

# Exhibit A

## BIO DATA BRIDGES

### STANDARD TERMS AND CONDITIONS

These Terms and Conditions shall apply to Consulting Services and Deliverables provided by Transform Research, LLC, dba Bio Data Bridges as described in a quotation attached to this document, on behalf of the Client identified on the Quotation. Provision of such Consulting Services and Deliverables may involve the use of information provided by Client to Bio Data Bridges. Such use of Client Information shall also be governed by these Terms and Conditions. These Terms and Conditions shall be deemed to be in effect upon Client submission and Bio Data Bridges' acceptance of a Purchase Order to Bio Data Bridges referencing the Quotation with defined Consulting Services and Deliverables and identifying any Client Information. In the event of conflict with terms and conditions presented by Client, these Terms and Conditions shall be deemed as accepted by Client and, together with the Quotation, controlling by virtue of issuance of the Purchase Order. Bio Data Bridges specifically rejects any terms and/or conditions included with or attached to a Purchase Order. These Terms and Conditions control over any other terms and/or conditions included with or attached to a Purchase Order.

- 1. Work:** The Quotation, as amended by the Purchase Order, (together, the "Project Plan") outlines the Consulting Services and Deliverables to be provided by Bio Data Bridges and the Fees to be paid by Client.
- 2. Client Information:** Client Information will be used by Bio Data Bridges for the purposes described in the Project Plan. Bio Data Bridges warrants that all personnel providing the Consulting Services, whether employees or independent contractors, will be employed or contracted on terms that require use of Client Information for the purposes described in the Project Plan.
- 3. Performance:** Promptly following completion of the Consulting Services and Deliverables, or upon termination of the Project Plan pursuant to Paragraph 12, Bio Data Bridges will provide the then-completed Deliverables to Client, subject to the limitations set forth in Paragraphs 5 and 8. All commitments with respect to the timing and scope of a project given to Client by Bio Data Bridges – whether verbal or written – are made in good faith but are made necessarily in advance of knowing the full scope of the difficulty that may pertain to performance on specific points (for example unforeseeable difficulty in obtaining certain information from Client). For this reason, whilst Bio Data Bridges agrees to use its best endeavors to fulfill such commitments on the timing and the scope of consultancy and other projects, we cannot guarantee performance in either respect.
- 4. Return or Disposal of Client Information:** Bio Data Bridges will properly dispose of or return to Client, at Client's election, all Client Information if the Project Plan is discontinued, completed or upon termination of the Terms and Conditions pursuant to Paragraph 12.
- 5. Rights of Ownership:** Notwithstanding any payments received from the client, all rights of ownership to all materials or information prepared by Bio Data Bridges, whether written or not, shall remain the property of Bio Data Bridges – copyright and distribution rights are reserved by Bio Data Bridges at its sole discretion, except

where these rights are explicitly stated in a writing signed by both parties to have been waived or modified or where the Project Plan explicitly so provides. This paragraph shall apply to all reports, including the final client report, all presentation materials, software code and templates. The right to distribute copies of Bio Data Bridges' material internally within the Client's organization does not extend to multi-client reports which have been bought from Bio Data Bridges. Client acknowledges that Bio Data Bridges may have previously conducted work which may be similar to the subject of Consulting Services. Nothing herein shall be construed to give Client any rights in any of Bio Data Bridges' inventions, materials, technology or information ("Bio Data Bridges' Intellectual Property") which were not specifically created or obtained through use of Client Information pursuant to these Terms and Conditions. Client shall have no rights to any Bio Data Bridges' Intellectual Property including but not limited to any improvements thereto obtained through Bio Data Bridges' conduct of the Consulting Services.

**6. Compliance:** Bio Data Bridges will comply with all federal, state and local laws, rules and regulations and guidelines regarding Client Information.

