

Supplemental Terms and Conditions for Research Services

These Supplemental Terms and Conditions for Research Services (the “**Research Services Terms**”) are appended to the Mérieux NutriSciences Terms and Conditions for Services (the “**General T&Cs**”) and apply to all contracts for the performance of research studies and related services (“**Research Services**”) by MXNS. These Research Services Terms and the General T&Cs are incorporated in their entirety into and form a part of any proposal or agreement for Research Services entered into between Customer and MXNS. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

1. Scope of Services

1.1 Given the nature of the Research Services of which the result cannot be predetermined or certain, MXNS is only under a best-endeavours obligation to perform the Services and does not give any guarantee to the Customer with respect to the outcomes of the Research Services.

1.2 Nothing in these Research Services Terms prevents MXNS from providing services similar to the Services to other clients, including potential competitors of the Customer.

2. Change request

Should Customer request a change in the scope of the Services such that additional work is required or necessary from MXNS, pricing may be adjusted accordingly to reflect the additional time required to complete the Services.

3. Cancellation or Postponement

If MXNS receives a written cancellation or postponement notification from Customer of a Service that is confirmed and scheduled to be performed, MXNS may charge, and Customer agrees to pay a cancellation or postponement fee. If MXNS receives Customer’s notice within 10 business days of the confirmed Service date, Customer will be charged a postponement/cancellation fee in an amount equal to 50% of the Service fee. Customer acknowledges that the actual damages likely to result from cancellation or postponement of scheduled Services are difficult to estimate on the date hereof and would be difficult for MXNS to quantify insofar as cancellation or postponement may impact MXNS’ reputation or require MXNS to provide non-monetary concessions to its suppliers and contractors. Customer agrees, therefore, that amounts specified above constitute a reasonable measure of damages given the nature of the losses that may result, and any such payments are not intended to serve as punishment for any such action by Customer.

4. Reporting

4.1. MXNS will prepare and issue one preliminary report after results are available from each pull time.

4.2. Upon completion of a Study, MXNS will prepare and issue a final report containing a statement of objective, methods used, study results, and a discussion of any significant findings.

5. Fees and Price Adjustments

Certain tests included in the Research Services may be identified in the Service Order as to be performed by subcontracted laboratories outside the MXNS network. The pricing for any such subcontracted tests is subject to change at any time with prior notification to the Customer.

6. Sampling

6.1. The Customer shall be responsible for submitting its own samples as required for the Study, unless otherwise indicated in the Service Order.

6.2. MXNS shall not be liable in any way for issues arising as a result of defects inherent in the sample(s).

7. Shipping

7.1. The Customer shall ensure that all samples shipped or otherwise delivered to MXNS are (i) fully described on all shipping/delivery

documents, (ii) properly packaged, and (iii) accurately marked and labeled.

7.2. The Customer shall ship best by codes and ingredient statements at least two (2) business days prior to the test date. If not listed on product packaging, storage temperature and cooking/heating instructions should be included as well.

7.3. The Customer shall be responsible for damages incurred by MXNS, its employees and its independent contractors that are the result of (i) the Customer withholding safety information about handling any material delivered to MXNS, or (ii) the nature and content of any materials delivered to MXNS.

7.4. MXNS shall not be responsible for any loss, damages or delays resulting from (i) untimely, incorrect, incomplete, or missing shipping or handling information, (ii) the nature or content of any shipment, including any defect, characteristic or inherent vice of the shipment, or (iii) damage to or loss of articles or alteration in any manner of the contents of a shipment (including, but not limited to spoilage, contamination or chemical changes affecting samples) as a result of improper packaging, shipping conditions or damage to packaging during shipment.

7.5. MXNS shall not be held liable for contaminated or damaged shipments to the Customer.

8. Post-Trial Sanitation and Environmental Monitoring

8.1. As a part of a Study as set forth in the Service Order, MXNS may perform an inoculation study at the Customer’s facility, which will require MXNS to bring certain surrogate organisms identified in the Service Order (the “**Surrogate Organisms**”) to the Customer’s facility.

8.2. The Customer expressly acknowledges that upon signing the Service Order the Customer expressly consents to MXNS’s using the identified Surrogate Organism in the Customer’s facility for the purpose of the Study.

8.3. It is the Customer’s sole responsibility to ensure that its facility is thoroughly sanitized and that sanitation is confirmed by the Customer using environmental monitoring samples.

8.4. The Customer hereby releases, discharges, and holds MXNS harmless from any and all liability for any claims, losses, or damages resulting directly or indirectly from the introduction and use of any identified Surrogate Organism in the Customer’s facility.

9. Equipment

9.1. MXNS shall not be held liable for contaminated or damaged equipment provided by the Customer.

9.2. Equipment that is not retrieved or returned within three (3) months from the issuance of the final report will be retained or disposed of by MXNS.

10. Intellectual Property

10.1 Notwithstanding anything to the contrary in the Service Order or the General T&Cs, MXNS shall retain all Intellectual Property rights to any new or modified methods or processes created and know-how obtained in the performance of the Research Services.