

TERMS AND CONDITIONS

The terms and conditions below apply to the services requested by the Owner, Lessee or Authorized Agent (the "Customer") and together with the Application for Testing Services form become the agreement between SRC and the Customer (the "Agreement")

1. Handling of Samples: The Customer agrees that failure to adhere to SRC's current guidelines for the collection and provision of blood, tissue, semen, ova, hair root or any other samples (the "Samples") may mean that SRC is unable to provide the testing services. The Customer further agrees to provide correct, accurate and complete information regarding the identification and source of the Sample. SRC shall not be responsible or liable for any consequences arising from the Customer's failure to properly collect, handle, transport, mark and/or identify any Sample provided to SRC.

2. Storage of Samples:

(a) SRC will endeavour to store at its premises Samples for a minimum period of two (2) years and store the DNA extracted from the Samples for the testing services (the "Extracted DNA") for five (5) years with respect to Extracted DNA.

(b) Storage fees may be applicable for Samples or Extracted DNA stored beyond the periods specified above.

(c) SRC shall not be liable for any destruction of Samples and/or Extracted DNA caused by circumstances beyond SRC's reasonable control.

3. Samples, Extracted DNA and Data:

(a) SRC maintains the test results and/or other information related to a Sample that is generated by SRC in performing the testing services (the "Data") in a database (the "Database") and may keep the Database up-to-date and apply usual data security and protection standards, backup routines and take such other steps and implement such other measures as required to maintain the integrity of the Data and the Database.

(b) SRC may use the Samples, Extracted DNA and Data as follows:

(i) to provide the testing services requested by me and to provide future services to me;

(ii) to provide testing services to third parties without disclosing the Data to such third parties;

(iii) to develop new services and/or products, including without limitation, laboratory tests, and to improve existing services and/or products;

(iv) to maintain the Database and other records as required for legal and audit purposes;

(v) to provide to any legal or other authorities with proper authority who are compelling SRC to provide the Samples, Extracted DNA or Data; and

(vi) to provide to third parties with the Customer's written authorization. The Customer agrees to pay to SRC any applicable fees associated with this request.

(c) For the purposes of providing IGENITY profile testing services to me, the Customer hereby authorizes SRC to provide to Merial Limited all Data generated from such tests and any animal identification information.

(d) The Customer agrees that SRC cannot provide to them any samples provided to SRC by a third party, any extracted DNA generated from such samples or any data within the Database generated from samples or material provided to SRC by a third party unless such third party's written authorization is obtained.

(e) Notwithstanding the foregoing, nothing in this Agreement shall limit any rights in the Data and/or the Database that SRC may have in law, including without limitation, copyright.

(f) Any ideas, inventions, discoveries and improvements made by SRC arising from or related to the Samples, Extracted DNA and/or the Data, including, without limitation, any laboratory tests, methods and/or procedures and any intellectual property rights therein, including, without limitation, patents, copyrights, trade-marks, industrial designs or trade secrets shall remain with and/or be owned exclusively by SRC.

4. **Confidentiality:** SRC will employ appropriate safeguards to ensure that the Data is not improperly disclosed or divulged to any unauthorized third parties. SRC agrees to treat the Data as confidential information, provided such treatment shall not prohibit SRC's use of the Data as set out elsewhere in this Agreement. Other data in the Database will be treated by SRC as the confidential information of the person providing such data or providing the sample(s) or material from which such data was generated, provided such treatment shall not prohibit SRC's use of such data as set out elsewhere in this Agreement. SRC shall only disclose the Customer's confidential information to its professional advisors including lawyers, accountants and other professionals and its respective employees and agents who require the Customer's confidential information for the purposes of this Agreement. If SRC is required by law to make a disclosure of The Customer's confidential information, SRC shall only disclose such confidential information to the extent and purpose legally required.

5. **Test Results:** SRC will not release test results to the Customer until payment has been made in full for the testing services.

6. **Disclaimer of Warranties:** The testing services are provided on an "as is, where is" basis, and SRC makes no representations or warranties of any kind. The Customer acknowledges and agrees that the entire risk of using the testing services and the suitability of the Data provided to them as part of the testing services resides with the Customer.

7. **Limitation of Liability:** Any liability of SRC for loss or damage suffered by the Customer shall be limited to, at SRC's option: (i) repayment of the fees paid by me under this Agreement for the testing services proven to give rise to or result in such loss or damage; or (ii) the re-performance by SRC of the testing services claimed by the Customer to be defective. Notwithstanding the foregoing, in no event shall SRC be liable to the Customer for lost profits, punitive damages or other indirect or consequential damages.

8. **Indemnification:** The Customer agrees that they are responsible for any loss or damage incurred by SRC: (i) if the Customer violates any of the terms or conditions of this Agreement; (ii) if SRC provides any Samples, Extracted DNA or Data to a third party with the Customer's written authorization; (iii) if the Customer provide any Samples, Extracted DNA or Data to a third party; or (iv) for the Customer's use of any Data provided by SRC, except to the extent that such loss or damage is caused by SRC's negligence, and the Customer agrees to indemnify SRC and its directors, officers, employees, agents and other representatives for such loss or damage.

9. **Governing Laws:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein. The parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Saskatchewan and all courts competent to hear appeals therefrom.

10. **Survival of Terms:** Sections 2, 3, 4, 5, 6, 7, 8 and 9 shall survive beyond the completion of the testing services.

11. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements, amendments, commitments, negotiations, representations, understandings and warranties both written and oral, between the parties relating to the same subject matter.