

These General Terms and Conditions for Services (these “Terms”) of Solis Agrosciences Inc., a Delaware corporation (“SOLIS”) govern the acceptance of any quote, purchase order, proposal or statement of work referencing these Terms (each, a “Service Document”) from a customer set forth on the applicable Service Document (“CLIENT” and together with SOLIS, each a “party” and, collectively, the “parties”) pursuant to which CLIENT orders certain services to support technology development, which may include plant transformation, bioinformatics, model systems, cellular and biochemical assays, molecular characterization, bioinformatics, greenhouse and field studies, regulatory strategy and compliance, and project management, amongst other services, from SOLIS (as set forth on the applicable Service Document, the “Services”).

SOLIS’ ACCEPTANCE OF ANY SERVICE DOCUMENT AND PERFORMANCE OF THE SERVICES IS EXPRESSLY LIMITED TO, AND EXPLICITLY MADE CONDITIONAL ON, CLIENT’S FULL ACCEPTANCE OF THESE TERMS. A COPY OF THESE TERMS IS AVAILABLE AT [WWW.SOLISAGROSCIENCE.COM/TERMSANDCONDITIONS](http://WWW.SOLISAGROSCIENCE.COM/TERMSANDCONDITIONS). SOLIS EXPRESSLY OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS FOUND IN ANY SERVICE DOCUMENT AND SUCH DIFFERENT OR ADDITIONAL TERMS SHALL NOT BE BINDING UPON SOLIS UNLESS SPECIFICALLY ACCEPTED IN A SERVICE DOCUMENT EXECUTED BY SOLIS AND CLIENT REFERENCING A CHANGE TO THESE TERMS.

These Terms can be modified, altered, or added to by SOLIS upon notice to CLIENT. CLIENT’S continued receipt of the Services after such notice from SOLIS shall constitute CLIENT’S acceptance of such modifications, alterations or additions to these Terms. Regardless of how many times CLIENT purchases, or has purchased, the Services from SOLIS by whatever means, CLIENT accepts these Terms for each and every Service Document, and course of dealing between the parties shall not be considered when interpreting these Terms.

1. Scope and Conduct of Professional Services.

1.1. Purpose and Service Document Process. The purpose of these Terms is to establish the general terms and conditions applicable to SOLIS’ provision of the Services to CLIENT. All work performed by SOLIS for CLIENT pursuant to these Terms will be on a project basis. For each such project, SOLIS will submit a written proposal to CLIENT outlining the responsibilities and obligations of the parties with respect to each project and the estimated costs for performing such services (the “Proposal”). Upon approval of the Proposal by CLIENT, the parties shall enter into one or more Service Documents describing the responsibilities and obligations specific to the applicable Services. Upon execution by both parties, each Service Document referencing these Terms shall be deemed to incorporate these Terms. SOLIS will undertake the performance of such Services only upon full execution of a Service Document by SOLIS and CLIENT. A Service Document may be changed after signing, only if agreed by both parties and confirmed in a written amendment to such Service Document. Each amendment shall detail the requested changes to the applicable task, responsibility, duties, budget, schedule and all relevant matters set forth in the applicable Service Document. To the extent any terms or provisions of a Service Document conflict with these Terms, the terms and provisions of these Terms shall control, unless otherwise specifically stated in the executed Service Document.

1.2. Performance. SOLIS shall use commercially reasonable efforts to perform the Services for the price and in accordance with the schedule set forth in the applicable Service Document. Such price and schedule are based on SOLIS’ best judgment of the requirements known to exist at the time of execution of the applicable Service Document. The parties expressly acknowledge, however, that in Services of this nature, it is not always possible to predict or anticipate scheduling needs, processing requirements and/or scientific challenges that will affect SOLIS’ ability to complete the project as described in a Service Document. The parties agree that unforeseen situations could arise that would require additional time and/or expenditures.

1.3. Responsibilities of CLIENT. CLIENT will provide SOLIS appropriate documents and materials to implement the applicable Service Document. Prior to the beginning of SOLIS' provision of the Services requested by CLIENT under any Service Document, CLIENT shall disclose to SOLIS all risks associated with the use of such documents and materials and the performance of the applicable Services.

