

TERMS AND CONDITIONS FOR LABORATORY SERVICE AGREEMENTS

(Employer Services)

These Terms and Conditions are part of a Laboratory Services Agreement (Employer Services) (the “**Agreement**”) between the Laboratory and the Client named on the signature page of the Agreement. Capitalized terms in these Terms and Conditions that are not defined in these Terms and Conditions have the meanings given to them on the signature page of the Agreement.

1. SERVICES

- 1.1. **Overview.** Subject to the terms and conditions of the Agreement, Laboratory will perform the Services described on Exhibit B to the Agreement.
- 1.2. **Supplies and Clinical Orders.** Unless the Parties agree otherwise, Laboratory will provide specimen collection supplies and materials for shipping collected specimens back to Laboratory. Collection supplies provided by Laboratory may only be used by intended recipients in accordance with applicable instructions and may not be resold. Oral fluid collection devices may be subject to additional fees. Unless the Parties agree otherwise, Client will be responsible for specimen collection using the supplies provided by Laboratory, and Laboratory will be responsible for the cost of shipping collected specimens back to Laboratory using Laboratory’s preferred shipping method. For clinical testing, Client will ensure that all tests are ordered by an authorized physician or healthcare professional in compliance with Law.
- 1.3. **Screening.** For drug and alcohol testing, Laboratory will conduct an initial screening test on each specimen by immunoassay or mass spectrometry unless Exhibit B provides for confirmation testing only. Each specimen that tests negative under an initial screening test will be deemed to be a negative specimen. Specimens without a designated test panel will default to the most comprehensive panel available to Client. All specimens will be tested for specimen integrity using currently accepted methods.
- 1.4. **Confirmation.** For drug and alcohol testing, each specimen that tests positive under an initial screening test will be tested for confirmation by liquid chromatography/dual mass spectrometry (LC/MS/MS) or such other method that is generally accepted in the industry. Each specimen that tests negative under confirmation testing will be deemed to be a negative specimen. Each specimen that tests positive under confirmation testing will be deemed to be a positive specimen.
- 1.5. **Retention.** Laboratory will retain each positive specimen under properly secured freezer conditions for the period of time required by Law. Laboratory will retain each negative specimen under properly secured refrigerated conditions for three days or such longer period as may be required by Law. Laboratory may destroy specimens after such times.
- 1.6. **Reporting.** Laboratory will report test results to Client or Client’s medical review officer (“**MRO**”), as directed by Client, through Laboratory’s electronic reporting system. Laboratory will use commercially reasonable efforts to report negative results from initial screening tests within 24 hours of receipt of specimen at its laboratory and positive results within 72 hours of receipt of specimen at its laboratory, in each case excluding Sundays and federal holidays.
- 1.7. **Turnaround.** Laboratory does not guarantee turnaround times. Reporting may be delayed for affidavits of correction, secondary confirmations, and other causes beyond Laboratory’s control.
- 1.8. **DOT Testing.** Each Party will comply with the applicable provisions of the Procedures for Transportation Workplace Drug and Alcohol Testing Programs, 49 CFR Part 40, with respect to specimens submitted for testing under U.S. Department of Transportation regulations.

- 1.9. **Limitations.** Laboratory's obligations are subject to available capacity and supply. Laboratory will not be required to test or report results for specimens with improper or incomplete chain of custody or other required documentation. Laboratory will not be required to test specimens that it determines are not suitable for analysis. Laboratory may limit or allocate testing capacity in its discretion.
- 1.10. **Device Sales.** Exhibit B may provide for the sale of point of care or instant testing devices ("**Devices**"). Device sales are final unless otherwise approved by Laboratory. Approved returns must be accompanied by all documentation required by Laboratory to process returns. Devices must be stored and used in accordance with applicable product labeling and instructions.

