



TERMS & CONDITIONS

SERVICES

1. Sponsor acknowledges that SCI Product Development Group and/or its affiliates (hereafter and together referenced as "SCI") performs various pharmaceutical product development activities including, but not limited to, the following: Drug Discovery, Preclinical Services, Bioanalytical Chemistry, Synthetic Chemistry, Structural Chemistry, Preformulation Activities, Formulations Development, Analytical Research & Development, Quality Control Testing, Stability Storage, Stability Testing, Human Clinical Trials, Drug Delivery, and Regulatory Affairs (together, the "Services"). Sponsor further acknowledges that all services are performed as outlined in approved proposals and/or protocols. SCI does not design, warrant, supervise or monitor compliance of products except as specifically agreed to in writing prior to the performance of the Services.
2. Samples not destroyed in course of project execution remain the property of the Sponsor and are retained for a period ending 60 days after completion of the scope of services with the exception of bioanalytical samples which are kept for two years following completion of analysis prior to disposal. After that time, samples will be automatically destroyed unless otherwise notified in writing to SCI.
3. Unless otherwise specified therein in writing, nothing contained in any report issued by SCI shall be deemed to imply or mean that SCI conducts any quality control program for the Sponsor to whom the report is issued.
4. Reports issued by SCI are for the exclusive use of the Sponsor to whom they are addressed. Reports and the name SCI, or its seals or insignias, are not to be used by or on behalf of Sponsor under any circumstances for any purpose whatsoever, including but not limited to use in advertising, publicity material or in any other manner without SCI's prior written approval.
5. SCI shall retain copies of reports and all original protocols and raw data for a period of ten years, after which such information may be destroyed or returned to Sponsor at their expense.
6. SCI reserves the right to subcontract Services to other laboratories. If subcontracting is necessary, samples will be sent only to cGMP compliant laboratories meeting SCI's qualification requirements.

LIABILITY

1. SCI is not an insurer or a guarantor. SCI represents that the Services shall be performed within the limits mutually agreed to, in writing, and in a manner consistent with the level of care and skill ordinarily exercised by providers of similar services under similar circumstances. No other representations or warranties, express or implied, are included or intended in this agreement, or in any report, opinion or document related to the Services provided hereunder.
2. For the safety of SCI's personnel, Sponsor must advise SCI if samples are known or suspected to contain hazardous substances. Material Safety Data Sheets must be provided if available.
3. Sponsor understands and agrees that SCI, in entering into this Contract and by performing Services, does not assume, abridge, abrogate or undertake to discharge any duty or responsibility of Sponsor to any other party or parties. No one other than Sponsor shall have any right to rely on any report issued by SCI. Sponsor agrees, in consideration of SCI undertaking to perform the Services hereunder, to protect, defend, indemnify, save harmless and exonerate SCI from any and all claims, damages, including lost profits, expenses, including attorney's fees, either direct or consequential, for any and all injuries to persons, including the personnel of SCI, or property arising out of or in consequence of the performance of the Services and/or the performance of the samples tested hereunder.
4. Sponsor agrees that if SCI should be found liable for any losses or damages attributable to the Services in any respect, SCI's liability shall in no event exceed the amount of the fee paid by Sponsor for such Services and Sponsor's sole remedy at law or in equity shall be the right to recover up to such amount. Sponsor acknowledges and agrees that in no event will SCI be liable for consequential or incidental damages or expenses, including, but not limited to lost profits.
5. Whenever performance by either party is delayed or prevented by war, insurrection, fire or other casualty, strikes or embargoes, shortage of transportation facilities or any other similar or dissimilar causes, beyond the control of such party, such delay or prevention shall be excused and the time of performance hereunder extended for the duration of the causative factor.

PAYMENT

1. Sponsor agrees to pay a prepayment equal to one-third (1/3) of total project costs which will be apportioned over the life of the contract.
2. Sponsor agrees to pay all invoices within 30 days of invoice date.
3. In the event that payment is not received within 30 days of invoice date, Sponsor agrees to pay a late payment charge on the unpaid balance equal to 1-1/2% per month. Signature of proposal signifies a personal guarantee on behalf of signatory person for any and all monies such that in the event that Sponsor does not pay in full for monies owed then SCI reserves the right to pursue payment in full from the signatory person whom authorized the work.
4. All costs associated with compliance with any subpoena(s) for documents, testimony in court of law, fees associated with collection of non-payment for services rendered, or for any other purpose relating to Services performed by SCI for Sponsor, shall be paid by Sponsor. Sponsor shall also pay SCI's then existing standard fees for consulting, deposition and trial testimony and all expenses related thereto.
5. In the event that any monies not paid in full within the terms of the proposal and the terms and conditions stated herewithin then SCI reserves the right to pursue a claim on any developed technologies and/or products related to the non-payment.

MISCELLANEOUS

1. This agreement and any and all claims and disputes hereunder or related thereto shall be governed by the internal laws of the State of Missouri. SCI and Sponsor agree that exclusive jurisdiction and venue for any and all such claims and disputes shall be in St. Louis County, Missouri.
2. In the event that SCI prevails in any dispute or claim, Sponsor agrees that Sponsor will pay any and all expenses, including attorney's fees, reasonably incurred in the prosecution or defense of such claim or dispute.
3. The terms and conditions contained herein, together with SCI's quotation and offer of Services to Sponsor, and Sponsor's acceptance of such offer, shall constitute the entire agreement between SCI and Sponsor. Any conflicting terms contained in any order or acceptance submitted by Sponsor shall be null and void.

Effective March 1, 2009