

RAPID MICRO BIOSYSTEMS, INC.
TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service (“**Agreement**”) apply to all professional services and maintenance and support services (“**Services**”) provided by Rapid Micro Biosystems, Inc., 25 Hartwell Ave., Lexington, MA 02421, USA (“**Rapid**”). This is a valid agreement between Rapid and the customer who receives the Services and who is named on an accepted statement of work or order (“**Customer**”). This Agreement applies to and is incorporated into all quotations submitted by Rapid (“**Quote(s)**”) and to Customer’s statement of work or order (“**Order**”) for the Services. All Services shall be described on the face of each Quote or accepted Order. This Agreement shall take precedence over any terms and conditions which appear in Customer’s Order or in any documents incorporated by reference in Customer’s Order. No term or condition in addition to or different from the terms and conditions contained herein shall become part of any such contract unless explicitly referenced and agreed to in writing by Rapid’s authorized officer or representative at our principal office in Lexington, Massachusetts. Rapid’s failure to object to any provision contained in any communication from Customer shall not be construed as a waiver of these terms and conditions nor as an acceptance of any such provision. IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE AS PART OF A BINDING SALES CONTRACT BETWEEN CUSTOMER AND RAPID, CUSTOMER MUST SO NOTIFY RAPID AT ONCE IN WRITING. Use by Customer of any Services, or payment by Customer of any invoice under this Agreement, shall be conclusively deemed acceptance of these the terms and conditions of this Agreement.

1. TERM OF AGREEMENT

This Agreement shall remain in effect from the Effective Date until terminated as provided herein. Services that are professional services (such as for validation or installation) shall be provided as set forth in a Quote or Order. Services for maintenance and support may be provided for a paid subscription period of time as set forth in a Quote or Order (“**Subscription Term**”). Or, if no Subscription Term is stated on such Order, the Subscription Term for maintenance and support Services shall be for a period of twelve (12) months from the date of the start of the Services . The Agreement may be extended for additional terms upon mutual written agreement of the parties.

2. MAINTENANCE AND SUPPORT SERVICES. The maintenance and support Services are a package covering preventive maintenance and repairs for the Growth Direct System (the “**System**”) and include the following:

2.1. Repair and/or preventive maintenance service shall be offered as described in Rapid Service and Technical Support Offerings attached hereto as Exhibit A (“**Services**”). The services to be performed by Rapid will repair or maintain (whichever is applicable, as determined by Rapid) the Rapid System (the “**System**”) in good operating condition and in material compliance with the written specifications for such Rapid Systems.

2.2. Preventive maintenance for the System will be scheduled in advance and will be provided every six (6) months in accordance with the current Preventive Maintenance checklist.

2.3. After Customer notifies Rapid in writing of the need for repair service, Rapid will use reasonable commercial efforts to perform the Services after a diagnosis is made as to the probable cause(s) within the designated time of the Service Level Agreement selected by the Customer. The Customer will use its best efforts to describe the condition of the System and provide adequate symptom and unmet expectation information on a timely basis such that a diagnosis can be made. Parts and components replaced or otherwise utilized in the repair of the System may be either new or refurbished at the discretion of Rapid.

2.4. Rapid shall be released from its obligations under this Agreement and may terminate/cancel this Agreement if the Customer makes significant alterations or modifications to the System; performs, or

attempts to perform, services on the System, or any portion thereof; or causes damage to the System due to neglect or willful misconduct.

2.5. The cost of Consumables and Parts supplied by Rapid in performing the Services is the responsibility of the Customer and is in addition to the fees for the Services. “**Consumables**” means Rapid’s Growth cassettes used with the Growth Direct System.. “**Parts**” means the usual and customary instrument parts, supplies and other items, which are expendable by their nature or intended use, and those that are listed in the applicable System user’s manual. The Services also do not include: (i) painting or refinishing; inspecting altered Systems; making specification changes or performing services in connection with relocating the System; adding or removing accessories, attachments, or other devices; or performing routine customer procedures as identified in the operator’s manual; (ii) electrical or plumbing work external to the System; maintenance of accessories, alterations, attachments, or other devices not furnished by Rapid; (iii) Services which are unreasonable for Rapid to render because of alterations or attachments; and (iv) labor and supplies required to decontaminate the System in preparation for servicing.

