BENCHLAB, LLC SOFTWARE LICENSE AGREEMENT

This Software License Agreement, (this "Agreement") sets forth the terms on which BenchLab, LLC U.S. Inc. ("BenchLab, LLC") licenses certain Software (as defined below) to the person or entity identified on the Order ("Customer").

BY INSTALLING OR USING THE SOFTWARE OR BY PAYING THE LICENSE FEES IDENTIFIED IN AN ORDER, CUSTOMER (i) REPRESENTS AND WARRANTS IT HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS AND CUSTOMER AND (ii) CONFIRMS ACCEPTANCE OF THE SOFTWARE AND AGREES TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, THEN BENCHLAB, LLC IS UNWILLING TO GRANT CUSTOMER THIS LICENSE AND CUSTOMER MUST NOT INSTALL OR USE THE SOFTWARE. CUSTOMER AGREES THAT THIS AGREEMENT IS ENFORCEABLE TO SAME EXTENT AS ANY EXECUTED WRITTEN AGREEMENT.

THE SOFTWARE MAY INCLUDE PRODUCT ACTIVATION AND OTHER TECHNOLOGY DESIGNED TO PREVENT THE UNAUTHORIZED COPYING AND USE. THE TECHNOLOGY MAY PREVENT CUSTOMER'S USE OF THE SOFTWARE IF CUSTOMER DOES NOT FOLLOW THE ACTIVATION PROCESS DESCRIBED IN THE SOFTWARE AND DOCUMENTATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SOFTWARE WILL CEASE TO FUNCTION UNLESS AND UNTIL CUSTOMER ACTIVATES THE SOFTWARE.

1. DEFINITIONS

1.1. "Customer Content" means all content, information and data submitted to and stored in the Software by or on behalf of Customer. Customer Content is intended by the parties to be treated as Customer Confidential Information.

1.2. "Documentation" means the functional, operational, and technical specifications related to the Software made available by BenchLab, LLC, as may be updated by BenchLab, LLC from time-to-time.

1.3. "Effective Date" means the date which is the earlier of (a) Customer's initial access to or use of the Software or (b) the effective date of the first Order referencing this Agreement.

1.4. "Claim" means any third-party lawsuit, claim, allegation, demand, or other cause of action.

1.5. "Intellectual Property Rights" means all copyrights, trademarks, trade names, service marks, patents, trade secrets, proprietary marks, logos, as well as any related applications, registrations, moral rights, or common law rights, on a worldwide basis.

1.6. "Loss" means damages, liabilities, demands, losses, costs, and expenses (including without limitation reasonable attorney's fees).

1.7. "Order" means a purchase order or statement of work, as applicable, pursuant to which Customer purchases Software.

1.8. "Software" shall mean the (1) the current executable, object code released version of the computer software licensed by Customer and specified on the Order, and (2) at any time after Brooks has delivered to Customer a new version of such computer software Brooks provides as an Update under this Agreement.

1.9. "Support Services" means the maintenance and support services set forth on Exhibit A.

1.10. "Term" means the term set forth in the applicable Order, including any renewals of the same.

1.11. "Updates" means any new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software BenchLab, LLC commercially releases to its end users generally to correct deficiencies or enhance the capabilities of the Software, improvements, modifications, upgrades, fixes or additions; provided, however, Updates shall not include new, separate product offerings, new modules, re-platformed software or new functionality for which BenchLab, LLC may charge a separate or additional fee.

1.12. "User" means Customer's employees and contractors to whom Customer has issued access credentials to use the Software for Customer's business purposes.

2. LICENSE

2.1. <u>License Grant</u>. Subject to the terms of this Agreement, BenchLab, LLC hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable, perpetual license to use the Software ("License"). Customer is not granted any title or right to ownership in the Software. Customer may install and use the Software on a single computer; OR install and store the Software on a storage device, such as a network server, used only to install the Software on Customer's other computers over an internal network, provided Customer has a License for each separate computer on which the Software is installed and run. The License may not be shared, installed, or used concurrently on different computers. The Software may be received in more than one platform, but Customer shall only install or use one platform. If the Software is delivered in multiple versions or languages, Customer may only run one version or language of the Software, and Customer may not run the additional versions in any other language on any other computer.

2.2. <u>Restrictions</u>. Customer may not (i) alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble or otherwise attempt to discover the source code of the Software or reduce the Software to a human-perceivable form or create derivative works based upon the Software; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service; (iii) use the Software or Documentation in violation of any law, regulation, or rule; or (iv) use the Software to develop any application having the same primary function as the Software.

2.3. <u>Audit Rights</u>. BenchLab, LLC may audit use of the Software for compliance with this Agreement at any time, upon reasonable notice. In the event that such audit reveals any use of the Software other than in full compliance with the terms of this Agreement, Customer shall reimburse BenchLab, LLC for all reasonable expenses related to such audit, in addition to any other liabilities Customer may incur as a result of such non-compliance.

