

Pace® Analytical Services, LLC Terms and Conditions

1. Controlling Provisions. These Standard Terms and Conditions, including any exhibits attached hereto ("Terms") govern the agreed-upon Services set forth in the Quote or any other document outlining the Services (the "Project") that Pace® Analytical Services, LLC ("Pace®") will perform on behalf of the client ("Client") specified in the quote or statement of work (the "Quote") to which these are attached or referenced in the Quote. Pace® and Client shall be referred to collectively as the "Parties," and individually as a "Party." Unless otherwise specifically agreed to in writing by the Parties, all work, services, and Reports as applicable (collectively the "Services") provided by Pace® are undertaken upon these Terms and **supersede** any representations, oral, written, or otherwise communicated, that relate to the Project including **CLIENT TERMS AND CONDITIONS WHICH WILL NOT APPLY.**

2. Warranty.

(a) Pace® warrants that the Services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by a provider of similar services in circumstances similar to those in which the Services are provided. In the event of a breach of this warranty, Pace® agrees, at its own reasonable expense to use reasonable endeavors to correct or re-perform the Services provided prompt notice is given of such breach of warranty. Parties to negotiate resampling contractors and costs.

(b) Pace® makes no other express warranties. Pace® excludes and disclaims all implied warranties, conditions, and undertakings, whether statutory, common law, or otherwise, including, but not limited to, any warranty of fitness for a particular purpose, warranty of merchantability, warranty of non-infringement, and warranty of results.

(c) Client represents and warrants that any information, samples, and related documents it supplies to Pace® ("Client Material") are true, accurate representative, complete, and not infringing. Client acknowledges that Pace® will rely on such Client Material to provide the Services and that Pace® has no obligation or duty to confirm or verify the accuracy or completeness of Client Material. Client further agrees that it will not use any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Pace® in the course of providing the Services to Client together with status summaries or any other communication in any form describing the results of any work or services performed by Pace® (collectively, "Reports") misleadingly and that it will only distribute such Reports in their entirety.

3. Intellectual Property. Pace® shall own and retain all rights in any Pace® material and methodologies existing prior to the effective date of this proposal, as well as in any that Pace® may develop or discover during the execution of this proposal, so long as such discoveries do not incorporate any Client Materials. Client shall own and retain all rights in and to all Client Materials and all Reports.

4. Client Material. Client shall provide Pace® with reasonable written notice prior to the shipment of any Client Material(s) to Pace®. Pace® shall issue any written rejection of Client Materials(s) within seventy-two (72) hours of such notice or acceptance of Client Materials(s) may be presumed. Notwithstanding the foregoing, Client shall at all times remain liable for any loss of or damage to Client Material(s). Unless otherwise set forth in a Quote or agreed to by the Parties in writing, Pace® shall dispose of any non-hazardous Client material(s) within 30 days following completion of the Project. In the event Client requests Pace® retain Client Material(s) longer than thirty (30) days Pace® may charge Client for the costs of storing any such Client Material(s). In addition, Pace® may return at Client's sole cost, and Client must accept, any/all highly hazardous, acutely toxic, or radioactive material(s), material containers, and residues, as well as any/all material(s) for which no approved method of disposal exists.

5. Data. Upon payment in full of all outstanding invoices sent to Client by Pace®, Pace® will provide Client with raw data as specified in the Quote. Pace® will maintain Client raw data for the greater of 3 years or such time period as required by applicable law, and final reports for the greater of 5 years or such time period as required by applicable law. Pending Client's payment in full for the Project, Pace® may retain any Client data not already released.

6. Client Obligations.

(a) Client shall: (i) timely provide Pace® with complete information about all known, reasonably knowable, and/or later learned information related to the Project, as well as any information Pace® may deem necessary for the Project; (ii) obtain, on behalf of Pace®, any license or permission required by any third party for work under the Project; (iii) provide Pace® with at least 10 business days' notice of any known and/or later learned of delays that may reasonably affect the ability of Pace® to start, or complete the Project; and (iv) reimburse Pace®'s reasonable costs to perform any out-of-scope services, such as compliance audits, responding to subpoenas, etc.

