

SLIMS Customer Hosted Supplementary Terms

Description of Services and Service Levels for SLIMS Customer Hosted version which are governed by this Exhibit and the Agilent Terms of Sale ("Terms of Sale") (together, the "Terms").
Exhibit [L08S]

Supplementary Terms / Quotes

These Supplementary Terms should be read alongside one or multiple Quotes and SOWs. Each Quote has been prepared on the basis of the current circumstances and remains valid for 3 months from the date it is issued, unless stated otherwise in that Quote. Acceptance of a Quote by a Customer to Agilent constitutes an offer by that Customer to purchase the Services and/or SLIMS Licenses from Agilent on the signed Terms and in accordance with that Quote.

These Supplementary Terms shall apply and be incorporated into each Contract, which shall also include the Terms of Sale referenced on the Quote. In the event of any conflict, these Supplementary Terms shall prevail over any inconsistent terms or conditions contained in the Terms of Sale, any Quote or implied by law (subject to mandatory provisions of applicable law), trade custom or practice or course of dealing. No addition to, variation of, exclusion or attempted exclusion of any term of any Contract shall be binding on Agilent unless in writing and signed by a duly authorized representative of Agilent.

Definitions

Acceptance

Acceptance means acceptance of specific project deliverables/milestones and/or the full SLIMS platform, in accordance with the section 'Acceptance' below.

AGILENT-developed Plugin

AGILENT-developed Plugin means a SLIMS Plugin developed and made available by AGILENT as a binary or executable form only (without corresponding source code) for Customer's use. AGILENT-developed Plugins may be based on Customer's specific design requirements and functionalities, or may have generic functionalities, and include, but are not limited to, the plugins referred to as "SLIMS GATE plugins" or "SLIMS GATE flows".

Agilent Project Manager

Agilent Project Manager means any person appointed by Agilent to manage the carrying out of the Services.

Compatible Environment

A Compatible Environment means a computing context or setup where Agilent Software or applications are designed and tested to operate effectively, and includes the hardware, operating systems, and configurations that have been verified to work with the Software. Importantly, maintaining a Compatible Environment requires Customer's commitment to ongoing maintenance and updates to align with the Software's requirements.

Contract

Contract means the Quote, the SOW, the Terms of Sale, these Supplementary Terms and any other documents referenced therein.

Core module

Core module means a built-in, essential functionality available by default in SLIMS without the need for customization.

Configuration

Configuration means an operation changing the default behavior of the system's functionality through predefined settings in the user interface, excluding changes that are achieved by customization. Configuration is typically achieved by parametrizing any of SLIMS configuration modules. Examples include the creation of content types, User roles, protocols or workflows, setup of macros.

Customization

Customization means an extension of the system functionality through use of code or advanced parametrization whether the changes were implemented by Customer, Agilent or any other party. Examples include the creation

of Plugins in Java, the configuration of plugins in YAML, the use of SLIMS API's, report templates. Customization also encompasses the advanced parametrization, made in the software using Groovy scripting in fields or value expression in rules.

Customer-developed Plugin

Customer-developed Plugin means a SLIMS Plugin developed by Customer including: (i) SLIMS Plugins developed by Customer with paid or unpaid developmental support and assistance by AGILENT, (ii) SLIMS Plugins developed by Customer by modification or extension of the source code of a Sample Plugin, and (iii) SLIMS Plugins developed solely by Customer.

Customer Project Manager

Customer Project Manager means any person appointed by the Customer to manage delivery of the Services. Enhancement

Enhancement means modifications or enhancements to the SLIMS Platform generally made available to customers of Agilent who purchase SLIMS Licenses.

Project

Project means the project to be carried out, as described in the Offer and/or the SOW.

Sample Plugin

Sample Plugin means a SLIMS Plugin independently developed by AGILENT and made available to Customer in binary and source code forms. Sample Plugin source code may be further modified, extended or adapted by Customer to create a Customer-developed Plugin.

SLIMS API

SLIMS API means a software toolset and related documentation made available by AGILENT for SLIMS Plugin development and operation. SLIMS APIs include, but are not limited to, those APIs referred to as "SLIMS GATE API".

SLIMS Server

SLIMS Server means a single instance of the SLIMS Platform, as installed on the Customer's Server.

