

**Seqirus Terms and Conditions for Purchases of
Seasonal Influenza Vaccine Products: FLUVIRIN[®] (Influenza Virus Vaccine);
FLUAD[®] (Influenza Vaccine); AFLURIA[®] (Influenza Vaccine) and FLUCELVAX
QUADRIVALENT[®] (Influenza Vaccine)**

Effective February 17, 2017

- Purchase, Sale and Use of Product.** These terms and conditions (hereinafter “*Terms*”) govern the purchase for the 2017-2018 Influenza Season of the seasonal influenza vaccines branded as FLUVIRIN[®] (the “*Fluvirin Product*”); FLUAD[®] (the “*Fluad Product*”); AFLURIA[®] (the “*Afluria Product*”); and FLUCELVAX QUADRIVALENT[®] (the “*Flucelvax Quadrivalent Product*”) (each a “*Product*” and collectively the “*Products*”) from Seqirus USA Inc. (“*Seqirus*”). Any customer that purchases a Product from Seqirus pursuant to a written agreement other than these Terms and Product orders submitted pursuant hereto is not eligible to purchase a Product under these Terms. Customers eligible to purchase Products include, but are not limited to, licensed wholesalers and physician distributors; federal, state, and local government entities; physicians and nurse practitioners in private practice; pharmacies; hospitals, clinics and contracted customers. Orders submitted by customers that are party to (or who may participate under) any such other written agreement with Seqirus relating to the sale or purchase of a Product are subject to the Terms, including, without limitation, pricing, payment and delivery terms, set forth in such written agreement. No customer may resell a Product or market, promote, administer or use a Product for the benefit of persons or entities located outside the United States or its territories, or where it ought reasonably to be aware that the ultimate destination for a Product is outside the United States (or its territories).
- Product Ordering; Delivery.** Customers may order a Product by creating a direct purchase account online at flu.seqirus.com or by calling Seqirus’ Customer Service at (855) 358-8966. A purchase order is not required to purchase a Product hereunder. Unless specified otherwise, all Product purchased hereunder must be in multiples of ten (10) doses, and the minimum number of doses of a Product that must be purchased hereunder is ten (10) doses. Each order submitted by a customer is subject to Seqirus’ confirmation of the customer’s valid state license number and authorizations and the customer’s creditworthiness.

For Product orders confirmed by Seqirus that are placed by August 1, 2017, Seqirus will use reasonable commercial efforts to deliver, on or before October 15, 2017, or as otherwise agreed by a customer and Seqirus, Product ordered by a customer to the destination designated by the customer in the customer’s direct purchase account. Seqirus assumes no obligation to comply with any special shipping requests made by a customer, including, without limitation, any request to deliver Product by a specified date. Seqirus is responsible for obtaining all export and import licenses required to deliver any Product to the specified destination.

Seqirus’ obligation to deliver Product ordered by a customer is subject at all times to any superseding requirement imposed by any governmental authority, including without limitation any requirement imposed in connection with an influenza epidemic or pandemic, delays in Product lot releases, and to the condition that Seqirus is able to manufacture a sufficient supply of Product to meet the demands of all of its customers. In the event there is a shortage of any Seqirus product, Seqirus in its sole discretion shall have the right to allocate such product among its customers in such a manner as it deems appropriate. Notwithstanding anything herein to the contrary, in the event of an influenza epidemic or pandemic, Seqirus may not manufacture Product (or may manufacture a lesser amount of Product than forecasted), and Seqirus will be relieved (without incurring any liability) of all obligations to supply or deliver Product ordered by any customer. Seqirus has no obligation to supply pandemic influenza vaccine to any customer. Furthermore, in the event of delays in Product lot releases, Seqirus will be relieved (without incurring any liability) all obligations to supply or deliver Product ordered by any customer unless and until such Product lot release is approved by the applicable governmental authority.

Upon ordering Product and upon confirmation of an order by Seqirus, a customer shall have irrevocably committed to purchase the amount and type of Product specified therein, and thereafter may not cancel or modify such order in any way.

