTIES

SELLER REPRESENTS AND WARRANTS THAT THE PRODUCTS (I) CONFORM TO THE SPECIFICATIONS, PATTERNS, DRAWINGS, SAMPLES, OR OTHER DESCRIPTIONS UPON WHICH THIS ORDER IS BASED, (II) ARE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, (III) ARE MERCHANTABLE, (IV) ARE OF GOOD MATERIAL AND WORKMANSHIP, (V) ARE FREE FROM DEFECT, AND (VI) IF IT DESIGNED THE PRODUCTS, THEY ARE FREE FROM DEFECT IN DESIGN. SELLER WARRANTS THAT, IN PRODUCTS CONTAINING SOFTWARE, THE SOFTWARE DOES NOT CONTAIN ANY FEATURES THAT PREVENT OR INHIBIT ITS USE BY QUEST DIAGNOSTICS IN ANY MANNER. QUEST DIAGNOSTICS' INSPECTION, TEST, ACCEPTANCE, OR USE OF THE PRODUCTS WILL NOT AFFECT SELLER'S OBLIGATION UNDER THIS WARRANTY. THIS WARRANTY SURVIVES INSPECTION, TESTING, ACCEPTANCE, AND USE. THIS WARRANTY RUNS TO QUEST DIAGNOSTICS, ITS SUCCESSORS, ASSIGNS, CUSTOMERS, AND USERS OF THE PRODUCTS. SELLER WILL PROMPTLY REPLACE OR CORRECT DEFECTS IN ANY PRODUCTS THAT DO NOT CONFORM TO THE FOREGOING WARRANTY, WITHOUT EXPENSE TO QUEST DIAGNOSTICS, WHEN NOTIFIED OF THE NONCONFORMITY. IF SELLER FAILS TO CORRECT DEFECTS IN OR REPLACE NONCONFORMING PRODUCTS PROMPTLY, QUEST DIAGNOSTICS MAY MAKE THE CORRECTIONS OR REPLACE THE PRODUCTS AND CHARGE SELLER FOR THE COSTS QUEST DIAGNOSTICS INCURRED BY DOING SO. THESE WARRANTIES ARE CUMULATIVE AND IN ADDITION TO ANY OTHER WARRANTIES GIVEN BY SELLER TO QUEST DIAGNOSTICS OR PROVIDED BY LAW OR EQUITY. SELLER MAY NOT DISCLAIM OR EXCLUDE ANY OF THESE WARRANTIES OR ANY IMPLIED OR EXPRESSED WARRANTIES UNLESS QUEST DIAGNOSTICS SIGNS A DISCLAIMER OR EXCLUSION EVIDENCED BY AN ORDER, CHANGE ORDER, CHANGE NOTICE, OR REVISION. ANY APPLICABLE STATUTE OF LIMITATIONS RUNS FROM THE DATE OF QUEST DIAGNOSTICS' DISCOVERY OF THE NONCOMPLIANCE OF THE PRODUCTS OR SERVICES WITH THE FOREGOING WARRANTIES.

### 5. INVOICES

SELLER WILL SUBMIT INVOICES TO THE ADDRESS REFERENCED ON THE ORDER. THE INVOICE WILL INCLUDE A PREPAID FREIGHT BILL IF ALL OR ANY PART OF THE FREIGHT IS INCLUDED ON THE FACE OF THE INVOICE.

#### 6. SHIPPING INFORMATION

SELLER MUST SHOW THE DESCRIPTION/SPECIFICATIONS, PURCHASE ORDER NUMBER, AND QUEST ITEM NUMBER WHERE APPLICABLE, VENDOR NAME, WEIGHT, AND QUANTITY OF THE PRODUCTS SHIPPED ON ALL PACKAGES AND INVOICES. SELLER SHALL COMPLY WITH ALL APPLICABLE CUSTOMS REGULATIONS. SELLER SHALL COMPLY WITH THE QUEST ROUTING INSTRUCTIONS FROM THE QUEST ROUTING LETTER. IT IS THE RESPONSIBILITY OF THE SELLER TO ATTAIN A COPY OF THE QUEST ROUTING LETTER. AS PER THE QUEST ROUTING LETTER THE SELLER WILL SHIP COLLECT VIA THE QUEST DESIGNATED CARRIERS. SELLER SHALL DELIVER THE PRODUCTS TO THE DELIVERY LOCATION SPECIFIED IN THE ORDER. ALL INCIDENTS OF OWNERSHIP TO THE PRODUCTS, INCLUDING, TITLE TO THE PRODUCTS AND RISK OF LOSS SHALL PASS TO QUEST DIAGNOSTICS UPON ACCEPTANCE OF THE PRODUCTS AT THE PLACE SPECIFIED AS THE DELIVERY LOCATION ON THE ORDER.

#### 7. QUANTITY, PRICE, AND TERMS

QUEST DIAGNOSTICS WILL INCLUDE THE QUANTITY AND PRICE OF THE PRODUCTS ON ORDERS, WITH NO ALLOWANCE OF PACKING, CARTAGE, OR DRAYAGE CHARGES, OR FOR INSURANCE ON SHIPPING. TERMS ARE NET 60 DAYS END OF MONTH. "NET 60 DAYS END OF MONTH" MEANS THAT AN INVOICE MUST BE PAID BY THE END OF THE CALENDAR MONTH THAT IS 60 DAYS FROM THE DATE OF RECEIPT OF THE INVOICE. FOR EXAMPLE, AN INVOICE RECEIVED JANUARY 1 WOULD BE PAYABLE BY MARCH 31; A MONTHLY INVOICE RECEIVED JANUARY 25 WOULD ALSO BE PAYABLE BY MARCH 31. QUEST DIAGNOSTICS HAS NO FUTURE PURCHASE OBLIGATIONS.

