

All Services provided by Saint Louis University (“University”) through the Research Microscopy and Histology Core are subject to the following terms and conditions.

1. Services and Materials. University shall perform the services which are more particularly described in a Service Order (the “Services”), attached hereto and incorporated herein. Service Recipient will supply all materials and data necessary for University to carry out the Services including without limitation, those materials and data that may require sourcing from a third party. Any reagents provided by Service Recipient not fully consumed at the conclusion of the initial Services shall be stored by University. Service Recipient may request that the reagents be returned or that additional Services be performed using such reagents for a time period not exceeding the earlier of the date of expiration of the reagents or one year after initial Services are performed with such reagents (the “Storage Period”). University accepts no liability for the return or storage of such reagents after the initial Service is complete. All unexpired reagents not returned at Service Recipient’s request at the end of the Storage Period shall be retained by University for its own use or disposed of at University’s sole discretion.

2. Terms of Payment. Following completion of the Services and compliance with all terms and conditions contained herein, the Service Recipient shall pay to the University the amounts as invoiced in accordance with a quote provided or prices as listed at time of Service Order. University reserves the right to change the fees for the Services at any time and shall use reasonable efforts to provide Service Recipient with prior notice of any change, but such changes shall not require Service Recipient consent.

University will submit invoices referencing this Agreement, a description of the Services provided, any fees and expenses relating to the Services performed in accordance with this Agreement, and if applicable, the purchase order number as provided by Service Recipient.

Service Recipient will make payments on undisputed invoices within 30 days of receipt of invoice, payable to Saint Louis University (Tax I.D. Number: 43-0654872) in United States dollars and sent to:

Saint Louis University by ACH payment through our Medical Center Lockbox:

Destination Bank: US Bank

Address: 7th & Washington, St. Louis, MO 63101

ABA Routing Number: 081000210

Beneficiary Name: St. Louis University Medical Center

Beneficiary Account: 152310863179

Reference: To ensure proper credit, please reference the invoice number

For billing inquiries, please contact mcfinance@health.slu.edu

3. Termination. This Agreement may be terminated without cause by either party upon ten (10) business days written notice to the other party. In the event of a default, this Agreement may be terminated by the non-defaulting party if the other party shall default in the performance of any material obligation under this Agreement and such default shall not have been cured within fifteen (15) days after written notice to cure such default. Upon termination of this Agreement the University will be paid fees and expenses for work completed through the effective date of such termination, except where such termination is due to a default of the University.

4. Indemnification and Insurance. Service Recipient shall release, indemnify, and hold the University, its trustees, officers, employees, students and agents (collectively, “University Indemnitees”) harmless from any

and all actual or threatened liabilities, claims, suits, actions, damages, settlements and expenses (collectively, "Claims") incurred by or claimed against the University, including reasonable attorney's fees, arising out of Service Recipient's breach of this Agreement or Service Recipient's use of the Service deliverables, except to the extent such Claims are caused by the gross negligence or willful misconduct of University Indemnitees. When the total value of the Services as set forth in Section 2 above exceeds \$10,000, Service Recipient shall maintain comprehensive liability insurance, through a reputable carrier with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. Service Recipient will provide the University with satisfactory proof of insurance upon request. Service Recipient shall immediately notify the University in writing of any lapse, cancellation or modification of the insurance coverage required herein. The terms and conditions of this Section shall survive expiration, termination and /or cancellation of this Agreement. University will in no way have any liability for the actions or inactions of any third party contracted by Service Recipient for activities related to the Services, including but not limited sequencing or data analysis.

