BECKMAN COULTER LIFE SCIENCES
STANDARD SERVICE TERMS AND CONDITIONS

This AGREEMENT is entered into between Beckman Coulter Canada LP ("BCC") and the customer named in the attached quotation ("Customer") (together, the "Parties"). "'You' and 'your' in this Agreement refer to the Customer. By accepting the attached Quotation or otherwise engaging BCC to provide the Services, Customer agrees to these terms and conditions, which, together with the Quotation and any attachments or documents incorporated by reference, constitute the entire Agreement between the Parties (collectively, the "Agreement").

DEFINITIONS: The following terms have the following meanings:

"**Equipment"** or "**Instrument(s)**" means collectively the instrument(s), hardware, system(s), accessories, or other equipment manufactured and/or provided by BCC, which are covered by the Services under this Agreement.

"**Quotation"** or **"Quote**" means the proposal for Services issued by BCC and accepted by Customer, which sets forth the Services to be provided by under this Agreement.

"**Preventative Maintenance**" or "**PM**" means the set number of scheduled standard maintenance inspections to be provided by BCC for the covered Equipment based on the intervals recommended by BCC or as set forth in the instruction or operating manual provided with or made available for such Equipment.

"**Service(s)**" means collectively the technical assistance, remote support and diagnostics, on-site service and repair, Preventative Maintenance, remedial maintenance, parts replacement and such other services as may be provided by BCC to Customer under this Agreement.

"**Service Plan**" or "**Service Contract**" or "**Service Agreement**" means the service level offering, entitlements, and covered services purchased by Customer for the specified Equipment, as identified and described in the applicable Quotation.

"Service Term" means the period of time for which BCC will perform the Services for the covered Equipment, commencing on the Start Date and ending on the End-Date stated in the Quotation.

SERVICES: BCC offers different categories of service plans and support services for BCC Instruments and Equipment. Your Quotation identifies the Service Plan(s) purchased, Service Term, covered Equipment, and pricing. During the applicable Service Term, BCC will perform the Services in accordance with these terms and conditions and the terms of the Service Plan, or, if none was purchased at the then current time and materials rate. The Services, including its limitations, exclusions, and levels of support are further described herein and in the description of Services set forth in the Quotation.

SERVICE PLANS: BCC offers different Service Plans and levels of support for its installed base of BCC Instruments and Equipment. The Service Plan for your covered Equipment, if one was purchased, is specified in the Quotation, and, unless otherwise provide in the Quotation, each Service Plan covers only the specific Equipment identified in the Quotation by its unique serial number (s).

INSPECTION: If Customer's previously purchased Instrument or Equipment under this Agreement, if applicable, has not been under warranty or a BCC service plan prior to the commencement of a newly purchased BCC Service Plan, before each such Instrument or Equipment can be accepted for Services coverage by BCC, it must be inspected by a BCC field service engineer and meet BCC's operational criteria and specifications. This inspection may be considered a scheduled Preventive Maintenance call; however, extended labor and parts requiring replacement may be separately billed.

LEVELS OF SUPPORT: The level of support for your Equipment is based on its specific product lifecycle and may be subject to additional eligibility criteria, as adopted by BCC for time to time. BCC provides the following three (3)

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levels of Services support for Instruments and Equipment in its installed base. Full Support, Best Efforts, and Legacy Care.

A. Full Support. For all BCC on-market Instruments and Equipment, full standard support is available ("Full Support" Services).

B. Best Efforts. From time to time, BCC may announce a fixed or contingent discontinuance date for specified Instruments or Equipment upon which such Instrument or Equipment is no longer being manufactured or sold ("**Obsolescence Notice**") but which is still supported and eligible for support services until its Final Discontinuance Date (such Instrument or Equipment, hereafter referred to as "**Discontinued Equipment**"). As used herein, "**Final Discontinuance Date**" means the final date upon which a specified BCC instrument or equipment will no longer be manufactured, available for sale, or eligible for BCC standard support and service offerings.