#### 8. TAXES

A). EACH PARTY IS RESPONSIBLE FOR PERSONAL OR REAL PROPERTY TAXES ON PROPERTY IT OWNS; FRANCHISE AND PRIVILEGE TAXES ON ITS BUSINESS; DOING BUSINESS TAXES; TAXES BASED ON ITS INCOME, GROSS RECEIPTS, OR CAPITAL; EXCISE TAXES IMPOSED ON IT IN THE COURSE OF CONDUCTING ITS BUSINESS; AND EMPLOYMENT, PAYROLL, UNEMPLOYMENT, WORKERS COMPENSATION, WITHHOLDING TAXES, OR OTHER TAXES ON ITS EMPLOYEES.

B). SELLER IS RESPONSIBLE FOR ANY SALES, USE, TRANSFER, VALUE-ADDED, GOODS AND SERVICES, SERVICES, CONSUMPTION, AND OTHER TAXES AND DUTIES, INCLUDING ANY EXCISE TAXES IMPOSED ON IT IN THE CONDUCT OF ITS OWN BUSINESS, ON THE GOODS MANUFACTURED (INCLUDING MEDICAL DEVICE EXCISE TAX) OR SERVICES, USED OR CONSUMED BY SELLER IN PROVIDING THE

PRODUCTS AND SERVICES. SELLER SHALL NOT INVOICE QUEST DIAGNOSTICS FOR SALES TAX ON ANY REAGENTS SHIPPED TO FLORIDA, NEW JERSEY, MARYLAND, WASHINGTON, OR ANY OTHER STATE THAT DOES NOT IMPOSE SALES TAX ON REAGENTS. UPON REQUEST, SELLER SHALL PROVIDE DOCUMENTATION TO SUPPORT ITS CALCULATIONS OF THE TAXES IT IS COLLECTING FROM QUEST DIAGNOSTICS (IF ANY).

C). QUEST DIAGNOSTICS IS RESPONSIBLE FOR ANY SALES, USE, TRANSFER, VALUE ADDED, OR GOODS AND SERVICES TAXES IMPOSED ON IT BY APPLICABLE LAW DIRECTLY IN CONNECTION WITH THE PRODUCTS IT PURCHASES AND SERVICES IT RECEIVES FROM SELLER. QUEST DIAGNOSTICS IS NOT RESPONSIBLE FOR SALES TAX ON ANY REAGENTS SHIPPED TO STATES THAT DO NOT IMPOSE SALES TAX ON REAGENTS.

D). IF A TAXING AUTHORITY ASSESSES TAXES ON THE PRODUCTS AND SERVICES, THE PARTIES WILL SEGREGATE THE PAYMENTS INTO TWO PAYMENT STREAMS: ONE FOR TAXABLE CONSUMABLES AND THE OTHER FOR NONTAXABLE CONSUMABLES AND SERVICES. THE PARTIES WILL COOPERATE TO ENABLE EACH TO DETERMINE ITS OWN TAX LIABILITY AND TO MINIMIZE ITS LIABILITY TO THE EXTENT LEGALLY PERMISSIBLE. EACH PARTY WILL PROVIDE AND MAKE AVAILABLE TO THE OTHER ANY EXEMPTION CERTIFICATES, ANY APPLICABLE TAX FORMS SUCH AS IRS FORMS W-9/W-8BENE, INFORMATION REGARDING THE PRODUCTS AND SERVICES, OR OTHER INFORMATION REASONABLY REQUESTED BY THE OTHER PARTY. QUEST DIAGNOSTICS SHALL BE ENTITLED TO DEDUCT FROM ANY PAYMENTS HEREUNDER ANY WITHHOLDING TAXES THAT QUEST DIAGNOSTICS IS REQUIRED UNDER APPLICABLE LAW TO REMIT ON BEHALF OF SELLER.

E). SELLER WILL COMPUTE TAX BASED ON WHERE PRODUCT IS DELIVERED/SERVICES PERFORMED. IF THE PRODUCT IS SOFTWARE, SELLER WILL STATE IF IT IS DOWNLOADED/DELIVERED ELECTRONICALLY AND COMPUTE TAX ACCORDINGLY.

## 9. DELIVERY

SELLER WILL DELIVER THE PRODUCTS WITHIN THE TIME STATED ON THIS ORDER. TIME IS OF THE ESSENCE. IF THERE WILL BE A DELAY OF ANY TYPE IN THE DELIVERY OF PRODUCTS OR SERVICES, QUEST DIAGNOSTICS HAS THE RIGHT TO WITHDRAW THIS ORDER WITHOUT ANY LIABILITY TO SELLER. SELLER IS LIABLE FOR ANY COSTS OR DAMAGES INCURRED BY QUEST DIAGNOSTICS RESULTING FROM THE DELAYS. SELLER WILL IMMEDIATELY NOTIFY QUEST DIAGNOSTICS OF ANY POTENTIAL DELAY.

