

Terms of Service

When you, our customer, access the ReproLogix™ website, deliver property to ReproLogix™ in anticipation of receiving products or services, and/or sign these Terms of Service, you are agreeing to several important things as mentioned in more detail below. Most importantly:

- ReproLogix's maximum liability for your animals, semen, embryos and other property is limited as noted below, no matter how rare or exceptional your animals, oocytes, semen or embryos are;
- You are hiring ReproLogix™ to perform complex and technical services to help you maximize your best animal genetics, but the outcome may not be as great as any of us hope for or expect and you won't hold ReproLogix™ responsible;
- ReproLogix™ earns its fees once work is completed, regardless of the ultimate success of the procedures. In other words, even if the outcome isn't what any of us hope for or expect, you agree ReproLogix™ will be paid and won't bring claims against ReproLogix™; and
- Every time you or your representative order services from ReproLogix™, you are confirming your agreement with these Terms of Service as they may be amended from time to time, so please read and understand them.

ReproLogix™, LLC, a Kansas limited liability company, and its affiliates (collectively "ReproLogix™") provide services which are inherently risky to its customers' cattle, horses, and other animals. The cattle, horses, and other animals are exposed to risks that are unavoidable if ReproLogix™ is to produce bovine, equine, and other animal products (including semen and embryos). Similarly, the products produced are fragile and easily damaged or destroyed.

In these Terms of Service you, our customer, acknowledge the inherent risks and uncertainties associated with the services and procedures provided by ReproLogix™ and waive or partially waive certain legal rights that you might otherwise have regarding the products and services provided by ReproLogix™. This acknowledgment of the dangers and waiver of certain legal rights is necessary if ReproLogix™ is to be able to provide services and products at an affordable price. If you do not understand any of the terms of this agreement, consult independent legal counsel before signing it.

Fees and Payment – Fees Earned Immediately; Payment Upon Invoice

ReproLogix's fees are earned at the time services are completed. At ReproLogix's discretion, a customer may be invoiced for ReproLogix's services incrementally as the services are rendered or at the completion of all services. The invoice amount will reflect ReproLogix™ rates disclosed from time to time to its customers and will be due in full when first received by the customer.

If an invoice is not paid in full on or before the tenth (10th) day after the invoice date, the outstanding balance will accrue interest at the rate of twelve percent (12%) per annum until paid. If the invoice amount is not paid in full on or before the tenth (10th) day after the invoice date, the customer acknowledges ReproLogix™ will cease all further work for customer and have a right to retain and sell, assign, or otherwise transfer as ReproLogix's own property any customer animals, oocytes, semen and/or embryos in ReproLogix's

possession. In that circumstance, customer agrees this document will serve as sufficient evidence of ReproLogix's title to such animals, oocytes, semen and/or embryos and may be used to effectively, completely and legally support a bill of sale from ReproLogix™ as seller to any other party without the necessity of legal, administrative, or other proceedings by ReproLogix™. This remedy in favor of ReproLogix™ is separate from and in addition to any state statutory lien rights available to ReproLogix™. The proceeds from ReproLogix's sale of the customer's animals, oocytes, semen and/or embryos may be applied against the customer's invoice amount, interest accrued on the customer's invoice amount, ReproLogix's expenses of sale, and all costs incurred by ReproLogix™ to take ownership of the products and hold them for sale, including reasonable attorneys fees. Any products remaining after full satisfaction of customer's accounts will be re-transferred to the customer.

Viability of Products – No Guarantee or Warranty of Any Kind

The viability of the products produced and sold by ReproLogix™, including oocytes, semen and embryos of cattle, horses, and other animals, is uncertain and cannot be guaranteed by ReproLogix™. Therefore, the customer agrees REPROLOGIX™ HAS MADE NO GUARANTEES OR WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR ANY USE, OR FOR THE SUCCESSFUL CREATION OR USE OF SUCH PRODUCTS and further agrees not to pursue ReproLogix™ in any legal or other action for matters which arise out of ReproLogix's attempts to produce the products or the customer's purchase, sale, or use of such products.

