

**RAPID MICRO BIOSYSTEMS, INC.
END USER LICENSE AGREEMENT**

This End User License Agreement (“Agreement”) applies to all software products licensed from Rapid Micro Biosystems, Inc., 25 Hartwell Ave., Lexington, MA 02421, USA (“**Rapid**”), for use with the Rapid Growth Direct System. This is a valid agreement between Rapid and the customer who acquires the System and software (“**Customer**”) and who is named on an accepted Order (defined below).

BY USING, RUNNING, OR ACCESSING THE SYSTEM AND/OR THE SOFTWARE PRODUCTS PROVIDED BY RAPID, CUSTOMER ACCEPTS AND AGREES TO THE FOLLOWING TERMS AND CONDITIONS.

1. LICENSE GRANT

1.1 License Grant for System Software. Rapid grants to Customer a non-exclusive, non-transferable, perpetual, limited license to use the System Software, only in connection with the particular hardware of a purchased System, in object code form only, and the related Documentation, subject to the payment of the applicable one-time license fees when due, the terms and conditions of this Agreement and the applicable Order, and subject to the limitations in Section 2 below.

1.2 License Grant for Modules. Rapid grants to Customer a non-exclusive, non-transferable, limited license to use the Modules in object code form only, only in connection with the particular hardware of a purchased System, in object code form only, and the related Documentation, for the applicable Subscription Period, subject to the payment of applicable recurring Subscription Fees when due, the terms and conditions of this Agreement and the applicable Order, and subject to the limitations in Section 2 below.

1.3 All rights not expressly granted to Customer herein are reserved to Rapid and its licensors.

2. LIMITATIONS ON SOFTWARE LICENSE

2.1 License Limitations. All Software is licensed not sold. Customer shall only use the Software on or in connection with the System and in accordance with this Agreement, the Documentation, and the applicable Order. Customer shall not, and shall not permit others to:

- a. copy, modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Software, including without limitation, work around any technical limitations of the Software or change the Software or System date or time;
- b. rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available, commercially exploit, or make available the Software to any third party in any way;
- c. reverse assemble, reverse compile or otherwise translate the Software, except as expressly permitted by law and only if: (i) such right may not be waived by contract; (ii) the information to be gained thereby has not already been made readily available to Customer or has not been provided by Rapid within a reasonable time after a written request by Customer to Rapid to provide such information; (iii) the information gained is not used for any purpose other than as expressly permitted by law and is not disclosed to any other person; and (iv) the information obtained is not used (A) to create a computer program substantially similar in its expression to the Software, including without limitation expressions of the Software in other computer languages, or (B) for any other act restricted by the terms of this Agreement.
- d. create Internet “links” to the Software on any other server or wireless or Internet-based device;

- e. remove any copyright, trademark or other proprietary notices of Rapid or its licensors affixed to or displayed on the System, the Software or the Documentation, or otherwise change any such notices, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to the Software, or Documentation;
- f. use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable laws;
- g. use the Software for purposes of: (i) benchmarking or competitive analysis of the Software; (ii) developing, using, or providing a competing software product or service; (iii) building a product using similar ideas, features, functions, or graphics of the Software; or (iv) any other purpose that is to Rapid's detriment or commercial disadvantage;
- h. use the Software in the planning, design, construction, maintenance, control, or direct operation of nuclear facilities, aircraft navigation, control or communication systems, chemical or biological weapons, missile projects, or weapons systems, unless specifically authorized by the U.S. government or the appropriate European body for such purposes;
- i. use the Software in or in connection with the design, construction, maintenance, operation, or use of any life-support systems, hazardous environments, safety response systems, other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage;
- j. use the Software or Documentation in any manner or for any purpose or application not expressly permitted by this Agreement; or
- k. use any open source components in any manner or for any purpose or application not expressly permitted by the controlling open source license.

2.2 No Implied License. Customer acknowledges and agrees that this Agreement in no way shall be construed to provide to Customer, or any third party, any express or implied license to use, copy or otherwise exploit the Software or any portion thereof (including any Intellectual Property Rights embodied therein) except as expressly set forth herein. All rights not expressly granted herein are reserved to Rapid and its licensors.

