



## **Service Terms and Conditions**

### **Scope of Services:**

Agathos Biologics ("Agathos") agrees to provide various scientific services ("Services") to the purchaser ("Customer") as specified in the acknowledgment, quotation, invoice, protocol, statement of work (collectively hereinafter, "SOW"). These services are intended for research use only (RUO) and should not be used for diagnostic, clinical, or therapeutic purposes. The Services may include but are not limited to custom production, laboratory testing, data analysis, and scientific consultation.

### **Payment Terms:**

Payment terms are Net 30 days from receipt of invoice unless otherwise indicated in Agathos' SOW. Varying Payment terms, such as those included under a Customer PO, are expressly disclaimed. Account and Payment details are included on the invoice. Agathos will assess a 1.5% monthly finance fee on all past due accounts. Customer shall reimburse Agathos for all costs incurred in collecting any overdue payments and related interest, including, without limitation, attorneys' fees, legal costs, court costs, and collection agency fees.

### **Venue for Law:**

The laws of the state of North Dakota shall govern the interpretation, validity, and performance of these terms and conditions. Any legal action arising out of or relating to these terms and conditions shall be exclusively brought in the courts of the state of North Dakota. Both parties consent to the jurisdiction of such courts.

### **Ownership:**

Any inventions, techniques, intellectual property, technology, commercial and/or industrial secrets, regardless of whether patented or registered, used performing the Services are, and will remain, Agathos exclusive property including, but not limited to, present and future documentation, scientific and technical data, test procedures, and other information that is owned or licensed by Agathos. Customer will own data provided by Agathos related to their material and as described in the SOW.

### **Indemnification:**

The Customer agrees to indemnify, defend, and hold harmless Agathos, its officers, employees, and agents from any claims, liabilities, damages, losses, or expenses (including reasonable attorney's fees) arising out of or in connection with the Customer's use of the Services, including but not limited to any infringement of intellectual property rights, violation of applicable laws or regulations, or any harm caused by the use or reliance on the test results.

**Disclaimer of Warranty; Limitation of Liability:**

Customer warrants that it owns all rights, title, and interest in the material provided by Customer (Material) and the intellectual property related thereto, and that Agathos use of the Material does not infringe any third-party rights.

Agathos makes no warranties, express or implied, regarding the Services, including but not limited to the accuracy, reliability, or completeness of the test results. The Customer acknowledges that the results may be subject to limitations and experimental variability. Agathos shall not be held liable for any reliance placed on the test results. The Customer acknowledges that the Services are provided “as is” and that Agathos shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with the Services, regardless of the cause of action or theory of liability. This limitation of liability applies to all claims, whether based on contract, tort (including negligence), strict liability, or otherwise.

THE WARRANTY BY AGATHOS SET FORTH HEREIN IS IN LIEU OF ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OF THE PRODUCTS, SERVICES FOR CUSTOMER’S PURPOSES, IMPACT OF THE SERVICES ON CUSTOMER’S OPERATIONS, OR NON-INFRINGEMENT OF A PATENT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT

**Exclusive Remedy:**

The Customer’s exclusive remedy for any claims, disputes, or disagreements arising out of or in connection with the Services shall be limited to the amount paid by the Customer for the specific Services in question. In no event shall the total liability of Agathos exceed the fees paid by the Customer for the Services.

**Force Majeure:**

Agathos shall not be liable for any failure to perform this Agreement when such failure is due to circumstances beyond its control. Circumstances beyond the control of Agathos include but are not limited to acts of God, governmental action, accidents, labor trouble, and inability to obtain materials, equipment, or transportation.

**Confidentiality:**

Agathos shall hold all of Customer’s material and information in strict confidence. Agathos and Customer may execute a Non-Disclosure or Confidentiality Agreement, such terms regarding confidentiality superseding these Terms and Conditions. Agathos reserves the right to retain backup copies of customer data for operational and legal purposes. Unless otherwise instructed, excess Customer material may be destroyed after Services completion. These



obligations of confidentiality will survive termination or expiration of the Terms and Conditions for a period of five (5) years

**Termination:**

Either party may terminate the Services by providing written notice to the other party. Upon termination, the Customer shall pay for all completed Services and any expenses incurred by the Agathos prior to the termination date.

By engaging Agathos Biologics for analytical services, the Customer acknowledges that they have read, understood, and agreed to these Terms and Conditions.

**Amendments:**

These Terms and Conditions may be amended from time to time. Current Terms and Conditions are available at [https://agathos.bio/wp-content/uploads/service\\_terms.pdf](https://agathos.bio/wp-content/uploads/service_terms.pdf).