

AM02 - Texas A&M University

Purchase Order

Purchase Order Number

AM02-16-P033739

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.

V E N D O R	Vendor Number: 00041921
	Metabolon Inc 617 Davis Dr Ste 400 Durham, NC 27713

INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.

S H I P T O	VET MED LARGE ANIMAL MED & SURGERY Attn: Contact LACEY RICHARDS at (979)845-9129 LARGE ANIMAL HOSP, BLDG.1194 4475 TAMU COLLEGE STATION, TX 778434475 US Email: lrichards@tamu.edu Phone: (979) 845-9129
	ATTN: FMO Accounts Payable 750 Agronomy Road - Suite 3101 6000 TAMU Attn: Email invoices to invoices@tamu.edu Attn: Do not mail invoice if sending via email College Station, TX 778436000 USA Email: invoices@tamu.edu Phone: (979) 845-8362

Payment Terms: Net 30
Shipping Terms: F.O.B., Destination
Freight Terms: Freight Allowed
Delivery Calendar Day(s) A.R.O.: 0

**** SEE ATTACHED AGREEMENT FOR ALL DETAILS, SAMPLE SUBMISSION INSTRUCTIONS, DELIVERABLES, ETCETERA. ****

**** REFERENCE QUOTE NUMBER: VWGL-49-2016-PF ****

Item # 1
Class-Item 961-86

TESTING SERVICES per the attached fully executed "TrueVision-GoldStudy Proposal" agreement to include all terms, conditions, and Addendum by and between Metabolon, Inc. & Texas A&M University. **** REFERENCE QUOTE NUMBER: VWGL-49-2016-PF ****

OBJECTIVE: Biomarker discovery of obese horses.

OVERVIEW: Project shall consist of customized sample preparation, evaluation of samples for the presence of metabolites utilizing LC/MS, data processing, statistical analysis, and preparation of a final report.

****SEE ATTACHED AGREEMENT FOR ALL DETAILS, SAMPLE SUBMISSION INSTRUCTIONS, DELIVERABLES, ETCETERA. ****

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 24,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 24,000.00

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 24,000.00

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes.
State and City Sales Tax Exemption Certificate: The A&M System claims an exemption from taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State shall prevail.

FAILURE TO DELIVER: If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

STATE OF TEXAS AND THE TEXAS A&M UNIVERSITY SYSTEM TERMS AND CONDITIONS APPLY.

APPROVED

By: Christina Asim 
Email: c-asim@tamu.edu
Phone#: (979) 845-3819

BUYER

ADDENDUM
By and Between
Metabolon, Inc.
&
Texas A&M University

This addendum ("Addendum") amends and supplements the Terms and Conditions ("Agreement") between Metabolon, Inc. ("Metabolon"), and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("TAMU"). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree that the Agreement is hereby amended and supplemented as follows:

1. For clarification, Texas A&M University is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.
2. In section 2, the third sentence is revised as follows: "Payment Terms: Payment from TAMU will be due thirty (30) days from the date TAMU receives the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code."
3. Section 5 is deleted in its entirety and replaced with the following: "The validity of this Agreement and all matters pertaining to this Agreement including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas."
4. TAMU agrees to section 8 to the extent permitted by the Constitution and laws of the State of Texas.
5. The following language is incorporated into the Agreement:

State Contracting Requirements:

Delinquent Child Support Obligations. Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Payment of Debt or Delinquency to the State. Pursuant to Section 2252.903, *Texas Government Code*, Metabolon agrees that any payments owing to Metabolon under this Agreement may be applied directly toward certain debts or delinquencies that Metabolon owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Franchise Tax Certification. If Metabolon is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Metabolon certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Metabolon is exempt from the payment of franchise (margin) taxes.

Prohibited Bids and Agreements. Under Section 2155.004, *Texas Government Code*, Metabolon certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Public Information.

(a) Metabolon acknowledges that TAMU is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon TAMU's written request, Metabolon will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to TAMU in a non-proprietary format acceptable to TAMU. As used in this provision, "public information" has the

meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMU has a right of access.

(c) Metabolon acknowledges that TAMU may be required to post a copy of this fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

Loss of Funding. Performance by TAMU under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, TAMU will issue written notice to Metabolon and TAMU may terminate this Agreement without further duty or obligation hereunder. Metabolon acknowledges that appropriation of funds is beyond the control of TAMU.

State Auditor's Office. Metabolon understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Metabolon agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Metabolon will include this provision in all contracts with permitted subcontractors.

Force Majeure. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

Venue. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMU shall be in Brazos County, Texas.

Dispute Resolution. Metabolon must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. Metabolon must submit written notice of a claim of breach of contract to the University Contracts Officer, TAMU.

Non-Waiver. Metabolon expressly acknowledges that TAMU is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law.