Animal, Oocyte, Semen and Embryo Bailment – Strict Limitation of Liability for Damage or Loss

Subject to the warranty limitation in the preceding paragraph, ReproLogix™ will provide ordinary and reasonably necessary care while your property is in ReproLogix's possession. Nevertheless, loss or damage may occur to customer's property resulting from an accident, an act of God, ordinary negligence, gross negligence, intentional misconduct, or other action or inaction of an agent, employee, or representative of ReproLogix™ or other party. In those rare instances, the following liability limits apply:

With respect to live animals, oocytes, semen and embryos placed in ReproLogix's custody, the customer may represent the value of each item of property in writing on ReproLogix's form at the time of delivery to ReproLogix™ ("Represented Value"). For live animals, the Represented Value includes any oocytes or embryos present in a female and any semen present in a male. The customer agrees that ReproLogix's liability for any damage, injury, or destruction of customer's property will be limited to documented Represented Value provided to ReproLogix™ at the time of delivery or the verified market value, whichever is less. For live animals, if no Represented Value is provided and properly documented at time of delivery, then the customer agrees the market value is no greater than \$1,500.00 per bovine animal and no greater than \$500 per small ruminant animal (deer, sheep or goats). For embryos, oocytes or semen delivered separate from a live animal, if no Represented Value is provided and properly documented at time of delivery, then the customer agrees the market value of those items is no greater than \$150 per oocyte and embryo and \$25 per semen straw, and ReproLogix's cumulative maximum liability to the customer for loss or damage to those items is \$2,500.00 for any 120-day period.

With respect to viable embryos, oocytes or semen produced by ReproLogix™ and then held by ReproLogix™ on behalf of the customer, the customer agrees the market value of those items is no greater than \$150 per oocyte and embryo and \$25 per semen straw, and ReproLogix's cumulative maximum liability to the customer for loss or damage to those items is \$2,500.00 for any 120-day period.

The customer acknowledges and agrees that it is solely the customer's responsibility to acquire and

maintain casualty or other insurance needed to cover the value of the customer's animal, embryos, oocytes and semen in the case of injury, death, destruction or any other damage. The customer hereby waives any right of subrogation that any insurer may have against ReproLogix™.

On-Farm Work

The customer will hold ReproLogix™ and its employees, contractors and affiliates harmless from and indemnify them against all third party claims for injury to people or property (including animals) occurring on or resulting from work conducted at the customer's farm, ranch or facilities.

Split or Joint Ownership Authority and Payment Responsibility

To the extent any animal, embryo, oocyte or semen covered by these Terms of Service is owned jointly or in split shares, any single owner or representative of a single owner, by agreeing to these Terms of Service, represents and warrants that he/she is acting on behalf of and with the authority of all owners and that each of those owners is jointly and severally responsible for payment of all invoices associated with ReproLogix's services.

Written Consent Regarding Veterinary Care Information

The customer consents to ReproLogix™ sharing with others, receiving from others, storing and utilizing your property's patient information and care records to the fullest extent ReproLogix™ deems necessary, in its sole discretion, to provide its services.

Governing Law, Venue and Dispute Resolution

This agreement is governed by Kansas law without application of choice of law provisions. Any

dispute, claim or controversy arising out of or relating to this ReproLogix's delivery of its services, these Terms of Service, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Bourbon County, Kansas, before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Updates to Terms of Service

These Terms of Service may be amended at any time and, if amended, will be published at <https://www.reprologix.com/terms-of-service>. By continuing to order services from ReproLogix™ after any amendment, customer agrees to be bound by the Terms of Service as they exist at the time services are ordered.

Dated this _____ day of _____, 20____

Customer's Printed Name

Business Name

Customer's Signature

Witness's Signature

Email me a copy of this for my files at address: _____

FOR OFFICE USE ONLY

Date received: _____

Received by: _____