

RAPID MICRO BIOSYSTEMS, INC. TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service ("**Agreement**") apply to all maintenance and support services for equipment and software ("**Products**") purchased from Rapid Micro Biosystems, Inc. 25 Hartwell Ave., Lexington, MA 02421, USA ("**Rapid**"). This is a valid agreement between Rapid and the customer who acquires the Products and who is named on an accepted order ("**Customer**"). This Agreement applies to and is incorporated into all quotations submitted by Rapid ("**Quote(s)**") and to Customer's submission of an order ("**Order**") for the Products. All Services shall be described on the face of each Quote.

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. Retention by Customer of any Products, or payment by Customer of any invoice under this Agreement, shall be conclusively deemed acceptance of the terms and conditions of this Agreement.

1. Term of Agreement. This Agreement shall remain in effect for the duration of the term stated on the Quote, or, if no term is stated on the Quote, the term of this Agreement shall be for a period of twelve (12) months from the date of the Customer's Order for the Services ("the Term"), unless earlier terminated or canceled, as provided herein. The Agreement may be extended for additional terms upon mutual written agreement of the parties.

2. Performance of Services. The Services are a package covering preventive maintenance and repairs for the Growth Direct System (the "**System**") and Software (defined below) 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 System and Software in good operating condition and in material compliance with the written specifications for the Systems and Software.

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; causes damage to the System due to neglect or willful misconduct; or fails to accept or install System Software Updates (defined below) when due.

2.5. The cost of consumables supplied by Rapid in performing the Services is the responsibility of the Customer and is in addition to the fees for the Services. Consumables include Rapid's Growth Cassette consumables and 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. Maintenance Releases. During the Term, Rapid will provide Customer with all System Software Updates (defined below) but not new Versions (defined below), unless purchased, under the terms and conditions set forth in the Rapid Micro Biosystems, Inc. End User License Agreement. "**Software**" means all firmware, computer programs, data, databases, data compilations, and applications provided under license by Rapid to Customer, including System Software and Modules, and any and all copies thereof. "**System Software**" means the computer programs provided with, and residing on, or downloadable onto, particular hardware of, the System, necessary to operate the System. Customer may also purchase separate "**Module(s)**" which 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. "**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.

4. Charges.

4.1. Customer shall pay Rapid, on an annual basis, according to the level of service in the contract 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). 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 4.2 shall survive any termination or expiration of this Agreement.

5. Certification of Rapid System. As a condition precedent to Rapid's obligations hereunder, the System must either be under warranty or a 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.

6. 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. **EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS SECTION 7, THE SERVICES ARE PROVIDED "AS IS" AND RAPID MAKES NO OTHER WARRANTIES WITH RESPECT TO THE SERVICES OR 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 SERVICES, 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 PRODUCTS OR SUCH 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.**

7. 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.

8. 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.

9. Confidentiality.

9.1. 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.

9.2. 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.

9.3. 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.

9.4. 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.

10. Rapid's Employees and Insurance.

10.1. 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.

10.2. 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.

11. Service Changes. Rapid may, in its sole discretion, change any aspect of the Services or their performance on thirty (30) days' prior written notice to Customer; provided that no such change materially reduces or otherwise has a material adverse effect on the: (a) Rapid's level of effort in performing the Services; (b) Rapid's obligation to provide the Services under this Agreement; or (c) Customer's rights under this Agreement.

12. Service Exceptions. Rapid has no obligation to provide Services for Software designated as obsolete by Rapid either 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:

- (a) Software, or the media on which it is provided, that is modified or damaged by Customer or any third party;
- (b) 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;
- (c) 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];
- (d) any Customer failure to promptly accept installation of any Software Update that Rapid has previously made available to Customer;
- (e) any relocation, installation or integration] of the Software other than by Rapid Personnel;
- (f) breach of or noncompliance with any material provision of this Agreement or the End User License Agreement by Customer or any of its Representatives.

13. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may transfer or assign this Agreement or any right, covenant or obligation hereunder without the prior written consent of the other party, except no consent shall be required if such transfer or assignment is (a) the result of the merger or consolidation of a party with a third party or the sale of the majority or controlling interest of stock, or the sale of all or substantially all of the assets of the business to which this Agreement relates, or (b) to an affiliate of a party.

14. 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.

15. 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.

16. 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 Sheet attached hereto. 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.

17. Choice of Law. This Agreement shall be construed and interpreted and the legal relations created hereby shall be determined in accordance with the laws of the Commonwealth of Massachusetts, excluding those laws relating to choice of law.

18. Arbitration. The parties shall negotiate in good faith and use reasonable efforts to settle any dispute or controversy arising out of or relating to this Agreement, its construction or its actual or alleged breach. If such negotiation does not result in a full resolution of such dispute or controversy, the remaining dispute or controversy will be finally decided by a single arbitrator, who shall agree to act in accordance with the commercial arbitration rules of the American Arbitration Association, pursuant to an arbitration held in Boston, Massachusetts. The decision and award of the arbitrator shall be final, conclusive and enforceable as to both parties and shall be confirmed in any court of competent jurisdiction. If the parties are unable to select an arbitrator, the AAA is empowered to select the arbitrator. Each party shall pay its own costs incurred in connection with the arbitration and 50% of the fees and costs of the AAA and the arbitrator. Neither party shall be liable for special, consequential or punitive damages.

19. Waiver. A party's failure to insist upon the performance of any or all of the terms, covenants, or conditions of this Agreement or failure to exercise any rights or remedies hereunder shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies unless otherwise provided for herein.

20. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction or arbitrator to be unenforceable in any respect, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part thereof.

21. 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 ventures, or employees or employers of one another.

22. Survival. Payment obligations that accrued prior to the effective date of termination or expiration of this Agreement, and Sections 1, 4.2, the disclaimers in Section 6, and Sections 8, 9, 11, 12 and 14-21 shall survive termination or expiration of this Agreement.

23. Entire Agreement. This Agreement represents the entire agreement between the parties relating to the subject matter hereof, and shall supersede any other agreements, whether written or oral. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration or modification of any of the provisions or attachments to this Agreement shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original document. All such separate counterparts will constitute only one and the same Agreement. The parties agree that copies of signatures (e.g. PDF or facsimile) have the same effect as original signatures.

Exhibit A

Rapid Micro Biosystems Support Agreements		
	Service Level	
	Basic	Premier
Service Interventions		
Remote system monitoring	•	•
Response time, phone (within 15 minutes during working hours)	•	•
Response time, on-site (during working hours)	72 hours	24 hours
Service repair visits (includes travel cost, labor, and repair parts ¹)	2	Included
Microbiology application support	Available ²	10 days
Preventive Maintenance Services		
Weekly review of system logs ³	Available ^{2,3}	•
Up to two on-site preventative maintenance visits per year	•	•
-Inspect/align mechanical parts	•	•
-Inspect all pneumatic lines and cabling	•	•
-Check all belts and sensors	•	•
- CRU temperature testing	•	•
-Incubator temperature calibration	•	•
-Replace all system air filters	•	•
-Proactively address any wear points	•	•
-Software Updates ⁴	•	•
Training – basic system training and refresher training for operators	Available ²	•

¹ Does not include consumables, carousels, barcode labels or damaged parts due to misuse

² Please call for a quote on this service

³ Requires Remote Monitoring System of level 4 or higher

⁴ "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. Rapid has no obligation to provide Services for Software designated as obsolete by Rapid either in written notice to Customer or otherwise posted on Rapid's website.