(b) To the extent performance of the Project requires Pace® personnel and/or subcontractors to be on Client's premises, Client shall: (i) enable access by Pace® personnel and/or subcontractors to any site necessary for the provision of the Services; (ii) ensure that site conditions are maintained and clear of any hazardous conditions; (iii) ensure that the site has adequate access to all necessary utilities, including power and water; and (iii) maintain any equipment provided by Pace® in good working order.

(c) Client shall reimburse Pace® for any and all costs and expenses, as well as any lost profits due to Client's breach of its obligations set forth herein including any cancellation fees, resampling costs, or in an Exhibit attached hereto.

7. Pace® Obligations.

(a) Pace® will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any safety rules and regulations and other reasonable security requirements made known to Pace® by the Client in writing and accepted by Pace®.

(b) Pace® shall use all reasonable efforts to complete the Project within the time limitations specified in the Quote. Pace® shall not be responsible for any delay in completing the Project where the delay results from Client, Client's employee, agents, or contractors' actions or inactions, or other factors or events beyond Pace®'s control, such as government shutdowns, natural disasters, labor strikes, or other such force majeure events.

8. Compensation. The pricing offered to Client by Pace® in the Quote is predicated upon Client's acceptance of these Terms, and Client agrees to pay the fees set forth in the applicable Project. Payment terms will be established during the client onboarding process and are subject to a credit review. Based on the outcome of that review, payment terms will be designated as prepayment, net 30 days, or other terms set at Pace®'s sole discretion. Clients who decline to complete a credit review shall be subject to prepayment terms. If Client disputes any portion of an invoice, Client shall timely pay the undisputed portion in accordance with the applicable payment terms. To withhold payment of any disputed amount, Client must notify Pace® in writing of the specific dispute within 30 days of the date of the invoice. Pace® may charge Client interest on all unpaid, undisputed amounts, not paid when due under the applicable payment terms, at a rate not to exceed the maximum rate allowed by law. In the event Client asks Pace® to invoice a third party, Client shall remain primarily liable for the payment of any outstanding balance. Failure by Client to pay any outstanding, undisputed invoice within 30 days after the due date set forth in the applicable payment terms shall constitute a material breach of these Terms, at which time Client acknowledges Pace® may, in its sole discretion, suspend its duties and obligations hereunder without liability until Client's account is made current. Client shall be liable to Pace® for any costs incurred by Pace® in collecting unpaid amounts, including reasonable attorneys' fees. Additionally, Pace® may assess 3% surcharge on any payments made by credit card.

9. Confidentiality. Each Party agrees that if, during the performance of the Project, it becomes aware of any confidential or proprietary information of the other, it will not disclose such information except to those employees, or agents who have expressly agreed to maintain its confidentiality. For clarity, Pace®'s compliance with a subpoena or other order shall not violate any requirement for confidentiality between the Parties.

10. Indemnification. Except in cases of proven gross negligence or fraud by Pace®, Client shall indemnify and hold harmless Pace®, its officers, employees, agents, Affiliates, contractors and sub-

contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with: (i) any claims or suits by any regulatory body or governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority; (ii) any claims or suits arising as a result of any misuse, unauthorized, or false use of any Reports issued by Pace®; or (iii) Client's breach of this Agreement or violation of applicable law. This Section shall survive the termination or expiration of this Agreement.

11. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, PACE® SHALL NOT BE LIABLE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR THE LOSS OF PROFITS, DELAY DAMAGES, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY NATURE INCURRED BY THE OTHER PARTY. PACE®'S TOTAL AGGREGATE LIABILITY TO CLIENT SHALL BE THE ACTUAL FEES PAID BY CLIENT IN CONNECTION WITH A PURCHASE ORDER.