3. **Payment Terms and Instructions.** Customers shall be obligated to pay for Product purchased hereunder by the payment due date specified in the invoice delivered by Seqirus with respect to the purchased Product by any method described in such invoice. Customers will receive a prompt payment discount of two percent (2%) off the applicable price of Product (exclusive of current federal excise taxes or other taxes levied on vaccine products) for payments received by Seqirus on or before the applicable due date. Interest will be charged on overdue amounts at a rate equal to the London Interbank Offered Rate (LIBOR) (three months), as reported in *The Wall Street Journal* (Eastern Edition) Money Rates column, print edition, on the business day immediately following the applicable payment due date, plus five percent (5%) per annum, or, if less, the maximum amount permitted by applicable law, until the date payment is received by Seqirus. All claims involving discounts, pricing, credits, or returns must be reported to Seqirus within one (1) year of the date of invoice for the purchase in question.
4. **Product Price.** The price per dose for each presentation of Product is as set forth from time to time in the direct purchase account established by a customer, or as otherwise agreed to between customer and Seqirus, and excludes surcharges for shipping (if any), where applicable, and excise or other taxes or assessments. Each such price shall be increased by Seqirus in its sole discretion to reflect any taxes or assessments levied upon vaccine products.
5. **Inspection of Product by Customers; Right to Return Product.** Customers must, within three (3) business days after delivery of Product, conduct a physical inspection of the packaged Product and notify Seqirus in writing of any issue or physical damage that is apparent from such inspection. If a customer fails to give such notice, then the customer will be conclusively presumed to have accepted the shipment and Seqirus will have no liability to the customer for any defects that could have been identified by such inspection or for any discrepancies between the shipment received and the amount of Product ordered by the customer. Any defect or damage to the Product that is not identifiable from a physical inspection will remain grounds for rejection of Product if the customer notifies Seqirus in writing within three (3) business days following discovery of the defect or damage. Upon receipt of such notice from a customer, Seqirus will conduct an investigation and if Seqirus agrees with the customer's determination, (i) Seqirus will use reasonable commercial efforts to supply replacement Product to the customer, or if no replacement Product can be supplied, Seqirus will, in its sole discretion, issue a credit note or refund to the customer for the rejected Product; and (ii) the customer must ship the defective or damaged Product in accordance with instructions provided by Seqirus. If Seqirus, in its sole discretion, determines in good faith that no defect or damage to Product exists, then the customer must accept delivery of such Product and pay the invoiced price for such Product. In the event that Seqirus determines that no defect or damage exists, then in such event Seqirus will not be deemed to be in breach of these Terms or have any further liability to the customer with respect to the alleged defect or damage.

A customer shall have the right to return to Seqirus up to ten percent (10%) of the total number of doses of each Product ordered on or before August 1, 2017 ("Returnable Doses"). For orders placed after August 1, 2017, there shall be no Returnable Doses. All Returnable Doses shall be returned by June 30, 2018 in accordance with the below instructions.

In the event the customer has not used or administered the Returnable Doses (or a portion thereof) prior to May 31, 2018, in order to return Returnable Doses the customer shall be obligated to (a) call Seqirus Customer Service at (855) 358-8966 prior to May 31, 2018 to notify Seqirus of the customer's intention to return the Returnable Doses and obtain from Seqirus a Return Goods Authorization number; and (b) ship the Returnable Doses (at the customer's sole cost and expense) to Seqirus, or its designee, prior to June 30, 2018 and in accordance with instructions provided by Seqirus. After receipt and confirmation of the Returnable Doses, Seqirus shall provide to the customer a credit equal to the number of Returnable Doses timely returned by the customer. Partially used multi-dose Product vials that are returned will not be eligible for reimbursement. Other than as described in this Section, customers may not return Product.

6. **Passage of Title; Risk of Loss.** All orders for Product are shipped F.C.A. (Incoterms, 2010) Destination. Title to Product and risk of loss of each shipment of Product will pass to the customer upon delivery to the destination designated by the customer in the customer's direct purchase account.

7. **Limitations on Marketing.** Customers may not sell, promote or market any Product in a manner that is, or engage in activities or efforts that are, disparaging or otherwise damaging to Seqirus, its Products and any associated goodwill therein. Customers may not hold themselves out as representatives or agents of Seqirus or otherwise as being entitled to bind Seqirus in any way, and customers must make clear in all dealings with other persons or entities that they are not acting as agents of Seqirus.

