

# Stockman's Resource Center LLC™

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## DNA Testing Services Terms and Conditions

These DNA testing services are provided by Stockman's Resource Center, LLC (SRC) and performed by Geneseek, Inc, a licensed genetic testing facility. The Terms and Conditions set out below apply to the Customer Information and Order Form and are binding upon you and SRC, LLC. By submitting this Order with your signature, you agree to these Terms in full.

1. **Sampling Procedures:** You agree to follow any and all procedures for sample collection, shipping, or any other procedure associated with forwarding the DNA sample to SRC, as set forth in the "Sample Collection and Shipment Instructions" accompanying the Sample Submission Form. Deviation from or failure to follow the procedures may lead to error in analysis and you agree the SRC shall not be responsible or liable in any manner for any analytical error resulting from non-compliance with the outlined procedures.
2. **Payment:** You agree to remit payment to SRC as specified on the Order Form.
3. **Confidentiality:** SRC will exercise due care to keep the results of any testing confidential, unless otherwise authorized on the Sample Submission Form, but shall have no responsibility to do so to the extent that such information or material is (a) already known to SRC or was publicly known at the time of submission; (b) becomes publicly available in the absence of a violation of these Terms and Conditions; (c) is disclosed to SRC by a third party with a legal right so to do; (d) is developed by SRC independently of and without reference to the information or material; or (e) must be disclosed under operation of law and without further protection as to confidentiality.
4. **Adequacy of Sample:** You agree that SRC and Geneseek shall have the right in their sole discretion to determine and judge whether a given sample is adequate to perform the testing and supply the results specified on the Order Form. SRC may require you to submit a further DNA sample or samples from the same test subject, without charge to you unless otherwise specified on the Order Form, before proceeding with any DNA analysis.
5. **Limited Warranty and Intellectual Property Indemnification:** You understand and agree that SRC makes no warranty as to the test results under the Order Form, notwithstanding any statement, whether written or verbal, made by or on behalf of SRC as to the accuracy of the test results. SRC DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER POTENTIALLY APPLICABLE WARRANTY. SRC DOES NOT WARRANT THAT THE DNA TESTING PERFORMED HEREUNDER IS WITHOUT DEFECT OR ERROR OR THAT OPERATION OF THE DNA TESTING SERVICES WILL BE WITHOUT ERROR.
6. **Disclaimer and Limitation of Remedies:** You understand and agree that no analytical test is 100% accurate. You further agree that final results of analysis under these Terms and Conditions shall be submitted to you in writing, unless otherwise specified on the Order Form. Any and all results provided in a form other than that specified on the Order Form shall be deemed preliminary and non-binding. IN NO EVENT SHALL SRC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST DATA, INTERRRUPTION OF BUSINESS), OR PUNITIVE DAMAGES, EVEN IF SRC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SRC's entire liability to you and your sole and exclusive remedy under these Terms and Conditions and under any circumstance shall be the refund of your payment hereunder.
7. **Third Parties:** SRC makes no warranties to third parties hereunder and no third party shall have any rights under this Agreement as a third party beneficiary or otherwise.
8. **General:** These Terms and Conditions shall be binding upon and inure to the benefit of the parties and their successors, assigns, beneficiaries. The parties are independent contractors and not partners, agents of one another, or joint venturers. These Terms and Conditions are the entire agreement as between the parties with respect to the DNA testing services set forth on the Order Form. In the event of a dispute over these Terms and Conditions and/or the DNA testing services set forth on the Order Form, the prevailing party in any such dispute shall be entitled to collect, in addition to any award, all reasonable costs and attorney fees incurred through such dispute.