



## MARKETING AGENT AGREEMENT

THIS AGREEMENT (the "Agreement"), effective as of the complete execution date thereof ("Effective Date"), is by and between, \_\_\_\_\_, having its offices at \_\_\_\_\_, (hereafter referred to as "Sublicensee"), and \_\_\_\_\_, (hereafter referred to as "Marketing Agent").

WHEREAS, Sublicensee has entered into a Sublicensee Agreement with Microbiologics, Inc. ("Microbiologics") wherein Sublicensee will purchase from Microbiologics the licensed products listed on Addendum A hereto (the "Microbiologics Licensed Products") for re-sale; and,

WHEREAS, in connection with the re-sale of the Microbiologics Licensed Products, Sublicensee has been authorized by American Type Culture Collection, a District of Columbia not-for-profit corporation ("ATCC"), (a) to sell ATCC materials included in Licensed Products (the "ATCC Materials"), and 2) to use ATCC licensed trademarks and Catalog Marks (the "ATCC Trademarks") in accordance with the terms of the Sublicense Agreement; and

WHEREAS, Sublicensee has elected to develop a distribution system which includes marketing agents who are under contract with Sublicensee as secondary sellers of Microbiologics Licensed Products to End Users; and

WHEREAS, as a condition of entering into the Sublicense Agreement with Microbiologics, Sublicensee has agreed to secure from each of its marketing agents, an executed agreement which includes the terms contained in this Agreement before authorizing the Marketing Agent to represent or sell Microbiologics Licensed Products.

NOW, THEREFORE, Sublicensee and Marketing Agent agree as follows:

1. Marketing Agent acknowledges and agrees that all sales of Microbiologics Licensed Products distributed through Sublicensee are subject to the terms and conditions of the Sublicense Agreement between Microbiologics and Sublicensee. Because Marketing Agent is under contract with Sublicensee, Marketing Agent understands and agrees that Sublicensee is responsible for the actions and activities of the Marketing Agent, and that the actions and activities of the Marketing Agent must meet the requirements of the Sublicense Agreement between Microbiologics and the Sublicensee. As a result, Marketing Agent acknowledges and agrees that:
  - (a) The Microbiologics Licensed Products, the ATCC Materials, the ATCC Trademarks, and the Trademarks of Microbiologics have established prestige, high quality and goodwill and are well recognized in academia, industry and the public, and that it is of great importance that, during the sale of Microbiologics Licensed Products the high quality of the products bearing the ATCC and Microbiologics marks and names, and the high standards and reputations of ATCC and Microbiologics be maintained.

- (b) In order to maintain the integrity of the ATCC and Microbiologics products and marks, strict compliance with the requirement of the End User License by all purchasers of Microbiologics Licensed Products will be strictly adhered to.
- (c) To maintain the integrity of the Microbiologics Licensed Products, the Sublicensee and the Marketing Agent will promptly notify Microbiologics concerning complaints or quality problems related to the products, including instances in which the Microbiologics Licensed Products have been misidentified, contaminated, returned, or in which other unauthentic or adulterated Microbiologics Licensed Products have been sold.
- (d) All sales and deliveries of Microbiologics Licensed Products must be immediately suspended in the event of a notice from Microbiologics concerning the safety, public health, protection of the environment, regulatory compliance, or quality control issues concerning the Microbiologics Licensed Products.
- (e) The ATCC Trademarks and Microbiologics Trademarks which have been licensed to the Sublicensee are the exclusive property of Microbiologics and/or ATCC, and no Sublicensee or Marketing Agent shall do anything which damages, discredits or infringes on the Trademarks.
- (f) If Marketing Agent becomes aware of any claim by a Third Party that the activities of the Sublicensee or Marketing Agent infringes upon property rights owned by that Third Party, such claims will be promptly brought to the attention of Microbiologics and ATCC.
- (g) Marketing Agent will promptly notify Microbiologics if it becomes aware of circumstances where the ATCC Trademarks or Microbiologics Trademarks are being used in an illegal or improper manner.
- (h) Immediately upon being notified that the rights of the Sublicensee and Marketing Agents have been terminated, the Marketing Agent will make no further use of the ATCC Trademarks.
- (i) Marketing Agent shall obtain and maintain all authorities, consents and clearances required for the distribution, demonstration, advertising and sale of Microbiologics Licensed Products and, more generally, to the performance of this Agreement, and shall comply with all relevant laws in connection therewith.
- (j) ATCC retains intellectual property rights to the ATCC Materials contained or incorporated in Microbiologics Licensed Products.
- (k) Marketing Agent acknowledges that its failure to comply with any of the requirements of this paragraph would constitute a material breach of the Sublicense Agreement between Microbiologics and Sublicensee, and this Agreement.

