

AGILEN



SLIMS SUPPLEMENTARY TERMS & CONDITIONS

Version: 1.01

1. SLIMS is an integrated and browser-based Laboratory Information tv1anagement System (LIMS) and Electronic Laboratory Notebook (ELN) with comprehensive Workflow Management capabilities in a singular software platform. SLIMS is designed to be flexible and configurable enabling every lab to configure it to match its

processes and procedures in shortened project cycle times.

1. The Customer must sign, date and return a copy of these Terms to Agilent to indicate its acceptance of them. These 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 Custon1er to Agilent constitutes an off er by that Customer to purchase the Services and/or SLIMS Licenses from Agilent on the signed Terms and in accordance with that Quote.

1. These Supplementary Terms shall apply to be and be incorporated into each Contract, which shalt also include the Terms of Safe referenced on the Quot e. 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 faV'/ (subject to mandatory provisions of applicable law)J 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.

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## Definitions

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| Acceptance | Acceptance of specific project deliverabtes/Mitestones and/or the full SLIMS Platform/ ln  accordance with clause 8 below. |
| Agilent | Means the Agilent legal entity specified in the Quote. |
| Agilent  Apptication  Engineers | The individuals appointed by Agilent who will carry out the Services. |
| AGILENT­  developed Plugin | 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 Piugins may be based on cLtstomer's specific design requirements and functionalities, or may have generic functionalities, and include, but are not limited to, the plugins referred to as  "SLIMSGATE Plugins", "VAADIN Plugins" or "SLIMSGATE flows" |
| Agilent  Project Manager | · Any person appointed by Agilent to manage the carrying out of the Services. |
| Bug Fixes | Code changes that resolve Bugs. Bugs are defined as unwanted deviations between the implemented functionality a11d the designed functionality. |
| Cash in Advance  Service Credit | An advance payment of Service Credits to be paid by Customer in full upon receipt of  irtvoice from Agilent |
| Change Control | Change control is the process that ensures that each change proposed during a project is adequately defined, scoped, reviewed and approved before implementation. |

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| 1nrormatton | including technical or other information imparted in confidence or disclosed by one party  to the other or otherwise obtained by one party relating to the other's busi11ess, finance or  technology, know-how, intellectual property, strategy, products at1d customers, which the party receiving such information knovvs or reasonably should understand to be  confidential, including but not limited to the SLIMS Platform and SLIMS APls. |
| Contract | The contract for Agilent to supply Services to the Customer, consisting of these Terms, the Terms of Sale referenced on the Quote, the Quote, and the applicable SOW, formed as detailed under clause 1b. |
| Contract Term | The duration of the Contract, as stated in the Quote or SOW. |
| Customer | The legal entity purchasing Services, as identified in the Quote. |
| Customer Data · | All materials, equipment and tools} drawings, specifications and data supplied by the  Customer (or by tl1ird parties on behalf of tf1e Customer) to Agilent or inputted into SLIMS by the Customer or derived by the Customer from the SLIMS Platform |
| Customer-  developed Plugin | Customer-developed Plugins include: (i) SLIMS Plugins developed by Customer with paid or ur1paid 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's  Premises | The premises at the Customer's address or any other premises under the Customer's control. |
| Customer  Project Manager | Any person appointed by the Customer to manage Customer's responsibilities pertaining  to Agjlent's delivery of tf1e Services. |
| Customer's  Server | A server provided by the Customer meeting the Technical Requirements for the SLIMS Platform which is fully accessible remotely (e.g. VPN or SSH) by the Agilent Engineers, with root access or full administrator privileges. |
| Documentation | Agilent's product manualsl or other standard software documentation in any printed,  machine readable or other form including listings, manuals and magnetic media which is delivered to Customer with the SLIMS Platform. |
| Enhancement  - | Modifications or enhancements to the SLIMS Platform generally made available to customers of Agilent who purchase SLIMS Licenses. |

