

## **RAPID MICRO BIOSYSTEMS, INC.**

### **TERMS AND CONDITIONS OF SERVICE**

These Terms and Conditions of Service ("**Agreement**") apply to all preventive maintenance, support services, professional services and repair services (collectively, "**Services**") for the Growth Direct system and related 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 Services and who is named on an accepted order for Services ("**Customer**"). This Agreement applies to and is incorporated into all **Quote(s)** and to Customer's submission of an Order accepted by Rapid. All Services shall be described on the face of each Quote and/or 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 Rapid's 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, receipt of Services, 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 be applicable to the purchase of Services and shall apply to each valid Quote and Order and shall remain in effect for so long as a valid Order accepted by Rapid is in effect. The term of an Order shall be stated in the Order, or if no term is stated, the term shall be the period during which payment is made for Services ("the **Term**"), unless earlier terminated or canceled, as provided herein. The Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

#### **2. ORDERS**

From time to time, Customer may request Services from Rapid by submitting an Order to Rapid for the applicable Service(s) set forth therein. By submitting an Order to Rapid, Customer agrees to be subject to this Agreement in its entirety. No Order, regardless of whether it is submitted in response to a Quote by Rapid, will be binding upon Rapid unless and until such Order is accepted in writing by Rapid's authorized officer or representative, which Rapid may do so in its sole discretion. All Services shall be provided on the terms and conditions set forth in this Agreement.

#### **3. FEES**

Customer shall pay to Rapid the Fees set forth in the Quote or the Order (as applicable). Rapid's Quotes are valid for 30 days unless otherwise stated in the Quote. If the price is stated by reference to a published price list, then the price shall be the published price in effect at the time Rapid receives Customer's Order. All Services shall be paid in full in advance of the applicable Term for such Services and shall be deemed earned in full at the time Customer's Order is accepted. The costs of performing all Services by Rapid are included within the Fees, except with respect to Excluded Costs, for which Rapid may issue one or more invoices to Customer for the payment and/or reimbursement (as applicable) thereof. In addition, in

the event that Customer delays or cancels a] previously scheduled on-site visit by Rapid personnel as may be required to perform the Services (which shall include, for the avoidance of doubt, Customer's unreadiness to receive Rapid's personnel or the Services) with less than five (5) business days' advance written notice to Rapid, Customer shall be responsible for all reasonable costs incurred by Rapid in preparation for such visit, including but not limited to any out-of-pocket costs of travel arrangements, for which Rapid may issue one or more invoices to Customer for the payment and/or reimbursement (as applicable) thereof.

In addition, 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) levied by any government, now or hereafter enacted (collectively "**Taxes**") or other governmental charges, including, without limitation, import or export duties, applicable to the Products, which Taxes and charges may, in Rapid's discretion, be added to the price for any Services on Rapid's invoice or maybe billed separately and which Taxes and charges shall, in any event, be paid by Customer on or before their due dates unless Customer provides Rapid with a proper tax exemption certificate. In the event Rapid is required at any time to pay any such Taxes or charges, Customer shall reimburse Rapid for such amounts promptly on demand.

#### **4. PAYMENT**

Payments are due upon receipt of Rapid's invoice. Invoices not paid in a timely manner are subject to the accrual of additional interest equal 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. All payments by Customer shall be made in United States Dollars and shall be paid in full, without set-off, deduction or counterclaim. 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 shall survive any termination or expiration of this Agreement.

#### **5. PREVENTIVE MAINTENANCE AND SUPPORT SERVICES**

**5.1 Preventive Maintenance and Support Services.** The Preventive Maintenance and Support Services are a package of services covering preventive maintenance and support as described in **Exhibit A**, which may be updated by Rapid from time to time in its sole discretion. During the Term, if purchased by Customer, Rapid shall use commercially reasonable efforts to (i) perform Preventive Maintenance on the System that is designed to maintain its good operating condition in material compliance with Rapid's standard specifications (the "**Specifications**"), and (ii) provide Support Services to Customer upon Customer's request in accordance with the response timelines applicable to such Support Services. Customer shall be eligible to receive one (1) Preventive Maintenance visit per calendar year, which Customer shall use commercially reasonable efforts to schedule with Rapid at least thirty (30) days in advance of such visit. Customer shall reasonably cooperate with Rapid and provide Rapid with access to the Products in order to perform such Preventive Maintenance. Any Preventive Maintenance that Customer fails to schedule with Rapid shall be forfeited.