12. Insurance. At all times during the Project, each Party will maintain at its own expense insurance that is customary and reasonable in connection with its respective obligations and liabilities under Project, including, without limitation, general liability, and product liability insurance sufficient to cover its respective liabilities.

13. Term and Termination.

(a) These Terms shall continue in full force and effect until completion of the Project, unless earlier terminated in accordance with (b) below.

(b) Either Party may terminate this Agreement if (i) the other Party materially breaches any of its obligations under this Agreement and has not cured such breach within thirty (30) days; or (ii) the other Party is subject to an insolvency or adjudication of bankruptcy or the making of an assignment for the benefit of creditors.

15. Conditioned Offer and Acceptance. PACE®'S TERMS AND CONDITIONS (AS DEFINED HEREIN) ARE THE ONLY TERMS AND CONDITIONS TO WHICH PACE® HAS OR WILL AGREE. PACE® WILL ONLY BE DEEMED TO HAVE ACCEPTED CLIENT'S OFFER TO PURCHASE ON ISSUE OF A CORRESPONDING ORDER CONFIRMATION THAT DOES NOT ALTER PACE®'S TERMS AND CONDITIONS OR UPON CLIENT'S RECEIPT OF PACE'S GOODS AND/OR SERVICES, AND UPON THE SATISFACTION OF EITHER CONDITION, A CONTRACT FOR THE SALE BY PACE® AND PURCHASE BY CLIENT FOR PRODUCTS AND/OR SERVICES SHALL COME INTO EXISTENCE COMPRISED OF THE TERMS AND CONDITIONS (AS DEFINED HEREIN). UNDER NO CIRCUMSTANCES SHALL THE PERFORMANCE OF THIS AGREEMENT OR THE ACCEPTANCE BY CLIENT OF PACE®'S GOODS AND/OR SERVICES INDICATE MUTUAL ASSENT TO AN AGREEMENT THAT DOES NOT INCLUDE THE TERMS AND CONDITIONS (AS DEFINED HEREIN). IN THE EVENT ANY COURT FINDS AN ABSENCE OF A FULLY EXECUTED AGREEMENT BETWEEN THE PARTIES, THE PARTIES ACKNOWLEDGE THAT ACCEPTANCE BY THE CLIENT OF PACE®'S SERVICES WILL OPERATE AS ACCEPTANCE OF THESE TERMS. ANY ATTEMPT BY A PARTY TO MODIFY, VARY, SUPPLEMENT, OR CLARIFY ANY PROVISION OF THESE TERMS AND CONDITIONS OR SUBMIT A COUNTEROFFER, SHALL HAVE NO EFFECT UNLESS REDUCED TO WRITING AND SIGNED BY AN INDIVIDUAL WITH AUTHORITY TO ACT ON BEHALF OF PACE®. ANY REQUEST TO MODIFY, VARY, SUPPLEMENT, OR CLARIFY ANY PROVISION OF THESE TERMS AND CONDITIONS OR SUBMIT A COUNTEROFFER SHALL BE EXCLUSIVELY INITIATED BY SENDING SUCH REQUEST TO FLOWDOWNS@PACELABS.COM. IF PACE® DOES NOT RESPOND IN WRITING WITHIN SEVENTY-TWO (72) BUSINESS HOURS (8:00 A.M. – 5:00 P.M. CENTRAL TIME, MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS AND WEEKENDS) FOLLOWING THE TRANSMISSION OF SUCH REQUEST BY CLIENT TO THE DESIGNATED PACE® EMAIL ADDRESS SPECIFIED IN THE PRECEDING SENTENCE, SUCH

REQUEST WILL BE DEEMED REJECTED AND SHALL NOT BE BINDING UPON PACE®. YOU ARE HEREBY PLACED ON NOTICE THAT PACE® SHALL NOT BE BOUND TO AN AGREEMENT OR CONTRACT THAT ALTERS OR MODIFIES THESE TERMS AND CONDITIONS IN THE ABSENCE OF SUCH REQUEST.