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| Fees | The SLIMS License Fees and Service Fees. |
| Intellectual  Property Rights | Patents, rights to inventions, copyright and related rights, trademarks, t,rade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software Including source *code1* database rights, topography rightsl moral rights, rights in confidential information (including vvithout limitation knovv-hovv and trade secrets) and any other intetlectual property rights, in each case whether registered or unregisteredJ and including without limitation all applications for, and renewals or extensions *of}* such rights, and all similar  or equivalent rights or forms of protection in any part of the world. |
| Licensed Users | The Customer's employees (and direct contractors) who use the SLIMS Platform up to the maximum number specified in the Services or as increased under clause 11 c and as  may be further detailed in the Quote. |
| Project | The project to be carried out, as described in the Quote and the SOW. |
| Project Tearn | The Agilent Project Manager, the Customer Project Manager, the Agilent Application  Engineer(s), the Customer's technical IT contact(s) and (a) SLIMS User(s) as appointed  by the Customer. |
| Quote | The quote prepared by Agilent, describing the Project and setting out the Fees and the Services to be provided. |
| Sample Plugin | 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. |
| Services | The services, performed by Agilent's members of the Project Team, as defined in the Quote and/or any applicable SOW. |
| Service Credit | One service credit is equal to one man-day of 8 man-hours. Service Credits are valid to  pay for Services to be delivered in the period of 2 years from the order date, after which, any unutilized portion of the Service Cred it shall lapse (with no entitlement to a refund) |
| Service Fees | The relevant fees chargeable for delivery of the Services as detailed in the Quote and/ or any applicable SOWs. |
| SLIMS API | A software toolset and related documentation made available by AGILENT for SLIMS Plugin development and operation. SLIMS APls include, but are not limited to, those APls  referred to as "SLIMS GATE API" and "Vaadin API". |
| SLIMS Licenses | The licenses granted to the Licensed Users under clause 11 and detailed in the Quot e. |
| SLIMS License Fees | The charges for the SLIMS Licenses as set out in the Quot e. |
| SLIMS Platform | The laboratory information management system developed and owned by Agilent which will be installed on the Custom er's Server together with any associated documentation,  and where the context requires, the SLIMS API and AGILENT-Developed Plugins. |
| SLIMS Plugin | The software components developed by AGILENT and / or Customer using the SLIMS API for interacting with or extending the SLIMS Platform. For the avoidance of doubt, SLIMS Plugins include Sample Plugins, Customer-developed Plugins and AGILENT- developed Plugins. |
| SLIMS Platform  Upgrade | A generally available release of the SLIMS Platform to customers of Agilent who actively  pay SLIMS Licenses, which is intended to provide significant or incrernental functionalit y. |
| SLlMS Platform Maintenance Release | means a generally available release of the SLIMS Platform which has been produced primarily to fix defects and introduce incrementaJ updates in the SLIMS Platform. |
| SLIMS Server | A single instance of the SLIMS Platform, as installed on the Customer's Server. |
| sow | 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 | The committee formed by an equal number of representatives of bott1 parties to provide  management level oversight to the Project, Including the Agilent Project Manager and the  Customer Project Manager. |
| Support Services | The support services to be provided by Agilent under the Contract, as detailed in Appendix  2 and/or any applicable SOWs. |
| Technical  Requirements | The technical requirements for the correct operation of the SLIMS Platform and for  Agilent to be able to deliver the Services as detailed in Appendix 1 and/or any applicable  sows\_ |
| Terms, Terms &  Conditions or T&C | These supplemental terms and conditions, as signed and dated by the Customer. |
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## 3o Agilent's obligations

Subject to the Customer paying the Fees, Agilent shall:

* 1. deliver the last available version of the SLIMS Software to the Customer at initial installation, provided com,puter

servers are made available by Customer in accordance with the specifications detailed in App endix 1;,

* 1. grant the purchased SLIMS Licenses to the Customer;
  2. commit to deliver further SLIMS Platform Maintenance Releases, Upgrades and Enhancements during the entirety of the Contract period;
  3. in its sole discretion and to the best of its knowledge, comply with all mandatory applicable laws and regulations in force in the country where the Software are to be delivered, implemented or licensed;
  4. represent and undertake to obtain and maintain validity throughout the term of this Contract, of an appropriate registrations] permissions and approvals which are statutorily required from the government for performance of the obligations of Agilent under this Contract;
  5. represent that the Documentation shall contain a complete and accurate description of the Software and shall be prepared and maintained in accordance with industry standards;
  6. use reasonable endeavors to manage, complete and deliver the Services and the Support Services (to the

Customer) in a timely manner;

* 1. use reasonable e11deavors to meet the performance dates and delivery schedules specified in the Quote, SOW (or otherwise agreed), but any such dates shall be estimates only and time shall not be of essence to the Contract;
  2. appoint the Agilent Project Manager who shall *have* authority to represent Agilent on alt matters relating to the Project. Agilent shalJ use reasonable endeavors to ensure that the same person acts as the Agilent Project Manager throughout the delivery of the Services, but may replace him from time to time where reasonably necessary in the interests of Agilent's business;

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## The Customer's obligations

* 1. The Customer shall:
     1. appoint the Customer Project Manager who shall have authority to contractually bind the Customer on

all matters relating to the Project,

* + 1. appoint a suitable person (other than the Customer Project Manager) to sit on the Steering Committee,
    2. provide timely access to the Customerfs Server, Customer's Premises and Customer Data, as are requested by Agilent in order to deliver the Services,
    3. ensure the health and safety of any Agilent Engineer at the Customer's Premises and the Support Servi ces,
    4. provide timely and materially accurate information requested by Agilent, and
    5. ensure that any hardv-,are or software Agilent Engineers are asked to use in performance of the Services are o\-vned (or legally licensed for use) by the Customer; and
    6. Customer agrees and undertakes to assist and compensate Agilent for procuring any registrations, permissions or approvals that may be specific to the Customer's business, for exam·pte which may at any time during the term of this Contract be required by a non-governmental authority, in relation to the implementation of the Services in accordance with the terms of this Contract.
  1. 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 cost s, charges or losses sustained or incurred by Agilent (including, without limitation, any direct or indirect consequential loss, loss or da111age to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to Agilent confirming such costs, charges and

losses to the Customer in writing.

* 1. Customer shall provide Agilent's personnel with secure premises, suitable \Norking space, operating supplies

and facilities a·11 of which shalt be provided to Agilent solely for performance of its obligations under this

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Contract

1. All SLIMS user accounts require a SLIMS License and a Customer is free to choose a mix of the following license

ty p es. For the avoidance of doubt, license upgrades are possible at any time but downgrades are only permitted at the com111encement of the next billing cycle.

* 1. **Named user licenses**
     1. Named user licenses are personally linked to and permit an individLral 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.

1. Named user licenses are separate from the concurrent licer1se pool at1d are not taken into account for calculating the number of concurrent users using the system.
2. A named user license is shared among multiple S.LI M S Server instances, meaning if a named user r1eeds access to multiple separate licensed instances, only one named user license is required for that named user.
3. A named user license can be either basic, standard or premium.

iia **Concurrent licenses**

1. Concurrent licenses can be used for a larger 11umber 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 vvhich is logged counts against the poof of licei1ses. 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 Pfatform; 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.

