

GENERAL TERMS AND CONDITIONS

The placing of an order for work to be performed ("Services") constitutes acceptance of these terms and conditions (the "Terms").

Orders and Payment Terms. All prices and amounts due are in United States Dollars exclusive of applicable sales, use, excise, import, customs and/or other taxes. Quotations, proposals and estimates, collectively hereafter; ("Quotes") are valid for 90-days from the date on the Quote. Avista Pharma Solutions, Inc. ("Avista") reserves the right to re-quote after this period. To initiate Services, the requesting party ("Client") shall provide Avista with a purchase order number ("PO") referencing the Quote along with the retainer, if applicable, in the amount stated in the payment schedule of the Quote. Payment on invoices subsequent to the retainer are net thirty (30) days from the date of invoice.

Safety Information. Client shall provide all necessary safety information concerning chemical entities it supplies to Avista to ensure safe handling, storage, usage, shipment and disposal. Avista may refuse substances that Avista cannot handle safely. Those materials requiring containment and/or special engineering controls, a surcharge may be applied. Client shall provide all safety information and related training relative to manufacturing processes included by not limited to personal protection equipment requirements, high pressure systems, respiratory hazards, explosion hazards, or other safety concerns which may result in personnel harm to Avista staff while they are sampling within Client's facility.

Purchase Order for Cleanroom Services. Client shall provide a PO and test request form to confirm scheduled visits. The test request form and PO must be submitted at least 10 days in advance to comply with the stated standard turn around times ("TAT"). Testing services may not be executed without an approved test request form on file.

On-site Testing Schedule. Clients shall be given the option to schedule services up to one year in advance. Services must be confirmed through receipt of a completed test request form and PO. Requests for on-site services outside of the hours of 9:00 am until 4:00 pm on standard working days will be subject to additional service fees. Cancellations with less than two (2) business days' notice are subject to additional fees.

Client Contacts. Clients shall provide personnel resources to Avista staff when onsite to allow for adequate facility access, communication of alert and action levels, and resolution of any unexpected issues at the time of service. In the event that personnel are unavailable in person a phone number must be provided.

Test Method Revisions. Client shall provide Avista notification of changes to their sampling plans or methods within 30 days of the next scheduled visit or sample submission to allow adequate time to adjust internal client specific testing procedures. Failure to provide notification will result in stat revisions to procedures and may be subjected to an hourly expedited procedure fee of \$577 per revision.

Changes to Scope. For on-site testing, Client shall provide notification of changes to scope/requirements in line with standard scheduling TAT. Changes in scope which require adjustments to resources are subject to the stated scheduling stat fees and are subject to availability.

Delivery Schedule. The scheduled dates for performance represent Avista's best estimate, however unforeseen delays may occur. Both parties will use good faith efforts to minimize the timing disruption to the scope of work.

Inclement Weather. In the event of inclement weather, Avista will make every reasonable attempt to fulfill onsite work or courier visits, however may need to postpone scheduled visits. Avista will notify Client of any cancellations as soon as possible. Avista will work with Client to reschedule visits in a timely manner.

Amendment. Modifications to the Quote must be authorized in writing by both parties, except the parties may orally agree to a change in scope not exceeding 10%.

Delivery Method. The testing certificates/reports will be delivered via an electronic file share system.

Proprietary Information and Technology. Client shall be the exclusive owner of, and Avista hereby grants and assigns to Client, any and all concepts, inventions, improvements, designs, programs, formulas and know-how it discovers as a result of performance hereof, (collectively, the "Inventions") other than improvements to Avista Core Technology. If requested by Client, and at the expense of Client, Avista shall do all things necessary to obtain patents or copyrights on any Inventions. Avista is and shall continue to be the sole owner of all of its pre-existing concepts, inventions, improvements, designs, programs, formulas and know-how. "Avista Core Technology" shall mean the technology, software, know-how and Confidential Information owned or licensed by Avista that is used by Avista in performing Services.

Nondisclosure. Client and Avista agree that for a period of five (5) years from the Service Estimate effective date, except to the extent required by law, regulation, judicial requirement, or regulatory agency, a) Avista will not itself use, or provide or disclose to any third party, any information, data, or documents which were specifically developed or generated by Avista for Client; and b) Client shall not provide or disclose to any third party, any information or documents which are identified by Avista as confidential at the time of disclosure to Client including pricing information provided in this Service Estimate.

Audits. Client may review the records of Avista relating to the Services performed and expenses incurred to assure compliance with all provisions of the Quote(s). Such reviews shall be offered to Client one time per year during regular business hours at mutually agreed upon times and must be completed in not more than two business days.

Notification. In the event of an inspection by any governmental or regulatory authority concerning the Services performed in the Service Estimate, Avista shall (i) notify Client promptly upon learning of such an inspection, (ii) supply Client with copies of any correspondence or portions of correspondence relating to Client's materials and, (iii) inform Client of the general findings and outcomes of such inspections.

