BECKMAN COULTER LIFE SCIENCES
US STANDARD SERVICE TERMS AND CONDITIONS

These **STANDARD SERVICE TERMS AND CONDITIONS** ("**Terms and Conditions**") apply to the purchase of Equipment or Instrument Services (defined below) in the attached Beckman Coulter Life Sciences Quotation ("**Quote**") entered into by and between the customer identified in the Quote ("**Customer,**" **"you,"** or **"your**") and Beckman Coulter, Inc. ("**Beckman Coulter**"), each a "**Party**" and together, the "**Parties**." By accepting the Quote or otherwise engaging Beckman Coulter to provide the Services, Customer agrees to these Terms and Conditions, which together with the Quote and any attachments or documents incorporated by reference constitute the entire agreement between the Parties (collectively, the "**Agreement**").

1. DEFINITIONS. As used in this Agreement, 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 Beckman Coulter, which are covered by the Services under this Agreement.

"**Quotation"** or **"Quote**" means the proposal for Services issued by Beckman Coulter, 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 Beckman Coulter for the covered Equipment based on the intervals recommended by Beckman Coulter 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 Beckman Coulter 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 Quote.

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

2. SERVICES. Beckman Coulter offers different categories of service plans and support services for Beckman Coulter Instruments and Equipment. Your Quote identifies the Service Plan(s) purchased, Service Term, covered Equipment, and pricing. During the applicable Service Term, Beckman Coulter 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 Quote.

3. TECHNICAL AND REMOTE SUPPORT. The Services for your covered Beckman Coulter Equipment include telephone technical support and, as required, parts, labor and travel for on-site service calls during Beckman Coulter's normal business hours. Customer agrees to make the Equipment available to Beckman Coulter at the agreed upon service time or pay Beckman Coulter an additional charge based on Beckman Coulter's then prevailing service rates for the service call. If the Customer opted to receive remote management software, diagnostics or other remote services for its Equipment, including PROService or BeckmanConnect, the Customer must maintain and provide network or other Internet access to the Equipment so Beckman Coulter can remotely access the Equipment. You further acknowledge and agree that: (a) you are responsible for maintaining Internet service and security; (b) service probes remain the property of Beckman Coulter; (c) Beckman Coulter retains ownership of any other equipment, diagnostics, or technology that Beckman Coulter provides or uses for remote diagnostics and services capability; and (d) Beckman Coulter may, at its sole discretion, change the features and services of PROService and BeckmanConnect at any time.

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

A. For damage to Equipment resulting from: (i) fire, explosion, flood, or the use of contaminated fluids or chemicals not intended for use in or with the covered Equipment; (ii) Customer's, neglect, misuse or abuse of such Equipment; (iii) the use of, or combination with, parts, supply items, accessories, reagents not manufactured or sold by Beckman Coulter; (iv) modifications or repairs by persons other than personnel authorized by Beckman Coulter, unless such modification or repair by others is made with the written consent of an authorized representative of Beckman Coulter; or (v) environmental conditions outside the Equipment's operating range, such as temperature, humidity, space, and electrical supply;

B. The moving, decontamination, de-installation or re-installation of covered Equipment;

C. Uninterruptible power systems or line conditioners;

D. Laboratory Information Systems ("**LIS**") consultation or troubleshooting. Such LIS service may be provided for a flat fee; or

E. Services on Regional or National holidays.

5. EXCLUDED PARTS/ CONSUMABLES. Unless otherwise expressly covered in the applicable Quote, Customer is responsible for purchasing all consumables and billable parts (collectively, "**Excluded Parts**"). Examples of commonly Excluded Parts include, without limitation: reagents; rotors; needle cartridges and blocks; sample and reagent cups, racks, tray, cuvettes and reservoirs; lamps; electrodes; membranes; printer ribbons and paper; cassettes; labels; tube adapters; reagent pick up tubes; styles; pipettes; ups systems and line conditioners.

6. EQUIPMENT AVAILABILITY. Customer agrees to make the Equipment covered under the Agreement available for servicing at the time of each scheduled Service, Preventative Maintenance or emergency service call. The Beckman Coulter Service Representative will contact Customer to set a mutually agreed date and time for each service visit. Customer acknowledges that the Equipment may not be available for use during scheduled PM or service calls and that Beckman Coulter shall not be liable for such Equipment downtime.

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7. SERVICE PLANS. Beckman Coulter offers different service plans and levels of support for its installed base of Beckman Coulter Instruments and Equipment. The Service Plan for your covered Equipment, if one was purchased, is specified in the Quote and, unless otherwise provided in the Quote, each Service Plan covers only the specific Equipment identified in the Quote by its unique serial number(s).

8. INSPECTION. If an instrument or equipment has not been under warranty or a Beckman Coulter service plan prior to the commencement of a newly purchased Beckman Coulter service plan, before such instrument or equipment can be accepted for Services coverage by Beckman Coulter, it must be inspected by a Beckman Coulter field service engineer and meet Beckman Coulter'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.