2.4. <u>Copies</u>. Customer has the right to make copies of the Software solely for archival purposes and backup purposes, provided that Customer shall not, and shall not allow any person to install or use any such copy other than if and for so long as the copy installed in accordance with the preceding sentence is inoperable and, provided, further, that Customer uninstalls

and otherwise deletes such inoperable copy. All copies of the Software made by the Customer (i)will be the exclusive property of BenchLab, LLC; (ii)will be subject to the terms and conditions of this Agreement; and (iii) must include all Marks, other intellectual property right notices contained in the original.

3. **DELIVERY & INSTALLATION**.

3.1. <u>Delivery</u>. BenchLab, LLC shall deliver the Software to Customer (either electronically or physically) and provide installation, installation assistance and training only to the extent expressly provided in an Order.

3.2. <u>Order Changes</u>. Orders in process may not be changed except with BenchLab, LLC's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Software returned without the prior written consent of BenchLab, LLC.

3.3. <u>Suite License</u>. In the event the Software is distributed along with other BenchLab, LLC software products as part of a suite of products (collectively, the "Suite"), the license of the Suite is licensed as a single product and none of the products in the Suite, including the Software, may be separated for installation or use on more than one computer.

3.4. <u>Installation and Training</u>. Upon mutual agreement of the parties, BenchLab, LLC will provide installation, training, and other agreed upon professional services to Customer pursuant to a separate professional services agreement and any statement of works thereunder.

4. **SUPPORT SERVICES.**

4.1. Upon request and payment of all Support Services fees, BenchLab, LLC will provide Customer the Support Services. A current version of the offered Support Services is attached as Exhibit A and incorporated in this Agreement. The Support Services are subject to change at BenchLab, LLC's sole discretion; however, BenchLab, LLC will not materially reduce the level of Support Services provided during the Term for which Support Services fees have been paid.

4.2. The Support Services shall be provided for the term and at the price as specified in the Order. Upon expiration of the Support Services term as provided in the Order, the Support Services shall be automatically renewed for successive one-year periods at BenchLab, LLC's current rates unless Customer provides notice of non-renewal to BenchLab, LLC not less than sixty (60) days prior to the end of each yearly period. Fees paid for Support Services are non-refundable.

4.3. Customer shall only be entitled to receive Updates during any period for which the Support Services have been purchased.

5. **FEES AND PAYMENT.**

5.1. <u>License Fee</u>. Customer shall pay a license fee as specified in the Order.

5.2. <u>Payment Terms</u>. The payment of the License Fee shall be made by Customer to BenchLab, LLC within thirty (30) days after the date of invoice issued by BenchLab, LLC. Except as otherwise identified herein, payment obligations are non-cancelable, and Fees paid are non- refundable. Except as otherwise identified herein, payment obligations are non-cancelable, and all Fees paid are non-refundable. For any payments not made by the due date, BenchLab, LLC may assess late payment interest on past due amounts of the lesser of 1.5% per month or the highest percentage permitted by applicable law, which

shall accrue from the date

payment is due until the date BenchLab, LLC receives payment in full. Customer shall be liable for all attorneys' fees and collections costs and expenses incurred by BenchLab, LLC in collecting amounts due. BenchLab, LLC may set-off amounts owed to it hereunder.

5.3. Taxes. Taxes, in any country, now or hereafter imposed with respect to the transactions contemplated hereunder (with the exception of income taxes or other taxes imposed upon BenchLab, LLC and measured by the gross or net income of BenchLab, LLC) shall be the responsibility of Customer, and if paid or required to be paid by BenchLab, LLC, the amount thereof shall be added to and become a part of the amounts payable by Customer hereunder.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. BenchLab, LLC's Intellectual Property Rights. The Software and Documentation are licensed, not sold, to Customer by BenchLab, LLC and Customer does not have under or in connection with this Agreement any ownership interest in the Software or Documentation, or in any related intellectual property rights.

6.2. Feedback. If Customer or any Users provide BenchLab, LLC with any suggestions, enhancement requests, recommendations or other feedback ("Feedback") regarding the Software, Customer grants to BenchLab, LLC a perpetual, irrevocable, worldwide, royalty-free, fully paid up, transferable and sub-licensable license to use, modify, distribute and incorporate Customer's Feedback into the Software without attribution of any kind. All Feedback, if any, is provided by Customer without warranties. Customer shall have no obligation to provide Feedback.

6.3. Use of Marks. Customer hereby does and shall at all times acknowledge BenchLab, LLC's right, title and interest in and to the marks and shall not in any manner represent that it has any ownership interest therein nor will it adopt or use any trademarks, trade names or service marks confusingly similar thereto. Customer shall not at any time do or permit any act to be done which may in any way impair the rights of BenchLab, LLC in the Marks. Customer shall not use any of the marks on or in connection with any goods or services other than the Software. Upon termination of this Agreement, Customer will discontinue any and all uses of the marks.