SLIMS Platform Maintenance Release

SLIMS Platform Maintenance Release means a generally available release of the SLIMS Platform to customers of Agilent who actively pay SLIMS Licenses, which is intended to fix defects.

SLIMS Platform Update

SLIMS Platform Update means generally available release of the SLIMS Platform to customers of Agilent who actively pay SLIMS Licenses, which is intended to provide incremental functionality.

SLIMS Platform Upgrade

SLIMS Platform Upgrade means generally available release of the SLIMS Platform to customers of Agilent who actively pay SLIMS Licenses, which is intended to provide significant or incremental functionality.

SOW

SOW means a statement of work agreed by parties which more fully describes the scope of Services to be delivered by Agilent, including any specific obligations of either party.

Steering Committee

Steering Committee means the committee formed by an equal number of representatives of both parties to provide management level oversight to the Project, including the Agilent Project Manager and the Customer Project Manager.

Warranty Period

Warranty Period means 90 days from Acceptance (in respect of the additional warranties mentioned in this Product Exhibit).

SLIMS

SLIMS is developed and owned by Agilent, and made available through a Customer hosted environment, together with any associated products and services, as further defined in the Offer (or later defined in a SOW).

a. SLIMS, is licensed, not sold. The Terms of Sale and this Exhibit grant the Customer limited rights to use the SLIMS application. Additional terms may apply to ancillary and add-on components to the SLIMS Platform, including the SLIMS API and AGILENT-Developed Plugins at Exhibit A below.

b. SLIMS is provided to Customer's Authorized Users only.

- c. All SLIMS user accounts, including those having access to the Services via the SLIMS API, require a SLIMS license and the Customer is free to choose a mix of the following license types:
- i. Named user licenses
 - 1. Named user licenses are personally linked to and permit an individual to manipulate and enter data in SLIMS.
 - 2. Each named user license allows one individual to login to the SLIMS Platform. Named user licenses must not be shared between multiple individuals.
 - 3. Named user licenses are separate from the concurrent license pool and are not taken into account for calculating the number of concurrent users using the system.
 - 4. A named user license is shared among multiple SLIMS Server instances, meaning if a named user needs access to three separate instances, only one named user license is required for that named user.
 - 5. A named user license can be either basic, standard or premium.
 - ii. Concurrent user licenses
 - 1. Concurrent licenses can be used for a larger number of users who wish to access the system infrequently. Each concurrent license adds to the pool of users, which can access the system at the same time. Each user that is logged counts against the pool of licenses. The maximum allowed simultaneously logged in users is determined by the number of concurrent licenses obtained.
 - 2. Concurrent licenses are linked to each instance of the SLIMS Platform; for example, if five concurrent user licenses are purchased, all five can be assigned to one SLIMS Server. Alternatively, they can be assigned as separate two and three concurrent license pools across two SLIMS Servers.
 - iii. Admin License

Each SLIMS Server includes one admin user account. This admin user account (which is also accessible by Agilent's engineers), can only be used to administer that SLIMS Server. Admin licenses cannot be used to enter any data or use the SLIMS Platform for any lab related work.
- d. Each Named and Concurrent User license fit within one type of access to modules detailed below:
- i. A SLIMS Basic User License is required for user accounts that comply with one of the following conditions:
 - 1. the SLIMS user account has read-only access. Read-only access can only be activated once for each user account. If read-only access is activated more than once this will result in a user license payment being due.
 - 2. The functionality of the SLIMS user account is restricted to create Orders (either via the Order module of the SLIMS Platform or using the Requests Module add-on) in which case that user account shall be considered as an account owned and used by a user unconnected to the Customer and its operations.
 - ii. A SLIMS Standard User License grant access to the following modules:
 - 1. Content Module
 - 2. Simplified ELN Module
 - 3. Grid Module
 - iii. A SLIMS Premium User License grant access to all current and future core modules in SLIMS, including (non-exhaustive list):
 - 1. Content Module
 - 2. All ELN Modules
 - 3. Order Module
 - 4. Workflow Module

Services

Service Prerequisites

All SLIMS projects shall be delivered as defined in the SOW.