9. 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 Beckman Coulter from time to time. Beckman Coulter provides the following three (3) levels of Services support for Instruments and Equipment in its installed base: Full Support, Best Efforts, and Legacy Care.

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

B. Best Efforts. From time to time, Beckman Coulter 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 Beckman Coulter instrument or equipment will no longer be manufactured, available for sale, or eligible for Beckman Coulter standard support and Service offerings.

If an Obsolescence Notice is issued for your covered Equipment during its applicable Service Term, Beckman Coulter 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 it is practicable for Beckman Coulter to provide such Services **("Best Efforts"** Services). Customer acknowledges and agrees that, although Beckman Coulter may be actively managing and utilizing its stock of spare parts, limited inventory of critical parts or resources may affect Beckman Coulter'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 Beckman Coulter Legacy Care. "**Legacy Care**" is Beckman Coulter's end-of-life Service 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 Beckman Coulter 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 Beckman Coulter for Legacy Care support. All clinical instrumentation is excluded from Legacy Care Services. Once Discontinued Equipment qualifies for Legacy Care, no other service plan is available.

(ii) Limited Maintenance and Support. Beckman Coulter 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 Beckman Coulter to do so. Customer acknowledges and agrees that, although Beckman Coulter 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 Beckman Coulter's ability to continue providing Legacy Care Services in certain cases. Cybersecurity changes or improvements, such as patches, anti-malware updates, component upgrades, or assistance beyond what is present in Equipment labeling will not be provided by Beckman Coulter. Cybersecurity of Equipment under Legacy Care support is the sole responsibility of Customer.

D. Early Termination for Full Support, Best Efforts or Legacy Care Service 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 will be, upon thirty (30) days' **written** notice to the other Party if Beckman Coulter determines, in its sole discretion, that it cannot repair the covered Instrument or Equipment for any reason. In the case of such early termination, fees shall be calculated in accordance with Section 14 below (Early Termination; Pro-Rata Fee Schedule).

10. WARRANTY. Beckman Coulter warrants that the Services to be performed hereunder shall be performed in a workmanlike manner and conform to Beckman Coulter's standards and that the parts supplied hereunder shall conform to Beckman Coulter's specifications. THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE AND IS THE ONLY WARRANTY GIVEN BY BECKMAN COULTER. CUSTOMER AGREES THAT THERE ARE NO UNDERTAKINGS, AGREEMENTS, OR REPRESENTATIONS EXPRESSED OR IMPLIED, NOT SPECIFIED IN THIS AGREEMENT AND THAT THIS INSTRUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. BECKMAN COULTER'S SOLE LIABILITY AND RESPONSIBILITY UNDER THE FOREGOING WARRANTY IS TO RESERVICE THE EQUIPMENT OR INSTRUMENT(S) AND/OR REPAIR OR REPLACE THE DEFECTIVE PART OR, AT BECKMAN COULTER'S OPTION, RETURN THE SUM PAID FOR SUCH DEFECTIVE PART OR SERVICES.

11. PRICING. The prices for Services under this Agreement are set forth in the Quote and, if covered, include the cost of labor, travel, and parts, provided that the Services are performed during the hours covered in the applicable Service Plan purchased. All on-site service, regardless of the Service Plan purchased, is provided during Beckman Coulter's regular business hours and, unless otherwise agreed by Beckman Coulter, is subject to availability of Beckman Coulter 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: (i) moving, re-installing, de-installing or decontaminating equipment and (ii) service on any uninterruptible power systems, line conditioners, or laboratory information service.

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12. PAYMENT TERMS; COLLECTION COSTS. Payment for Services shall be made by Customer to Beckman Coulter 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 Beckman Coulter's then prevailing rates for travel, expenses, parts, and labor.

If Customer fails to pay an invoice by the due date, Beckman Coulter 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 (1½%) per month or the maximum legal interest rate. Customer agrees to pay all collection costs, including without limitation, reasonable attorneys' fees and expenses Beckman Coulter incurs as a result of Customer's failure to pay as provided in this Section 12.

13. TERM AND TERMINATION.

A. Term. This Agreement is effective on the earlier of Customer's written acceptance of the Quote or commencement of Services, whichever is earlier ("**Acceptance Date**") and shall remain in effect until the expiration or termination of all Services, unless earlier terminated as permitted herein (collectively, the "**Term**").

B. Termination. Either Party may terminate this Agreement in its entirety prior to the expiration of the Term or, in part, any underlying Services or Service Plan prior to the expiration of the applicable Service Term, upon thirty (30) days' written notice to the other Party. Any Service performed prior to the Acceptance Date of this Agreement or performed after the expiration or termination of this Agreement or applicable Service Term, as the case may be, will be billed at Beckman Coulter's then current time and materials rate.

14. EARLY TERMINATION; PRO-RATA FEE SCHEDULE. In the event the Agreement is terminated prior the expiration of the Term, or any Service Plan is terminated prior to the expiration of its Service Term, Beckman Coulter 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 the actual services rendered, whichever is greater; provided, however, in the event that PM is completed prior to the effective date of any such early termination, Beckman Coulter 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.