Retention and Disposal. Reserved samples are retained for a period of 30 days after completion of analyses and then destroyed, unless otherwise directed by the Client. Sample plates with growth are retained for a period of 30 days after completion of analyses and then destroyed, unless otherwise directed by the Client. Raw data will be retained for five (5) years after final report date. Upon prior request by Client and agreement from Avista, Client may arrange longer term storage or return of materials or data at Client's expense.

Termination. Client will be entitled to terminate the project at any time with thirty (30) days prior written notice. Upon termination, Client will be obligated to pay the cost of work, materials and Services used for the project through the effective date of the cancellation and reasonable expenses incurred and fees related to wrapping up the project.

Warranty. Avista warrants that all Services performed by it hereunder conform to the requirements set forth in the Quote. The foregoing warranty is made to Client only and is not transferable. AVISTA MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, EXCEPT THOSE HEREIN EXPRESSLY PROVIDED. AVISTA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE ACTUAL SCIENTIFIC OR PHARMACEUTICAL RESULTS OF THE SERVICES HEREUNDER WILL NECESSARILY MEET CLIENT'S DESIRED SCIENTIFIC OR OTHER RESULTS.

Liability Limitation. Avista's total liability, in the aggregate, to Client and anyone claiming by or through Client, for any and all claims, losses, costs, or damages, including without limitation, attorney's fees and costs and expert witnesses' fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Services from any cause or causes shall not exceed the total compensation received from Client for the specific activity in the Quote. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES (OR THE TERMINATION HEREOF) INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR ANTICIPATED SALES. Materials supplied to Avista by or on behalf of Client, and materials manufactured by Avista and released to Client, shall at all times be owned by Client. Avista shall have no liability on such materials unless due to gross negligence or willful misconduct.

Indemnification. Client shall defend, indemnify and hold harmless Avista, its directors, officers, employees, agents and representatives from any products liability or other third party claims, proceedings or investigations arising out of or in connection with the Services performed hereunder including, without limitation, judgments or amounts paid in settlement of claims, proceedings or investigations, and all expenses, fees or costs in connection therewith ("Loss"), provided that such Loss is not the result of Avista's gross negligence or willful misconduct.

Avista shall defend, indemnify and hold harmless Client, its directors, officers, employees, agents and representatives from any third party claims, proceedings or investigations including, without limitation, all Losses, but only to the extent arising from Avista's gross negligence or willful misconduct in the performance of the Services.

Insurance. Client and Avista each will maintain insurance in types and amounts reasonably adequate to cover any liabilities arising out of its obligations hereunder, and, upon request, each party will provide to the other party a certificate of insurance showing that such insurance is in place, which certificate shall demonstrate the amounts, exclusions, and deductibles of such insurance coverage.

Conflict Resolution. In the event of a dispute regarding payment or the performance of Services pursuant to the Quote (each, a "Dispute"), the parties shall endeavor to negotiate in good faith an agreeable solution. If after ten (10) business days following receipt of a party's written notification of a Dispute such Dispute has not been resolved, the Dispute shall be brought to the attention of the senior management of each party and such senior manager or his/her designee will negotiate in good faith to define and implement a final resolution. The intent is to encourage the parties to work together to resolve any Dispute without having to rely on arbitration or any other legal proceeding. However, nothing in this paragraph shall prevent or inhibit either party to institute any other action to resolve such Dispute(s).

Force Majeure. Avista shall not be liable for any failure to meet its obligations under the Quote due to any cause beyond Avista's reasonable control, including, without limitation, acts of public enemy, acts of any governmental authority, including governmental laws, ordinances, rules and regulations whether or not valid, acts of God, including hurricanes, floods, epidemics and severe weather, quarantine restrictions, strikes or lockouts, labor disputes or shortages, embargoes, war, riot, malicious acts or damage, accidents, interruption of supplies, equipment malfunction or failure of electrical supply or other utilities.

Employee Recruitment. For a period of one (1) year from the date hereof, except to the extent required by law, regulation, judicial requirement, or regulatory agency, Client will not seek to actively recruit Avista personnel.

Entire Agreement. The Quote and Terms expressed herein constitute the entire agreement between Avista and Client and supersede all prior negotiations, representations, or agreements, either written or oral, with respect to the Services to be provided under the Quote. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Client may use in connection with this Quote will have any effect on the rights of Avista, or otherwise modify, this Quote, regardless of any failure of Avista to object to such terms, provisions or conditions. In the event Client's purchase order contains any terms or conditions which are different from those contained in the Quote, the terms of the Quote shall control.

Choice of Law. The Quote shall be interpreted and construed in accordance with the laws of the State of Delaware, without the application of its choice of law provisions to the contrary.

Assignment. Neither Avista nor Client shall assign its rights under the Quote without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, the parties may transfer or assign its rights and obligations under the Quote to a successor to all or substantially all of its business or assets relating to the Quote whether by sale, merger, operation of law or otherwise.