Customer Responsibilities

If Agilent's performance of the Services is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, the Customer shall in all circumstances be liable to pay Agilent on demand all reasonable costs, charges or losses sustained or incurred by Agilent. Fees may be adjusted to pass through increases charged by third parties, such as hosting provider fees, by providing Customer thirty (30) days advance written notice.

If the Customer wishes Agilent to include the relevant Purchase Order number on Agilent's corresponding invoice, it is the Customer's responsibility to ensure that it provides Agilent with the applicable Purchase Order number not less than 7 days prior to the date on which Agilent is due to invoice (or within 7 days of any request for the same from Agilent). If the Customer fails to provide the Purchase Order number, Agilent will instead include the Subscription ID or Contract ID, and this shall be deemed to constitute a valid invoice. If the Customer fails to pay Agilent on the due date, Agilent may suspend access to SLIMS until payment has been made in full.

The Customer may not without the prior written consent of Agilent add, modify or directly connect to the SLIMS database schema outside of the scope of the SLIMS Platform.

Agilent Responsibilities

Throughout the Term, Agilent shall provide the Customer access to upgrades, updates and software fixes that are developed and generally incorporated into the standard release of the Service available to its customers. Agilent retains sole discretion in defining what functionality constitutes an update and software fix versus an upgrade constituting new module or version (offered at additional cost).

Additional services not provided through this Contract are available for purchase by Customer:

- Services to provide support and updates for Agilent and Customer developed Plug-ins beyond the warranty period
- Agilent or Customer Customizations
- Test, Development, or Quality Assurance Systems
- Services to support updates to dependent software

Agilent shall provide support pursuant to the terms of Agilent's Service Delivery Guidelines as specified below under the Section Service Delivery Guidelines.

Warranty

Agilent represents and warrants that:

- i. it will perform the Services consistent with generally accepted industry standards,
- ii. upon delivery, the SLIMS Platform will perform substantially in accordance with the functional specifications agreed by the Parties (and/or Agilent's published specifications), and
- iii. during the Warranty Period, if the Customer notifies the Agilent Project Manager by email of any defect or fault in the SLIMS Platform in consequence of which it fails to operate as warranted above, and such defect or fault does not result from the Customer (or any other person) having amended or altered the installation or configuration of the SLIMS Platform or having used it outside the terms of the SLIMS Licenses or for any purpose other than the purposes for which it was designed, Agilent shall (in its sole discretion) either make suggestions or give instructions to the Customer for the repair of the SLIMS Platform or arrange for the repair of the SLIMS Platform at no additional cost to the Customer. For the avoidance of doubt, any defects or faults in the SLIMS Platform following expiry of the Warranty Period shall be dealt with as a request for Product Support.
- iv. With respect to Software that contains open source software, Agilent represents and warrants that: (i) all

such open source software has been obtained, developed and provided to Customer in compliance with all applicable open source licenses; (ii) the Software as delivered to Agilent shall be compliant with all applicable open source license requirements.

All Enhancements, SLIMS Platform Upgrades, SLIMS Platform Maintenance Releases and Documentation shall be considered as part of the Software.

THE SLIMS PLATFORM SHOULD BE USED IN STRICT ACCORDANCE WITH APPLICABLE INSTRUCTIONS, WARNINGS AND OTHER INFORMATION IN USER MANUALS AND OTHER PRODUCT DOCUMENTATION. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD AGILENT HARMLESS FROM ALL CLAIMS, LOSS, DAMAGE, EXPENSE OR LIABILITY ARISING FROM OR RELATED TO USE OF THE SLIMS PLATFORM FOR DIAGNOSTIC, CLINICAL OR MEDICAL PURPOSES.

All other warranties, conditions and any other terms implied by applicable law are, to the fullest extent permitted by law, excluded.

Confidentiality

Each party shall keep in strict confidence all Confidential Information and any other technical or commercial know-how, specifications, inventions, processes, software source code or initiatives which are of a confidential nature and have been disclosed by (or on behalf of) the other party to such party, or to its agents, and any other confidential information concerning the other party's business or products. The parties shall restrict disclosure of such confidential material to such of their employees, agents or sub-contractors as need to know it for the purpose of discharging their respective obligations to one another, and shall ensure that any such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind that party. The parties agree and acknowledge that Confidential Information shall not include any information which (a) is publicly available prior to this Agreement or is made publicly available by the disclosing party without restriction; (b) is rightfully received by the receiving party from third parties without accompanying secrecy obligations; (c) is already in the receiving party's possession and was lawfully received from sources other than the disclosing party; or (d) is independently developed by the receiving party. On termination of this Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession. Notwithstanding the foregoing, parties may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. The obligations of each party concerning the Confidential Information disclosed hereunder shall terminate five (5) years following termination of the Contract.

