FAST TRAK CONSULTING SERVICES
Terms and Conditions – USCAN

The following terms and conditions ("Terms and Conditions") apply to the consulting services provided by Cytiva in matters relating to bioprocess.

1. SCOPE

1.1. Cytiva agrees to perform certain consulting services to the Client as described in Cytiva's quote ("Services"), when applicable, for the period defined therein. The Parties shall agree any additional services in writing (including, without limitation, additional days of work) in advance of Cytiva's initiating any such additional services.

1.2. Notwithstanding Section 4 below, the Client hereby agrees that while the recommendations and advice provided by Cytiva pursuant to these Terms and Conditions are made in good faith and on the basis of information known to Cytiva at the time, Cytiva makes no guarantee or warranty with respect to Client's use of the results of the Services. When applicable, the Client shall perform the tests required before implementing products and/or procedures based on the Services.

2. PRICE AND PAYMENT

2.1. In consideration of the Services, the Client shall pay Cytiva the amount prescribed in Cytiva's quote per each eight-hour work day of consulting Services, per consultant ("Price"). All payments hereunder shall be due and payable by the Client in full within thirty (30) days after the date of invoice issued by Cytiva.

2.2. In the event of late payment of any amount due under these Terms and Conditions, Cytiva may: *(i)* suspend delivery of Services and/or cancel any of its outstanding obligations hereunder; and/or *(ii)* charge the Client interest on such unpaid amounts at the lower of *(A)* twelve percent (12%) per annum; or *(B)* the highest rate per annum permitted under applicable law, in each case calculated on a daily basis from the date such amount first becomes due until such amounts are paid in full. The Client shall reimburse Cytiva for reasonable costs (including attorney's fees) relating to collection of any unpaid amounts.

2.3. (a) All payments due and payable by the Client to Cytiva under these Terms and Conditions are exclusive of any Value Added Tax ("VAT"), sales and use tax, goods and services tax and similar indirect taxes. In the event that any VAT, sales and use tax, goods and services tax and similar indirect taxes are properly due under any applicable law, regulation or otherwise, this shall be charged by Cytiva in addition to any other payments due hereunder and shall be payable by the Client on receipt of a valid invoice issued by Cytiva, unless the Client provides Cytiva with valid exemption documentation allowing Cytiva not to charge the relevant indirect taxes. In addition and in the case of US domestic transactions only *(i)* in the event Cytiva is assessed taxes, interest and penalty by any taxing authority, Customer agrees to reimburse Cytiva for any such taxes, including any interest or penalty assessed thereon; and *(ii)* each Party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.

(b) All payments shall be made by Client in full, free and clear of all deductions (including but not limited to withholding taxes). Client shall gross-up the amounts due hereunder in order that the payments provided for under these Terms and Conditions are paid fully such that Cytiva is in the same position as if no withholding had taken place. Client shall furnish to Cytiva within one (1) month accurate official receipts from the appropriate governmental authority for all deducted or withheld taxes.

3. HEALTH AND SAFETY

3.1. If the Services are scheduled to be provided at Client's location, the following provisions shall apply:

a) Client is responsible for maintaining its facilities in compliance with applicable local, state and federal environmental, health and safety ("EHS") laws and regulations. Client shall provide to Cytiva employees a copy of the current and relevant safety rules and procedures. Client will timely correct all EHS non-compliance identified by Cytiva and reported to Client. Cytiva's may not initiate or may suspend the Services if it considers that there is a risk to people's health and safety, without incurring any further cost or liability.

b) If Cytiva is bringing equipment to Client's premises ("Equipment") for purposes of the Services, Client shall, at its sole cost and expense, obtain and maintain in effect for as long as the Equipment is in Client's premises, insurance policies providing at least the following coverage:

(i) General liability insurance, in occurrence form, insuring Client against any and all liability for injury to or death of a person or persons, and for damage to or destruction of property, occasioned by or arising out of or in connection with Client's use of the Equipment, and including contractual liability coverage for Client's indemnity obligations under these Terms and Conditions, to afford protection with a minimum combined single limit of liability of at least $3,000,000; and

(ii) Standard all-risk property and casualty insurance, insuring Client's property, improvements and equipment against those risks normally encompassed in an all-risk policy, and such other risks as a reasonably prudent owner of similar property in the locality where the Equipment is located would normally insure against, such insurance to provide for the payment of full replacement cost in the event of a total destruction of Client's property and other improvements and shall name Cytiva as loss payee for its respective interest.

