

BRISTOL MYERS SQUIBB TERMS AND CONDITIONS

1. Introduction.

- a. Bristol-Myers Squibb Company and its applicable affiliates (collectively, “BMS”) hereby retain you and your applicable affiliates (collectively, “Supplier”) to supply the materials, supplies, software, equipment or other items (“Goods”) or perform the services (inclusive of any deliverables, the “Services”) as described in this Purchase Order (as defined below). For purposes of this Purchase Order, the following definitions shall apply:
- (1) “Order Details” means solely any of the following details that may be on the face of the Purchase Order: the description and details of the Goods or Services, including quantity of the Goods or Services, price of the Goods or Services, delivery date(s), delivery terms and payment terms.
 - (2) “Purchase Order” means the applicable written or electronic purchase order issued by BMS to Supplier, including the Order Details and these Terms and Conditions.
 - (3) “Terms and Conditions” means these terms and conditions.
- b. In the event of a conflict or inconsistency between any of the provisions of this Purchase Order and any of the provisions of any written agreement between BMS and Supplier (“Agreement”) covering the subject matter of this Purchase Order, the provisions of the Agreement shall govern and supersede any such conflicting or inconsistent provisions of this Purchase Order. In the absence of an Agreement, this Purchase Order constitutes the entire agreement of the parties and supersedes all previous representations, agreements and understandings between BMS and Supplier relating to its subject matter, including any terms and conditions or document of similar effect used by the Supplier. In the event of a conflict between the Order Details and the Terms and Conditions, the Order Details will prevail. This Purchase Order may not be altered, modified, or waived in whole or in part, except in writing signed by both parties.
- c. **Interpretation.** Except as otherwise explicitly specified to the contrary in this Purchase Order: (1) wherever the words “include”, “includes” or “including” are used, they shall be deemed to be followed by the words “but not limited to”; (2) the word “or” will be construed as the inclusive meaning identified with the phrase “and/or”; and (3) references to any specific law, rule or regulation, or article, section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement law, rule, or implementing regulation thereof.

2. **Acceptance of Purchase Order by Supplier.** Any Purchase Order issued by BMS shall become a binding contract between BMS and the Supplier when (a) Supplier acknowledges acceptance; (b) Supplier ships the Goods; (c) Supplier commences the Services; or (d) Supplier accepts any payment made pursuant to the relevant Purchase Order, whichever occurs first. Notwithstanding BMS’ acceptance or payment for any Goods or Services or any similar act of BMS, any different or additional terms or conditions in any Supplier proposal, quotation, acknowledgment, commencement or invoice shall be deemed null and void unless explicitly accepted in writing by BMS.

3. Compensation.

- a. **Price.** The price for the Goods or Services shall be specified in this Purchase Order. If no price is specified, the Goods or Services shall be provided at: (1) a price mutually agreed upon by the parties in writing; or (2) the lowest of (a) the price last quoted by Supplier, (b) the price listed on a previous Purchase Order for similar Goods or Services, or (c) the prevailing market price. The price for the Goods or Services shall include all activities required to deliver the Goods or perform the Services as contemplated in this Purchase Order.
- b. **Taxes.** BMS shall not be responsible for any sales, use, excise, consumption, VAT, or similar taxes levied under Applicable Law (defined below) that arise from the Goods or Services, except to the extent specifically identified in this Purchase Order. BMS will not be responsible for any taxes based on Supplier’s income or gross receipts.
- c. **Invoices & Payment Terms.** Supplier shall submit its invoices in accordance with the invoicing requirements set forth at <https://supplierlink.bms.com>. All payments by or on behalf of Buyer will be processed and paid in accordance with the terms set forth at <https://supplierlink.bms.com>, including payment terms and payment schedules.

