December 1, 2013

I am writing to let you know that you will receive a **20% discount on Genetic Testing Services**. The 20% discount excludes primer synthesis and assay development fees. You will also receive a **50% discount on Transfer and Validation fees**.

Discount level and pricing is effective through December 27, 2014. Your discount level will be reevaluated at the end of the term. All prices are subject to Charles River’s annual price increase. All Charles River products and services are sold subject to and in accordance with the General Conditions of Sale/Warranty.

Sincerely,

Christopher Aitken
Senior Product Manager, GEMS
Charles River Laboratories
(781) 222-6106
christopher.aitken@crl.com
Charles River Laboratories, Inc. ("Charles River") and Customer agree that the following terms and conditions will govern the provision of products ("Products") and services ("Services") by Charles River to Customer. Such Products or Services may include animal Products ("Animal Products") and/or non-animal, non-cell based Products and Services ("Cell Based Products and Services") as well as cell-based Products and Services. Charles River may, in its sole discretion, provide or cause to be provided, assisted reproductive technologies, phenotyping, preclinical services and breeding and production by Charles River of animal Products from third parties or from in-house sources. The following are the general terms and conditions governing the sale and purchase of Products and Services: 1. Provisions of the Products and Conduct of the Research. Charles River will sell and/or provide the Products and conduct the Services in accordance with the statement of work ("SOW"). Upon agreement to this SOW, the Products may be amended from time to time upon the mutual agreement of Charles River and the Customer. Charles River will adhere to all government laws, rules and regulations ("Government Laws"). Charles River may in its sole discretion modify the SOW at any time as it relates to the Services. Customer agrees that the Customer will make no claim, and indemnify and hold Charles River harmless for any and all claims, losses, and damages that arise out of, or are related to, any such change made by Customer. Customer should always review Customer’s understandings of any new contract or services and should perform a cost analysis of the Services. In addition, Customer should perform the duty of exercising due diligence to ensure that all rights and approvals have been obtained from the Customer prior to the initiation of any work. 1.1 Products. Certain Products sold by Charles River may vary in quality and purity because of the nature of the Product. Charles River endeavors to produce Products to the stated specifications, but cannot guarantee uniformity of any particular batch of Product sold. If a Product is not satisfactory, the Customer must notify Charles River of the unsatisfactory quality or purity of the Product within 30 days from receipt of the Product. Failure to notify Charles River of a Product unsatisfactory quality or purity within 30 days of receipt will be deemed to be a waiver by Customer of any claim with respect to such unsatisfactory quality or purity. Customer agrees that it will be the exclusive remedy for any Product unsatisfactory quality or purity, and that Charles River is not liable for any claim made by Customer after the 30-day period. If a Product is not satisfactory due to any defect in the Product, the Customer must return the Product to Charles River at the Customer’s expense and, if requested by Charles River, the Customer will also store any unused Product in an approved manner and notify Charles River of the return. Customer agrees that it is responsible for the proper storage and handling of all Products purchased from Charles River. The Customer must ensure thatCharles River’s quality control standards and any other applicable quality standards are met. 2. Acceptance of the Products and Services. Upon receipt of the Products or Services, Customer shall be deemed to have accepted the Products and Services unless the Customer provides written notice to the contrary within 10 days after receipt. The Products and Services shall be accepted subject to the examination of the Products and Services and the performance of the Services. The Customer will have the right to examine the Products and Services in accordance with the SOW. If the Products or Services do not conform to the SOW, the Customer will have the right to reject the Products or Services and to require Charles River to replace the Products or Services that do not conform to the SOW. If the Products or Services are rejected and replaced, the Products or Services shall be deemed to have been accepted upon acceptance of the replacement. If the Products or Services are rejected and not replaced, the Customer may return the Products or Services to Charles River and receive a credit for the Products or Services returned. No Products shall be returned without the prior written consent and approval of Charles River. 3. Returns. If the Customer returns any Products or Services to Charles River for any reason, the Customer shall bear all costs of return and transportation, including insurance, if any, and shall be responsible for any loss or damage to the Products or Services during return. 4. Limited Liability. Customer agrees that the Customer will be liable to Charles River for all damages, losses, and expenses that result from any breach of this Agreement, including but not limited to, damages arising from: 4.1 any loss of, or damage to, any Products, Services or equipment furnished by Charles River; and/or 4.2 any loss of, or damage to, any Products, Services or equipment furnished by third parties as a result of the Customer’s failure to perform any of the Customer’s obligations under this Agreement. 4.3 Limitation of Liability. The Customer shall indemnify and hold harmless the Services Provided for Performance of Services ("Services Provided") and shall pay all costs and damages which, by final judgment, after exhaustion of all available appeals, may be awarded to Charles River as a result of any claim or suit brought against Charles River arising out of, in connection with, or by reason of any act or omission of the Services Provided. 4.4 Termination. The Contract may be terminated by either party on thirty (30) days written notice to the other party. upon expiration of the term of this Agreement or the end of the Notice Period, whichever is later. 5. Disputes. If any dispute or claim arises out of or relating to this Agreement or the breach, termination or invalidity thereof, such dispute or claim shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Service must be made in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in a manner consistent with the rules and procedures of the American Arbitration Association and the arbitrator shall have the authority to enter such final, binding, and conclusive award as may be necessary to give effect to the terms of this Agreement. The award rendered by the arbitrator shall be final and conclusive and may be entered into judgment in any court having jurisdiction thereof. 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to any conflict of laws principle that would result in the application of the laws of any other jurisdiction. 7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties with respect to the subject matter hereof. No change or modification of this Agreement shall be binding unless made in writing and signed by an authorized representative of each party. 8. Limited Liability. Customer agrees that Charles River is not liable for any taxes, duties, or other fees imposed by any government or local authority on the Products or Services. 9. Waiver. No waiver of any term or condition of this Agreement, whether by conduct or otherwise, shall be effective unless in writing and signed by an authorized representative of each party. 10. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect. 11. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties with respect to the subject matter hereof. No change or modification of this Agreement shall be binding unless made in writing and signed by an authorized representative of each party. 12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to any conflict of laws principle that would result in the application of the laws of any other jurisdiction.