1. A SLIMS Basic User License is required for user accounts that comply with one of the follo iing conditions:

L 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.

ii. The SLIMS user account only has access to the order module of the SLIMS Platform, in whict, case that user account shall be considered as an accour1t owned and used by a user unconnected to the Customer and its operations.

1. **SLIMS Server licenses**
   1. Each SLIMS Server instance uses a specific server license model. The module access rights are defined by the server license and each module access also gives access to the configuration of that module to enable the Customer to furtf1er customize and adapt that instar1ce of the SLIMS Platform to its needs.

. b A SLIMS Server license (product name "SLIMS Standard") grants full access to the following modules

* + - Content modute

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* Simplified ELN module

1. A premium SLIMS Server license (product name "SLIMS Premium") grants full access to all current and future modules in SLIMS, including (non-exhaustive list):
   * Content module
   * All ELN modules
   * Order module
   * Workflow module
   * NGS module
   * Grid module
   * Pedigree 111odule
   * Ontology n1odule

A full list of functionalities can be provided upon request.

1. Each active SLIMS Server subscription includes 1 Service Credit per licensed year for SLIMS Platform Upgrades and/or Maintenance Releases that the Customer wishes to apply to its SLJMS Server infrastructure. The Service Credit is not transferable to other services and if not consumed, expires after1

year

# SLI S Release Cycles and End-of-l" fe {EOL) Support

* 1. Agilent aims to release several updated versions of SLIMS per year, with each new major version indicated

by a new major version number.

i. Every SLIMS release has a three-digit version number. The first two digits indicate the major version number, the last digit indicates the patch number. The initial release of the new version is for example called 5.1.0. Then, the next patch release which includes some bug fixes would be called

5.1.1.

iL Nevv functionalities are delivered exclusively via ne1vv major versions.

Hi. After the initial release of a n1ajor version, Bug Fixes are delivered in subsequent patch releases for the major version. Patch releases are created as needed.

* 1. Feature Requests. Customer may at any time submit a Feature Request via the Lab Informatics Support Center website. Agilent 111akes no guarantee or assurance that a requested feature will be implemented in theSo ftw ar e. Features that are ultimately implemented will be distributed as part of a future major or

minor version or of the product.

* 1. Agilent supports every major release up until two years after the release date of the first major version, e.g. 5.0.0, with tl1e release of patch and/or bug fix versions. Upon the two-year mark, the version goes into End­ Of-Life (EOL) mode and stops being officially supported by Agilent.



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

1. Acceptance Criteria

For every milestone, acceptance criteria are defined in the SOW. After completion of every milestone, Agilent wi11 send Customer a notification of completion. Upon request, Agilent will provide documentary evidence to demonstrate that the acceptance criteria have been satisfied.

* 1. Upon receipt of the notification of milestone completion, the Customer shall confirm acceptance

**thereof (or otherwise) within two (2) business days.**

* 1. The deliverables shall be deemed accepted *if* the Customer fails to provide written justification for withholding acceptance within two (2) business days of our notification of completion.
  2. Acceptance shall not be withheld for minor non-conformance to specifications. Software is not

**guaranteed to be defect free.**

* 1. The deliverables shall be deemed accepted if the Customer uses the deliverable for any other purpose than acceptance testing to the criteria defined in this SOW, including internal testing, development or

**production use of the deliverables.**

* 1. If the Customer delays installation, the deliverables shall be considered accepted irrespective of

**delay.**

* 1. The license term for any SUMS Software Subscription will begin upon acceptance ofa predetermined

**subscription milestone in the SOVv**

# Changes to the scope of the Services

* 1. The Customer Project Manager and the Agilent Project Manager shall meet regularly to discuss matters

**relating to the Contract and the SOW.**

* 1. 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 changer eq ues t is reviewed

**and approved by the Steering Committee and Agilent.**

* 1. Upon receiving written notice to request a change to the scope of the Services from the Steering Committee,

**Agilent sl1aU, within a reasonable time, provide a written estimate to the Customer of:**

* + 1. the feasibility of the requested change, to be assessed by Agilent in its entire discretion;
    2. **the likely time required to implement the change;**

**iiL any variations to Agilent's charges arising from the change;**

1. **tf1e likely effect of the change on the SOW, and**
2. **any other im. pact of the ct,ange on the terms of the Cont ra.ct**

If Agilent requestsa 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 noo b l ig a t ion to do soun less 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.

* 1. If the Customer does not wish for Agilent to proceed with a particular change, the Project and theCon tr ac t and the SOW will continue under the current conditions (i.e. without the requested Services change) unless

**the Contract is terminated pursuant to clause 16.**

# Charges and payment

* 1. The Customer acknowledges that time is of the essence for payment of all Fees invoiced under the

**Contract, in accordance with the applicable Quot e/SOW.**

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* 1. Where any additional services are provided by Agilent, they shall be covered by a new Quote and SOW.
  2. All amounts due and payments under this Contract shall be paid by the Customer to Agilent in full and are exclusive of any value-added tax (VAT) or other taxes of any kind that may be required to be accounted for on payments under tl1is Contract. To the extent that Customer must account for any such VAT or other taxes (such as vvithholding tax) on payments under this Contract, Customer will pay such tax in addition to the amounts provided for by this Contract. The Parties mutually agree to assist each other to recover VAT and other taxes that are normally recoverable in the international context and per international laws and

treaties.

