

## **LICENSE AND SERVICE AGREEMENT**

This License and Service Agreement (the “Agreement”) is entered into by and between you (“CLIENT”) and Mérieux NutriSciences Corporation, on behalf of itself and each of its operating subsidiaries, (collectively “MXNS” or “Mérieux NutriSciences”).

**1. SERVICES:** CLIENT desires to obtain access rights to MXNS on-line systems and services, including, but not limited to, MyMXNS™, MyMXNSTM Mobile Application, TQIM™, Silliker WebOrdering, Silliker-eSTAR© and Silliker-eDASH© (collectively, the “MXNS On-Line Systems”), to manage, view or download services, results and/or reports (“CLIENT’s data”). MXNS hereby grants CLIENT a limited non-exclusive, non-transferable license to the MXNS On-Line Systems and certain related support services, with no right to sublicense. The license rights to MXNS On-Line Systems, does not include or imply any transfer of ownership. MXNS, or any third-party owning software incorporated in MXNS On-Line Systems, if any, retains ownership of the MXNS On-Line Systems and all related rights.

**2. ACCESS TO MXNS ON-LINE SYSTEMS:** CLIENT may access CLIENT’s data through confidential and specific codes established by CLIENT and MXNS shall grant access to an Authorized User(s) (as defined herein) to access the MXNS On-Line Systems on CLIENT’s behalf. “Authorized User” means: (1) CLIENT, whereby the CLIENT has entered into a prior agreement for services with MXNS, or (2) an employee, supplier, customer, and/or representative of CLIENT which has been granted authorized access to the MXNS On-Line Services by CLIENT. CLIENT shall provide written notice to MXNS of any and all Authorized User(s) for MXNS On-Line Systems access. CLIENT shall add or remove individuals to and from its list of Authorized Users by notifying MXNS in writing. CLIENT shall be solely responsible for immediately denying access rights and removing Authorized Users from the MXNS On-Line Systems, whether an Authorized User’s employment or contract is terminated, the Authorized User changes position or otherwise. CLIENT shall not grant access rights or share passwords with individuals who are not listed as Authorized Users. CLIENT agrees that it is ultimately responsible for all Authorized Users’ access and all indemnity obligations as set forth below. CLIENT may transfer from MXNS On-Line Systems data to its drive or other electronic storage device as a backup or for management purposes.

**3. USE OF INFORMATION:** All data provided in the MXNS On-Line Systems should be used as a reference only. Data that is reported in the MXNS On-Line Systems may include information provided by CLIENT or third parties. MXNS assumes no responsibility for the completeness or accuracy of any data provided by a third party. CLIENT understands and agrees that in the event there is a discrepancy between any of CLIENT’s data on MXNS On-Line Systems and a hard copy of a certificate of analysis, an audit report, or any other deliverable (each a “Service Report”), such Service Report will control. Final results will be issued by Mérieux NutriSciences to CLIENT upon completion of analysis. Mérieux NutriSciences assumes no responsibility for any actions taken by CLIENT or any third party based on the synopses provided in the MXNS On-Line Systems. CLIENT may not at any time misrepresent information delivered through the MXNS On-Line Systems.

**4. CONFIDENTIALITY OF INFORMATION:** Unless otherwise directed by CLIENT, MXNS shall not provide access to CLIENT's data to individuals not listed as an Authorized User. MXNS is not responsible for unauthorized access to CLIENT's data in the event CLIENT has failed to provide MXNS with written notice of removal of an Authorized User or if CLIENT fails to deny access to users. MXNS shall take reasonable precautions to protect CLIENT's data; however, CLIENT acknowledges that electronic devices may be lost or stolen, and the transmission, processing or storage of sensitive information on such devices creates certain security risks that MXNS cannot mitigate, including without limitation onward dissemination of CLIENT content. MXNS cannot control CLIENT's data once it has been downloaded from the MXNS On-Line Systems. MXNS shall not be responsible for the content of CLIENT's data after CLIENT and/or Authorized Users download data from the MXNS On-Line Systems.

