

AZENTA SUBSCRIPTION SERVICES AGREEMENT

This Azenta Subscription Services Agreement (this “Agreement”) sets forth the terms on which Azenta U.S. Inc. (“Azenta”) makes subscription cloud-based service offerings available to the person or entity identified on the Order (“Customer”).

BY PAYING THE SUSCRPTION FEES IDENTIFIED ON AN ORDER OR BY ACCESSING AND USING THE SUBSCRIPTION SERVICES, 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 (ii) AGREES TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THESE TERMS AND CONDITIONS, CUSTOMER MAY NOT USE THE SUSCRPTION SERVICES. CUSTOMER AGREES THAT THIS AGREEMENT IS ENFORCEABLE TO SAME EXTENT AS ANY EXECUTED WRITTEN AGREEMENT.

1. DEFINITIONS

- 1.1. “Customer Content” means all electronic content, information and data submitted to and stored in the Subscription Services 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 Subscription Services made available by Azenta, as may be updated by Azenta 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 Services (as defined below) 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 quote, purchase order, or statement of work, as applicable, pursuant to which Customer purchases Subscription Services.
- 1.8. “Support Services” has the meaning given in Exhibit A of this Agreement.
- 1.9. “Subscription Services” means the cloud-based application services or software-as-a service made generally available by Azenta on a subscription basis pursuant to an Order.
- 1.10. “Subscription Term” means the subscription 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 Subscription Services Azenta commercially releases to its end users generally to correct deficiencies or enhance the capabilities of the Subscription Services, 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 Azenta 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 Subscription Services for Customer's business purposes.

2. PERMITTED USE; RESTRICTIONS

2.1. Permitted Use. During the applicable Subscription Term, Azenta will make the Subscription Services available to Customer, and hereby grants Customer the right to permit Users to use the Subscription Services in accordance with this Agreement solely for Customer's internal business use. Customer shall have the right to use and make a reasonable number of copies of the Documentation for Customer's employees and solely for Customer's internal business purposes.

2.2. Users. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require use of the Subscription Services. The maximum number of Users is as set forth in the applicable Order. If Customer wishes to add additional Users, Customer must provide notice to Azenta and additional User subscriptions must be purchased in advance of use. Customer shall ensure that each User is informed of and agrees to abide by the applicable terms of this Agreement. Customer is solely responsible for its Users acts and omissions, and all activities that occur under Customer's account or with any User's log-in credentials.

2.3. Azenta Audit Rights. Azenta may, from time to time and at its own expense, review Customer's usage of the Subscription Services to determine Customer's compliance with the terms of each order. Azenta will promptly notify Customer if Azenta determines that Customer's usage of the Subscription Services exceeds Customer's subscribed entitlements. Customer will pay for any additional subscriptions required for Customer's actual usage.

2.4. Customer Obligations. Customer shall not, and shall procure that Users do not (i) perform any activity that is unlawful, or that is harmful to or interferes with any use of the Subscription Services, or the network, systems and/or facilities of Azenta or the network, systems and/or facilities of any other provider; (ii) store, process, publish or transmit any threatening, infringing or offensive material, or material that constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of any party's privacy, intellectual property or other rights; (iii) in a service bureau, outsourcing, renting, sublicensing or time-sharing capacity, or in a manner that permits concurrent use of a single User login; (iv) perform any activity intended to circumvent the security measures of Azenta or any third party; or (v) other than in connection with Customer's products or services. If Customer becomes aware of any breach of the foregoing, Customer will notify Azenta and remedy the situation immediately, including, if necessary, limiting, suspending, or terminating any relevant User's access to the Subscription Services. In the event of a breach or suspected breach of any of the foregoing prohibitions, Azenta reserves the right to suspend or terminate Customer's Subscription Services, if reasonably necessary to prevent harm to Azenta, Customer, other customers, and/or Azenta's partners, vendors and suppliers with such notice as may be reasonable in the context of the prospective harm. Customer is responsible for the confidentiality and use of Users' passwords and usernames.