1.4. Responsibilities of SOLIS. SOLIS will conform to the applicable Service Document approved by CLIENT in all material respects, except with prior written consent of CLIENT. SOLIS will provide: (i) materials SOLIS is committed by the terms of the applicable Service Document to supply in order to perform the Services set forth in such Service Document; (ii) communication of any difficulty during the term of such Service Document of which SOLIS has knowledge; (iii) raw data generated from the Services where indicated in such Service Document; and (iv) necessary personnel to perform the Services outlined in such Service Document. CLIENT hereby authorizes the subcontracting by SOLIS of any or all Services, including under any Service Document, to qualified third party subcontractors.

1.5. Responsibility of Both Parties. CLIENT and SOLIS shall communicate on a regular basis as mutually agreed upon by the parties to facilitate the exchange of information pertaining to the applicable Service Document.

1.6. Shipping. Unless otherwise set forth in the applicable Service Document, any material produced for shipment as the deliverable under such Service Document shall be packaged and shipped per CLIENT's instructions and in compliance with all applicable shipping regulations. All such materials shall be delivered F.O.B. SOLIS' facility and risk of loss or other damage to materials manufactured or delivered under any Service Document shall be transferred to CLIENT when such materials leave SOLIS' facility.

1.7. Delays. If delays in performance of any Service Document are experienced because of CLIENT's delay in supplying or inability to supply SOLIS with material or information required to perform the applicable Services pursuant to such Service Document, SOLIS will be entitled to reallocate resources otherwise reserved for the performance of such Services and SOLIS shall not be liable for any delays caused by CLIENT.

1.8. Deliverables. If required by the applicable Service Document, SOLIS shall furnish the CLIENT with a draft report based on the agreed upon format in such Service Document. Pricing includes a maximum of one draft revision. Any additional revisions will require an additional fee. Upon receipt of a draft report from SOLIS, CLIENT shall have a maximum of forty-five (45) days or as otherwise specified in the applicable Service Document to respond to SOLIS with any changes to be included in the final report. Should no response from CLIENT be received by SOLIS within the time frame specified above, the parties shall consider the report as final, and CLIENT shall be provided with the finalized report. Any comments or changes to form or content which are received from CLIENT after the receipt of the final report will be included in an amended final report, which SOLIS will provide for an additional fee.

2. Compensation. A detailed listing of the fee and payment schedule for the Services performed by SOLIS shall be set forth in the applicable Service Document. SOLIS will invoice CLIENT for all amounts due under a Service Document. A Service Document may provide for various types of payments, including, without limitation, up-front payments, retainers, progress payments and milestone payments. Unless otherwise provided in the applicable Service Document, payment is due within thirty (30) days following the date of the invoice unless CLIENT notifies SOLIS in writing of any material dispute with respect to the invoice. In such case, CLIENT shall pay the undisputed portion of the invoice as specified above. In the event of late payment of an undisputed invoice, SOLIS reserves the right to: (a) impose an interest charge upon such undisputed outstanding invoice(s) of 1% per calendar month on a compounded basis, and (b) discontinue its provision of Services under the applicable Service Document(s) until all payments are made in full. All prices quoted are exclusive of taxes such as sales, use, value added or similar taxes. All such taxes will be the responsibility of the CLIENT and may be withheld or collected by SOLIS as required by applicable law. For purposes of clarity, all income, employment and other

similar taxes required to be withheld and/or paid by SOLIS with respect to all Services provided hereunder will be paid by SOLIS directly to the appropriate governmental agency.

3. Independent Contractor; Representatives.

3.1. Independent Contractor Status. For purposes of these Terms and all Services to be provided pursuant to any Service Document, SOLIS shall not be considered a partner, co-venturer, agent, employee or representative of CLIENT, but shall remain in all respects an independent contractor. Except as expressly set forth in a Service Document, no officer, director, employee, agent or consultant retained by SOLIS to perform work on CLIENT's behalf under such Service Document shall be deemed to be an employee of CLIENT.

3.2. Representatives. During the term of the Services set forth in a Service Document, each party shall maintain an individual who shall serve as the respective party's primary representative under this such Service Document. Such party's representative shall: (a) have overall responsibility for managing and coordinating the performance of such party's obligations under such Service Document and these Terms, (b) be authorized to act for and on behalf of such party with respect to all matters relating to such Service Document and these Terms, and (c) be identified in such Service Document.