**5.2 Software Updates.** During the Term, Rapid will make available to Customer all Updates to the Software under the terms and conditions set forth herein. New Versions of Software may be made available by Rapid for Subscription. All Software licensed to Customer is subject to Rapid's standard End User License Agreement in effect from time to time and made available on Rapid's website.

5.3 Third-Party Software. Certain of the Products may contain software, firmware and related documentation that were not developed by or for Rapid. With respect to those materials, Customer's use of them is subject to all the terms and conditions of the license agreements applicable to them, either as licensee thereof or as a sublicensee of Rapid.

## **6. PROFESSIONAL SERVICES; REPAIR SERVICES**

6.1 Professional Services. If Purchased by Customer, Rapid shall provide Professional Services, the details of which, including with respect to Fees, desired timeline and deliverables, shall be described in the applicable Order. If any Professional Services require on-site visit(s) from Rapid's personnel, Customer shall use commercially reasonable efforts to schedule such visit(s) with Rapid at least thirty (30) days in advance of such visit.

6.2 Repair Services. If Purchased by Customer, Rapid shall provide Repair Services, the details of which, including with respect to Fees, shall be described in the applicable Order. Notwithstanding the foregoing, if Preventive Maintenance and Support Services are purchased by Customer and are active during the Term, Customer shall not be required to submit a separate or additional Order to procure Repair Services, and such Repair Services shall be included within such active Preventive Maintenance and Support Services for which Rapid shall not charge additional Fees to perform such Repair Services (except, for the avoidance of doubt, any applicable Excluded Costs). In either event, after Customer notifies Rapid in writing of the need for Repair Services, Rapid will use commercially reasonable efforts to perform the Repair Services after a diagnosis is made as to the probable cause(s). 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. If any Professional Services require on-site visit(s) from Rapid's personnel, Customer shall use commercially reasonable efforts to schedule such visit(s) with Rapid in advance of such visit.

## **7. PROPRIETARY RIGHTS**

7.1 Customer Property. Customer shall own the Configured Reports and any Customer Data. Customer hereby grants Rapid a non-exclusive, irrevocable, perpetual, worldwide, royalty-free license to use, reproduce, modify, distribute, and otherwise exploit the Configured Reports and the Customer Data solely to (i) provide the Services to Customer during the Term; and (ii) support certain features and functionality within the Services or the System or to develop other products or services.

7.2 Rapid Property. Software is licensed, not sold. Rapid and its licensors shall retain 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, Versions and Rapid Data. 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. For avoidance of doubt, Rapid shall retain all right, title and interest in and to the format or template of reports generated by the System. Customer may not modify, enhance or otherwise change or supplement the Software without Rapid's written consent. The source code for the Software shall not be disclosed to Customer, and Customer may not, nor permit any other person or entity to, modify, disassemble, decompile or reverse engineer the Software. Rapid's standard form of End User License Agreement found on Rapid's website, which may be updated from time to time by Rapid, shall govern Customer's use of the Software. Customer shall not remove any copyright,

proprietary rights or other notice included in the software and shall reproduce such notices on all copies of the Software.

## **8. CONDITION OF RAPID SYSTEM**

8.1 System's Condition. As a condition precedent to Rapid's obligations to provide Services hereunder on a System, such System must be (i) subject to an active Order for Preventive Maintenance and Support Services; or (ii) inspected and determined by Rapid that it is in good working order. If required, Rapid and Customer will set up a visit to inspect the System at Customer's site. If following inspection, Rapid determines that the System is not in good working order, Rapid will (at Customer's expense) provide such services necessary to cause the System to meet Rapid's product specifications. Parts and labor for provision of these initial inspections and services will be billed to the Customer at Rapid's then current rates.

