

Michigan Life Sciences Corridor Core Technology Alliance Facility SERVICE AGREEMENT

This Service Agreement ("SA") is for use when The Van Andel Research Institute ("VARI") acting through the Michigan Life Sciences Corridor Core Technology Alliance ("CTA") is providing any of the services set forth in the Schedule(s) of Services a copy or copies (as applicable) of which is attached hereto as Exhibit A for the party signing this Service Agreement (hereinafter "Customer"). SA will become effective between VARI and Customer on the date that Customer executes this unmodified SA. It is understood and agreed that the provision of services under this Agreement may involve performance by other Michigan Life Science Corridor Core Technology Alliance members. The members of the Michigan Life Sciences Corridor Core Technology Alliance are The Regents of the University of Michigan, Michigan State University, Wayne State University, Western Michigan University, Kalamazoo Valley Community College, Grand Valley State University, and the Van Andel Research Institute (each, a "CTA Member"). By its authorized signature below, Customer hereby agrees to the following terms and conditions:

1. The Customer may transfer to VARI tangible research material ("Research Material") and may provide Confidential Research Information as defined in Section 4 for use in the performance of services under this Agreement as described in Exhibit A.

2. The Research Material will be identified by Customer in Customer's Purchase Order or other written request for services and will be used by VARI and any other CTA Member(s), to the extent necessary, solely to perform the services designated in Exhibit A.

3. Research Material and Confidential Research Information as defined in Section 4 furnished by Customer under this Agreement and results generated by VARI and any other CTA Member(s) under this Agreement are and shall remain the sole and exclusive property of Customer. This Agreement and the provision of such Research Material by Customer shall not be deemed to grant VARI or any other CTA Member, any rights, expressed or implied, in such Research Material and/or Confidential Research Information furnished by Customer to VARI.

4. To the extent permitted by law, except as provided below, VARI agrees to treat in confidence, for a period of three (3) years from the date of disclosure, any and all confidential information disclosed by Customer in written or tangible form or, if orally disclosed, confirmed in writing by Customer to VARI within thirty (30) days of disclosure and identified as confidential by Customer (hereafter "Confidential Research Information"). Confidential Research Information does not include information that (a) was previously known to VARI, (b) becomes publicly available through no breach of this Agreement by VARI, (c) is disclosed to VARI by a third party without knowledge of origination in Customer or obligation of confidence, (d) is independently generated by VARI without the use of Confidential Research Information of the Customer, or (e) is required to be disclosed by law or court order. VARI agrees that the Confidential Research Information will not be transferred or otherwise disclosed to any person except its employees or CTA Member(s) to whom disclosures or transfer is necessary for the purpose described in paragraph 2 above and who have agreed to protect Confidential Research Information as set forth in this Agreement, without the prior written authorization of Customer.

5. The services designated in Exhibit A shall be provided in exchange for consideration of the amount listed in each Purchase Order or other written request issued by Customer in accordance with the rates established in Exhibit A and any subsequent updates of Exhibit A and payable by Customer to the Van Andel Research Institute. PLEASE NOTE: A valid Purchase Order or other written request issued by Customer must be received by VARI prior to the commencement of performance of services hereunder. The amount specified in the Purchase Order or written request must be sufficient to cover the total cost of the services requested and shall reference this Service Agreement. Except for terms in any Purchase Order or other written request which describe the specific Services being requested (including terms regarding price, quantity or time and place of delivery of such Services), this SA constitutes the entire agreement of the parties and all terms and conditions contained in any such Purchase Order form or other written request issued pursuant to this SA shall be null and void unless explicitly accepted in writing by the CTA Member providing and receiving such Services. **ALL SERVICES ARE BEING SUPPLIED TO PROVIDER WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** VARI makes no

representations that the Customer's use of the Research Material or results generated hereunder will not infringe any patent or proprietary rights of third parties.

6. Customer acknowledges that the Services are not performed under Good Laboratory Practices as that term is defined by federal regulations. Customer hereby assumes all risk associated with (i) the provision of Research Material(s), if any, to VARI or through VARI to any other CTA Member(s) as necessary to perform the requested Services, (ii) performance of Services by VARI or any other CTA Member(s) and (iii) use of results of said Services by Customer and those obtaining such results from Customer. The parties hereby agree that with respect to any Service performed under this Agreement, the liability of VARI and any other CTA Member(s) under this Agreement is limited to the cost of such Service performed as set forth in Exhibit A.

7. VARI and any other CTA Member(s) shall not use results that are generated by VARI and any other CTA Member(s) during the performance of service using Research Materials and Confidential Research Information from Customer for any purposes including, but not limited to, commercial, institutional research and academic purposes.

8. Customer shall comply with all applicable laws, rules and regulations applicable to the jurisdiction where the Research Materials and results of Services are in use, including without limitation all export and import laws and shall do nothing to cause The Van Andel Research Institute or any other CTA Member(s) to violate any such laws, rules and/or regulations.

9. The SA constitutes the entire agreement among the parties to the exclusion of any other documents issued hereunder relating to the Research Material, the services to be rendered by VARI and any other CTA Member(s) and the Confidential Research Information to be disclosed, if any, and may not be modified except by a document signed by all of the relevant parties.

AGREED:

Company/Organization/Institution/Customer Legal Name

Date

Customer's Authorized Official's Name, Title and Signature

Customer's Mailing Address (MUST be provided):