3. MAINTENANCE AND SUPPORT SERVICES

3.1 System Maintenance and Support Services for System Software. Maintenance and support services for System Software is separate from Maintenance and Support for the System (equipment) and are subject to payment of applicable recurring fees for System Software Maintenance and Support when due, as set out in the applicable Order. System Software Maintenance and Support shall include System Software Updates but not new Versions, unless purchased.

3.2 Module Maintenance and Support Services. Module Maintenance and Support Services are included within the recurring Subscription Fees for Modules, subject to payment of applicable Subscription Fees when due, as set out in the applicable Order. Module Maintenance and Support Services shall include Module Updates but not new Versions, unless purchased.

- (a) Support Service Exceptions. Rapid has no obligation to provide Support Services for Software designated as obsolete by Rapid in written notice to Customer or otherwise posted on Rapid's website; or, relating to errors that, in whole or in part, that arise out of or result from any of the following:
 - (b) Software, or the media on which it is provided, that is modified or damaged by Customer or any third party;
 - (c) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the

Software in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation[, unless otherwise expressly permitted in writing by Rapid;

(d) any negligence, abuse, misapplication, or misuse of the Software other than by Rapid Personnel, including any Customer use of the Software other than as specified in the Documentation [or expressly authorized in writing by Rapid;

(e) any Customer failure to promptly accept installation of any Software Update that Rapid has previously made available to Customer;

(f) any relocation[, installation or integration] of the Software other than by Rapid Personnel;

(g) breach of or noncompliance with any material provision of this Agreement or the End User License Agreement by Customer or any of its Representatives.

3.3 Security Measures. The Software contains technological measures designed to prevent unauthorized or illegal use of the Software and diagnostic tools. Customer acknowledges and agrees that Rapid may use these and other lawful measures to verify Customer's compliance with the terms of this Agreement and enforce Rapid's rights, including all Intellectual Property Rights, in and to the Software. Subject to authorization by Customer, Rapid may use System Software to provide remote, predictive maintenance of the System,

3.4 Subcontractors. Customer acknowledges and agrees that Rapid may in its sole discretion engage, or has engaged subcontractors to perform Support Services, and/or Professional Services under this Agreement.

4. PRICE AND PAYMENT

The purchase price to be paid for the Software, Modules, System Maintenance and Support Services, and other services, shall be itemized separately, at Rapid's then applicable prices, as shown in quotations supplied by Rapid to Customer (the "**Quotation**"). Quotations shall not include the amounts that Customer has to pay for any applicable taxes.

5. CUSTOMER DATA

5.1 Customer Representations and Warranties. The Customer represents and warrants that: (i) it owns Customer Data or has all necessary rights to use and input Customer Data into the System; (ii) Customer Data will not infringe upon any third-party Intellectual Property Rights, violate any privacy rights or be defamatory to any third party; and (iii) Customer will provide all necessary notifications and obtain any necessary consent from any data subjects in accordance with the applicable laws and regulations relating to any Customer Data. Rapid is not and shall not be liable for Customer Data.

5.2 License. Notwithstanding anything to the contrary contained herein, Customer hereby grants to Rapid an irrevocable, fully paid up, worldwide, royalty free, non-exclusive, perpetual, transferable, sublicensable license to use the Customer Data to: (i) provide the Services to Customer; (ii) analyze the Customer Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the Services, create new products and services, and share and/or license aggregate and anonymized data to Affiliates, agents, business partners, and other third parties, only in connection with the provision of Services hereunder; and (iii) for Rapid's internal purposes to improve the Services and products, and any other uses disclosed in or related to performance under this Agreement.

6. DATA SECURITY

Rapid shall maintain and enforce reasonable technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of the Customer Data, in accordance with Rapid's internal information security policies and plans. Customer shall be responsible for backing up its own Customer Data.

7. OWNERSHIP

Except for the license granted hereunder, all rights, title and interests, including without limitation, all worldwide Intellectual Property Rights, and all modifications, enhancements and improvements, in and to the Software, Documentation, Updates, Modules and Versions are retained by Rapid and its licensors. Customer agrees that it shall not do, or cause to be done, any acts or things contesting or in any way impairing or tending to impair any portion of the right, title and interest of Rapid or its licensors in and to such Intellectual Property Rights.

