

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

### 1. SCOPE.

- a. These terms and conditions (the “**Terms**”) between Matrix Sciences, Inc. (“**Service Provider**”) and the Client (the “**Client**”) relating to certain Services as requested by the Client (as defined below), govern the relationship between Service Provider and Customer.
- b. A **Service Request Form, Analysis Request Form (ARF), or Statement of Work (SOW)** is any document, in any form, including without limit email, fax, scan or Internet request, that acts as a service request for testing services, consulting services, or both, and sets out the requested services to be provided to Client by Service Provider or its agents (the “**Services**”). Client agrees that when Client signs or submits a SOW or other service request form or otherwise indicates Client’s acceptance of services (e.g. verbally via telephone at the Client’s desire to place and approve a service request verbally), an agreement will be formed between Client and Service Provider for the provision of the Services which will be governed exclusively by these Terms (unless a Master Services Agreement is executed by both parties).
- c. If for any reason the SOW is not signed by Client, Service Provider is entitled to assume that any conduct by Client or Client’s agents that recognizes the existence of a contract pertaining to the subject matter of the SOW, including but not limited to Client providing samples to Service Provider is acceptance by Client of these Terms. Nothing in these Terms prevents Service Provider from providing the same or similar services to those contemplated herein or in any SOW to any other clients.
- d. Services may include, but are not limited to, the provision of an online software application by Service Provider to Client for Client to access and use for testing results and potential other uses (as defined below) which is offered by Service Provider for use by its clients (collectively, with any updates or enhancements thereto, the “**Software Platform**”). As used herein, “**Software Platform**” means the host system, Internet infrastructure and application platform and any other communication systems, network connections and interfacing capabilities used by Service Provider in order to provide Client the ability to use a software application, and related applications to allow an online user interface to access Client test results and other Client information on the Software Platform.

### 2. SERVICE PROVIDER’S RESPONSIBILITIES.

- a. Service Provider shall perform the Services in a professional manner, consistent with industry practices, laws and regulations applicable to the Services.
- b. Service Provider will have sole control and discretion over the means, methods, techniques, equipment, sequences and procedures its uses to perform the Services, without having to confer with, or obtain the consent or approval of, Client.
- c. Service Provider will comply with all applicable federal, state and local laws, rules and regulations applicable to the performance of its obligations under this Agreement.
- d. Service Provider shall provide Client with the results of the Services performed (“**Test Results**”) in an agreed upon format or otherwise, at Service Provider’s discretion, including without limitation, in a certificate of analysis, a written report, or any other form of deliverable created by Service Provider hereunder (each a “**Test Report**”). Service Provider will provide Client with the results of Consulting Services in the form of observations, findings, advice and/or recommendations in a written report (“**Deliverables**”) in an agreed upon format or otherwise, at Service Provider’s discretion (“**Consulting Report**”). Client understands and agrees that the Test Results and any Reports will be based solely upon the information and materials Client supplies to Service Provider. The Results and Reports are intended for use by persons having sufficient professional skill and training in the interpretation of such information. Interpretation of any Results or Reports is Client’s sole responsibility. Service Provider assumes no responsibility, and Client waives and releases Service Provider, its employees, officers, directors, agents, advisors, and representatives from all actions, proceedings, claims, lawsuits, causes of action, losses, verdicts and judgments either at law or in equity or arising under a statute, demands, claims of any nature, costs and expenses or otherwise resulting from interpretation and use of such Results or Reports or Client’s use or non-use of any Software Platform and any data or information in connection therewith.
- e. If Service Provider receives a request from a regulatory authority, government or by judicial process is asked to disclose Confidential Information which may include Test Results and Reports of the Client then Service Provider(i) will use reasonable efforts to promptly give the Client notice of such required disclosure in order to afford the Client adequate opportunity to seek a protective order or other legal remedy to prevent the disclosure, (ii) will reasonably cooperate with the Client’s efforts to secure such a protective order or legal remedy, and (iii), if efforts seeking such order or remedy are unsuccessful, will disclose what is legally required of Service Provider pursuant to applicable laws and regulations and that such disclosure in no way violates these Terms.

