



Service Level Agreement
Caligreen Laboratory, Inc.

Customer Business name: _____ Dated: _____

Customer Entity Name:

Federal Taxpayers/Employer Identification Number:

Customer Address:

Customer Phone Number:

Customer Contact Person:

Customer Sales Permit Number:

(Hereinafter, ("Customer"))

This Service Level Agreement is entered into, by and between, Caligreen Laboratory, Inc. ("Caligreen"), and Customer, is entered into the first date of application above, in respect to the below services provided by Caligreen.

1. **Services.** Caligreen shall provide the laboratory testing services ordered by Customer from time to time, in the ordinary course of business for all services and laboratory testing ordered and available.

2. **Compensation/Fees.** Beginning as of the Effective Date, Caligreen shall invoice and Customer agrees to pay Caligreen its prevailing prices for all services and testing ordered and invoice without delay or objection, when due or owing, which is typically on a monthly basis but may vary from time to time. Customer understands and agrees that Caligreen is entitled to reasonable attorney's fees and costs of suit in connection with any enforcement or collection action or proceeding of amounts due or outstanding or unpaid.

3. **Term.** This Agreement may be terminated at any time by either party by written or email notice by giving the other party one-week prior notice, upon which the parties shall act reasonably to complete all pending orders submitted or make all payments due or owed in the ordinary course of business.

4. **Confidential Information.** Customer agrees that is will not disclose to anyone the business methods, operating processes, or documentation by Caligreen in providing the services or any information about Caligreen's fees, operations, business methods or strategies or any other information specifically designated as confidential by Caligreen except as required by law or legal or regulatory process ("Confidential Information").



Confidential Information shall remain the property of Caligreen, during and after this Agreement. Customer will at all times take reasonable steps to establish and enforce the foregoing by its employees, independent contractors, consultants and vendors or any third party. The requirements of this Section 4 shall expressly survive the expiration or termination of this agreement. Each party specifically agrees to comply with, and assist their counterpart with compliance with applicable state or federal confidentiality requirements as to any individual patient information. In any event where Customer may be required to make disclosures by subpoena or court order of Confidential Information, Customer shall notify Caligreen in advance in writing seven days prior to any disclosure in order to afford an opportunity to secure remedial orders for any such confidential disclosures.

5. **Non-Solicitation/Non-Employment.** During the term of this Agreement and for a one (1) year period commencing with the termination of this Agreement, Customer agrees not to employ, directly or indirectly, any individual who was an employee of the Caligreen during the term of this Agreement without written consent of an authorized person in Caligreen. Customer agrees that Caligreen does not have an adequate remedy at law to protect its rights under this section and agrees that the Caligreen will have the right to injunctive relief from any violation or threatened violation of this Section.

6. **Indemnification.** Notwithstanding any other term of this Agreement, Customer shall indemnify, defend and hold harmless Caligreen, its corporate affiliates, current or future directors, trustees, officers, professional staff, employees, heirs and assigns (the "Indemnitees"), against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of this Agreement (including, but not limited to, actions in the form of tort, warranty, or strict liability).

7. **Limitation of Liability, Warranties, and Representations.** Caligreen shall not be liable for any damages or amount of losses greater than that the Customer has already paid to Caligreen for any alleged breach of contract or duty arising under this agreement or in connection with Customer or related to Customer. CALIGREEN MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, AGAINST THIRD PARTY INFRINGEMENT, CONDITION, DESIGN, COMPLIANCE WITH SPECIFICATION OR OPERATION OF FITNESS OF ANY EQUIPMENT OR SERVICE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY EQUIPMENT OR SERVICE.

8. **Notice.** Any notices, payment, demand or communication required or permitted to be given by the provisions of this Agreement will be effective on the date of receipt if sent or delivered to the party at the above addresses identified.

9. **Governing Law and Jurisdiction.** This Agreement shall be interpreted and governed by the laws and statutes of the State of California, County of Los Angeles, City of Los Angeles. In the event of disputes, it is agreed that all matters shall be tried in the state or federal court having jurisdiction of Los Angeles, California. Each party consents to jurisdiction and venue of said courts.

10. **Disputes.** Except for the collection or enforcement of any outstanding invoices, any dispute arising under this Agreement shall be resolved by the parties by arbitration with ADR Services, Inc., according to the prevailing commercial rules and California law.

11. **Independent Contractors/No Third Party Beneficiaries.** The parties to this agreement are each independent contractors and nothing in this agreement shall be construed to create a partnership, joint venture or other relationship between either party. Furthermore, the parties expressly disclaim and agreement third party beneficiaries to this Agreement or Caligreen's services or testing to the fullest extent permitted under law.

12. **Force Majeure.** It is mutually agreed that performance of duties hereunder may be impeded by occurrences beyond the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard and other natural disasters; fire, riot, war or civil disturbance; strikes by common carriers; extended loss (more than 48 hours) of utilities (except for non-payment); and similar events shall excuse the affected party from performance of services impeded by such event(s) to the extent of the occurrences arising. Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments.

13. **Miscellaneous.**

A. **Integration/Merger.** This Agreement contains the entire agreement of the parties relative to the services to be provided to Customer and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in the Agreement will be of any force or effect. This Agreement specifically supersedes any prior written or oral agreements between the parties relating to the provisions of the Services.

B. **Binding.** This Agreement is binding upon, and inures to the benefit of and is enforceable by Caligreen, Customer and their respective legal representatives, assigns and successors in interest.

C. **No Assignment.** Customer may not assign this Agreement without the prior written consent of their counterpart, provided that this Agreement will be deemed assigned to, and will be binding upon, the survivor in any merger or business combination involving a party or the purchaser of all or substantially all of the assets of a party.

D. Any amendments or changes to this Agreement will be in writing and will not be effective until executed signed by both parties.



E. Caligreen and Customer acknowledge that they are duly authorized by to enter into this Agreement and that this Agreement is being signed by duly authorized agents authorized to act on their respective behalf.

F. This Agreement may be executed in the singular or in identical counterparts. Once signed by all parties, each counterpart document shall have equal binding effect.

NOW, THEREFORE, to signify the Customer's acceptance of the terms and conditions set forth in this Agreement, the Customer's authorized signer affix a signature below. Furthermore, by signing below each party warrants that it has the authority to enter into and be bound by this Agreement:

By: _____

Name: _____

Company Name: _____

Address: _____

Phone: _____

Fax: _____