## 10. QUALITY AND INSPECTION

SELLER WILL PACKAGE THE PRODUCTS PROPERLY TO PROTECT FROM DAMAGE DURING SHIPPING/HANDLING AND IN COMPLIANCE WITH APPLICABLE FEDERAL AND STATE REGULATIONS. THE PRODUCTS WILL BE FREE OF DEFECTS AND COMPLY WITH PRODUCT SPECIFICATIONS INDICATED IN ANY DOCUMENTS. QUEST DIAGNOSTICS HAS THE RIGHT TO INSPECT ALL PRODUCTS AFTER DELIVERY. QUEST DIAGNOSTICS HAS THE RIGHT, AT SELLER'S RISK AND EXPENSE, TO REJECT AND RETURN THE WHOLE OR ANY PART OF THE PRODUCTS THAT MAY BE DEFECTIVE OR FAIL TO COMPLY WITH THE PRODUCT SPECIFICATION REQUIREMENTS OF ANY DOCUMENTS OR WARRANTIES. SELLER WILL REPLACE THE REJECTED PRODUCTS OR CREDIT QUEST DIAGNOSTICS FOR THE VALUE OF THE REJECTED PRODUCTS, AS QUEST DIAGNOSTICS MAY DIRECT, INCLUDING ANY FREIGHT AND HANDLING CHARGES PAID BY QUEST DIAGNOSTICS. IF QUEST DIAGNOSTICS REQUIRES REPLACEMENT OF THE REJECTED PRODUCTS, SELLER SHALL, AT ITS EXPENSE, REPLACE THE NONCONFORMING PRODUCTS WITHIN THE TIME PERIOD QUEST DIAGNOSTICS SPECIFIES AND PAY FOR ALL RELATED EXPENSES, INCLUDING TRANSPORTATION CHARGES FOR THE RETURN OF THE NONCONFORMING PRODUCTS AND THE DELIVERY OF REPLACEMENT PRODUCTS. ANY INSPECTION BY QUEST DIAGNOSTICS SHALL NOT REDUCE OR OTHERWISE AFFECT SELLER'S OBLIGATIONS HEREUNDER, AND QUEST DIAGNOSTICS SHALL HAVE THE RIGHT TO CONDUCT FURTHER INSPECTIONS OF REPLACEMENT PRODUCTS.

#### 11. SERVICE STANDARDS

SELLER SHALL PERFORM THE SERVICES USING PERSONNEL OF REQUIRED SKILL, EXPERIENCE AND QUALIFICATIONS AND IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH BEST INDUSTRY STANDARDS FOR SIMILAR SERVICES AND SHALL DEVOTE ADEQUATE RESOURCES TO MEET ITS OBLIGATIONS. SELLER GUARANTEES ITS WORKMANSHIP FOR ONE YEAR FROM THE DATE SELLER PROVIDES SUCH SERVICE. SELLER SHALL ENSURE THAT ALL OF ITS EQUIPMENT USED IN THE PROVISION OF SERVICES ARE IN GOOD WORKING ORDER AND SUITABLE FOR WHICH THEY ARE USED. SELLER SHALL KEEP AND MAINTAIN ANY QUEST DIAGNOSTICS EQUIPMENT IN ITS POSSESSION IN GOOD WORKING ORDER AND SHALL NOT DISPOSE OF OR USE SUCH EQUIPMENT OTHER THAN IN ACCORDANCE WITH QUEST DIAGNOSTICS' WRITTEN INSTRUCTIONS OR AUTHORIZATION. SELLER MUST SUPPLY AND INSTALL ELECTRICAL EQUIPMENT, WIRING, AND FITTINGS IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE AND REQUIREMENTS OF UNDERWRITERS LABORATORIES, INC. IF SELLER PERFORMS SERVICES ON QUEST DIAGNOSTICS' PREMISES, SELLER WILL CONDUCT ITSELF IN A SAFE AND PRUDENT MANNER AND COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND MUNICIPAL HEALTH, ENVIRONMENTAL AND SAFETY LAWS, REGULATIONS AND ORDINANCES. SELLER WILL ALSO COMPLY WITH QUEST DIAGNOSTICS' INTERNAL RULES, REGULATIONS AND POLICIES, INCLUDING WORKPLACE SAFETY STANDARDS AND POLICIES, SECURITY PROCEDURES CONCERNING

SYSTEMS AND DATA, BUILDING SECURITY PROCEDURES, AND GENERAL HEALTH AND SAFETY PRACTICES AND PROCEDURES.

