

WEATHERBYS IRELAND LTD. TRADING AS “WEATHERBYS SCIENTIFIC” TERMS AND CONDITIONS FOR THE SALE AND PROVISION OF SERVICES AND OR CUSTOM SERVICES

1. Governing Provisions. These terms and conditions (“Terms and Conditions”) apply to Services (“Work”) provided by WEATHERBYS IRELAND LTD. TRADING AS “WEATHERBYS SCIENTIFIC” (herein referred to as WEATHERBYS SCIENTIFIC) and, if applicable, the affiliate of WEATHERBYS SCIENTIFIC that is processing this order according to the detailed description in the applicable quotation (“Quote”), as submitted by WEATHERBYS SCIENTIFIC and accepted by Client. These Terms and Conditions, together with the Quote, form the entire contract between Client and WEATHERBYS SCIENTIFIC (“Custom Agreement”), and supersede all prior communications between the parties, whether written or oral, relating to the Work, except for a written contract signed by both parties. Client’s submission of a Purchase Order (“PO”) or other similar document to indicate payment for the Work shall indicate acceptance of these Terms and Conditions to the exclusion of any other terms or conditions appearing or referenced in such PO, which are hereby deemed to be material alterations and notice of objection to which is hereby given, notwithstanding anything contained to the contrary in a PO.

2. Performance of Work. WEATHERBYS SCIENTIFIC shall perform the Work as an independent contractor, using methods, materials, equipment, and/or related intellectual property owned or controlled by WEATHERBYS SCIENTIFIC or its affiliates to provide Client with data and/or materials produced by WEATHERBYS SCIENTIFIC as a direct result of the Work, as specified in the QUOTE (collectively “Deliverables”), which Deliverables may include data or materials that result from the use of materials supplied by Client (“Client Materials”). WEATHERBYS SCIENTIFIC will make a good faith effort to start and complete all Work on time, and will notify Client if substantial delays are likely. WEATHERBYS SCIENTIFIC will comply with all laws and regulations generally applicable to Work, and with any specific regulatory framework agreed in the QUOTE.

WEATHERBYS SCIENTIFIC may delegate performance of the Work, or portion thereof, to an affiliate or authorized subcontractor, provided that all Work will be performed in accordance with the Custom Agreement. Performance of Work hereunder is conditioned on Client’s acceptance of the Terms and Conditions and the QUOTE, whether by execution of the QUOTE, a contract, or a PO that references the QUOTE. In the event of a conflict of terms, the QUOTE takes precedence over these Terms and Conditions, and any written contract signed by both parties takes precedence over either; inconsistent terms of a PO shall not apply unless WEATHERBYS SCIENTIFIC has agreed to them in writing.

3. Client Materials and Data. Client will provide WEATHERBYS SCIENTIFIC with Client Materials specified in the QUOTE, in compliance with applicable laws and regulations and in sufficient amounts, as well as relevant safety information and other characteristics of Client Materials needed by WEATHERBYS SCIENTIFIC to perform the Work, including without limitation any certification or documentation of Client Materials reasonably requested by WEATHERBYS SCIENTIFIC. The Client Materials, and all information about Client Materials, whether provided by Client or generated by WEATHERBYS SCIENTIFIC in the performance of Work (such information collectively referred to as “Data”), shall be subject to the confidentiality and non-use requirements of Section 8. Upon completion of the Work, WEATHERBYS SCIENTIFIC will maintain records of the Data for a period of no less than one (1) year. WEATHERBYS SCIENTIFIC will use Client Materials and Data only in accordance with the QUOTE. WEATHERBYS SCIENTIFIC will not transfer Client Materials, in whole or in part, to any third party, other than a subcontractor, without Client’s prior written approval.

4. Use Limitations.

Except as expressly agreed otherwise in the QUOTE, Client agrees to use Deliverables only for Client’s lawful internal Research and or Animal Diagnostic purposes, not for use in humans.