3. SUPPORT SERVICES

- 3.1. During a Subscription Term, Azenta will provide Customer the level of Support Services specified in the applicable Order. 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 Azenta's sole discretion; however, Azenta will not materially reduce the level of Support Services provided during the Subscription Term for which Support Services fees have been paid.
- 3.2. Unless otherwise agreed upon in an Order, the Support Services shall be automatically renewed for successive one-year periods unless Customer provides notice of non-renewal to Azenta not less than sixty (60) days prior to the end of each yearly period. Unless otherwise agreed upon in an Order, the Support Services fee for will be calculated on the basis of an annual fee of 20% of the Subscription Services fees paid by the Customer.
- 3.3. Customer shall only be entitled to receive Updates during any period for which the Support Services have been purchased.

4. FEES AND PAYMENT.

- 4.1. Fees. Customer shall pay to Azenta the fees for the Subscription Services and the Support Services as set forth in the Order, in U.S. Dollars ("Fees").
- 4.2. Payment Terms. The Fees shall be invoiced by Azenta as stated in the Order, or if not defined in the Order, upon delivery of the license keys. For all other payment methods, the payment of the Subscription Services fee shall be made by Customer to Azenta within thirty (30) days after the date of invoice issued by Azenta. 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, Azenta 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 Azenta receives payment in full. Furthermore, in addition to any other remedies available to it in law or in equity, for any payments more than thirty (30) days past due, Azenta may suspend the Subscription Services until past due payments are brought current. Customer shall be liable for all attorneys' fees and collections costs and expenses incurred by Azenta in collecting amounts due. Azenta may set-off amounts owed to it hereunder.
- 4.3. 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 Azenta and measured by the gross or net income of Azenta) shall be the responsibility of Customer, and if paid or required to be paid by Azenta, the amount thereof shall be added to and become a part of the amounts payable by Customer hereunder.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. Azenta's Intellectual Property Rights. As between Azenta and Customer, all right, title and interest in and to the Subscription Services (including, without limitation, all intellectual property rights therein and all modifications, extensions, customizations, scripts or derivative works of the Subscription Services provided or developed by or for Azenta) is owned exclusively by Azenta.
- 5.2. Customer Content. As between Customer and Azenta, all right, title and interest in and to the Customer Content is owned exclusively by Customer. Customer hereby grants to Azenta a non-exclusive, royalty-free, worldwide license to reproduce, distribute, use, display and

modify the Customer Content to the extent reasonably necessary to provide the Subscription Services. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to collect, use, process and transmit all Customer Content. Azenta provides only storage, processing, and delivery services for Customer Content, and is not the publisher of Customer Content.

- 5.3. Aggregate Data. Notwithstanding anything to the contrary in this Agreement, Azenta may collect and compile aggregate and anonymized data from the Subscription Services that includes Customer Content for which all identifying information has been removed so that the data cannot be associated with the Customer or any User without extraordinary effort and the data could not be used to identify Customer or any User, or otherwise discern 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, and marketing.
- 5.4. Feedback. If Customer or any Users provide Azenta with any suggestions, enhancement requests, recommendations or other feedback ("Feedback") regarding the Subscription Services, Customer grants to Azenta 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 Subscription Services without attribution of any kind. All Feedback, if any, is provided by Customer without warranties. Customer shall have no obligation to provide Feedback.
- 5.5. Use of Marks. Customer hereby does and shall at all times acknowledge Azenta's right, title and interest in and to its Intellectual Property 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 Azenta. Customer shall not use any of the marks on or in connection with any goods or services other than the Subscription Services. Upon termination of this Agreement, Customer will discontinue any and all uses of the marks.

6. CONFIDENTIALITY

- 6.1. 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 Subscription 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. Azenta's Confidential Information specifically includes, but is not limited to, this Agreement and related pricing, the Subscription Services, and the Documentation. Customer's Confidential Information includes Customer Content.
- 6.2. 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.