The Customer acknowledges that Agilent may announce details of its involvement with the Customer in its publicity materials, for example in a brochure or on its website. Agilent shall respect the Customer's Confidential Information at all times when making any such announcements.

Intellectual Property Rights

- a. Agilent retains all right, title, and interest (including any Intellectual Property Rights) in and to the SLIMS Platform (Including any SLIMS Platform modifications, adaptations, or custom developments undertaken by Agilent for the Customer, and any SLIMS API, AGILENT-Developed Plugins and all copies thereof).
- b. Where agreed as part of the Services and subject to the Customer's payment of the SLIMS License Fees as detailed in the Quote, Agilent hereby grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable license to install and use the SLIMS Platform on the Customer's Server for purposes related to the Project.
- c. The SLIMS Platform may only be used by the Licensed Users at the Customer's Premises, except as follows:
 - i. the SLIMS Platform may be migrated and used on a system replacing or upgrading the Customer's Server, and in such instances, the SLIMS Platform license shall apply to the new system and be extinguished on the previous system;
 - ii. the SLIMS Licenses may, with the prior written consent of Agilent, be extended to additional Licensed Users as detailed in the Services, and the Services may be amended accordingly provided that any appropriate additional fee is paid to Agilent before such use;

- iii. if the Customer's Server becomes inoperable for any reason, the SLIMS Platform may be temporarily used on backup equipment until the Customer's Server is repaired, and the Customer may use the SLIMS Platform for the purpose of testing whether any such backup equipment is suitable for use while the Customer's Server is inoperable, and
 - iv. if the Customer's Premises become temporarily unusable due to flood, fire or similar damage, or an emergency situation, the SLIMS Platform may be used at an alternative site until the Customer's Premises are again useable, provided that the Customer gives Agilent notice of such alternative site and permits Agilent to inspect such site once the SLIMS Platform is again in use at the Customer's Premises to ensure that no copy of all or any part of the SLIMS Platform remains at the temporary site. If the alternative site is managed by a third party, the third party must have signed a confidentiality undertaking addressed to Agilent to protect Agilent's Confidential Information before the SLIMS Platform is transferred to the alternative site.
- d. The Customer may not, without the prior written consent of Agilent:
- i. resell, transfer, rent or lease the SLIMS Platform (or the license thereto) to any other entity or person;
 - ii. reverse engineer, decompile, disassemble or otherwise reduce the SLIMS Platform (including the SLIMS API and AGILENT-Developed Plugins) to any human perceivable form, or
 - iii. modify, create derivative works based upon, adapt, translate, rent, lease, make available on a subscription basis or loan the SLIMS Platform or any part of it.
- e. Neither party is granted any right or interest to the trademarks, marks or trade names (collectively, "Marks") of the other party. Neither party may use the other's Marks without the prior written consent of the other party.
- f. Additional terms may apply to ancillary and add-on components to the SLIMS Platform, including the SLIMS API and AGILENT-Developed Plugins at Appendix A below.

Indemnification

Agilent will indemnify hold harmless Customer from and against any and all court awarded losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Services infringe or misappropriate the intellectual property rights of that third party, provided Customer promptly notifies Agilent in writing and provides control of the defense or settlement, and assistance, to Agilent. In defending or settling an infringement claim, Agilent will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Agilent may, at its option, modify or replace the Services or procure any necessary license. If Agilent determines that none of these alternatives is reasonably available, Agilent may terminate the Contract and will refund the amounts paid by Customer in advance. Notwithstanding the foregoing, Agilent shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Data, (b) Customer's misuse of the Services, or (c) Customer's use of the Services in combination with any products, services, or technology provided by a third party. If such a claim of infringement or misappropriation is made or threatened, Agilent may, in its sole discretion: (i) modify the Services so that they become non-infringing, (ii) obtain a license to enable Customer's continued use of the Services, or, (iii) terminate the Contract with no liability to Customer along with the return of the unused portion of any prepaid fees. Customer will indemnify, defend, and hold harmless Agilent from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party against Agilent regarding: (a) Customer Data, or (b) Customer's or any User's use of the Services in violation of the Terms of Use.