8. **Covenants of Customers.** By ordering any Product from Seqirus, each customer agrees that it will:
 - obtain and maintain all licenses and approvals that may be necessary for the use, administration, storage and marketing of each Product, as applicable to such customer, in the United States and its territories;
 - not initiate any contact with any governmental authority in relation to a Product without the express written consent of Seqirus, unless required by applicable law, and insofar as requests for information or correspondence in relation to a Product are made of a customer by a governmental authority, unless otherwise required by law, the customer must consult with Seqirus and keep Seqirus fully apprised of all such communications;
 - not make any representation to any person or entity nor give any warranties other than those printed on a Product's packaging, including the package insert for a Product, or included within promotional material or other Product information provided by Seqirus;
 - not administer or use a Product for indications not approved by a governmental authority or listed on a Product's packaging, including the package insert for a Product;
 - observe and comply with such storage, handling, stock control and operational practices and procedures of Seqirus in effect from time to time or as required by any governmental authority or applicable law;
 - observe and comply with Seqirus' adverse event and Product technical complaint reporting procedures and procedures regarding provision of medical information in effect from time to time;
 - execute any recall or withdrawal of a Product from the market in accordance with procedures of Seqirus in effect from time to time; and
 - comply with applicable law or any other applicable requirements imposed by a governmental authority relating to any Product including, but not limited to, any reporting requirements related to discounts or rebates provided by Seqirus pursuant to 42 U.S.C § 1320a- 7b(b)(3)(A) and/or 42 C.F.R. § 1001.952(h)(1), other federal or state laws, or agreements with third-party payers.

9. **Disclaimer of Warranties; Withdrawal of Product Approval.** Seqirus makes no representation or warranty and gives no undertakings in relation to the grant (by any date or at all) of the licenses or authorizations required to market, manufacture or release for export Product lawfully in the United States or its territories, or the maintenance of such licenses and authorizations, and customers will have no claim against Seqirus arising out of any failure to obtain the grant or renewal of, or otherwise maintain, such licenses and authorizations. Seqirus will promptly notify customers in writing of any withdrawal of a Product's United States Food and Drug Administration approval or of a Product's material noncompliance with United States Food and Drug Administration standards. At the request of Seqirus, customer agrees to return to Seqirus, at Seqirus' sole cost and expense, any allegedly defective Product owing to the withdrawal of a Product's approval or a determination of material non-compliance by Seqirus or a governmental authority.

10. **Modification of Product.** Subject to compliance with applicable laws and regulations, Seqirus may, in its sole discretion, at any time and from time to time, modify a Product as it deems appropriate or necessary or as may be required by any governmental authority, including changes in design, production or packaging of a Product or withdrawal of a Product in response to a governmental authority action, without liability to customers of any kind.

11. **Use of Trademarks.** Customers shall not use Product trademarks for any purpose other than as expressly necessary to exercise their rights and perform their obligations under these Terms. Customers shall not use any other trade name or trademark of Seqirus, other than the trademarks set forth in these Terms, to the extent permitted in the foregoing sentence. Customers must ensure that each reference to and use of a Product trademark is accompanied by an acknowledgement that the same is a registered trademark of Seqirus. Seqirus may request copies of examples of a customer's use of a Product trademark or any other trademark of Seqirus

in order to assess compliance with this Section. Customers will not acquire any rights in respect of any trade names or trademarks of Seqirus (including any Product trademarks) or of the goodwill associated therein and all such rights and goodwill are, and will at all times remain, vested in Seqirus. Other than as is set forth in these Terms, no license, express or implied, is granted to customers by Seqirus under any intellectual property rights, including those of Seqirus' affiliates.

