

TERMS AND CONDITIONS

In consideration of Gateway Analytical, LLC (“Provider”) providing service to you (“Customer”), Customer agrees to the following terms and conditions. Provider’s offer to provide service to you, whether or not in response to Customer’s Service Order, purchase order, or other request for service, is expressly conditioned upon Customer’s acceptance of these terms and conditions, together with any and all attachments and appendices provided by Provider to Customer. Provider’s failure to object to conflicting provisions, or additional provisions not contained herein, in any communication from Customer shall not be deemed a waiver of these terms and conditions. These terms and conditions shall apply to all quote, service orders, and order acknowledgements and supersede any and all of Customer’s terms and conditions which are different from or in addition to those contained herein

1. **Payment.** Provider will perform requested services for the amount provided in the Quote. Payment shall be due within 30 days of the date of an invoice. Amounts not paid within 30 days of the invoice date will be considered past due. All past due amounts will be subject to a standard late charge of 1.5% per month. Provider may charge Customer a fee of \$50.00 if a Customer check, bank draft or electronic funds transfer is returned for insufficient funds. Customer agrees to pay any applicable local, state or Federal sales and excise taxes and other surcharges, imposed on or based upon the provision or sale or use by the Customer of the Service provided. Taxes and surcharges will be separately stated on Customer invoice.
2. **Use.** The Service is provided subject to the condition that it will be used by Customer only for lawful purposes and purposes authorized by Provider. Provider may deny a Service Order or limit the terms of a Service Order as determined in Provider’s sole discretion.
3. **Regulations.** Provider reserves the right to make regulations governing the use of the Service (“Regulations”). Notice of these Regulations will be disseminated in accordance with the procedures in Paragraph 4 below.
4. **Amendment.** Provider may amend any Service Order or the Regulations from time to time by giving written notice of the terms of any such amendment to Customer by any reasonable means, including, but not limited to, publication on Provider's website. With regard to any amendment effected by such publication, Provider will advise Customer of the publication of such amendment by sending an e-mail to the e-mail address of Customer's Contact Person on record with Provider. Provider, in its sole discretion, may limit, expand or terminate, or make subject to different or additional terms, conditions or restrictions, the Regulations, or any Service Order. Customer's use of the Service following receipt of notice of amendment of these terms and conditions constitutes acceptance of that amendment.
5. **Contractual Relationship.** Provider is engaged in an independent business and not as an agent, employee, partner, or joint employer of the Customer.
6. **Intellectual Property.** All Intellectual Property owned or controlled by the Provider prior to the effective date this Agreement, or developed, created, conceived, or reduced to practice independently by the Provider contemporaneously with this Agreement shall remain the sole property of the Provider. The Provider grants no copyright, trademark, trade secret or patent rights or licenses, express or implied to any intellectual property used by Provider to provide its services.

7. Termination. Provider may terminate any Service Order, in whole or in part, without incurring any liability, immediately upon written notice to Customer if any amount due remains unpaid 10 days after Provider has given Customer written notice of the amount due. Provider may terminate any Service Order, in whole or in part, immediately and without notice to the Customer if Provider reasonably determines that continued provision of the Service, equipment or facilities will contravene any local, state, national or international law or regulation.
8. Indemnification and Limitations on Liability. Customer shall indemnify and hold Provider harmless from and against any claims, costs and expenses arising out of Customer's use of the Service, except to the extent any such claims, costs or expenses arise out of Provider's willful misconduct or gross negligence. Customer is solely responsible for maintaining the accuracy and integrity of its own data. Provider shall not be liable for any damages whatsoever due to the acts or omissions of Customer. Provider's total liability in respect of any and all claims arising from or related to any Service Order, in contract, tort, or otherwise, will be limited to the lesser of (i) actual damages incurred and proved by Customer as a direct result of Provider's act or omission or (ii) the amount paid to Provider over the 12-month period immediately preceding the event giving rise to the damages. IN NO EVENT SHALL PROVIDER OR ITS OFFICERS, DIRECTORS, OR EMPLOYEES BE LIABLE TO CUSTOMER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION AND THE LIKE) WHETHER OR NOT PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE OF SERVICES.
9. Disclaimer of Warranties. PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT.
10. Force Majeure. Provider shall not be deemed in default of any of its obligations under any Service Order to the extent that performance is prevented or delayed by any act of God or public enemy, war, insurrection or riot, fire, flood, explosion, earthquake, natural disaster or labor dispute causing cessation, slowdown or interruption of work, national emergency, act or omission of any governing authority or agency thereof, inability after reasonable endeavors to procure equipment, data or materials from suppliers or any other circumstances beyond Provider's reasonable control.
11. Severability. If a court finds any term or condition herein or of any Service Order to be invalid or unenforceable, such term or provision shall be ineffective only to the extent of such finding and such court's jurisdiction or affecting the validity or enforceability of any of the terms or conditions herein or of any Service Order in any other jurisdiction.
12. Assignment. Customer may not assign or delegate any of its rights or obligations arising hereunder, except with the prior written consent of Provider. Any purported assignment or delegation in violation of this Paragraph 10 shall be null and void.
13. Third Party Access. Customer shall not permit the Service to be used by third parties nor shall it resell the Service without the prior written consent of Provider. If such consent is given, Customer shall provide Provider with the names of all of its users who access or use the Service through Customer (Customer's Users). Customer agrees to require that its agreements with all of Customer's Users contain language substantially similar to Paragraph Nos. 2, 4, 5, 7, 8, 12 & 15 for the benefit of Provider, its owners, employees and third party

service providers and shall provide such language to Provider upon request. Customer consents to audit by Provider upon reasonable notice to determine compliance with these terms and conditions.

14. **Notice.** Any notice given under this Quote shall be in writing and will be effective: (i) when delivered if delivered in person; or, (ii) three (3) days after deposited in the United States mail to the address provided on the first page of this Quote. Email communications are solely for the convenience of the parties and will not constitute valid or effective legal notice for purposes of this quote.
15. **Language of the Agreement.** If the Agreement is translated into any other language, the English version shall nevertheless remain the official and binding version of the Agreement. All communications relating to the Agreement shall be conducted in English, and all documentation relating to the Agreement shall be maintained in English.
16. **Currency.** The currency to be used for invoicing and payment of the Services provided herein shall be the United States Dollar (USD).
17. **Export Laws** Customer agrees to comply with all applicable export laws, assurances, codes, and license requirements and controls of the United States and other applicable jurisdictions in connection with the use and resale of services or products including Customer's acceptance of responsibility for the payment of any relevant taxes or duties, etc.
18. **Applicable Law** This Agreement is governed by the laws of the Commonwealth of Pennsylvania, excluding the United Nations Convention on Contracts for the International Sale of Goods ('CISG') and excluding its conflict of laws rules. Customer submits to the jurisdiction of the state and federal courts located with the County of Allegheny within the Commonwealth of Pennsylvania.
19. **Entire Agreement; Additional or Different Provisions Rejected; Modifications; Amendment.** This quote, service Order, or order acknowledgement constitutes the entire agreement between Purchaser and Supplier. Any additional or different provisions proposed by Purchaser are rejected and will not be effective unless agreed to in writing by Supplier. The parties may agree to amend provision(s) contained in these Terms and Conditions if such amendment (1) specifically references the provision(s) in these Terms and Conditions to be amended; (2) specifically provides how such provision(s) is amended, and (3) is executed by the President of Provider. Otherwise, this Quote may be amended or renewed only by written agreement of both parties.