14. Miscellaneous.

(a) These Terms shall be construed and interpreted in accordance with the laws of the State of Delaware, United States of America, and the Parties agree the appropriate venue for any dispute arising out of or relating to the Project shall be the Minnesota courts of general jurisdiction or the United States District Court for the District of Minnesota.

(b) Client may publicly refer to the Project generally and the association of Client with Pace® as a Client testing laboratory, but shall immediately retract, eliminate, and/or remove all such reference upon Pace®'s written request. Unless expressly allowed by Pace®, Client shall not use Pace®'s name or any of its registered marks.

(c) For purposes of these Terms, the Parties may use and rely upon electronic signatures and documents for the execution and delivery of these Terms and any amendments, notices, records, disclosures, or other documents of any type sent or received in accordance with these Terms.

(d) For the purposes of the Project Pace® is an independent contractor and no employer/employee relationship shall be understood to be in any effect as a result of the Project.

(e) These terms may not be assigned by Client with Pace®'s prior written consent. These Terms shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.

(f) If any provision of these Terms is declared void, illegal, or unenforceable, the remainder of these Terms will be valid and enforceable to the extent permitted by applicable law.

(g) No waiver of any right or remedy in these Terms will be implied by failure to enforce such right or remedy and no express waiver will affect any rights or remedies other than that to which the waiver is applicable and only for that occurrence.

(h) Client shall not solicit or recruit Pace® personnel for at least twelve (12) months following the completion or termination of all Projects within Pace®.

(i) These Terms may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together will constitute one and the same instrument. A signed counterpart may be delivered by any reasonable means, including facsimile or other electronic transmission.

(j) All understandings, including all prior or contemporaneous understandings, between the Parties are incorporated in this Agreement. The terms of this Agreement (including Pace®'s Terms and Conditions, as defined above) are intended by the Parties as a final, complete and exclusive expression of their agreement with respect to its subject matter and supersede and replace all prior or contemporaneous discussions, negotiations, letters, memoranda or other communications, oral or written, with respect to the subject matter hereof and may not be contradicted by any evidence of any prior agreement (either written or oral). Client represents and agrees that it has not relied on any statement, communication, representation, or promise that is not set forth in this Agreement, and Client acknowledges that any such statement, communication, representation, or promise is hereby revoked.

Exhibit A
Sample Addendum.

The following terms shall apply in the event Services involve the analysis of Client provided samples.

1. Definitions:

Chain of Custody (COC): A document evidencing the collection, handling, delivery, etc. of a sample or Sample Delivery Group.

Holding Time: The maximum amount of time a sample may be stored before being analyzed.

Sample Delivery Acceptance (SDA): The date and time when Pace® officially receives a sample or Sample Delivery Group, as evidenced by either a notation on the Chain of Custody or an entry in the Pace®'s information management system (LIMS).

Sample Delivery Group (SDG): A set of samples normally shipped and reported to the Pace® as a group.

Turnaround Time (TAT): The maximum allowable period within which Pace® must report out its analytical results to Client, calculated from the date of SDA.

2. Client's Obligations:

a. To initiate Pace®'s services, Client must reference a quotation number (if applicable) and complete one of the following steps: (1) Submit a completed purchase order by Hand (i.e., in person, mail, or e-mail; or (2) Place an order by telephone, e-mail, or delivering an SDG to Pace® and completing a COC.

b. For each sample or SDG (unless otherwise agreed to by Pace® in writing) Client must give five (5) days' prior notice for each sample delivery and provide the following information:

- i. Name of the responsible Client project manager
- ii. Name of the Client personnel person submitting the sample
- iii. Name/location of the collection site
- iv. Date and time of collection
- v. Shipping details, including method and expected delivery date
- vi. Specific testing being requested, and
- vii. Sufficient details about reporting requirement(s).

c. Client shall also pay for any additional service it orders on any already analyzed sample and obtain Pace®'s written consent before assigning billing or payment of Pace® services to any third party (failure to do so means Client remains responsible for any outstanding balance).

d. Client shall also refrain from using any of Pace®'s supplies (e.g., containers) in connection with any non-Pace® services and will ensure that any sample(s) containing a known hazardous substance is labeled packaged, manifested, transported, and delivered to Pace® in accordance with all applicable regulations.