12. **Limitations on Use of Intellectual Property.** Customers may not: (a) make any modification to a Product or its packaging; (b) alter, obscure, remove or tamper with any trademarks, markings, numbers, labels, indication of the source of origin, or other means of identification used on, or in relation to, a Product; (c) use a Product trademark in any way which might materially prejudice its distinctiveness or validity or the goodwill of Seqirus therein; (d) use any trademarks other than those set forth herein in relation to Product; or (e) use or make any application for registration in the United States of any trademarks or trade names so resembling any trademark or trade name of Seqirus as to be likely to cause confusion or deception.
13. **Government Payment Programs.** By ordering a Product, each customer represents and warrants to Seqirus that neither it, nor any individual employed by it, is currently included in the Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities or in the General Services Administration List of Parties Excluded from Federal Procurement and Nonprocurement Programs. Each customer must notify Seqirus immediately and in writing if the customer or any individual employed by it is excluded or becomes reasonably subject to exclusion from a Federal Healthcare Program as defined by 42 U.S.C. § 1320a-7b(f). If a customer or any individual employed by a customer is excluded or becomes reasonably subject to such exclusion from a Federal Healthcare Program, Seqirus will have the right to immediately terminate any outstanding order submitted by such customer and to refuse acceptance of any further orders from such customer.
14. **Confidential Information.** By ordering a Product, each customer agrees that any and all information it obtains regarding Seqirus in connection with a purchase of such Product, including pricing information and all other contract information, is confidential information of Seqirus. Each customer's obligations under this Section will remain in effect for a period of three (3) years from the date that the last order was submitted by such customer under these Terms. By ordering a Product, each customer (a) agrees that it will not disclose Seqirus' confidential information to any third party without the prior written consent of Seqirus (except as required to comply with law or court order); (b) may disclose Seqirus' confidential information to its employees and/or independent contractors only to the extent that such employees and/or independent contractors are reasonably required by their duties to have knowledge of such confidential information, and provided that such employees and/or independent contractors are contractually obligated to hold such confidential information in confidence and to otherwise comply with these Terms; (c) agrees that it will not hold Seqirus or its employees liable for any errors or omissions in Seqirus' confidential information; and (d) agrees to use reasonable care to safeguard Seqirus' or its affiliates' confidential information and make no misuse of such confidential information. By ordering a Product, each customer acknowledges that any and all confidential information disclosed by Seqirus to such customer is and will remain the property of Seqirus. Seqirus makes no representation or warranty, express or implied, as to the accuracy and completeness of its confidential information. By ordering a Product, each customer agrees to return any Seqirus' confidential information promptly upon written request and to retain no copies or excerpts of such confidential information.
15. **Force Majeure.** Seqirus will not be under any liability to customers for failure or delay in the performance of any obligation hereunder or part thereof to the extent and for the period that such performance is prevented by reason of Force Majeure if Seqirus gives written notice of an event of Force Majeure to the affected customer within thirty (30) business days of the occurrence of such event of Force Majeure. If the performance by Seqirus of these Terms or any order submitted by a customer is prevented for a period exceeding ninety (90) days from the date of such notice, the affected customer may terminate all outstanding orders submitted by such customer (which, for the avoidance of doubt, will not affect such customer's obligations to pay amounts invoiced for any Product previously delivered) by providing written notice to Seqirus, and thereafter (as well as during the period from the occurrence of the Force Majeure through and after such termination) Seqirus will have no liability to such customer under these Terms or the cancelled order(s). "Force Majeure" means any cause preventing or hindering the performance of these Terms or any

orders arising from or attributable to acts, events or circumstances beyond the reasonable control of Seqirus, including, without limitation, epidemics of disease, acts of God, shortage of materials, war (declared or undeclared), labor disputes, accidents, acts of terrorism, fire, breakdown of machinery, influenza epidemic or pandemic, government requisition or impoundment or other acts of any governmental authority, riot or civil commotion and any other acts, events or circumstances beyond Seqirus' reasonable control whether or not similar to the above causes.