* 1. The Fees are exclusive of:
     1. 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 tl1ird 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, and
     2. VAT or any other applicable sales taxes, which Agilent shall add to its invoices at the appropriate rate.
  2. The Customer shall pay each invoice submitted to it by Agilent in fult and in cleared funds within 30 days of receipt. Agilent may use Service Credits purchased and paid by the Customer to offset any payments due by the Customer to Agilent.
  3. 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.
  4. If the Customer fails to pay Agilent on the due date, Agilent may:

L charge interest on such sum from the due date for payment at the annual rate of 5%, accruing on a daily basis and being compounded quarterly until payment is made (whether before or after any judgment), and

ii. suspend delivery of all Services until payment has been made in full.

* 1. Agilent may, without prejudice to any other rights it may have, set off any liability of the customer to Agilent against any liability of Agilent to the Customer. The Customer may not set off any liability of Agilent to the Customer against any liability of the Customer to Agilent.

## Intellectual Property Rig ts

* 1. Agilent retains all right, title, and interest (including any Intellectual Property Rights) in and to the SLIMS Platform (Including any SLIMS Platform modifications, ada.pt ationsJ or custom developments undertaken by Agilent for the Customer, and any SLIMS APl, AGILENT-Developed Plugins and all copies thereof).
  2. Where agreed as part of the Services and subject to the Customer's payment of the SLIMS Licence 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

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to the Project.

* 1. The SLIMS Platform may only be used by the Licensed Users at the Customer's Premises, except as follows:
     1. the SLIMS Platform may be migrated and used on a system replacing or upgrading the Custotner's Server, and in such instances, the SLIMS Platform license shall apply to the new system and be extinguished on the previous system;

Licensed Users as detailed in the Services! and the Services may be amended accordingly provided

tl1at a11y appropriate additional fee is paid to Agilent before such use;

* + - 1. if the Customer's Server becomes inoperable for any reason, the SLIMS Platform n1ay 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
      2. 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 temporarys ite . 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 1 s Confidential Information before the SLIMS Platforn1 is transferred to the alternative site.

* 1. The Customer may not, without the prior written consent of Agilent:
     1. resell. transfer, rent or lease tf1e SLIMS Platform (or the license thereto) to any othere 11t i ty or

person;

* + 1. reverse engineer, decompile, disassemble or otherwise reduce the SLIMS Platform (including the SLIMS API and AGILENT-Developed Plugins) to any human perceivable form, or
    2. modify, create derivative works based upon, adapt, translate, rent, lease, make available ona subscription basis or loan the SLIMS Platform or any part of it.
  1. The Custorner acknowledges that, to the fullest extent permitted under applicable la\,v:
     1. the SLIMS Platform is provided 'as-is' and without warranty of any kind, whether express or implied, except for the limited representations and warrantie.s set forth in clause 14
     2. unless otherwise specified as part of the Services in the Quote, the SLIMS Platform is intended for research use only and is not intended for use in diagnostic procedures of any kind
     3. Agilent shall not be responsible for any data tosses suffered by the Customer whether as a result of us carrying out the Services, the Customer's use of the SLIMS Platform or otherwise andt he Customer shall be solely responsible for keeping backups of its data
     4. the Customer remains fulJy responsible for all applications, software, data interfaces, hardware and other equipment within its control. Except as set forth in cJause 14, Agilent provides no guarantee and

does not \J\Jarrant that the SLIMS Platform, once installed or configured as part of the Services will be defect, fault, bug or error free.

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* 1. Neither party is granted any right or interest to the trademarks, marks or trade names (collectively, "Marks") of the other pa1ty. Neither party may use the other's Marks without the prior written consent of the other

party.

* 1. Additional terms may apply to ancillary and add-on componer1ts to the SLIMS Platform, including the SLIMS

API and AGILENT-Developed Plugins at Appendix 3 below.

1. **Ownership of Customer 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 arld the Customer acknowledges that Agilent is under no obligation to keep or arrange for the keeping of backL1ps of any Customer Data.

1. **Confidential·i y and pubt·city**
   1. 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 \AJhich are of a confidential nature and have been disclosed by (or on bertalf of) the other party to such party, or to its agents, and any other confidential information concernh1g 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 employeesl 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 partys possession and was lawfL1lly 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. Notvvithstanding 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 Inform ation disclosed hereunder shall terminate five (5) years following termination of the Corltract.

* 1. Atl materials, equipment and tools, drawings, specifications and data supplied by Agilent to the Customer shall at all times be and remain the exclusive property of Agilent, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Agilent, and shall not be disposed of or used other than in accordance with Agilent's written instructions or

authorisation.

* 1. The rights in and to the data and especially patient data or personal data of Customer produced by Customer with the Software, even in the event of disputes shall at all times solely vest with Customer. Agilent agrees and undertakes to use the Customer's data solely for the purposes of performing its obligations set out in this Contract and for no other purposes whatsoever
  2. AGILENT may collect information regarding Customer's employees, agents, or customers, including but not limited to names, telephone numbers and e-mail addresses to enable Customer to receive the SLIf\11S API in accordance with the Agreement. AGILENT will store and use Customer Information in accordance with AGILENT's privacy practices, which are available from [www.agilent.com/ go/ privacy.Cust om er](http://www.agilent.com/go/privacy.Customer) agrees that

AGILENT and its subcontractors, agents and affiliates may store and use Customer's Information in all

countries where AGILENT and its entities do business. Customer represents and AGILENT acknowledges Customer's representation that consent from individual data subjects has been obtained or is not needed..

* 1. 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 aJI times when making any such announcements.



1. Agilent represents and warrants that:
   1. it will perform the Services consistent with generally accepted industry standards,
   2. 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
   3. 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 \f\/arranty Period shall be dealt with as a request for Product Support in accordance with Appendix 1 hereto.