- 6.3. Limited Use and Disclosure. 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 in any event, 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 those contained in 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, Azenta 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.
- 6.4. Compelled Disclosure. 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.
- 6.5. Return / Destroy. 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. Notwithstanding the foregoing, Section 9.4.3 shall apply with respect to Customer Data (not this provision).
- 6.6. Survival. 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.

7. DATA PRIVACY AND SECURITY

- 7.1. Data Privacy. Azenta 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"). Azenta and Customer agree they are responsible for understanding and complying with their obligations under all applicable Data Privacy Laws.

- 7.2. Data Security. Azenta will process Customer Content in compliance with the data security terms located in Exhibit B, which is incorporated into this Agreement.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. Support Services. Azenta warrants to Customer that during the term of this Agreement, Azenta 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. Azenta will not materially decrease the functionality of the Subscription Services during a Subscription Term. In the event of a breach of this warranty, Azenta will use commercially reasonable efforts to correct the reported non-conformity, at no charge to Customer, or if Azenta determines such remedy to be impracticable or Azenta 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 Subscription Services purchased thereunder. The foregoing shall be Customer's sole and exclusive remedy for any breach of the warranty set forth in this section.
- 8.2. Mutual Representations. 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
- 8.3. **DISCLAIMER OF ACTIONS CAUSED BY AND/OR UNDER THE CONTROL OF THIRD PARTIES. AZENTA DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM AZENTA'S NETWORK AND OTHER PORTIONS OF THE INTERNET, AND ACCORDINGLY AZENTA 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 AZENTA HEREUNDER.**
- 8.4. **THE SUBSCRIPTION SERVICES, AND THE DOCUMENTATION ARE PROVIDED "AS IS." AZENTA 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, AZENTA MAKES NO WARRANTY OF ANY KIND THAT THE SUBSCRIPTION SERVICES 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.**

9. TERM AND TERMINATION

- 9.1. Term. The term of this Agreement begins on the Effective Date and continues for the Subscription Term identified on the Order. Unless otherwise set forth on the Order, the Subscription Term will automatically renew for successive one (1) year terms unless either Party provides written notice of termination to the other party at least sixty (60) days prior to the end of the then current Subscription Term.
- 9.2. Termination for Cause. 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.
- 9.3. Suspension. Azenta may (temporarily or permanently) suspend Customer's access to the Subscription Services or any User's access to the Subscription Services, immediately without notice, if Azenta determines in good faith that: (i) suspension is necessary to prevent a violation of applicable laws or regulations; (ii) there is a security or safety risk to the Subscription Services, Azenta, or any users of the Subscription Services; or (iii) if Customer is more than thirty (30) days past due on any fees owed by Azenta.
- 9.4. In the event of any termination:
- 9.4.1. Customer shall immediately discontinue use of the Subscription Services and delete or return all Documentation.
 - 9.4.2. Azenta will immediately cease providing the Subscription Services.
 - 9.4.3. On Customer's request, if applicable, at any time during the thirty (30) day period following the effective date of termination, Azenta will provide to Customer all Customer Content in the Azenta system. Customer Content generated by the Azenta system during the Subscription Term will be provided in .csv format, and all other Customer Content or materials stored in the Azenta system will be returned in the format in which it was supplied to Azenta by Customer. For the avoidance of doubt, Customer has the right to retrieve its Customer Content at any time during any Subscription Term. After the expiration of the foregoing thirty (30) day period, Azenta will delete all Customer Content in accordance with its data retention policies, and will confirm such deletion upon Customer request; and
 - 9.4.4. all of Customer's payment obligations under this Agreement for the Services provided through the effective date of termination will immediately become due.

10. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIABILITY OF AZENTA UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE) SHALL NOT EXCEED THE AGGREGATE SUBSCRIPTION SERVICES FEES PAID BY CUSTOMER FOR THE SUBSCRIPTION SERVICES GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL AZENTA 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 AZENTA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. INDEMNIFICATION

- 11.1. **Indemnification by Customer.** Customer shall, at its expense, defend Azenta and its Representatives from and against Claims, as well as indemnify and hold harmless Azenta 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 Azenta'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 Azenta.** Azenta 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, Azenta 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, Azenta 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 Azenta, or (iv) combination of the Services with any software, hardware or other materials not expressly permitted in writing by Azenta.
- 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. Non-Exclusivity. This Agreement is non-exclusive, and nothing herein prohibits Azenta from providing the same or similar services to any other party during the Subscription Term.
- 12.2. Export Restrictions. The Subscription Services 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 Subscription Services and 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 Azenta, provide information on any Software or Documentation exported by the Customer or to be exported by the Customer. Customer shall cooperate fully with Azenta in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Azenta harmless from, or in connection with, any violation of this Section by Customer or its employees, consultants, or agents.
- 12.3. Assignment. Customer may not delegate any duties nor assign any rights or claims hereunder without Azenta's prior written consent, and any such attempted delegation or assignment shall be void.
- 12.4. Governing Law. 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. Venue; Jurisdiction. In the event of any legal proceeding between Azenta 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. Severability. 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. No Waiver. Azenta's failure to enforce, or Azenta'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. Relationship of Parties. The parties hereto agree that Customer is not an agent or employee of Azenta. Customer has no expressed or implied authorization to incur any obligation or in any manner otherwise make any commitments on behalf of Azenta. Customer shall employ its own personnel and shall be responsible for them and their acts and in no way shall Azenta 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. Force Majeure. 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. The rights and remedies contained herein shall be exclusive and not cumulative to any rights or remedies at law or equity.
- 12.11. Modifications. Azenta reserves the right to change this Agreement in its sole discretion.
- 12.12. United States Government Users (Only). If Customer is an agency or instrumentality of the United States Government, the software underlying the Subscription Services 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. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding 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

This Exhibit A is incorporated into the Agreement by this reference. All capitalized terms not defined herein have the definitions set forth in the Agreement.

So long as Customer is current on all fees owed under the Agreement, Azenta will provide the following Support for the Services:

1. Additional Definitions

- a. "Business Hours" means a measurement of time that typically refers to any day in which normal business is conducted and excludes weekends and public holidays.
- b. "Commercially Reasonable Efforts" means the same degree of priority and diligence with which Azenta meets the support needs of its other similar end users.
- c. "Error" shall mean a reported, reproducible potential instance of an adverse and incorrect operation of the Subscription Service that affects Customer's ability to use functionality described in the Documentation. An actual Error will be determined by Azenta.
- d. "Error Resolution" means: (i) a remediation that has been generated in the form of a release or service release that corrects an Error; or (ii) Azenta demonstrates that the reported Error is in Azenta's assessment a technical issue caused by third party software, Customer's IT environment or other causes beyond Azenta's reasonable control.
- e. "Support Request" means a request made by the Customer in accordance with this Exhibit for support in relation to the Subscription Services.
- f. "Support Services" means (i) preventative maintenance and updates performed by Azenta to ensure the proper working and operation of the Subscription Service, or (ii) the effort invested by Azenta to revise and add functionality to the Subscription Services as an ongoing part of Azenta's product management efforts, which may at times be a result of solicited or unsolicited Feedback and/or Customer's reported difficulties in working with the current version/release of the Subscription Services. Support Services can also result from Azenta's remediation effort on a reported Error that uncovers enhancement opportunities.

2. Support Services

- a. Azenta will provide troubleshooting and general guidance on use of the Subscription Services to Customer during the Subscription Term for which Customer has also procured Support Services.
 - b. Support Services include all Updates, including all Updates necessary to ensure the Subscription Services materially perform in accordance with Azenta's then-current Documentation. Azenta will make commercially reasonable efforts to respond to support requests on urgent matters (where the Services are not available or experiencing significant degradation) within one (1) business day.
3. **Hours of Support**. Azenta is available Monday to Friday between the hours of 8 am to 5 pm EST with extended hours being available to Customer as needed on a case by case basis.