16. **Warranties of Seqirus.** Seqirus makes the following warranties with respect to a Product ordered by customers under these Terms: (a) at the time of delivery to the destination designated by the customer in the customer's direct purchase account, all Product will materially conform to the quality, identity, and strength standards of Product as described in the Product's U.S. Biologics License Application, as amended, modified or replaced; (b) no Product bearing Seqirus' name is adulterated or misbranded (within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as such Act is effective at the time of delivery) at the time of delivery to the destination designated by the customer in the customer's direct purchase account and no Product is prohibited from being introduced into interstate commerce; and (c) all Product, when delivered to the destination designated by the customer in the customer's direct purchase account, will have been manufactured in substantial compliance with current good manufacturing practices, as specified in the United States Code of Federal Regulations (21 CFR Part 210 & Part 211), and any other applicable laws or regulations. **This Section sets forth Seqirus' sole and limited warranties with respect to Product supplied to customers. To the maximum extent allowed by law, except as unambiguously and expressly set forth in this Section, Seqirus specifically disclaims, and, by ordering a Product, each customer is expressly waiving and releasing Seqirus from all other warranties, conditions and terms regarding or relating to a Product (whether used alone or with other substances or materials) that may have been provided to a customer or otherwise that might have effect between a customer and Seqirus or be implied into these Terms, a Product order, or any other collateral contract, whether by statute, common law or otherwise and whether express, implied or otherwise, including all implied warranties, conditions or terms of merchantability, quality, fitness for a particular purpose and non-infringement.**
17. **Limitation on Warranties of Seqirus.** Seqirus will not be liable to any customer, and, by ordering Product, each customer is expressly waiving and releasing Seqirus from any liability, with respect to a Product (an "**Uncovered Product**") that (a) has been tampered with or in any way altered or modified after delivery to the customer's designated destination; (b) has been subject to misuse, negligence or accident after delivery to the customer's designated destination; (c) has been stored, handled, maintained, administered or used in a manner contrary to regulatory requirements, the labeling of a Product or Seqirus' instructions, or otherwise not as originally intended, after delivery to the customer's designated destination; or (d) has passed its expiration date. The warranties contained in Section 16 herein will not apply to any such Uncovered Product.
18. **Limitation on Damages. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT WILL SEQIRUS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES RELATING TO LOSS OF USE, INCOME OR PROFIT, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE MARKETING, SALE OR USE OF A PRODUCT, INCLUDING DAMAGES RESULTING FROM ANY NEGLIGENCE OR BREACH OF ANY OBLIGATION IMPOSED ON ANY CUSTOMER. THE EXCLUSIVE REMEDY OF A CUSTOMER ORDERING A PRODUCT FROM SEQIRUS FOR CLAIMS WITH RESPECT TO THESE TERMS OR ANY ORDERS SUBMITTED BY SUCH CUSTOMER WILL BE PURSUANT TO THE INDEMNIFICATION PROVISIONS SET FORTH IN SECTION 19 BELOW.**
19. **Indemnification by Seqirus.** Seqirus will defend, indemnify and hold harmless each customer ordering a Product and such customer's respective directors, officers, employees and agents (each such person, an "**Indemnitee**"), from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including interest, penalties and reasonable attorneys' fees) and judgments ("**Damages**") directly arising out of any material breach of any representation or warranty set forth in Section 16 (as limited by Section 17) or any material default by Seqirus under these Terms, provided that Seqirus will not, in any case, be obligated to defend, indemnify or hold harmless any Indemnitee from any such Damage which results

from the misconduct or negligence of an Indemnitee (including, for the avoidance of doubt, any Damage that results in a Product becoming an Uncovered Product).