## 12. INTELLECTUAL PROPERTY

ALL INTELLECTUAL PROPERTY RIGHTS, INCLUDING COPYRIGHTS, PATENTS, PATENT DISCLOSURES AND INVENTIONS (WHETHER PATENTABLE OR NOT), TRADEMARKS, SERVICE MARKS, TRADE SECRETS, KNOW-HOW AND OTHER CONFIDENTIAL INFORMATION, TRADE DRESS, TRADE NAMES, LOGOS, CORPORATE NAMES AND DOMAIN NAMES, TOGETHER WITH ALL OF THE GOODWILL ASSOCIATED THEREWITH, DERIVATIVE WORKS AND ALL OTHER RIGHTS (COLLECTIVELY, "INTELLECTUAL PROPERTY RIGHTS") IN AND TO ALL DOCUMENTS, WORK PRODUCT, AND OTHER MATERIALS THAT ARE DELIVERED TO QUEST DIAGNOSTICS UNDER THE AGREEMENT OR PREPARED BY OR ON BEHALF OF SELLER IN THE COURSE OF PERFORMING THE SERVICES (COLLECTIVELY, "DELIVERABLES") SHALL BE OWNED EXCLUSIVELY BY QUEST DIAGNOSTICS. SELLER AGREES THAT WITH RESPECT TO ANY DELIVERABLES THAT MAY QUALIFY AS "WORK MADE FOR HIRE" AS DEFINED IN 17 U.S.C. §101, SUCH DELIVERABLES ARE HEREBY DEEMED A "WORK MADE FOR HIRE" FOR QUEST DIAGNOSTICS. TO THE EXTENT THAT ANY OF THE DELIVERABLES DO NOT CONSTITUTE A "WORK MADE FOR HIRE," SELLER HEREBY IRREVOCABLY ASSIGNS TO QUEST DIAGNOSTICS, WITHOUT ADDITIONAL CONSIDERATION, ALL RIGHT, TITLE, AND INTEREST THROUGHOUT THE WORLD IN AND TO THE DELIVERABLES, INCLUDING ALL INTELLECTUAL PROPERTY RIGHTS THEREIN. SELLER IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL CLAIMS TO SO-CALLED "MORAL RIGHTS" WITH RESPECT TO THE DELIVERABLES. UPON QUEST DIAGNOSTICS' REQUEST, SELLER SHALL PROMPTLY TAKE SUCH FURTHER ACTIONS, INCLUDING EXECUTION AND DELIVERY OF ALL APPROPRIATE INSTRUMENTS OF CONVEYANCE, AS MAY BE NECESSARY TO ASSIST QUEST DIAGNOSTICS TO PROSECUTE, REGISTER, PERFECT OR RECORD ITS RIGHTS IN OR TO ANY DELIVERABLES. SELLER AND ITS LICENSORS ARE, AND SHALL REMAIN, THE SOLE AND EXCLUSIVE OWNERS OF ALL RIGHT, TITLE, AND INTEREST IN AND TO ALL DOCUMENTS, DATA, KNOW-HOW, METHODOLOGIES, SOFTWARE AND OTHER MATERIALS PROVIDED BY OR USED BY SELLER IN CONNECTION WITH PERFORMING THE SERVICES, IN EACH CASE DEVELOPED OR ACQUIRED BY SELLER PRIOR TO THE COMMENCEMENT OR INDEPENDENTLY OF THIS ORDER (COLLECTIVELY, "PRE-EXISTING MATERIALS"), INCLUDING ALL INTELLECTUAL PROPERTY RIGHTS THEREIN. SELLER HEREBY GRANTS QUEST DIAGNOSTICS A LICENSE TO ANY PRE-EXISTING MATERIALS TO THE EXTENT INCORPORATED IN, COMBINED WITH OR OTHERWISE NECESSARY FOR THE USE OF THE DELIVERABLES FOR ANY AND ALL PURPOSES.

## 13. INDEMNITY

A). SELLER WILL INDEMNIFY, DEFEND AND HOLD QUEST DIAGNOSTICS HARMLESS FROM ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS'

FEES), JUDGMENTS, LIABILITIES, LOSSES, SETTLEMENT PAYMENTS, INTERESTS, AWARDS, DAMAGES, FINES AND PENALTIES, OR OTHER CHARGES IN THE EVENT OF A SUIT OR CLAIM FOR:

1. SELLER'S BREACH OF THE TERMS AND CONDITIONS OF THIS ORDER, INCLUDING ANY BREACH OF REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 3 (WARRANTIES) ABOVE.

2. INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, INCLUDING ANY PATENT, COPYRIGHT, OR TRADEMARK, BY THE SALE OR USE OF THE PRODUCTS IN THE FORM SOLD BY SELLER OR IN COMBINATION WITH OTHER MATERIALS. WHERE, HOWEVER, THE COMBINATION OF THE PRODUCTS WITH OTHER MATERIALS IS THE BASIS FOR A CLAIM OF PATENT INFRINGEMENT, THERE SHALL BE NO INDEMNITY UNLESS THE COMBINATION IS THE PRINCIPAL PRACTICAL PURPOSE FOR WHICH THE PRODUCTS CAN BE USED OR SOLD, OR SELLER RECOMMENDS THE COMBINATION TO QUEST DIAGNOSTICS.

3. DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON OR DAMAGE FROM PROFESSIONAL ERRORS OR OMISSIONS, IN EACH CASE ATTRIBUTABLE DIRECTLY OR INDIRECTLY TO OR IN CONNECTION WITH PRODUCTS OR SERVICES PROVIDED HEREUNDER.

4. SELLER'S NEGLIGENCE OR WILLFUL MISCONDUCT.

B). A CONDITION OF THE ABOVE INDEMNITY IS THAT QUEST DIAGNOSTICS MUST GIVE SELLER PROMPT NOTICE IN WRITING OF ANY SUIT OR CLAIM, AND PERMIT SELLER, IF IT SO ELECTS, TO ENTER AND DEFEND, SETTLE, OR OTHERWISE TERMINATE SUCH SUIT OR CLAIM, PROVIDED THAT ANY SETTLEMENT INVOLVES ONLY THE PAYMENT OF MONEY FOR WHICH SELLER IS LIABLE. SELLER WILL MAKE EVERY EFFORT TO REPLACE INFRINGING PRODUCTS WITH NON-INFRINGING PRODUCTS OR EQUIVALENTS HAVING THE SAME FUNCTIONALITY AND USE .

