

TESTING SERVICE TERMS AND CONDITIONS

The following Testing Service Terms and Conditions (the “Terms”) apply to all transactions between CDX Analytics, LLC (“CDX”), and the party purchasing (the “Purchaser”) CDX services pursuant to CDX’s Analysis Request Form (the “ARF”) and provide Purchaser with the terms and conditions that govern the ARF. These Terms shall govern all ARFs.

1. **Acceptance.** Purchaser’s order and acceptance of the services from CDX shall be deemed to constitute acceptance of these Terms. This is the complete and exclusive statement of the contract between CDX and Purchaser with respect to the ARF. CDX’s failure to object to terms contained in any subsequent communication from Purchaser will not be a waiver or modification of the terms set forth herein.
2. **Prices and Other Charges.** The prices of the goods and services are those prices specified on the ARF. Price quotations shall automatically expire thirty (30) days from the date issued. Prices for the goods and services exclude all sales, value added, and other taxes and duties imposed with respect to the sale, delivery, or use of any products covered hereby, all of which taxes and duties must be paid by Purchaser.
3. **Payment.** Payment may be made by check, money order, PayPal or wire transfer (all fees are borne by the Purchaser). Purchaser must pay for all services at the time purchaser signs the ARF. Any payment not made when due shall accrue interest up to the rate of 1.5% per month until paid in full. In the event Purchaser fails to make a payment when due, Purchaser shall pay all reasonable costs of collection, including reasonable attorneys’ fees.
4. **Performance of Testing Services.** CDX shall devote and shall cause anyone employed or contracted by CDX that provides services hereunder to devote, commercially reasonable efforts to the performance of the services under the ARF, so as to complete the services in a manner that accords regulatory standards, for the cannabis and hemp industry, and in the shortest reasonable time period possible for performance. As applicable, CDX will render the Services in accordance with the testing requirements in 105 CMR Sec. 725.105(C)(2), the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-Infused Products for Massachusetts Registered Medical Marijuana Dispensaries promulgated by the Massachusetts Department of Public Health (“DPH”) effective March 31, 2016, and/or 935 CMR 500.000: Adult Use of Marijuana, (the “Protocol”) all exhibits thereto, any amendments or updates of the Protocol or exhibits, and any other applicable laws and regulations of the Commonwealth of Massachusetts related to the testing of products containing marijuana.
5. **Compliance with Laws.** The parties agree that the Services performed under this Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates 105 CMR 725, 935 CMR 500, or any other relevant law of the Commonwealth of Massachusetts. Purchaser represents and warrants that it shall comply with (i) all applicable federal, state, and local laws and regulations pertaining to the subject matter of the ARF and (ii) industry and professional standards. Hemp clients represent that the ARF does not contemplate testing marijuana-derived products, as defined in 21 C.F.R. § 1308.11(d) (31) (drug code 7370), and Hemp clients will not submit marijuana samples to CDX for services.

6. **Waste Disposal.** CDX shall destroy excess product in the laboratory on behalf of the Purchaser in compliance with the regulatory requirements as detailed in 105 CMR 725.105(J).

7. **Documents and Confidentiality.** Purchaser may become familiar with trade secrets and confidential information of CDX which derive independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from their disclosure or use (“Confidential Information”). Purchaser agrees not to disclose or utilize any Confidential Information, including without limitation, product specifications, prices, discounts, manufacturing costs, ideas, technical data, customer lists and result reports to which Purchaser has been privy.

8. **Intellectual Property.** “Intellectual Property” means any and all patents, copyrights, trademarks, trade names, trade secrets, know-how and other propriety rights of CDX, and all applications and registrations therefor. Purchaser acknowledges that CDX is the exclusive owner or licensee of all rights, title and interest in and to the Intellectual Property embodied in, related to, or associated with CDX products. Purchaser will immediately notify CDX of any and all suspected infringements of any Intellectual Property which may come to the attention of Purchaser. Purchaser shall notify CDX of infringements it is aware of and CDX will be responsible for taking any action to prevent infringement of the Intellectual Property.

