



## ETON BIOSCIENCE, INC SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS

- 1. Services.** Eton Bioscience, Inc. ("Eton") provides Sanger DNA sequencing services and oligo synthesis services (collectively "Services") as described on Eton's website at [www.etonbio.com](http://www.etonbio.com). The Services Eton provides to any client ("Client") will be as described on Eton's website, which is incorporated by reference into any order for Services ("Order"). By submitting an Order Client agrees to these General Terms and Conditions.
- 2. Orders.** All Orders for Services must be placed online through Eton's website. Clients must first register an account online through the website. Instructions for registering an account and placing an Order are found on Eton's website.
- 3. Pricing.** Pricing for Services will be as determined by the quotation provided by Eton to Client for the Services requested in the Order.
- 4. Ownership of Material Samples and Data.** Client will provide Eton with sufficient amounts of material and/or information, such as DNA samples, DNA sequences or bacteria ("Client Materials") needed to complete the Services requested in the Order. Eton will use the Client Materials/Information to provide the Services as described on Eton's website and as provided in these General Terms and Conditions. Eton will only use the Client Materials/Information for the benefit of the Client and to provide the Services requested in the Order.
- 5. Confidentiality.** Eton will treat as confidential and proprietary to the Client all Client Material and data submitted by Client, as well as all data and material produced as part of any Services Eton provides to Client ("Confidential Information"). Eton will not disclose or provide Confidential Information to any third party. If disclosure of Confidential Information is required in any legal proceeding, Eton will promptly notify Client prior to any disclosure to allow customer to take appropriate action. Client agrees to reimburse Eton's reasonable attorney's fees and costs if Eton is required to testify or produce documents in any legal or administrative proceeding relating to the Services Eton provides to Client.
- 6. Disposition and Storage of Client Materials.** Unless otherwise requested by the Client and incorporated into the Order, upon completion of the Services Eton will store Client Materials for two weeks. At the conclusion of the two-week period following completion of Services, Eton will destroy the Client Materials. Eton will store, at no cost to Client, data regarding the Services provided for a period of one year. Eton will not transfer or provide Client Materials, in whole or in part, to any third party without Client's prior written approval.
- 7. Limited Warranty.** Eton's warranty for the Services it provides is limited to performance of the Services in accordance with the standard of performance in the industry for those Services. Client must notify Eton in writing of any claim for breach of such warranty within two weeks after delivery of data or products to Client. Client's sole remedy for breach of warranty shall be to require Eton repeat performance of the Service one time.
- 8. No Consequential Damages.** Eton will not be liable to Client for any consequential damages or loss suffered or incurred by Client in connection with the processing of any Order or Services provided by Eton, whether based in contract, tort (including negligence), statute or otherwise.

- 9. Payment for Services.** Client acknowledges that there are many factors beyond Eton's control that can affect the quality of the products or the Services Eton provides to the Client. Once samples are processed or material synthesized, Client is obligated to pay Eton for the Service, whether or not useable data or material was produced as a product of the Services. Payment of Eton's invoice is due 30 days from the date of the invoice, unless other payment terms are agreed to by Eton and incorporated into the Order. If Client defaults on payment of any invoice, Eton may, at its sole discretion, charge Client late fees equal to 1 % of the invoice amount for each month the invoice remains unpaid. Eton reserves the right to refuse to accept new Orders from Client if one or more of Eton's invoices to Client are more than 30 days past due.
- 10. Complimentary Services.** From time to time Eton provides Clients with consulting services, including, but not limited to, design of primers, sample preparations, optimization of procedures, and assistance with choice of service packages. Client acknowledges and agrees that Eton provides these additional services free of charge and for information purposes only. Client acknowledges that Eton does not warrant or represent the accuracy or applicability of suggestions provided by Eton's representatives as part of the free consulting services. Client agrees that it is responsible for evaluating any suggestions made by Eton before adopting them to determine if appropriate for the Services ordered by Client.
- 11. Indemnification.** Client agrees to indemnify and hold harmless Eton, its officers, directors, employees, affiliates and agents from and against any cost, damage, expense, attorneys' fees or other loss or liability incurred or paid, arising out of or on account of claims or suits, whether in law or equity, which may be asserted or brought against any of the indemnified parties, including, but not limited to, claims for (a) infringing intellectual property of third party, (b) violation of any State or Federal law, (c) breach of contract, or (d) omission, negligence, or willful acts by Client, and/or its officers, employees and agents in connection with the Order for Services submitted by Client and the Services provided by Eton to fulfill the Order. (Not Applicable to Federal Government Agencies)
- 12. Non-restrictive Relationship.** Client acknowledges that Eton may and does provide the same Services to other Clients.
- 13. Force Majeure.** No failure or omission by Eton in the performance of any Services will be deemed a breach if it arises from cause or causes beyond the control of Eton, including, but not limited to, the following: acts of God; acts or omissions of any government; any rules, regulations or orders issued by any governmental authority or by any officer, department, agency or instrumentality thereof; fire; flood; storm; earthquake; accident; power outage; war; rebellion; insurrection; riot; and invasion. Eton shall notify Client of such force majeure circumstances as soon as reasonably practical, and shall promptly undertake all reasonable efforts necessary to cure such force majeure circumstances.
- 14. Governing Law and Venue.** The Order and these Service Agreement General Terms and Conditions shall be interpreted and enforced in accordance with the substantive laws of the State in which the Services are, or were to be, performed and the laws of the U.S. Federal Government (without regard to any conflict of law rules which might require or allow the application of the laws of another jurisdiction). Any action arising out of or relating to any Order shall be brought in a court of competent jurisdiction located in the County and State in which the Services are, or were to be, performed.
- 15. Attorneys' Fees.** In the event any litigation or other proceeding is brought to enforce the terms of any Order, or in the event of any litigation or other proceeding arising out of, or in connection with, any Order, the prevailing party shall be entitled to reasonable attorneys' fees, expenses and costs.



# Eton Bioscience Inc.

**16. No Waiver.** A waiver of a breach of any of the terms of an Order or these Service Agreement General Terms and Conditions shall not be construed as a waiver of any succeeding breach of the same or any other term.

