

LEICA MICROSYSTEMS TERMS & CONDITIONS OF SALE OF GOODS

1. Application.

- a. These Terms and Conditions of Sale of Goods ("Terms") are applicable to all price lists, quotes, purchase orders, and all other sales of goods (collectively, "Orders") by Leica Microsystems Inc. or its corporate affiliates ("Leica") to the buyer purchasing goods from Leica ("Buyer"). **These Terms do not apply to goods or services provided by Leica Biosystems.**
- b. These Terms are the only terms and conditions applicable to the sale or other provision of Leica's goods to Buyer except those that relate to prices, quantities, and delivery schedules, and any other terms included in the Orders, which terms will control in the event of any conflict with these Terms, unless otherwise agreed upon by Leica in a signed writing.
- c. Leica's agreement to sell goods in the Orders is conditioned on Buyer's assent to, and limited to Buyer's acceptance of, these Terms. No specific condition or terms issued by Buyer which may appear on the Orders or on any document communicated by Buyer shall prevail over this Agreement. Leica hereby objects to and rejects any such terms. Buyer's submission or acceptance of an Order, as well as its acceptance of goods requested in an Order, will constitute an irrevocable offer by Buyer and its acceptance of these Terms (such offer, upon fulfillment by Leica, constituting an "Agreement"). Fulfillment of Buyer's Order does not constitute Leica's acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this Agreement unless expressly done so in signed writing. For the avoidance of doubt, Buyer's general terms and conditions of purchase are expressly excluded.
- d. All Orders, in any form whatsoever, are free of obligation and do not constitute an offer by Leica. All of Leica's quotes lapse after thirty (30) days or another period specified in the quote.

2. Prices.

- a. Prices quoted are exclusive of, and Buyer agrees to pay, shipping and related fees and all excise, sales, use, personal property and other taxes or duties, except taxes based on Leica's income. Any certificates or other evidence of applicable exemptions to such taxes or duties must be provided to Leica prior to invoicing or such taxes or duties will be charged to Buyer; provided, however, if Leica does not collect such items from Buyer and is later requested or required to pay the same to any taxing authority, Buyer shall promptly make payment to Leica or directly to such taxing authority if requested by Leica.
- b. The parties agree that the pricing in Leica's quotation properly reflects all discounts (including without limitation the value of any discounts, rebates, or other price concessions), and for medical products, such discounts or other reductions in price are intended to meet the discount exception to the Federal Anti-Kickback Statute. Buyer agrees to properly report and reflect such discounts for products on cost reports or claims submitted to any state or federal healthcare program. Buyer also agrees to retain invoices and other price documentation and make them available to federal and state officials upon request.

3. Payments.

- a. Payment shall be due and payable net, without deduction, unless otherwise agreed, on the due date on the invoice or, absent such due date, within thirty (30) days from the date of the invoice. Leica may require payment in advance if in its opinion Buyer's financial condition appears to call for such action.
- b. Leica may charge one and one-half percent (1.5%) or the highest rate allowed by law, whichever is lower, on overdue accounts.
- c. Payments are not subject to setoff or recoupment for any claim Buyer may have.
- d. If Buyer fails to make any payment when due, Leica may immediately repossess all goods not paid in full and may suspend provision of goods and services. Leica may also be entitled to reimbursement by Buyer for any reasonable out-of-pocket expenses incurred in collecting payments due, including without limitation attorneys' and collections fees.

4. Cancellation; Suspension.

- a. Buyer may not cancel Orders for custom goods (i.e., any goods providing for customized or interchangeable components) or goods that have left Leica's dock. All other Orders for goods are subject to 10% cancellation fee.
- b. If Buyer fails to make timely payments or breaches any other material obligation of this Agreement and such failure continues for thirty (30) days after receipt of written notice thereof from Leica, or Buyer has a an order in bankruptcy made against it, makes any arrangement with its creditors, or Buyer has a receiver appointed, Leica may, without prejudice to its other rights: (i) demand immediate payment of all unpaid accounts; (ii) suspend further deliveries and/or services; (iii) repossess all unpaid goods delivered under this Agreement and may collect reasonable costs in recovering said goods; (iv) uninstall all software; and/or (v) cancel this Agreement.

