



Terms and Conditions –Processing Services

I. General.

1.1 The Terms and Conditions contained herein apply to the Azenta entity (“Seller” or “Azenta”) identified in the quotation (“Quotation” or “Quote”) and along with the Seller Quotation form the Contract (“Contract”). Quotation shall mean a formal statement issued by Azenta to the customer stated on the Quotation (“Customer”) setting out the estimated cost for service. The Quotation may be provided herewith or provided separately. Unless the Seller and Customer have signed a separate agreement for the specific services set forth in the Quote, with the express intent to supersede these Terms and Conditions, any provisions contained in any document issued by Customer are expressly rejected and if the terms and conditions in this Contract differ from the terms of Customer’s order, this document shall be construed as a counteroffer and shall not be effective as an acceptance of the Customer’s order. This is the complete and exclusive statement of the Contract between Seller and Customer with respect to Customer’s purchase of the services. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Customer. Seller’s failure to object to terms contained in any subsequent communication from Customer will not be a waiver or modification of the terms set forth herein. Customer’s issuance of an order to Seller or Seller’s commencement of the services set forth in the Quotation will constitute Customer’s acceptance of these Terms and Conditions.

II. Services.

2.1 Performance of the Services. Azenta shall perform the services as described in the Quote and in accordance with this Contract. Where applicable, Azenta or its Affiliate shall produce the Results and make the Results available for Customer’s review on the Azenta customer web portal.

2.2 Completion of the Services. Upon completion of the services, all applicable biological materials and/or items to be processed or produced (“Samples”) in Azenta’s possession will be discarded or retained per Azenta’s standard operating procedures unless otherwise agreed upon in writing. In the event Azenta has agreed to ship Samples to Customer, Azenta will package Samples using appropriate materials for the condition of Samples and in accordance with prevailing regulations. All transportation and associated costs will be at Customer’s expense. Azenta will not be responsible or accept liability for Samples lost, damaged, or compromised in transit due to a carrier’s actions or inactions.

III. Fees and Billings.

3.1 Payment of Fees. Azenta will invoice Customer monthly or upon completion of the Services and Customer shall pay all invoices within thirty (30) days of the date of the invoice in the currency of the locality in which Services were Quoted. If Customer is part of a lab with a principal investigator, invoices may be consolidated and reflect all purchases made under the authority of the principal investigator. If long term storage services are set forth in the Quote, Azenta may increase pricing by providing written notice to Customer at least thirty (30) days prior to such pricing change taking effect. If Customer does not agree to such pricing change, Customer may terminate the storage Services and the existing pricing shall remain in effect for a period of ninety (90) days while Customer relocates or directs Azenta to destroy the affected Samples.

3.2 Late Payments. Any payment not received by the due date shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by Applicable Law, whichever is lower. Customer shall also be responsible for attorneys’ fees and other costs of collection, if any, incurred by Azenta in attempting to collect any amounts due from Customer.

3.3 Prepaid Fees. Customer may pay fees in advance of the request for or performance of Services (“Prepaid Fees”) where authorized by Azenta. Prepaid Fees are nonrefundable when paid and will expire if any Prepaid Fees remain twelve (12) months after the date of Azenta’s last Service to Customer. Azenta may apply the Prepaid Fees to any Quote or other amounts owed by Customer.

IV. Ownership.

4.1 Samples. At all times, Samples shall remain the property of Customer or, if applicable, the Institution. “Institution” means the institution or lab associated with the Customer and identified in the Quote. Customer shall own all Intellectual Property rights in all improvements to the Samples, that Azenta conceives, invents, reduces to practice, develops or makes, solely or jointly with Customer or others, in the course of performance of this



