

(1) **Applicability.** (a) These terms and conditions for services (these “**Terms**”) are the only terms that govern the provision of services by Standard Laboratories, Inc. (“**SL**”) to the party(ies) identified as the payor on the attached invoice (“**Customer**”). (b) The accompanying invoice (the “**Invoice**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Invoice, these Terms shall govern. (c) These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

(2) **Services.** SL has provided the services to Customer as described in the Invoice (the “**Services**”) in accordance with these Terms.

(3) **Customer's Acts or Omissions.** If SL's performance of its obligations under this Agreement is prevented, delayed or determined unsatisfactory by any act or omission of Customer or its agents, subcontractors, consultants or employees, SL shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention, delay or dissatisfaction.

(4) **Fees and Expenses; Payment Terms; Interest on Late Payments.** (a) In consideration of the provision of the Services by SL and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Invoice. (b) Customer shall pay all invoiced amounts due to SL within 30 calendar days from the date of the Invoice. Customer shall make all payments hereunder in US dollars by check or other acceptable form of payment. (c) All payments due to SL shall be remitted to 147 11th Avenue; Suite 100; South Charleston, WV 25303. (d) In the event payments are not received by SL within 30 calendar days after becoming due, SL may: (i) charge interest on any such unpaid amounts at the maximum amount permitted under applicable law, from the date such payment was due until the date paid; (ii) suspend performance for all future services until payment has been made in full; and (iii) withdraw any discount noted on the Invoice. (e) SL shall have the right to credit toward the payment of any monies that may become due SL hereunder, any sums which may now or hereafter be owed to the Customer or an affiliate of the Customer by SL or by an affiliate of SL.

(5) **Taxes.** Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder.

(6) **Confidential Information.** (a) All non-public, confidential or proprietary information of SL, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, “**Confidential Information**”), disclosed by SL to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of SL. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party. (b) Customer agrees to use the Confidential Information only to make use of the Services. (c) SL shall be entitled to injunctive relief for any violation of this Section.

(7) **Representation and Warranty.** (a) SL represents and warrants to Customer that it has performed the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. (b) SL shall not be liable for a breach of the warranty set forth in Section 7(a) unless Customer gives written notice of the defective Services, reasonably described, to SL within 14 calendar days of the time when Customer discovers or ought to have discovered the defective Services. (c) Subject to Section 7(b) SL shall, in its sole discretion, either: (i) re-perform such Services; or (ii) credit or refund the price of such Services at the pro rata contract rate. **(d) THE REMEDIES SET FORTH IN SECTION 7(c) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SL'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 7(a).**

(8) **Disclaimer of Warranties. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 7(a) ABOVE, SL MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(9) **Limitation of Liability.** **(a) IN NO EVENT SHALL SL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER SL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED**

OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. (b) IN NO EVENT SHALL SL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SL PURSUANT TO THE APPLICABLE INVOICE.

(10) **Termination.** In addition to any remedies that may be provided under this Agreement, SL may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Customer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

(11) **Waiver.** No waiver by SL of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by SL. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(12) **Force Majeure.** SL shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of SL including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 60 days, Customer shall be entitled to give notice in writing to SL to terminate this Agreement.

(13) **Hold Harmless and Indemnity.** Customer agrees to indemnify and hold SL harmless against any and all loss, damages, costs and expenses which SL may hereafter suffer or pay out by reason of any claims, actions or suits, arising out of the use, design or quality of the services rendered hereunder.

(14) **Costs and Attorneys' Fees.** In the event the Invoice is not paid timely in accordance with the terms thereof and SL initiates suit against Customer or otherwise incurs legal fees because of Customer's nonpayment, SL, in addition to all other remedies provided by law, shall be entitled to recover its costs and expenses incurred in connection with nonpayment, including its reasonable attorneys' fees.

(15) **Assignment.** Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of SL. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

(16) **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(17) **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

(18) **Governing Law; Jurisdiction.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the State of West Virginia without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of West Virginia. The parties to this Agreement submit to the exclusive jurisdiction of the state and federal courts located in Kanawha County, West Virginia.

(19) **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth in the Invoice or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

(20) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(21) **Amendment and Modification.** This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.