8.2 No Alterations or Modifications. Rapid shall be released from its obligations under this Agreement and may terminate 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 Updates to Software when due or fails to cooperate in scheduling onsite Services.

## **9. LIMITED WARRANTY; DISCLAIMER**

9.1 Rapid warrants all Services 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.

9.2 If Customer fails to pay when due any portion of the purchase price of any Product or any other payment required from Customer to Rapid, whether under this Agreement or otherwise, all warranties and remedies granted hereunder and all of Rapid's warranties and obligations to service, repair, replace, correct or otherwise remedy defects, errors or failures under any other contract between Customer and Rapid may, at Rapid's option, be terminated.

**9.3 EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS SECTION 9, 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 USAGE 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.**

9.4 With respect to software, firmware and related documentation thereof provided to Customer but not developed by or for Rapid, RAPID MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, but will make available to Customer, to the extent permitted by law and this Agreement, the warranties of the provider of the software upon Customer's timely written request.

## 10. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, TORT, OR ANALOGOUS DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF GOODWILL 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. UNDER NO CIRCUMSTANCES SHALL RAPID'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, RAPID'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER, OR THE PERFORMANCE OR FAILURE TO PERFORM OF ANY PRODUCT OR SOFTWARE, IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE SERVICES. An essential purpose of the limited exclusive remedies provided in the section of this Agreement entitled "WARRANTY" is allocation of risks between Customer and Rapid, which allocation of risks is reflected in the purchase price for the Products.

## 11. TERMINATION

Rapid may suspend Services and terminate this Agreement if: (1) the Customer fails to pay Rapid any Fees 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 15.4; or (3) the Customer becomes insolvent or seeks protection, voluntarily or involuntarily, under any reorganization or bankruptcy law.

## 12. CONFIDENTIALITY

12.1 From time to time, in connection with this Agreement, one party (the "Discloser") may disclose confidential and proprietary information ("Confidential Information") to the other party (the "Recipient"). The Recipient shall protect the Confidential Information of the Discloser, will not disclose or disseminate such Confidential Information to any third party, without the Discloser's express, prior written consent, and will use such Confidential Information only for the purposes of fulfilling its obligations under this Agreement. The Recipient may disclose the Confidential Information of the Discloser only to the Recipient's Representatives who have a need to know such Confidential Information and who are bound by obligations of confidentiality and non-use at least as protective as the terms set forth herein. Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure, use, or reverse engineering of the Discloser's Confidential Information. Any proprietary information concerning Rapid, its Products, data, documentation, services, or manufacturing processes which are disclosed to Customer incident to the performance of this Agreement shall remain the property of Rapid, and no right are granted to Customer to produce or have produced any such Products or to practice or cause to be practiced any such processes, or reveal, disclose, or publish any such data and documentation. Rapid's confidential information may be used by Customers solely to use the Products.

12.2 The foregoing obligations of confidentiality and non-use shall not apply to information which the Recipient can demonstrate was: (1) already in the public domain at the time of its disclosure by the Discloser, or became part of the public domain after its disclosure by the Discloser through no act or failure of the

Recipient; (2) lawfully in the Recipient's possession at the time of its disclosure by the Disclosing; or ; (3) Recipient independently developed by the Receiving Party without use or reference to the Confidential Information of the Discloser. In addition, the Recipient may disclose Confidential Information of the Discloser to the extent required to be disclosed by an order of a governmental agency, legislative body or court of competent jurisdiction; provided, that the Recipient provides the Discloser with prompt written notice of such request or requirement and discloses only that information which is necessary to comply with such order.

12.3 The Recipient acknowledges that unauthorized use or disclosure of the Discloser's Confidential Information will cause irreparable harm that cannot be fully compensated by the payment of money damages alone, and in the event of an actual or threatened breach of this Section 13, the Discloser shall have the right to 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.

12.4 At any time upon written request of the Discloser, the Recipient will return or destroy all Confidential Information provided by the Discloser (and all copies thereof), provided that the Recipient may retain one (1) copy of such Confidential Information pursuant to its standard electronic backup and archival procedures or in order to observe compliance with this Agreement. The terms of this Section 13 shall apply at all times during and after the Term of this Agreement, for as long as is permissible under applicable law. Any Confidential Information provided hereunder that is a trade secret under applicable law shall remain subject to the confidentiality and non-use provisions of this Section 13 for as long as such information remains a trade secret under applicable law, and any Confidential Information that is permitted to be retained herein shall remain subject to the confidentiality and non-use provisions of this Section 13 for as long as such information is retained.