Agreement or as a result of receipt of Customer's Confidential Information (collectively, the "New Customer Intellectual Property"). Azenta hereby assigns, and agrees to assign to Customer, all of its right, title and interest

in any New Customer Intellectual Property. Azenta will use reasonable effort to promptly disclose to Customer in writing all New Customer Intellectual Property. Azenta will execute and will require Azenta's personnel involved in the performance of the Services to execute, any documents required to confirm Customer's ownership of the New Customer Intellectual Property, and any documents required to apply for, maintain and enforce any patents or other rights in the New Customer Intellectual Property. Upon Customer's request and at Customer's expense, and at no cost to Azenta, Azenta will assist Customer as may be necessary to apply for, maintain and enforce any patents or other rights in the New Customer Intellectual Property. "Intellectual Property" means proprietary methods, discoveries, inventions, patents, trade secrets, copyrights, trademarks, service marks, trade dress, compositions, products, procedures, know-how, data, reports, programs, processes, protocols, written or electronic writings, illustrations, images, and any other form of proprietary rights.

4.2 Results. Upon payment in full for the Services, Customer shall own all Intellectual Property rights, if any, in the data produced by Azenta or its Affiliates as a result of performing the Services (the "Results").

4.3 Records. Except as otherwise set forth in this Agreement, Azenta will own all rights in the written and electronic records, accounts, notes, reports and data relating to its performance of the Services (the "Records").

4.4 Pre-existing Intellectual Property. Neither party will, as a result of this Agreement, acquire any right, title, or interest in any Intellectual Property that the other party owned or controlled as of the effective date of, or that the other party obtains ownership or control of separate and apart from the performance of, this Agreement. For further clarity, and notwithstanding anything herein to the contrary, Customer agrees that Azenta's core technologies existing prior to the Services shall remain the sole property of Azenta, and that any and all improvements to Azenta's core technologies that are not specifically related to the Samples, whether or not conceived within the performance of the Services in connection with this Agreement, shall be the sole property of Azenta. For the purpose of the present Agreement "Azenta's core technologies" means all models, programs, methodologies, know-how and general knowledge possessed by Azenta.

4.5 Aggregated Data. Notwithstanding anything to the contrary in this Agreement, Azenta may collect and compile aggregate and anonymized data in the course of performing Services that includes Results or Customer Confidential Information for which all identifying information has been removed so that the data cannot be associated with Customer without extraordinary effort and the data could not be used to identify Customer, or otherwise discern that the information arose out of, was related to, or was obtained in connection with Azenta's relationship with Customer (the "Aggregated Data"). Once Azenta has created Aggregated Data, it may use the Aggregated Data for the improvement of Services and for any other business purpose as Azenta so desires in Azenta's sole discretion, including industry analysis, benchmarking, analytics, marketing, and improvements to Azenta's core technologies.

V. Term and Termination.

5.1 Term. The term of this Agreement shall commence on the date of the Quote and shall continue to govern until completion of the Quote.

5.2 Termination. Either party may terminate this Agreement upon written notice if the other party has breached any of its material obligations under this Agreement, and (a) such breach has not been cured within 30 days after written notice of the breach, or (b) if a plan, reasonably acceptable to the non-breaching party, is not implemented to cure as soon as practicable after notice of the breach. In the event of termination due to Customer's material breach, Azenta may, at its sole discretion, either (i) return all Samples in its possession to Customer at Customer's expense, or (ii) destroy all Samples at Customer's expense. In either case, Customer shall continue to be responsible for (A) any fees incurred by Azenta prior to the effective date of termination, (B) fees incurred by Azenta with respect to wind-down services, and (C) non-cancellable expenses committed to prior to the effective date of termination.