7. CONFIDENTIALITY

7.1. Definition. "Confidential Information" is the confidential or proprietary information of a party disclosed by or on behalf one party to the other party during the Term, which is marked as confidential or proprietary or should reasonably be known by the receiving party to be confidential or proprietary by the nature of the information or the context of the disclosure. Confidential Information includes each party's business, financial, technical and product information. BenchLab, LLC's Confidential Information specifically includes, but is not limited to, this Agreement and related pricing, the Software, and the Documentation. Customer's Confidential Information includes Customer Content.

7.2. Exclusions. Confidential Information excludes information which: (i) is or becomes a part of the public domain through no act or omission of the receiving party, (ii) was in the receiving party's lawful possession prior to the disclosure by the disclosing party and had not been obtained by the receiving party from the disclosing party, (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure, or (iv) is independently

developed by the receiving party through no use of the disclosing party's Confidential Information as evidenced by the receiving party's documentation.

7.3. <u>Limited Use and Disclosure</u>. The only purpose for which the disclosing party's Confidential Information may be used by the receiving party is for the receiving party to perform its obligations or exercise its rights under the Agreement. Each party shall treat the other party's Confidential Information with at least the same degree of care that it treats its own similar Confidential Information but using no less than a reasonable degree of care. Each party may only disclose the other party's Confidential information to those of its employees with a need to know to perform such party's obligations or exercise such party's rights under the Agreement, and to its attorneys and accountants in their capacity as professional advisors, so long as such employees, accountants and attorneys are subject to an obligation of confidentiality and non-use under terms no less restrictive than this Agreement. Except as set forth in the previous sentence, each party shall not disclose the other party's Confidential Information to any third parties without the disclosing party's prior written consent. Notwithstanding the foregoing, BenchLab, LLC may disclose Customer's Confidential Information, without Customer's consent, to its Affiliates, subcontractors, or agents in their performance under this Agreement who are subject to an obligation of confidentiality and non-use.

7.4. <u>Compelled Disclosure</u>. If compelled by applicable law or court order to disclose the other party's Confidential Information, then, to the extent legally permitted, the receiving party shall: (a) provide the disclosing party prior written notice with sufficient time to challenge the request or seek a protective order, and (b) only disclose the minimum amount of the disclosing party's Confidential Information necessary to comply with the applicable law or court order.

7.5. <u>Return / Destroy</u>. At termination or expiration of this Agreement, each party shall promptly return or destroy the other party's Confidential Information (whichever is requested). Upon request, the other party shall promptly provide written notice of compliance with this provision.

7.6. <u>Survival</u>. The confidentiality provisions herein shall survive for 2 years after the termination or expiration of this Agreement, except that trade secrets shall continue be treated as confidential so long as they qualify as a trade secret under applicable law.

8. DATA PRIVACY AND SECURITY

8.1. <u>Data Privacy</u>. BenchLab, LLC may have access to Personal Information resulting from Customer's use of the Subscription Services solely for the purpose of providing the Subscription Service under this Agreement and for no other purpose. "Personal Information" means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, or is otherwise the type of data that is regulated by applicable data privacy or data security laws, rules or regulations including (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR"); (ii) the U.S. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); (iii) the California Consumer Privacy Act of 2018 (the "CCPA"), and (iv) other privacy laws, as they may be adopted, implemented, or amended from time to time ("Data Privacy Laws"). BenchLab, LLC and Customer agree they are responsible for understanding and complying with their obligations under all applicable Data Privacy Laws.

8.2. <u>Data Security</u>. BenchLab, LLC will process Customer Content in compliance with the data security terms located in Exhibit B, which is incorporated into this Agreement.

9. REPRESENTATIONS AND WARRANTIES

9.1. <u>Support Services</u>. BenchLab, LLC warrants to Customer that during the term of this Agreement, BenchLab, LLC will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. BenchLab, LLC will not materially decrease the functionality of the Software during a Term. In the event of a breach of this warranty, BenchLab, LLC will use commercially reasonable efforts to correct the reported non- conformity, at no charge to Customer, or if BenchLab, LLC determines such remedy to be impracticable or BenchLab, LLC is unable to resolve the non-conformity after a reasonable period of time, then either party may terminate the applicable Order and Customer will receive a refund of any unused Fees Customer has pre-paid for the Software purchased thereunder. The foregoing shall be Customer's sole and exclusive remedy for any breach of the warranty set forth in this section.