4. WARRANTY

4.1. CYTIVA MAKES NO WARRANTY AS TO THE PERFORMANCE AND/OR RESULTS TO BE ATTAINED BY CLIENT BY VIRTUE OF THE SERVICES. ALL WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS (STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) AS TO QUALITY, CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT (EXCEPT FOR THE IMPLIED WARRANTY OF TITLE, IF APPLICABLE) ARE HEREBY EXPRESSLY EXCLUDED.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. All rights, title and interest worldwide in any copyrights, patents, inventions, trade secrets, technical information, technical data, trademarks, service marks or trade names ("Intellectual Property Rights") in or associated with the Services shall at all times remain vested solely and exclusively in Cytiva or its Affiliates or licensors. Nothing in these Terms and Conditions or otherwise shall be construed in any way to grant to the Client any express or implied option, license or other right, title or interest in or to any Confidential Information of Cytiva, any trademark or any Intellectual Property Right owned by or licensed to Cytiva or any of its Affiliates.

5.2. Any copyrighted or copyrightable works, ideas, discoveries, inventions, patents, products or other information developed in whole or in part by Cytiva in connection with the Services ("Work Product") shall be the exclusive property of Cytiva.

5.3. For avoidance of doubt, Cytiva shall have no interest in Client's Confidential Information other than to perform the Services hereunder.

6. LIMITATION OF LIABILITY

6.1. Cytiva shall have no liability under the warranties contained herein with respect to any defect in the Services or Equipment arising from: *(i)* specifications or materials supplied by the Client; *(ii)* fair wear and tear; *(iii)* willful damage or negligence of the Client; *(iv)* abnormal working conditions at the Client's premises; *(v)* failure to follow Cytiva's instructions (whether oral or in writing); or *(vi)* Equipment misuse, relocation or installation by someone other than Cytiva's authorized persons.

6.2. IN NO EVENT SHALL CYTIVA BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND HOWEVER CAUSED (INCLUDING FAULT OR NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS AND THE SERVICES INCLUDING, WITHOUT LIMITATION, DATA LOSS, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION.

6.3. The total liability of Cytiva and its Affiliates and their respective representatives arising out of or in connection with these Terms and Conditions and/or the Services and the Equipment, whether in contract, tort (including negligence), statute or otherwise, shall, to the maximum extent permitted by applicable law, be limited to damages in an amount equal to the amount paid by the Client to Cytiva under these Terms and Conditions.

6.4. Nothing in the above shall limit or exclude any liability of Cytiva which may not be limited or excluded at law.

7. INDEMNIFICATION

7.1. Cytiva shall defend, indemnify, and hold harmless Client from and against any and all damages incurred or suffered by Client arising, directly or indirectly, from any: *(i)* breach by Cytiva of any of its covenants, agreements, representations, warranties or other obligations in these Terms and Conditions; or *(ii)* fraud, gross negligence or intentional misconduct by Cytiva or its representatives in connection with these Terms and Conditions.

7.2. Client shall defend, indemnify, and hold harmless Cytiva and its affiliates, and their respective representatives, from and against any and all damages incurred or suffered by Cytiva or such persons arising, directly or indirectly, from: *(i)* any breach by Client of any of its covenants, agreements, representations, warranties or other obligations in these Terms and Conditions; *(ii)* any fraud, gross negligence or intentional misconduct by Client or such persons in connection with these Terms and Conditions; *(iii)* any misuse or unintended use of the Equipment; and *(iv)* any claim that the Client´s use of the Equipment and/or the Services infringes the intellectual property rights of any third party.

8. CONFIDENTIALITY

8.1. Each Party (the "Recipient") may receive or have access to certain information of the other Party (the "Discloser") that is Confidential Information of Discloser. Recipient agrees to keep Discloser's Confidential Information confidential and not to disclose such Confidential Information, in whole or in part, to any person, other than to Recipient's Representatives who need to know such Confidential Information for the purpose of these Terms and Conditions, who are informed of the confidentiality obligations of Recipient hereunder and who are bound by substantially equivalent confidentiality obligations as Recipient.

8.2. Recipient shall not use, or allow the use of, the Confidential Information of Discloser for any purpose other than in the furtherance of the Services.

8.3. Confidential Information shall not include any information that:

a) Was publicly available prior to the date of these Terms and Conditions;
b) Was already known by Recipient on a non-confidential basis prior to its disclosure to Recipient or its Representatives;
c) Recipient can demonstrate was independently developed by it without reference to any information comprising Discloser's Confidential Information;
d) Was rightfully received from a third party with no duty of confidentiality;
e) Was disclosed by Recipient with Discloser's prior written consent; or
f) Is required to be disclosed by the Recipient pursuant to a legally enforceable order, judgment, law or regulation; provided that any such disclosure shall only be made to the extent necessary to comply therewith.

8.4. The Recipient shall notify the Discloser immediately if it becomes aware of any disclosure in breach of the obligations in this Section.

8.5. This Section shall survive for a period of five (5) years after the expiration or termination of the Services.

9. TERM AND TERMINATION

9.1. These Terms and Conditions shall become effective on the date of Customer's acceptance of the Cytiva quote and remain in effect until the conclusion of the Services, except if otherwise agreed in writing.