**7. Confidentiality:** (a) "Confidential Information" shall mean any and all technical and non-technical information relating to the current, future or proposed products, services or Consulting Services of each of the parties, including without limitation, written specifications, reports, sketches, drawings, schematics, any trade secrets, knowledge or proprietary information of a party regarding, without limitation, its formulae, formulations, design details and specifications, engineering, sources of supply, processes, crystallization methods, manufacturing methods, merchandising methods, pricing, inventions, improvements, know-how, products, equipment, programs, technology, client lists, marketing and business plans, information relating to clients and their requirements or other information regarding their financial or business affairs which is labeled or identified in writing by either party as "Confidential." "Confidential Information" does not include information which (i) is generally available to the public other than as a result of unauthorized disclosure by the receiving party; (ii) was already in possession of the receiving party free of any obligation of confidence as evidenced by written records; (iii) is approved in writing by the other party for the receiving party to publish, use or disseminate; (iv) is independently developed by or on behalf of the receiving party, without reliance on the information received hereunder; or (v) is required to be disclosed in response to a valid court order or governmental body, or otherwise required by law, (but only to the extent required to be disclosed hereunder) or is necessary to establish the rights of either party under these Terms and Conditions provided that the receiving party gives the disclosing party reasonable notice of such required disclosure. (b) During the term of the Project Plan and for a period of six (6) years thereafter, neither party shall use, other than in relation to the subject matter of the Project Plan, or disclose to third parties other than to third parties who are bound by terms of confidentiality at least as strict as in these terms and conditions, any Confidential Information of the other party which is furnished or generated in the course of the activities under the Project Plan, except where these rights are explicitly stated in a writing by both parties to have been waived or modified or where the Project Plan explicitly so provides. Upon completion of the Consulting Services and Deliverables hereunder and upon request of the other party, each party will return all papers, records or other documents made available to it by the other party and destroy all copies of such papers, records or other documents, except that the parties may retain one copy of such papers, records or other documents for the sole purpose of determining its obligations

under these Terms and Conditions. (c) Conflict of Interest. Bio Data Bridges will decline any third party contract that would create a conflict of interest with the client's previously agreed instructions. Where such a conflict only becomes apparent after our agreement to act for the third party we will bring to the attention of the client any conflict of interest. The client will then be free to vary the contract with Bio Data Bridges in the light of this revelation to the extent that it is affected by the potential conflict of interest. Such a declaration by Bio Data Bridges will be general in nature, so as to not prejudice the confidentiality with the third party. Also, Bio Data Bridges will have the right to resign its contract in such circumstances if, in its judgment, it is unable to proceed with the contract. Bio Data Bridges shall receive payment in full for hours worked and expenses incurred to the date of disclosure, including all due contract stage payments but not including any entitlement to pro-rata payment for any amounts payable on completion such as performance fees or terminal payments.

**8. Warranties, Disclaimers and Limitations on Use:** (a) Client will fully indemnify and hold Bio Data Bridges, its subsidiaries, officers, directors, employees and agents harmless from any and all liability, including attorneys' fees, that may attach to or flow from Client's provision of Client Information to Bio Data Bridges, Client's use of any Deliverables or Bio Data Bridges' Intellectual Property, except in the event and to the extent of Bio Data Bridges' gross negligence or willful misconduct. (b) Client understands that any Deliverables supplied to client by Bio Data Bridges will be supplied 'AS IS/ and is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. (c) In no event shall either party have any liability to the other party or any third party for any indirect, incidental, consequential, punitive or special damages arising under products and services provided pursuant to these Terms and Conditions, including without limitation, lost opportunity or lost profit.

**9. Maximum Liability:** In no event shall Bio Data Bridges' liability hereunder exceed the Fees paid by Client as set forth in the Project Plan, to which any liability is attributable.

**10. Governing Law:** These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Washington, excluding its conflict of law rules.

**11. No Third Party Reliance:** This agreement does not confer rights or impose obligations on any person, entity or agent other than the parties, their heirs, executors and assigns. The parties do not intend by this agreement to create third-party beneficiaries. The rights and obligations created hereunder are not enforceable by any third party against either or both parties, their heirs, executors or assigns.

**12. Entire Agreement:** The parties agree that these Terms and Conditions, together with the Project Plan, comprise the complete and exclusive agreement between Bio Data Bridges and Client regarding the performance of Consulting Services and the delivery of Deliverables hereunder. These Terms and Conditions supersede all prior agreements and understandings between the parties hereto.

**13. Term:** The term of these Terms and Conditions shall commence on the date of acceptance by Bio Data Bridges of the first Purchase Order issued (with no attempted modification to these Terms and Conditions) by Client and shall terminate following completion of all Consulting Services and delivery of all Deliverables to Client from all Purchase Orders issued under these Terms and Conditions, unless extended upon mutual

consent; submission of a Purchase Order at any time referencing these Terms and Conditions and acceptance by Bio Data Bridges shall serve to extend these Terms and Conditions. Paragraphs 3, 4, 5, 7, 8, 9, 10 and 12 shall survive termination.

