

Additional Terms and Conditions – DNA-Related Laboratory Services

This supplement (the “Additional Terms and Conditions”) sets forth the terms under which Signature Science, LLC (hereinafter “Signature Science”) agrees to provide deoxyribonucleic acid (DNA)-related laboratory, consulting, litigation, and sample collection services to Buyer. It is intended as a supplement to the Conditions of Sale provided with the quotation provided to Buyer. Where there is a conflict between these terms and the terms of the Conditions of Sale, the terms in this supplement shall prevail.

SAMPLE DELIVERY ACCEPTANCE

“Sample Delivery Acceptance” is defined as the point in time at which Signature Science has (i) physically received and inspected the samples, (ii) received the Laboratory Submission Form (or such other written instructions as Signature Science may, at its sole discretion, accept) regarding the work to be done, (iii) resolved any discrepancies in the Chain of Custody submitted with samples, and (iv) made a determination that it can proceed with the requested work. Signature Science reserves the right to deny Sample Delivery Acceptance at its sole discretion for any sample for any reason. Rejected samples will be returned to Buyer at Buyer’s expense.

SAMPLES

Buyers must provide, at Sample Delivery Acceptance, a completed Laboratory Submission Form and signed Chain of Custody with adequate instructions describing the type of analysis requested, and a complete written disclosure of the known or suspected presence of any hazardous substances. Signature Science may, at its sole discretion, refuse acceptance of samples if it is determined that the samples present a health risk, or that Signature Science is otherwise not authorized to accept them.

RISK OF LOSS

Buyer shall be solely responsible for, and Signature Science shall bear no responsibility for, the action or inaction of Buyer or any common or contract carrier (or their respective representatives) shipping or delivering any sample to or from Signature Science’s premises. Buyer is responsible for determining whether or not the sample that it is shipping contains a hazardous substance as defined by law, and for taking all actions necessary to ensure the sample it ships is packaged, labeled, transported and delivered properly and in accordance with all local, state and federal laws.

ANALYTICAL METHODS

Where the services to be provided by Signature Science require the use of analytical methods, Signature Science will use those described in its standard operating procedures. Signature Science may deviate from these procedures where, in Signature Science’s opinion, it is necessary or appropriate, or where Buyer has directed Signature Science in writing to deviate from the procedures. Any deviations from the analytical methodologies set forth in the procedures will be made in accordance with recognized industry and accreditation standards. If Buyer has directed a deviation from Signature Science’s standard operating procedures, Buyer thereby releases and shall hold Signature Science harmless from any and all claims for damages or liability resulting from performance of work in accordance with the deviated procedures.

SUBCONTRACTING:

Signature Science reserves the right, at its sole discretion, to subcontract services ordered by Buyer to another laboratory, provided that Signature Science shall first provide written notification to Buyer prior to using a subcontract laboratory.

THIRD-PARTY ADMINISTRATORS

Signature Science is not responsible for the action or inaction of third-party administrators through which consumers have purchased DNA services.

PROGRESS REPORTS

Buyer shall not be entitled to progress reports of any type during performance of the work, unless such reports were included in the quoted price. Notwithstanding the preceding sentence, Signature Science will make reasonable efforts to notify Buyer of any issues that will materially affect performance or report delivery upon identification of the same.

STOPPING WORK

Buyer may ask Signature Science to suspend all or a portion of the work to be performed. In this circumstance, Buyer shall remain responsible for payment for all work already performed. Any incomplete analysis will be billed on a prorated basis, as determined solely by Signature Science.

DATA OWNERSHIP

All data or information generated by Signature Science for Buyer becomes Buyer’s property solely upon full payment to Signature Science for all services provided by Signature Science. Signature Science retains exclusive ownership of any and all analytical methods, QA/QC protocols, and equipment developed by Signature Science for performance of work by Signature Science. Buyer agrees not to alter or misrepresent documents provided by Signature Science, including, but not limited to, invoices, Chain of Custody forms, and laboratory reports.

SAMPLE DISPOSAL OR RETURN:

Unused portions of samples shall be stored in accordance with Signature Science standard operating procedures. Samples and evidence from criminal forensic cases will be returned to Buyer under separate cover after administrative review of the case report.

