

7 March 2024

Rutgers State University

We are pleased to offer you the following pricing discounts. This pricing cannot be combined with any other discounts and will be effective according to the dates indicated.

Charles River Laboratories, Inc. or Rutgers State University has the right to terminate this pricing agreement at any time by giving 30 days' notice to the other party. Any new entities acquired by either Charles River Laboratories, Inc. or Rutgers State University during the term of this agreement will not be included into the discount structure until approved by both parties.

All products and services are sold subject to and in accordance with the terms and conditions which can be found on our website at <https://www.criver.com/general-terms-conditions-sale> or attached to this agreement. These purchasing conditions apply from 1 January 2024 up to and including deliveries made up to 31 December 2024.

If you have any questions or wish to place an order, please contact CRL Customer Service at 1.800.522.7287/ E-Mail ResearchModels@crl.com or visit our website at <https://criver.com/ResearchModels>

Kind regards,

Beth Lotocki
Business Development Manager

Appendix A: Pricing

These discounts are valid for the following accounts only:

CR Sold-to Account(s): 103725

Currency: USD

Valid From: 1 January 2024

Valid To: 31 December 2024

| Animals | Category: Strains: Gender | Amount |
|-------------------------|--|------------------------|
| Mouse | Standard: C57BL/6 : M/F | 30% Discount |
| Mouse | Standard: All : M/F | 18% Discount |
| Rat | Standard: All : M/F | 18% Discount |
| Mouse | Specialty Models: NCG : M/F Includes all Special Services. | 15% Discount |
| Rat | Immunodeficient: RNU : M/F | 15% Discount |
| Mouse | Immunodeficient: CR ATH HO NU/NU NU/NU CD1 SHO : M/F | 30% Discount |
| Rabbit | Standard: NZW : M/F | 30% Discount |

| Special Services | Services | Amount |
|----------------------------------|--|------------------------|
| Mouse CFW | ZS08 - TIMED PREGNANCY | 18% Discount |
| Rat SAS SD | ZS08 - TIMED PREGNANCY | 18% Discount |
| Rat CD | ZS03 - LMWP PUPS ZS08 - TIMED PREGNANCY | 18% Discount |
| Mouse C57BL/6 | ZS08 - TIMED PREGNANCY | 18% Discount |
| Rat WISTAR | ZS03 - LMWP PUPS ZS08 - TIMED PREGNANCY | 18% Discount |

| Crates | Amount |
|------------------------|------------------------|
|------------------------|------------------------|

Gnoto Safe

10% Discount

Standard

10% Discount

Freight

Ground - long
distance

Ground - long
distance 2

Plants

Wilmington, Kingston, Raleigh, Hollister

St. Constant

Amount

10% Discount

40% Discount

General Terms and Conditions of Sale

Charles River Laboratories, Inc. and its affiliates (“Charles River”) will provide the goods (“Products”), animals (“Models”) and services (“Services”) described in the Charles River acknowledgment, quotation, invoice, protocol, statement of work (collectively hereinafter, “SOW”) and Charles River’s customer (“Customer”) will purchase the Products, Models and/or Services pursuant to the specifications contained in the SOW and in accordance with these Terms and Conditions. These Terms and Conditions will also apply to all future purchases of Products, Models and/or Services by Customer.

1. Binding Character

Customer’s purchases of Products, Models and/or Services are (a) exclusively governed by these Terms and Conditions, including any mutually agreed special terms and conditions set forth separately and (b) constitutes Customer’s express acceptance of these Terms and Conditions. This provision also applies if Charles River delivers Products or Models or provides Services despite being aware of conflicting or additional standard terms and conditions of Customer.

No other document attempting to negate or otherwise modify the terms hereof, including any purchase order or request for proposal or any deviating or supplementing standard terms and conditions of Customer, will be binding upon Charles River unless expressly agreed to Charles River in writing.

