



Acceptance of this order by AGI is conditioned upon Customer's agreement with the DNA Testing Terms and Conditions set forth below.

DNA Testing Terms and Conditions

The terms and conditions contained herein shall apply to all DNA test(s) being requested by Customer (the "Test(s)"). These terms and conditions shall not be altered, amended, modified, or rescinded, orally or by any other document, except by a writing signed by authorized representatives of Customer, AGI and AAA.

Customer is responsible for ensuring that the DNA samples are submitted to AGI in accordance with the DNA Sample Collection and Shipment Instructions. Upon receipt of the DNA samples, AGI will be responsible for transporting the samples to the testing lab and maintaining the samples until the Test(s) results have been made available to Customer. Any remaining portions of the DNA samples will become the exclusive property of AAA and Customer shall be deemed to have assigned all rights, title and interest in and to the DNA samples to AAA.

Notwithstanding the assignment of such rights, title and interest, AAA hereby agrees that: (1) it will refrain from using any portion of any DNA sample for reproductive cloning of an animal; and (2) upon the written request of a current owner of record (as that phrase is defined in AAA's Rules) of the animal from which the DNA sample was taken, AAA will make any DNA sample remaining in AAA's possession at the time of the request available for additional testing at an AAA-approved lab.

AGI will provide the Test(s) results and any associated performance values to AAA for publication and inclusion on any applicable animal records. AAA will have the right to use and disclose the DNA samples and Test(s) results, as well as any associated information or data relating thereto (e.g. phenotypic data and performance values) for: parent verification; genetic defect testing and reporting; research and development; breed development programs; commercialization of any tests, assessment tools, or other breed improvement products; and any other purpose that would promote the Angus breed or its best interests. AAA may provide to others (e.g. to AGI) the right to also use the DNA samples, Test(s) results and any associated information or data for such purposes, subject to the preceding

paragraph. AGI or AAA, as applicable, will own (i) all intellectual property that is developed through use of the DNA samples and Test(s) results, (ii) all Test(s) results (e.g. genotypes), and (iii) any associated information or data, as well as any benefits arising from any of the foregoing [therefrom].

AGI, AAA AND THE TESTING LAB MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SUITABILITY, USEFULNESS, RELIABILITY, COMPLETENESS, AVAILABILITY, TIMELINESS OR ACCURACY OF THE TEST(S), THE TEST(S) RESULTS, ANY ASSOCIATED PERFORMANCE VALUES, OR ANY OTHER INFORMATION, DATA, PRODUCTS OR SERVICES PROVIDED HEREUNDER. ALL SUCH TEST(S), TEST(S) RESULTS, ASSOCIATED PERFORMANCE VALUES AND OTHER INFORMATION, DATA, PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. AGI, AAA AND THE TESTING LAB HEREBY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND WITH REGARD TO THE SAME, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL AGI, AAA OR THE TESTING LAB BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES, LOSSES, CLAIMS, INJURIES, OR LIABILITIES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF SAMPLES, DATA OR PROFITS, LOSS OF ANTICIPATED OR EXPECTED REVENUE, OR BUSINESS INTERRUPTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TEST(S), THE TEST(S) RESULTS, ANY ASSOCIATED PERFORMANCE VALUES OR OTHER INFORMATION, DATA, PRODUCTS OR SERVICES PROVIDED HEREUNDER OR THE USE OR PUBLICATION OF THE SAME, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF AGI, AAA AND/OR THE TESTING LAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

These terms and conditions constitute the entire agreement between Customer, AGI and AAA with respect to the Test(s). If any provision of these terms and conditions is unlawful, void, or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

I accept and agree to the DNA Testing Terms and Conditions set forth above.