

ORDER TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS APPLY TO ALL TRANSACTIONS IN WHICH QUEST DIAGNOSTICS HTAS INDIA PRIVATE LIMITED (“**QUEST DIAGNOSTICS**”) PURCHASES PRODUCTS OR SERVICES BY PURCHASE ORDER (“**ORDER**”) FROM SELLER.

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. 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.

SELLER FURTHER REPRESENTS AND WARRANTS THAT (I) IT HAS THE REQUISITE POWER AND AUTHORITY TO EXECUTE THIS ORDER, (II) THIS ORDER SHALL UPON EXECUTION CONSTITUTE A LEGAL, VALID AND BINDING CONTRACT, ENFORCEABLE AS PER THE TERMS CONTAINED HEREIN AND ANY TERM WHICH SHALL BE CONTAINED IN SUCH ORDER, SUBJECT TO APPLICABLE LAW, (III) THIS ORDER SHALL NOT VIOLATE OR BE INCONSISTENT WITH ANY PROVISION IN CHARTER DOCUMENTS, APPLICABLE LAW, PRIOR CONTRACTUAL OBLIGATIONS, OR ANY OTHER BINDING AGREEMENT TO WHICH THE SELLER IS PRIVY, (IV) IT OR ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AFFILIATES, SUB-CONTRACTORS, LEGAL/FINANCIAL/PROFESSIONAL ADVISORS, AND BANKERS (COLLECTIVELY "REPRESENTATIVES") SHALL NOT ACT OR OMIT TO ACT IN ANY MANNER, DIRECTLY OR INDIRECTLY, WITH OR WITHOUT INTENTION, WHICH MAY RESULT IN ADVERSELY AFFECTING QUEST DIAGNOSTICS' REPUTATION AND FUTURE BUSINESS PROSPECTS, SPECIFICALLY QUEST DIAGNOSTICS' ABILITY

TO OPERATE AS A SPECIAL ECONOMIC ZONE UNIT, INCURRING ANY DISQUALIFICATION UNDER APPLICABLE LAW, OR BREACH OF ANY LEGAL OR CONTRACTUAL OBLIGATION, (V) IT HAS SECURED AND SHALL AT ALL TIMES DURING THIS ORDER MAINTAIN VALID PERMITS AND LICENSES UNDER APPLICABLE LAW FOR PROVIDING PRODUCTS OR FOR PERFORMANCE OF THE SERVICES, (VI) IT HAS IN PLACE REASONABLE SECURITY PRACTICES REQUIRED UNDER APPLICABLE LAW TO STORE, PROCESS AND DEAL WITH CONFIDENTIAL INFORMATION AND ANY PERSONAL INFORMATION OF THE SELLER AND QUEST DIAGNOSTICS UNDER APPLICABLE LAW, AND SHALL AT ALL TIMES ENSURE THE ADEQUACY OF SUCH PRACTICES SO AS TO PREVENT ANY UNAUTHORIZED DISCLOSURE OR BREACH OF APPLICABLE DATA PROTECTION LAW, (VII) IT HAS NOT BEEN CONVICTED OF A CRIMINAL OFFENSE UNDER APPLICABLE LAW, (VIII) TO THE BEST OF ITS KNOWLEDGE, THERE ARE NO QUEST DIAGNOSTICS' OR ITS AFFILIATES' REPRESENTATIVES WITH SIGNIFICANT FIDUCIARY OR CONTROLLING INTEREST IN THE SELLER, (IX) NO REPRESENTATIVES OF QUEST DIAGNOSTICS OR ITS AFFILIATES IS EMPLOYED, RELATED IN ANY MANNER, BENEFICIALLY, OR OTHERWISE CONTRACTUALLY ENGAGED WITH THE SELLER IN ITS INDEPENDENT AND INDIVIDUAL CAPACITY, (X) NO REPRESENTATIVE OF QUEST DIAGNOSTICS OR ITS AFFILIATES HAS ANY CONFLICT OF INTEREST, DIRECTLY OR INDIRECTLY WITH THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT, AND (XI) NO COMPENSATION IN CASH OR KIND OR FAVOUR IS PROVIDED BY THE SELLER TO QUEST DIAGNOSTICS OR ITS REPRESENTATIVES.

SELLER ALSO REPRESENTS AND WARRANTS THAT (I) THE SERVICES PROVIDED SHALL BE SUPPLIED AND SUPPORTED BY APPROPRIATELY QUALIFIED AND TRAINED PERSONNEL ACTING WITH DUE SKILL, CARE AND DILIGENCE, AND (II) THE SERVICES SHALL SATISFY LEVELS AND STANDARDS AS DETAILED IN THIS ORDER

EACH OF THE REPRESENTATIONS AND WARRANTIES ABOVE ARE TRUE, ACCURATE AND NOT MISLEADING IN ANY MANNER.