9.2. <u>Mutual Representations</u>. Each party represents to the other that: (i) it is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the power and authority to enter into and perform its obligations under this Agreement; (ii) the person executing and delivering this Agreement on behalf of such party is duly authorized to make such execution and delivery; (iii) this Agreement constitutes a valid obligation, binding upon and enforceable against each such party in accordance with its terms; and (iv) execution and delivery of this Agreement and the performance of each such party's obligations do not breach any contract between such party and any third party

9.3. **DISCLAIMER OF ACTIONS CAUSED BY AND/OR UNDER THE CONTROL OF THIRD PARTIES. BENCHLAB, LLC DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM BENCHLAB, LLC'S NETWORK AND OTHER PORTIONS OF THE INTERNET, AND ACCORDINGLY BENCHLAB, LLC DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO A FAILURE IN THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY A THIRD PARTY OTHER THAN ANY CONTRACTOR OR AGENT OF BENCHLAB, LLC HEREUNDER.**

9.4. **THE SOFTWARE, AND THE DOCUMENTATION ARE PROVIDED "AS IS." BENCHLAB, LLC HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, BENCHLAB, LLC MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER PRODUCTS, SERVICES, TECHNOLOGIES, INFORMATION, MATERIALS OR OTHER MATTER (INCLUDING ANY SOFTWARE, HARDWARE, FIRMWARE, SYSTEM OR NETWORK) EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.**

10. TERM AND TERMINATION

10.1. <u>Term</u>. The Software license granted under this Agreement shall remain in effect perpetually unless otherwise terminated under this Section 10. The Support Services shall be

automatically renewed for successive one-year periods unless Customer provides notice of non-renewal to BenchLab, LLC not less than sixty (60) days prior to the end of each yearly period

10.2. <u>Termination for Cause</u>. A party may terminate this Agreement upon written notice if either (i) the other party fails to cure a material breach of this Agreement within thirty (30) days of the date that written notice of such material breach is sent by the non-breaching party; or (ii) the other party files a petition for bankruptcy or is adjudicated bankrupt, a petition of bankruptcy is filed against such other party and not dismissed within ninety (90) days, or the other party admits in writing or in a legal proceeding that it is insolvent and/or unable to pay its debts as they come due.

10.3. In the event of any termination:

10.3.1. Customer shall immediately discontinue use of the Software and delete or return all Documentation;

10.3.2. BenchLab, LLC will immediately cease providing the Software;

10.3.3. BenchLab, LLC shall promptly return, or upon request, destroy, all applicable Customer Confidential Information;

10.3.4. any and all of Customer's payment obligations under this Agreement for the Services provided through the effective date of termination will immediately become due.

10.4. **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIABILITY OF BENCHLAB, LLC UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE) SHALL NOT EXCEED THE LICENSE FEE OR AGGREGATE SOFTWARE FEES PAID BY CUSTOMER FOR THE SOFTWARE GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL BENCHLAB, LLC BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF GOODWILL, THE COSTS OF SUBSTITUTE SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY, NEGLIGENCE, OR OTHERWISE, AND REGARDLESS OF WHETHER BENCHLAB, LLC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. INDEMNIFICATION

11.1. **Indemnification by Customer**. Customer shall, at its expense, defend BenchLab, LLC and its Representatives from and against Claims, as well as indemnify and hold harmless BenchLab, LLC and its Representatives, from and against any Loss arising from or relating to: (a) third- party claims of bodily injury or death to a person, or damage to property, caused by the acts or omissions of Customer or the Users; (b) Customer's or a User's infringement or misappropriation of BenchLab, LLC's or a third party's Intellectual

Property Rights; and (c) third-party claims and claims by Users that the Customer Content violates applicable law or a third-party's privacy or proprietary rights or Intellectual Property Rights.

11.2. **Indemnification by BenchLab, LLC**. BenchLab, LLC shall, at its expense, defend Customer from and against any Claim, as well as indemnify and hold harmless Customer from and against any Loss arising from an allegation by a third party that the Services infringe or misappropriate a valid U.S. copyright, patent or trade secret of a third party (an "**IP Claim**"). In the event of an IP Claim, BenchLab, LLC may, at its option and expense, either: (i) modify, fix, or replace the infringing (or allegedly infringing) Services so that they are no longer infringing but remain materially similar to the Services, (ii) secure for Customer the right to continue using the infringing (or allegedly infringing) Services; or (iii) terminate this Agreement and all Orders hereunder, and provide Customer a refund of any prepaid, unused fees. THE FOREGOING SENTENCE SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND VENDOR'S SOLE AND EXCLUSIVE LIABILITIES FOR CLAIMS RELATING TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS ARISING HEREUNDER. Notwithstanding the foregoing, BenchLab, LLC has no obligation to indemnify, defend or hold harmless pursuant to this provision if the IP Claim arising in whole or in part due to: (i) use of the Services contrary to the Documentation or in violation of this Agreement, (ii) Customer's or an User's misuse or abuse of the Services, (iii) modification of the Services not expressly permitted in writing by BenchLab, LLC, or (iv) combination of the Services with any software, hardware or other materials not expressly permitted in writing by BenchLab, LLC.

11.3. **Procedure**. The indemnitee will provide prompt written notice of a claim for which it seeks defense or indemnification, to the indemnifying party, and the requisite information, reasonable assistance (at the indemnifying's party's expense) and authority for the indemnifying party to control the defense. Failure to give prompt notice will not relieve the indemnifying party of its obligations to defend, indemnify and hold harmless the indemnitee(s), except and only to the extent that the indemnifying party is actually prejudiced by such delay. The indemnifying party shall not settle any claim that finds fault with, or requires specific performance of, the indemnitee(s), without the applicable indemnitee's prior written consent which shall not be unreasonably withheld or delayed. The indemnitee may participate in the defense with counsel of its own choosing at its sole cost.