If an Obsolescence Notice is issued for covered Equipment during its applicable Service Term, BCC will continue to provide Services until the Final Discontinuance Date using "**best efforts**" so long as and, only to the extent, the necessary parts, software components and/or fixes, and any other expertise and resources necessary to provide such support and maintenance are available and make it practicable for BCC, acting reasonably and in good faith, to provide such Services ("Best Efforts" Services). Customer acknowledges and agrees that, although BCC may be actively managing and utilizing its stock of spare parts, limited inventory of critical parts or resources may affect BCC's ability to provide Services for Discontinued Equipment in some cases.

C. Legacy Care. Certain Discontinued Equipment may be eligible for continuing support beyond its Final Discontinuance Date through the purchase of BCC Legacy Care. "**Legacy Care**" is BCC's end-of-life service contract offering that provides limited continuing support and maintenance for eligible Discontinued Equipment beyond its Final Discontinuance Date subject to the following terms ("Legacy Care" Services):

(i) Eligibility. Legacy Care Services are available for specific approved non-clinical, Discontinued Equipment that meets BCC operating criteria and specifications. Eligibility for Legacy Care starts eighteen (18) months before the applicable Final Discontinuance Date and includes only non-IVD instruments and equipment specifically approved by BCC acting reasonably and in accordance with its then-current eligibility criteria, for Legacy Care support. All clinical instrumentation is excluded from Legacy Care Services. Once Discontinued Equipment qualifies for Legacy Care, no other service plan or contract type is available.

(ii) Limited Maintenance and Support. BCC will provide Legacy Care for eligible Discontinued Equipment only to the extent that necessary parts, software components and/or fixes, and any other expertise and resources necessary to support such Discontinued Equipment are available and make it practicable for BCC to do so. Customer acknowledges and agrees that, although BCC may be actively managing and utilizing its remaining stock of spare parts, parts will not be replenished once depleted and limited inventory of critical parts or resources may affect BCC's ability to continue providing Legacy Care Services in certain cases. Cybersecurity changes or improvements, including patches, anti-malware updates, component upgrades, or assistance beyond what is present in the Equipment labeling, will not be provided by BCC. Cybersecurity risk management and compliance for Equipment under Legacy Care Services remains the sole responsibility of Customer.

D. **Early Termination for Full Support, Best Efforts or Legacy Care Plans**. In addition to any other termination rights provided in the Agreement, either Party may terminate Full Support, Best Efforts or Legacy Care Services, as the case may be, upon thirty (30) days' written notice to the other Party if BCC determines acting reasonably and in good faith that it cannot repair the covered Discontinued Equipment for any reason. In the case of such early termination, fees shall be calculated in accordance with the Early Termination; Pro-Rata Fee Schedule section below.

PAYMENT: Payment shall be made by Customer to BCC within thirty (30) days of the date of invoice unless otherwise specified on the invoice. Charges for services not covered by this Agreement will be invoiced separately at the time of occurrence at BCC's then prevailing rates for travel, expenses, parts, and labor. If Customer fails to pay an invoice by the due date, BCC will be entitled to charge Customer, and Customer agrees to pay, a late fee and interest on all amounts past due at the rate of the lesser of one and one-half percent (1 and 1/2%) per month or the maximum legal interest rate. Customer agrees to pay all collection costs, including without limitation, reasonable attorneys' fees and expenses BCC incurs as a result of Customer's failure to pay as provided in this Section.

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TERM AND TERMINATION: Upon written acceptance of the Quotation by BCC or commencement of Services ("Acceptance Date"), this Agreement shall become effective and shall remain in force for the period recorded in the attached Quotation ("Term") unless earlier terminated as permitted herein. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. If Customer is located in Quebec, Customer hereby expressly waives, to the fullest extent permitted by law, its right of unilateral termination provided for in Article 2125 of the Civil Code of Quebec. Any services performed prior to the Acceptance Date of this Agreement or performed subsequent to the expiration or termination of this Agreement will be billed at BCC's then current time and materials rate.

EARLY TERMINATION; PRO-RATA FEE SCHEDULE: In the event the Agreement is terminated prior to the expiration of the Term, or any Service Plan is terminated prior to the expiration of its Service Term, BCC shall retain and invoice, and Customer agrees to pay, fifteen percent (15%) of the annual Agreement price for each month or part of a month the Agreement (or Service Plan) is in effect, or that actual Services rendered, whichever is greater; provided, however, in the event that PM is completed prior to the effective date of any such termination, BCC shall retain a minimum of fifty-percent (50%) of the annual agreement price or the actual Services rendered, whichever is greater (collectively, "Customer's Payment Obligation"). If Customer has made advanced payments, any balance in excess of Customer's Payment Obligation will be refunded to Customer.