2. COMPENSATION

- 2.1. **Fees.** Client will pay Laboratory the fees set forth on Exhibit B. All fees are exclusive of taxes. Client will be responsible for all applicable sales, use, and excise taxes. Client must provide an exemption certificate if Client claims exemption from tax. Laboratory may increase the fees or add surcharges upon 60 days' notice to Client.
- 2.2. **Payment Terms.** Client will pay all undisputed invoiced amounts within 30 days of receipt of invoice. Undisputed amounts which are not timely paid will accrue interest at the rate of 1.5% per month or the highest rate permitted by Law, whichever is less. Client's obligation to pay undisputed amounts is absolute and may not be set off against any other amounts or withheld for any other reason. Client will reimburse Laboratory for any reasonable costs or expenses that Laboratory incurs in collecting amounts owed under the Agreement, including reasonable attorneys' fees and court costs.
- 2.3. **Disputed Amounts.** If Client disputes an invoiced amount, Client must notify Laboratory within 10 days of receipt of invoice and provide a detailed description of the reasons for such dispute. Absent fraud, Client will be deemed to have waived disputes concerning invoiced amounts which are not disputed in the foregoing manner. Laboratory may suspend or refuse to perform additional Services if Client fails to timely pay any undisputed amount or if the Parties are unable to resolve any disputed amount within 30 days.
- 2.4. **Financial Assurance.** If Client admits in writing its inability to pay its debts as they become due, makes a general assignment for the benefit of its creditors, institutes or agrees to the institution of proceedings in bankruptcy or insolvency, or is the subject of a court order relating thereto, or if Laboratory in good faith determines that Client may not be able to timely pay for Services performed under the Agreement, Laboratory may refuse to perform additional Services until Client delivers adequate financial assurance to Laboratory, which may include advance cash payment, a guarantee from a creditworthy entity acceptable to Laboratory, or a letter of credit from a nationally recognized financial institution.
- 2.5. **Positivity Adjustment.** If the average number of Client specimens testing positive under initial screening tests is more than 12% in any three-month period, Laboratory may notify Client, and the Parties will discuss in good faith an appropriate surcharge or increase in fees to account for the increased cost from the higher-than-expected positivity rates.

3. TERMINATION

- 3.1. **For Convenience.** After the Initial Term, either Party may terminate the Agreement for convenience upon 90 days' notice to the other Party.
- 3.2. **Breach.** Either Party may terminate the Agreement upon 30 days' notice to the other Party in the event of a material breach of the Agreement by such other Party that is not cured within such period, provided that the Agreement may be terminated upon notice if such breach is incapable of cure. Failure to pay any amount owed when due will constitute a material breach of the Agreement.

- 3.3. **Insolvency.** Either Party may immediately terminate the Agreement if the other Party admits in writing its inability to pay its debts as they become due, makes a general assignment for the benefit of its creditors, institutes or agrees to the institution of proceedings in bankruptcy or insolvency, or is the subject of a court order relating thereto.
- 3.4. **Compliance with Law.** Either Party may suspend its performance or terminate the Agreement when it reasonably believes that suspension or termination is necessary to comply with Law.
- 3.5. **Return of Technology.** Client will return all technology provided under this Agreement within 30 days of termination. Laboratory will provide Client with an airbill for the return.

4. CONFIDENTIALITY

- 4.1. **Confidential Information.** Each Party acknowledges that in connection with the Agreement it may receive nonpublic, proprietary, or confidential information ("**Confidential Information**") from the other Party. Client acknowledges that Laboratory's pricing, financial information, ownership information, and laboratory specifications and procedures are Confidential Information. Each Party will protect the confidentiality of the other Party's Confidential Information with at least the same degree of care as it would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care.
- 4.2. **Additional Agreements.** Unless the Parties enter into a different agreement regarding the use and disclosure of Confidential Information, the most current version of the Terms and Conditions for Mutual Confidentiality Agreements available at www.crlcorp.com/contracts will be incorporated by reference into the Agreement and apply to each Party's use and disclosure of Confidential Information.