12. MISCELLANEOUS

12.1. <u>Non-Exclusivity</u>. This Agreement is non-exclusive, and nothing herein prohibits BenchLab, LLC from providing the same or similar services to any other party during the Term.

12.2. <u>Export Restrictions</u>. The Software and Documentation may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. The Customer shall not, directly or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. The Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the

Software or Documentation available outside the US. Customer shall, if requested by BenchLab, LLC, provide information on any Software or Documentation exported by the Customer

or to be exported by the Customer. Customer shall cooperate fully with BenchLab, LLC in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold BenchLab, LLC harmless from, or in connection with, any violation of this Section by Customer or its employees, consultants, or agents.

12.3. <u>Assignment</u>. Customer may not delegate any duties nor assign any rights or claims hereunder without BenchLab, LLC's prior written consent, and any such attempted delegation or assignment shall be void.

12.4. <u>Governing Law</u>. The rights and obligations of the Parties hereunder, including any claims arising out of or related to this sale of goods shall be governed, construed, and enforced under the laws of the Commonwealth of Massachusetts, excluding its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Suffolk County, Massachusetts in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise.

12.5. <u>Venue; Jurisdiction</u>. In the event of any legal proceeding between BenchLab, LLC and Customer relating to this Agreement, neither party may claim the right to a trial by jury, and both Parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

12.6. <u>Severability</u>. In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

12.7. <u>No Waiver</u>. BenchLab, LLC's failure to enforce, or BenchLab, LLC's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

12.8. <u>Relationship of Parties</u>. The parties hereto agree that Customer is not an agent or employee of BenchLab, LLC. Customer has no expressed or implied authorization to incur any obligation or in any manner otherwise make any commitments on behalf of BenchLab, LLC. Customer shall employ its own personnel and shall be responsible for them and their acts and in no way shall BenchLab, LLC be liable to Customer, its employees or third parties for any losses, injuries, damages or the like occasioned by Customer's activities in connection with this Agreement, except as expressly provided herein.

12.9. <u>Force Majeure</u>. Neither party hereto shall be liable for default of any obligation hereunder (other than payment obligations) if such default results from the force majeure which includes, without limitation, governmental acts or directives; strikes; acts of God; war; insurrection, riot or civil commotion; fires, flooding or water damage; explosions, embargoes or delays in delivery, whether of the kind herein enumerated or otherwise, which are not within the reasonable control and without the negligence of the party affected.

12.10. <u>Non-Cumulative Remedies</u>. The rights and remedies contained herein shall be exclusive and not cumulative to any rights or remedies at law or equity.

12.11. <u>Modifications</u>. BenchLab, LLC reserves the right to change this Agreement in BenchLab, LLC's   sole   discretion.

12.12. <u>United States Government Users (Only).</u> If Customer is an agency or instrumentality of the United States Government, the software underlying the Software is "commercial computer software", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of such software and any documentation are governed by the terms of this Agreement.

12.13. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties with regard to the matters dealt with herein, and supersedes all prior representations, negotiations, understandings, and agreements, oral or written, between the Parties with respect thereto. All purchase orders, forms of acceptance, invoices and other documentation respecting the subject matter of this Agreement issued by Customer shall be deemed to be issued for its own internal purposes, and any provisions therein that are in addition to the terms of this Agreement shall be of no force and effect except and to the extent the information contained therein is, consistent with and required pursuant to this Agreement.

Exhibit A
Support Services

1.   INTERPRETATION

The following definitions and rules of interpretation apply in this Exhibit.

1.1   DEFINITIONS

Acceptance of Software: delivery of the Software or where applicable, delivery of the configured Software, unless otherwise agreed.

Business Day: a measurement of time that typically refers to any day in which normal business is conducted and excludes weekends and public holidays.

Commercially Reasonable Efforts: the same degree of priority and diligence with which BenchLab, LLC meets the support needs of its other similar end users.

End User Cause: any of the following causes:

(a)   any improper use, misuse, or unauthorized alteration of the Software by the Customer;

(b)   any use of the Software by the Customer in a manner inconsistent with the Documentation;

(c)   the use of a non-supported version or release of the Software.

(d)   failure, deficiency, or non-compliance toward specifications listed in Documentation of Customer infrastructure upon which the Software is dependent (e.g. example Customer provisioned IT infrastructure, Customer automation hardware, database systems, network capabilities, integrated third party systems and software and laboratory instrumentation).

Fault: any condition within the Software causing a failure of the system to operate in all material respects in accordance with the Documentation.

Help Desk Support: technical activities performed by qualified and experienced BenchLab, LLC personnel to triage and track any Support Requests from Customer and to respond to general technical inquiries relating to the usage of or configuration of the Software.