* 1. Agilent warrants to Customer that Customer shall quietly and peacefully use the Soft\vare and Documentation subject to and in accordance with the provisions of this Contract. Witl1 re.isp ec t to Software that contains open source software, Agilent represents and warrants that: (i) all sucJ1open source software has been obtained, developed and provided to Customer in compliance with afI

applicable open source licenses; (ii) the Software as delivered to Agilent shall be compliant with all applicable open source license requirements.

1. The Customer acknowledges that it shall in no circumstances be entitled to any refund of any charges or Fees paid to Agilent in the event of a warranty claim.
2. All Enhancements, Software Upgrades, Maintenance Releases to the Software and Documentation shaH be considered as part of the Software.
3. THE SLIMS PLATFORM TO BE SUPPLIED UNDER THIS QUOTATION IS FOR RESEARCH USE ONLY, AND NOT FOR USE IN DIAGNOSTIC PROCEDURES.THE SLIMS PLATFORM IS ANALYTICAL IN NATURE AND HAS NOT BEEN TESTED BY OR FOR AGILENT FOR ANY PARTICULAR INTENDED USE, OR FOR SAFETY OR EFFICACY. CUSTOMER AGREES THAT IT JS CUSTOMER'S RESPONSIBILITY, AND NOT AGILENT'S, T O VALIDATE THE PERFORMANCE OF THE SLIMS PLATFORM FOR ANY SPECIFIC USE OR APPLICATION AND TO ENSURE THAT THE SLIMS PLATFORM MEET APPLICABLE REGULATORY, CERTIFICATION, VALIDATION OR ITS OTHER REQUIREMENTS, SINCE THE USE AND PERFORMANCE CHARACTERISTICS OF THE SLIMS PLATFORM HAVE NOT BEEN VALIDATED BY AGILENT FOR ANY SPECIFIC USE OR APPLICATION. THE SLIMS PLATFORM SHOULD BE USED IN STRICT ACCORDANCE WITH APPLICABLE INSTRUCTIONS, \VARNINGS AND OTHER JNFORMATION 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, Cllf\f lCAL OR MEDICAL PURPOSES.

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

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1. **Limitation of liability**
2. SUBJECT TO CLAUSE 1S(C) BELOW: IN NO EVENT WILL AGILENT, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENT AL, INDIRECTJ EXEMPLARY, PUNITIVE OR COf\lSEQUENTIAL DAMAGES

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BUT J'-JOT LIMITED TO LOST PROFITS OR LOST REVENUE, THE COST OF PROCURING

SUBSTITUTE SERVICES REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT; WARRANTY OR ANY OTHER LEGAL THEORY, EVEN IF ADV1SED OF THE POSSIBILITY OF SUCH DAMAGES. lN ADDITION, AGILENT WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM (J) CUSTOMER'S INABILITY TO ACCESS OR USE THE SERVICES, IN CASE OF TERMJNATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER'S ACCESS TO THE SERVICES OR DISCONTINUATION OF THE SERVICES, OR (11) ANY UNAUTHORIZED ACCESS, ALTERATION OF, DELETION, CORRUPTION OR LOSS OF CUSTOMER'S DATA, OR (lll) ANY FAILURE TO TRANSMIT OR RECEIVE ANY DATA.

1. IN NO EVENT WILL AGILENTJS AGGREGATE LIABILITY UNDER THE CONTRACT EXCEED THE FEES PAID BY

THE CUSTOMER TO AGILENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

1. THE EXCLUSIONS AND LIMITATIONS IN CLAUSE 15(A) and 15(8) SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE AT LAW BUT AGILENT DOES NOT EXCLUDE AND/OR LIMIT LIABILITY FOR DEATH OR BODILY INJURY CAUSED BY THE GROSS NEGLIGENCE OF AGILENT, ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS. NOTHING IN THIS SECTION 15 EXCLUDES THE LIABILITY OF AGILENT FOR ANY MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL TO EXCLUDE LIABILITY.
2. THIS SECTION SETS OUT THE Ef\lTIRE FINANCJAL LIABILITY OF WHATSOEVER NATURE OF AGILEf\lT

(INCLUDING WITHOUT UMIATION ANY LIABILITY FOR THE ACTS OR OMISSIONS OF ITS EMPLOYEES,

AGENTS, AND SUBCOf\JTRACTORS). THE REMEDIES IN THE CONTRACT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

### Term nation

* 1. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may

terminate the Contract without liability to the other if:

L the other party fails to pay any amount due under this Contract on the due date for payment and

remains in default not less than 14 days after being notified in writing to make such payment

ii the other party commits a material breach of any other term of this Contract \I\Jhich breacl1 is irremediable or (if such breach is remediable) fails to remedy1hat breach within a period of 14 days after being notified in writing to do so

1. the other party repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract
2. the otl1er party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts or is bankrupted or otherwise insolvent as per applicable local laws.
3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction

of that other party

1. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for tl1e sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction

of that other party

1. an application is made to court, or an order is made, for the appointment of an administrator, or if

a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party

,i,. ii the holder of a qualifying floating charge over the assets of that other party has become entitled to

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**a fJ ' -=>ur, u t,;ur, re en111:1ea to appoint a receiver over the assets of the other party ora receiver is**

**appointed over the assets of the other party**

a creditor or encumbrancer of the other party attaches or takes possession of, ora distress, **execution, sequestration or other such process is levied or enforced on or sued agait1st, the whole or any part of the other party's assets and such attachment or process is not discharged within 14**