#### 14. TERMINATION AND REMEDIES

QUEST DIAGNOSTICS MAY TERMINATE THIS ORDER, OR ANY PART THEREOF, BY WRITTEN NOTICE TO SELLER IF SELLER DEFAULTS FOR ANY REASON. IF SELLER DEFAULTS OR BREACHES OR QUEST DIAGNOSTICS RIGHTFULLY REJECTS OR REVOKES ITS ACCEPTANCE OF THE PRODUCTS, QUEST DIAGNOSTICS MAY CANCEL THE ORDER AND RECOVER THE PRICE IT PAID TOGETHER WITH ANY INCIDENTAL AND CONSEQUENTIAL DAMAGES. IN ADDITION TO ANY OTHER REMEDY, PROVIDED BY LAW OR THIS ORDER, QUEST DIAGNOSTICS MAY "COVER" BY MAKING, IN GOOD FAITH AND WITHOUT UNREASONABLE DELAY, A REASONABLE PURCHASE OF OR CONTRACT TO PURCHASE PRODUCTS IN SUBSTITUTION FOR THE PRODUCTS DUE FROM SELLER. IN SUCH CASE, QUEST DIAGNOSTICS' DAMAGES ARE THE DIFFERENCE BETWEEN THE COST OF "COVER"

AND THE CONTRACT PRICE TOGETHER WITH ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

#### 15. COMPLIANCE WITH LAW

ALL PRODUCTS FURNISHED OR SERVICES RENDERED PURSUANT TO THIS ORDER SHALL BE PRODUCED, MANUFACTURED, SOLD, DELIVERED, PROVIDED OR RENDERED TO QUEST DIAGNOSTICS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, AS AMENDED FROM TIME TO TIME, INCLUDING: THE FEDERAL FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT, AS AMENDED, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, SECTION 503 OF THE REHABILITATION ACT OF 1973, AS AMENDED, EXECUTIVE ORDER 11246, THE VIETNAM VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974, AS AMENDED, THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED ("OSHA"), (IN THE EVENT OF A CONFLICT BETWEEN THE REQUIREMENTS OF OSHA AND ANY INDUSTRY CODES OR STANDARDS APPLICABLE TO THIS AGREEMENT, THE MORE STRINGENT REQUIREMENT SHALL APPLY), THE NOISE CONTROL ACT OF 1972, ALL APPLICABLE ENVIRONMENTAL LAWS AND REGULATIONS, INCLUDING WITHOUT LIMITATION, THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, AND THE STANDARDS OF ACCESSIBILITY SET FORTH IN SECTION 402 OF THE AMERICANS WITH DISABILITIES ACT, AND THE RULES, REGULATIONS AND ORDERS PERTAINING TO THE ABOVE. TO THE EXTENT SELLER WILL PROVIDE SERVICES TO QUEST DIAGNOSTICS IN DIRECT SUPPORT OF A FEDERAL GOVERNMENT CONTRACT, THE FOLLOWING FEDERAL ACQUISITION REGULATIONS MAY APPLY: (I) 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) (PUB. L. 110-252, TITLE VI, CHAPTER 1 (41 U.S.C. 251 NOTE)); (II) 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013) (15 U.S.C. 637(D)(2)); (III) 52.222-17, NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013) (E.O. 13495); (IV) 52.222-26, EQUAL OPPORTUNITY (MAR 2007) (E.O. 11246); (V) 52.222-40, NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (E.O. 13496); (VI) 52.222-41, SERVICE CONTRACT ACT OF 1965 (NOV 2007) (41 U.S.C. 351, ET SEQ.); AND (VII) 52.222-50, COMBATING TRAFFICKING IN PERSONS (FEB 2009) (22 U.S.C. 7104(G)). IN ADDITION, THE FOLLOWING GOVERNMENT REGULATIONS MAY APPLY: FAR 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (SEP 2010) (38 U.S.C. 4212), ALSO FOUND AT 41 CFR 60-300.5(A), **THIS CONTRACTOR AND SUBCONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR 60-300.5(A)** AND FAR 52.222-36, AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) (29 U.S.C. 793), ALSO FOUND AT 41 CFR 60-741.5(A), **THIS CONTRACTOR AND SUBCONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR 60-741.5(A)** WHICH REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED PROTECTED VETERANS AND QUALIFIED INDIVIDUALS ON THE BASIS OF DISABILITY, AND REQUIRES AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY, AND ADVANCE IN EMPLOYMENT, QUALIFIED PROTECTED VETERANS



AND INDIVIDUALS WITH DISABILITIES. IN THE EVENT THAT THERE ARE CHANGES OR ADDITIONS TO THE PRECEDING REGULATIONS BASED ON THE PERFORMANCE OF FEDERAL GOVERNMENT CONTRACTS, QUEST DIAGNOSTICS MAY UNILATERALLY AMEND THIS ORDER FOR PURPOSES OF COMPLYING WITH THE CHANGES OR ADDITIONS BY SENDING A NOTICE OF AMENDMENT TO SELLER. SELLER SHALL COMPLY WILL ALL EXPORT AND IMPORT LAWS OF ALL COUNTRIES INVOLVED IN THE SALE OF PRODUCTS UNDER THIS ORDER. SELLER ASSUMES ALL RESPONSIBILITY FOR SHIPMENTS OF PRODUCTS REQUIRING ANY GOVERNMENT IMPORT CLEARANCE.