4. Confidentiality.

4.1. The term "Confidential Information" means any and all business and technical information, samples, and written and verbal descriptions relating to the business and operations of a party or the designated products of a party which are disclosed to the other party after the effective date of the applicable Service Document.

4.2. The Confidential Information may be disclosed by one party to the other party in order for SOLIS to provide the Services under a Service Document.

4.3. A party shall not use the Confidential Information of the other party for any other purpose other than for the purpose of SOLIS providing the Services pursuant to a Service Document.

4.4. All Confidential Information disclosed by one party to the other party shall remain the property of the disclosing party and shall not be disclosed by the receiving party to anyone, without the prior written permission of the disclosing party. Such Confidential Information shall be promptly returned to the disclosing party or destroyed within thirty (30) days after a written request by the disclosing party except that the receiving party shall have the right to retain one (1) copy of the disclosing party's Confidential Information so that any continuing obligations to the disclosing party may be determined. Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information only to the extent such disclosure is required to comply with applicable laws or regulations, or with a court or administrative order, provided that the disclosing party must receive prior written notice of such disclosure, to the extent such notice is permitted under applicable law, and that the receiving party takes all reasonable and lawful actions to obtain confidential treatment for such disclosure and, if possible, to minimize the extent of such disclosure.

4.5. Confidential Information does not include any information which: (a) at the time of disclosure was in the public domain, (b) after disclosure becomes part of the public domain, except through breach of these Terms by a party, (c) a party can demonstrate by its written records was in its possession prior to the time of disclosure by or on behalf of the disclosing party, and was not acquired directly or indirectly from the disclosing party, (d) becomes available to a party from a third party which, to the knowledge of the receiving party, is not legally prohibited from disclosing such Confidential Information, or (e) a party can demonstrate by its written records was developed by or for the receiving party independently of the disclosure of Confidential Information by the disclosing party.

5. Proprietary Rights.

5.1. Intellectual Property.

(a) Any and all intellectual property, materials, and other assets provided by CLIENT to SOLIS shall remain the property of CLIENT. Upon full payment by CLIENT to SOLIS of all amounts due from CLIENT pursuant to the applicable Service Document, all work product generated by SOLIS in the course of performing the Services pursuant to such Service Document will be disclosed by SOLIS to CLIENT and assigned by SOLIS to CLIENT and thereby become the sole property of CLIENT. To the extent that SOLIS shall require the use of CLIENT intellectual property to carry out the Services as set forth in any particular Service Document, CLIENT hereby grants SOLIS a non-exclusive, paid-up, royalty-free license to use such CLIENT intellectual property. SOLIS provides services for multiple clients and for clarity, CLIENT intellectual property does not include, and CLIENT shall have no rights hereunder with respect to, intellectual property, materials, assets, or work product possessed, invented, or generated by SOLIS pursuant to SOLIS' services for third parties other than the CLIENT.

(b) SOLIS shall remain the sole and exclusive owner of all right, title, and interest in and to all methodologies and know-how provided by or used by SOLIS in connection with performing any Services, in each case developed or acquired by or on behalf of SOLIS prior to, or independent of, SOLIS' performance under these Terms or any Service Document, including all intellectual property rights therein and all modifications or enhancements to such intellectual property developed in the course of performing any Services.

5.2. Patents. If CLIENT requests, SOLIS will provide CLIENT, at CLIENT's expense, with reasonable assistance to obtain patents related to any CLIENT intellectual property, as described in Section 5.1(a). SOLIS shall fully cooperate with CLIENT in obtaining and maintaining, at CLIENT's sole cost and expense, any patent protection as may be available with respect to such CLIENT intellectual property and shall execute all necessary documents for purposes of procuring and maintaining such patent protection or assigning CLIENT intellectual property to CLIENT. CLIENT shall be free to exploit both the patents it holds as a result of any Service Document as well as any unpatented results of any Service Document without any additional compensation to SOLIS unless doing so would expose any SOLIS Confidential Information. All works authored by SOLIS under these Terms and any Service Document shall be deemed or treated as "works for hire" to the extent permitted under the applicable copyright legislation.