4. INVOICES

QUEST DIAGNOSTICS SHALL PAY THE SELLER CONSIDERATION FOR THE SERVICES OR PRODUCTS PROVIDED. IT SHALL PAY THE AGREED FEE AS "PRICE" AGAINST VALID INVOICES RAISED AGAINST QUEST DIAGNOSTICS. THE PRICE UNDER THIS ORDER IS EXCLUSIVE OF STATUTORY DUTIES AND TAXES, AND EACH PARTY SHALL BE LIABLE TO BEAR THE COST AND EXPENSE OF SUCH DUTIES AND TAXES AS PER APPLICABLE LAW AS EXPLAINED IN #7 BELOW.

ADDITIONAL PAYMENT TERMS SUCH AS PAYMENT CYCLE, PROCESSING OF INVOICES, ETC. ARE PROVIDED BELOW AT #6 AND CAN BE FURTHER SUPPLANTED AT THE TIME OF PLACING THE ORDER. 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. INVOICE PROVIDED MUST ADHERE TO THE PROPER FORM AND MANNER AS PRESCRIBED UNDER APPLICABLE GOODS & SERVICES TAX LAW AND OTHER APPLICABLE LAW.

5. 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 AND OTHER APPLICABLE LAW INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL, EMPLOYMENT, AVIATION AND MARITIME LAWS. 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.

6. 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. ANY ADDITIONAL PAYMENT TERM SHALL BE COMMUNICATED IN WRITING BY QUEST DIAGNOSTICS.

7. 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. 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.

8. 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.

9. 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.

10. 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.

11. 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, DESIGNS, GEOGRAPHICAL INDICATIONS 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", 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 RIGHTS, 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 RIGHTS, 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.

12. INDEMNITY

A. SELLER WILL INDEMNIFY, DEFEND AND HOLD QUEST DIAGNOSTICS AND ITS REPRESENTATIVES HARMLESS FROM ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), JUDGMENTS, LIABILITIES, LOSSES, SETTLEMENT PAYMENTS, INTERESTS, AWARDS, DAMAGES, FINES AND PENALTIES, OR OTHER CHARGES ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN THE EVENT OF A SUIT OR CLAIM FOR:

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

(II) 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.

(III) 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.

(IV) ACTS OR OMISSIONS, OR ALLEGED ACTS OR OMISSIONS OF THE SELLER OR ITS REPRESENTATIVES.

(V) 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.

C. THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION SHALL INCLUDE ANY CLAIMS BY THIRD PARTIES FOR INJUNCTIVE RELIEF, COMPENSATORY DAMAGES, AND ATTORNEYS' FEES FOR MISAPPROPRIATION OF TRADE SECRETS, BREACH OF PERSONAL DATA RELATED RIGHTS, PRIVACY, INTELLECTUAL PROPERTY, OR ANY SIMILAR CLAIMS.

13. TERMINATION AND REMEDIES

A. THIS ORDER SHALL BE VALID AND BINDING TILL TERMINATED BY THE PARTIES AS PER THIS SECTION 13.

B. QUEST DIAGNOSTICS MAY IMMEDIATELY AND WITH NOTICE TERMINATE THIS ORDER, OR ANY PART THEREOF, (I) WHEN THERE IS A BREACH OF THIS ORDER BY THE SELLER OR ITS REPRESENTATIVES, (II) WHEN THERE IS A BREACH OF APPLICABLE LAW BY THE SELLER OR ITS REPRESENTATIVES; AND (III) IF BANKRUPTCY OR WINDING-UP PROCEEDINGS ARE INITIATED AGAINST THE SELLER OR A LIQUIDATOR IS APPOINTED ON ITS ASSETS

B. EITHER PARTY MAY TERMINATE THIS ORDER FOR CONVENIENCE WITH PRIOR WRITTEN NOTICE OF 30 (THIRTY) DAYS TO THE OTHER PARTY.

C. 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 DAMAGES AS PER APPLICABLE LAW. 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.

D. UPON TERMINATION, THE SELLER SHALL (I) TAKE ALL STEPS REQUIRED FOR SMOOTH TRANSITION OF SERVICES TO QUEST DIAGNOSTICS OR ANY THIRD PARTY AS IDENTIFIED BY QUEST DIAGNOSTICS, (II) FACILITATE THE TRANSFER OF ANY DOCUMENTATION OR RECORD CREATED BY THE SELLER, (III) IMMEDIATELY RETURN ANY PROPERTY, MOVABLE OR IMMOVABLE, CONTAINED IN ANY FORM, INCLUDING BUT NOT LIMITED TO CONFIDENTIAL INFORMATION, AND (IV) DESTROY WITHOUT ANY BACK-UP OR COPY THEREOF ANY QUEST DIAGNOSTICS' CONFIDENTIAL INFORMATION, UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW.