5. Purchase Money Security Interest. Intentionally Omitted.

6. Delivery and Transfer of Risks.

- a. Delivery terms are EXW (Incoterms 2010) unless otherwise specified in writing by Leica. Risk of loss or damage to the goods pass to Buyer at the latest upon the object of delivery being dispatched EXW (Incoterms 2010), even if Leica has assumed responsibility for additional services such as loading, transport, or unloading. If delivery is delayed as a result of circumstances for which Buyer is responsible, the risk passes to Buyer on the day on which it is notified of Leica's readiness to deliver.
- b. Orders for goods to be exported are subject to Leica's ability to obtain export licenses and other necessary papers within a reasonable period. Buyer will furnish all Consular and Customs declarations and will accept and bear all responsibility for penalties resulting from errors or omissions therefrom. Buyer will not re-export goods or any products or items which incorporate goods if such re-export violates Export Laws.
- c. Delivery dates are approximate and not a materially binding term of this Agreement. Leica will not be liable for any damages or costs resulting from delays in performance.

7. Acceptance. Acceptance of the goods will occur upon delivery, unless Buyer provides Leica with written notice of rejection within two (2) days after delivery or another period agreed to in a signed writing by the parties, unless the Order indicates that the product requires installation by Leica personnel. If installation is so indicated, acceptance will occur upon the earliest of: (i) Buyer's written acknowledgement of acceptance; or (ii) successful completion of any testing agreed upon by the parties in writing. Buyer may reject goods only if they do not meet Leica's published specifications or are otherwise defective and Buyer provides a detailed writing as to how goods and/or services do not meet specifications or are defective ("**Buyer's Notification**"). Leica will correct the same in a reasonable period of time following Buyer's Notification.

8. Returns. Leica will not accept any returns of goods unless it gives its prior written consent in the form of a Return Goods Authorization ("**RGA**"), which Leica may grant in its sole discretion. Contact your local Leica representative to obtain an RGA. A restocking fee of 20% may be charged for all goods returns. Buyer is responsible for risk of loss and shipping and handling fees for all returned goods. Leica will notify Buyer upon receipt of the returned goods; Leica will then inspect the goods for damage, signs of use, and/or missing parts, and notify Buyer of the amount of the refund (less restocking fee), which Leica may reasonably reduce on account of the inspection result. Unless Leica agrees otherwise on the RGA, returned goods must be in new condition and in the original packaging. Software and customized, third-party, or consumable goods or parts are not subject to return. No returns will be accepted after 90 days from acceptance, as defined above.

9. Installation; Maintenance. Unless otherwise indicated by Leica in the Order, Buyer assumes responsibility for installation of goods. Buyer also assumes responsibility for maintenance of goods and ensuring its site meets all specifications and other criteria identified by Leica as necessary in order to support the goods and services. Leica will make installation, support, and maintenance services available at Leica's then-prevailing rates and terms. Leica has no obligation to install, support or maintain goods not sold or manufactured by Leica.

10. Rights and Use. Buyer represents it is buying goods for its own internal use only and not for resale or export. The foregoing does not apply to Leica's authorized third-party sellers.

11. Software. Leica grants Buyer a non-transferable, non-sublicensable, and non-exclusive license to use software contained, delivered separately, pre-loaded, installed, or embedded in the goods ("**Firmware**") as necessary to operate the goods in compliance with accompanying documentation. All free-standing software is licensed, not sold, to Buyer and subject to Leica's licensing agreement accompanying the software ("**License**"). All rights, title, and interest in Firmware and software not expressly granted to Buyer herein or in the License remain the exclusive property of Leica or its licensors. Buyer and any third party acting through Buyer shall not (i) use Firmware or software for any purpose not expressly permitted by these Terms or the License, (ii) reproduce Firmware or software or any component thereof or any documentation related thereto, (iii) modify or create derivative works of Firmware or software, (iv) decompile, disassemble, compile, or reverse engineer Firmware or software or otherwise attempt to gain access to the source code, or (v) use, duplicate, or disclose any technical data or any

information regarding the Firmware or software for any purpose. These rights are subject to any third-party license underlying any component or application of the software. Leica is not responsible and bears no liability for malfunction or inoperability of goods, software or Firmware, resulting from (a) Buyer directly or indirectly engaging in any of the foregoing items (i) through (v) above, (b) changes to or de-commitment of operating systems or other applications by any original equipment manufacturer, (c) introduction of a virus or other malware caused directly or indirectly by Buyer, or (d) inoperability or incompatibility with any Buyer network. Any such actions will render any remaining warranty immediately void and of no further force or effect. For avoidance of doubt, Buyer shall not transfer or install software or Firmware on any goods not acquired from Leica, and software and Firmware will only be installed and used on the specific, single workstation for which it is licensed, excluding only updates (published by Leica for general customer distribution at no charge, i.e., error correction or patch).