2. Provision of the Products and Conduct of the Services

Customer and Charles River will adhere to all applicable laws, rules and regulations (“Applicable Law”).

If an amendment to the SOW requires additional or different work by Charles River, Charles River may agree to conduct such work and will be paid an amount mutually agreed to by the parties. Deviations from the SOW may be made in an emergency without Customer’s approval, provided that Charles River use commercially reasonable efforts to obtain Customer’s verbal approval, which will be subsequently confirmed in writing. The parties acknowledge that during the course of performing the Services in accordance with the SOW, additional costs may be incurred by Charles River as a result of procedural changes, which do not amount to, or require a change in, the SOW, but which are deemed necessary by Charles River to successfully perform the Services, and which could not be foreseen at the time of the preparation of the SOW. If such procedural change occurs, Charles River will advise Customer prior to implementation and solicit Customer’s agreement as to the necessity and additional cost thereof. If Charles River is unable to contact Customer in advance, Customer agrees that in order to maintain the integrity of the Services, Charles River may proceed accordingly, and recover such additional costs from Customer upon presentation of an explanation of such procedural changes and the necessity thereof.

Charles River’s offers are without obligation. Unless expressly confirmed by Charles River

in writing, any indicated delivery dates or indicated lead times do not constitute fixed date transactions. Any deliveries are “ex works” (Incoterms 2010) at Charles River’s premises unless expressly agreed otherwise with Customer in writing. Place of performance and delivery is at Charles River’s premises. Title to the Products and/or Models will pass to Customer once the Products and/or Models leave Charles River’s facility or are delivered to a common carrier, as applicable.

General Terms and Conditions of Sale

3. Restrictions on Use and Breeding

Customer will use Models and Products in accordance with all Applicable Laws. Customer agrees and will ensure that all Models purchased from Charles River will not be: (i) used for any purpose other than the internal research of Customer, (ii) bred (for sale or otherwise), unless Charles River provides Customer with prior written consent, (iii) provided to any agent or other third party for any reason, including, but not limited to, breeding or other services, unless Charles River provides Customer with prior written authorization, or (iv) modified in any way without the prior written authorization of Charles River, except for modifications for internal research purposes only. Models from Charles River include: (i) the purchased animals themselves, (ii) all descendants of those purchased animals derived by inbreeding or crossbreeding, including modified and unmodified derivatives of those animals or their descendants, or by any other reproductive technologies, and (iii) animals purchased from Charles River that have been modified in any way (genetically or otherwise) and their descendants. Customer will not, without the prior written consent of Charles River, return Products, Models or shipping containers to Charles River.

The purchase of any Products or their components, Models or Services conveys to Customer the non-transferable, non-sublicensable, non-exclusive right to internally use the Model, Product, and the components of the Product, only in research conducted by Customer and specifically in accordance with the SOW. Customer cannot sell, transfer, or make available to a third party the Products or their components, Models including if modified, or the Services for Commercial Purposes without prior written consent. "Commercial Purposes" means any activity for cash or other consideration not expressly permitted by Charles River including, but not limited to sale, resale, and/or distribution of the Products and/or Models (including if modified), or their components or materials made using the Product or their components, except by licensed distributors of Charles River, whether or not resold for use in research. The foregoing limitations are required by Charles River given the nature and sensitivity of the Products, Models and Services provided by Charles River. To the extent that Charles River owns or controls (with the right to sublicense) patent rights or other intellectual property rights applicable to the Models or Products, those rights are licensed to Customer on a limited, revocable, non-exclusive, non-transferable, and non-sublicensable basis only for the internal uses expressly permitted above. If Customer fails to comply with the foregoing limitations, in addition to any other remedies available to Charles River, the rights granted under this section will automatically terminate.

