

CUSTOMER USE AGREEMENT (THE “AGREEMENT”)

BY ACCEPTING AND ACCESSING THIS PORTAL SITE, CUSTOMER AGREES TO BE BOUND BY ALL THE TERMS FOR USE AND ACKNOWLEDGES THAT THESE TERMS AND CONDITIONS CONSTITUTE A BINDING AGREEMENT BETWEEN CUSTOMER, CHARLES RIVER LABORATORIES, INC. AND ALL ITS AFFILIATES (“**CHARLES RIVER**”). THE TERM “**CUSTOMER**” INCLUDES EMPLOYEES, CONSULTANTS AND AGENTS WHO ARE AUTHORIZED BY CUSTOMER TO ACCESS A CHARLES RIVER LABORATORIES PORTAL SITE (“**SITE**”).

1. DESIGNATION OF CUSTOMER ADMINISTRATOR

Customer shall assign an employee as administrator of this Agreement. The Administrator shall be responsible for the following:

- (a) provide Charles River with the names of employees who will, upon successful registration, be authorized users of the Site;
- (b) obtain a single authorized Customer signature on this Agreement;
- (c) provide a copy of this Agreement to each authorized user;
- (d) ensure compliance by each authorized user with this Agreement;
- (e) promptly notify Charles River upon the transfer resignation, retirement or termination of employment of any authorized user;
- (f) as necessary, distribute RSA SecurID[®] tokens to authorized users of the Site; and
- (g) if applicable, promptly collect the RSA SecurID[®] token upon the transfer resignation, retirement or termination of employment of an authorized user.

Customer shall remain fully and completely responsible and liable for the acts and omissions of its Administrator and authorized users.

2. COPYRIGHTS, TRADEMARKS AND SERVICE MARKS

The Site is the privileged, proprietary and confidential property of Charles River. The Site and all derivative works, modifications, enhancements and derivatives thereof contain trade secrets of Charles River. Nothing herein shall be construed as a transfer or conveyance of any right, title or interest in Site. Customer shall acquire no right, title or interest in the Site. All applicable rights to patents, copyrights, trademarks, trade secrets and intellectual property in the Site are and shall remain with Charles River.

Customer warrants that it owns all rights, title and interest in and to any and all content (and the intellectual property related thereto) posted by it or any of its users or furnished by it to Charles River

for posting to the Site, and that Charles River's posting of any such content does not infringe any third party rights.

3. REGISTRATION PROCESS AND SECURITY

Only the Administrator and authorized employees, agents and consultants of Customer who have completed the Charles River registration process may access and use the Site. As part of the registration process, users may be given a RSA SecurID[®] token. Users may also need to provide to Charles River certain registration information, all of which must be accurate and kept current. Users may not (i) select or use a user ID and/or token of another person with the intent to impersonate that person; (ii) use a user ID and/or token in which another person has rights without such person's authorization, or (iii) permit any third party to use his or her user ID and/or RSA SecurID[®] token. Failure to comply with the foregoing shall constitute a breach of this Agreement, which may result in immediate termination of a user's or the Customer's access to the Site.

Customer agrees to keep assigned user IDs and/or passwords confidential and to immediately notify Charles River: (a) if there is any reason to believe an assigned user ID has been improperly disclosed or otherwise compromised, (b) of any known or suspected unauthorized use(s) of a token and/or ID, or (c) any known or suspected breach of security, including loss, theft, or unauthorized use of a token.

Charles River may monitor use of the Site to ensure compliance with this Agreement.

The Internet is inherently an unsecure environment. Charles River has provided commercially reasonable hardware and software techniques (i.e., firewalls, encryption, authentication, stand-alone network) to secure the confidentiality of Customer information posted to the Site. Customer expressly waives any claim, cause of action, loss or damage, which in any way arises out of the unintentional disclosure of Customer's confidential information.

Charles River has taken precaution but cannot guarantee that the Site and the associated server(s) are free of computer viruses. When accessing the Site, Customer agrees to use only computer systems employing reasonable and dependable means to check for and prevent the spread of computer viruses.

Charles River will use commercially reasonable efforts to maintain the operation of the Site in accordance with this Agreement. However, Charles River does not guarantee that the content of the Site will be technically suitable for viewing on Customer's computer(s) or that the Site will be accessible to Customer at all times (i.e., maintenance windows).