2. Marketing Agent acknowledges that:

THE MICROBIOLOGICS LICENSED PRODUCTS ARE DERIVED FROM ATCC MATERIALS WHICH ARE NOT INTENDED FOR USE IN HUMANS. MARKETING AGENT AGREES THAT ATCC MATERIALS DESIGNATED AS BIOSAFETY LEVEL 2 OR 3 CONSTITUTE KNOWN PATHOGENS AND THAT OTHER ATCC MATERIALS NOT SO DESIGNATED AND ANY

PROGENY, DERIVATIVE OR MODIFICATION MAY BE PATHOGENIC UNDER CERTAIN CONDITIONS.

3. End User and End User License. Marketing Agent acknowledges and agrees that no Microbiologics License Products can be sold to, and no deliveries of Microbiologics Licensed Products will be made to, any third party unless the End User License attached as Addendum B hereto has first been secured in a legally binding manner from such third party (an "End User"). Marketing Agent shall promptly provide to the Sublicensee all records related to End User Licenses and sales of Microbiologics Licensed Products.
4. Marketing Agent acknowledges and agrees that all Microbiologics Licensed Products will be delivered to End Users by either Microbiologics or Sublicensee, and that the Marketing Agent will not take physical delivery of, or warehouse any of the Microbiologics Licensed Products.
5. Marketing Agent acknowledges and agrees that the Sublicensee's rights to use the ATCC Trademarks and Microbiologics trademarks are limited to the Sublicensee only, and that these rights do not inure to the Marketing Agent.
6. Notwithstanding the foregoing, the Marketing Agent may; (a) distribute and use any promotional materials provided by Microbiologics in connection with the sale of Microbiologics Licensed Products ("Microbiologics Promotional Materials"); (b) distribute and use any promotional materials provided by Sublicensee which have been approved by Microbiologics pursuant to the License Agreement ("Sublicensee Promotional Materials"); and (c) use the ATCC Catalog Marks in a line listing for product reference purposes in connection with the sale of Microbiologics Licensed Products (The ATCC Trademarks, together with the Microbiologics Promotional Materials and Sublicensee Promotional Materials, are collectively referred to as the "Materials"). The Materials may be used by the Marketing Agent on its website so long as Microbiologics consents in writing to such use prior to the use of the Materials in accordance with this Paragraph, and Marketing Agent complies with Microbiologics' instructions and specifications regarding the use of the Materials, as provided in this Agreement and ATCC's Specifications for using the ATCC Licensed Derivative® Emblem and Catalog Marks. Marketing Agent may not use the ATCC Trademarks, in whole or in part, in its or its employees' domain names, email addresses, as key words, or as metadata, including metatags. Marketing Agent may not use the Materials in any other context other than those expressly permitted by this Paragraph, and Marketing Agent acknowledges that such actions would constitute a material breach of this Agreement.
7. All rights hereunder are non-exclusive, non-transferable and non-assignable by Marketing Agent.
8. This Agreement will terminate if and when the Sublicense Agreement between Microbiologics and Sublicensee expires, or is terminated, for any reason. Furthermore, this Agreement may be terminated by written notice to the Marketing Agent if Marketing Agent breaches a covenant contained in this Agreement and has failed to cure or demonstrate the nonexistence of the breach within thirty (30) days of receipt of a written notice and demand to cure such breach, or if Marketing Agent becomes insolvent under local law, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, files a voluntary petition in bankruptcy or for a reorganization or to effect a plan or other arrangement with its creditors, files an answer to a creditor's petition or other petition against it for an adjudication in bankruptcy or thereof, or applies for or permits the appointment of a receiver, trustee, or custodian for any substantial portion of its properties or assets. Finally, this Agreement will be terminated if, in the judgment of Microbiologics, the Marketing Agent, through its acts or omissions, threatens or denigrates the prestige, high quality and goodwill of the products, marks and names owned by ATCC and Microbiologics.