8. DISCLAIMERS; LIMITATIONS OF LIABILITY

8.1 The Software shall perform in accordance with the Documentation during the Subscription Period. **EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED BY RAPID IN THIS SECTION ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND RAPID MAKES NO OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, COURSE OF DEALING, OR OF TRADE WITH RESPECT TO ITS SOFTWARE, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. CUSTOMER'S EXCLUSIVE REMEDIES AND RAPID'S SOLE LIABILITY FOR ANY NON-CONFORMITY OR DEFECT IN THE SOFTWARE SHALL BE THOSE EXPRESSED HEREIN. RAPID PROVIDES NO WARRANTIES FOR SOFTWARE DESIGNATED AS OBSOLETE BY RAPID EITHER IN WRITTEN NOTICE TO CUSTOMER OR OTHERWISE POSTED ON RAPID'S WEBSITE.** Customer shall be solely responsible for, and Rapid shall have no obligation to honor, any promises or warranties that Customer may provide to its customers or any third party with respect to any results provided to, or generated by, or as the result of the implementation of the Software. Customer shall indemnify, defend and hold harmless Rapid from and against any and all losses, damages, liabilities, and expenses, including reasonable attorney's fees, arising out of, related to or in connection with any such promises or warranties, whether express, implied, statutory or otherwise, and to pay any settlement or damages awarded a third party as a result of any action based on such promise or warranty.

8.2 Ultrahazardous Activities. The Software is not fault-tolerant and is not designed, manufactured or intended for use in any environment in which the failure of the Software could lead to death, personal injury, or severe physical or environmental damage, including, without limitation, in the design or operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems or in the on-line control of equipment in any hazardous environment requiring fail-safe performance ("Ultrahazardous Activities"). Rapid specifically disclaims any express or implied warranty of fitness for Ultrahazardous Activities. Customer represents and warrants to Rapid that Customer will not use or otherwise provide the Software for such purposes. Customer agrees and undertakes to indemnify, defend and hold harmless Rapid from and against any and all Losses arising out of, related to or in connection with any such Ultrahazardous Activities.

8.3 LIMITATIONS ON REMEDY. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL RAPID BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES,

OR FOR DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, DOWNTIME, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR LOSS OF REVENUE, PROFITS, GOODWILL, OR BUSINESS OR OTHER FINANCIAL LOSS, SUSTAINED BY LICENSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT, CAUSED BY OR RELATED TO THE SOFTWARE OR DOCUMENTATION, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT RAPID IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AS SET FORTH IN THE TERMS, TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL RAPID'S AGGREGATE LIABILITY TO LICENSEE FOR DAMAGES OF ANY TYPE ARISING OUT OF OR RELATED TO THE TERMS (INCLUDING THIS AGREEMENT) EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR PRODUCTS HEREUNDER. RAPID SHALL HAVE NO LIABILITY WHATSOEVER, AND DISCLAIMS ALL LIABILITIES, UNDER THIS AGREEMENT WITH RESPECT TO THE SOFTWARE.

9. LIMS SOFTWARE PROFESSIONAL SERVICES

Rapid shall provide professional services to Customer to implement the integration of Customer's LIMS platform with System Software, subject to payment of Rapid's then applicable fees, which may be charged in advance of services. Customer shall be responsible to license LIMS Software.

10. TERM; TERMINATION

This Agreement shall continue so long as a Subscription Period is in effect; provided, that Customer uses the Software in compliance with this Agreement. Should Customer materially breach any of its obligations hereunder, this Agreement shall automatically terminate. Upon termination of this Agreement, the license and Subscriptions granted herein shall immediately terminate. Termination of this Agreement shall not relieve Customer from paying all fees accruing prior to termination. Sections 2, 5, 7, 8, 10, 11, 12 and 13 shall survive termination of this Agreement.