12. **Warranties.** THIS WARRANTY IS THE COMPLETE AND EXCLUSIVE STATEMENT OF WARRANTY WHICH LEICA AGREES TO PROVIDE WITH RESPECT TO THE GOODS LEICA SELLS. THIS SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS AND NON-INFRINGEMENT, AND ALL PRIOR AND CONTEMPORANEOUS ORAL OR WRITTEN COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER, TO THE EXTENT PERMITTED BY LAW. No employee, representative, partner, or agent of Leica, other than an officer of Leica by way of a signed writing, is authorized to modify the following warranty.

- a. **Limited Warranty.** All parts and equipment are warranted to be free from defects in workmanship and materials and will conform to Leica's published specifications (any product containing a defect in workmanship or materials to be a "**Nonconforming Product**") for the earlier of thirteen (13) months from shipment or one (1) year from date of completion of assembly and installation by Leica (if applicable) ("**Warranty Period**"), except as specifically detailed below, when used in accordance with Leica's instructions for use and documentation ("**Limited Warranty**"). This Limited Warranty extends to Leica parts provided by Leica-authorized third-party sellers. This Limited Warranty is void outside of the U.S.A. and Canada. It is exclusively for the benefit of Leica's original customers and customers of Leica's authorized channel partners and cannot be transferred or assigned without Leica's express written agreement. Any repaired product or any product, spare part, replacement assembly, and/or subassembly furnished without charge to Buyer during the Warranty Period to correct a warranty failure is warranted until the later of the unexpired term of the warranty applicable to the repaired or replaced equipment or six (6) months after the return date of such repaired or replaced equipment. Subject to the foregoing, used or refurbished parts or equipment is provided AS-IS unless otherwise provided by Leica in writing.
- i. **Widefield Microscopes:** The Warranty Period shall be (a) five (5) years for objective and singular lenses within the system that function as a lens (Optical) or non-electrical components that provide movement to the system (Mechanical) and (b) one (1) year for any component that is controlled by electricity (Electrical), assemblies containing optics but which are controlled by electricity (Optical Electrical), assemblies containing motorized parts that are controlled by electricity (Electro-mechanical), or wear-related components, which are those that experience normal wear and tear from intended or standard use (e.g., light bulbs). The period described in (b) will be extended by a period of six (6) months upon registration of the good(s) online at www.leica-microsystems.com/warranty-registration/ if and only if registration is completed within ninety (90) days of delivery.
- ii. **Lasers:** The Warranty Period shall be one (1) year generally. The Warranty Period shall be two (2) years for White Light Lasers (WLL) and Stimulated Emission Depletion (STED) lasers sold with STELLARIS Confocal equipment.
- b. **Warranty Exclusions.** Limited Warranty coverage does not include any defect or performance deficiency (including failure to conform to product descriptions or specifications) which results, in whole or in part, from (i) negligent storage or handling of the good by Buyer, its employees, agents, or contractors, or use that is inconsistent with normal operation and maintenance conditions; (ii) Buyer's failure to prepare or maintain the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of Leica; (iii) absence of any product, component, or accessory recommended by Leica but omitted or removed at Buyer's direction; (iv) any misuse, alteration or damage to the good by persons other than Leica; (v) combining Leica's goods with any product furnished by others, or incompatible with Leica goods, where such combination causes failure or degradation to performance of Leica's goods (including the substitution of any reagent not authorized by Leica); or (vi) if servicing, repair, or movement/re-location of equipment was attempted by anyone other than Leica-authorized providers.
- c. **Other Warranty Exclusions.** Software is not covered by the Limited Warranty, and Leica does not warrant that the products will operate uninterrupted or error-

free. The Limited Warranty extends to Buyer only and not to persons manufacturing, purchasing, or using Buyer's products, nor does it extend to products not purchased from Leica or a Leica-authorized partner or products not bearing the "LEICA" brand label. This warranty does not apply to any products not manufactured by Leica, including accessories or consumables purchased as part of the Order. These items, as well as any third-party supplied items, may be covered by their manufacturer's warranty and any arrangements for service or replacement of such items must be made through that manufacturer. Leica will transfer any transferable manufacturer's warranty for any third-party manufactured goods sold by Leica.