9. **Notice of Countries of Use.** Within twenty (20) days of the Effective Date, Marketing Agent shall provide to the Chief Executive Officer of Microbiologics a report completely and accurately listing the countries in which Marketing Agent intends to use the Trademarks, and specifying those countries in which registration of this Agreement is required. Marketing Agent acknowledges that failure to comply with this provision shall constitute a material breach of this Agreement. If, during the term of this Agreement, the Marketing Agent intends to enter a new country not included on the list, the Marketing Agent will provide written notice of that intention to the President of Microbiologics at least twenty (20) days before entering the new country. The Microbiologics Licensed Products are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Unless specifically authorized in writing by Microbiologics prior to any access, the Marketing Agent shall not export Microbiologics Licensed Products under any circumstances whatsoever.
10. **Waivers.** No term or provision of this Agreement shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No waiver of a breach shall be deemed to be a waiver of a different or subsequent breach. Failure by either Party to enforce, or delay in exercising, or partial exercise of any covenants or rights or remedies under this Agreement shall not be deemed or construed as a waiver of such rights, nor shall waiver by either Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other or subsequent instances.
11. **Severability.** In the event any term or provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
12. **Governing Law.** This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Minnesota as those laws are applied to contracts entered into, and to be performed entirely in Minnesota by Minnesota residents.
13. **Entire Agreement.** This Agreement constitutes and contains the entire Agreement of the Parties respecting their subject matter and supersedes any and all prior negotiations, correspondence, understandings and agreements, whether written or oral, between the Parties respecting its subject matter.
14. **Covenant of Further Assurances.** Microbiologics, Sublicensee and Marketing Agent covenant and agree that, subsequent to the execution and delivery of this Agreement and without additional consideration, each party shall execute and deliver any further legal instruments and perform any acts which are or may become necessary to effectuate the purposes of this Agreement.
15. **Amendments.** This Agreement may not be modified, changed or terminated orally. No change, modification, addition or amendment shall be valid unless in writing referring expressly to this Agreement and signed by an authorized representative of each of the Parties hereto. Amendment of any provision concerning ATCC's rights as a third party beneficiary shall also require the written approval of ATCC.
16. **Addresses.** For purposes of mailings of notices, payments, or other communications, the addresses of the Parties are given below. A Party may change its address by giving written notice to the other Party. Notices shall be deemed given as of the date of mailing by (a) certified mail, return receipt requested, or (b) facsimile with a written confirmation copy, to the above addresses (or such other addresses as may be specified in writing by a Party).

In the case of Sublicensee:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

In the case of Marketing Agent:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

IN WITNESS WHEREOF, Sublicensee and Marketing Agent have caused this Agreement to be executed in duplicate by their respective duly authorized officers.