These Terms and Conditions are expressly made subject to any laws, regulations, orders, or other restrictions on the export or import of the Products, Models or Services or information about such Products, Models or Services which may be imposed from time to time by any applicable government or government entity, including, but not limited to, the United States of America. Customer will not export the Products, Models or information about the Products,

Models or Services without the prior written consent of Charles River and compliance with such laws, regulations, orders, or other restrictions. Customer represents and warrants that (a) it is not located in a country that is subject to a U.S. Government or other internationally regulated embargo, or that has been designated by the U.S. Government or other international regulatory agency as a "terrorist supporting" country; and (b) Customer is not listed on any U.S. Government or other applicable international list of prohibited or restricted parties.

4. Compensation

Unless otherwise agreed to by the parties, prices will be as per the price list (if applicable, price of Models is based on highest weight range) on the day of delivery, and do not include taxes, packaging, insurance, or shipment expenses. Charles River may modify the price list from time to time. Customer will pay Charles River as set forth in the SOW for Services, Products and/or Models. All invoices are due and payable thirty (30) days from the date of the invoice without any deductions and Customer agrees to pay all invoices submitted. Customer will not withhold payment, assert a right of retention or set off any counterclaims unless Customer's counterclaims have been finally adjudicated by a competent court or have been acknowledged by Charles River in writing. All amounts not paid by Customer when due will accrue interest from the applicable due date until paid, at the highest rate permitted under Applicable Law. Charles River may also elect to cease or suspend the supply of Models or Products and any work on the Services, or withhold required reports or other deliverables if Customer does not make payments when due and payable.

All termination, delay, or cancellation fees are set forth in the applicable Research Models and Services catalog or the SOW.

If in the judgment of Charles River, the Customer's financial condition is precarious or there has been a materially adverse change in Customer's financial condition, Charles River will have the right to demand payment or other assurances which it deems adequate before providing any Products, Models or Services.

General Terms and Conditions of Sale

5. Test Articles

Customer will provide Charles River with sufficient amounts of compounds, materials, animals, substances, devices, and protocols meeting relevant specifications, including health and genetic data ("Test Articles") with which to perform the Services. Customer will provide Charles River with complete and accurate data to apprise Charles River of the identity, strength, purity, stability, composition or other characteristics, proper storage, and safe handling requirements of the Test Articles, including a Material Safety Data Sheet (MSDS) or equivalent documentation. Customer will certify to Charles River that the methods of synthesis, fabrication, or derivation of the Test Articles have been documented. All costs associated with shipping the Test Articles to Charles River will be the responsibility of Customer, and Charles River will not be responsible for any loss, damage, or destruction of the Test Articles while in transit. All Test Articles and materials used in connection with the Services will remain the property of Customer.

6. Reports

Charles River will keep complete and accurate records of the status and progress of the Services if agreed in the SOW or as required by Applicable Law. Charles River will furnish a report or data containing information as specified in the SOW. All reports will be prepared in the standard format of Charles River.

Neither Charles River nor Customer will publish any report or data prepared for Customer by Charles River without the prior written consent of the other party, which will not be unreasonably withheld.

If Charles River provides electronic access to the data, records, reports and other documentation and Customer elects to use such electronic access, the use of such electronic access will be governed by Charles River's standard access terms and conditions which are available on request.

7. Inspection

Upon reasonable advance written notice, at mutually agreeable and during regular business hours, Charles River will permit Customer to visit the Charles River facilities where the Services are performed to monitor Charles River's performance of the Services in compliance with Charles River's biosecurity measures, Charles River's business requirements and ensuring an uninterrupted course of business at Charles River's premises.

Charles River will notify Customer as soon as practical of any regulatory inspection of Charles River's facilities that directly impacts the Services provided to Customer.

8. Ownership

Any inventions, techniques, intellectual property, technology, commercial and/or industrial secrets, regardless of whether patented or registered, for providing the Models or Products or performing the Services are, and will remain, Charles River's exclusive property including, but not limited to, present and future documentation, scientific and technical data, test procedures, and other information that is owned or licensed by Charles River and is not developed hereunder.