4. Changes, Delays and Termination.

- a. **Changes.** Supplier acknowledges and agrees that BMS may provide Supplier with a written request for changes to the Goods or Services. BMS and Supplier shall review all such requests for changes to determine the effect, if any, such requested changes may have upon fees, delivery schedule, and other terms and conditions of this Purchase Order. After such effects have been assessed, BMS may decide, in its sole discretion, whether to implement such changes.
- b. **Delays.** Time is of the essence for this Purchase Order, and the delivery of the Goods or performance of the Services shall strictly comply with any shipping, timelines, or other relevant instructions set forth in this Purchase Order, including any delivery date or delivery schedule as agreed upon between the parties. If at any time it appears that Supplier will not meet such delivery date or delivery/deliverables schedule, Supplier shall promptly notify BMS in writing of the reasons for and the estimated duration of the delay. At BMS’ sole discretion, BMS may: (1) agree in writing to a new delivery date or delivery/deliverables schedule, provided that any added cost to a change in the delivery of Goods or performance of Services due to Supplier’s delay shall be borne by Supplier; or (2) terminate all or any part of this Purchase Order, without liability to BMS, for the undelivered Goods or unperformed Services.
- c. **Term.** This Purchase Order is effective as of the issuance date of this Purchase Order and continues in full force and effect until the earlier of (1) acceptable delivery of all Goods or acceptable completion of all Services; or (2) termination in accordance with this Purchase Order.
- d. **Termination.** Upon written notice to Supplier (including by email), BMS shall have the right at its sole discretion to terminate with or without cause, in whole or part, this Purchase Order. In the event of such termination, BMS will pay only for Goods or Services actually and properly delivered by Supplier and accepted by BMS. Any advance payments made by BMS shall be promptly refunded accordingly.

5. Shipment.

- a. **Specifications.** Supplier shall be responsible for packaging, loading and shipping the Goods in full compliance with Applicable Law (defined below), including any packaging, labeling, shipping and documentation requirements concerning hazardous materials, substances and waste, HIPAA and any other related requirements set forth in this Purchase Order or otherwise communicated in writing to Supplier by BMS. If no such other requirements are so specified, Supplier shall be responsible for packaging, loading and shipping the Goods in a manner sufficient to prevent damage and loss to the Goods during shipment and to minimize the number of shipments.
- b. **Markings.** Supplier shall be responsible for including the following on all shipments: (1) this Purchase Order number; (2) Supplier’s or manufacturer’s name(s); (3) net weight; and (4) parcel number of total parcels shipped. In addition, for shipments of drugs, chemicals, biologics and product packaging materials, and unless otherwise expressly stated to the contrary in writing by BMS, Supplier shall also be responsible for including the following on all shipments: (1) BMS’ product title; (2) Supplier’s control number; (3) Supplier’s location; and (4) BMS’ item code, lot or batch number.
- c. **Packing Slips.** Supplier shall include a packing slip that identifies the relevant Purchase Order number and itemizes the contents (including the number of containers in each batch for shipments of drugs and chemicals) on the outside of each shipment in a protective envelope.
- d. **Charges.** No extra charge of any kind, including charges for boxing, packaging or crating, shall be allowed for Goods unless specifically included in the Order Details.
- e. **Risk of Loss.** Notwithstanding any provision in this Purchase Order to the contrary, Supplier shall bear all risks of loss and damage to the Goods until final acceptance by BMS at BMS’ “ship to” destination specified on the applicable Purchase Order. Further, Supplier shall bear the same risks with respect to any Goods rejected by BMS or as to which BMS has revoked its acceptance from the time of such rejection or revocation.
- f. **Bills of Lading.** In addition to the other requirements set forth in this section, all shipments shall have an appropriately completed Bill of Lading identifying Buyer’s order number, net weight, gross weight, or tare weight where applicable, as well as the number of containers. If drugs or chemicals, the Bill of Lading must also show the number of containers in each batch. If transportation is F.O.B. origin, E.X.W., F.C.A. or another Incoterm identified by BMS to Supplier in advance that places the shipment obligation on Supplier, and transportation charges are for BMS’s

account, the Supplier shall ship at released value rates that will produce the lowest transportation cost via BMS's designated carrier. When BMS's carrier is not used and that results in higher transportation charges for BMS, the excess charges will be deducted from Supplier's invoice prior to payment.