9.2. Either Party may immediately terminate these Terms and Conditions:

a) Upon such Party providing written notice to the other Party if such other Party breaches any provision of these Terms and Conditions in any material respect and fails to remedy such breach within thirty (30) days after the non-breaching Party delivers written notice of the breach to the breaching Party; or

b) Without notice and without prejudice to any other rights hereunder with respect to a Party in the event of *(a)* such Party's insolvency, receivership, or voluntary or involuntary bankruptcy; *(b)* an assignment by such Party for the benefit of creditors; or *(c)* any substantial part of such Party's property being or becoming subject to any levy, seizure, assignment or sale for or by any creditor or governmental agency without being released or satisfied within thirty (30) days thereafter.

9.3. In the event of termination for any reason:

a) Any Equipment in Client's possession shall be immediately returned to Cytiva; and

b) Client shall promptly pay Cytiva any monies due for the Services actually performed and expenses actually and reasonably incurred from its effective date until the date of termination.

10. DISPUTES AND GOVERNING LAW

10.1. These Terms and Conditions and all further documents executed pursuant to it shall be governed by and construed in accordance with New York law, excluding the rules on the conflict or choice of laws. In no event shall these Terms and Conditions be governed by the UN Convention on Contracts for the International Sale of Goods.

10.2. Any dispute, controversy, or claim relating to these Terms and Conditions ("Dispute") shall be resolved first through good faith negotiations between the Parties. If the Dispute cannot be resolved through good faith negotiation, then the Parties agree to submit the Dispute to mediation. The requirement of mediation and negotiation may be waived upon mutual written consent of the Client and Cytiva.

10.3. If the Dispute is not otherwise resolved through negotiation or non-binding mediation within a reasonable time period (such time period not to exceed seventy-five (75) days from the date the Dispute was first notified by either Party to the other), either party may submit the Dispute exclusively to the New York Courts. THE PARTIES EXPRESSLY WAIVE AND FOREGO ANY RIGHT TO A TRIAL BY JURY.

11. MISCELLANEOUS

11.1. Relationship. The relationship of the Parties hereunder is that of independent contractors. Nothing in these Terms and Conditions shall be deemed to create a partnership, joint venture or similar relationship between the Parties, and no Party shall be deemed to be the agent of the other Party.

11.2. Entire Agreement. Unless otherwise specified herein, these Terms and Conditions represent the entire agreement between the Parties and supersede in their entirety all prior agreements concerning the subject matter hereof, and no modification, amendment, revision, waiver, or other change shall be binding on either Party unless consented to in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not contained or referenced herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced to enter into these Terms and Conditions by any representations of the other Party not contained in these Terms and Conditions.

11.3. Force Majeure. Neither Party shall be liable for any failure of or delay in performing any of its obligations under these Terms and Conditions (other than any payment obligation), and neither Party shall be deemed to be in breach of any of its obligations hereunder, if such failure, delay or breach is due to any cause beyond the reasonable control of such Party, including, without limitation, war, terrorism, riots, fire, explosion, flood, earthquake, insurrection, embargo, strikes of employees, currency restriction, shortage of transport, inability to obtain power or fuel, general shortage of material, acts or omissions of governments in their sovereign capacity or failure of public utilities or common carriers, embargoes, shortage of or inability to obtain supplies (each, a "Force Majeure Event"). Such non-performance will be excused for as long as such Force Majeure Event shall be continuing. The non-performing Party shall give prompt written notice to the other Party of such Force Majeure Event. If the Force Majeure Event exceeds two (2) months, Cytiva may immediately terminate these Terms and Conditions without liability.

11.4. Assignment. Neither Party may assign, delegate or otherwise transfer its rights and obligations in whole or part, or any right, remedy, obligation or liability arising hereunder or by reason hereof, except without the prior written consent of the other Party hereto. Notwithstanding, Cytiva may assign these Terms and Conditions without Client's consent to *(i)* one or more of its affiliates; or *(ii)* to a successor to, or purchaser of that portion of its business to which the Services pertains. Subject to the foregoing, these Terms and Conditions shall inure to the benefit of and be binding upon the Parties hereto and their respective permitted successors and assigns. Cytiva may sub-contract any part of its rights and obligations to an Affiliate or third party as determined by Cytiva.

11.5. No Third Party Beneficiaries. These Terms and Conditions is entered solely by and between, and may be enforced only by, the Parties hereto (and their respective permitted successors and assigns) and, except to the extent expressly provided for herein, is not intended to confer on any other person any rights, remedies, obligations or liabilities under or by reason of these Terms and Conditions.

11.6. Severability. If any provision of these Terms and Conditions or the application thereof in any particular circumstance, is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision hereof and the remaining provisions of these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11.7. Waiver. Failure by either Party hereto to enforce any rights under these Terms and Conditions shall not be construed as a waiver of such rights nor shall a waiver by either Party hereto in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

11.8. Notices. All notices, requests and other communications to any Party hereunder shall be in writing and shall be given to Cytiva or the Client, as the case may be.

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