Exit support

During the thirty (30) days following termination or the expiration of the Contract and/or the Subscription, Agilent will not erase Customer's Data and Customer may retrieve Customer's Data from the Services or request Agilent to provide Customer with a copy of Customer's Data stored online or offline servers in a plain text file format as an additional service for purchase. After the thirty (30) day period, Agilent will have no obligation to retain or make Customer's Data available to Customer. Agilent shall retain copies of the data in accordance with its legal and regulatory obligations.

Location, Storage and Backup of Data.

The Customer shall own all right, title and interest in and to all Customer Data and shall have sole responsibility

for the legality, reliability, integrity, accuracy and quality of it. Agilent shall in no circumstances be liable for the loss of or damage to any Customer Data and the Customer acknowledges that Agilent is under no obligation to keep or arrange for backups of any Customer Data.

Implementation

All SLIMS projects shall be delivered as defined in the SOW, composed of a number of milestones.

The Implementation fees exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by Agilent in connection with the Services and the cost of any materials or services reasonably and properly provided by third parties required by Agilent for the supply of the Services and such expenses, materials and third-party services will be invoiced by Agilent at cost upon approval by the Steering Committee.

Acceptance

Milestones that involve customization or configuration may be subject to User Acceptance Testing ('UAT'). For these milestones, acceptance criteria are defined in the SOW. After completion of such milestones, the following acceptance procedure shall apply:

- i. Agilent will send Customer a notification of completion. Upon request, Agilent will provide documentary evidence to demonstrate that the acceptance criteria have been satisfied.
- ii. Upon receipt of the notification of milestone completion, the User Acceptance Testing ('UAT') starts for a period of thirty (30) calendar days;
- iii. At the end of the UAT period, the deliverables shall be deemed accepted, unless Customer provides a written notice to Agilent before the UAT ends that the milestone does not meet the acceptance criteria;
- iv. If Customer provides a notice of non-conformity as mentioned under iii, Agilent will start remedying the non-conformities within thirty (30) calendar days of such notification free of charge and inform Customer when deliverables are ready for the second UAT to which i, ii and iii above similarly apply;
- v. If during the second UAT the deliverables are rejected again by Customer, Customer is entitled to terminate the Contract, without Customer being required to pay any compensation in that respect.

Acceptance shall not be withheld for minor non-conformance to specifications. Software is not guaranteed to be defect free.

The deliverables shall be deemed accepted if the Customer uses the deliverable for any other purpose than UAT, including internal testing, development or production use of the deliverables.

For milestones that do not involve any customization or configuration, acceptance is deemed upon notification of completion by Agilent. For any such milestones, the relevant SOW shall mention the phrase "Acceptance is implicit upon notification of completion."

The license term for any SLIMS Software Subscription will begin upon acceptance of a predetermined subscription milestone in the SOW.

Change to scope of the Services

- a. The Customer Project Manager and the Agilent Project Manager shall meet regularly to discuss matters relating to the Contract and the SOW.
- b. Where any change to the scope of the Services is required (as detailed in the SOW), Agilent and the Customer shall use the SLIMS Change Order form to assess, define, scope, review and approved any proposed changes. No changes to the scope of the project will be made until the change request is reviewed and approved by the Steering Committee and Agilent.

- c. Upon receiving written notice to request a change to the scope of the Services from the Steering Committee, Agilent shall, within a reasonable time, provide a written estimate to the Customer of:
 - i. the feasibility of the requested change, to be assessed by Agilent in its entire discretion;
 - ii. the likely time required to implement the change;
 - iii. any variations to Agilent's charges arising from the change;
 - iv. the likely effect of the change on the SOW, and
 - v. any other impact of the change on the terms of the Contract.If Agilent requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it. If the Customer wishes for Agilent to proceed with any change, Agilent has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to the Fees, the SOW and any other relevant terms of the Contract to take account of the change.
- d. If the Customer does not wish for Agilent to proceed with a particular change, the Project and the Contract and the SOW will continue under the current conditions (i.e. without the requested Services change) unless the Contract is terminated pursuant to clause 8 of the Terms of Use.