E. IT IS HEREBY CLARIFIED THAT TERMINATION OF THIS ORDER SHALL BE WITHOUT PREJUDICE TO QUEST DIAGNOSTICS' RIGHTS TO SEEK RELIEF UNDER APPLICABLE LAW AND/OR EQUITY.

14. 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, 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.

15. REVISION

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

16. 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.

17. GOVERNING LAW/JURISDICTION

THIS ORDER SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF INDIA WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS.

18. DISPUTE RESOLUTION

ALL DISPUTES ARISING OUT OF OR IN RELATION TO INTERPRETATION, IMPLEMENTATION, PERFORMANCE OR VALIDITY OF THIS ORDER SHALL BE REFERRED TO MEDIATION WITHIN 3 (THREE) MONTHS FROM THE DATE ON WHICH A PARTY SERVES A WRITTEN NOTICE OF DISPUTE ON THE OTHER PARTY. THE MEDIATION SHALL TAKE PLACE UNDER THE AEGIS OF THE ANDHRA PRADESH HIGH COURT (MEDIATION CENTRE, HIGH COURT LEGAL SERVICES COMMITTEE, NYAYA SEVA SADAN, CIVIL COURTS COMPOUND, PURANIHAVELI, HYDERABAD). IF THE MEDIATION FAILS, SUCH DISPUTES SHALL BE ADJUDICATED AND DECIDED BY THE COURT WITH SUBJECT MATTER JURISDICTION.

19. 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: (I) COMPREHENSIVE GENERAL LIABILITY; AND (II) COMPREHENSIVE AUTOMOBILE LIABILITY, WHICH POLICY SHALL INCLUDE OWNED, NON-OWNED AND HIRED AUTOMOBILES; AND (III) WORKERS COMPENSATION AS REQUIRED BY STATUTE INCLUDING EMPLOYERS LIABILITY. SUPPLIERS OF ARCHITECTURAL, ENGINEERING, OR DESIGN SERVICES ALSO MUST PROVIDE CERTIFICATES OF INSURANCE FOR PROFESSIONAL LIABILITY.

20. 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 ORDER FOR FAULT OR BREACH BY SELLER UPON SUCH CHANGE NOTWITHSTANDING TERMINATION NOTICE REQUIREMENT UNDER .

21. NO ASSIGNMENT

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

22. 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, PROVIDED THAT THE NON-PERFORMING PARTY GIVES PROMPT WRITTEN NOTICE OF SUCH CONDITION AND PUTS BEST EFFORTS TO RESUME ITS PERFORMANCE AS SOON AS POSSIBLE, AND NO LATER THAN 30 (THIRTY) DAYS, FAILING WHICH THIS AGREEMENT CAN BE TERMINATED AS PER SECTION 13 OF THIS AGREEMENT. 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.

23. 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, (III) IS IN PUBLIC DOMAIN, PROVIDED THAT THE CONFIDENTIAL INFORMATION IS NOT IN PUBLIC DOMAIN DUE TO BREACH OF THE CONFIDENTIALITY OBLIGATION UNDER THIS SECTION BY THE 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.

24. ANTI-CORRUPTION

A. THE SELLER AGREES THAT, WITH RESPECT TO THE SERVICES AND/OR PRODUCTS PROVIDED, IT AND ITS REPRESENTATIVES SHALL COMPLY WITH ALL APPLICABLE LAW OF THE UNITED STATES AND INDIA. THESE SHALL INCLUDE, BUT ARE NOT LIMITED TO THE U.S. FOREIGN CORRUPT PRACTICES ACT, THE UK BRIBERY ACT, THE INDIAN MEDICAL COUNCIL (PROFESSIONAL CONDUCT, ETIQUETTE AND ETHICS) REGULATIONS, 2002, INCLUDING, WITHOUT LIMITATION, SECTION 6.4 THEREOF, AND ALL APPLICABLE INDIAN

LOCAL ANTI-BRIBERY AND ANTI-MONEY LAUNDERING LAWS, AND IT'S IMPLEMENTATION IN VARIOUS MEMBER STATES, AND ALL APPLICABLE LOCAL ANTI-BRIBERY AND ANTI-MONEY LAUNDERING LAWS.