**days,or**

**any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent *or* similar to any of the events mentioned in conditions**; **to condition x above (inclusive).**

* 1. Any provision of this Contract that expressly or by implication is intended to come into or continue in force

**on or after termination or expiry of this Contract shall remain in full force and effect.**

* 1. Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach

**of the Contract which existed at or before the date of termination.**

* 1. This Contract shall automatically terminate on termination or expiry of the SUMS Licenses.
  2. Other than as set out in this Contract, neither party shall have any further obligation to the other under this

**Contract after its termination.**

* 1. Notwithstanding its obligations in this clause, if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials containing the other party's Confidential Information,

it shaU notify the other party in writing of such retention, giving details of the documents and/or materials

**that it must retain.**

* 1. On termination of this Contract for any reason, the Customer shall as soon as reasonably practicable return, destroy or permanently erase (as directed in writing by Agilent) the SLIMS Platform and any other documents, handbooks, media and any other information or data provided to it by Agilent containing, reflecting, incorporating or based on Confidential Information belonging to Agilent. If required by Agilent, it shall provide written evidence (in the form of a letter signed by the Customer Project Manager no later than

7 days after termination of this Contract that these have been destroyed and that it has not retained any

**copies of them.**

* 1. **Upon termination of this Contract for any reason Agilent shafl**
  2. return to the Company all of the data and any copies thereof which it is Processing or has Processed upon behalf of the Company. The return of the Personal Data shall result in the full

.. **deletion of the Personal Data existent in the IT equipment used by Agilent; or**

**H.** destroy all Personal Data it has Processed on behalf of the Company after the end of the provision of services relating to the Processing, and destroy all copies of the Personal Data unless any

**European Member State law requires storage of such Personal Data; and**

**in each case cease Processing Personal Data on behalf of the Comp any.**

1. On termination of this Contract pursuant to clause 16(a) above, the Customer shall immediately pay any outstanding unpaid invoices (together with any accrued interest) to Agilent. Agilent shall submit invoices for (i) any Services that it has supplied, but for which no invoice has been submitted; and (ii) all SLIMS License Fees in respect of Licenses covering the unexpired portion of the Contract Term based on the

number of User Licenses as invoiced in the preceding twelve months. The Customer shall pay any such

**invoices within 14 days of receipt.**

1. The Customer may terminate this Contract for convenience at any time during the Contract 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

p er io d of the Contract Term. The Customer shall pay any such invoices within 14 days of receipt.

**Page 16 of 25**

1. On termination of this Contract for any reason, any un-used Cash in Advance Service Credits shall lapse.
2. **General**
3. Forcema jeur e. Agilent shall not in any circumstances have any liability to the Customer under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes,loc k­ outs or other industrial disputes (whether involving the workforce of Agilent or any other party), failure ofa utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm

**or default of suppliers or sub-contractors.**

.b Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitutea waiver of that or any other right or remedy, nor shall it prevent or restrict the further exerciseo f that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the

##### 'further exercise of tl1at or any other rigt1t or remedy.

* 1. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion ofa provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original

**. provision.**

* 1. Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous proposals, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty

(whether made innocently or negligently) that is not set out in this proposal.

* 1. Customer who exports, re-exports or imports technology or technical data purchased hereunder assumes responsibility for complying with applicable U.S. and other laws and regulations, and for obtaining required export and import authorizations. Customer will comply with U.S. and other laws and regulations prohibiting

transfers, exports andr e e-x p orts to certain end-users and destinations or for certain end-uses, unless written

authorization is obtained from the appropriate government. AGILENT may suspend performance if Customer is in violation of applicable laws or regulations with respect to its acts or omissions under this Agreement.

* 1. No partnership or agency. Nothing inthe Contract is intended to or shall operate to createa partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or

**power).**

* 1. Third party rights. No one other than a party to the Contract, their successors and permitted assignees, shall