Cancellation

The Customer may terminate the Subscription for convenience at any time during the Subscription Term on 30 days prior written notice, subject to payment of (i) outstanding unpaid invoices (together with any accrued interest) and new invoices for any Services that Agilent has supplied but for which no invoice has been submitted; and (ii) a termination fee calculated as 20% of the unbilled SLIMS license fees for the remaining period of the Subscription Term. The Customer shall pay any such invoices within 30 days of receipt.

Supported Versions

- a. Unless otherwise agreed in writing, Agilent shall not be obligated to provide Software Support for any version of the Software aside from the versions under active or limited support. Please refer to the policies at the following link: <https://www.agilent.com/en/support/agilent-slims-software-support-lifecycle-policy>.
 - i. Every SLIMS release has a three-digit version number. The first digit indicates the major version number, the second digit indicate the minor version number, the last digit indicates the patch number.
 - ii. New functionalities are delivered exclusively via new major or minor versions.
 - iii. After the initial release of a major or a minor version, bug fixes are delivered in subsequent patch releases for the major or minor version. Patch releases are created as needed. Bug fixes are code changes that resolve bugs. Bugs are defined as unwanted deviations between the implemented functionality and the designed functionality.
- b. Feature Requests. Customer may at any time submit a Feature Request via the Lab Informatics Support Center website. Agilent makes no guarantee or assurance that a requested feature will be implemented in the Software. Features that are ultimately implemented will be distributed as part of a future major or minor version or of the product.

Product support

Agilent Support includes problem resolution for defects or issues that can be clearly attributed to a SLIMS Platform under active support. All other cases will be billed as a consulting service on a time and material basis. For clarity, Agilent Support does not include problem resolution for configuration and customization of the platform. for issues caused by misconfiguration of the system, for issues caused by attempts to circumvent SLIMS license, data access or functionality restrictions. Agilent Support does not include assistance that involves program development, coding, and/or isolation of coding problems for any code, macros, scripts or customization, including but not limited to Groovy scripting, programming plugins, or configuring reports. Assistance with development of programs that use Agilent provided Software Development Kit's (SDK) or Application Programming Interface (API) are not included and may require a separate agreement.

Designated Contacts.

The parties agree that the Software Support is intended to be provided to technical personnel performing the daily administration of the Software on Customer's Computer. Customer shall identify a maximum of 4 individuals as Contacts for Agilent's records, and at least one of these Contacts must be an administrator who coordinates and controls access for other Contacts from the Customer. Agilent will provide Software Support to

only Customer designated Contact (s). Customer may not use a single Contact to act as a forwarding service for other personnel. Each Contact must be able to communicate in English and possess the relevant technical knowledge necessary to assist Agilent in performing the Software Support provided under this Agreement. Customer must promptly notify Agilent of any change via the Agilent Software Support Center.

Online Software Support Requests.

Depending on Customer region/location and specific terms of Customer Contact(s), Customer may submit support and related requests through the Agilent Software Support Center. Each request is given a unique identification number for Customer convenience and reference. All online support submissions are managed in English. Customer may request a ticket for telephone support or access the online knowledge base for known resolutions. Response to submitted tickets is available during Business Hours which are 9:00AM through 5:00PM Monday through Friday for the local time of the Support Requestor, excluding holidays and weekends.

Prioritization and Response Times

Customer may select the urgency of Customer request based on the following:

Priority	Definition	Response Time
High	Used when the system is unusable or there is an issue that has broad impact on system functionality, including data integrity, or data loss. No acceptable workaround is available.	Within 4 Hours
Medium	Used when the system is partially usable or when normal operations are interrupted due to application crashes, security flaws, etc. A workaround may be available to accomplish business objectives without significant investment of time or money.	Within 1 Business Day
Low	Used for issues that have no impact or very low impact to normal system operation. Includes cosmetic defects or issues resulting in an inconvenience.	Within 5 Business Days

Note: There is no guaranteed response time for Product Feature Request.

Unauthorized Use or Modifications.