### 3. CLIENT’S RESPONSIBILITIES.

- a. Client hereby represents and warrants that it has the full right and authority to enter into a Client SOW and agrees that these Terms apply.

- b. Client may desire or Service Provider may require Client to designate a person or entity to act as Client’s authorized representative with respect to the Services (“**Representative**”). Such Representative shall have complete authority to provide instructions, samples and direct the Services, receive information and data, and to order, at Client’s expense, additional services from Service Provider. Client further agrees that any additional services ordered by Client or its Representative will be considered “**Services**” hereunder subject to these Terms.
- c. Client or Representative may designate third parties who are authorized to receive copies of Results or Reports, and Service Provider shall assume that they are so authorized until Service Provider is notified in writing otherwise.
- d. Client shall allow Service Provider’s employees, officers, directors, agents, and representatives reasonable access to Client’s facilities as necessary to perform the Services. Client shall be responsible for providing a safe work place and working conditions for Service Provider’s employees, agents, and representatives.
- e. Client acknowledges that Client is solely responsible for determining whether the Services will achieve the results Client is seeking. Client represents and warrants that (i) it has sufficient and reasonable commercial knowledge and experience with respect to applicable laws and regulations related to its products and business, (ii) that Client is in material compliance with all applicable laws and regulations, including but not limited to, export and data privacy laws and regulations of any relevant jurisdiction with respect to Client’s use of any Software Platform.
- f. Client assumes all responsibility for the compliance of its products and the compliance by any and all persons or entities authorized by Client to provide Client Content (as defined below) (collectively, “**Third Party Content Providers**”) and other subcontractors and suppliers of Client with and under any and all applicable Laws. Client shall independently confirm compliance with any applicable Laws and shall not rely solely upon Results or Service Reports furnished by Service Provider to confirm such compliance.
- g. Client acknowledges and agrees that implementing a withdrawal or recall of products based on the Results, including interim or preliminary Results, is Client’s sole decision, sole regulatory, legal and financial responsibility and at Client’s sole risk. To the extent practicable, Client shall give notice to Service Provider of any market withdrawal or recall of products based on the Results Service Provider provides Customer.
- h. Client shall only permit Client Content (as defined below) to be provided to Service Provider to the extent for which Client has all permissions, approvals and legal rights necessary to provide such Client Content for use by Service Provider and potential storage within any applicable Software System, and Client represents and warrants that all Client Content provided in connection herewith does not and will not infringe or otherwise violate any third party intellectual property rights or applicable law. Client shall be solely responsible for any legal liability arising out of or relating to Client Content. “**Client Content**” means data, reports, test results, audits, certificates, documents or other information provided to Service Provider in any form or uploaded to any Software System by or on behalf of Client, but expressly excluding any Confidential Information of Service Provider.
- i. Service Provider shall have the right at any time to use Client Content for analytical purposes, including to improve and enhance its technology and to generate statistical information. Service Provider may make such analytical and statistical information available to third parties, but only on a de-identified or aggregated basis. Client hereby grants Service Provider the following perpetual, non-exclusive, irrevocable, paid-up, royalty free, worldwide licenses: (a) the license, with right to sub-license to Service Provider’s service providers, to reproduce, internally distribute, internally display, create derivative works of, and use Client Content for the analytical purposes described above and to generate aggregated or de-identified (anonymized) data; and (b) the license, with right to sub-license, to make, have made, sell, offer for sale, use, import, reproduce, distribute, display, perform, and make derivative works of aggregated or anonymized data.
- j. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE TO NOTIFY SERVICE PROVIDER IMMEDIATELY IN THE EVENT OF ANY USER OF THE SOFTWARE PLATFORM AND/OR ANALYTICS PLATFORM WHO IS TERMINATED, RESIGNS OR OTHERWISE NEEDS TO HAVE ACCESS DISABLED IN ORDER TO PREVENT THE UNAUTHORIZED ACCESS OR USE OF INFORMATION.