5. Payments. Client shall pay WEATHERBYS SCIENTIFIC for the Work within 30 days after the date of the respective invoice(s), which shall be sent to Client upon completion of the Work (or portion thereof), according to the payment schedule and currency specified in the QUOTE. If Client defaults on any payment when due, WEATHERBYS SCIENTIFIC, at its option and without prejudice to its other lawful remedies, may delay performance, defer delivery, charge interest on undisputed amounts owed, and/or terminate the Custom Agreement.

6. Ownership, Intellectual Property. As between the parties, except as otherwise expressly agreed in the QUOTE, Client shall be the exclusive owner of (i) the Data, (ii) Client Materials, (iii) any derivatives or modifications of Client Materials that are generated by WEATHERBYS SCIENTIFIC as a direct result of the Work, and (iv) any inventions and/or discoveries that directly result from the performance of the Work and that directly relate to Client.

Client agrees that records belonging to animals that are sent by WEATHERBYS SCIENTIFIC to Holstein Association USA for the purpose of GTPI may be obtained from DHIA and / or the responsible DRPC and used by Holstein Association USA in its programs.

If the Client performs any data interpretation, bioinformatics, further analysis, or similar processes of the Work performed by WEATHERBYS SCIENTIFIC that generates data that results in royalties being due to a 3rd party licence or patent holder the Client will be entirely responsible for paying any and all royalties fees due to any and all licence holder(s) without any recourse to WEATHERBYS SCIENTIFIC. The Client will be solely responsible for maintaining accurate records relating to their generation and use of royalty bearing data generation. The client is entirely responsible for identifying which data they generate is royalty bearing.”

7. Non-Exclusivity. Unless expressly agreed in writing, all Work is provided on a non-exclusive basis, and WEATHERBYS

SCIENTIFIC reserves all rights for itself and its affiliates to provide third parties with deliverables that are identical or

similar to Deliverables, provided that WEATHERBYS SCIENTIFIC shall not use any Client Materials or information received from Client to perform Work for any third party. Notwithstanding anything else in the Terms and Conditions, where WEATHERBYS SCIENTIFIC performs the Work without reliance on Client Materials or confidential information received from Client, WEATHERBYS SCIENTIFIC reserves all rights to commercialize such Work as a catalogue product.

8. Confidentiality. WEATHERBYS SCIENTIFIC shall treat all Data and Client Materials as proprietary and confidential to Client, and will not disclose Data or Client Materials to any person except its employees, consultants, and subcontractors as necessary for purposes of providing the Work, and then only subject to a written confidentiality agreement that includes the requirements specified herein. If WEATHERBYS SCIENTIFIC discloses any information or materials comprising WEATHERBYS SCIENTIFIC Technology to Client, Client shall treat such information and materials as proprietary and confidential to WEATHERBYS SCIENTIFIC. Each party shall protect the proprietary and confidential information or materials of the other party by using the same degree of care as such party uses to protect its own materials and information, but in any event no less than a reasonable degree of care. Notwithstanding any other provisions herein, however, each recipient party shall have no obligation to the other party for any information or material that is (a) already known to the recipient party; (b) publicly known other than by a wrongful act of the recipient party; (c) received from a third party lawfully entitled to disclose it; (d) disclosed pursuant to an enforceable order of a court or administrative agency; and/or (e) is independently developed by or for the recipient party.

9. Limited Warranty. WEATHERBYS SCIENTIFIC's sole warranty for the performance of Work is that the Work will be performed using due care in accordance with (a) the Custom Agreement, including the respective QUOTE and (b) laws, regulations and generally prevailing industry standards applicable to such Work; WEATHERBYS SCIENTIFIC does not warrant or represent that the results of the Work will be acceptable to any regulatory or accreditation agency to which they are presented or that they will advance the interests of Client. If Client believes that WEATHERBYS SCIENTIFIC, in breach of its limited warranty, has made a material error in the Work that renders the results of such Work invalid, Client must notify WEATHERBYS SCIENTIFIC of such error in writing, within one month after receipt of the final Deliverable for such Work; and as Client's sole remedy for such error, WEATHERBYS SCIENTIFIC shall either (i) repeat the particular Work at WEATHERBYS SCIENTIFIC's own expense or (ii) refund to Client the fees actually paid for the particular Work giving rise to the breach of warranty.