**5. INDEMNIFICATION:** CLIENT shall defend, indemnify and hold harmless MXNS, and its officers, employees and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any and all liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) that may be incurred by or imposed upon the Indemnitees, or any of them, in connection with any third party claim, suit, demand, action or judgment arising out of CLIENT's breach of any terms of this Agreement or any unauthorized use or access to the MXNS On-Line Systems.

**6. TERM:** This Agreement shall commence upon formal acceptance by CLIENT. By downloading or using any of the MXNS On-Line Systems, CLIENT formally accepts and agrees to these terms. This Agreement will automatically renew for successive one (1) year terms unless either party provides the other with notice of its intention not to renew at least sixty (60) days prior to the expiration date.

**7. TERMINATION:** MXNS may, at any time and without cause and/or prior notice, immediately terminate your access to the MXNS On-Line Systems under this Agreement if: (1) CLIENT is in default of this Agreement or any other agreements with MXNS and such default is not cured within thirty (30) days after written notice; (2) CLIENT is no longer a MXNS customer; (3) an Authorized User's access of the MXNS On-Line Systems may be unlawful; or (4) by request and/order from law enforcement, a judicial body, or other government agency. MXNS will not be responsible to CLIENT or any third party for any damages that result or arise out of such termination of CLIENT or any of CLIENT's Authorized User's access to the MXNS On-Line Systems.

**8. TERMS OF LICENSE:** CLIENT acknowledges that components of the MXNS On-Line Systems may belong to third-parties, and CLIENT undertakes for itself and on behalf of its Authorized User(s) not to copy, sell, loan, rent, retransmit, publish, reproduce, license, sublicense, or redistribute all or part of the MXNS On-Line Systems. Although MXNS has appropriate safeguards to assure reasonable access to the MXNS On-Line Systems, MXNS does not guarantee access to the MXNS On-Line Systems.

**9. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY: CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT CLIENT'S USE OF MXNS ON-LINE SYSTEMS IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT CLIENT'S USE OF THE**

**MXNS ON-LINE SYSTEMS IS AT CLIENT'S OWN RISK. ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY WARRANTY AS TO MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) IMPLIED BY COMMON LAW OR STATUTE ("IMPLIED WARRANTIES") AS TO THE LICENSE OR SERVICE INCLUDED HEREIN ARE EXCLUDED UNLESS THE EXCLUSION OF ANY SUCH IMPLIED WARRANTIES WOULD CONTRAVENE APPLICABLE LAW OR CAUSE ANY PART OF THIS AGREEMENT TO BE VOID. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF MXNS HEREUNDER ARE EXCLUSIVE. MXNS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO CLIENT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGE SUFFERED BY CLIENT IN ANY WAY ARISING FROM THE SERVICE, ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM OR ANY DATA SUPPLIED BY MXNS. MXNS'S LIABILITY TO CLIENT FOR BREACH OF ANY TERM OF THIS AGREEMENT OR OF ANY IMPLIED WARRANTIES, OR FOR ANY NEGLIGENCE OR OTHER WRONGDOING IS LIMITED TO \$100.**

**10. GOVERNING LAW:** In the event that any provision of this Agreement is or becomes null or void, such provision shall be deemed to have been deleted from this Agreement and the remaining provisions hereof shall remain valid and enforceable. This Agreement shall be governed by the laws (but not the conflict of law rules) of the State of Illinois (USA). Any litigation arising hereunder shall be resolved by a court of competent jurisdiction located in the State of Illinois. The prevailing party in any proceeding brought hereunder shall be entitled to recover its costs and reasonable attorney's fees.

Accept Terms & Conditions

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#### LEGAL DISCLAIMER

This synopsis of results should be used as a reference only. Merieux NutriSciences assumes no responsibility for any actions taken by you or any third party based on the synopses provided in your MyMXNS account. You may not at any time misrepresent the information delivered through your MyMXNS account.