6. Inspection and Acceptance by BMS.

- a. **Inspection and Acceptance by BMS.** All Goods delivered and Services performed pursuant to this Purchase Order shall be subject to BMS' final inspection and approval, notwithstanding any initial inspections or any payment made by BMS, and shall: (1) conform to all Supplier drawings, specifications, samples and other written descriptions furnished to BMS; (2) be new, unused and under all applicable manufacturers' warranties (and such warranties shall pass to BMS) unless otherwise specified in this Purchase Order; (3) be fit for the purpose(s) represented by Supplier; and (4) be merchantable, of the highest quality and workmanship and free from defects. If the Goods or Services are deemed unacceptable, in BMS' sole discretion, BMS may, direct Supplier to promptly: (1) repair, replace or re-perform the deficient or non-conforming Goods or Services, all at Supplier's cost; or (2) refund to BMS all fees paid by BMS hereunder for the deficient or non-conforming Goods or Services and those Goods or Services that are dependent on such deficient or non-conforming Goods or Services. Any return of such deficient or non-conforming Goods shall be done only upon Supplier's written request, and at Supplier's effort and expense. Notwithstanding the forgoing, BMS may choose, in its sole discretion, to accept defective or nonconforming Goods or Services, and in doing so, the price set forth in the relevant Purchase Order shall be reduced by the difference between (1) the value as set forth in the relevant Purchase Order and (2) the value of the Goods or Services as accepted, as reasonably determined by BMS.
- b. Any such repaired, replaced, or re-performed Goods or Services shall be subject to the same inspection and acceptance terms provided for in this Section. If BMS directs Supplier to repair, replace or re-perform the deficient or non-conforming Goods or Services and Supplier fails to complete the same within thirty (30) days following BMS' request, Supplier shall refund to BMS all fees paid by BMS hereunder for the deficient or non-conforming Goods or Services and any such Goods or Services that are dependent on such deficient or non-conforming Goods or Services. For the avoidance of doubt, there shall be no time restrictions applicable to BMS' provision of notice of rejection of any Goods with respect to any latent defects, which shall include any defects that may not reasonably be detected by BMS through standard inspection and testing of a sample of Goods or that may affect only a portion of Goods or Services. Inspection and acceptance of any Goods or Services by BMS shall not affect Supplier's warranties or BMS' other remedies under this Purchase Order. The foregoing shall not be construed to limit or exclude any other rights or remedies of BMS at law or in equity. In case of repair, replacement or reperformance, payment may be deferred by BMS without loss of discount or additional liability to BMS.

7. Confidentiality.

- a. **Confidential Information.** For purposes of this Purchase Order, "Confidential Information" means information owned or controlled by a party, its agents, or its affiliates that is disclosed to or otherwise accessed by the receiving party in connection hereunder. Confidential Information does not include information to the extent that (1) it is in the public domain through no fault of receiving party; (2) the receiving party lawfully receives it from any third party without any restriction (3) it is developed by the receiving party without use of the Confidential Information; or (4) it was already known by the receiving party at the time of disclosure with contemporaneous written evidence.
- b. **Permitted Use and Disclosure.** During the performance of this Purchase Order and for a period of ten (10) years thereafter, the receiving party will not disclose any Confidential Information of the disclosing party to any third party without the disclosing party's prior written consent and will use Confidential Information solely for the performance of its duties and responsibilities under this Purchase Order. The receiving party shall be liable for unauthorized use or disclosure of Confidential Information.

8. Intellectual Property.

- a. **Intellectual Property Definition.** For purposes of this Purchase Order, "Intellectual Property" means any inventions, expressions of ideas, discoveries, devices, data, results, mechanisms, substances, software, works, trade secrets, reports, works of authorship, know-how, formulae, and methods, including improvements, whether or not protectable by patent, copyright, trademarks or other intellectual property and all rights, title, and interests in same, including patents and patent applications.
- b. **Background IP.** Each party retains sole and exclusive ownership of any Intellectual Property already existing as of the issuance date of this Purchase Order or that otherwise is otherwise made independently of this Purchase Order or the subject matter thereof ("Background IP").
- c. **BMS IP.** BMS hereby owns, and Supplier hereby assigns, all Intellectual Property made, authored, conceived or reduced to practice in connection with this Purchase Order or the subject matter thereunder (whether solely or jointly by one or more parties and third parties) ("BMS IP"). All such Intellectual Property comprising copyrightable works shall be considered "works made for hire" and shall be owned solely by BMS. Supplier shall perform all acts reasonably necessary or advisable to confirm and vest in BMS all rights, title, and interests throughout the world in and to the BMS IP, including obtaining appropriate assignments from authors and inventors, when necessary.
- d. **Use of BMS IP.** Supplier may use the BMS IP or BMS' Background IP solely to perform the Services. Except as otherwise expressly provided herein, nothing in this Purchase Order is intended to grant or create any right or license to Supplier with respect to BMS IP or BMS' Background IP.
- e. **BMS License.** Supplier hereby grants to BMS a perpetual, worldwide, fully paid up, royalty-free, sublicensable, non-exclusive right and license to use, modify and make derivatives of Supplier's Background IP in connection with this Purchase Order and the subject matter thereof (1) for its internal business purposes, (2) as reasonably necessary to enable BMS' full use and enjoyment of the Goods or Services and any deliverables, and (3) as otherwise intended by the parties under this Purchase Order.
- f. **Third Party Materials.** Supplier (1) represents and warrants that it has the right to use and sublicense in connection with this Purchase Order any third party materials and processes used to provide the Goods or perform the Services or incorporated into any deliverables provided to BMS under this Purchase Order; and (2) hereby sublicenses to BMS the right to use any such third party materials and processes as necessary to receive and fully use the Goods or Services provided to BMS under this Purchase Order.