11. DEFINITIONS

"Affiliates" means any entity that, directly or indirectly, Controls, is Controlled by, or is under common Control with a specified entity, and for purposes of this definition, "Control" (and with correlative meanings, the terms "Controlled by" and "under common Control with"), means the direct or indirect beneficial ownership of at least fifty (50%) percent of the voting stock of, or at least a fifty (50%) percent interest in the income of, such corporation or entity, or the power to elect at least fifty (50%) percent of the directors or trustees of such corporation or entity, or majority control of such corporation or entity, or such other relationship which in fact constitutes actual control.

"Customer Data" means any and all data, including all text, records, files, databases, images, graphics, photographs, and other information, which Customer or its Affiliates enter into, or use in connection with the Software, excluding Rapid Data (defined herein) and all results from processing the same in the course of using the Software.

"Documentation" means the user and technical information, provided to Customer by Rapid, regarding the access and use of the Software, which includes any on-line help system describing the operation of the Software under normal circumstances.

"Effective Date" means the date this Agreement becomes effective, and which is the date on which the System or Software is received by Customer.

"Intellectual Property Rights" means any (i) copyrights and copyrightable works, whether registered or unregistered; (ii) trademarks, service marks, trade dress, logos, registered designs, trade and business

names (including internet domain names, corporate names, and e-mail address names), whether registered or unregistered; (iii) patents, patent applications, patent disclosures, mask works and inventions (whether patentable or not); (iv) trade secrets, know-how, data privacy rights, database rights, know-how, and rights in designs; and (v) all other forms of intellectual property or proprietary rights, and derivative works thereof, in each case in every jurisdiction worldwide.

"Module(s)" means a software application that may be added onto the System Software for additional features or functionality under a separate Subscription, and not provided with System Software or System Maintenance and Support Services.

"Module Maintenance and Support" means the services provided by Rapid to maintain and support the Modules licensed by Customer, including Updates to Modules.

"Order" means a written or electronic order for Rapid's products and services placed by Customer and accepted in writing by Rapid.

"Rapid Data" means any and all data, including all text, records, files, databases, images, graphics, photographs, and other information, content, and materials, which Rapid and/or its Affiliates provide in connection with the Software and/or Services, excluding Customer Data (defined herein).

"Services" means the maintenance and support services and any professional services provided by Rapid to Customer.

"Software" means all firmware, computer programs, data, databases, data compilations, and applications provided under license by Rapid to Customer, including System Software and Modules.

"Subscription" means the particular license rights to the Modules granted by Rapid to Customer for the Subscription Period and related responsibilities, as described in this Agreement.

"Subscription Fee(s)" means, in U.S. Dollars, the fee to license particular Modules during the corresponding Subscription Period.

"Subscription Period" means the period during which Customer may license certain Modules for which Customer has paid Subscription Fees in accordance with the applicable Order and this Agreement.

"System" means the Rapid Growth Direct® System instruments, hardware and equipment that is purchased or otherwise provided to the Customer by Rapid.

"System Maintenance and Support Services" means the services provided by Rapid to maintain and support the System and System Software, including Updates to System Software.

"System Software" means the computer programs provided with, and residing on, or downloadable onto, particular hardware of, the System, necessary to operate the System.

"Term" means the period of time this Agreement is in effect, including all Subscription Periods.

"Update" means any patch, bug fix, correction, enhancement, minor release, or other modification by Rapid to Software, that is generally small in scope, made generally available by Rapid to all its paid Subscription customers.

“Version” means a major release of the Software, which includes the introduction of a significant new feature or functionality (as may be indicated by Rapid’s designation of a new version number), which Rapid, in its sole discretion, may make available for Subscription.

12. EXPORT CONTROL

Customer shall not transfer, either directly or indirectly, the Software or the Documentation, either in whole or in part, to any destination subject to export restrictions under United States law, unless prior written authorization is obtained from the appropriate United States agency and shall otherwise comply with all other applicable import and export laws, rules and regulations in connection with the Software and Documentation.

13. MISCELLANEOUS

13.1 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.

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

13.3 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.

13.4 This Agreement will be binding upon, and inure to the benefit of, Customer and Rapid and their 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.

13.5 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.

13.6 Restricted Rights. Any use of the Software by the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Rapid, with the address first set forth above.