**For SUBLICENSEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**For MARKETING AGENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ADDENDUM A TO MARKETING AGENT AGREEMENT:  
LIST OF MICROBIOLOGICS BRANDS

1. **LYFO DISK™** – Vial of lyophilized QC microorganism pellets.
2. **KWIK-QC Slides™** – Microscopy slides containing a positive and negative inoculated well and space for concurrent staining of culture isolates or clinical samples.
3. **KWIK-STIK™** – Self-contained devices including a lyophilized QC microorganism pellet, a reservoir of hydrating fluid, and an inoculating swab.
4. **KWIK-STIK™ Plus** – Self-contained devices including a lyophilized QC microorganism pellet, a reservoir of hydrating fluid, and an inoculating swab. Microorganisms are two passages from the reference culture.
5. **Epower™** – Lyophilized QC microorganism pellets quantitated to concentrations ranging from  $10^2$  to  $10^8$  colony forming units (CFU) per pellet.
6. **EZ-Accu Shot™** – Lyophilized QC microorganism pellets quantitated to deliver 10 – 100 colony forming units (CFU) per 0.1 ml inoculum when processed as directed.
7. **EZ-Accu Shot™ Select** – Lyophilized QC microorganism pellets quantitated to deliver 10 – 100 colony forming units (CFU) per 0.1 ml inoculum when processed as directed.
8. **EZ-CFU™** – Lyophilized QC microorganism pellets quantitated to deliver 10 – 100 colony forming units (CFU) per 0.1 ml inoculum when processed as directed.
9. **EZ-CFU™ One Step** – Lyophilized QC microorganism pellets quantitated to deliver 10 – 100 colony forming units (CFU) per 0.1 ml inoculum when processed as directed.
10. **EZ-COMP™** – Self-contained devices including a lyophilized QC microorganism pellet, a reservoir of hydrating fluid, and an inoculating swab. Mixed microorganism populations packaged as blind samples for training and proficiency purposes.
11. **EZ-FPC™** – Lyophilized QC microorganism pellets quantitated to concentrations of  $10^2$  and  $10^3$  colony forming units (CFU) per pellet.
12. **EZ-PEC™** – Lyophilized QC microorganism pellets quantitated to deliver  $1.0 \times 10^5$  to  $1.0 \times 10^6$  colony forming units (CFU) per ml of the product being tested, when processed as directed.
13. **EZ-SPORE™** – Lyophilized QC microorganism pellets quantitated to deliver  $10^4$  colony forming units (CFU) per pellet.
14. **Lab-Elite™ Certificated Reference Material (CRM)** – Self-contained devices including a lyophilized QC microorganism pellet, a reservoir of hydrating fluid, and an inoculating swab. Microorganisms are one passage from the reference culture and classified as Certified Reference Material.
15. **EZ-Hydro Shot™** – Lyophilized QC microorganism pellets quantitated to deliver 20 – 100 colony forming units (CFU) per pellet.
16. **Microbiology QC slides** – Microscopy slides containing droplets of an air-dried, fixed and preserved organism, or a smear.

## ADDENDUM B TO MARKETING AGENT AGREEMENT:

### END USER LICENSE

PLEASE READ THIS AGREEMENT.

THIS END USER LICENSE ("AGREEMENT") IS BETWEEN MICROBIOLOGICS, INC. (THE "COMPANY" OR "MICROBIOLOGICS"), AND AN INDIVIDUAL, CORPORATION OR OTHER ENTITY (THE "END USER" OR "YOU"). THIS AGREEMENT GOVERNS THE TERMS UNDER WHICH THE END USER MAY PURCHASE MICROBIOLOGICS' PRODUCTS ("PRODUCTS") FROM THE COMPANY, ITS DISTRIBUTORS OR RESELLERS PURSUANT TO A SUBLICENSE AGREEMENT. THE PRODUCTS INCLUDE MATERIALS AND TRADEMARKS OWNED BY THE AMERICAN TYPE CULTURE COLLECTION ("ATCC") WHICH HAS GRANTED A LICENSE TO THE COMPANY FOR THIS PURPOSE. THE COMPANY IS WILLING TO GRANT END USERS THE RIGHT TO PURCHASE AND USE THE COMPANY'S PRODUCTS ONLY IF THE END USER ACCEPTS ALL OF THE TERMS OF THIS AGREEMENT.

IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. BY CLICKING THE "I AGREE" BUTTON BELOW AND ACCESSING AND USING THE PRODUCTS, THE END USER ACKNOWLEDGES THAT THE END USER HAS READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT. IF THE END USER DOES NOT AGREE TO ANY OF THE TERMS IN THIS AGREEMENT, THE END USER SHOULD NOT UTILIZE THE PRODUCTS.

1. **SCOPE OF USE.** *You may only use the Products provided to you for quality control in your laboratory.* The Products are not intended for use in humans. End User agrees that Products designated as Biosafety Level 2 or 3 constitute known pathogens and that other Products not so designated and Replicates or Derivatives may be pathogenic under certain conditions. End User assumes all risk and responsibility in connection with the receipt, handling, storage, disposal, transfer and use of the Products including without limitation taking all appropriate safety and handling precautions to minimize health or environmental risk. End User agrees that any activity undertaken with the Products and Replicates or Derivatives will be conducted in compliance with all applicable guidelines, laws and regulations.

"Replicate" means any biological or chemical material that represents a substantially unmodified copy of the Products such as, but not limited to, material produced by growth of microorganisms. "Derivative" means any material created from the Products that constitutes an unmodified functional sub-unit from the Products or is substantially modified to have new properties.

2. **RESTRICTIONS.** End User may not use, copy, modify or transfer the Products, Replicates or Derivatives to others in whole or in part except as expressly provided in this Agreement. The Products contain trade secrets and intellectual property of Microbiologics and ATCC, and the End User may not reverse engineer, replicate, alter, or tamper with the Products, their Replicates or Derivatives, or authorize any third party to do any of the foregoing. The rights granted hereunder to the End User are personal to the End User, and any attempt by the End User to transfer any of the rights, duties, or obligations hereunder is void and shall terminate this Agreement. An End User may not rent, lease, loan, resell for profit, or distribute the Products, Replicates or Derivatives or any part thereof in any way.

3. **OWNERSHIP.** The Products are the property of Microbiologics and ATCC, and may be protected by patent, copyright, trade secret, trademark and other laws. The Products are provided to the End User for use only under the terms of this Agreement, and the Company and ATCC reserve all rights not expressly granted to the End User.

4. **TERMINATION.** This Agreement will terminate immediately without notice to the End User if the End User breaches a term of this Agreement, or if the End User does not pay the Company, its distributor or sublicensee, the full purchase price in accordance with the purchase contract. Further, in the event of a termination or expiration of any agreement between the Company and ATCC on all or a part of the Products, the End User's right to access and use the Products may also terminate or expire.

5. **WARRANTY DISCLAIMER.** Microbiologics warrants that any Products shall meet the specifications on the Product information sheet, Certificate of Analysis, and/or catalog description until the expiration date on the Product label. The exclusive remedy for breach of this warranty is, at Microbiologics' option, (a) refund of the fee paid by End User for such Product (exclusive of shipping and handling charges), or (b) replacement of the Product. The exclusive remedy applies under the condition that End User handles and stores Products as described in the Product insert. To obtain the exclusive remedy, End User must report the lack of viability to Microbiologics' Technical Service Department within the warranty period. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE PRODUCTS AND ANY TECHNICAL INFORMATION AND ASSISTANCE PROVIDED BY MICROBIOLOGICS ARE PROVIDED AS IS, WITHOUT WARRANTIES BY MICROBIOLOGICS OR ATCC OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TYPICALITY, SAFETY, ACCURACY, AND NON-INFRINGEMENT.

6. **COMPLIANCE WITH LAW.** END USER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE FOREIGN AND DOMESTIC, FEDERAL, STATE, AND LOCAL STATUTES, ORDINANCES, AND REGULATIONS.

7. **EXPORT LAW.** The Company's Products are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Unless specifically authorized in writing by the Company prior to any access, the End User agrees not to export the Products under any circumstances whatsoever. In any case, the End User will indemnify and hold the Company, Sublicensee and ATCC harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney fees) arising from, or relating to, any breach by the End User of the End User's obligations under this section.