9. Representations and Warranties.

- a. Supplier represents, warrants, and covenants that:
 - (1) it is not a Sensitive Third Party. "Sensitive Third Party" means a (i) healthcare provider, access influencer, government or government officials, or any of the following: payor, distributor, wholesaler, insurance plan, pharmacy, or other similar entity; (ii) an affiliate of (i); or (iii) a Covered Recipient (as defined under 42 U.S.C. §1320a-7h, such as a physician or teaching hospital or any other similar person or entity as described in Applicable Law);
 - (2) no Goods shall be delivered or Services performed by a Sensitive Third Party, or immediate family member of a Sensitive Third Party, except to the extent such person is Supplier's employee or contingent worker, and their compensation is not directly or indirectly tied to or derived from the compensation paid under this Purchase Order;
 - (3) no payments or other transfers of value made under this Purchase Order will be received, directly or indirectly, by a Covered Recipient, except to the extent such person is Supplier's employee or contingent worker, and their compensation is not directly or indirectly tied to or derived from the compensation paid under this Purchase Order;
 - (4) it will promptly notify BMS of any noncompliance of any representation, warranty, or covenant relating to a Sensitive Third Party, and reasonably cooperate with BMS in its compliance with relevant Applicable Laws related to the collection and reporting of any payments or transfers of value to Covered Recipients, including the provision of all information BMS reasonably believes necessary to comply with such Applicable Laws, in a format reasonably requested by BMS. Notwithstanding anything to the contrary herein, BMS may disclose any information that it reasonably believes is necessary to comply with such Applicable Laws;
 - (5) it shall (i) not communicate to any third party information about BMS or any BMS product except to the extent such communication is consistent with the FDA-approved prescribing information, is balanced and complete (within the approved package insert), and presents all relevant information; (ii) not suggest that a BMS product is safer or more efficacious than the data in the BMS product package insert demonstrates nor make comparative claims to other products that are not supported by the BMS product package insert; and (iii) obtain BMS' prior written approval of the content of any such communication;
 - (6) to the extent Services are subject to the Health Insurance Portability and Accountability Act ("HIPAA"), Supplier shall comply with HIPAA

and any implementing regulations;