B. THE SELLER HEREBY ACKNOWLEDGES THAT IT HAS RECEIVED AND REVIEWED QUEST DIAGNOSTICS' FOREIGN CORRUPT PRACTICE ACT/ANTI-CORRUPTION POLICY AND AGREES THAT IT AND ITS REPRESENTATIVES SHALL COMPLY WITH ALL OF ITS TERMS.

C. NEITHER THE SELLER, NOR ANYONE ACTING ON ITS BEHALF, SHALL PAY, OFFER TO PAY OR GIVE MONEY OR ANYTHING OF VALUE TO OR FOR THE BENEFIT OF ANY FOREIGN GOVERNMENT OFFICIAL (INCLUDING EMPLOYEES OF GOVERNMENT-OWNED ENTITIES SUCH AS TAX AUTHORITIES, CUSTOMS OFFICIALS, SPECIAL ECONOMIC ZONE OFFICE, HOSPITALS OR ANY DOCTORS IN COUNTRIES WITH PUBLIC HEALTHCARE), FOR THE PURPOSE OF (I) INFLUENCING SUCH GOVERNMENT OFFICIAL TO TAKE (OR OMIT TO TAKE) ANY ACTION OR DECISION, (II) INDUCING SUCH GOVERNMENT OFFICIAL TO USE HIS OR HER INFLUENCE TO EFFECT ANY ACT OR DECISION, OR (III) SECURING ANY IMPROPER ADVANTAGE.

D. NEITHER THE SELLER, NOR ANYONE ACTING ON ITS BEHALF, SHALL PAY, OFFER TO PAY OR GIVE MONEY OR ANYTHING OF VALUE TO OR FOR THE BENEFIT OF ANY ACTUAL OR POTENTIAL CUSTOMER OR ANY OTHER PERSON, TO OBTAIN FAVOURABLE TREATMENT FROM THAT PERSON IN OBTAINING, RETAINING OR DIRECTING BUSINESS OR TO OBTAIN ANY SPECIAL CONCESSION.

E. THE SELLER AGREES THAT IT SHALL PROMPTLY NOTIFY QUEST DIAGNOSTICS IN WRITING OF THE DETAILS, INCLUDING THE CIRCUMSTANCES, AMOUNT, AND PAYEE, IF IT DISCOVERS ANY POSSIBLE BREACH OF SECTION 24(C) OR 24(D) ABOVE.

F. THE SELLER AGREES THAT, AT QUEST DIAGNOSTICS' REQUEST, IT SHALL EXECUTE AND CAUSE ITS REPRESENTATIVES TO EXECUTE A WRITTEN STATEMENT PROVIDED BY QUEST DIAGNOSTICS CERTIFYING THAT NO PAYMENTS AS DESCRIBED IN SECTION 24(C) AND 24(D) ABOVE HAVE BEEN MADE OR OFFERED, AND THAT THE RECRUITING FIRM REMAINS IN COMPLIANCE WITH ALL APPLICABLE ANTI-CORRUPTION LAWS AND WITH QUEST DIAGNOSTICS' FOREIGN CORRUPT PRACTICE ACT/ANTI-CORRUPTION POLICY.

G. THE SELLER SHALL NOT USE, ENGAGE OR CONTRACT WITH AN AGENT, CONSULTANT, CONTRACTOR OR OTHER THIRD PARTY TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS ORDER WITHOUT QUEST DIAGNOSTICS' PRIOR WRITTEN CONSENT. FURTHER, THE SELLER SHALL INCLUDE IN ORDER BETWEEN THE SELLER AND QUEST DIAGNOSTICS APPROVED SUB-CONTRACTORS, A PROVISION ENSURING QUEST DIAGNOSTICS' RIGHT TO INSPECT SUCH SUB-CONTRACTOR'S BOOKS, RECORDS AND FACILITIES AS PROVIDED IN SECTION 24(I) BELOW.

H. IF THE SELLER OR ANY OF ITS REPRESENTATIVES IS OR BECOMES A GOVERNMENT OFFICIAL, OR IF A GOVERNMENT OFFICIAL OBTAINS AN INTEREST IN THE RECRUITING FIRM OR THIS ORDER, THE RECRUITING FIRM SHALL IMMEDIATELY NOTIFY QUEST DIAGNOSTICS.