3. TERMS OF PAYMENT

3.1. Customer shall pay Rapid, on an annual basis, according to the level of service selected by Customer in the Order at the price listed in the Quote. Costs for Consumables will be invoiced at the time they are ordered. Customer shall be responsible for all taxes and duties applicable to the provision of the Services, Consumables and other goods and services provided hereunder, and for the Customer’s receipt and use thereof, including without limitation any applicable, sales, use, value added, excise and import taxes (excluding taxes on Rapid’s income and payroll).

3.2. Payments are due upon receipt of Rapid’s invoice. Invoices not paid timely are subject to the lesser of fifteen percent (15%) per annum or the maximum prevailing legal interest rate, calculated from date of delinquency through the date payment is made in full. If Rapid retains a collection agency and/or attorney to collect unpaid amounts, Rapid may invoice Customer for, and Customer shall pay, all costs of collection including, without limitation, reasonable attorneys’ fees. Customer’s payment obligations under this Section 3.2 shall survive any termination or expiration of this Agreement.

4. CERTIFICATION OF RAPID SYSTEM.

As a condition precedent to Rapid’s obligations hereunder, the System must either be under warranty or an Rapid Service Agreement prior to the effective date of this Agreement. If it is not, Rapid will set up an inspection call to inspect the System at Customer’s site to determine if it is in good working order. If the inspection shows that the System is not in good working order, Rapid will (at Customer’s expense) provide the Services necessary to ensure the System meets Rapid’s product specifications. Parts and labor for provision of these initial inspections and services will be billed to the Customer at prevailing rates.

5. LIMITED WARRANTY; DISCLAIMER

Rapid warrants all work performed pursuant to Paragraph 3 will be performed in a professional and workmanlike manner. Customer’s exclusive remedy for breach of the foregoing warranty shall be re-performance of the Services at no additional cost to Customer. RAPID MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

6. TERMINATION

Rapid may suspend Services and terminate/cancel this Agreement if: (1) the Customer fails to pay Rapid

any charges required to be paid hereunder; (2) the Customer is in default of any provisions of this Agreement and such default is not cured within thirty (30) days after Rapid gives notice thereof pursuant to Section 14; or (3) the Customer becomes insolvent or seeks protection, voluntarily or involuntarily, under any reorganization or bankruptcy law.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RAPID'S LIABILITY FOR DAMAGES TO CUSTOMER FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, SHALL NOT EXCEED THE PAYMENT RECEIVED FROM CUSTOMER FOR THE SERVICES. TO THE EXTENT APPLICABLE LAW LIMITS OR PROHIBITS ANY OF THE LIMITATIONS SET FORTH IN THIS SECTION, THE REMAINING PORTIONS SHALL BE ENFORCED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

8. CONFIDENTIALITY

8.1. Each party (the "receiving party") agrees that it will maintain the other party's (the "disclosing party's") confidential and proprietary information in confidence, will not disclose or disseminate such information to any third party, without the disclosing party's express, prior written consent, and will use such information only for the purposes of fulfilling its obligations under this Agreement. The receiving party agrees that it will disclose the confidential and proprietary information provided by the disclosing party only to the receiving party's employees, officers, directors, and consultants who have a need to know the information and who are bound by obligations of confidentiality and non-use at least as protective as the terms set forth herein.

8.2. The foregoing limitations shall not apply to information which the receiving party can demonstrate was (1) in the public domain at the time of its disclosure by the disclosing party, (2) in the receiving party's possession at the time of its disclosure by the disclosing party and was not acquired directly or indirectly from the disclosing party, (3) published or became part of the public domain after its disclosure by the disclosing party through no act or failure on the receiving party's part, (4) obtained by the receiving party without obligation of confidentiality from a third party not owing obligations of confidence to the disclosing party, or (5) independently developed by the receiving party without use or reference to the confidential and proprietary information of the disclosing party. The receiving party may disclose confidential and proprietary information of the disclosing party to the extent required to be disclosed by an order of a governmental agency, legislative body or court of competent jurisdiction; provided that the receiving party provides the disclosing party with prompt written notice of such request or requirement and discloses only that information which is necessary to comply with such order.