5. PRIVACY AND SECURITY

- 5.1. **Protected Information.** Each Party acknowledges that in connection with the Agreement it may handle nonpublic information about individuals that may be protected under information privacy and security Laws ("**Protected Information**"). Each Party will protect the privacy and security of Protected Information, and establish and maintain appropriate safeguards to protect Protected Information, in a commercially reasonable manner that is at least as protective as that which is required by Law.
- 5.2. **Additional Agreements.** Unless the Parties enter into a different agreement regarding the use and disclosure of Protected Information, the most current version of the Terms and Conditions for Data Privacy Protection Agreements available at www.crlcorp.com/contracts will be incorporated by reference into the Agreement and apply to each Party's use and disclosure of Protected Information.
- 5.3. **System Description** – CRL's Employer Services Laboratory System Description is available upon request by emailing clscs@crlcorp.com with subject line "Employer Services System Description".
- 5.4. **Summary of System Security and Availability Commitments** - CRL's Summary of System Security and Availability Commitments is available upon request by emailing clscs@crlcorp.com with subject line "Employer Services Security and Availability Commitments".

6. INTELLECTUAL PROPERTY

- 6.1. **General.** All intellectual property rights of a Party, including, with respect to Laboratory, its inventions, know-how, trade secrets, analytical methods, laboratory analyses, computer technical expertise, software, and statistical methodologies it uses in connection with the Services, whether developed before, during, or after the Agreement, together with all goodwill associated therewith, all improvements, additions, and derivative works, and all other rights in and to all documents and other materials that are delivered under the Agreement by such Party (collectively, "**Intellectual Property Rights**"), will remain the sole and exclusive property of such Party. None of the Services will be considered "works for hire" unless specifically

stated as such on Exhibit B. Each Party grants the other Party a revocable, non-exclusive, non-transferable, royalty-free license to use its Intellectual Property Rights as necessary in connection with the Agreement, and each Party represents and warrants that permitted use of its Intellectual Property Rights as envisioned by the Agreement will not violate the intellectual property rights of any other party.

- 6.2. **Test Results.** As between the Parties, Client will own test results and any items which are specifically stated on Exhibit B as being developed for Client's ownership. Subject to its obligations regarding Protected Information, Laboratory may use test results on an aggregated or de-identified basis for research, analytics, and benchmarking purposes and reporting of the same to third parties.

7. COMPLIANCE WITH LAW

- 7.1. **General.** Each Party is responsible for and represents and warrants that it will comply with all applicable federal, state, and local laws, rules, and regulations (collectively, "**Laws**") in connection with the Agreement. If a Party reasonably believes that any Law could restrict its ability to perform the Agreement in compliance with Law, such Party may give the other Party notice of intent to amend the Agreement in a manner that permits compliance with Law, and the Parties will negotiate in good faith to amend the Agreement in such manner while preserving the substance of the relative economic positions and rights of each Party.
- 7.2. **Nature of Services.** The Services will be provided for employment related purposes, including workplace drug and alcohol testing programs, fitness for duty programs, and workplace qualification programs. The Services are not intended to diagnose or treat any medical condition, disease, or illness and should not be used as a substitute for seeking professional medical advice or treatment. The Services are not reimbursable by any federal, state, or private health care benefit program or insurance plan (each a "**Third-Party Plan**"), and each Party agrees that it will not submit claims to or seek reimbursement from any Third-Party Plan for any portion of the Services.
- 7.3. **No Prohibited Referrals.** No part of the Agreement is intended to induce or reward the referral of persons in violation of Law. Each Party acknowledges that there is no requirement under the Agreement or any other agreement to refer any persons or referral sources to the other Party. No payment may be made under the Agreement for the referral of persons or for the purchase or ordering of any items or services reimbursed in whole or in part under any Third-Party Plan.
- 7.4. **Fee Compliance.** The fees under the Agreement have been mutually agreed upon through an arms-length transaction based on the totality of the Services, are consistent with fair market value, do not include a split or percentage of any fees charged for any professional services provided in relation to the Agreement, and are not determined in a manner that takes into account the volume or value of any referrals between the Parties for which payment may be made in whole or in part under any Third-Party Plan.