Charles River will have the right to use concurrent control data as part of its general historical database. Any data, discoveries, or inventions developed or generated, which directly relate to any information or materials provided by Customer will be the property of Customer. Charles River agrees to assist Customer in securing any patents, copyrights, or other proprietary rights in such data, discoveries or inventions, and to perform all reasonable acts that may be reasonably required to vest in Customer all right, title, and interest in such data, discoveries, or inventions, and Charles River will be compensated at its standard rates for such assistance. All costs and expenses associated with establishing Customer's rights therein will be Customer's responsibility.

9. Archiving

Provided that Customer is not in financial default under this Terms and Conditions or under any SOW, all reports and supporting documentation resulting from the Services are Customer's property ("Materials"). Charles River will retain the Materials for the period set forth in the SOW. At the end of such period, Charles River will contact Customer to determine whether to, all options at Customer's expense: (a) extend storage of the Materials, (b) return the Materials to Customer, or (c) dispose of the Materials. If Customer requests Charles River to continue to store the Materials and Charles River agrees,

Charles River will invoice Customer at Charles River's then current rates. If Customer fails to give such instructions, Charles River will notify Customer, and if instructions are not forthcoming within thirty (30) days of said notification, Charles River will have the option of continuing to store the Materials or

returning the Materials to Customer at Customer's expense. Customer will be liable for storage charges until the Materials are returned to Customer. While the Materials are in transit to Customer, all risk of loss or exposure to the Materials will be borne by Customer.

If the Materials require special storage conditions, additional charges will be assessed and invoiced to Customer. Invoices will be issued annually in advance and are due and payable upon receipt.

General Terms and Conditions of Sale

10. Warranties

Customer warrants that it owns all rights, title, and interest in the Test Articles and the intellectual property related thereto, and that Charles River's use of the Test Articles does not infringe any third party rights.

Subject to section 3, Charles River warrants that the Products, Models and Services will conform to the specifications contained or agreed in the applicable SOW and any Applicable Law at the time of delivery or performance. Charles River does not warrant or represent that the results of the Services will be acceptable to any regulatory or governmental agency nor that the results of the Services will enable Customer to further develop, market, or otherwise exploit the Test Articles or any other product or service.

THE WARRANTY BY CHARLES RIVER SET FORTH HEREIN IS IN LIEU OF ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OF THE PRODUCTS, MODELS AND SERVICES FOR CUSTOMER'S PURPOSES, IMPACT OF THE PRODUCTS, MODELS AND SERVICES ON CUSTOMER'S OPERATIONS, OR NON-INFRINGEMENT OF A PATENT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT.

Any claim for breach of warranty must be made in writing to Charles River within ten (10) business days after the Products or Models are delivered or the completion of Services, or per Applicable Law, after which time the Products, Models or Services will be deemed finally accepted. Subject to the limitations set forth in Section 11, if Charles River commits a breach of the warranty as set forth in this Section, Charles River's sole liability, and Customer's sole remedy, will be for Charles River to replace the Products or Models, or issue a credit therefore, or conform the work or portion of the Services affected by the breach to the relevant specification. Charles River will be entitled, at its sole election, to correct or replace the defective Product, Model or Service or to issue a credit. The delivery of a defective Product, Model or Service will not constitute a violation of a material contractual obligation by Charles River.

11. Limitation of Liability

Charles River will not be liable for penalties or liquidated damages or for special, indirect, consequential, punitive, exemplary, or incidental damages of any type or kind (including, without limitation, lost profits) regardless of whether any such losses or damages are characterized as arising from breach of contract, breach of warranty, tort, negligence, strict liability, or otherwise, even if Charles River is advised of the possibility of such losses or damages, or if such losses or damages are foreseeable.

Charles River's liability, regardless of the form of action, will be limited to actual and foreseeable damages and will not exceed the total price paid for the Products, Models

or Services pursuant to which such liability arises. Charles River will not be liable for any damages arising from, or in connection with, any decision by Customer or any third party to further research, develop or market the Test Articles or any derivative or product or service related thereto, or the use made of the Products, Models, Services, or Test Articles or service related thereto.