8.3. The receiving party acknowledges that unauthorized use or disclosure of the disclosing party's confidential and proprietary information may cause irreparable harm that cannot be fully compensated by the payment of money damages alone, and consequently in the event of an actual or threatened breach of this Section 9 the disclosing party shall have the right to seek equitable relief (including without limitation injunctive relief) in addition to and not in lieu of any other remedies available at law, without the need for proving actual damages or posting a bond.

8.4. Upon termination or expiration of this Agreement, or at any time upon written request of the disclosing party, the receiving party will return or destroy all confidential and proprietary information provided by the disclosing party (and all copies thereof), provided that the receiving party may retain a reasonable number of copies in order to ensure compliance with this Section 9. The terms of this Section 9 shall apply at all times during and after the Term of this Agreement, provided however that if applicable

law prohibits indefinite confidentiality terms, the terms of this Section 9 shall survive this Agreement's termination or expiration for as long as is permissible under applicable law. Any information provided hereunder that is a trade secret under applicable law shall remain subject to the confidentiality and non-use provisions of this Section for as long as such information remains a trade secret under applicable law.

9. RAPID'S EMPLOYEES AND INSURANCE

9.1. Any portion of the Services to be provided on Customer's premises by Rapid's employees, agents, or contractors shall be performed by properly qualified, factory trained, and supervised personnel. Rapid shall instruct all of its employees, agents, and contractors that they shall (i) enter and leave Customer's premises in compliance with Customer's site entry and exit procedures, and (ii) conduct themselves on Customer's premises in a professional and workmanlike manner and in full compliance with Customer's rules for site security, environmental compliance, and health and safety that have been communicated to Rapid's personnel.

9.2. Rapid shall maintain worker's compensation, automobile, and general liability insurance in effect and shall provide a certificate of insurance to Customer upon request by Customer.

10. FORCE MAJEURE

Rapid shall not be responsible for any loss, damage, or delay, or failure to provide Service caused by acts of government, strikes, fire, explosions, theft, riots, flood, civil disorder, war, unusually severe weather, acts of God, the failure of others to supply parts, materials, or supplies in a timely manner, or any other cause beyond Rapid's reasonable control.

11. COMPLIANCE WITH LAWS

Rapid represents and warrants that the performance of the Services and the furnishing of goods and/or services called for by this Agreement shall be in accordance with the applicable federal, state, or local laws, rules, and regulations.

12. NOTICES

All notices, requests, demands, and other communications relating to this Agreement which Rapid is required or desires to give to Customer shall be directed to Customer at the address set forth on the Order. All notices, requests, demands, and other communications relating to this Agreement which Customer is required or desires to give to Rapid shall be directed to Rapid at the following address: **Field Service, Rapid Micro Biosystems, Inc., 1001 Pawtucket Blvd. Lowell, MA 01854, facsimile: 978-349-2065 telephone: 978-349-3200**. Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing, shall be served by hand, telephone facsimile (with receipt confirmed by telephone), or by certified mail or by a nationally recognized and reputable courier service (e.g., FedEx, UPS), and shall take effect on date of service or three (3) days after the date of mailing, as appropriate.

13. INDEPENDENT CONTRACTORS

Rapid is an independent contractor of the Customer. Nothing herein is intended to or shall be interpreted to make the parties agents, partners, joint venturers, or employees or employers of one another.

14. MISCELLANEOUS

The validity, construction and interpretation of this Agreement and Customer's and Rapid's rights and

duties shall be governed by the laws of the Commonwealth of Massachusetts without regard to its principles of conflicts of laws. The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Massachusetts and waives any other venue to which it may be entitled by domicile or otherwise. In the event of any legal proceeding between Rapid and Customer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement between Rapid as seller and Customer as purchaser relating to the sale of the Products and contains the final, complete and exclusive statement of representations made by Rapid. Rapid shall not be bound by any representation, promise or inducement of any kind unless set forth herein and shall not be bound except to Customer as purchaser by any representation or promise made herein.