3. Pace®'s Obligations: Pace® Shall

a. Identify on quotation if services will be sent to another Pace® location or to a third party .

b. Promptly notify Client of any:

- i. Missing or otherwise compromised sample(s)
- ii. Significant delays or other issues affecting Pace®'s services, or
- iii. Subpoena or similar demand for Pace® compliance.

c. Maintain high-quality services.

d. Prepare and keep accurate records.

e. Obtain/maintain any necessary permit(s), license(s), or certification(s).

f. Charge its fees on a net 30 basis (unless otherwise agreed).

g. Impose a one and a half percent (1.5%) per month late charge on any unpaid balances.

h. Invoice Client for each sample or SDG as reported.

i. Assume risk of loss or damage to any Client sample(s) upon SDA.

j. Initiate analysis within established holding times – so long as SDA occurred within 48 hours of collection or the first half of the maximum allowed holding time.

4. Pace® Discretionary Actions: Pace® may:

a. Cease all services, including any release of data, if Client does not pay as agreed.

b. Reject or rescind any SDA if Pace® decides sample poses a risk.

c. Charge or bill Client directly for:

- i. Any supplies (including containers) that are not used or returned
- ii. Expedited outbound/return shipping for any sample that is not time-sensitive
- iii. Disposal of any air sample not reclaimed within seven (7) days of Pace®'s SDA thereof
- iv. Disposal of any other sample not reclaimed within 21 days of Pace®'s SDA thereof
- v. A minimum fee for invoicing and/or handling any sample
- vi. A sample that underwent SDA, but was not analyzed, at Client's direction
- vii. Additional shipping and handling as deemed necessary
- viii. Change in scope and/or rescheduling fees
- ix. Minimum fees or additional surcharges as necessary
- x. Reasonable attorneys' fees
- xi. Resampling costs related to missed deliveries, etc.
- xii. Off cycle pricing increases dictated by the market, and
- xiii. Any request for re-analysis following release of the report if the results are within the variability of the method (or acceptable parameters).

d. Return unused portions of samples found or suspected to be hazardous to Client, at Client's cost.

e. Retain Client's unreleased data and/or cancel Client's web portal access pending payment in full.

f. Increase prices on an annual basis to support market-driven cost increases.

5. Multiple Dilutions: Unless in relation to stack testing, Pace® will report a single value for each analyte based on the most appropriate analysis or dilution for that analyte. Based on general screening where appropriate, samples will be reported on a dilution-only basis due to concentrations of target analytes present. Pace® may attempt a 10-fold more concentrated analysis if practicable. Client may also request and pay for additional dilutions if practicable.

6. Dry Weight Correction / Percent (%) Moisture: Consistent with all applicable reporting methods, Pace® will automatically analyze any solid sample (soil) for % moisture to allow for dry weight correction and charge accordingly. If "wet weight" reporting is requested by the client or the regulatory agency, Pace® will maintain the charge for dry weight correction even if the results were not corrected for the applicable reporting criteria.

INITIATION OF SERVICES: Upon timely delivery of samples, Pace® will meet mutually agreed upon turnaround times. All turnaround times will be calculated from the date of Sample Delivery Acceptance. Sample Delivery Acceptance is the point in time when Pace® has determined that it can proceed with defined work following receipt, inspection of samples, and resolution of any discrepancies. To meet Acceptance requirements, Pace® must be provided with samples that have at least 50% of holding time remaining. If any samples have less than 50% holding time remaining, then a rush charge shall apply.

Sample Receipt & Inspection

Within two (2) days of sample receipt, Pace® will inform Client if, for any reason, Pace® cannot proceed with the Services. At that time Client has the right to direct Pace® to perform the analyses, with the understanding that the requirements may not be met, to direct Pace® to send the samples to another laboratory, or to direct Pace® to cancel the analyses and upon request return the sample to Client.