5. Proprietary Information. The parties agree that, during the term of this Agreement and thereafter, they will take all steps necessary to hold each other's Proprietary Information in confidence, will not use the discloser's Proprietary Information for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining the other discloser's written consent. "Proprietary Information" means all information that (1) one party obtains from the other, or learns, conceives, or creates during its engagement by Provider, and (2) relates directly to the business of such party. Proprietary Information includes but is not limited to (a) trade secrets, inventions, mask works, ideas, processes, formulas, software (including source and object codes), data, programs, other works of authorship, artwork, know-how, improvements, discoveries, developments, designs, techniques and other copyrightable or patentable works; and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other employees of each party. Proprietary Information also includes information obtained by either party in confidence from third parties. However, information will not be considered Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by the recipient from a third party without confidential limitations; (3) it has been independently developed for recipient by personnel or agents having no access to the discloser's Proprietary Information; or (4) it was known to such recipient prior to its first receipt from discloser.

6. Intellectual Property. It is expressly agreed that neither the Service Recipient nor the University transfer by operation of this Agreement to the other party hereto any patent right, copyright, or other proprietary right that either party owns as of the commencement of the Services, except as specifically set forth herein.

7. General Terms and Conditions

7.1 Control. University retains the sole and exclusive right to control or direct the manner or means by which the Services described herein are to be performed.

7.2 Governing Law. This Agreement shall be governed by the laws of the State of Missouri.

7.3 Independent Contractor Relationship. The University's relationship with Service Recipient will be that of an independent contractor and nothing in this Agreement will be construed to create a partnership, joint venture, or employer-employee relationship. Service Recipient is not the agent of the University and is not authorized to make any representation, contract, or commitment on behalf of University.

7.4 Force Majeure. If either party is unable, by force majeure, to perform its obligations under this Agreement, that party shall be excused from the inception of any such inability. The term “force majeure,” shall mean any act, event, cause or occurrence rendering a party unable to perform its obligations, which act is not within the reasonable control of such party. In no event shall either party be liable to the other for incidental, consequential or any other damages resulting from an act of force majeure.

7.5 Disclaimer of Warranty. EXCEPT AS OTHERWISE PROVIDED HEREIN, UNIVERSITY MAKES NO WARRANTIES, EXPRESS, OR IMPLIED, CONCERNING THE RESULTS OF THE SERVICES OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH RESULTS; PROVIDED HOWEVER, THAT THE SERVICES WERE PERFORMED AND THE RESULTS GENERATED IN ACCORDANCE WITH THIS AGREEMENT AND ALL APPLICABLE LAWS, RULES AND REGULATIONS.

7.6 Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

7.7 Amendments. This Agreement may not be amended by either party, except by a written amendment executed by a duly authorized representative of each party.

7.8 Notices. Any notices pursuant to this agreement shall be sent by U.S. first class mail to the addresses set forth below, or to such other addresses as either party may designate to the other in writing. Delivery of any notice will be deemed to be effective five days after mailing, or on the date delivered if personal delivery.

If to University:
Saint Louis University
Pathology Department
Schwitalla Hall, 4th Floor
1402 S. Grand Blvd.
St. Louis, MO, 63104

7.9 Severability / Waiver. Should any provision in this Agreement be adjudicated void or illegal, all other provisions shall continue in full force and effect and remain binding upon the parties. Failure by either party to enforce one or more of the provisions contained herein shall not be deemed or construed to constitute a waiver of default or waiver of any other violation or breach of any of the terms contained herein.

7.10 Integration. This Agreement supersedes any and all other and past agreements, either oral or written, and contains the entire agreement of the parties.

7.11 Conflicts. In the event a conflict arises between the terms and conditions set forth in this Agreement and a Service Order, the terms set forth in this Agreement shall control.

7.12 Impact on Tax Exempt Status. University advises (a) that it is exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code, (b) that maintenance of such exempt status is of critical importance to the Institution and to its members, and (c) that University has entered into this Agreement with the expectation that there will be no adverse impact on its tax exempt status. As such, and if it becomes necessary, the parties agree to amend, modify or reform this Agreement as necessary (i) in order to ensure that there is no material adverse impact on University’s tax exempt status, and (ii) in a manner that preserves the economic terms of the Agreement as such are set forth in this Agreement.