8. WARRANTY AND DISCLAIMER

- 8.1. **Mutual Warranties.** Each Party represents and warrants that it has the authority to enter into the Agreement and perform its obligations under the Agreement, and that the execution and performance of the Agreement will not violate any other agreement or legal obligation to which such Party is bound.
- 8.2. **Laboratory Warranties.** Laboratory will perform the Services in compliance with Law and in accordance with generally accepted laboratory standards applicable to laboratories performing the same or similar types of Services. If Client purchases Devices from Laboratory, Laboratory warrants to Client that the Devices will be free from all liens, claims, and encumbrances. Client will notify Laboratory of any breach of the foregoing warranties promptly but no later than 10 days after delivery of the Service or Device in question. Client's exclusive remedy for a breach of warranty will be for Laboratory to reperform, replace, or refund the applicable Service or Device.

8.3. **Disclaimer.** EXCEPT AS STATED OTHERWISE IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION, WARRANTY, OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

9. INDEMNIFICATION

- 9.1. **Third-Party Claims.** Subject to the limitations set forth below, each Party (as an “**Indemnifying Party**”) will indemnify the other Party and such other Party’s owners, officers, managers, directors, employees, agents, successors, and permitted assigns (each an “**Indemnified Party**”) for any and all losses, damages, liabilities, costs, and expenses (including court costs and reasonable attorneys’ fees) that are sustained by a third party and recovered against an Indemnified Party (collectively, “**Losses**”) to the extent that such Losses are caused by the Indemnifying Party’s negligent (or more culpable) acts or omissions in connection with the Agreement.
- 9.2. **Notice of Claims.** An Indemnified Party must give the Indemnifying Party prompt written notice of any indemnifiable claims. An Indemnified Party’s failure to provide such notice will not relieve the Indemnifying Party of liability, but the Indemnifying Party will not be liable for any Losses that result from a delay in providing such notice. Notice must contain a reasonable description of the third-party claim and the nature and amount of Losses to the extent known.

10. LIMITATION OF LIABILITY

- 10.1. **Exclusion of Certain Kinds of Damages.** Except with respect to indemnifiable third-party claims, neither Party will be liable to the other Party under any circumstances for any indirect, incidental, consequential, special, exemplary, lost profits, or punitive damages of any kind or nature, regardless of the legal or equitable theory (contract, tort, or otherwise) upon which a claim is based.
- 10.2. **Liability Cap.** Regardless of the legal or equitable theory (contract, tort, or otherwise) upon which a claim is based, neither Party will be liable to the other Party under any circumstances as to any claim or group of related claims, including indemnifiable third-party claims, for more than the amount of fees paid by Client during the 12 months preceding such claim or group of related claims.

11. FORCE MAJEURE

- 11.1. **Force Majeure Events.** Except for payment obligations, neither Party will be liable for any failure or delay in the performance of the Agreement or be deemed to have breached the Agreement when such failure or delay results from any act of God, flood, fire, earthquake, explosion, terrorist act, civil unrest, labor disturbance, transportation disturbance, telecommunication breakdown, power outage, unusually severe weather, or other event that is beyond its reasonable control (each a “**Force Majeure Event**”).
- 11.2. **Notice of Force Majeure.** In the event of a Force Majeure Event, the impacted Party will promptly notify the other Party and use commercially reasonable efforts to end or minimize the effects of the Force Majeure Event. Either Party may terminate the Agreement upon notice to the other Party if a Force Majeure Event lasts for more than 45 days.

12. ADDITIONAL SERVICES

- 12.1. **Medical Review Officers.** Client is responsible for choosing its MROs and maintaining a separate and independent relationship with its MROs. If indicated on Exhibit B, Client has chosen to have the fees of its MROs passed through to Client. If indicated on Exhibit B, additional MRO fees for non-DOT services will also be charged to Client. Laboratory does not contract with or recommend any particular MRO. Client acknowledges and agrees that it has been given the opportunity to select the MROs of its choosing.