In the case of a delay in delivery for which Charles River is responsible, Charles River's maximum liability is limited to an amount of 5% of the value of the delivery affected by the delay. The limitations period for any claims against Customer is twelve (12) months unless mandatory statutory provisions require a longer period of limitation.

12. Indemnities

Customer will defend, indemnify, save, and hold harmless Charles River, its parent, subsidiaries and affiliates and their respective directors, officers, employees, and agents from and against any claims, demands, suits, actions, causes of action, losses, damages, fines, and liabilities, including reasonable professional fees arising out of or in connection with (a) the research, development, manufacture, distribution, use, sales or other disposition by Customer, or any distributor, collaborator, representative or agent of Customer, of the Test Articles and/or any other substances upon which the Services were performed or any use made of the Products and/or Models, (b) any infringement of any third party's intellectual property rights or unauthorized use or misappropriation of its know-how or trade secrets, (c) Customer's gross negligence, willful misconduct, or breach of this agreement, or (d) personal injury related to contact with the Products or Models during visits to Charles River's facilities or after delivery of the Products or Models to Customer.

13. Insurance

Each party will have insurance sufficient to cover its interest or potential liabilities hereunder including, but not limited to, worker's compensation, if applicable, and comprehensive general liability.

General Terms and Conditions of Sale

14. Confidentiality

In the course of providing the Products or Models or performing the Services, Charles River and Customer may exchange proprietary and confidential information. The parties will identify, in writing, such information as confidential and/or proprietary.

If a party intends to disclose confidential information to the other party orally, the disclosing party will (i) alert the other party of the confidential nature of the disclosure prior to the disclosure and (ii) provide written notice to the other party of the confidential nature and contents of such disclosure within ten (10) days of the original disclosure. Each party will use its commercially reasonable efforts to maintain such information in confidence and will employ reasonable and appropriate procedures to prevent its unauthorized disclosure unless required by Applicable Law to disclose such information provided that, to the extent permitted by Applicable Law, the receiving party provides prompt written notice of such disclosure to the disclosing party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure or seek confidential handling of such information, all at the cost and expense of disclosing party. Neither party will use the other party's proprietary and/or confidential information other than in performance of this Agreement. These obligations of confidentiality will survive termination or expiration of the Terms and Conditions for a period of five (5) years.

These confidentiality provisions will not apply to any information, which (i) is known to the receiving party at the time it was obtained from the disclosing party, (ii) is acquired by receiving party from a third party, and such third party did not obtain such information under an obligation not to disclose, (iii) is or becomes published or otherwise in the public domain other than by violation of these Terms and Conditions by the receiving party, (iv) is independently developed by the receiving party without reference to or reliance upon the information provided by the disclosing party, or (v) is required to be disclosed by the receiving party to comply with Applicable Laws or governmental regulations, provided that the receiving party provides prompt written notice of such disclosure to the disclosing party and cooperates with the disclosing party's reasonable and lawful actions to avoid and/or minimize the extent of such disclosure, at the disclosing party's expense.

During any remote monitoring, audit or inspection of Charles River, Customer agrees not to (a) take photographs or use any other method of recording information regarding the site; (b) access or attempt to access or view any of the work product or network systems that are being used by Charles River without the express permission and in the presence of the Charles River representative that is hosting the remote audit; or (c) remove any document, equipment or other materials from the remote study monitoring or audit without Charles River's prior written permission.

15. Termination

Unless otherwise specified in the SOW, Customer may terminate the SOW at any time

without cause upon thirty (30) days prior written notice to Charles River. In the event of such termination, Charles River will be paid for all Products and/or Models provided or Services rendered through the effective date of termination, together with any additional expenses incurred to shut down the Services, any irrevocably committed costs and any cancellation or termination fee set forth in the current Research Models and Services catalog or the SOW.