Main Agreement: the Software Sales and Services agreement to which this Exhibit relates.

Out-of-Scope Services: services provided by BenchLab, LLC that are consultative in nature, are not included in Support Services, or are in connection with a Fault determined by BenchLab, LLC to be a result of an End User Cause or a cause otherwise out of BenchLab, LLC's control.

Resolution: technical activities performed to address a Support Request from Customer, including;

(a)   provision of code changes and bug fixes to remedy or avoid a Fault; or

(b)   changes to system configuration or settings to remedy or avoid a Fault; or

(c)   updates to Documentation relevant to the course of action necessary to remedy or avoid a Fault; or

(d)   provision of a replacement of a copy of the Software where the original copy has been accidentally damaged; or

(e)   provision of a workaround in relation to a Fault that is reasonably acceptable to the Customer; or

(f)   other recommendations relevant to the course of action necessary to remedy or avoid a Fault to the satisfaction or the Customer.

Software Release: A supported version of Software published in accordance with a product roadmap and release schedule.

Support Period: the period of time during which BenchLab, LLC will perform Support Services for Customer

Support Request: request made by the Customer in accordance with this schedule for support in relation to the Software or Documentation.

Support Services: maintenance and provision of supported versions and releases of the Software, including Help Desk Support, but excluding any Out-of-Scope Services.

All other capitalized terms in this schedule shall have the meaning given to them in the Main Agreement.

2.   SUPPORT HOURS

2.1   Monday to Friday between the hours of 8 am to 5 pm EST with extended hours being available to Customers as needed on a case by case basis.

3.   SUPPORT FEES

3.1   Support fees are due and payable annually in advance, unless otherwise stated in the relevant order or payment plan. Customer payment or commitment to pay is required to access Support Services described in this schedule (e.g. purchase order, actual payment, or other approved method of payment).

3.2   Annual Invoices will be issued and sent to a single billing address that Customer designates. Failure to submit payment will result in the termination of the Support Services.

3.3   Support fees paid are non-refundable.

3.4   Support fees are calculated based on an annual fee of 20% of the cumulative, acquired Software License fees.

4.   SUPPORT PERIOD

4.1   Support Services term shall be 12 Months from delivery of the Software, or the annual anniversary of such date, subject to the payment of Support Services fees and unless terminated pursuant to Section 10 of the Agreement.

5.   SUPPORT SERVICES

5.1   During the Support Period, BenchLab, LLC shall perform the Support Services during the Support Hours in accordance with the Service Levels.

5.2   As part of the Support Services, BenchLab, LLC shall:

    (a)   assess and prioritize Resolutions in accordance with the Service Levels set forth in paragraph 7; and

    (b)   provide current versions and releases of Software to the Customer when they are available

5.3   BenchLab, LLC has sole discretion in determining the cause of a Fault and the designation of services as Out-of-Scope Services. If BenchLab, LLC makes any such designation, it shall promptly notify the Customer of that designation.

5.4   BenchLab, LLC has sole discretion to provide Out-of-Scope Services upon Customer request. In such circumstances, BenchLab, LLC shall be entitled to charge the Customer for Out-of-Scope Services at its then prevailing rates for such services.

5.5   The Customer acknowledges that BenchLab, LLC is not obliged to provide Out-of-scope Services.

6.   SUBMITTING SUPPORT REQUESTS AND ACCESS

6.1   The Customer may request Support Services by way of a Support Request

    (a)   For FreezerPro Software License: The Customer may request Support Services by emailing freezerprosupport@BenchLab, LLC.com.

    (b)   For Informatics Software License: The Customer may request Support Services by way of a Support Request by emailing support@benchlabsolutions.com.

6.2   The Customer shall provide BenchLab, LLC with:

    (a)   prompt notice of any perceived Faults; and

    (b)   such output and other data, documents, information, assistance and (subject to compliance with all End User's security and encryption requirements) remote access to the Customer system, as are reasonably necessary to assist BenchLab, LLC to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.

6.3   The Customer acknowledges that, to properly assess and resolve Support Requests, it may be necessary to permit BenchLab, LLC direct access at the Customer Site to the Customer System and the Customer's files, equipment, and personnel.

6.4   The Customer shall provide such access promptly, provided that BenchLab, LLC complies with all the Customer's security requirements and other policies and procedures relating to contractors entering and working on the Customer's site notified to BenchLab, LLC.

7.   SERVICE LEVELS

7.1   BenchLab, LLC shall:

(a)   prioritize all Support Requests as set out below based on its reasonable assessment of the severity level of the problem reported and in conjunction with the severity level definitions; and

(b)   each Support Request will be assessed individually, and its severity level assigned based on impact to the ability of the Customer to continue routine business operations; and

(c)   respond to all Support Requests in accordance with the responses and response times specified in the table set out below:

(d)   endeavour to meet or exceed these targets 80% of the time.