EQUIPMENT AVAILABILITY: Customer agrees to make the Equipment and Instruments covered under the Agreement available for servicing at the time of each scheduled Service, PM or emergency Service call. The BCC service representative will contact Customer to set a mutually agreeable date and time for each Service visit. Customer acknowledges that the Equipment and Instruments may not be available for use during scheduled Service, PM, or emergency Service call and that BCC shall not be liable for such Equipment or Instruments downtime.

PRICING: The prices for Services under this Agreement include the cost of labor, travel, and parts, provided that the Service is performed during the hours covered in the Service Plan purchased as set forth in the Quotation. All on-site Service, regardless of the Service Plan purchased, is provided during regular business hours, unless otherwise agreed by BCC and subject to availability of BCC Service personnel. Additional fees may be invoiced for services required at the then current time and materials rate when not otherwise included within the scope of the purchased Service Plan. Such additional fees and services, include, without limitation: (1) moving, re-installing, de-installing or decontaminating Equipment; (2) service on any uninterruptible power systems or line conditioners; or (3) any Laboratory Information Systems ("LIS") service.

EXCLUDED SERVICES: The following services, including but not limited to the following, are excluded from the Services under this Agreement:

A. Services for damage to Instruments resulting from: (i) fire, explosion, flood, or the use of contaminated fluids or chemicals not intended for use in the covered Instrument, (ii) Customer's misuse or abuse of such Instrument(s), or (iii) the use of parts, supply items, accessories, reagents, or unauthorized modifications not manufactured or sold by BCC, or (iv) repair by persons other than personnel authorized by BCC, unless such repair by others is made with the written consent of BCC, or (v) environmental conditions outside the Instrument's operating range, such as temperature, humidity, space, and electrical supply;
B. The moving, decontamination, de-install or re-install of covered Instrument(s);
C. Service on any uninterruptible power systems or line conditioners;
D. Service involving Laboratory Information Systems/LIS consultation or troubleshooting. Such LIS Service may be provided for a flat fee; or
E. Services on statutory holidays in the province in which Customer is located.

WARRANTY: BCC warrants that the Services to be performed hereunder shall be performed in a workmanlike manner shall conform to BCC's standards and that the parts supplied hereunder shall conform to BCC's specifications. BCC warrants that the Services provided will be free from defects in workmanship for a period of thirty (30) days from the date of service. BCC also warrants that any parts that are provided will be free from defects in material and workmanship for a period of ninety (90) days from the date of Service. THESE WARRANTIES ARE GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE AND ARE THE ONLY WARRANTIES GIVEN BY BCC, EXCEPT (IF CUSTOMER IS LOCATED IN QUEBEC) AS REQUIRED BY LAW. Customer agrees that there are no undertakings, agreements, or representations expressed or implied, not specified in this Agreement and this instrument contains the entire agreement between the Parties. BCC's sole liability and responsibility under the foregoing warranty is to re-service the Instrument(s) or Equipment and/or repair or replace the defective part or, at BCC's option, return of the sum paid

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for such defective part(s) or Services.

INDEMNITY AND WAIVER: A. BCC agrees to indemnify and save harmless the Customer from and against any and all claims, demands, suits and expenses in connection with this Agreement ("Claims") arising out of: bodily injury (including death), damage to tangible property and BCC's breach of this Agreement, to the extent caused by the negligent acts or omissions of BCC or its employees or agents in the performance of the Services. B. Customer agrees to indemnify and save harmless BCC from and against any Claims arising out of bodily injury (including death) or damage to tangible property, Customer's misuse of the Equipment contrary to documentation, specifications or instructions, or Customer's breach of this Agreement, to the extent caused by the negligent acts or omissions of Customer or its employees or agents. C. Notwithstanding anything to the contrary, nothing in this Agreement shall limit or exclude liability for international misconduct or gross fault as to either Party, to the extent such limitation is prohibited under applicable law, including under the Civil Code of Quebec. D. To the extent permitted by applicable law and each Party's insurance policies, each Party expressly waives any and all claims against the other Party (regardless of cause) for all loss or damage resulting from any peril customarily insured under primary and extended coverage insurance policies.