4. Contacting Azenta

- a. For FreezerPro Subscription Services: The Customer may request Support Services by emailing freezerprosupport@Azenta.com.
- b. For Informatics Subscription Services: The Customer may request Support Services by emailing ifmx.support@azenta.com or by completing a the form found at <https://link.azenta.com/submit-a-case>.
- c. In each instance, Customer shall provide Azenta with:
 - i. prompt notice of any perceived Errors; and
 - ii. such output and other data, documents, information, assistance and (subject to compliance with all security and encryption requirements) remote access to the Customer's system, as are reasonably necessary to assist Azenta to reproduce operating conditions similar to those present when the Customer detected the relevant Error and to respond to the relevant Support Request.

5. Service Levels

- a. Azenta shall:
 - i. 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
 - ii. 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
 - iii. respond to all Support Requests in accordance with the responses and response times specified in the table set out below:
 - iv. endeavor to meet or exceed these targets 80% of the time.
- b. Error Response. 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, Azenta cannot guarantee the time that it will take to resolve a problem. Azenta 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	4 hours	Every 24 hours

	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.		
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.

- i. The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.
- ii. For certain Subscription Service offerings, Azenta may offer premium support to address Severity 1 issues during off-hours for additional fees pursuant to such terms identified on an applicable Order.
- iii. Ownership and management of Support Requests is the responsibility of Azenta. When it is agreed (between the Customer and Azenta) that a Support Request has been resolved, the Support Request will be closed in the Azenta system.
- iv. Customer queries not relating to Errors will be resolved with Commercially Reasonable Efforts. Azenta may require Customer to attend appropriate training to resolve queries relating to standard operation of the software.
- v. Azenta shall give the Customer regular updates of the nature and status of its efforts to provide a resolution to a Support Request as per the table above.

6. **Support Exclusions**. Support is not available for, or Azenta may charge additional fees for, the following:
- a. For any downtime or errors caused by Customer's or the Users' misuse of the Subscription Services or breach of the Agreement;
 - b. For cosmetic or non-essential changes;
 - c. Training; and
 - d. Upgrades, data conversion, data backup and recovery, application programming interfaces (APIs) or other similar matters.

Exhibit B

DATA SECURITY REQUIREMENTS EXHIBIT

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 Azenta (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 Azenta 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. Azenta 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. Azenta will not use Customer Content for any purposes other than as expressly provided in the Agreement without Customer’s prior written consent. Azenta will not Process any Customer Content for its own benefit or for the benefit of any third party. Azenta is responsible for all authorized and unauthorized Processing of Customer Content in the possession, custody, or control of Azenta or its employees or contractors.

B. Safeguards. Azenta 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, Azenta’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 Azenta systems, including by implementing authentication and internal access controls over Customer Content and Azenta 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 Azenta’s own information, information of Azenta’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. Azenta conducts and will continue to conduct industry-standard screenings of the Software or Subscription Services and Azenta Systems using anti-virus and other security protection tools from reputable providers. Azenta 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 Azenta 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 Azenta nor its employees or contractors will introduce or incorporate any Harmful Code into the Software or Subscription Services or Azenta Systems.

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

E. Employees & Contractors. Azenta 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 Azenta 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 Azenta Systems.

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

iii. Immediately following Azenta's notice of a Security Breach, the parties will coordinate with each other to investigate the Security Breach. Azenta will fully cooperate with Customer and Customer's designees in resolving and mitigating any damage caused by the Security Breach. Azenta 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. Azenta will, upon request, report to Customer all information, details, and findings regarding those activities. However, Azenta will not make any announcements or contact any third party regarding any Security Breach without Customer's prior written consent in each instance. Azenta 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. Azenta 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, Azenta will promptly destroy all Customer Content in Azenta'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 Azenta will provide to Customer written certification of Azenta'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 Azenta's compliance with this Exhibit. If any noncompliance, deficiencies, or vulnerabilities are identified during an audit, Azenta will correct them in a commercially reasonable period of time.