**have any right to enforce any of its terms.**

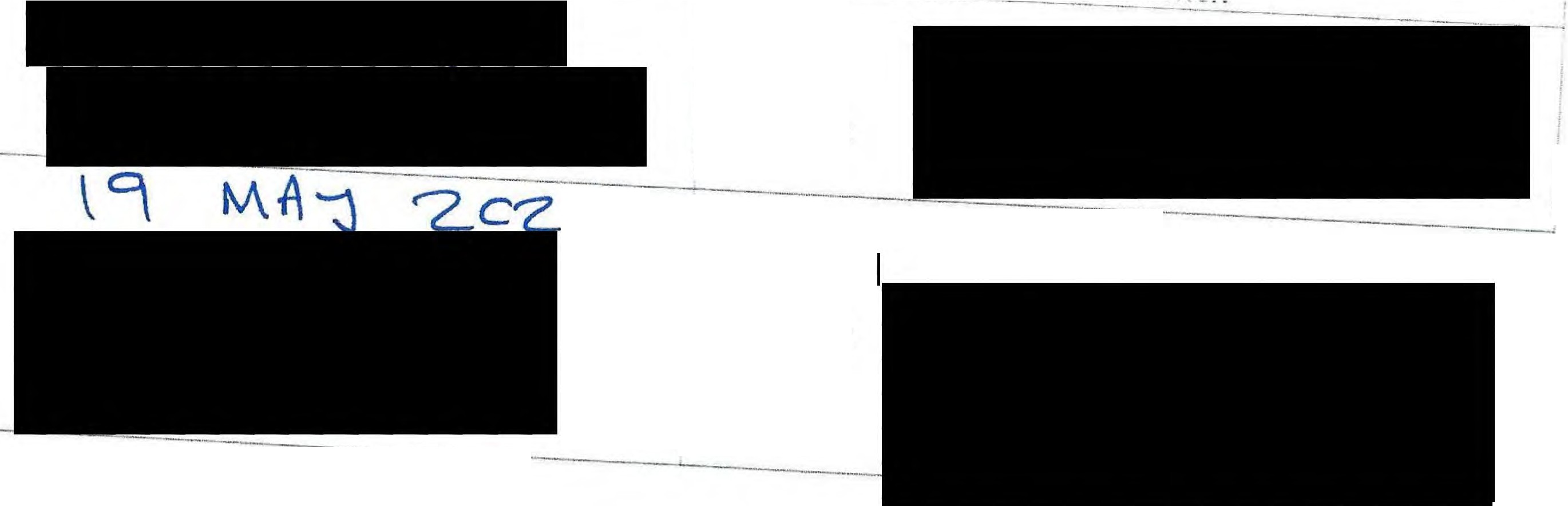
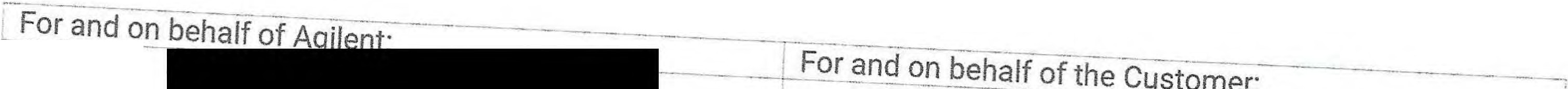
* 1. Notices. Any notice or other communication given to a party under or in connection with this Contract shall be In writing and may be delivered either by hand, by first-class post to either party's address as it appears in the Quote, or by email to the email address of either the Agilent Project Manager or the Customer Project Manager.

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### Agreement

eBnytisriegtny.ing below, the Customer agrees to the wording and conditions as stated in these Terms& Conditions *in* their



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**Appendix 1 -Technical Requirements**

**Software**

For theim p lemen ta t ion of this project, following software will be used (indicating options ava il a b le for customer

installation where applicab le):

1. The SLIMS Platform by Agilent
2. Operating System: CentOS Enterprise Linux or Red Hat Enterprise Linux\* or Microsoft Windows Server\*
3. Database\*: MySQL, MariaDB or *AS* SQL Server
4. Apache Tomcat

\* depending on the choice made, the necessary software licenses need to be foreseen by the Customer

**Connectivity**

The Customer provides remote access to the SLIMS server. Optimally, ssh access (over VPN) is provided at allt im es.

Hardware

The Customer will purchase the necessary hardware. This includes server hardware, barcode scanners and barcode

printers. Minimum server requirements for running SLIMS are:

1. Physical or virtual server
2. 2 CPU's or better
3. 16 GB of RAM or better
4. Min. 500Gb of storage space
5. Gb network connection

The SUMS Platform optionally (but highly recommended) dictates the use of barcode scanners and printers. The

Customer will need to provide these. Supported barcode printers include:

1. Brady IP
2. Brady BBP11 or BBP12
3. Brady BBP33
4. Thermo PrintMateTM Cassette Printer
5. CAB
6. ZPL printers

The following barcode scanner is recommended:

1. Honeywell 1O/2D barcode scanners, USB or Bluetooth

Furthermore, the SLIMS Platform needs to be installed within the same network range as the lab printers and computers

(either through physical network connects or via VPN bridges).

The Customer is responsible for the SLIMS Platform and data backups. Agilent recommends commercial backup

management software for both the database as well as the SLIMS files. However, if desired, Agilent can configure daily database dumps, provided the backup target can be mounted as a volume on the SUMS server (NFS, Samba, iSCSI). It is explicitly noted that the daily follow up and operations of these backup procedures falls under the responsibility of

the Customer.



**Support entitlement**

Each active SUMS Server subscription includes free access to Agilent's Jira Service Desk. After project completion, an accountis created for the institution and the service desk can be used for submitting issuse. Two types of issuesex is t.

**Product feature request**

This category allows customers to bring potentiaI additions to the functionality of the SUMS product to Agilenst' a ttent ion. The composition and timing of the SLIMS feature roadmap remains at all times the sole responsibility of Agilent, and no guarantee is given that suggested new features will be included in *the* product.

**Product support**

Agilent Support includes free problem resolution for defects or issues that can be clearly attributed toa SLIMS Platform under active support or any customization that was tested and validated during delivery, but fails to work as intended ina production system. All other cases will be billed against available Service Credits. In case no Service Credits are available, consulting service on a time and material basis will need to be purchased. For clarity, Agilent Support does not include problem resolution for configuration and customization of thep la t for m. 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

cus tom iz a t ion, in cul d ing but not limited to Groovy scripting, programming plugins, or configuring reports. Ass is tan ce with deve lop ment of programs that use Agilent provided Software Development Kit's (SOK) or App lci a t ion Programming Interface (API) are not included and may require ase p ar a te agreement.

Agilent usesa train the trainer approach and assumes that a local administrator can handle end user questions after administrator training. Therefore, basic SUMS administrator knowledge will be assumed in answering user questions. It is the customer's responsibility to ensure a trained SLIMS administrator is available to end users.

**Agilent offers optional training services for this purpose.**

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#### Customer Support Tracking System

Agilent uses Jira Service Desk to organize its support services for its customers, available at

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agilent.com/ support/. All incoming support requests will be classified by both the Customer and

Agilent's support staff as either "Low", "Medium" or "High". Support requests that come in via email or telephone will be converted by Agilent staff into a Jira Service Desk support ticket before being dealt with. The ticket timestamp serves

as the official request timestamp to calculate reaction time

#### Support Request Classification & Reaction Time

The following describes the normal timescale within which a new support request entered into the Jira Service Desk

shall be treated.