Either party may terminate these Terms and Conditions or SOW, as applicable, at any time upon thirty (30) days prior written notice to the other party, for material breach of the Terms and Conditions by the other party if such breach is not remedied to the non-breaching party's reasonable satisfaction within the thirty (30) day notice period.

Upon termination, neither party will have any further obligations, except that (i) the liabilities accrued through the date of termination and (ii) the obligations which by their terms survive termination, including the applicable confidentiality, record keeping, regulatory compliance, intellectual property and indemnification provisions of these Terms and Conditions, will survive termination.

16. Force Majeure

Except with respect to the payment of any amount due hereunder, neither party will be in default of any obligation to the extent that the performance of such obligation is prevented or delayed by fire, flood, earthquake, hurricane, explosion, disease, contamination, pandemic/epidemic, strike, acts of terrorism, war, insurrection, embargo, government requirement, civil or military authority, animal activism, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party.

General Terms and Conditions of Sale

17. Governing Law and Dispute Resolution

These Terms and Conditions and any dispute arising from or in connection with the sale of the Products, Models and/or Services are governed by, and will be construed in accordance with, the laws of Delaware, excluding the United Nations Convention on the International Sale of Goods and without regard to any choice of law principle that would dictate the application of the law of another jurisdiction.

The parties will attempt to resolve through negotiations any controversy, claim, or dispute. If the negotiations are not successful, upon written demand of either party, the claim, controversy or dispute will be submitted to arbitration. Such arbitration will take place in Boston, Massachusetts, will be conducted in English, and will proceed in accordance with the rules of the American Arbitration Association in force from time to time. A record and transcript of the proceedings will be maintained. Any award will be made in writing. The determination of a majority of the panel of arbitrators will be the decision of the arbitrators, which will be binding regardless of whether one of the parties fails or refuses to participate in the arbitration. The arbitrators will decide on the recovery of the costs of the arbitration, except expert and attorneys' fees.

18. Miscellaneous

All notices from one party to the other will be in writing. Notices will be sent by internet transmission, overnight courier, or certified mail, return receipt requested. All notices will be effective upon receipt.

The business relationship of Charles River to Customer is that of an independent contractor and not of a partnership, joint venture, employer, agent, or any other kind of relationship.

These Terms and Conditions, and the rights and obligations hereunder, may not be assigned or transferred by either party without the prior written consent of the other party.

These Terms and Conditions, together with the SOW, set forth the entire agreement and understanding between the parties, superseding any and all previous statements, negotiations, documents, agreements and understandings, whether oral or written, as to the subject matter hereof.

In the event that any one or more of the provisions contained in these Terms and Conditions is held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other term or condition, and all other terms and conditions will remain in full force and effect.

Any modification or waiver of these Terms and Conditions will require written form and Charles River approval. This written form requirement also applies to a waiver or modification of the written form requirement itself.

19. Intellectual Property

Charles River® and Charles River Laboratories® are registered trademarks of Charles River. VAF/Plus®, VAF/Elite®, BlastoKit®, CD®, CD-1®, CFW®, EAD®, Gnoto-safe®, PRIA®, SHO®, THE POUND MOUSE®, Multiplexed Fluorometric ImmunoAssay® (MFIA®), I•CRYO®, EZ-Spot®, Laboratory Testing Management® and MAX-BAX® are registered trademarks of, or are under license by, Charles River. CDF™, CF-1™, Sew Easy™, ICM™ and LTM™ are trademarks of, or are under license by, Charles River. The SourceSM is a service mark of Charles River. Nothing in these terms and conditions should be construed as granting, by implication, estoppel, waiver or otherwise, any license or right of use to any Charles River trademark. Client will not use these, or any other Charles River trademark, for any purpose, including in any publicity, promotion, news release or other public disclosure without the prior written permission of Charles River, except, in each case, as may be required by law.

20. Privacy

The Charles River privacy policy can be found at <https://www.criver.com/about-us/privacy-policy>.