I. THE SELLER AGREES TO MAINTAIN ACCURATE AND COMPLETE BOOKS, RECORDS, AND ACCOUNTS OF TRANSACTIONS AND ACTIVITIES UNDER THIS ORDER. QUEST DIAGNOSTICS SHALL HAVE THE RIGHT UPON AT LEAST 5 (FIVE) DAYS' PRIOR NOTICE TO AUDIT AND INSPECT (OR TO HAVE ITS DESIGNEE AUDIT AND INSPECT) SUCH BOOKS AND RECORDS (AND SELLER'S INVENTORY AND OTHER FACILITIES) TO DETERMINE THE ACCURACY OF THE REPORTS SUBMITTED BY THE SELLER TO QUEST DIAGNOSTICS AND THE SELLER'S COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS ORDER. THE SELLER ALSO AGREES THAT QUEST DIAGNOSTICS MAY PERFORM PERIODIC BACKGROUND CHECKS.

J. ANY BREACH OF THE COVENANTS AND REPRESENTATIONS SET FORTH ABOVE SHALL CONSTITUTE A MATERIAL BREACH JUSTIFYING TERMINATION FOR CAUSE QUEST DIAGNOSTICS UNDER SECTION 13(C) ABOVE.

K. THE SELLER SHALL COOPERATE IN GOOD FAITH WITH QUEST DIAGNOSTICS AND IT'S REPRESENTATIVES IN THE EVENT OF AN ACTUAL OR POTENTIAL VIOLATION OF APPLICABLE LAW OR ANY WARRANTIES, REPRESENTATIONS AND COVENANTS UNDER THIS ORDER BY IT OR ITS REPRESENTATIVES, INCLUDING PROVIDING HTAS OR ITS REPRESENTATIVES WITH ACCESS TO THE SELLER'S REPRESENTATIVES AND AGENTS FOR INTERVIEWS.

25. QUEST DIAGNOSTICS POLICIES

WITHOUT LIMITING ANY OF SELLER'S OTHER OBLIGATIONS, SELLER 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 BUSINESS ETHICS SET OUT AT WWW.QUESTDIAGNOSTICS.COM, AS IT MAY BE

AMENDED FROM TIME TO TIME; AND (II) IF SELLER 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 VICE PRESIDENT, COMPLIANCE OR THE SENIOR VICE PRESIDENT AND GENERAL COUNSEL OF QUEST DIAGNOSTICS, WHO MAY BE REACHED THROUGH QUEST DIAGNOSTICS' WEBSITE.

26. MISCELLANEOUS

A. NATURE OF RELATIONSHIP

THE PARTIES HAVE EXECUTED THIS ORDER AND THE TERMS AND CONDITIONS ON A PRINCIPAL-TO-PRINCIPAL BASIS AND UNDER NO CIRCUMSTANCES SHALL ANYTHING IN THIS ORDER BE CONSTRUED TO CREATE EMPLOYER-EMPLOYEE, PRINCIPAL-AGENT, OR ANY SUCH OTHER RELATIONSHIP BETWEEN THE PARTIES.

B. NOTICES

ALL NOTICES REQUIRED BY EITHER PARTY UNDER THIS ORDER SHALL BE IN WRITING, AND SHALL BE DEEMED TO HAVE BEEN GIVEN ON THE DATE SUCH NOTICE IS PRESENTED PERSONALLY, BY E-MAIL OR TRANSMITTED BY FACSIMILE (*RECEIPT CONFIRMED*), 2 (TWO) BUSINESS DAYS AFTER DELIVERY BY A NATIONALLY RECOGNIZED COURIER SERVICE, OR 3 (THREE) DAYS AFTER MAILED REGISTERED OR CERTIFIED, RETURN RECEIPT REQUESTED, TO THE OTHER PARTY AT THE ADDRESS THAT WILL BE COMMUNICATED BY THE PARTIES IN WRITING PURSUANT TO THIS ORDER.

C. WAIVER

A SECTION OR A RIGHT CREATED UNDER THIS ORDER MAY NOT BE WAIVED EXCEPT IN WRITING SIGNED ON BEHALF OF THE PARTY GRANTING THE WAIVER. THE FAILURE OF A PARTY TO PROSECUTE ITS RIGHTS WITH RESPECT TO A DEFAULT OR BREACH HEREUNDER SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT TO ENFORCE ITS RIGHTS WITH RESPECT TO THE SAME OR ANY OTHER BREACH UNDER APPLICABLE LAW.

D. SEVERABILITY

IF ANY SECTION OF THIS AGREEMENT IS DETERMINED TO BE INVALID OR UNENFORCEABLE IN WHOLE OR IN PART, SUCH INVALIDITY OR UNENFORCEABILITY SHALL BE RENDERED ONLY TO SUCH CLAUSE OR PART OF SUCH CLAUSE; AND REMAINING PART OF SUCH CLAUSE AND ALL OTHER CLAUSES OF THIS ORDER SHALL CONTINUE TO BE IN FULL FORCE AND EFFECT.