- d. **Buyer's Remedy.** In the event of a Nonconforming Product, Leica will, at its sole discretion and as Buyer's sole remedy, repair or replace any parts that it reasonably determines have failed due to defects in material or workmanship during the Warranty Period, free of any charge for either parts or labor, or if such attempts to repair or replace do not succeed in remedying the defect(s) in workmanship and/or materials, Leica may, at its sole option, refund of the purchase price of the Nonconforming Product depreciated in accordance with standard accounting principles. Leica may use reconditioned, refurbished, or serviceable used material for all repairs of goods. Buyer is liable and shall pay for shipment of the warranted goods to Leica. Leica shall not be obligated to perform preventative maintenance, installation, deinstallation, relocation, table-rigging, or maintenance. Leica maintains a pool of products that may be loaned to Buyer, at Leica's sole discretion, and subject to the availability thereof, to customers while products are being repaired pursuant to this Limited Warranty. Leica shall only be obligated to this Limited Warranty if Buyer gives written notice of the Nonconforming Product, reasonably described, to Leica within ten (10) business days of the time when Buyer discovers or ought to have discovered the defect.
13. **Intellectual Property.** Leica and its licensors will retain all intellectual property rights to its goods, including without limitation, designs, drawings, patterns, plans, specifications, technology, technical data, software and information, technical processes, and business methods, whether patentable or not, arising from the sale or other provision of goods and/or services to Buyer. Buyer agrees not to enforce against Leica or Leica's customers any patent rights that include any system, process, or business method utilizing or otherwise relating to goods delivered pursuant to an Order. Leica will not furnish any data, other than installation and specification data, unless it is specifically requested in an Order and separately agreed to in writing by Leica. The parties will separately negotiate rights and price for such data.
14. **Compliance with Laws.**
- a. By entering into this Agreement, the parties specifically intend to comply with all applicable state and federal laws, rules and regulations, including (i) the personal services safe harbor of the Federal Anti-Kickback Statute (42 U.S.C. 1320a-7(b)) and in particular, that the services performed under the Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law; (ii) the Limitation on Certain Physician Referrals (42 U.S.C. 1395nn) and (iii) federal and state privacy laws.
- b. Buyer represents and warrants to Leica that Buyer is familiar with and shall comply with any/all local, national, and other laws and regulations of any/all jurisdictions globally relating to anti-corruption, anti-bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Agreement, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997 (collectively, "**Anti-Corruption Laws**"). Buyer further represents and warrants to Leica that Buyer will take no action that will cause Buyer or Leica to violate Anti-Corruption Laws. It is the intent of Buyer and Leica, and Buyer represents and warrants to Leica, that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Leica or which would otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business, or any improper advantage, with respect to any of Buyer's activities related in any way to this Agreement, including without limitation any payment of money or provision of anything of value to any employee of any current or potential customer in order to secure a sale or other business advantage.
- c. **Only to the extent that Buyer is acting as a reseller or distributor for Leica,** Buyer agrees to the following:
- i. **Disclosure by Buyer.** should it learn or have reason to know of any violation, possible violation, or suspected violation of any law or regulation applicable to Buyer's activities related to this Agreement, including Anti-Corruption Laws or Export Laws, or of any government investigation into

the same, Buyer shall immediately use the Danaher Integrity & Compliance Program Helpline portal, available at www.danaherintegrity.com, to report such matter to Leica. Buyer shall cooperate fully and completely with Leica in connection with any Leica efforts to investigate or review records resulting from such disclosures.

- ii. **Audit Rights.** To the extent permitted by applicable laws and regulations, Leica shall have reasonable access to Buyer's books and records and shall have the right to audit them on a periodic basis to ensure Buyer's compliance with all obligations, laws, and regulations applicable to Buyer's activities related to this Agreement. Buyer warrants that it will keep complete and accurate records of all transactions and expenses related to this Agreement. Such records shall include in reasonable detail the purpose of each expense and the receipt and distribution of assets. Buyer's failure to participate in any audit under this Section shall be grounds for immediate termination Buyer's reseller or distributor relationship with Leica by Leica. Buyer shall cooperate fully and promptly with any compliance investigation Leica may initiate to review Buyer's performance under any provisions of this Agreement.
- iii. **Certification and Training.** Buyer shall provide annual certifications of compliance with all laws and regulations applicable to Buyer's activities related to this Agreement in the form provided from time to time by Leica, including but not limited to certifications of compliance with Anti-Corruption Laws and Export Laws. Buyer shall participate in Anti-Corruption Laws and Export Laws trainings offered by Leica as Leica may direct from time to time. Buyer also represents and warrants that it has implemented and will continue to maintain a compliance program to provide appropriate training on Anti-Corruption Laws and compliance with applicable laws to its owners, directors, officers, and employees and has and will continue to provide appropriate training to its agents, resellers, representatives, consultants, and any other persons engaged in the performance of this Agreement. Buyer represents and warrants that it will conduct thorough pre-retention due diligence on all agents, sub-resellers or resellers, and any other parties to which it provides discounts or pays commissions or referral, marketing, or other fees related to its business under this Agreement, and that it has no reason to believe that any of its agents, sub-resellers, resellers, representatives, consultants, or any other persons retained or paid by it in connection with this Agreement have or will violate Anti-Corruption Laws and Export Laws.