VI. Confidentiality.

6.1 In the course of the performance of this Agreement, Azenta or its Affiliates and/or Customer (each as the receiving party as the case may be) may acquire confidential and proprietary materials and information concerning the other party (each the disclosing party as the case may be), which the disclosing party marks or otherwise identifies in writing as being confidential, including, without limitation, any technical, scientific, or business



information, irrespective of the form of communication (the “Confidential Information”). Each receiving party of the disclosing party’s Confidential Information agrees not to use other than for performance of its obligations under this Agreement, nor to transfer or otherwise disclose to any third party, any Confidential Information concerning the other party, unless and except to the extent that such use or disclosure is consented to in writing in advance by the disclosing party. Each party shall (i) give access to such Confidential Information solely to those of its or its Affiliates’ directors, officers, employees, representatives, agents and advisors (collectively, “Representatives”) with the need to have access thereto for the party’s performance under this Agreement and who are bound by obligations of confidentiality and restricted use consistent with those set forth in this Agreement, and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own Confidential Information, but in no event shall a party apply less than a reasonable standard of care to prevent such disclosure or unauthorized use.

6.2 The term “Confidential Information” does not include information which (i) is or becomes generally available to the public other than through the fault of the receiving party, (ii) the receiving party can demonstrate by written records was within the receiving party’s possession or otherwise known to the receiving party prior to its being furnished to the receiving party by or on behalf of the disclosing party, provided that the source of such information was not bound by a confidentiality obligation to the disclosing party, (iii) becomes available to the receiving party on a non-confidential basis from a source other than by or on behalf of the disclosing party, provided that such source is not bound by a confidentiality obligation to the disclosing party, or (iv) the receiving party can demonstrate by clear and convincing evidence was developed by or on behalf of the receiving party independent of knowledge or information obtained from the disclosing party. To the extent any Confidential Information is required by Applicable Law to be disclosed to a governmental authority, the receiving party may disclose that portion of such Confidential Information that in the opinion of its counsel is required to be disclosed, *provided, however*, that to the extent permitted by Applicable Law, the receiving party shall use its best efforts to obtain the agreement of such above-mentioned authority to maintain the confidentiality of any such information and shall give the disclosing party prompt notice of such required disclosure in order to allow the disclosing party to seek protective treatment of such information.

VII. Representations and Warranties.

7.1 Customer Representations. Customer represents, warrants and covenants the following:

- i. Customer has all ownership and other necessary rights to the Samples, including approvals from relevant research ethics committees to the extent applicable, required to permit Azenta and its Affiliates to perform the Services.
- ii. Customer has read and understands the terms of this Agreement, has the capacity to enter into this Agreement and perform its obligations hereunder, and this Agreement is valid and enforceable against it.
- iii. If an Institution is identified in the Quote: (a) Customer has the power and authority to bind the Institution to the terms of this Agreement, including the payment obligations set forth in Section III, and (b) this Agreement is valid and enforceable against the Institution.

7.2 Azenta Representations. Azenta represents, warrants and covenants the following:

- i. Azenta has the authority to enter into this Agreement and perform its obligations hereunder, and this Agreement is valid and enforceable against it.
- ii. Azenta will perform the Services consistent with industry standards and in accordance with all applicable federal, state and local laws, rules and regulations.

VIII. Limitation of Liability.

8.1 Damages Limitations. NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AZENTA’S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY QUOTE OR ANY OTHER WRITTEN AGREEMENT MADE PURSUANT HERETO, SHALL NOT EXCEED, AND AZENTA SHALL NOT BE REQUIRED TO PAY, INDEMNIFY OR REIMBURSE CUSTOMER FOR ANY AMOUNT IN EXCESS OF, THE AMOUNT PAID UNDER THE QUOTE ON WHICH SUCH LIABILITY IS BASED. CUSTOMER’S CLAIM FOR A RETURN OF SUCH AMOUNTS PAID SHALL BE CUSTOMER’S EXCLUSIVE REMEDY FOR ANY DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES



SHALL ANY PARTY BE ENTITLED TO INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING IN CONNECTION WITH THE DEFAULT OR BREACH OF ANY OBLIGATION OF ANY OTHER PARTY UNDER THIS AGREEMENT.

8.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES AND THE RESULTS ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY WHATSOEVER. AZENTA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, TO CUSTOMER AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AZENTA OR AZENTA EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF CUSTOMER’S RIGHTS.