20. **Indemnification by Customers.** By ordering a Product, each customer agrees to indemnify, defend and hold harmless Seqirus and Seqirus' directors, officers, employees and agents from and against any and all Damages directly arising out of (a) any infringement by such customer of any intellectual property rights of Seqirus or third parties; (b) any material breach of any representation or warranty of such customer made in these Terms or any material default by such customer hereunder or under any order submitted by such customer; and (c) any action by such customer, its directors, officers, employees or agents with respect to any Product resulting in such Product becoming an Uncovered Product.
21. **Survival of Indemnification Obligations.** The indemnification obligations pursuant to Sections 19 and 20, with respect to Seqirus and each customer ordering a Product hereunder, will survive for a period of three (3) years following the date on which the last order for a Product is submitted by such customer under these Terms.
22. **Insurance.** Each customer ordering a Product from Seqirus must maintain, for not less than three (3) years from the date of the last order submitted by such customer hereunder, such type(s) and amount(s) of insurance coverage that is normal and customary for persons or entities similarly situated insuring the customer against any liabilities arising under the foregoing indemnities as are reasonably insurable. Each customer ordering a Product from Seqirus must at all times be in compliance with all insurance requirements of any governmental authority and applicable law.
23. **Termination.** In addition to all other rights of termination specified herein, Seqirus may terminate any orders submitted by a customer by notice to the customer, having immediate effect, if (a) the customer commits a material breach of any of the provisions of these Terms or such Product order, and in the case of a material breach capable of remedy, the customer fails to remedy the breach within thirty (30) days of receipt of a notice giving particulars of the breach and requiring it to be remedied; (b) the customer commences a voluntary proceeding in bankruptcy or an involuntary proceeding in bankruptcy is commenced against the customer; (c) the customer makes any arrangements with creditors, whether voluntary or in compliance with an administrative order or similar event; (d) the customer goes into involuntary liquidation or otherwise ceases or threatens to cease to carry on business or takes or suffers any similar action in consequence of debt; or (e) as a result of any action taken by a governmental authority, it becomes commercially impracticable or impossible for Seqirus (as determined in its discretion) to supply any Product ordered by the customer.
24. **Consequences of Termination.** Upon the termination or expiration, for any reason, of an outstanding order submitted by a customer and/or these Terms (a) the customer will have no claim against Seqirus for compensation for loss of rights to use, administer, market or promote a Product, loss of goodwill or any similar loss; (b) Sections 3-4, 9-14, 17-22, and 24-27 will continue in full force in accordance with their terms for a period of three (3) years from the date of termination (or such longer period as may be specified in such sections); and (c) all outstanding unpaid invoices will become immediately due and payable and Seqirus will have no further obligation to deliver any Product. Termination or expiration of an outstanding order will be without prejudice to any rights that have accrued to the benefit of a party prior to such termination or expiration.
25. **Notice.** All notices, requests, demands and other communications which are required or may be given hereunder must be in written or electronic form, and will be deemed delivered (a) on the date of delivery when (i) delivered by hand or (ii) sent by reputable overnight courier maintaining records of receipt and (b) on the date of transmission when sent by facsimile or other electronic transmission during normal business hours with confirmation of transmission by the transmitting equipment (if confirmed by delivery in a method described in clause (a) within two (2) business days after its delivery by facsimile or other electronic transmission). All such communications by Seqirus to a customer will be to the contact person listed at the "Ship To" address in the direct purchase account established by such customer. All such communications by a customer to Seqirus must be sent to the attention of the Customer Service Dept., Seqirus USA Inc., 25 DeForest Avenue, Suite 200, Summit, NJ 07901 or customerservice.us@seqirus.com.

26. **Governing Law.** These Terms are governed by and construed in accordance with the substantive laws of the State of Delaware without regard to its conflict of laws provisions or any choice of law rule or principle that might otherwise require or permit the application of the laws of another jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of the Delaware Superior Court or the Delaware Court of Chancery, each located in New Castle County, Delaware and, if removed, to any federal courts sitting in the City of Wilmington, Delaware, and waives any rights it may have to jury trial with respect to any action or proceeding arising out of or relating to these Terms or any purchase of Product.
27. **Entire Agreement.** Unless otherwise agreed between a customer and Seqirus, these Terms and each order for a Product submitted by a customer contain all the terms and conditions which Seqirus and such customer have agreed to in relation to the purchase of a Product. By submitting an order for a Product, each customer agrees that it is not relying on, and will have no remedy in respect of, any statement, representation, warranty, collateral contract or other assurance (whether negligently or innocently made) of any person or entity other than those expressly set out as a warranty in these Terms and the applicable order, and that, except as otherwise provided herein, the only remedy available to it for breach of the warranties set forth herein is for breach of contract under these Terms.
28. **Non-Assignment.** Customers may not assign or delegate these Terms or any of the rights or duties arising hereunder without the prior written consent of Seqirus and any attempt to so assign or delegate will be void and of no effect. Seqirus may, without the prior written consent of a customer, assign or delegate these Terms, together with any applicable order, and its rights and obligations hereunder and thereunder. Seqirus may perform any and all obligations under these Terms and all applicable orders through any Seqirus affiliate or a third party contractor.
29. **Modification to the Terms.** These Terms may not be supplemented, deleted, modified, amended or otherwise changed with respect to a customer's purchase of a Product made prior to the effective date of such change except by mutual written agreement of Seqirus and such customer. Seqirus may supplement, delete, modify, amend or otherwise change these Terms from time to time in its sole discretion with respect to purchases of a Product made after the effective date of such change.
30. **Severability.** In the event that any one or more of these Terms is held invalid, illegal, or unenforceable, such provision or provisions shall be severed and the remaining Terms shall remain binding and effective.