Agilent will have no obligation to provide Software Support for issues resulting from unauthorized modifications to the originally commissioned Compatible Environment and/or Software, except those directed by Agilent or explicitly authorized in the EULA or Documentation.

EXHIBIT A
SLIMS API AND PLUGIN LICENSE TERMS

These Terms set forth the terms of use for the SLIMS API, SLIMS Plugins and related documentation as well as any updates, modifications, additions, and copies of the foregoing. These API Terms are supplemental to the SLIMS Supplemental Terms & Conditions, SLIMS Quote, statements of work and other terms related to the SLIMS Platform, SLIMS Server and Support Services.

I. SOFTWARE LICENSE TERMS

- a) **AGILENT's License Grant.** Subject to these API Terms, AGILENT grants Customer a limited, revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free license to access and use, and to permit its Authorized Users to access and use, the SLIMS API for internal business purposes in accordance with these Terms for evaluating, developing and using SLIMS Plugins. This license provides the right to: (i) reproduce, modify and create derivative works of Sample Plugins, (ii) create and use Customer-developed Plugin(s) and (iii) use AGILENT-developed Plugins; each in accordance with the terms and purposes set forth in these Terms. Development, use, and distribution of SLIMS Plugins (including AGILENT-developed Plugins, Sample Plugins and Customer-developed Plugins) are further governed by the respective SLIMS Plugin License set forth in Exhibit A. Except as otherwise provided in Exhibit A, Customer may not use the SLIMS API or SLIMS Plugins to make or distribute Customer's own or a third party's application, a principal purpose of which is to perform the same or substantially similar functions as the SLIMS Platform or which replaces a material component of the SLIMS Platform. No license is granted to any third-party patents or other intellectual property rights (collectively, "Third-Party IP") that may be infringed by any modifications, derivative works, or other works (A) created or developed by Customer in which SLIMS Plugins may be incorporated, or (B) that Customer has created, developed or adapted with the SLIMS API such as Customer-developed Plugins. Customer is responsible and AGILENT does not indemnify Customer for any infringement of Third-Party IP caused by or arising from Customer's use of the aforementioned modifications, derivative works, or other works to the extent such modifications, derivative works, or other works were created or developed by Customer.
- b) **Developmental Support of Plugins by AGILENT.** AGILENT may at its discretion provide developmental support and/or assistance to Customer for SLIMS Plugins including Customer-developed Plugins as an additional service for separate purchase. For clarity, Agilent shall not be obligated to provide plugin support and/or assistance unless by separate written agreement between Agilent and Customer. Such developmental support and assistance by AGILENT is provided on a non-exclusive basis and AGILENT shall be free to render similar developmental support and assistance for any SLIMS Plugins to any third party (including customer-developed Plugins with similar functionalities developed with or by other customers); provided that, in so doing, AGILENT does not use or disclose Customer's Confidential Information in violation of AGILENT's confidentiality obligations as set forth in this or any other written agreement with Customer.

2. LICENSE RESTRICTIONS

Customer shall use the SLIMS API for its internal business purposes only and will not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, or distribute the SLIMS API, or otherwise commercially exploit or make the SLIMS API available on any public or external network, or make the SLIMS API available to any third party other than Authorized Users in accordance with this Contract; (ii) use the SLIMS API or SLIMS Plugins to store or transmit any material that infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (iii) use the SLIMS API or SLIMS Plugins to store or transmit any viruses, trojan horses, worms, time bombs, or any other similar malicious software, data, or programs; (iv) use or attempt to use the SLIMS API or SLIMS Plugins to circumvent access or functionality restrictions of the SLIMS Platform.

3. CUSTOMER OBLIGATIONS

- a) Customer will comply in a timely manner with AGILENT's reasonable requests for materials which relate to the SLIMS API and Customer-developed Plugins developed with support or assistance by AGILENT to provide services and support to Customer, including providing AGILENT with corresponding source code and executables for such Customer-developed Plugins.
- b) Customer-developed Plugins (including those distributed or made available to other third parties by Customer) shall include and be governed by the applicable SLIMS Plugin license terms set forth in Appendix A. AGILENT is not responsible for maintaining or supporting any such Customer-developed Plugins and provides no warranty whatsoever regarding Customer-developed Plugins.

4. WARRANTY

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Senior Counsel - Agilent Technologies LDA UK Limited

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