7.2   <u>Error Response</u>. The following tables display the targets for initial review and frequency of updates based on severity. The goals for initial review after a problem is first reported are based on the nature and severity of the problem. The technical support specialist makes every attempt to contact the Customer who reported the problem within the response time goals described below. Due to the complex nature of software development and operating environments, BenchLab, LLC cannot guarantee the time that it will take to resolve a problem. BenchLab, LLC will make commercially reasonable efforts to resolve problems as expeditiously as possible.

ISSUE SEVERITY LEVELS			RESPONSE TIMES	
SEVERITY LEVEL	DESCRIPTION		INITIAL REVIEW	FOLLOW-UP FREQUENCY
Severity 1 Critical	Critical production issues affecting all users, including system unavailability and data integrity issues with no workaround available. Service is down or unavailable. A critical part of the Subscription Services is unavailable or inaccessible, resulting in total disruption of work or critical business impact. Service crashes or hangs indefinitely causing unacceptable or indefinite delays for resources or response. Data corrupted or lost and must restore from backup. A critical documented feature / function is not available.		4 hours	Every 24 hours

Severity 2 Major	Major functionality is impacted, or significant performance degradation is experienced. Issue is persistent and affects many users and / or major functionality. No reasonable workaround available. Service is operational but highly degraded performance to the point of major impact on usage. Important features of the Software are unavailable with no acceptable workaround; however, operation can continue in a restricted fashion. Access to a third-party application or service provider deemed noncritical is impacted.	8 business hours	Every 2 business days
Severity 3 Minor	System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable. Service is operational but partially degraded for some or all areas, and an acceptable workaround or solution exists. Problem with non-critical feature or functionality.	24 business hours**	Upon request
Severity 4 Cosmetic	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Acceptable workaround available. Minor problem not impacting service functionality. Enhancement requests, missing or erroneous documentation. Minor problem or question that does not affect delivery of service.	24 business hours**	Upon request

**Business Hours exclude weekends and federally observed US holidays.

(a) The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.

(b) For certain Subscription Service offerings, BenchLab, LLC may offer premium support to address Severity 1 issues during off-hours for additional fees and pursuant to terms identified on an applicable Order.

(c) Ownership and management of Support Requests is the responsibility of BenchLab, LLC. When it is agreed (between the Customer and BenchLab, LLC) that a Support Request has been resolved, the Support Request will be closed in the BenchLab, LLC system.

(d) Customer queries not relating to Faults will be resolved with commercially reasonable efforts. BenchLab, LLC may require Customer to attend appropriate training to resolve queries relating to standard operation of the software.

(e) BenchLab, LLC shall give the Customer regular updates of the nature and status of its efforts to provide a Resolution to a Support Request based on the times provided in the above table.

Exhibit B

Data Security Requirements

This Data Security Requirements Exhibit ("**Exhibit**") is incorporated by reference into the Software License Agreement or the Subscription Services Agreement relevant to Customer's relationship with BenchLab, LLC (in each case, the "**Agreement**") and applies to (i) the access to and collection, processing, use, storage, hosting, maintenance, destruction, disclosure, dissemination, and transmission (together, "**Processing**") of Customer Content and (ii) the systems, data centers, and facilities used by or on behalf of BenchLab, LLC to provide the Software or Subscription Services or to Process Customer Content. Capitalized terms used but not defined in this Exhibit have the meanings given to them in the Agreement.

A. Compliance & Responsibility. BenchLab, LLC is in and will remain in compliance with all laws, regulations, directives, and industry standards applicable to the Processing of Personal Information, including those applicable to transborder data flow, federal and state privacy and data protection laws and regulations, and HIPAA. BenchLab, LLC will not use Customer Content for any purposes other than as expressly provided in the Agreement without Customer's prior written consent. BenchLab, LLC will not Process any Customer Content for its own benefit or for the benefit of any third party. BenchLab, LLC is responsible for all authorized and unauthorized Processing of Customer Content in the possession, custody, or control of BenchLab, LLC or its employees or contractors.

B. Safeguards. BenchLab, LLC has established and will at all times implement and maintain administrative, organizational, technical, and physical security measures and safeguards that protect the security, integrity, availability, accuracy, and confidentiality of Customer Content, including against unauthorized, accidental, and unlawful Processing, damage, loss, or alteration of Customer Content. Without limiting the generality of the foregoing and in accordance with industry standards and best practices, BenchLab, LLC's security measures and safeguards include:

     i. Maintaining and enforcing a written information security program that includes appropriate policies, standards, and procedures and that is reviewed for new risk assessments and updated accordingly at least annually;

     ii. Limiting access to Customer Content and BenchLab, LLC systems, including by implementing authentication and internal access controls over Customer Content and BenchLab, LLC Systems, using two-factor identification systems as appropriate;

     iii. Encrypting all Customer Content while in transit over public and wireless networks and while at rest;

     iv. Physically and logically segregating Customer Content from and not commingling Customer Content with BenchLab, LLC's own information, information of BenchLab, LLC's other customers, or other information from any other source except as otherwise permitted under the Agreement;

     v. Securing and implementing appropriate security, protection barriers, firewalls, fraud prevention systems, and intrusion detection systems;

     vi. Applying security patches to the Software or Subscription Services in a timely manner;

     vii. Housing all relevant equipment in environmental conditions at least equivalent to those recommended by the manufacturers and at physically secure premises protected by access-controlled doors;

     viii. Not reusing any media on which Customer Content is or has been stored to deliver data to a third party other than any contractors approved by Customer pursuant to the Agreement unless and until the media has been securely erased and degaussed; and

     ix. Implementing appropriate personnel security and integrity procedures and practices, including conducting background checks consistent with applicable law and providing appropriate privacy and information security training to its employees and contractors.