15. **Sanctions and Export Controls.**

Buyer represents and warrants to Leica that Buyer shall comply with all local, national, and other laws and regulations of all jurisdictions globally relating to sanctions and export controls and similar matters which are applicable to Buyer's business activities in connection with this Agreement, including, but not limited to, the laws/measures of the United Nations, United States (e.g., the Export Administration Regulations administered by the United States Commerce Department's Bureau of Industry and Security, and the regulations and sanctions administered by the United States Treasury Department's Office of Foreign Assets Control), Member States of the European Union, United Kingdom, China, and Singapore (collectively, "**Export Laws**"), and that Buyer will take no action that will cause Buyer or Leica to violate any such laws. Buyer specifically represents and warrants to Leica that it is aware that products and technical data supplied by Leica are subject to Export Laws, and that Buyer will comply with all applicable restrictions regarding exports, re-exports, transfers, and end-use, including obtaining any required U.S. or other country licenses, authorizations, and/or approvals. Buyer further represents and warrants to Leica that Buyer will provide Leica with the information necessary for Buyer to seek new export authorizations and/or to ensure compliance with Export Laws, that Buyer will inform each of its customers (where the circumstances suggest the customer may be exporting) of applicable restrictions on exports, re-exports, transfers, and end-use at the time Buyer resells or otherwise disposes of any product or technical data supplied by Leica to such customer, and that Buyer will maintain controls as appropriate to comply with Export Laws. Upon request by Leica, Buyer shall, in a form provided by Leica, certify, or assist Leica in obtaining certification from Buyer's customers, that the actual end-use of the goods subject to this Order does not violate any applicable Export Laws.

16. **Data Privacy.** Insofar as personal data is transmitted to Leica, Buyer is obliged to ensure that the collection and transmission of the data is lawful and has taken place. Insofar as one of the parties processes personal data for the other party or the parties process personal data together, the parties undertake to enter into the necessary data protection contracts, including Business Associate Agreements. This applies in particular to the conclusion of an agreement regarding order data processing and / or regarding joint controllership, to the extent necessary in accordance with the legal provisions applicable to the parties.

17. **Limitation of Liability.** EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL LEICA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF ANY WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF LEICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR WILL LEICA INDEMNIFY ANY PARTY FOR ITS OWN NEGLIGENT OR WILLFUL CONDUCT TO THE EXTENT SUCH CONDUCT GIVES RISE TO DAMAGES FOR WHICH INDEMNIFICATION IS SOUGHT. IN ANY EVENT OF LIABILITY, LEICA'S MAXIMUM LIABILITY HEREUNDER WILL NOT EXCEED THE PRICE OF THE GOODS OR SERVICES FURNISHED BY LEICA GIVING RISE TO THE CLAIM. Leica's rights and remedies in these Terms are in addition to, and not in lieu of, any other Leica may have at law or in equity.

18. **Confidentiality.** The parties agree that this Agreement represents and/or contains confidential information that shall not be disclosed to any third party or otherwise made public, without prior written authorization of the other party, except where such disclosure is required by law.

19. **Force Majeure.** Except for Buyer's payment obligations, neither party shall be liable for delays in performance, in whole or in part, or any loss, damage, cost or expense, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, embargos, acts of government or other civil or military authority, war, riots, delays in transportation, difficulties in obtaining labor, materials, manufacturing facilities or transportation, or other similar causes ("**Force Majeure Event**"). In such event, the party delayed shall promptly give notice to the other party. The party affected by the delay may: (i) extend the time for performance for the duration of the Force Majeure Event, or (ii) cancel any unperformed part of any Orders if such Force Majeure Event lasts longer than sixty (60) days. If a Force Majeure Event affects Leica's ability to meet its obligations at the agreed upon pricing, or Leica's costs are otherwise increased as a result of such Force Majeure Event, Leica may increase pricing upon written notice to Buyer.