Risk of Loss to Client

Prior to Sample Receipt and Inspection, the entire risk of loss or damage to samples remains with Client or its contractors. In no event will Pace® have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from premises of Pace®, except where Pace® provides courier service, in which case, Pace® shall be responsible for damage to samples while in custody of Pace®.

Risk of Loss to Laboratory

If Pace® causes samples to be lost, damaged, aerated or improperly diluted during or after log in and inspection, Pace® shall be liable to Client under the "Remedies" set forth below. Risk of loss or damage to samples passes to Pace® upon completion of log in and inspection.

REMEDIES: Client's only remedy for breach of warranty by Pace® in connection with any of its Services will be 1) reperformance of such Services by Pace®, or 2) refunding (in full or in part, as appropriate) by Pace® of the fees Client paid for such Services. Obligation by Pace® to reperform any Services with respect to any samples will be contingent on Client's providing, at the request of Pace®, additional samples, if necessary.

Exhibit B

Sample Addendum.

The following terms shall apply in the event Services involve onsite sampling.

1. Definitions:

Chain of Custody (COC): A document evidencing the collection, handling, delivery, etc. of a sample or Sample Delivery Group.

Holding Time: The maximum amount of time a sample may be stored before being analyzed.

Turnaround Time (TAT): The maximum allowable period within which Pace® must report out its analytical results to Client, calculated from the date of SDA.

2. Client's Obligations:

a. To initiate Pace® services, Client must reference a quotation number (if applicable) and complete one of the following steps:

- (1) Submit a completed purchase order by Hand (i.e., in person, mail, or e-mail); or
- (2) Place an order by telephone, e-mail, or delivering an SDG to Pace® and completing a COC.

b. Reference the Pace® quote for other site-specific Client Obligations.

c. To avoid cancellation fees, notify Pace® in writing at least 45 days prior to any scheduled testing services.

3. Obligation of Pace®: Pace® Shall

a. Identify on quotation if samples will be sent to another Pace® location or to a third party .

b. If samples are to be sent to another Pace® location or to a third party, promptly notify Client of any:

- i. Missing or otherwise compromised sample(s)
- ii. Significant delays or other issues affecting the Pace® services, or
- iii. Subpoena or similar demand for Pace® compliance.

c. Maintain high-quality services.

d. Prepare and keep accurate records.

e. Obtain/maintain any necessary permit(s), license(s), or certification(s).

f. Charge its fees on a net 30 basis (unless otherwise agreed).

g. Impose a one and a half percent (1.5%) per month late charge on any unpaid balances.

h. Impose cancellation fees as outlined in the applicable quotation. Unless otherwise noted in the Pace® quote, cancellation fees will be imposed by Pace® if Client fails to cancel or reschedule any testing services at least 45 days prior to the scheduled services as outlined in the Pace® quote.

4. Pace® Discretionary Actions: Pace® may:

- a. Cease all services, including any release of data, if Client does not pay as agreed.
- b. Charge or bill Client directly for:
 - i. Any supplies (including containers) that are not used or returned
 - ii. Disposal of any air sample not reclaimed within seven (7) days of Pace®’s SDA thereof
 - iii. A minimum fee for invoicing and/or handling any sample
 - iv. Additional shipping and handling as deemed necessary
 - v. Change in scope, on site delays, additional testing days, and/or rescheduling fees
 - vi. Minimum fees or additional surcharges as necessary
 - vii. Reasonable attorneys’ fees
 - viii. Resampling or additional sampling costs related to schedule changes
 - ix. Off cycle pricing increases dictated by the market
 - x. Preservice fees to initiate or lock down project dates
 - xi. For any request for re-tests following release of the report if the results are within the variability of the method (or acceptable parameters).
- c. Retain Client’s unreleased data and/or cancel Client’s web portal access pending payment in full.
- d. Increase prices on an annual basis to support market-driven cost increases.

AGREED:

Client	Pace® Analytical Services, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____