## 16. EXPORT CONTROL

### 16.1 DEFINITIONS

(a) “RESTRICTED COUNTRY” MEANS ANY COUNTRY AGAINST WHICH ANY U.S. EXPORT CONTROL AUTHORITY HAS IMPOSED AN EMBARGO OR SPECIAL TRADE SANCTION, INCLUDING BUT NOT LIMITED TO THE EXPORTS OR RE-EXPORTS OF ITEMS TO INDIVIDUALS OR ENTITIES WITHIN, OR CONTROLLED OR MAJORITY OWNED BY, ANY SUCH COUNTRY OR THEIR GOVERNMENT.

(b) “RESTRICTED PERSON” MEANS AN ENTITY OR INDIVIDUAL TO WHICH U.S. EXPORTS AND RE-EXPORTS ARE EITHER PROHIBITED OR REQUIRE AN EXPORT LICENSE BY ANY U.S. EXPORT CONTROL AUTHORITY.

(c) “U.S. EXPORT CONTROL AUTHORITY” INCLUDES WITHOUT LIMITATION 1) THE U.S. DEPARTMENT OF TREASURY’S OFFICE OF FOREIGN ASSET CONTROL, 2) THE U.S. DEPARTMENT OF COMMERCE’S BUREAU OF INDUSTRY AND SECURITY, AND/OR 3) THE DEPARTMENT OF STATE’S DIRECTORATE OF DEFENSE TRADE CONTROLS (TOGETHER U.S. EXPORT CONTROL AUTHORITIES”).

(d) “TRANSACTION” MEANS SUPPLYING GOODS AND/OR SERVICES TO QUEST DIAGNOSTICS, AND/OR REQUESTING QUEST DIAGNOSTICS TO PROVIDE GOODS AND/OR SERVICES, INCLUDING BUT NOT LIMITED TO LABORATORY TESTING SERVICES.

16.2. SELLER ACKNOWLEDGES AND AGREES THAT QUEST DIAGNOSTICS IS SUBJECT TO THE LAWS OF THE UNITED STATES AND, AS SUCH, MAY BE PROHIBITED FROM, OR WOULD REQUIRE A SPECIAL LICENSE TO, ENGAGE IN TRANSACTIONS INVOLVING ANY RESTRICTED COUNTRY AND/OR A RESTRICTED PERSON.

16.3. SELLER REPRESENTS, COVENANTS, AND WARRANTS THAT UNDER THIS AGREEMENT NEITHER SELLER, NOR ITS SUBSIDIARIES, ANY DIRECTOR, OFFICER, AGENT, EMPLOYEE, OR AFFILIATE OF SELLER WILL ENGAGE IN ANY TRANSACTION IN CONNECTION WITH ANY COUNTRY THAT AT THE TIME OF SUCH TRANSACTION IS AN RESTRICTED COUNTRY, OR FROM ANY PERSON OR ENTITY THAT AT THE TIME OF SUCH TRANSACTION IS A RESTRICTED PERSON. IF SELLER

ENGAGES IN ANY SUCH TRANSACTION IN CONNECTION WITH THIS AGREEMENT, THEN QUEST DIAGNOSTICS SHALL HAVE THE RIGHT:

- 1) TO REFUSE TO CONTINUE WITH THE TRANSACTION INCLUDING BUT NOT LIMITED TO NOT TESTING ANY SPECIMEN(S) RECEIVED IN VIOLATION OF THIS PROVISION,
- 2) TO IMMEDIATELY TERMINATE THIS AGREEMENT NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, AND
- 3) TO ASSERT ANY OTHER REMEDY AVAILABLE UNDER APPLICABLE LAW.

16.4. IF SELLER BELIEVES THAT A VIOLATION OF A LAW OR REQUIREMENT GOVERNED BY A U.S. EXPORT CONTROL AUTHORITY IS LIKELY TO HAVE OCCURRED RELATED TO THIS AGREEMENT, THEN SELLER WILL PROMPTLY NOTIFY QUEST DIAGNOSTICS OF THE CIRCUMSTANCES OF SUCH LIKELY VIOLATION. SELLER AGREES TO REASONABLY COOPERATE IN INVESTIGATING AND TERMINATING SUCH LIKELY VIOLATIONS, AND TO REASONABLY COOPERATE WITH ANY US GOVERNMENT INVESTIGATION, INQUIRY AND OTHER ACTION RELATED TO ANY APPLICABLE US EXPORT CONTROL LAW. THIS EXPORT CONTROL PROVISION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

16.5. SELLER SHALL INCLUDE EXPORT CONTROL PROVISIONS THAT ARE AT LEAST AS PROTECTIVE IN ANY AGREEMENT THAT IS RELATED TO THIS AGREEMENT.

16.6. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, LIABILITY UNDER THIS EXPORT CONTROL SECTION IS NOT LIMITED.

## 17. REVISION

NO REVISION OF THIS ORDER SHALL BE VALID UNLESS IN WRITING AND SIGNED BY QUEST DIAGNOSTICS' AUTHORIZED REPRESENTATIVE.

## 18. REJECTIONS; OVERRUNS

SELLER SHALL DESTROY ANY REJECTED OR OVER-RUN MATERIAL THAT IDENTIFIES QUEST DIAGNOSTICS OR CONTAINS ANY PRINTING BY QUEST DIAGNOSTICS. SELLER SHALL NOT SELL THESE MATERIALS AS SURPLUS.