LIMITATION OF LIABILITY: EXCEPT FOR BREACH OF CONFIDENTIALITY, NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER PARTY, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTIAL, CONSEQUENTIAL, EXEMPLARY OR PENALTY LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF GOODWILL OR INTERRUPTION AND/OR LOSS OF BUSINESS, LOSS OF RESEARCH, OR LOSS OF USE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES WERE FORESEEABLE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR BREACH OF CONFIDENTIALITY AND BCC'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, BCC's TOTAL LIABILITY TO CUSTOMER UNDER THIS AGEEMENT WILL BE LIMITED TO DIRECT MONEY DAMAGES NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER UNDER THE APPLICABLE QUOTE. Nothing in this Agreement shall be construed to limit or exclude liability to the extent such limitation or exclusion is not permitted under applicable law, including, where applicable, liability arising from intentional fault or gross negligence within the meaning of the Civil Code of Québec.

CAUSES OF SUPERIOR FORCE (*FORCE MAJEURE*): BCC is not responsible for failure to fulfill its obligations under this Agreement from causes beyond its control.

WORKER'S COMPENSATIONS: BCC agrees to maintain Worker's Compensation insurance as may be required by law covering its employees who perform the Services.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the province or territory of Canada in which the Customer is located and the federal laws of Canada applicable therein, without regard to its conflict of laws principles. Notwithstanding the foregoing, if the Customer is located in the Province of Quebec, this Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns; however, the Customer may not assign any part of this Agreement without the express prior written consent of BCC.

COUNTERPARTS: This Agreement may be executed by the Parties hereto in several counterparts, including electronically, each of which shall be an original and all of which shall constitute together but one and the same agreement.

OWNERSHIP OF REPLACED PARTS: All parts replaced or exchanged by BCC in connection with any service shall automatically, upon removal, become the sole property of BCC.

REMOTE DIAGNOSTIC AND REPAIR SERVICE: Remote diagnostic and service software and equipment remain the property of BCC. BCC may, acting reasonably and in good faith, change the features of remote diagnostic and repair service, software and/or equipment at any time. Customer is responsible for providing network connection for the remote diagnostic and service software and equipment to access the Internet and

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maintaining responsibility for Internet service and security.

CHOICE OF LANGUAGE: The Parties confirm that they have been expressly informed that this Agreement and all related documents may be drawn up in French. The Parties have specifically requested that this Agreement and any documents related thereto be drafted in English *only. Les Parties reconnaissent avoir été expressément informées que le présent contrat et tous les documents s'y rattachant peuvent être rédigés en français. Les Parties aux présentes ont exigé que le présent contrat et les documents afférents soient rédigés en anglais seulement*.

CONFIDENTIALITY AND NON-DISCLOSURE: In consideration for you to grant BCC access to your Premises to carry out the Service obligations set forth in this Agreement, BCC agrees to: (1) hold in confidence any Confidential Information (defined below) that may be incidentally disclosed to BCC's employees or observed by BCC employees in the course of accessing your premises and (2) use the Confidential Information only in connection with carrying out the intent of this Agreement; and (3) use the same level of care to prohibit disclosure of the Confidential Information and prohibit the unauthorized use of the Confidential Information as BCC uses to protect its own confidential information, but in no event less than reasonable care. BCC's confidentiality and non-disclosure obligations do not apply to Confidential Information that: (a) at the time of disclosure by you to BCC is generally available to the public or in the public domain; (b) after disclosure by you to BCC, becomes generally available to the public or part of the public domain by publication or otherwise, except by breach of this Agreement by BCC; (c) BCC can establish by reasonable proof was in its possession at the time of disclosure by you or is independently derived by BCC or its affiliated companies without use of or access to the Confidential Information; (d) BCC or its affiliated companies receives from a third party having the right to disclose such Confidential Information to BCC or such affiliated company and who does not require same to be maintained confidential; (e) is transmitted to BCC after you received written notice from BCC that BCC does not desire to receive further Confidential Information; or (f) is required to be disclosed in compliance with applicable law or regulations or by order of a court or other body of competent jurisdiction, provided that BCC gives you prompt notice prior to such disclosure. BCC's confidentiality and non-disclosure obligations under this Agreement will survive for six (6) years from the Effective date of this Agreement. "Confidential Information" means all information, regardless of the format to which it has been reduced and including oral communications, passing from you to BCC relating to your business, including but not limited to, trade secrets, drawings, know how, techniques, source and object codes, business and marketing plans, projections, arrangements and agreements with third parties, customer information, customer information proprietary to customers, formulae, customer lists, concepts not reduced to material forms, designs, plans, models, software packages and equipment.