- (7) it has facilities, personnel, experience, expertise, certifications, rights, licenses, and membership in professional organization(s) necessary and sufficient in quality and quantity to deliver the Goods or render the Services;
 - (8) its performance of this Purchase Order does not conflict with the rights, obligations or duties, express or implied, that Supplier may have to third parties;
 - (9) upon notice from BMS, Supplier shall promptly replace any person performing Services, if BMS reasonably finds such person's performance, commitment, capabilities, qualifications, skills, or behavior to be unacceptable; any costs associated with such replacement shall be borne by Supplier;
 - (10) will not subcontract any of the Services hereunder without BMS' prior written consent. Any subcontractor shall be bound in writing by obligations at least as strict as those in this Purchase Order for all relevant purposes; and Supplier will be liable for acts and omissions of its subcontractors;
 - (11) it shall report to BMS all Adverse Events, Other Reportable Events and Product Quality Complaints (as defined at <http://www.globalbmsmedinfo.com>) associated with a BMS product promptly, but not to exceed the lesser of one (1) business day or three (3) calendar days of becoming aware of the event. Supplier shall use the form requested by BMS, including providing all information required by such form. Supplier shall report the information to the BMS contact for the receipt of safety information for the country where the reporter is located. BMS contact information can be found at <http://www.globalbmsmedinfo.com>. If BMS contact information is not provided for the reporter's country, Supplier shall use the relevant contact information for the United States. Supplier shall comply with BMS' reasonable follow-up requests;
 - (12) neither Supplier nor any person performing Services is debarred in any capacity under the U.S. Generic Drug Enforcement Act of 1992, 21 U.S.C. §§335(a) or similar Applicable Law; Supplier shall notify BMS promptly in the event any such debarment;
 - (13) neither Supplier nor any persons performing Services (i) is currently under any loss or restriction of any applicable professional license, nor of any related certifications, rights, or privileges; (ii) is currently excluded, debarred, suspended, or otherwise ineligible to participate in governmental health care programs or in governmental procurement or non-procurement programs; (iii) has been convicted of or is currently under investigation for a criminal offense that relates to acts involving any of the foregoing programs, but has not yet been excluded, debarred, suspended, or otherwise declared ineligible; or (iv) appears on either the Department of Health & Human Services/Office of Inspector General List of Excluded Individuals/Entities, found at <http://exclusions.oig.hhs.gov/> or the General Services Administration's List of Parties Excluded from Federal Programs, found at <https://sam.gov/content/exclusions>;
 - (14) the Services shall be performed in compliance with all applicable BMS policies (as may be modified from time to time) that Supplier is provided in writing or otherwise made aware;
 - (15) the Services shall be performed ethically, promptly, and diligently and commensurate with relevant professional standards (including any applicable industry code of practice and guidance) and in compliance with Applicable Law;
 - (16) the Services shall not involve the use of any facilities, equipment, staff, or other resources of any third party without the consent of such third party; and
 - (17) except to the extent prohibited by Applicable Law, prior to performing any Services, any person providing Services (i) on site at BMS owned or controlled property on an average of two (2) or more days per calendar week during the performance of this Purchase Order; or (ii) with access to BMS computer networks and systems, BMS study database(s) or controlled substances shall, at Supplier's expense, have passed a background check and drug screening test comparable to what BMS employees are subject, such requirements to be provided to Supplier in advance.
- b. Each party represents and warrants that it shall comply with Applicable Law in connection with this Purchase Order. "Applicable Law" means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, or official written guidance (including any of the foregoing unpublished but having the force of law) of any governmental authority having or asserting jurisdiction over the matter in question (including, without limitation, any of the foregoing that are expressly identified in this Purchase Order), and in each case whether now or hereafter in effect, and as amended from time to time. Applicable Law includes, to the extent applicable, the Foreign Corrupt Practices Act, the UK Bribery Act 2010, the Food Drug and Cosmetic Act, the False Claims Act, the Federal Anti-Kickback Statute and the Affordable Care Act. As applicable, all references to United States statutes, statutory provisions, or legal concepts shall be construed to refer also to equivalent statutes, statutory provisions, legal concepts, and rules of law in other jurisdictions applicable to the Services.

10. Personal Data.

- a. In the event that any personal data is processed in the course of the Services, Supplier shall process such personal data in accordance with Applicable Law, including any applicable data protection laws.
- b. Supplier shall inform or obtain the prior written consent of each individual, as required by Applicable Law, for the disclosure of their respective personal data to BMS and processing in accordance with the scope of this Purchase Order.
- c. If Supplier has access to personal data or equipment containing personal data in the course of providing the Services, Supplier shall: (1) keep the data confidential; (2) comply with any instructions given by BMS for the processing of personal data; (3) adopt all technical and security measures needed to avoid unauthorized access to such data; (4) comply with all requirements imposed by Applicable Law and process such personal data only as permitted by Applicable Law; and (5) at the termination of the Services, destroy or return to BMS any personal data in its possession. In addition, Supplier shall promptly and in any case no later than seventy two (72) hours report to BMS (via an email to dpo@bms.com) (1) any personal data breach and provide all relevant information, and (2) any notification from an authority to Supplier of an anticipated inspection, if such inspection has the potential to affect personal data belonging to BMS or its employees.
- d. Where the processing of personal data is not required as part of the Services, any data provided to BMS (including the information to be included as part of the datasets and reports) shall be fully anonymized. In the event of an incidental disclosure of personal data to BMS, Supplier shall promptly obtain the consent of the individual for the processing of their personal data in the context of the Services, to the extent required by Applicable Law, and if not possible, Supplier shall exclude this information from the agreed Services.