## 19. GOVERNING LAW/JURISDICTION

THE LAWS OF THE STATE OF NEW JERSEY GOVERN THIS ORDER, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES. JURISDICTION IS IN THE STATE OR FEDERAL COURTS IN MORRIS COUNTY, NEW JERSEY.

## 20. INSURANCE

IF THIS ORDER COVERS SERVICES ON QUEST DIAGNOSTICS' PREMISES, SELLER WILL GIVE QUEST DIAGNOSTICS, BEFORE SELLER STARTS WORK, CERTIFICATES OF INSURANCE, FROM AN INSURER ACCEPTABLE TO QUEST DIAGNOSTICS, FOR THE FOLLOWING LINES OF INSURANCE AT THE MINIMUM LIMITS INDICATED: (I) COMPREHENSIVE GENERAL LIABILITY, NOT LESS THAN \$2,000,000 COMBINED BODILY INJURY AND PROPERTY DAMAGE PER OCCURRENCE; AND (II) COMPREHENSIVE AUTOMOBILE LIABILITY, NOT LESS THAN \$2,000,000 COMBINED BODILY INJURY AND PROPERTY DAMAGE PER OCCURRENCE, WHICH POLICY SHALL INCLUDE OWNED, NON-OWNED AND HIRED AUTOS; AND (III) WORKERS COMPENSATION AS REQUIRED BY STATUTE INCLUDING EMPLOYERS LIABILITY - \$1,000,000. SUPPLIERS OF ARCHITECTURAL, ENGINEERING, OR DESIGN SERVICES ALSO MUST PROVIDE CERTIFICATES OF INSURANCE FOR PROFESSIONAL LIABILITY AT \$2,000,000 COMBINED BODILY AND PROPERTY DAMAGE LIMITS.

#### 21. NO DEBARMENT

BY ACCEPTING THIS ORDER OR ANY PART OF IT, SELLER CERTIFIES, REPRESENTS AND WARRANTS THAT IT AND ITS PRINCIPALS, PARENT, SHAREHOLDERS, DIRECTORS, OFFICERS, AND EMPLOYEES HAVE NOT BEEN CONVICTED OF A CRIMINAL OFFENSE RELATED TO HEALTH CARE AND ARE NOT LISTED BY A FEDERAL AGENCY AS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, EXCLUDED OR INELIGIBLE TO PARTICIPATE IN FEDERALLY FUNDED PROGRAMS. SELLER SHALL NOTIFY QUEST DIAGNOSTICS IN WRITING WITHIN FIVE DAYS IF ANY CHANGE RENDERS THIS REPRESENTATION FALSE. IN ADDITION TO ANY OTHER AVAILABLE REMEDIES, QUEST DIAGNOSTICS SHALL HAVE THE RIGHT TO IMMEDIATELY TERMINATE THE AGREEMENT FOR FAULT OR BREACH BY SELLER UPON SUCH CHANGE.

#### 22. NO ASSIGNMENT

SELLER MAY NOT ASSIGN ANY OF ITS RIGHTS OR DELEGATE ANY OF ITS OBLIGATIONS UNDER THIS ORDER.

#### 23. FORCE MAJEURE

NEITHER PARTY IS LIABLE TO THE OTHER FOR ITS FAILURE TO DELIVER THE PRODUCTS ON TIME OR TAKE DELIVERY OF THE PRODUCTS (OR ANY PORTION THEREOF), IF THE FAILURE IS THE RESULT OF A FORCE MAJEURE EVENT. A FORCE MAJEURE EVENT IS ANY ACT OR EVENT, FORESEEN OR UNFORESEEN, THAT (I) PREVENTS A PARTY FROM PERFORMING IT OBLIGATIONS UNDER THIS AGREEMENT (“NON-PERFORMING PARTY”); (II) IS BEYOND THE CONTROL AND NOT THE FAULT OF THE NON-PERFORMING PARTY, AND (III) THE NON-PERFORMING PARTY HAS BEEN UNABLE TO AVOID OR OVERCOME THE ACT OR EVENT BY EXERCISING DUE DILIGENCE.

#### 24. DEFAULT BROWSER

WHERE A BROWSER IS REQUIRED BY SUPPLIER TO PROVIDE SERVICES OR ALLOW QUEST DIAGNOSTICS TO ACCESS INFORMATION IN CONNECTION WITH THIS AGREEMENT, SUPPLIER AGREES THAT SUCH SERVICES REQUIRING ACCESS THROUGH A BROWSER WILL SUPPORTED BY THE MOST CURRENT VERSION OF THE INDUSTRY'S MOST COMMON BROWSERS, INCLUDING, BUT NOT LIMITED TO MICROSOFT EDGE, WHICH IS QUEST DIAGNOSTICS' DEFAULT BROWSER. QUEST DIAGNOSTICS SHALL HAVE THE RIGHT, UPON SIXTY (60) DAYS-NOTICE, TO ADVISE SUPPLIER OF A CHANGE IN QUEST DIAGNOSTICS' DEFAULT BROWSER. AS LONG AS QUEST DIAGNOSTICS' NEW DEFAULT BROWSER IS THE MOST CURRENT VERSION OF ONE OF THE INDUSTRY'S OTHER COMMON BROWSERS, SUPPLIER MUST SUPPORT SUCH CHANGE AT NO ADDITIONAL COST TO QUEST DIAGNOSTICS.