5.3. Publications/Use of Names. CLIENT shall retain title to and the right to publish all documentation, records, raw data, specimens or other work product generated in connection with the performance of the Services under each Service Document. Publications of documentation, records, raw data, specimens or other work product generated in connection with the performance of any Services shall not be made by SOLIS without the prior written consent of CLIENT. Neither party will use the other party's name in connection with any publication or promotion without the other party's prior written consent. This Section 5.3 does not restrict a party's ability to use the other party's name in filings with the United States Securities and Exchange Commission, or other governmental agencies, when required to do so under applicable law.

6. Termination.

6.1. Termination Due to SOLIS Breach. If SOLIS materially fails to perform any of its material obligations under a Service Document (including these Terms applicable to such Service Document), CLIENT shall give SOLIS written notice of such failure. SOLIS shall within thirty (30) days of receipt of such notice remedy the failure specified therein. In the event SOLIS fails to remedy the failure within such thirty (30) day period, CLIENT may give a termination notice to SOLIS and may terminate the applicable Service Document(s) under which the breach occurred; provided, however, that the time to cure a breach shall extend for up to a total of forty-five (45) days from the date on which the notice of breach is received by SOLIS if SOLIS has promptly commenced to cure the breach and continues to use reasonable efforts to cure such breach during the forty-five (45) day period.

6.2. Termination Due to CLIENT Breach. SOLIS shall have the right to terminate a Service Document (including these Terms applicable to such Service Document) if: (a) CLIENT fails to pay any amounts payable under such Service Document or any other Service Document currently in effect between CLIENT and SOLIS within ten (10) days after written notice from SOLIS that such amounts are overdue, (b) CLIENT fails to perform any of its material non-monetary obligations under such Service Document, and does not cure such default within thirty (30) days of receipt of written notice of default from SOLIS, or (c) CLIENT becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, or makes an assignment of all or substantially all of its assets for the benefit of its creditors.

6.3. Termination without Cause. Either CLIENT or SOLIS may terminate a Service Document for any or no reason upon no less than thirty (30) days' written notice to the other party; provided, that, CLIENT shall pay for all Services performed by SOLIS through the effective date of termination (including works-in-progress) of such Service Document, plus any noncancelable or nonrefundable expenses incurred through the effective date of termination of such Service Document.

6.4. Termination or Postponement Payment. If Services are terminated or postponed by CLIENT, CLIENT agrees to pay for Services provided through the date of termination or postponement and any non-cancelable, non-refundable expenses properly incurred by SOLIS prior to the notice of termination or postponement, in addition to any reasonable and unavoidable fees associated with the orderly wind down of Services as requested by CLIENT. Any additional termination or postponement terms may be set forth in the applicable Service Document.

6.5. Return/Retention or Destruction of Documentation. Upon termination, expiration, or completion of any Service Document, SOLIS shall return or destroy all documentation provided by or prepared for CLIENT pursuant to such Service Document upon CLIENT's written request and at CLIENT's expense, except for those copies that are required by law or regulation, or permitted by Section 4.4 above, to be retained by SOLIS. In the event that CLIENT requests the continued storage of documents or requests shipment of such documents to another location (including CLIENT's facility), all such additional services will be performed at SOLIS' then current fees for such services. In no event will SOLIS dispose of or destroy any documents relating to any Service Document without first giving CLIENT a minimum of thirty (30) days prior written notice of its intent to do so.

7. Representations and Warranties.

7.1. Mutual. Each party hereby represents and warrants to the other party upon entering into any Service Document that:

(i) it has all requisite corporate power and authority to enter into such Service Document (including these Terms) and to carry out the transactions contemplated thereby;

(ii) the execution, delivery, and performance of such Service Document and the consummation of the transactions contemplated thereby have been duly authorized by all requisite corporate actions on the part of such party;

(iii) such Service Document has been or will be duly executed and delivered by such party and (assuming the due authorization, execution, and delivery hereof by the other party) is a valid and binding obligation of such party, enforceable against it in accordance with its terms; and

(iv) its entry into such Service Document does not and will not violate or constitute a breach of any of its contractual obligations with third parties.