#### 4. RECORD RETENTION AND SAMPLE MANAGEMENT.

- a. Client acknowledges that, due to the nature of the Services to be conducted, Service Provider is under no obligation at any time to return or dispose of samples or other materials provided by Client to Service Provider for testing or analytical services.
- b. Service Provider shall retain all relevant records relating to the Services performed for Client (including, but not limited to Reports, Results and Client Content) for five (5) years from the date the Services are performed, or as otherwise required by law (the "Retention Period"). Within a reasonable period of time following submission of a written request by Client at any time during the Retention Period, Service Provider shall deliver to Client in original data format any Client Content uploaded and stored by Client within a Software System. Upon the expiration of the Retention Period, Service Provider will have the right to destroy or otherwise dispose of any and all records relating to the Services in its possession. Client will pay all reasonable expenses incurred by Service Provider in transferring Client Content and other records to Client.

#### 5. FEES AND PAYMENTS.

Unless otherwise stated in the SOW, all prices for the Services are expressed in US dollars, and all amounts payable are exclusive of tax. Unless otherwise stated in the applicable SOW, Client shall pay Service Provider for performance of the Services and all related expenses in accordance with Service Provider's invoices, which shall be paid within thirty (30) days of the date of invoice. Any balance remaining unpaid after the due date may be subject to a service charge of 1.5% per month until paid, but in no event shall such charge exceed the rate permitted by applicable law. Refunds of all amounts owed by Service Provider, if any, upon resolution of such dispute will be made within fifteen (15) days after resolution of such dispute. Client will continue to pay Service Provider for all Services set forth in any active SOW except those disputed in good faith. Client's failure to make payments within sixty (60) days of the date of invoice shall be deemed a material breach and default of these Terms. If legal action or collection proceedings are necessary to enforce Client's payment obligations, Client shall be liable for Matrix's costs relating to invoice collection, including, court costs, filing fees all and attorney's fees. Service Provider reserves the right, prior to performing any Services, to require from Client satisfactory security for performance of Client's obligations. If Client fails to furnish satisfactory credit information, or if its account is in arrears, Service Provider may, at its option, postpone further performance until the account is brought current or terminate any active SOW.

#### 6. CLIENT CANCELLATIONS.

Other than for routine testing Services, if Service Provider receives a written cancellation or postponement notification from Client during the ten (10) business day period preceding the date of a scheduled Service, then Service Provider may charge, and Client agrees to pay to Service Provider the equivalent of 75% of the contracted rate for the Services for each day cancelled or postponed, plus expenses already incurred by Service Provider. If such notification is received between the eleven (11) and fifteen (15) business day period preceding the date of a scheduled Service, Service Provider may charge, and Client agrees to pay Service Provider 50% of the contracted rate for the Services per day for each day cancelled or postponed plus any expenses incurred as of that date. Client acknowledges that the actual damages likely to result from cancellation or postponement of scheduled Services are difficult to estimate on the date hereof and would be difficult for Service Provider to quantify insofar as cancellation or postponement may impact Matrix's reputation or require Service Provider to provide non-monetary concessions to its suppliers and contractors, and it would be difficult to re-engage other work in such short notice. Client agrees, therefore, that amounts specified above constitute a reasonable measure of damages given the nature of the losses that may result, and any such payments are not intended to serve as penalties for any such action by Client.