DATA PROTECTION: Customer and BCC shall comply with data protection laws applicable to their respective processing of Personal Data, if any, under the Agreement. "**Personal Data**" is any information that can be (a) used to identify directly or indirectly an individual or (b) reasonably expected to link to an individual. Where BCC may process Personal Data stored in Equipment when performing Services, the following provisions shall apply: (a) Customer has the sole and exclusive authority to determine the purposes and means of the processing of Personal Data by BCC. BCC shall process such Personal Data only for the purposes of providing Services in accordance with Customer's instructions; (b) Customer shall endeavor to limit the disclosure of Personal Data to BCC to that which is reasonably necessary for BCC to perform Services; (c) BCC shall keep Personal Data confidential and shall implement technical and organizational measures to protect it against accidental unlawful or unauthorized destruction, loss, alteration, disclosure or access. Prior to returning any Equipment to BCC, Customer shall decontaminate it and ensure that all Personal Data that is stored in such Equipment is deleted. Customer acknowledges that, in any case, all data and settings stored in the returned Equipment may be deleted by BCC. In the execution of this Agreement, the Parties acknowledge that each of them shall process Personal Data of respective personnel and/or their representatives involved in the performance or administration of the Agreement or in response to any applicable regulatory authority request. Personal Data shared between the Parties shall be kept secure by the recipient in compliance with this Agreement and applicable data protection laws, including reference to Personal Data transferred outside of the jurisdiction in which it was collected. Both Parties act independently with respect to Personal Data of their personnel and/or their representatives and should inform these individuals that their Personal Data will be shared with the other Party for the purposes of exercising this Agreement. This Agreement shall not constitute data processing by one Party on behalf of the other Party.

If a Party proposes the transfer, sharing or other processing of Personal Data that is not contemplated by this Agreement, the Parties shall, prior to such transfer, sharing or other processing, determine and document the Parties' respective roles with regard to that Personal Data in order to identify and facilitate compliance of their respective

obligations under applicable data protection laws. The Parties may enter into further agreements with respect to this activity, if applicable.

ENTIRE AGREEMENT: These terms and conditions, together with the Quotation and any attachments or documents referred to an incorporated by reference, constitute the entire understanding and agreement between Customer and BCC concerning the subject matter hereof and supersede all prior or contemporaneous negotiations, whether written or oral. Any terms or conditions on a purchase order, order acknowledgment, or any Customer document relating to the Services is null and void.

NOTICES: Notices under this Agreement shall be directed to the receiving Party : (a) if to Customer, to Customer's address set forth in the applicable Quotation and (b) if to BCC, to the addresses set forth below. (c) Notices shall be deemed duly given when delivered in writing by : (i) personal delivery; (ii) a nationally recognized overnight courier service; (iii) registered or certified mail, postage prepaid, return receipt requested; or (iv) electronic mail (with evidence of receipt).

If to BCC :

_____
_____
_____
_____

With a Copy to :

_____
_____
_____
_____

MODIFICATIONS; SURVIVAL: No modifications, alterations or changes to the terms of this Agreement are valid or enforceable unless set forth in writing and signed by both Parties. All provisions of this Agreement, including without limitation : disclaimers of warranties, indemnification, limitations of liability, payment obligations, confidentiality, and any other terms that either expressly or by their nature are intended to survive, shall survive any termination of this Agreement and continue in full force and effect.

ORDER OF PRECEDENCE : In the event of a conflict between any provision in this Agreement and any term or condition in the Quotation, including any attachments or documents forming part of this Agreement, then the following order of precedence shall control to the extent of such inconsistency : the terms and conditions of this Agreement, the Quotation and its attachment(s), and other document(s) incorporated by reference.

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