9. **Indemnification.** Purchaser agrees to indemnify CDX, its affiliates and their respective directors, officers, employees, and independent contractors (“CDX Indemnitees”) from and against all damages, liabilities, judgments, settlements, penalties, and costs and expenses (including without limitation, reasonable fees and disbursements of counsel and costs and expenses associated with document production and testimony) as incurred by CDX Indemnitees, arising out of or in connection with any third party (including without limitation, government agencies) claims, suits, actions, proceedings, investigations and demands (“Third Party Claims”) arising out of or in connection with: (a) the breach of this Agreement by Purchaser; (b) any gross negligence or willful misconduct on the part of Purchaser and/or its affiliates; and/or (c) any failure to conduct its business in accordance with applicable laws, and/or (d) claims or losses related Purchaser’s products that do not specifically relate to the Services provided under this Agreement, provided, however, that if such Third Party Claim arises out of CDX’s negligence or willful misconduct, then the amount of the Third Party Claim that Purchaser shall indemnify CDX for pursuant to this Section 10 shall be reduced by an amount in proportion to the percentage of CDX’s responsibilities for such Third Party Claim as determined by a court of competent jurisdiction in a final and non-appealable decision or in a binding settlement between the parties.

10. **Limitation of Liability.** BY PERFORMING THE SERVICES CONTEMPLATED BY THIS ARF, CDX MAKES NO WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE FINISHED PRODUCTS DEVELOPED, PRODUCED, OR SOLD BY PURCHASER. CDX MAKES NO WARRANTIES, WHATSOEVER, BEYOND ANY IMPLIED WARRANTY OF COMPLETION OF THE SERVICES CONTEMPLATED IN THE ARF. UNDER NO CIRCUMSTANCES WILL CDX OR ITS AFFILIATES BE LIABLE FOR ANY

CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF PURCHASER OR ITS CUSTOMERS OR ANY THIRD PARTIES (INCLUDING BUT NOT LIMITED TO, CLAIMS FOR LOSS OF GOODWILL, USE OF MONEY OR USE OF THE PRODUCTS OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF OR RELATING TO BREACH OR FAILURE OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT (INCLUDING, WITHOUT LIMITATION, INDEMNITY OBLIGATIONS), MISREPRESENTATION, NEGLIGENCE, TORTIOUS INTERFERENCE, STRICT LIABILITY, OR ANY OTHER CLAIM IN TORT OR OTHERWISE.

11. **Governing Law.** These Terms, and any ARF subject to them, shall be construed in accordance with the laws of the Commonwealth of Massachusetts without reference to any of its conflicts of laws principles. The parties hereto agree that any and all actions or proceedings seeking to enforce any provision of or based upon any right or claim arising out of, these Terms shall be brought exclusively in the state and federal courts located in Suffolk County in the Commonwealth of Massachusetts.

12. **Independent Contractor.** It is understood and acknowledged that services which CDX will provide to Purchaser hereunder shall be in the capacity of an independent contractor and not as an employee or agent of Purchaser. CDX shall control the conditions, time, details and means by which CDX performs services. Purchaser has no authority to commit, act for or on behalf of CDX or to bind CDX to any obligation or liability.

13. **Survival.** Any term or condition, which by its nature survive the termination or expiration of these Terms, including but not limited the provisions on warranty, limitation of liability, intellectual property and confidential information, shall survive the termination or expiration of these Terms.

14. **Incorporation.** These Terms are hereby expressly incorporated into any and all ARFs entered into between Purchaser and CDX.

15. **Severability.** If any part of these Terms is declared to be invalid or inoperative, these Terms will be valid for all remaining parts.

16. **Force Majeure.** CDX shall not be liable for any damage as a result of any delay in performance or nonperformance due to any cause beyond CDX's reasonable control, including, without limitation, an act of God, act of the Purchaser, delays caused by CDX's suppliers or subcontractors, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to readily obtain necessary labor, materials or manufacturing facilities

17. **Entire Agreement.** These Terms and the ARF contain the entire understanding between CDX and Purchaser with respect to the subject matter contained herein and supersede all prior written or oral communications, negotiations, understandings or agreements of any kind with respect to such subject matter. Failure by CDX to enforce any rights under these Terms shall not

be construed as a waiver of such rights nor shall a waiver by CDX in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.