20. **Governing Law; Venue.** This Agreement is governed by and construed in accordance with the laws of the State of Ohio without regard to conflicts of laws provisions. The parties consent to the sole and exclusive venue and jurisdiction of the federal or state courts situated in Ohio, at Leica's option. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. INCLUDING, WITHOUT LIMITATION, COUNTERCLAIMS REGARDING SUCH DISPUTES, CLAIMS RELATED TO THE PARTIES' NEGOTIATIONS AND INDUCEMENTS TO ENTER INTO THIS AGREEMENT, AND OTHER CHALLENGES TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT. THE WAIVER IN THE PRECEDING SENTENCE APPLIES REGARDLESS OF THE TYPE OF DISPUTE, WHETHER PROCEEDING UNDER CLAIMS OF CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR ANY OTHER THEORY. Any action by Buyer for loss or damage arising from or related to the goods and/or services must be commenced within the earlier of one (1) year from the date of delivery or occurrence of the event, or such claim will be forever barred. If Leica substantially prevails in any legal dispute, Buyer may pay all reasonable costs incurred by Leica, including but not limited to collection costs, attorneys' fees, and costs of legal action.

21. **Assignment.** Leica may assign this Agreement upon written notice to Buyer. Buyer may not assign this Agreement to a third party without the Leica's prior written consent, which shall not be unreasonably withheld.

22. **Notices.** All notices sent by Buyer must be sent to the attention of the Legal Counsel at the address in Leica's quotation and delivered via email, fax, or certified mail, return receipt requested, or a nationally recognized delivery service with signature of the recipient required. Notices shall be deemed effective upon receipt.

23. **Entire Agreement; Modifications; Waiver; Survival.** The Order and these Terms represent the entire agreement between the parties, there being no other promises, terms, conditions, or obligations, referring to the subject matter not contained or referred to herein. If any of the Terms is declared invalid or unenforceable, the remainder of these Terms will continue to be valid and enforceable. Any modifications hereto must be in writing and signed by both parties. Leica's failure to strictly enforce any of these terms shall not be considered a waiver of any of its rights hereunder. The termination or expiration of this agreement will not affect the survival and continuing validity of any provision which expressly or by implication is intended to continue in force after such termination or expiration.

24. **Miscellaneous**

- a. **Certification of Funds:** Performance by the Buyer under this agreement may be dependent upon the appropriation of funds by the Ohio General Assembly.

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Therefore, in accordance with Ohio Rev. Code Sec. 126.07, it is understood that Buyer's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly.

- b. Equal Employment Opportunity: Leica agrees that it is compliant with the requirements of R.C. 125.111.
 - c. Ohio Election Law: Leica affirms that it is compliant with R.C. 3517.13.
 - d. State Audit Findings: Leica affirmatively represents that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Leica agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the Buyer hereunder shall be immediately repaid, or an action for recovery may be immediately commenced by the Buyer for recovery of said funds.
 - e. Independent Contractor: Unless Leica is a "business entity" as that term is defined in R.C. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Leica shall have any individual performing services under this agreement complete and submit the Independent Contractor Acknowledgment here: <https://www.opers.org/forms-archive/PEDACKN-Independent-Contractor-Worker-Acknowledgment.pdf> to this email address: OPERSfom@OhioAGO.gov. Leica's failure to complete and submit attachment at the time Leica enters into and/or executes this Agreement shall serve as Leica's certification that Leica is a "business entity" as that term is defined in R.C. 145.037.
 - f. Open Trade: Pursuant to R.C. 9.76 (B) Leica warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
- 25. Term; Scope.** The Parties intend for these Terms and Conditions to apply to all transactions between them for a period ending October 31, 2025, unless otherwise stated in a separate signed writing.

IN WITNESS WHEREOF, the parties have caused these Terms & Conditions to be executed by their duly authorized representatives, intending thereby to be legally bound.

**Ohio Attorney General,
Ohio Bureau of Criminal Investigation**

By: _____
 Name: _____
 Title: _____
 Date: _____

Leica Microsystems Inc.

By:  *Michael Dean*
 Name: Douglas Spotts / Michael Dean
 Title: VP GM LMS Americas / Director, Applied Microscopy
 Date: February 3rd, 2023

Approved as to Form:

Kari B. Hertel
 Principal Asst. Attorney Gen.
 Ohio Attorney General
 Date: 2/2/2023

By: 
 Name: Kari B. Hertel
 Title: Business Counsel
 Date: 2/2/2023