This depends on the category and the priority defined by the customer and potentially corrected by Agilent Support (in

its sole discretion) if the selected priority is deemed incorrect.

##### 1 Issue Category '! Jira Priority \ Classification Criteria & Res onse Time



I **Product Feature Request** Low

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l There is no guaranteed response time for Product Feature 1

! Request. t '

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l Product **Support** i Low

Used for issues that have no impact or very low impact to normal

· system operation. lr1cludes cosmetic defects or issues resulting in

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inconvenience to the customer.

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I Response time\*: within 2 days (16h) during Business Hours \*\*

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M edium Used when the system is partially usable or when normal operations 1 are interrupted due to application crashes, security flaws, etc. A workaround may be available that allows the customer to

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' I accomplisl1 their business objective without significant investment .

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l of time or money.

I l Response time\*: within 1 day (8h) during Business Hours\*\*

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l High I Used when the system is unusable or there is an issue that has .

I j broad impact on system functionality, including data integrity, or I

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data loss. No acceptable \I\Jorkaround is available.

Response time\*: within 4h during Business hours \*\*

\* *Time within which the* issue *will start being* addressed *(Time To First Resp onse-::TTFR)*

*\*\* Business Hours are defined* as *09:00 AM through 05:00 PM Monday through Friday for the local time of the*

*Support RequestorJ excludi11g holidays and weekends*

**APPENDIX** 3 - 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.

1. **SOFTWARE LICENSE TERMS**
   1. **AGILENT's License Grant.** Subject to these API Terms, AGILENT grants Customera limited, revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free license to access and use, and to permit its Licensed 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 purposeo f which is to perform the same or substantially similar functions as the SLIMS Platform or which replacesa material component of the SLIMS Platform. No license is granted to any third-party patents or other inteltectual 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.

* 1. **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. 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 ona 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.

1. **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 Licensed Users in accordance with this Agreement; (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.

1. **CUSTOMER OBLIGATIONS**
   1. Customer will comply ina 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.

* 1. Customer-developed Plugins (including those distributed or made available to other third parties by Customer) shall include and be governed by the applicable SLlMS Plugin license terms set forth in Exhibit A. AGILENT is not responsible for maintaining or supporting any such Customer-developed Plugins and provides no warranty

whatsoever regarding Customer-developed Plugins.

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1. **WARRANTY**

AGILENT licenses the SLIMS API and SLIMS Plugins to Customer on an "AS-IS" basis. AGILENT makes no representation with respect to the adequacy of any items in the SLIMS API or SLIMS Plugins for any particular purpose or with respect to their adequacy to produce any particular result. For SLIMS plugins developed in part with paid developmental support and assistance by AGILENT, the associated statement of work may set forth additional quality and usability terms. AGILENT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS, WITH RESPECT TO THE SLIMS API OR

**ANY SUPPORT SERVICES PROVIDED UNDER THESE TERMS.**

1. **INDEMNITY**

To the extent allowable by law, Customer agrees to defend, indemnify and hold AGILENT harmless from any and all claims or suits brought bya third party arising out of the development, distribution or use of any Customer­

Developed Plugins by Customer, or by Customer's employees, agents or subcontractors; provided, howeve,r that

Customer shall have no obligation to indemnify for any claim or suit to the extent it is based upona component or part of the Customer-Developed Plugin that was provided by AGILENT in connection with developmental support

**and assistance provided to Customer.**

1. **TERM AND TERMINATION**
   1. Thel icense under these Terms will commence on the Effective Date and will remain in effect until terminated

**by a party as provided herein.**

* 1. The license under these Terms may be terminated immediate.ly upon notice in writing:
     1. By either party if the other party is in material breach of any of its obligations hereunder and fails to remedy such breach within thirty (30) days of receipt of a written notice by the other party which specifies the

**material breach.**

* + 1. By AGILENT if Customer's use of the SLIMS API or SLIMS Plugins: (i) posesa security risk to the SLIMS API, SLIMS Platform or any third party, or adversely impacts the SLIMS API, SLIMS Platform or the data or systems of any AGILENT customer, (ii) may subject AGILENT or a third party to liability; or (iii) may be **fraudulent or in violation of applicable law or regulation.**
  1. The license under these Terms will automatically terminate upon termination or expiry of Customer's license

**to the SLIMS Platform.**

**Exhibit A - SLIMS Plugin Licenses**

**AGILENT-Developed Plugin License**

**Copyright 2020 Agilent Technologies Inc.**

Use by Customer and its Affiliates of AGILENT-Developed Plugins in executable or binary form is permitted for Customer's internal business purposes with the SLIMS Platform provided that the following conditions are met:

1. No redistribution of AGILENT-Developed Plugins by Customer is permitted (except to Customer's Affiliates and

**Licensed Users).**

1. Neither the name of the copyright holder nor the names of its contributors may be used to endorse or promote products associated with AGILENT-Developed Plugins without specific prior written permission from AGILENT.

AGILENT-DEVELOPED PLUGINS ARE PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED **WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO**

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PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**Sample Plugin License**

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* 1. Redistribution of Sample Plugins in source code, executable or binary form must retain the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
  2. Neither the name of the copyright holder nor the names of its contributors may be used to endorse or promote products associated with Sample Plugins without specific prior written permission from Agilent Technologies Inc.

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**Customer-Developed Plugin License**

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