**14. Expenses:** The Project Plan stipulates whether Consulting Services and Deliverables will be provided on a Fixed Price basis, in which case all expenses will be included within the pre-negotiated fee and not charged supplementary to Client, or on a Fee Plus Expenses basis, in which case all expenses plus an additional 20% of expenses will be charged to Client.

**15. Fees:** The remuneration structure agreed between the Client and Bio Data Bridges may be based on a number of methods. These are Fixed Fee, Capped Fee or Time Based Rate (e.g. hourly rate). Client agrees to pay Bio Data Bridges according to the fee structure outlined in the Project Plan. A Fixed Fee structure provides for the performance of an agreed service for an agreed remuneration. Extra time incurred by Bio Data Bridges in the performance of the Fixed Fee component shall be borne by Bio Data Bridges. The fee shall be fixed in the currency in which the Quotation is made, regardless of exchange rate movement. A Capped Fee structure is similar to a Fixed Fee structure, including monthly charges based on work performed, with the provision that Bio Data Bridges will invoice only for days actually worked, up to an agreed maximum charge per month or for the entire term of the Project Plan. A Time Based Rate structure includes monthly charges based on work performed, with no pre-set maximum charge.

**16. Payment Terms:** Client agrees to be bound by the payment terms stipulated in Project Plan. If Client fails to make any final payment without giving notification of due cause, then Bio Data Bridges will withhold delivery of Deliverables and will not be responsible for any inconvenience, loss or damage so caused. Client's responsibility is for payment to Bio Data Bridges of the full amount agreed. Client agrees to adjust all payments to take into account any charges levied (such as may be made by the transferring bank), such that the full amount is received by Bio Data Bridges. Client accepts that Bio Data Bridges shall be entitled to recover any deducted amounts. Bio Data Bridges shall be entitled to charge interest at the rate of 2% per month on all amounts that remain unpaid 30 days after the agreed payment date. In absence of any other agreed payment terms, all invoices shall be payable in full within 30 days of the date of the invoice.

**17. Liability for Services and Advice Given:** Bio Data Bridges provides information, advice and services in good faith based upon information available at the time. We do not warrant the accuracy of information provided. It is for Client to decide whether or not to accept our advice in making management decisions. We advise that any data critical to a decision should be independently verified prior to being acted upon. Therefore Bio Data Bridges accepts no liability for the consequences of its information, opinions and advice, whether direct or indirect.

**18. Publicity:** Bio Data Bridges shall have the right, without further reference to Client, to publicize the fact that Client is, or was, a client and to utilize Client's name in publicity materials in this respect. Bio Data Bridges may also describe in general terms the type of work conducted for Client, but shall not be permitted to link the two without the prior permission of Client. Wherever the results of any commissioned work are cited by Client, Client agrees to make reference to Bio Data Bridges so as to make it clear that Bio Data Bridges carried out the

work, except where Bio Data Bridges explicitly waives this right. This provision is notwithstanding the parties' agreement over ownership of said product.

**19. Acceptance Testing of Deliverables:** Client hereby agrees to test all software products delivered by Bio Data Bridges for conformance with the specifications set forth in the Project Plan within 15 business days after Bio Data Bridges provides notification in accordance with the Project Plan that software products have been delivered. Client shall notify Bio Data Bridges in writing within this period of the nature, extent and identity of any errors, defects or omissions in the delivered software products, which cause Client to reject the acceptance of the software products. If Client fails to notify Bio Data Bridges within this time period that any products are not accepted, then all such products are deemed accepted. Client acknowledges and agrees that Client's existing software may not be free from defect and that any such defect prior to the commencement of the Consulting Services shall not be the responsibility of Bio Data Bridges and shall not provide cause for Client to fail to accept the software products delivered by Bio Data Bridges.

**20. Loss of Data:** Client acknowledges that electronic data storage is subject to the possibility of human or machine errors, omissions, delays and losses, including inadvertent loss of data or damage to media that may give rise to loss or damage. Bio Data Bridges shall not be liable for any such errors, omissions, delays or losses. Client is responsible for adopting reasonable measures to limit the impact of such problems, including backing up data and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. Client is also responsible for complying with all local, state and federal laws pertaining to the use and disclosure of any data.