7.2. SOLIS. SOLIS warrants that the Services will be performed in accordance with applicable law.

7.3. Disclaimer of Warranties. As the results pursuant to any Service Document are inherently unpredictable, SOLIS makes no representation or warranty, whether express or implied, with regard to Services performed pursuant to any Service Document or the results thereof or information or products provided or supplied by SOLIS under any Service Document other than as specified herein or in such Service Document. EXCEPT AS OTHERWISE EXPRESSLY CONTAINED IN THIS SECTION 7, SOLIS MAKES NO WARRANTIES TO CLIENT, AND SOLIS EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF NON-INFRINGEMENT.

8. Indemnification.

8.1. SOLIS Indemnification. SOLIS shall indemnify, defend and hold harmless CLIENT, and its directors, officers, employees and agents (each, a "CLIENT Indemnified Party"), from and against any and all losses, damages, liabilities, reasonable attorney fees, court costs, and expenses (collectively "CLIENT Losses"), resulting or arising from any third-party claims, actions, proceedings, investigations or litigation relating to or arising from or in connection with these Terms, any Service Document, or the Services contemplated herein or therein, solely to the extent such CLIENT Losses are determined to have resulted from the gross negligence or intentional misconduct of SOLIS.

8.2. CLIENT Indemnification. CLIENT shall indemnify, defend and hold harmless SOLIS, and its directors, officers, employees and agents (each, a "SOLIS Indemnified Party"), from and against any and all losses, damages, liabilities, reasonable attorney fees, court costs, and expenses (collectively "SOLIS Losses"), resulting or arising from any actions, proceedings, investigations or litigation relating to or arising from any third-party claims, actions, proceedings, investigations or litigation relating to or arising from or in connection with these Terms, any Service Document, or the Services contemplated herein and therein, including: (i) SOLIS's performance of the Services in accordance with the Service Document or other written instructions received from CLIENT; (ii) a breach by CLIENT of a warranty pursuant to or covenant of these Terms or any Service Document; (iii) SOLIS's use of or reliance on CLIENT intellectual property, or any information, materials, or data resulting from SOLIS's performance of the Services hereunder or thereunder, except for claims as set forth in Section 8.1.

8.3. Indemnification Procedure. The indemnified party shall give the indemnifying party prompt notice of any such claim or lawsuit (including a copy thereof) served upon it and shall fully cooperate with the indemnifying party and its legal representatives in the investigation of any matter the subject of indemnification. The indemnifying party may enter into a settlement agreement with a claimant but shall not admit liability to a claimant without the prior written permission of the indemnified party, which permission shall not be unreasonably withheld.

9. Liability.

9.1. Remedy. In the event of a material error by SOLIS in the performance of the Services pursuant to a Service Document, CLIENT's sole and exclusive remedy shall be, upon CLIENT's written request (which must be received by SOLIS within sixty (60) days following the completion of the applicable Services), to require SOLIS to repeat the identical portion of the Services affected by the error at no additional expense to CLIENT.

9.2. LIMITATION OF LIABILITY. SOLIS'S LIABILITY ARISING FROM OR IN CONNECTION WITH THESE TERMS OR ANY SERVICE DOCUMENT, HOWEVER CAUSED, REGARDLESS OF THE FORM OF ACTION AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED IN THE AGGREGATE THE AMOUNT ACTUALLY PAID OR PAYABLE BY CLIENT TO SOLIS UNDER THE APPLICABLE SERVICE DOCUMENT FOR THE AFFECTED SERVICES.

9.3. DAMAGES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9.4. Materials. CLIENT agrees that SOLIS shall not be liable for any loss of or damage to the CLIENT's materials that occurs during transportation by a third party or CLIENT, or any person or entity under their control, to SOLIS' facilities or any ensuing damages, including but not limited to damages resulting from delays. SOLIS will not be responsible for damages of any nature which may arise from transmittal of unused materials from SOLIS to CLIENT.

9.5. Changes in Law. CLIENT shall promptly identify and notify SOLIS of any changes in any law, rule or regulation affecting CLIENT's regulatory requirements that may relate to CLIENT's use of any Services. The parties shall work together to identify the impact of such changes on how CLIENT uses and SOLIS delivers such Services. CLIENT shall be responsible for any fines and penalties arising from any non-compliance by CLIENT with any law, rule or regulation relating to CLIENT's use of any Services.