No waiver, alteration or modification of, or addition to, any of the provisions of this Agreement shall be binding upon Rapid either party unless in writing and signed by both parties' duly authorized representative and by Customer. In case of a conflict between the terms and conditions on the face of the Quote or an Order and this Agreement, this Agreement shall control unless specifically amended by written agreement of the parties.

Neither Party will make any separate public announcement regarding this Agreement or any of the contents contained herein without the prior written consent of the other Party. Notwithstanding the foregoing, Rapid may use the Customer's name and marks in any general listing of customers of Rapid (including on Rapid's website), use Customer's name in connection with proposals to third parties, and otherwise refer to Customer in print or electronic form for marketing, reference and other business purposes.

This Agreement will be binding upon, and inure to the benefit of Customer and Rapid and Rapid's respective legal representatives, successors and permitted assigns. This Agreement is personal to Customer, and Customer may not assign any of Customer's rights or delegate any of Customer's obligations hereunder, in whole or in part, without Rapid's prior written consent which may be withheld for any reason.

If any term or condition of this Agreement is determined to be or becomes invalid, illegal or otherwise unenforceable, then such provision will instead be construed to give effect to its intent to the maximum extent possible, and the validity, legality and enforceability of the other provisions of this Agreement shall not be affected thereby. If, after application of the immediately preceding sentence, any term or condition of this Agreement is determined to be or becomes invalid, illegal or unenforceable, such provision shall be severed, and after any such severance, all other provisions hereof shall remain in full force and effect. Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, or by an overnight express service to a party at the address specified herein or at such other address as either party may from time to time designate to the other. Payment obligations that accrued prior to the effective date of termination or expiration of this Agreement, and the disclaimer in Sections 5, and Sections 6, 7, 8, and 14 shall survive termination or expiration of this Agreement.

Exhibit A

| Rapid Micro Biosystems Field Repair Services | | | |
|----------------------------------------------------------------------|---------------|------------------------|------------------------|
| Service Type | Service Level | | |
| | A | B | C |
| Service Interventions | | | |
| Remote System Monitoring | ● | ● | ● |
| Response Time Phone (within 24 hr.) ¹ | ● | ● | ● |
| Response Time (onsite) ¹ | 24 | 48 | 72 |
| Service Visits | Included | Included | Included |
| Travel Costs | Included | Included | Included |
| Service Parts ² | Included | Included | Included |
| Applications Support | 10 days | 5 days | Available ³ |
| Preventive Maintenance Services | | | |
| Weekly Review of System Logs | ● | ● | ● |
| Six Month | | | |
| Proactively address any wear points | ● | ● | ● |
| Alignment of mechanical parts in the input/output queue | ● | ● | ● |
| Alignment of mechanical parts in the incubator | ● | ● | ● |
| Alignment of mechanical parts in the imager | ● | ● | ● |
| Mandatory software/hardware upgrades | ● | ● | ● |
| Clean all air filters | ● | ● | ● |
| Inspect all pneumatic lines and cabling | ● | ● | ● |
| Check all belts and sensors | ● | ● | ● |
| Twelve Month | | | |
| Proactively address any wear points | ● | ● | ● |
| Alignment of mechanical parts in the input/output queue | ● | ● | ● |
| Alignment of mechanical parts in the incubator | ● | ● | ● |
| Alignment of mechanical parts in the imager | ● | ● | ● |
| Alignment of mechanical parts | ● | ● | ● |
| Testing CRU temperature | ● | ● | ● |
| Testing Light LED function | ● | ● | ● |
| Incubator cleaning | ● | Available ³ | Available ³ |
| Incubator temperature calibration and mapping | ● | Available ³ | Available ³ |
| Training - basic system training or refresher training for operators | ● | ● | ● |
| Mandatory software /hardware upgrades | ● | ● | ● |
| Replace all air filters | ● | ● | ● |
| Inspect all pneumatic lines and cabling | ● | ● | ● |
| Check all belts and sensors | ● | ● | ● |
| Software Upgrades | | | |
| Mandatory upgrades | ● | ● | ● |
| Annual upgrades | ● | Available ³ | Available ³ |
| Requalification documents | ● | ● | Available ³ |

¹ Weekdays

² Does not include consumables, carousels, barcode labels or damaged parts due to misuse

³ Please call for a quote on this service