## 25. CONFIDENTIALITY

EACH PARTY TO THIS AGREEMENT SHALL KEEP CONFIDENTIAL ALL, AND SHALL NOT DIVULGE ANY, OF THE PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE OTHER PARTY INCLUDING, BUT NOT LIMITED TO, INFORMATION RELATING TO SUCH MATTERS AS FINANCES, METHODS OF OPERATION AND COMPETITION, PRICING, MARKETING PLANS AND STRATEGIES, EQUIPMENT AND OPERATIONAL REQUIREMENTS AND INFORMATION CONCERNING PERSONNEL, PATIENTS AND SUPPLIERS, UNLESS SUCH INFORMATION (I) IS IN THE POSSESSION OF THE PARTY RECEIVING IT WITHOUT OBLIGATION OF CONFIDENCE, (II) IS DEVELOPED BY THE PARTY RECEIVING IT INDEPENDENTLY FROM ITS RECEIPT OF INFORMATION FROM THE OTHER PARTY, OR (III) IS OR BECOMES GENERALLY AVAILABLE TO THE PUBLIC OTHER THAN AS A RESULT OF A DISCLOSURE BY THAT PARTY. IF A PARTY RECEIVES A REQUEST UNDER A SUBPOENA OR ORDER ISSUED BY A COURT OF COMPETENT JURISDICTION OR A GOVERNMENTAL BODY TO DISCLOSE ALL OR ANY PART OF THE OTHER PARTY'S CONFIDENTIAL INFORMATION, THE PARTY AGREES, TO THE EXTENT LAWFUL, TO (A) MAKE REASONABLE EFFORTS TO NOTIFY THE OTHER PARTY OF THE IMPENDING DISCLOSURE IN TIME FOR THE OTHER PARTY TO APPEAR AND OPPOSE THE DISCLOSURE, (B) CONSULT WITH THE OTHER PARTY ON THE ADVISABILITY OF TAKING LEGALLY AVAILABLE STEPS TO RESIST OR NARROW SUCH REQUEST, (C) FURNISH ONLY THAT PORTION OF THE CONFIDENTIAL INFORMATION WHICH THE PARTY IS REQUIRED TO DISCLOSE, AND (D) PERMIT THE OTHER PARTY AT ITS EXPENSE TO OBTAIN AN ORDER OR OTHER RELIABLE ASSURANCE THAT CONFIDENTIAL TREATMENT WILL BE ACCORDED TO SUCH DISCLOSED CONFIDENTIAL INFORMATION. EACH PARTY WILL RETURN ALL WRITTEN, AND RETURN OR DESTROY COPIES ON ALL OTHER MEDIA CONTAINING, PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE OTHER PARTY WHICH IS STILL IN POSSESSION OF THE PARTY TO WHOM IT WAS FURNISHED ON THE DATE OF THE TERMINATION OF THIS AGREEMENT. EACH PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER SHALL REMAIN IN FULL FORCE AND EFFECT FOR FIVE (5) YEARS FROM THE DATE OF ACCEPTANCE OF THIS ORDER. NOTWITHSTANDING THE FOREGOING, EACH PARTY SHALL BE PERMITTED TO

RETAIN ANY COPIES OF CONFIDENTIAL OR PROPRIETARY INFORMATION OF THE OTHER PARTY WHICH HAVE BEEN CREATED PURSUANT TO AUTOMATIC IT BACKUP OR DISASTER RECOVERY PROCEDURES, WHICH COPIES SHALL REMAIN CONFIDENTIAL.

## 26. QUEST DIAGNOSTICS POLICIES

WITHOUT LIMITING ANY OF «NAME»'S OTHER OBLIGATIONS, «NAME» SHALL, AND SHALL ENSURE THAT ITS EMPLOYEES AND CONTRACTORS SHALL, AT ALL TIMES IN PERFORMING THEIR OBLIGATIONS HEREUNDER: (I) ACT CONSISTENTLY WITH THE PRINCIPLES OF QUEST DIAGNOSTICS' CODE OF ETHICS SET OUT AT [HTTPS://WWW.QUESTDIAGNOSTICS.COM/HOME/ABOUT/CORPORATE-CITIZENSHIP/GOVERNANCE-ETHICS-COMPLIANCE/](https://www.questdiagnostics.com/home/about/corporate-citizenship/governance-ethics-compliance/), AS IT MAY BE AMENDED FROM TIME TO TIME; (II) ACT CONSISTENTLY WITH THE PRINCIPLES OF QUEST DIAGNOSTICS' SUPPLIER CODE OF CONDUCT SET OUT AT [HTTPS://WWW.QUESTDIAGNOSTICS.COM/HOME/ABOUT/OPERATIONS/SUPPLIERS/CODE-OF-CONDUCT/](https://www.questdiagnostics.com/home/about/operations/suppliers/code-of-conduct/); AND (III) IF «NAME» HAS KNOWLEDGE OR A GOOD FAITH BELIEF THAT QUEST DIAGNOSTICS OR ANY OF ITS EMPLOYEES OR REPRESENTATIVES IS VIOLATING OR HAS VIOLATED ANY LAW, REGULATION, COMPANY POLICY OR ETHICAL GUIDELINE, PROMPTLY REPORT THE INFORMATION TO THE *CHEQ*LINE AT 800-650-9502 OR ONLINE THROUGH [HTTP://WWW.MYCOMPLIANCEREPORT.COM/](http://www.mycompliancereport.com/) (24 HOURS A DAY, 7 DAYS A WEEK).  
ACCESS ID: QDI

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