11. Indemnification. Supplier will indemnify, defend and hold harmless BMS and its officers, directors, employees and agents from and against any loss, expense, cost (including attorneys' fees), liability, damage, injury to persons or property, or claim arising from, relating to or in connection with (a) Supplier's (including, its officers, directors, employees, agents or subcontractors) (1) negligence, gross negligence or willful misconduct; (2) infringement of any third party intellectual property; or (3) breach of any representation, warranty, or covenant made under this Purchase Order; (b) any product liability claims relating to the Goods; or (c) employment related claims made by or on behalf of any employee of Supplier (or any subcontractor).

12. Information Technology. If this Purchase Order involves the provision of information technology related Goods or Services, such as software maintenance, installation, configuration, upgrades or development; or the licensing of software or software-as-a-service, that would be subject to the rights of a licensor, including where Service Provider is the licensor, the following terms shall also apply:

a. License Grant.

- (1) Supplier hereby grants to BMS, and BMS hereby accepts, on the following terms and conditions, a nonexclusive and nontransferable, fully paid-up, irrevocable, world-wide, perpetual license (unless otherwise specified in this Purchase Order) to use the software for the number of users or copies of the software described in this Purchase Order (the "License") and which use may or may not be provided on a "Software-As-A-Service" basis. Unless BMS expressly agrees in writing, Supplier and BMS agree that any software shrink-wrap and click-through software licensing agreements shall not apply to any software purchased under this Purchase Order.
- (2) If this Purchase Order limits the software to be used by a certain quantity of users, then BMS may replace a user with another user from time to time, provided that the then-current number of users using the software does not exceed such quantity. If Supplier determines that BMS and its affiliates have exceeded rights to the software in this Purchase Order through increased usage that is otherwise in accordance with this Purchase Order, Supplier shall promptly notify BMS in writing of such excess usage and BMS shall promptly eliminate such excess usage. If BMS does not eliminate such excess usage, Supplier's exclusive remedy shall be to invoice BMS proportionally for the excess usage using the pricing set forth in this Purchase Order.
- (3) If this Purchase Order limits the software to a certain version of software, then Supplier shall promptly notify BMS of any usage based

violation of the License. Supplier's exclusive remedy shall be to invoice BMS proportionally for the usage of the updated software version using the current pricing model, including discounts and rebates, as the primary indicator for new pricing.

