

## Custom Work & Services Purchase Order Terms and Conditions

- 1) Time and quality of work are of the essence of this Agreement. Regardless of any claim or dispute, at all times Contractor shall proceed diligently in prosecuting the Scope of Work. If the Contractor fails to begin or prosecute the Scope of Work with reasonable diligence, without interruption, and in a good and workmanlike manner, then Allometrics may, at its option, on three (3) days' notice in writing to the Contractor, terminate this Agreement.
  - a) Without prejudice to any other remedy it may have, Allometrics may take control of the Scope of Work for the purpose of completing it under the terms of this Agreement, either by its own employees or by another independent contractor, or
  - b) If Allometrics takes control of the Scope of Work, the Contractor will be entitled, on Allometrics' completion of the work, to the difference between the price pursuant to this Agreement, and the reasonable expenses incurred by Allometrics in finishing the work.
  - c) If these expenses exceed the price pursuant to this Agreement, then in addition to any other remedy the Contractor agrees to pay the excess to Allometrics.
- 2) In addition to the Scope of Work, Allometrics and its Client have set forth certain drug policies and site entry requirements. The policies in their current form or as amended are incorporated into the Scope of Work. Allometrics may also terminate this Agreement at any time, should Contractor fail, refuse or neglect to conform to Allometrics' drug policy or Client's site entry requirements.
- 3) The design and implementation of the Scope of Work will be by whatever legal means and methods as solely determined by the Contractor, in its sole discretion.
  - i) The Contractor has control as to how the Scope of Work will be achieved.
  - ii) The Contractor will furnish at its own expense its own facilities and all of its equipment, including safety equipment, labor, services, measures, procedures, material, machinery, and supplies which may be necessary or appropriate to complete the Scope of Work in a good and workmanlike manner.
  - iii) In the performance of the Scope of Work, the Contractor agrees that it will qualify under and comply with any state or federal law now in force or which may become effective, that applies to the Contractor's workers performing the Scope of Work, including, but not limited to, the payment by an employer of payroll taxes for Unemployment Insurance and Social Security, and including hour and wage regulations and the Federal Fair Labor Standards Act. The Contractor agrees that it will comply with these laws and that it will protect, HOLD HARMLESS, and UNCONDITIONALLY INDEMNIFY Allometrics against any damage or expense which Allometrics might become liable for because of any failure on the part of Contractor to comply.
  - iv) Before final payment, the Contractor will satisfy Allometrics of the payment and release of all debts, taxes, liens, claims, charges and obligations arising by operation of law, or otherwise, out of its performance of the work. Allometrics may withhold funds due to the Contractor, without interest, to assure itself of the discharge of all obligations or to satisfy any provisions of law relating to claims against the Contractor.

- 4) Independent contractor status. It is understood and agreed that the Contractor is an independent contractor and is not an employee, agent, partner or representative of Allometrics. Contractor shall not hold itself out as an employee, agent, partner or representative of Allometrics.
- 5) INDEMNIFICATION & HOLD HARMLESS IN FAVOR OF ALLOMETRICS.
  - a) As to the Status of Independent Contractor, if any person, court, administrative or governmental agency finds or seeks to establish that the Contractor, or any of its employees, is an employee of Allometrics, then the Contractor shall INDEMNIFY AND HOLD Allometrics HARMLESS and shall pay all of Allometrics' related costs, claims, demands, expenses of any kind, judgments, fines, damages, assessments, benefits and all attorneys' fees.
  - b) As to Scope of Work Performed by Independent Contractor. The Contractor shall INDEMNIFY, AND HOLD Allometrics HARMLESS and shall pay all of Allometrics' related claims, costs, demands, expenses of any kind, fines, damages, assessments, and all attorneys' fees from any claims arising from any acts or omissions of the Contractor, its employees or its agents including but not limited to any liability arising at common law, by statute, in tort, in contract or for any intellectual property claims.
  - c) The Contractor agrees to HOLD HARMLESS and unconditionally INDEMNIFY Allometrics against any and all liability, demands, claims, judgments and damages which Allometrics may become liable for because of accidents, damages or injuries to the persons or property of the Contractor, the Client or the workers of either party or of any other parties arising out of the Scope of Work, or this Agreement.
  - d) Contractor hereby agrees to indemnify Allometrics against any and all claims brought or actions filed against in respect to the subject of indemnity recited in this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed, and against any and all costs incurred by Allometrics in such claims or actions. In case an action should be filed with regard to the subject of indemnity specified in this Agreement, Contractor agrees that Allometrics may employ an attorney of its own selection to appear and defend the action, on behalf of Allometrics at the expense of Contractor.
  - e) Allometrics shall be given written notice of any act or occurrence involving a liability, loss, claim, or demand with respect to which indemnification is provided by this Agreement, immediately after such occurrence shall have come to Contractor's knowledge. The parties further agree that Contractor's ignorance in fact of such an act or occurrence shall not excuse the giving of such immediate notice to Allometrics, if in the exercise of reasonable care Contractor should have known of it.