12.2. **Litigation Support.** Laboratory will retain analytical results and chain of custody documentation for tested specimens for two years. If requested by Client, Laboratory will provide laboratory data packages (“LDPs”) on forms prepared by Laboratory for the applicable fees set forth on Exhibit B. If Laboratory is asked to provide in-person testimony, Client will pay Laboratory the applicable fees set forth on Exhibit B, plus reasonable out of pocket costs and expenses incurred by Laboratory. Unless stated otherwise on Exhibit B, Laboratory will provide reasonable telephonic or video testimony at no additional charge.

13. ADDITIONAL COMMITMENTS

13.1. **Minimum Purchase Commitment.** If Exhibit B provides for a minimum purchase commitment, Client will purchase the minimum amount of Services provided on Exhibit B or pay Laboratory the amount that Client would have paid if Client had abided by such minimum purchase commitment; provided, however, that any minimum purchase commitment will not apply and will be reduced proportionately during such times that Laboratory is unable to provide the Services for which such minimum commitment applies, and Client may terminate any minimum purchase commitment upon notice to Laboratory in the event of any unapproved fee increase to which Client objects.

13.2. **Exclusive or Primary Service Commitment.** If Exhibit B provides for an exclusive or primary service commitment, Client will abide by the exclusive or primary service commitment provided on Exhibit B; provided, however, that no exclusive or primary service commitment will apply during such times that Laboratory is unable to provide the Services for which such commitment applies, and Client may terminate any exclusive or primary service commitment upon notice to Laboratory in the event of any unapproved fee increase to which Client objects.

14. RELATIONSHIP OF THE PARTIES

14.1. **Independent Contractors.** The Parties are independent contractors and nothing in the Agreement creates any joint venture, partnership, or agency relationship. Neither Party, by virtue of the Agreement, will have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party. Each Party will exercise its independent judgment in connection with the Agreement and assumes responsibility for the actions of its personnel and will be solely responsible for their supervision, daily direction and control, wage rates, income tax withholdings, disability benefits, and the manner and means through which work performed in connection with the Agreement will be accomplished.

14.2. **Assignment.** Neither Party may assign the Agreement, by merger, operation of law or otherwise, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign the Agreement to a successor in connection with an internal reorganization or to an entity which acquires all or substantially all of its assets or ownership interests, provided that the assignor Party provides prompt written notice to the other Party and that the assignee assumes all of the assignor’s obligations under the Agreement.

14.3. **Communication and Advertising.** Neither Party will issue any public communication regarding the Agreement or the other Party without the other Party’s prior written consent. No advertising, marketing, promotional, or other material using the name, trademark, service mark, logo, or other proprietary designation of a Party may be used without such Party’s prior written consent.

15. DISPUTE RESOLUTION

15.1. **Notice and Consultation.** Each Party agrees it is in its best interest to attempt to resolve disputes amicably when possible. Accordingly, except with respect to (a) matters involving bankruptcy, (b) instances in which a Party is seeking injunctive relief, or (c) instances in which a Party is seeking payment for amounts due under the Agreement, before commencing arbitration or any other proceeding against the other Party in connection with the Agreement, a Party must first send notice to the other Party and describe its claims in

reasonable detail and afford the other Party at least 10 days to attempt to resolve any claims through good faith negotiation and consultation.

- 15.2. **Arbitration.** Except with respect to (a) matters involving bankruptcy, (b) instances in which a Party is seeking injunctive relief, or (c) instances in which a Party is seeking payment for amounts due under the Agreement, any claim or dispute between the Parties relating to the Agreement, regardless of the legal or equitable theory (contract, tort, or otherwise) upon which it is based, which is not settled through negotiation and consultation as provided above, will be submitted to binding arbitration before one arbitrator. The arbitration will take place in Lenexa, Kansas. The arbitration will be conducted in accordance with the commercial arbitration rules of the American Arbitration Association and in accordance with the substantive law that would be applied in any court of law based on the governing law provision in the Agreement. The arbitrator may not, and the Parties will direct the arbitrator not to, (a) award any damages which are excluded by the Agreement or in excess of limitations provided in the Agreement, or (b) ignore or vary the terms of the Agreement. The arbitrator will, and the Parties will direct the arbitrator to, follow applicable principles of law as if in a court of law and issue a reasoned opinion. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. All arbitration fees will be split equally by the Parties. Any such arbitration award will be final and binding upon the Parties.