ACCEPTED & AGREED:

Metabolon, Inc.

Signature

John Ryals, President and CEO

Name & Title

9/22/2016

Date

Texas A&M University

Signature

Dean K. Endler Director of Procurement Services

Name & Title

23 SEP 2016

Date



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TRUEVISION-GOLD STUDY PROPOSAL CONTACT INFORMATION

STUDY/CLIENT CONTACT:

PO Number: _____ PO Date: _____

Study Contact: Michelle Coleman Title: _____

Institution/Company: Texas A&M University

Department/Division: _____

Mailing Address: 2253 Tamu

City: College Station State/Province: TX

Post Code: 77843 Country: US

Telephone: (979) 845-0850 Mobile: _____

Facsimile: (979) 862-2378 Email: mcoleman@cvm.tamu.edu

METABOLON:

Quote Number: VWGL-49-2016-PF

Quote Date: 06/29/2016 Expiration: 08/31/2016

Metabolon Contact: Nikki Desai Title: _____

Telephone: _____ Mobile: +1 9196272446

Email: nidesai@metabolon.com

617 Davis Drive, Suite 400
Durham, NC 27713 US

PO Box 110407
Research Triangle Park, NC 27709 US

Proposal & Order Facsimile:
US Domestic: 1-800-536-9943
International: +1-919-287-2348

Proposal & Order Email:
Orders@metabolon.com



METABOLON*

TRUEVISION-GOLD STUDY PROPOSAL STUDY INFORMATION

OBJECTIVES:

Biomarker discovery of obese horses

SAMPLES:

20 obese and 20 non-obese control.

Estimated Sample Shipment Date: July 2016

SAMPLE SUBMISSION:

Upon completion of a signed proposal and issuance of a project code, Metabolon may provide a sample box(s). Customer will provide all samples for this project and ship to Metabolon in the shipping box provided at one time, with a goal to have samples submitted within two weeks of signed proposal; and in the amount and quantity specified in the quotation. **An electronic manifest must be submitted to Metabolon; without a complete manifest your samples will not be processed.** Additionally, please include a hard copy of the manifest in the shipping box. Metabolon analyzes all study samples contemporaneously, and all samples for a study should be shipped together. Metabolon may cancel this service agreement and return customer's funds if the samples are not received by Metabolon within 60 days from payment. All samples are destroyed 6 months after project completion unless specifically instructed otherwise.

PROTOCOL OVERVIEW:

- The project will consist of customized sample preparation, evaluation of samples for the presence of metabolites utilizing LC/MS, data processing, statistical analysis, and preparation of a final report.

DELIVERABLES:

1. A relative concentration profile of all small-molecule entities, including complex lipids (named and unnamed chemical structure), which can include endogenous compounds, xenobiotics, as well as their metabolites, extracted from the samples and detected by our LC/MS systems.
2. Fully quantitative profile of concentration and fatty acid composition of neutral and polar lipid classes
3. A full statistical analysis of the resulting data, which typically consists of univariate significance tests (t-tests, ANOVA, repeated measures analysis, etc.) with adjustments made to account for the multiple testing, and, if appropriate, classification analysis.
4. A 3-5 page biochemical summary of selected, statistically significant, named compounds (i.e. known chemical structure) using pathway analysis tools.



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TIMELINES:

Metabolon will accept shipment of samples upon execution of a Service Agreement. The completion of the final report will require interaction between the two companies. The final report should be completed 12 to 16 weeks from sample processing.

QUOTATION OF DELIVERABLES & ASSOCIATED COSTS:

For the study details listed above, the following quote has been prepared.

Deliverable	Description	Unit Cost	Cost*
Standard TrueVision Gold Deliverables	<p>Data Spreadsheet, per sample:</p> <ul style="list-style-type: none">• All biochemicals detected including complex lipids• KEGG/HMDB links• Relative quantitation <p>Heat Map & Statistical Results, for each group:</p> <ul style="list-style-type: none">• Detected biochemicals grouped by pathway and super-pathway• Fold-change relative to comparator group and, for associated statistical analyses<ul style="list-style-type: none">◦ p-value◦ q-value• Short presentation slide deck providing graphical support for highlighted biochemical differences• 3-5 page summary highlighting biochemical differences	Academic pricing with discount	\$24,000.00
TOTAL COST:			\$24,000.00



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AUTHORIZED STUDY APPROVAL:

I approve of the details of the study proposal as outlined above, and do hereby authorize Metabolon to engage in the analysis of samples acquired for this study. In addition, I hereby certify that this institution requesting this study is an academic institution or government agency.

Metabolon, Inc.

Texas A&M University

By: _____

By: Dean K. Endler

Name: John Ryals, Ph.D.