#### 7. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

- a. Unless required by law, neither party may disclose the other party's confidential information, including these Terms and any detail related to the SOW, without prior written consent of the disclosing party. Confidential Information" means all information or items (including information, data and materials relating to current or prospective products and processes) made available (whether intentionally or otherwise) to a party or its affiliates or subcontractors, or its or its affiliates' or its subcontractors' employees, agents and other representatives, by or on behalf of the other party, relating to the business, operations, products, affairs, technologies, test methods, know-how, software, plans and strategies of such other party, whether observed or provided orally, in written, graphic or electronic form, or in the form of samples, and whether or not marked, labeled or otherwise identified as "confidential" or "proprietary". If required by law to make any disclosures, Service Provider reserves the right to seek reimbursement from Client for reasonable costs associated with the preparation and submission of Results, Service Reports or other Client confidential information. If Client is granted access to Service Provider's facilities, Client may be exposed to Service Provider's confidential and proprietary information, which shall remain the sole property of Service Provider, and Client agrees to keep such information confidential and shall not use or disclose it to any third party without Service Provider's prior written consent.
- b. Any Report, Deliverables or Results furnished by Service Provider is furnished solely for the benefit of Client and its Representatives and the contents of any such Report or Results shall be the confidential property of Client. Client shall not at any time misrepresent the content of any Report, Deliverables or Results, or other information received from or relating to Service Provider or its work on behalf of Client.
- c. Client shall not, without Service Provider's prior written consent, (i) use Service Provider's name, trademark, or logo; or (ii) use any Results, Deliverables or Report in any manner which may cause harm to Service Provider's reputation and/or its business.
- d. Service Provider, and/or its third-party providers and licensors, shall at all times retain ownership of all rights, title and interest in and to all Software Platforms and any copies and parts thereof (including all enhancements, revisions, updates, modifications, supplements, interim works and derivative works thereto), any related technical know-how and all copyright, patent and other intellectual property rights therein. Client understands that, from time to time, Client may provide information to Service Provider on which Service Provider may partly rely to design, structure or develop a modification, improvement, or update to the Software Platform. ("Developments"). Client hereby consents to Service Provider's use of such information to design, to structure or to determine the scope of such Developments and acknowledges and agrees that any such Developments shall be, and shall remain, the sole and exclusive property of Service Provider. Client will have no rights, ownership or interest in or to any Software Platform except for (as applicable) a limited license for use, and Service Provider expressly reserves all rights not otherwise specifically granted thereunder.
- e. Client will retain intact and will not modify or remove any of Service Provider's or its licensors' or providers' trademarks, service marks, logos, copyright and/or trademarks designators or makings, ownership indicators from any Results, Reports, Deliverables or other report forms, splash or display screens, printout pages, or other forms of retrieved data or displays of any Software Platform. Client acknowledges and agrees that a copyright notice shall not cause, or be deemed or construed as causing, any Software Platform or documentation to be a published copyright work or to be in the public domain.
- f. Except to the extent specifically set forth in these Terms or in a SOW, no right to license whatsoever, either express or implied, is granted under any copyright, trade secret, trademark, trademark application, patent, patent application, or any other proprietary right now or hereafter owned or controlled by Client or Service Provider.

#### 8. LIMITATION OF LIABILITY.

**EXCEPT TO THE EXTENT OF THE LIMITED WARRANTIES SET FORTH IN SECTION 2 AND IN THIS SECTION 8, AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN OR IN ANY SOW, REPORT, RESULT, DELIVERABLE OR OTHER STATEMENT, SERVICE PROVIDER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR SOFTWARE PLATFORM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, DATA ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE.**