Customer acknowledges that Charles River will be irreparably harmed and would not have an adequate remedy at law in the event of an actual violation by Customer of this Agreement including, but not limited to, any effort to compromise the security by attempting to access data and/or information not specific to the Customer. Therefore, the parties agree and consent that Charles River shall be entitled to an injunction or any appropriate decree of specific performance for any such actual breach by the Customer, its employees, consultants or agents. The foregoing remedy shall be in addition to any other remedies available to Charles River in law or in equity.

4. POSTINGS TO THE SITE; ACCEPTABLE USE

Authorized users will be permitted to post study related information to the Site. Customer acknowledges and understands that Charles River does not review all materials posted to the Site by users, and Charles River is not responsible for any such materials posted by users. Charles River reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or material, in whole or in part, that in Charles River's sole discretion is objectionable, or in violation of this Agreement. Customer remains solely responsible for the content of messages and material posted to the Site by it and its users. Charles River reserves the right to reveal the identity of Customer or any of its users in the event of legal action arising from use of the Site.

5. INDEMNITY

Customer hereby agrees to indemnify, defend and hold Charles River, and all of its officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively "the **Indemnified Parties**") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by Customer or any of its users of this Agreement or the foregoing representations, warranties and covenants including, without limitation, attorneys fees and costs. Charles River reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer and Customer shall not in any event settle any matter without Charles River's written consent.

6. NO WARRANTIES; DISCLAIMERS OF LIABILITY

ALTHOUGH CHARLES RIVER STRIVES TO ENSURE THE INTEGRITY AND ACCURACY OF THE SITE, IT MAKES NO GUARANTEES WHATSOEVER AS TO THE ACCURACY OF INFORMATION CONTAINED IN THE SITE, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED THEREIN. IN THE EVENT THAT AN ERROR OR OMISSION ARISES, PLEASE INFORM CHARLES RIVER SO THAT IT CAN BE CORRECTED. CHARLES RIVER RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERROR OR OMISSION IN ANY PORTION OF THE SITE.

THE SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR ITS USE, AND THE USE BY ANY USER USING A TOKEN AND/OR ID REGISTERED TO A CUSTOMER USER, OF THE SITE. CHARLES RIVER IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES AND/OR CONTENT OR INFORMATION CONTAINED WITHIN THE SITE. CUSTOMER'S SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR SITE-RELATED SERVICES IS

TO STOP USING THE SITE AND THOSE SERVICES. CHARLES RIVER DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR INTERRUPTIONS OF SERVICE TO THE SITE. CHARLES RIVER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CHARLES RIVER DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION THROUGH THE SITE OR ANY LINKED SITE.

Charles River liability under this Agreement, regardless of the form of action, shall not exceed One Thousand Dollars (\$1,000.00).

7. RIGHT TO CHANGE, SUSPEND OR DISCONTINUE THE SITE

Charles River may change, suspend or discontinue any aspect of the Site at any time including, but not limited to: (a) the availability of any Site feature, database or content, (b) restricting availability times, (c) restricting compatibility with certain computer software or hardware, (d) restricting amounts of use permitted, and (e) restricting, suspending or terminating Customer's and any of its user's right to use the Site. Charles River may also impose limits on certain features or services or restrict access to parts, or all of, the Site without prior notice or liability.

8. GOVERNING LAWS

This Agreement shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts, without regard to conflicts of laws provisions.

9. MISCELLANEOUS

(a) Customer agrees that this Agreement constitutes the entire agreement between it and Charles River with respect to use of the Site, and supersedes all previous and contemporaneous agreements, representations, warranties and understandings, written or oral.

(b) Charles River may amend this Agreement at any time and from time to time without specific notice to you. Customer's continued use of the Site shall be deemed acceptance of any such change.

(c) This Agreement, and the rights and obligations hereunder, may not be assigned or transferred by either party without the prior written consent of the other party, except that either party may assign this Agreement to an affiliate.

(c) In the event that any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and all other provisions will remain in full force and effect. If any provision of this Agreement is held to be excessively broad, it will be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.

(d) Either party may terminate this Agreement upon written notice to the other party. Upon

such termination, Charles River shall cease Customer's access to the Site.

I Agree

I Disagree