### **13. RAPID'S EMPLOYEES AND INSURANCE.**

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. 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.

### **14. 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.

### **15. SERVICE EXCEPTIONS**

Rapid has no obligation to provide Services for Systems 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) Systems, or the media on which it is provided, that is modified or damaged by Customer or any third party; (b) operation or use of, or other activity relating to, the Systems other than as specified in the Documentation, including any incorporation in the Systems of,

or combination, operation or use of the Systems 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 Systems other than by Rapid's personnel, including any Customer use of the Systems other than as specified in the Documentation; (d) any Customer failure to promptly accept installation of any Update to any Software that Rapid has previously made available to Customer; (e) any relocation, installation or integration of the Systems other than by Rapid's personnel; or (f) any breach of or noncompliance with any material provision of this Agreement or the End User License Agreement by Customer or any of its Representatives.

## **16. DEFINITIONS**

**"Affiliate"** 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.

**"Consumables"** mean, collectively, the cassettes, filtration funnels and vision lids sold by Rapid for use with the System 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.

**"Configured Reports"** means Rapid's configuration of Growth Direct reports to Customer's systems.

**"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 provide in connection with their use of the System, excluding Rapid Data.

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

**"Excluded Costs"** means, collectively, the costs associated with (i) Consumables, carousels and barcode labels supplied by Rapid in performing the Services; (ii) bridge computers, laptops and similar information technology hardware to be retained by Customer; (iii) painting or refinishing Systems, inspecting altered or damaged Systems or making specification changes (iv) adding or removing accessories, attachments, or other devices, or performing routine customer procedures as identified in the operator's manual; (v) electrical or plumbing work external to the System; (vi) maintenance of accessories, alterations, attachments, or other devices not furnished by Rapid; (vii) services necessary to be performed by third parties that Rapid is unable to render because of damage, alterations or attachments to the Products; (viii) labor and supplies required to decontaminate the System in preparation for servicing; (ix) parts which by their nature are normally required to be replaced periodically consistent with normal maintenance and use; (x) repairing Products as a result of circumstances beyond the reasonable control of Rapid, including but not limited to Customer's misuse or user error, such as overloading, misplacement or misalignment of Consumables, any damage not caused by Rapid, attempted repair, alteration or installation made by any person not authorized by Rapid, use of Products with accessories or consumables other than those manufactured, sold or otherwise provided by Rapid, accident or damage to, or failure by Customer to

maintain the normal operation of, the facility or laboratory in which the Products are located; (xi) software, subscriptions, platforms or other tools requested or required by Customer in connection with the performance of the Services by Rapid, including but not limited to vendor management portals, accounts payable and similar solutions; and (xii) installation of Software Updates that require procedures beyond Rapid's standard procedures, including but not limited to circumstances arising from Customer's own information technology infrastructure, Customer's continued use of outdated Software Versions and Customer's failure to adopt current Software Versions and Updates as they become available.

**"Fees"** means the payments due from Customer to Rapid in respect of the applicable Services as set out and purchased pursuant to a Quote, an Order or other agreement between Customer and Rapid (as applicable).

**"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 or activated in the System Software for additional features or functionality under a separate Subscription and not included within System Software.

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

**"Preventive Maintenance"** means the scheduled services provided by Rapid that are designed to maintain a particular Product in working order.

**"Professional Services"** means the particular services requested and purchased by Customer related to the Products, which may include validation, installation, configuration, data migration, integration, enhancement, user training and relocation of Systems.

**"Quote(s)"** means quotations of prices for Services submitted by Rapid to Customer.

**"Rapid Data"** means any and all data, including all text, records, files, databases, images, graphics, templates, scripts, user interfaces, photographs, and other information, content, and materials, which are provided by Rapid and/or its Affiliates, or that which are generated in connection with the Software and/or Services, excluding Customer Data (defined herein). For the avoidance of doubt, Rapid Data shall include results and raw images that are generated, captured and/or analyzed by the System as well as measurements of System health, performance and functionality.