16. CHOICE OF LAW AND FORUM

- 16.1. **Governing Law.** The Agreement and all claims relating thereto, regardless of the legal or equitable theory (contract, tort, or otherwise) upon which they are based, will be governed by the laws of the State of Kansas without regard to conflict of laws principles that would require the application of any other Law.
- 16.2. **Jurisdiction.** Without limiting the arbitration agreement set forth above, each Party submits to the jurisdiction of the courts of Johnson County, Kansas and the United States District Court for the District of Kansas in any proceeding related to the Agreement that is not arbitrated, and any claims by Client against Laboratory that cannot be arbitrated, regardless of the legal or equitable theory (contract, tort, or otherwise) upon which they are based, may only be brought in such courts.
- 16.3. **Waiver of Jury Trial.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING RELATING TO THE AGREEMENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH IT IS BASED.

17. MISCELLANEOUS

- 17.1. **Interpretations.** The term "writing" and any derivation thereof includes email. References to prices, values, or monetary amounts refer to United States dollars. Headings are for convenience of reference only and may not be used for interpretation. References to contracts, including the Agreement, and provisions of Law mean such contracts and provisions of Law as amended, supplemented, or modified. The term "including" has the inclusive meaning frequently identified with the phrase "including, but not limited to" or "including, without limitation." Unless the context otherwise clearly indicates, defined terms will have comparable meanings when used in their plural or singular forms.
- 17.2. **Notices.** Notices under the Agreement must be in writing. Notice to a Party will be deemed effective when delivered to the notice email address or mailing address for such Party on the signature page to the Agreement, or such other email address or mailing address that a Party may prescribe by providing a notice that complies with this section to the other Party. Notices sent by mail must be sent by either certified mail, costs prepaid, or by a nationally recognized carrier, costs prepaid, that provides a record of delivery.
- 17.3. **Computing Time Periods.** Unless provided otherwise by Law, when computing time periods under the Agreement, the first day of the period will not be counted, and every other day, including Saturdays, Sundays, and Holidays, will be counted. If the last day of the period is a Saturday, Sunday, or Holiday, the

period will continue to run until the next day that is not a Saturday, Sunday, or Holiday. The term “**Holiday**” means a day on which the Federal Reserve Bank for the District of Kansas is closed. All references to time of day will be to United States Central Standard Time.

- 17.4. **Entire Agreement.** The Agreement sets forth the Parties complete and exclusive agreement regarding the subject matter hereof and supersedes all prior or contemporaneous agreements regarding the same. The Agreement may only be modified or amended in a writing executed by each Party. No failure, delay, or single or partial exercise of any right, power, or privilege by a Party will operate as a waiver of any right, power, or privilege of such Party. All remedies under the Agreement are cumulative unless stated otherwise in the Agreement.
- 17.5. **No Third-Party Beneficiaries.** The Parties do not confer any rights or remedies upon any person other than the Parties to the Agreement and their respective successors and permitted assigns.
- 17.6. **Severability.** If any provision of the Agreement is held invalid or unenforceable, the other provisions of the Agreement will remain in full force and effect. Any provision of the Agreement held invalid or unenforceable in part will remain in full force and effect to the extent not held invalid or unenforceable.
- 17.7. **Survival.** Terms of the Agreement which expressly or by their nature are intended to survive the expiration or termination of the Agreement will continue in full force and effect following the expiration or termination of the Agreement, subject to any limitations stated in the Agreement.
- 17.8. **Opportunity for Counsel.** Each Party acknowledges it has had an opportunity to consult with an attorney of its choosing before entering into the Agreement. Each Party agrees that no rule of construction should be applied to construe any term of the Agreement more strictly against any one Party. Except when stated differently in the Agreement, each Party will be responsible for its own attorneys’ fees in connection with the Agreement and any dispute arising out of or relating to the Agreement.

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