

## **Terms and Conditions - Services**

### **Performance of Services**

Reaction Biology Corporation ("RBC") offers to customers ("Clients") a range of assay and screening services ("Services") for use in Client's research and development activities. RBC shall use commercially reasonable efforts to perform the Services in accordance with the order to which these Terms and Conditions are attached are made part of (the "Order").

### **Deliverables and Intellectual Property**

"Deliverables" shall mean written or electronic reports reflecting the results of the Services. Client shall own all Deliverables and shall retain ownership of any materials owned by Client and provided to RBC in connection with the Services ("Client Materials"). Client shall also retain ownership of all intellectual property rights generated solely by Client while using the Deliverables ("Client Derived IP"). RBC shall use Client Materials for the sole purpose of performing Services and Client hereby grants to RBC a nonexclusive right to receive, access and otherwise utilize the Client Materials and Client Derived IP solely in connection with providing the Services. Except for the Deliverables, RBC shall retain the exclusive ownership of all intellectual property rights in technology and discoveries, inventions, developments as well as modifications and improvements thereto that are conceived, discovered, invented, developed or reduced to practice by RBC, alone or in connection with Client, in the performance of Services.

### **Fees and Payment Terms**

RBC will invoice Client in accordance with the Quotation. Unless otherwise specified in the Quotation, all amounts due to RBC hereunder shall be paid by Client within thirty (30) days of receipt of invoice. All amounts not paid within such thirty (30) days are subject to a service fee of one and one half percent (1.5%) per month. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Client and RBC shall be paid by Client in addition to the prices quoted or invoiced. In the event that RBC is required to pay any such tax, fee or charge, Client shall reimburse RBC therefore or, in lieu of such payment, Client shall provide RBC at the time the Order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. Prices are subject to change without notice except where otherwise specifically provided in a written quotation signed by an authorized RBC representative. A quotation is valid for sixty (60) days from date of issue.

### **Warranty and Limitation of Liability**

RBC's sole warranty with respect to the Services or Deliverables is that RBC will perform all Services in accordance with the standard of performance set forth above. RBC's only obligation with respect to the

foregoing warranty shall be, at its option, to either repeat the Services or to refund the price paid for the Services, provided that the Client notifies RBC within five (5) days of Client becoming aware that a Deliverable fails to meet the standard of performance set forth above.

EXCEPT FOR THE LIMITED WARRANTY STATED ABOVE, RBC DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, PERFORMANCE, SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

RBC SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY LOSS, DAMAGE OR OTHER CONSEQUENCE INCLUDING PUNITIVE, INDIRECT, INCIDENTAL, CONTINGENT OR CONSEQUENTIAL DAMAGES SUFFERED BY CLIENT OR ANY OTHER PARTY AS A DIRECT OR INDIRECT RESULT OF THE SERVICES OR THE USE OF DELIVERABLES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

UNDER NO CIRCUMSTANCES SHALL RBC'S AGGREGATE LIABILITY FOR THE SERVICES OR THE DELIVERABLES EXCEED THE LESSER OF THE AMOUNT SET FORTH IN THE QUOTATION AND THE AMOUNT PAID BY CLIENT.

#### **Acceptance and Governing Provisions**

Client acknowledges that the Quotation provided by RBC, the Services rendered and the Deliverables delivered represent the sale of services and not the sale of any goods. RBC accepts Client's Order expressly conditioned on Client's acceptance of the terms and conditions contained herein, whether additional to or different from those contained in Client's purchase Order or any other form or document heretofore or hereafter supplied by Client to RBC. RBC's failure to object to provisions contained in any purchase Order or any other form or document shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provision. RBC is only responsible for performing Services agreed upon in a writing by RBC and Client. No change of any term or condition or of any of RBC's rights and remedies hereunder shall be binding on RBC, nor shall the Order hereby acknowledged be canceled or changed by Client, unless RBC shall expressly consent thereto in a writing signed by RBC. These terms and conditions shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania, U.S.A., without regard to its provisions governing conflicts of law.