- b. **Divestiture.** If BMS sells its or its affiliate's assets to a third party (an "Acquiring Entity"), BMS may extend the License rights granted herein to certain employees of the Acquiring Entity without any additional compensation. BMS shall remain (1) the only party in privity of contract with Supplier and (2) liable to Supplier for any breach of this Purchase Order by such employees. The duration, user levels and restrictions of the License and BMS' obligations to Supplier shall remain unchanged.
- c. **Software Representations and Warranties:** As applicable, Supplier represents and warrants that:
 - (1) At delivery and for no less than ninety (90) days following receipt of the software (or any update thereto) by BMS (the "Warranty Period"), the software shall conform to and will operate in substantial accordance with this Purchase Order and all related documentation published by Supplier regarding the specifications, functionality or use of the software. Supplier shall not be responsible to the extent failures are caused by (i) BMS' failure to use the software in accordance with such documentation or (ii) the modification of the software by any person other than Supplier, its employees, agents, affiliates or subcontractors (unless such modification was authorized or approved by any of the foregoing);
 - (2) Supplier will pass through or assign to BMS any third party warranty obtained by Supplier in connection with any software provided to BMS;
 - (3) If BMS chooses to purchase maintenance services, the agreement for such Services under this Purchase Order (unless such services are subject to a separate agreement or purchase order) will come into effect immediately after the warranty period. The maintenance services agreement under this Purchase Order will automatically renew on a yearly basis, unless BMS decides to terminate the agreement, provided however that the Supplier is required to notify BMS in writing at least thirty (30) days before the renewal date to remind BMS of the upcoming renewal;
 - (4) Supplier shall not access any BMS Data (as defined below) or BMS' computer networks, systems, facilities, telephone systems, and electronic mail systems that are not required for the performance of the Services;
 - (5) Supplier shall implement and comply with BMS' backup requirements relating to software, system configurations and BMS Data (defined below). At a minimum, Supplier shall use no less than industry standard best practices for backup procedures relating to software, system configurations, and BMS Data;
 - (6) Supplier uses industry standard virus, worm, and virus-like damaging code (collectively "Virus") prevention measures. The anti-Virus solution shall be configured to receive regularly scheduled signature updates to ensure appropriate protection of information assets; and
 - (7) Supplier shall not (without the consent of BMS) insert into the Services or any software any lock, dongle, hardware key, software license key, copy protection feature, replication device, Virus, or other hardware, or software code that may lock, disable, or erase all of or a portion of the software or Services.
- d. **IT Controls and Audit.** Supplier shall establish a computing controls program comparable to BMS IT controls policies and ensure that its personnel are trained and comply with Supplier's program. Supplier shall provide external audit reports (e.g.; SOC2, SSAE16, SSAE18, ISAE3402 or equivalent) upon request from BMS. Supplier shall promptly notify BMS if an audit or assessment conducted by Supplier (including internal and external auditors) reveals deficiencies or risks related to Supplier's ability to maintain compliance with its IT controls.
- e. **IT Service Levels.** Supplier shall perform the Services at or above the minimum service levels indicated in Supplier's maintenance and support policy documents and shall report to BMS upon request.
- f. **Artificial Intelligence (AI).** If Supplier utilizes any AI technologies to perform the Services under this Purchase Order, such use shall be in full compliance with all Applicable Laws. Supplier shall ensure that any AI technologies used are capable of providing transparent and explainable outcomes upon request. Supplier shall document how AI is being utilized in the performance of the Services, including key decision-making algorithms, inputs, and outputs, to enable auditability and accountability. Any AI technologies that process personal data shall be designed and operated in compliance with Applicable Laws. Supplier shall take reasonable steps to ensure that AI systems used do not produce biased or discriminatory outcomes. Supplier shall regularly evaluate AI models for fairness and impartiality and provide documentation proving these assessments upon request. The use of AI technologies shall not replace human decision-making in areas where human oversight is required by Applicable Laws or is deemed critical to the execution of the Services. Supplier remains fully responsible for the outcomes produced by AI, ensuring that the AI systems operate within ethical and legal boundaries. BMS reserves the right to audit the Supplier's use of AI technologies in the performance of Services to ensure compliance with these terms.
- g. **"BMS Data"** means any data, content, material, software or documentation uploaded, entered, or supplied to Supplier or the software by or on behalf of BMS. Upon request by BMS or at any time during the term of this Purchase Order or upon expiration or termination of this Purchase Order. Supplier shall: (1) immediately return to BMS the BMS Data in Supplier's possession, along with any information which may be required to reconstruct and use the BMS Data at no cost to BMS and (2) securely erase or destroy all BMS Data in Supplier's possession but only after receiving confirmation from BMS that all BMS Data has been received and is accessible by BMS. BMS shall have unrestricted access to BMS Data in Supplier's possession. Supplier will not use a facility outside of the United States of America to store BMS Data without BMS' prior written consent. If there is a breach of security relating to BMS Data, Supplier shall (1) immediately notify BMS; (2) investigate and remediate the effects of the breach and (3) provide BMS with assurance reasonably satisfactory to BMS that such breach shall not recur.

13. Cybersecurity. If this Purchase Order involves the provision of Goods or Services that would require the Supplier to either have access to BMS IT networks or systems or host BMS Data, the following terms shall also apply:

- a. **Cybersecurity Program.** Supplier shall create, implement, and maintain a cybersecurity program that meets or exceeds industry standards. For purposes of this Purchase Order, Supplier shall consider the standards set forth in NIST 800-53 as reasonable industry standards, unless and until such other standards are provided to Supplier by BMS.
- b. **Information Security Assessment.** BMS reserves the right to perform either itself or through an authorized representative, a non-invasive questionnaire based cybersecurity assessment relating to the Goods or Services provided under this Purchase Order.
- c. **Cybersecurity Incidents.** Supplier shall promptly report to BMS and promptly investigate any cybersecurity incident, including any breach of security that impacts its ability to deliver the Services to BMS or the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to BMS Data and BMS Confidential Information in the possession, custody, or control of the Supplier. Supplier shall report all reasonably suspected cybersecurity incidents to BMS Cybersecurity Operations (cyber.operations@bms.com) within twenty-four (24) hours of discovery.