C. Harmful Computer Code. BenchLab, LLC conducts and will continue to conduct industry-standard screenings of the Software or Subscription Services and BenchLab, LLC Systems using anti-virus and other security protection tools from reputable providers. BenchLab, LLC warrants that neither the

Software or Subscription Services contain or incorporate any: viruses; worms; Trojan horses; logic bombs; or computer code,

procedures, mechanisms, or programming devices that are designed to or reasonably may (i) allow BenchLab, LLC or any third party to disrupt, modify, delete, damage, corrupt, deactivate, disable, or access without authorization the Software or Subscription Services, Customer Content, or Customer's systems (e.g., back- door devices, trap doors) or (ii) disable, impair, or interfere with the operation of the Software or Subscription Services or any Customer networks, hardware, software, or other systems, including those based on the elapsing of a period of time (together, "**Harmful Code**"). Neither BenchLab, LLC nor its employees or contractors will introduce or incorporate any Harmful Code into the Software or Subscription Services or BenchLab, LLC Systems.

D. Data Security Audit Standards. Upon request, but no more than once annually, BenchLab, LLC will provide its data center's SOC audit report to Customer.

E. Employees & Contractors. BenchLab, LLC will not allow access to any Customer Content or provide, disclose, transmit, or otherwise make any Customer Content available to any contractor or other third party other than any contractors approved by Customer pursuant to the Agreement without Customer's prior specific written consent. Each BenchLab, LLC employee and contractor that will have access to Customer Content must be bound by written confidentiality and data privacy and security obligations at least as restrictive as those in this Exhibit.

F. Data Security Breach.

i. "**Security Breach**" means any incident that results in or may result in the handling of or access to Customer Content by any person or entity that is not authorized or entitled to handle or access that data or any other event, condition, situation, or activity that indicates an actual or suspected breach of security or unauthorized access to Customer Content, including without limitation any inadvertent or deliberate Processing of Customer Content in breach of this Exhibit and any compromise of the security of the Software or Subscription Services or BenchLab, LLC Systems.

ii. If BenchLab, LLC discovers, is notified of, or otherwise becomes aware of an actual, suspected, or threatened Security Breach, BenchLab, LLC will notify Customer in writing of the Security Breach as soon as practicable but in no event later than 72 hours after BenchLab, LLC becomes aware.

iii. Immediately following BenchLab, LLC's notice of a Security Breach, the parties will coordinate with each other to investigate the Security Breach. BenchLab, LLC will fully cooperate with Customer and Customer's designees in resolving and mitigating any damage caused by the Security Breach. BenchLab, LLC will take reasonable steps to contain and remedy the Security Breach and to prevent any further Security Breach, including taking any and all action necessary to comply with applicable laws, regulations, and standards and any steps reasonably requested by Customer. BenchLab, LLC will, upon request, report to Customer all information, details, and findings regarding those activities. However, BenchLab, LLC will not make any announcements or contact any third party regarding any Security Breach without Customer's prior written consent in each instance. BenchLab, LLC will reimburse Customer for all out-of-pocket costs and expenses incurred by Customer or its affiliates in responding to and mitigating damages caused by or otherwise related to any Security Breach, including all costs of notice and remediation and all fines and penalties.

G. Business Continuity & Disaster Recovery Plan. BenchLab, LLC has established and will at all times maintain and comply with commercially reasonable plans for business continuity, disaster recovery, and related procedures to handle business interruptions and delays to the Software or Subscription Services and access to Customer Content.

H. Confidentiality & Ownership. All Customer Content is deemed to be Customer's Confidential Information and is therefore subject to the confidentiality provisions in the Agreement.

I. Destruction. Upon Customer's request at any time, BenchLab, LLC will promptly destroy all Customer Content in BenchLab, LLC's or its employees' or contractors' possession, custody, or control, including deleting or

rendering unusable all electronic files and data that contain Customer Content. Upon Customer's request BenchLab, LLC will provide to Customer written certification of BenchLab, LLC's compliance with these requirements.

J. Audit. Upon 10 days' prior written notice, and no more than once annually during the Term of the Agreement, Customer and its designees may, at Customer's expense, audit BenchLab, LLC's compliance with this Exhibit. If any noncompliance, deficiencies, or vulnerabilities are identified during an audit, BenchLab, LLC will correct them in a commercially reasonably period of time.