**"Repair Services"** means ad hoc or emergency (not pre-scheduled) services to restore functionality to the Products.

**"Representatives"** means a party's employees, agents, officers, directors, contractors and consultants.

**"Services"** means Preventive Maintenance, Support Services, Professional Services and Repair 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, and any and all copies thereof.

**“Subscription”** means the rights and obligations established for a Subscription Period in exchange for payment of Subscription Fees to obtain license rights to Modules and/or Software.

**“Subscription Fee(s)”** means the fees to license particular Modules during the corresponding Subscription Period.

**“Subscription Period”** means the period during which Customer may license rights for Modules for which Customer has paid Subscription Fees in accordance with the applicable Order and this Agreement. In the event that Modules are licensed to Customer for a one-time fee, the Subscription Period shall continue until such license is terminated in accordance with its terms.

**“Support Services”** means the services provided by Rapid upon request by Customer related to the ongoing and routine use and operation of the Products in the ordinary course, but excluding, for the avoidance of doubt, Preventive Maintenance, Repair Services and Professional Services.

**“System”** means, collectively, the Growth Direct® instrument, the Software and Consumables.

**“System Software”** means the computer programs provided with, and residing on, or downloadable onto, the Growth Direct® equipment, necessary to operate the Growth Direct® equipment (but excluding Module(s)).

**“Update”** means any patch, bug fix, correction, enhancement, minor release, or other modification by Rapid to Software (excluding, for the avoidance of doubt, new Versions) that is generally small in scope, made generally available by Rapid to all its 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.

## **17. MISCELLANEOUS**

**17.1 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.

**17.2 Force Majeure.** Rapid shall not be liable for any delay in delivery or for non-delivery of Services, in whole or in part, caused by the occurrence of any contingency beyond Rapid’s control, including, by way of illustration but not limitation, war, sabotage, insurrection, riot or other act of civil disorder, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, accident, fire, explosion, theft, shortage of labor, fuel, raw material, parts or machinery, failure of utilities, or technical failure; or flood, storm, epidemic or pandemic, unusually severe

weather, or other act of God, (a "Force majeure Event"). If any such Force Majeure occurs, Rapid may allocate Services among Rapid's customers in such manner as Rapid may consider equitable.

17.3 Compliance with Laws. Each party represents and warrants that its performance under this Agreement shall be in accordance with the applicable federal, state, or local laws, rules, and regulations.

17.4 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 applicable 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: Rapid Micro Biosystems, Inc., 25 Hartwell Ave., Lexington, MA 02421, USA; facsimile: 978-349-2065; telephone: 978-349-3200; email: [orders@rapidmicrobio.com](mailto:orders@rapidmicrobio.com). 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 any means requiring receipt signature or written confirmation, including by hand, telephone facsimile, 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.

17.5 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.

17.6 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.

17.7 Waiver. 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. 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.

17.8 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 hereof.

17.9 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.

17.10 Survival. Payment obligations that accrued prior to the effective date of termination or expiration of this Agreement, and Sections 3, 4, 7, 9.2, 9.3, 9.4, 10, 11, 12, 16 and 17 shall survive termination or expiration of this Agreement.

17.11 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. 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. In the event of a conflict between the terms and conditions in the Quote or an Order and this Agreement, this Agreement shall control unless specifically amended by written agreement of the parties.

17.12 Publicity. 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.

## Exhibit A

<b>Support Services</b>	
Remote system monitoring	Available
Support Services response time, phone (during normal Rapid business hours)	15 minutes
Support Services response time, on-site (during normal Rapid business hours)	24 hours from dispatch by Rapid
<b>Repair Services</b>	
Repair Service visits	Included <sup>1</sup>
<b>Preventive Maintenance</b>	
One on-site Preventative Maintenance visit per year, which shall include, as applicable:	Included <sup>1</sup>
-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	•

<sup>1</sup> Customer is responsible for Excluded Costs.