14. Miscellaneous Provisions.

- a. **Non-Exclusivity.** This Purchase Order does not create any exclusive relationship between the parties.
- b. **Survival.** Those provisions that by their nature or meaning are intended to survive termination or expiration of this Purchase Order shall so survive.
- c. **No Waiver.** No failure or delay on the part of either party to exercise or enforce any rights conferred on it by this Purchase Order shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege or further exercise thereof operate so as to bar the exercise or enforcement thereof at any time thereafter.
- d. **Severability.** The invalidity or unenforceability of any provision of this Purchase Order shall not affect the validity or enforceability of any other provision of this Purchase Order. Any invalid, illegal or unenforceable term or provision of this Purchase Order shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the parties.
- e. **Business Conduct and Ethics.** BMS takes seriously its compliance and ethics responsibilities and seeks to do business only with third parties who share our high standards of ethical behavior. To that end, BMS has adopted Standards of Business Conduct and Ethics for Third Parties (3P Standards). BMS encourages Supplier to comply with the elements of the 3P Standards that apply to Supplier. The 3P Standards are available

at http://www.bms.com/ourcompany/compliance_ethics/Pages/default.aspx

- f. **Audit.** Supplier shall maintain sufficient documentation necessary to demonstrate its compliance with this Purchase Order upon reasonable request from BMS. BMS reserves its right to confirm and validate Supplier's compliance with this Purchase Order through periodic audits of Supplier's documents and systems. The expense of an audit shall be borne by BMS unless the audit reveals that Supplier is not in compliance with the terms of this Purchase Order or there has been an overcharge.
- g. **Use of Name.** Neither party shall use the name of the other party or any of its affiliates to make, place or disseminate any advertising, public relations, press release, promotional material or any material of any kind or any public statement; or use their trademark(s), without the prior written approval of the other party.
- h. **Independent Contractor Relationship.** All Services shall be rendered by Supplier as an independent contractor. Nothing contained in this Purchase Order shall be construed to place the parties or their personnel in the relationship of employer and employee, partners, principal and agent, joint venturers or as an insurer or a representative of the other party to this Purchase Order. Neither party shall have the power to bind or obligate the other party nor shall either party hold itself out as having such authority. For clarity, in no event Supplier's employees or contractors will be considered BMS' employees for any purposes whatsoever.
- i. **Insurance.** Supplier shall maintain adequate insurance to cover damages that are reasonably foreseeable as a result of its performance or breach of this Purchase Order.
- j. **Liens.** Supplier represents, warrants and covenants, that: (i) it shall not permit the attachment of any lien to any property owned, paid for, or otherwise due to Buyer, whether risk of loss has passed to Buyer or not.
- k. **Federal Equal Employment Opportunity and Affirmative Action Obligations.** As applicable, this Purchase Order is subject to the provisions of 41 CFR § § 60-300.5(a) and 60-741.5(a), which are incorporated into this Purchase Order by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals qualified protected veterans and qualified individuals with disabilities.
- l. **Trade Compliance.** Supplier shall take such reasonable measures as to ensure the physical integrity and security of all shipments to and on behalf of BMS against the unauthorized introduction of harmful, controlled, or dangerous materials, illegal substances, contraband, weapons, weapons of mass destruction or unauthorized personnel in transportation conveyances or containers. Supplier shall take such reasonable measures as necessary to cooperate with any BMS supply chain security assessments and to ensure that pertinent security measures are in place and followed throughout Supplier's supply chain. Supplier represents and warrants that it shall all times comply with Applicable Laws governing restricted parties and sanctions and shall not do any business or have any dealings with parties on such lists, including but not limited to OFAC sanctions and specially designated nationals lists, the BIS entity list, or any other restricted or prohibited party list promulgated by applicable authorities.
- m. **Governing Law.** This Purchase Order, including any claims and disputes made hereunder, shall be construed and governed under and in accordance with the laws of the State of New York, without regard to the provisions governing conflict of laws, and the parties agree to the exclusive personal jurisdiction of and venue in any federal court located in the Southern District of New York or state court located in New York, NY.
- n. **Assignment.** Supplier may not assign any of its rights or delegate any of its duties under this Purchase Order without the prior written consent of BMS.
- o. **Force Majeure.** Neither party will be in breach of or liable for damages under this Purchase Order for its delay or default in performing this Purchase Order to the extent such delay or default is caused by extreme circumstances beyond its control (for example, natural disasters, pandemics, strikes, riots, war, and other like occurrences). The party experiencing the difficulty must give the other prompt written notice, with full details following the occurrence of the cause and shall use reasonable effort to mitigate the effects of such causes within a reasonable period. Upon cessation of such Force Majeure the parties hereto shall use their reasonable efforts to make up for obligations so omitted.