9.6. Force Majeure. Neither of the parties hereto shall be liable in damages to the other party for any delay or default which is caused by conditions beyond its reasonable control and not due to its own negligence, including but not limited to Acts of God, governmental actions or restrictions, continuing domestic or international problems such as war, terrorism or insurrections, strikes, pandemics, fires, floods, work stoppages, embargoes, unauthorized actions of third parties, equipment, telecommunications, power, or electrical failures, and/or lack of materials.

10. Insurance. Each party will maintain for the duration of any Service Document insurance in an amount adequate to cover its obligations hereunder, and upon written request, each party will provide to the other party a certificate of insurance showing that such insurance is in place.

11. Export. Neither party shall export, directly or indirectly, any information acquired under these Terms or any Service Document or any product utilizing such information to any country for which the government of the United States of America or any agency thereof or any other governmental authority at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

12. Non-Solicitation. Each party agrees that during the period beginning on the effective date of any Service Document and ending on the first anniversary of the termination of the last Service Document between CLIENT and SOLIS for any reason, without obtaining the written consent of the other party, such party and its controlled affiliates and representatives (each, a "Restricted Person") shall not directly or indirectly, for itself or on behalf of another person or entity, solicit for employment or otherwise induce, influence, or encourage to terminate employment with the other party or any of its affiliates, or employ or engage as an independent contractor, any current or former employee of the other party or any of its affiliates with whom the Restricted Person had contact or who became known to the Restricted Person in connection with any Services (each, a "Covered Employee"), except (a) pursuant to a general solicitation through the media or by a search firm, in either case, that is not directed specifically to any employees of the other party, unless such solicitation is undertaken as a means to circumvent the restrictions contained in or conceal a violation of this Section 12 or (b) if the other party terminated the employment of such Covered Employee before the Restricted Person having solicited or otherwise contacted such Covered Employee or discussed the employment or other engagement of the Covered Employee. The parties agree that the duration, scope, and geographical area of the restrictions contained in this Section 12 are reasonable. Upon a determination that any term or provision of this Section 12 is invalid, illegal, or unenforceable, the court or arbitrator may modify this Section 12 to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the parties hereto. In addition to its right to damages and any other right it may have, each party hereto shall have the right to seek injunctive or other equitable relief, including specific

performance, to restrain any breach or threatened breach of or otherwise to enforce this Section 12, it being agreed that money damages alone would be inadequate to compensate such party and would be an inadequate remedy for such breach. If any action shall be brought in equity to enforce any of the provisions of this Section 12, no party shall raise the defense that there is an adequate remedy at law.

13. Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under these Terms and any Service Document shall be in writing and may be given by any of the following methods: (a) personal delivery, (b) electronic transmission, (c) registered or certified mail, postage prepaid, return receipt requested, (d) air courier service, or (e) electronic mail. Any such notice shall be deemed to be given and received on the day on which it was delivered or transmitted, or if mailed, on the date on which it was received. Notices shall be sent to CLIENT at the address set forth in the applicable Service Document. Notices shall be sent to SOLIS at its address below (or at such other address for SOLIS as shall be specified by notice given hereunder):

Attention: Susan Martino-Catt  
Solis Agrosociences Inc.  
1100 Corporate Square Drive  
Creve Coeur, MO 63132  
Email: [susan.martino-catt@solisagrosociences.com](mailto:susan.martino-catt@solisagrosociences.com)

14. Survival. The terms, provisions, representations, warranties and covenants contained in these Terms and any Service Document that by their sense and context are intended to survive the performance thereof by either party or both parties hereunder or thereunder shall so survive the completion of performance, expiration or termination of the such Service Document.

15. Governing Law and Exclusive Jurisdiction. These Terms and any Service Document shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, without regard to its provisions governing conflicts of law. Subject to Sections 20 and 21 of these Terms, the parties agree to submit all disputes arising out of or related to these Terms and any Service Document to the exclusive jurisdiction of the federal courts and state courts of the State of Missouri.