8. **LABORATORY QUALIFICATION ASSURANCE.** The microorganisms and subsequent growth on culture media deriving from the Products, Replicates or Derivatives are considered to be bio-hazardous. Government agencies do regulate the disposal of these materials. By entering into this End User License, End User confirms that its laboratory procedures comply with the handling and disposal of these bio-hazardous materials, and that End User's laboratory staff is qualified and properly trained to receive, process and store lyophilized microorganisms. End User acknowledges that the lyophilized microorganisms are for in-vitro use only and are to be used according to their intended use.

9. **INDEMNIFICATION.** To the extent permitted by law, End User hereby agrees to indemnify, defend and hold Microbiologics, Sublicensee and ATCC harmless against any third party claims, losses, expenses, and damages (including reasonable attorney's fees) arising out of or relating to the use, receipt, handling, storage, transfer, disposal and other activities related to the Products. Any resolution of a claim subject to this indemnification agreement will be subject to written consent by Microbiologics and ATCC.

10. **LIMITATION OF LIABILITY.** IN NO EVENT WILL MICROBIOLOGICS, OR ATCC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR PRODUCTS (WHETHER IN



CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE) EVEN IF MICROBIOLOGICS OR ATCC HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MICROBIOLOGICS' AND ATCC'S CUMULATIVE LIABILITY EXCEED THE FEES PAID BY END USER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. End User agrees that the limitations of liability set forth in this Agreement shall apply even if a limited remedy provided hereunder fails of its essential purpose.

11. **INTELLECTUAL PROPERTY.** Microbiologics and ATCC shall retain ownership of all right, title and interest in the Products. The Products are subject to the restrictions noted in the "Scope of Use" section above. End User expressly acknowledges that Microbiologics retains all right, title and interest in any trademarks registered or owned by Microbiologics, the Microbiologics trade name, and the Microbiologics catalog marks. End User also expressly acknowledges that ATCC retains all right, title and interest in the ATCC trademark, the ATCC trade name, and the ATCC catalog marks and any trademarks registered or owned by the ATCC. End user expressly agrees not to use any of Microbiologics' trademarks, the ATCC trademark, the ATCC trade name or the ATCC catalog marks in any way in connection with the offering, marketing, promotion, or sale of any Products, Replicates or Derivatives without Microbiologics' or ATCC's prior written agreement.

12. **GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Minnesota as those laws are applied to contracts entered into, and to be performed entirely in Minnesota by Minnesota residents. Any legal suit, action or proceeding arising out of, or relating to this Agreement, shall be commenced in a federal court in Minneapolis or St. Paul, Minnesota or the state court in Stearns County, Minnesota, and each Party hereto irrevocably submits to the personal and exclusive jurisdiction and venue of any such court in any such suit, action or proceeding and waives any right which it may have to transfer or change the venue of any such suit, action or proceeding, except that in connection with any suit, action or proceeding commenced in a state court, each Party retains whatever right it may have to remove such suit, action or proceeding to federal court in Minnesota. The parties agree that the United Nations Convention or Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

13. **WAIVER.** No failure to enforce any term of this Agreement shall constitute a waiver of such term in the future.

14. **ASSIGNMENT.** Neither this Agreement nor any of the End User's rights or obligations hereunder may be assigned by the End User in whole or in part without the prior written approval of the Company and ATCC. Any other attempted assignment shall be null and void.

15. **SEVERABILITY.** If any part of this Agreement is for any reason found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected.

16. **COMPLETE AGREEMENT.** This Agreement, together with the Company's Product information sheet, Certificate of Analysis, and/or catalog description, is the complete and exclusive statement of the agreement between the Company and the End User, and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter of this Agreement. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by a corporate officer of the Company. Amendment of any provision concerning ATCC's rights as a third party beneficiary shall also require the written approval of ATCC.

**For End User**

_____ Signature	_____ Date
_____ Printed Name	_____ Job Title
_____ Company Name	_____ Title
_____ Address	
_____ City, State, Zip	_____ Country
_____ Phone Number	_____ Email