9.1. WEATHERBYS SCIENTIFIC SHALL NOT BE LIABLE HEREUNDER, UNDER ANY LEGAL THEORY, FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS OR LOSS OF BUSINESS, EVEN IF WEATHERBYS SCIENTIFIC HAD NOTICE OF THE POSSIBILITY THEREOF.

9.2. THE WARRANTY SET FORTH IN THIS SECTION 9 IS IN LIEU OF ANY AND ALL OTHER WARRANTIES RELATING TO THE WORK, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT DELIVERABLES OR USE THEREOF WILL NOT INFRINGE ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

9.3. WEATHERBYS SCIENTIFIC'S LIABILITY TO CLIENT FOR BREACH OF ANY PROVISION OF THE CUSTOM AGREEMENT (OTHER THAN BREACH OF THE WARRANTY IN THIS SECTION 9 FOR WHICH LIABILITY IS LIMITED TO RE-PERFORMANCE OR REFUND AS SPECIFIED HEREIN) SHALL BE LIMITED TO DAMAGES IN AN AMOUNT NOT TO EXCEED THE FEE TO BE PAID FOR THE WORK.

9.4. NOTHING IN THE CUSTOM AGREEMENT SHALL LIMIT OR EXCLUDE THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

10. Indemnification. Except to the extent caused by the wilful misconduct of WEATHERBYS SCIENTIFIC, Client shall indemnify and hold harmless WEATHERBYS SCIENTIFIC, its affiliates and their respective officers, directors, employees and agents ("Indemnified Party") from and against any and all expenses (including, but not limited to, reasonable attorney's fees) and losses incurred by any such Indemnified Party in connection with any claim asserted by a third party arising out of or based on (a) Client Materials or use thereof in performance of the Work as specified in the QUOTE; and/or (b) any product or service of Client based in whole or part on Client's reliance on Deliverables, or any portion or derivative thereof; and/or (c) breach of Section 4.

11. Changes, Termination. Changes to the Work must be agreed by both parties in writing, and may require changes in the fees or timelines. WEATHERBYS SCIENTIFIC may terminate the Custom Agreement if (a) Client breaches any material provision of the Custom Agreement and fails to remedy the breach to the satisfaction of WEATHERBYS SCIENTIFIC within 15 days after written notice thereof; (b) WEATHERBYS SCIENTIFIC is unable to obtain third party materials or technology specified in the QUOTE, for reasons beyond WEATHERBYS SCIENTIFIC's reasonable control; ; (c) WEATHERBYS SCIENTIFIC determines that biosecurity, biosafety, and/or feasibility reasons prevent or are likely to prevent the performance of the Work, or (d) Client is or is deemed by law to be unable to pay its debts or perform its obligations under the Custom Agreement. Client shall have the right to terminate any QUOTE upon 30 days' prior written notice to WEATHERBYS SCIENTIFIC. Termination of Work in progress will result in a partial charge commensurate with the percentage of Work completed at the time of cancellation, in addition to any other termination or cancellation charges specified in the QUOTE.

Miscellaneous. This Custom Agreement may not be assigned without the consent of the other party, except that each party may assign the Custom Agreement to an affiliate or to any other party to whom it transfers the business and assets related to this Custom Agreement, provided that such assignee assumes all the rights and obligations of its assignor. The Custom Agreement shall be governed by the laws of the Republic of Ireland for such portion of Work performed in the Republic of

Ireland and by the laws of England and Wales for such portion of Work performed outside of the Republic of Ireland except that matters pertaining to patents and other intellectual property rights shall be governed by the laws of the jurisdiction in which such intellectual property rights exist. The Custom Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.