16. Successors and Assigns. Neither party may assign or transfer any of its rights or duties under these Terms or any Service Document to any third person or entity without the prior written consent of the other party, provided that SOLIS may assign a Service Document, in whole or in part, to a third party without the prior written consent of CLIENT: (a) in connection with the transfer or sale of all or substantially all of the assets of SOLIS; (b) to the successor entity or acquirer in the event of the merger, consolidation or change of control of SOLIS; or (c) in connection with the sale, license, or transfer of any of SOLIS's products to a third party. Any subsequent assignee, purchaser or transferee shall be bound by the terms of such Service Document and these Terms.

17. Entire Agreement, Amendment, Severability and Waiver. These Terms, all Service Documents and exhibits attached to such Service Documents constitute the entire agreement between CLIENT and SOLIS with respect to the Services to be performed pursuant to such Service Documents and supersede all prior and/or contemporaneous agreements, representations, negotiations, statements, proposals, and understandings with respect thereto, whether oral, written, or in any other medium, that might exist between the parties with relation to the Services and subject matter hereof; provided, however that any confidentiality agreement between the parties shall continue in full force and effect in accordance with its terms. If any of the terms, provisions, or conditions of these Terms or any Service Document or the application thereof to any circumstances shall be ruled invalid or unenforceable, the validity or enforceability of the remainder of these Terms and the terms of such Service Document shall not be affected thereby, and each of the other terms, provisions, and conditions of these Terms and the terms of such Service Documents shall be valid and enforceable to the fullest extent permitted by law. A waiver or consent regarding any term, provision, or condition of these Terms or any term in a

Service Document given by SOLIS or CLIENT on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

18. Order of Precedence. In resolving any inconsistencies relating to these Terms, the following order of precedence shall be followed: (a) first and most senior, the terms contained in these Terms, unless the applicable Service Document expressly refers to the parties' intent to alter these Terms with respect to such Service Document; (b) second, such Service Document; and (c) third, the other exhibits, schedules, addenda or other documents attached to such Service Document or incorporated therein, provided that no order of precedence shall be given among them.

19. Counterparts. Each Service Document may be executed in one or more counterparts, each of which will constitute an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart. Any signature page delivered by facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method with regard to any Service Document or any amendment thereto shall be binding to the same extent as an originally executed signature page.

20. Dispute Resolution. In the event of a dispute regarding payment or the performance of Services pursuant to these Terms or a Service Document (each, a "Dispute"), the parties shall endeavor to negotiate in good faith an agreeable solution. If after ten (10) business days following receipt of a party's written notification of a Dispute such Dispute has not been resolved, the Dispute shall be brought to the attention of the CEO of each party and such CEO or his/her designee will negotiate in good faith to define and implement a final resolution. The intent of this Section 20 is to encourage the parties to work together to resolve any Dispute without having to rely on arbitration pursuant to Section 21.

21. Arbitration. If a Dispute is not resolved pursuant to Section 20, then, if permitted by applicable law, such Dispute shall be resolved by binding arbitration conducted in accordance with the then-effective Commercial Arbitration Rules of the American Arbitration Association ("AAA") by a sole arbitrator. Such arbitrator shall be mutually agreeable to the parties. If the parties cannot mutually agree upon the selection of an arbitrator, the arbitrator shall be selected in accordance with the rules of the then effective Commercial Arbitration Rules of the AAA. The arbitration will be conducted in the English language in St. Louis, Missouri. The Commercial Arbitration Rules, as applied to any arbitration conducted pursuant hereto, may be modified with the mutual consent of the participants. The arbitrator shall not have the authority to award consequential or punitive damages. If a Dispute is resolved by arbitration, then all fees and expenses of the arbitrator, all fees paid to AAA, and all other direct expenses of the arbitration, including without limitation, attorney's fees, expert witness fees and other reasonable expenses of the prevailing party shall be borne by the non-prevailing party and the arbitrator shall decide who is the prevailing party. The award of the arbitrator shall be final and not subject to appeal and judgment upon the award may be entered in any competent court. Each Service Document (including these Terms) involves interstate commerce and is therefore enforceable as provided in the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The foregoing, however, shall not preclude a party from applying to courts of competent jurisdiction for any preliminary or injunctive remedies available under applicable law to enforce the other party's obligations under Section 12.