- a. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS EXPRESSLY INDICATED HEREIN OR IN ANY APPLICABLE SOW, THE SOFTWARE PLATFORM DESCRIBED HEREIN, AS WELL AS ANY UPDATES, MODIFICATIONS AND OTHER MATERIALS, AND SERVICES, ARE PROVIDED TO CLIENT ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE AND SECURITY OF THE SOFTWARE PLATFORM, AND THE WEBSITE IS WITH CUSTOMER. IN ADDITION, CLIENT EXPRESSLY AGREES THAT ACCESS TO THE SOFTWARE PLATFORM MAY BE LIMITED OR UNAVAILABLE DURING PERIODS OF PEAK DEMAND, SOFTWARE SYSTEM UPGRADES, MALFUNCTIONS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE OR FOR OTHER REASONS. SERVICE PROVIDER MAKES NO WARRANTIES REGARDING, AND DISCLAIMS ALL LIABILITY FOR, THE ACTS OR OMISSIONS OF THIRD PARTIES, ANY MATERIALS PROVIDED BY THIRD PARTY LICENSORS, HOSTS OR PARTNERS, ARRANGEMENTS WITH THIRD PARTIES, OR USE OF THIRD PARTY SITES, SYSTEMS OR SERVICES.
- b. UNLESS OTHERWISE AGREED, SERVICE PROVIDER’S LIABILITY TO CLIENT FOR BREACH OF THESE TERMS, ANY TERM OF AN SOW, OR OF ANY IMPLIED WARRANTIES, OR FOR ANY GROSS NEGLIGENCE OR OTHER WRONGDOING IN THE PERFORMANCE OF SERVICES OR OTHERWISE RELATED HERETO, IS LIMITED AT CLIENT’S OPTION, TO EITHER RE- PERFORMING THE SERVICE OR REFUNDING THE TOTAL FEE PAID IN RESPECT OF THAT PART OF THE SERVICE.
- c. SERVICE PROVIDER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES TO CLIENT OR ITS REPRESENTATIVES (i) FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE (INCLUDING WITHOUT LIMITATION, DAMAGES RELATED TO LOSS OF USE, INACCURATE RESULTS, LOST DATA OR LOST PROFITS) IN ANY WAY ARISING FROM THE SERVICES, USE OF THE RESULTS, THE SOFTWARE PLATFORM, ANY OTHER REPORT OR DATA PROVIDED OR OTHERWISE RELATED HERETO, INCLUDING FOR ANY CLAIMS IN ANY WAY ARISING FROM THE USE, PUBLICATION, INTERPRETATION OR ANALYSIS OF ANY CLIENT CONTENT OR (ii) FOR ANY CLAIM FOR ANY AMOUNT THAT EXCEEDS THE CHARGES PAID FOR THE SERVICES AT ISSUE.
- d. CLIENT ACKNOWLEDGES THAT THE RESULTS OF THE SERVICES PERFORMED ACCORDING TO THE SOW ARE NOT PRE- ORDAINED OR KNOWN IN ADVANCE. EACH BEGIN WITH AN UNKNOWN OUTCOME. SERVICE PROVIDER DOES NOT GUARANTEE, EITHER EXPRESS OR IMPLIED, THAT THE RESULTS WILL MEET THE ACCEPTANCE OR OTHER CRITERIA OR EXPECTATIONS OF THE CLIENT, AND SERVICE PROVIDER DOES NOT ACCEPT RESPONSIBILITY FOR FAILURE TO MEET ANY ACCEPTANCE OR OTHER CRITERIA.
9. INDEMNITY.
- a. Service Provider agrees to defend, indemnify and hold harmless Client, its directors, officers, representatives, agents, employees and contractors from and against any and all claims, demands, costs, (including but not limited to reasonable attorneys’ fees) or other cause of action (collectively “Claims”) which (i) is the proven direct result of Service Provider’s gross negligence or fraud in connection with the performance of the Services or (ii) results from a third party claim that any Software Platform in unmodified form infringes or misappropriates such third party’s proprietary intellectual property rights; provided, however, that the indemnity provided in subparagraph (A) shall not apply if the alleged infringement arises from: (A) use of Software Platform outside of the intended use, scope and license as granted by Service Provider to Client; (B) use of any Software Platform that has been modified or merged by Client with other programs; (C) Service Provider following the designs, specifications or written instructions of Client; (D) the use of any software in combination with other software or hardware not provided or approved by Service Provider; or (E) the Client Content processed by or stored within the Software Platform.
- b. Client agrees to defend, indemnify and hold harmless Service Provider, its affiliates and their respective officers, directors, agents, employees, representatives, advisors, and contractors from and against any and all Claims arising out of or relating to (except to the extent of any required indemnity of Client by Service Provider pursuant to Section 9.1 above) (i) the performance of the Services in accordance with these Terms or any SOW; (ii) Client’s use of any products reviewed or analyzed by Service Provider; (iii) the use of the Results, Deliverables or Reports or any other data or analysis provided by Service Provider hereunder; (iv) any Client Content; or (v) any unauthorized use of or access to the Software Systems.