15. INDEMNITY AND WAIVER. (a) Beckman Coulter agrees to indemnify and save harmless Customer from and against any and all claims, demands, suits and expenses by reason of injury or death of any person(s) or damage to any property ("Claims") to the extent (except as excluded hereafter) solely and directly attributable to the negligent acts or negligent omissions of Beckman Coulter, its agents or employees while on the premises of Customer and arising out of the Services provided herein. (b) Customer agrees to indemnify and save harmless Beckman Coulter from any and all Claims, for Customer's misuse of Equipment contrary to documentation, specifications or instructions, or Customer's breach of this Agreement, to the extent (except as excluded hereunder) solely and directly attributable to the negligent acts or negligent omissions of Customer or tis employees or agents. 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 and for all consequential damages due to loss of profit, loss of goodwill or interruption and/or loss of business or any other cause whatsoever.

16. LIMITATION OF LIABILITY.

A. EXCEPT FOR BREACH OF CONFIDENTIALITY, NEITHER PARTY WILL HAVE ANY LIABILTY TO THE OTHER PARTY, OR ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTIAL, CONSEQUENTIAL, EXEMPLARY OR PENALTY LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF GOODWILL OR INTERRUPTON 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.

B. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR BREACH OF CONFIDENTIALITY UNDER SECTION 17 AND BECKMAN COULTER'S INDEMNITY OBLIGATIONS UNDER SECTION 15, BECKMAN COULTER'S TOTAL LIABILITY TO CUSTOMER UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT MONEY DAMAGES NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER UNDER THE APPLICABLE QUOTE.

17. CONFIDENTIALITY AND NON-DISCLOSURE. In consideration for Customer granting Beckman Coulter access to Customer's premises to carry out the Service obligations set forth in this Agreement, Beckman Coulter agrees to: (1) hold in confidence any Confidential Information (defined below) that may be incidentally disclosed to Beckman Coulter's employees or observed by Beckman Coulter's employees in the course of accessing Customer's premises; (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 Beckman Coulter uses to protect its own confidential information, but in no event less than reasonable care. Beckman Coulter's confidentiality and non-disclosure obligations do not apply to Confidential Information that: (a) at the time of disclosure by Customer to Beckman Coulter is generally available to the public or in the public domain; (b) after disclosure by Customer to Beckman Coulter, becomes generally available to the public or part of the public domain by publication or otherwise, except by breach of this Agreement by Beckman Coulter; (c) Beckman Coulter can establish by reasonable proof was in its possession at the time of disclosure by Customer or is independently derived by Beckman Coulter or its affiliates without use of or access to the Confidential Information; (d) Beckman Coulter or its affiliated companies receives from a third party having the right to disclose such Confidential Information to Beckman Coulter or such affiliated company and who does not require same to be maintained confidential; (e) is transmitted to Beckman Coulter after Customer has received written notice from Beckman Coulter that Beckman Coulter 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 Beckman Coulter gives Customer prompt notice prior to such disclosure. Beckman Coulter's confidentiality and non-disclosure obligations under this Agreement will survive for six (6) years

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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 Customer to Beckman Coulter relating to Customer's business, including but not limited to, 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.

18. DATA PROTECTION. Customer and Beckman Coulter 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 Beckman Coulter 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 Beckman Coulter. Beckman Coulter 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 Beckman Coulter to that which is reasonably necessary for Beckman Coulter to perform Services; (c) Beckman Coulter 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 Beckman Coulter, 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 Beckman Coulter. 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.

19. OWNERSHIP OF PARTS. All parts, for which Beckman Coulter has removed or supplied a replacement, shall become the property of Beckman Coulter.

20. CAUSES BEYOND CONTROL. Beckman Coulter is not responsible for failure to fulfill its obligations under this Agreement from causes beyond its control.

21. WORKER'S COMPENSATION. Beckman Coulter agrees to maintain Worker's Compensation insurance as may be required by law covering its employees who perform the Services.

22. 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, Customer may not assign any part of this Agreement without the express written consent of Beckman Coulter.

23. ENTIRE AGREEMENT. These Terms and Conditions, together with the Quote and any attachments or documents referred to and incorporated by reference, constitute the entire understanding and agreement between Customer and Beckman Coulter 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.

24. NOTICES. All notices under this Agreement shall be directed to the receiving Party: (a) if to Customer, to Customer's address set forth in the applicable Quote and (b) if to Beckman Coulter, 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 Beckman Coulter:
Beckman Coulter, Inc.
5350 Lakeview Parkway South Drive
Indianapolis, IN 46268
Attention: Service Operations

With a Copy to:
Beckman Coulter, Inc.
5350 Lakeview Parkway South Drive
Indianapolis, IN 46268
Attention: Legal Department

25. 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.

26. GOVERNING LAW. This Agreement is entered into and shall be governed and construed by the laws of the state in which Customer is principally located.

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

28. 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.

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