Name: Dean K. Endler

Title: President & CEO

Title: Director of Procurement Services

Date: _____

Date: 23 SEP 2016



TERMS & CONDITIONS:

1. **Work to be performed:** A description of the services to be performed by Metabolon under these terms and conditions is described in the attached proposal ("Quotation"). These services may be modified by written agreement between the Parties. A final report will be provided within 10 to 14 weeks from processing of samples, provided that the relevant financial obligations in Paragraph 2 are met in full.
2. **Payment:** A quotation for Metabolon's services with expiration date is attached. A purchase order with a billing/accounts payable contact must be issued referencing the quotation number OR credit card information must be provided for Metabolon to execute the services. Payment Terms: NET 30 days from receipt of invoice, late payments are subject to a 2% monthly finance charge on outstanding balance. Should the customer not fulfill the entire sample obligation agreed to in the original proposal, the customer understands they will be invoiced for any outstanding amounts up to the total dollar amount agreed upon in the original proposal. Invoicing on outstanding amounts will take place no later than 1 year from the date of the original signed proposal.
3. **Sample submission:** Upon completion of a signed proposal and issuance of a project code, Metabolon may provide a sample box(s). Customer will provide all samples for this project and ship to Metabolon in the shipping box provided at one time, with a goal to have samples submitted within two weeks of signed proposal; and in the amount and quantity specified in the quotation. **An electronic manifest must be submitted to Metabolon; without a complete manifest your samples will not be processed.** Additionally, please include a hard copy of the manifest in the shipping box. Metabolon analyzes all study samples contemporaneously, and all samples for a study should be shipped together. Metabolon may cancel this service agreement and return customer's funds if the samples are not received by Metabolon within 60 days from payment. All samples are destroyed 6 months after project completion unless specifically instructed otherwise.
4. **Amendments:** Any amendments to this Agreement must be in writing and signed by authorized representatives of the Parties.
5. **Governing Law:** This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of North Carolina.
6. **Severability:** Each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If any provision of these terms and conditions is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of these terms and conditions.
7. **Invention ownership and rights:** Ownership to any invention, whether or not patentable, conceived in the course of this service will vest in the customer. Notwithstanding the foregoing, customer agrees that Metabolon's core technologies and know-how shall remain the sole property of Metabolon.
8. **Hold harmless:** Each Party agrees to indemnify, hold harmless, and defend the other party and its respective affiliates, trustees, officers, employees, students, and/or agents against any liability, damage, loss or expense (including reasonable attorney's fees and costs of litigation) arising from any and all claims for death, illness, personal injury, property damage, or improper business practices arising out of the use of confidential information or proprietary materials transferred to it pursuant to this service.
9. **Notices:** Any notices required to be given or which may be given under these terms and conditions must be in writing and shall be delivered: (a) personally; (b) prepaid in registered or certified mail; or (c) by reputable private overnight mail courier service postage prepaid. The addresses to be used for all notices shall be as follows: Metabolon, Inc., ATTN: mView, 617 Davis Drive, Suite 400, Durham, NC 27713 US (919)572-1711.
10. **Independent parties:** For purposes of these terms and conditions, the Parties are independent contractors and neither may be considered an agent or an employee of the other at any time or for any purpose. Neither Party shall enter into any agreement, incur any obligations on behalf of the other Party, or commit the other Party in any manner without the prior written consent of the other Party. No joint venture, partnership, or like relationship is created between the Parties.
11. **Confidentiality/Ownership:** All information and materials disclosed by or on behalf of either Party to the other Party under this Agreement shall be the confidential information and property of the disclosing Party.
12. **Publication / Publicity:** Neither Party may make a press release announcing the execution of this service without the prior written consent of the other party. Each Party agrees to acknowledge the contributions of the other Party in all publications. Authorship and other matters regarding publications shall be governed by the Uniform Requirements for Manuscripts Submitted to Biomedical Journals (<http://www.icmje.org/>).
13. **Assignment:** Neither Party may assign or transfer any of their rights or responsibilities under these terms and conditions without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.
14. **Entirety of agreement:** This document, together with all attachments, constitutes the entire agreement between Metabolon and customer with respect to this research project.



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Purchasing Department Information:

PO Number: _____ PO Date: _____
Name: _____ Title: _____
Billing Address: _____
Quote Number: VWGL-49-2016-PF
Telephone: _____ Mobile: _____
Facsimile: _____ Email: _____

Credit Card Authorization:

Name on Card: _____
Credit Card Type: _____ Expiration: _____
Credit Card Number: _____ Total Charged: _____

Authorized Signature: Dean K. Endler
Dean K. Endler Director of Procurement Services

Date: 23 SEP 2016

617 Davis Drive, Suite 400
Durham, NC 27713 US

PO Box 110407
Research Triangle Park, NC 27709 US

Proposal & Order Facsimile:

US Domestic: 1-800-536-9943
International: +1-919-287-2348

Proposal & Order Email:

Orders@metabolon.com



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