10. DISPUTE RESOLUTION.
- Except with respect to non-payment by Client to Service Provider (which is governed by Section 5 of these Terms), any dispute between the parties relating to any SOW, these Terms, or the breach thereof shall be resolved by binding arbitration before a panel of three arbitrators in Chicago, Illinois, pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and each party expressly agrees to resolve any dispute hereunder exclusively in accordance with this provision. Each party shall choose one (1) arbitrator, and the third arbitrator shall be chosen by the two (2) arbitrators individually selected by the parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall apply the substantive law of the State of Illinois except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrators shall not award either party punitive damages, and the parties shall be deemed to have waived any right to such damages. The proceedings shall be confidential and the arbitrators shall issue appropriate protective orders to safeguard both parties’ confidential information. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys’ fees. The written decision of the arbitrators shall be final and binding and convertible to a court judgment in any appropriate jurisdiction the prevailing party in any proceeding brought hereunder shall be entitled to recover its costs and reasonable attorney’s fees, except that the fees of the arbitrator shall be split equally between the parties.
11. GENERAL CONDITIONS.
- a. These Terms and any open SOW orders may be terminated by Service Provider in the event of any default hereunder by Client or any breach of any material term hereof. If either party for any reason terminates the commercial relationship, Service Provider shall be paid in full for all Services performed and expenses incurred through the termination date, and the Client shall be provided with a report of Services conducted prior to termination.
- b. Client may not assign or transfer its obligations or interest in these Terms or any SOW without the prior written consent of Service Provider. Service Provider may assign or transfer some or all of its rights at any time provided such assignee assumes Service Provider’s obligations hereunder.
- c. Service Provider may, in its sole discretion, subcontract to other laboratories certain Services and is required to notate on any Certificate of Analysis which laboratory received the subcontracted work. Service Provider shall not be liable for any damages arising out of or in connection with the analysis provided by a subcontractor unless otherwise agreed to in writing between Client and Service Provider.
- d. Service Provider shall not be liable for delays or other problems caused by unforeseen circumstances, compliance with governmental requests, laws, regulations, failure of equipment or testing instruments or other media, or any other event beyond the reasonable control of Service Provider.
- e. The relationship between the parties hereunder is of Service Provider and/or its affiliates, subsidiaries and subcontractors serving as an independent contractor. No partnership, joint venture or agency is created through the provision of the Services.
- f. These Terms and any SOW represent the entire agreement between Client and Service Provider and supersede all negotiations, representations or agreements, written or oral, unless a Master Services Agreement is executed between the parties. In the event of any inconsistency, these Terms will prevail over the SOW unless otherwise agreed to in the SOW by both parties, and over any terms and conditions included in Client’s purchase order or any other document unless expressly accepted by Service Provider in writing. The obligations set forth in Sections 2, 3, 4, 5, 7, 8, 9, 10, 11 shall survive the termination of the commercial relationship between the parties.
- g. In the event that any of the provisions of these Terms are or become null or void, such provisions shall be deemed to have been deleted from these Terms and the remaining provisions hereof shall remain valid and enforceable.
- h. The laws of the State of Illinois (USA) shall govern the validity, interpretation and performance of these Terms and any SOW service orders. Section 10 Dispute Resolution governs the conflicts of laws rules.