PROFESSIONAL STANDARDS

Signature Science will complete work in accordance with accepted industry practices and to accepted industry standards. Failure on the part of Signature Science to perform in accordance with industry standards will be corrected, provided such failure was a direct result of acts or omissions by Signature Science under Signature Science’s exclusive control.

CONFIDENTIALITY

Signature Science will use all reasonable efforts to preserve Buyer confidentiality with regard to all information provided. Signature Science will utilize the information it receives from Buyer exclusively for the purpose of providing services to Buyer. Test results will be released via electronic mail, facsimile, or U.S. Mail only to the address or number documented on the Laboratory Submission Form, or to the address or number on file for sample collection companies or third-party administrators. Test results shall not be released to any other address or number without a lawful court order or written, notarized permission of the individual who furnished the sample.

INSURANCE

Signature Science shall maintain insurance in industry-customary limits for general liability and professional liability to protect against errors caused by omissions or negligent acts for which Signature Science is responsible. This insurance shall be primary and non-contributory for Buyer only to the extent that claims made arise solely

Additional Terms and Conditions – DNA-Related Laboratory Services

from errors caused by omissions or negligent acts for which Signature Science is responsible.

LIMITATION OF LIABILITY

In the event of a finding of liability by a court of competent jurisdiction on the part of Signature Science for damages incurred by Buyer, Buyer agrees, to the maximum extent permitted by law, to limit an award for damages to one hundred dollars (\$100.00) or to the fee charged to Buyer by Signature Science for the applicable services, whichever is greater. This remedy is exclusive and in lieu of any other remedies available in law or in equity. Indemnification, releases from liability, and limitations of liability shall apply, notwithstanding the fault, negligence, or strict liability of the party to be indemnified, released, or whose liability is limited, except to the extent that there is willful misconduct.

CHALLENGE TO RESULTS

Buyer shall pay Signature Science for all services performed on Buyer's behalf and for all results utilized by Buyer or any third party, regardless of any allegation on the part of Buyer or any third party that the results issued by Signature Science did not conform with Signature Science's responsibilities as set forth in these Additional Terms and Conditions. In every instance, Signature Science shall be given the opportunity to defend any results directly with any party challenging results delivered hereunder. Should Signature Science be prohibited or hindered from directly defending results delivered hereunder, all sums owed to Signature Science by Buyer shall be immediately due and payable, and no refund for sums paid by Buyer will be issued by Signature Science.

RECORD RETENTION

Signature Science will retain records pertaining to the work performed for Buyer for a period of five (5) years [seven (7) years for samples

collected in the State of New York] following the issuance of the report. Should Buyer desire Signature Science to maintain the records for a longer period, Buyer must notify Signature Science in writing. Such retention shall be at the sole and exclusive discretion of Signature Science, and additional fees shall apply.

COMPENSATION FOR ADDITIONAL SERVICES

If Signature Science is required to participate in any legal discovery or court appearances beyond the scope of the initial quotation for services or is subpoenaed as the result of any work performed for Buyer (the "Additional Services"), Buyer agrees to compensate Signature Science for all time spent by Signature Science's officers, employees, and advisors on a labor-hour basis at Signature Science's then-current commercial rates. Buyer shall also reimburse Signature Science for any and all reasonable costs which Signature Science may incur in connection with such Additional Services, including reasonable fees of any attorneys that Signature Science may retain on its behalf in connection therewith. This paragraph shall not apply to the extent the matter initiating the need for Additional Services was caused by or arose out of the gross negligence or willful misconduct of Signature Science. Buyer's agreement to compensate Signature Science for any Additional Services shall remain in full effect for ten (10) years after final performance of services to Buyer hereunder.

COMPLIANCE WITH LAWS

Signature Science and Buyer agree to comply with all laws, ordinances, codes, and regulations applicable to the work ordered hereunder. Buyer shall indemnify and hold harmless Signature Science, its owners, officers, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, losses, liabilities, interest, attorneys' fees, costs, and expenses of any kind whatsoever arising out of a failure to comply with any applicable laws, ordinances, codes, or regulations.