IX. Terms Applicable to Institutions.

To the extent an Institution is identified in the Quote, the terms of this Section shall apply.

9.1 Customer permits Azenta to provide the Institution with access to the Results if the Institution requests such access from Azenta.

9.2 Customer agrees that Azenta may terminate Customer’s account or Customer’s access to the Results in order for Institution to enforce rights it may have with Customer.

9.3 Azenta shall have no liability with respect to providing the Results to Customer while acting in the good faith belief that Customer is entitled to receive the Results. Azenta shall have no obligation to undertake any investigation prior to providing Customer with the Results.

X. Miscellaneous.

10.1 Conflict. In the event of any conflict between the terms of this Agreement and the terms of a Quote, the terms specifically set forth in this Agreement shall control, except to the extent the parties expressly provide otherwise in the Quote.

10.2 Subcontracting. Azenta may subcontract any portion of the Services, provided Azenta remains liable for the performance of its subcontractor.

10.3 Independent Contractor. Azenta shall perform the Services as an independent contractor of Customer and shall have complete and exclusive control over the Azenta Facilities and its equipment, employees and agents. Nothing in this Agreement, any attachment hereto nor any other written agreements made pursuant hereto shall constitute Azenta, or anyone furnished or used by Azenta in the performance of services hereunder, an employee, joint venturer, partner or servant of Customer.

10.4 Force Majeure. Except for payment obligations, each party shall be excused from performing its respective obligations under this Agreement, any attachments hereto or any other written agreements made pursuant hereto, if such party’s performance is delayed or prevented by any event beyond such party’s reasonable control, including, without limitation, acts of God, fire, explosion, weather, disease, pandemic, war, insurrection, civil strife, riots, or government action; *provided, however*, that such performance shall be excused only to the extent of and during such disability. Any time specified for completion of performance in a Quote falling due during or subsequent to the occurrence of any such event shall be automatically extended for a period of time reasonable under all the circumstances to recover from such disability, as determined in the sole discretion of the disabled party. Azenta will promptly notify Customer if, by reason of any of the events referred to herein, Azenta is unable to meet any such time for performance specified in a Quote.

10.5 Non-Waiver. The failure of either party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

10.6 Severability. In the event any term of this Agreement is or becomes or is declared to be invalid or void by any court of competent jurisdiction, such term or terms shall be null and void and shall be deemed deleted from this Agreement, and all the remaining terms of the Agreement shall remain in full force and effect.

10.7 Governing Law and Venue. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of



laws. Any action brought by any party hereto shall be brought within the Commonwealth of Massachusetts, Suffolk County.

10.8 Assignment. Neither this Agreement or any Quote, nor the rights or obligations arising hereunder and thereunder may be assigned or transferred by either party without the prior written consent of the other party, and any attempted assignment or transfer without such written consent shall be of no force or effect; *provided, however*, that Azenta may assign this Agreement or any Quote, without such consent: (i) in connection with the transfer or sale of all or substantially all of its assets, stock or business or its merger or consolidation with another company or entity, or (ii) to an Affiliate. Subject to the restrictions contained in the preceding sentence, this Agreement shall be binding upon the successors and assigns of the parties.

10.9 Entire Agreement. This Agreement, together with all attachments hereto and any Quote or other written agreements executed by the parties pursuant hereto, represent the entire understanding between the parties with respect to the subject matter hereof and thereof.

10.10 Amendments. No amendment of any provision of this Agreement or any Quote or attachment thereto or any other writing executed in connection herewith shall be valid unless the same shall be in writing and signed by the parties hereto.

10.11 Headings. The section headings or other captions contained in this Agreement are inserted for convenience of reference only and shall not affect in any way the meaning or interpretation of the provisions of this Agreement.

10.12 Survival. Each Section that, by its terms, contemplates performance or obligations following the termination of this Agreement shall so survive.