Terms and Conditions for MatTek Study Services

1. Engagement

1.1. These general terms and conditions for services ("**GTCs**") apply to the provision of Services (as hereinafter defined), as set out in the statement of work or study outline to which these GTCs are appended or otherwise referenced therein ("**SOW**"), by **MatTek Corporation**, a Massachusetts corporation with a principal office at 200 Homer Avenue, Ashland, MA 01721 ("**MatTek**") to the company named in the SOW ("**Sponsor**"). MatTek shall supply, and Sponsor shall purchase, the Services in accordance with and based on these GTCs, which along with the SOW, shall be referred to as the "**Agreement**". The Agreement shall be binding upon the Parties upon the execution and delivery by each Party of the SOW. In the event of conflict between the terms in these GTCs and the SOW, the terms in the GTCs shall prevail. MatTek and Sponsor may hereinafter sometimes be referred to individually as a "**Party**" and together as the "**Parties**".

1.2. The Agreement comprises the entire agreement between the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the Services. This Agreement supersedes and prevails over any of Sponsor's terms and conditions, regardless of when or how Sponsor has submitted such other terms. Fulfilment of Sponsor's order does not constitute acceptance of Sponsor's terms and conditions and does not serve to modify or amend this Agreement. No variation to these GTCs shall be binding unless agreed in writing between an authorized representative of both Sponsor and MatTek. Any additional or different terms not so expressly accepted by both Parties in writing are hereby expressly rejected and are void.

1.3. A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time. A reference to a statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.4. "**Affiliate**" means any legal entity, whether or not incorporated, entitled to carry on business in any country, which now or hereafter directly or indirectly controls, is controlled by, or is under common control or ownership, with a Party. For purposes of this definition, the term "control," "controlled by" and "under common control or ownership with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise. Services may be performed by MatTek or a MatTek Affiliate. Furthermore, MatTek may engage contractors or agents to perform aspects of the Services.

2. Services

2.1. "**Services**" means the services to be performed by MatTek to Sponsor, as more completely described in the SOW and the applicable Study Protocol(s) (as hereinafter defined). For the avoidance of doubt, where the Services are performed in accordance with the principles of GLP (as hereinafter defined), the term Services includes the nonclinical laboratory study as defined in 21 CFR 58 and further described in the SOW and the applicable Study Protocol(s). MatTek shall not commence performance of the Services until MatTek has received and accepted a Purchase Order ("**PO**") for such Services that is in accordance with the SOW.

2.2. Subject to performance of the Services in accordance with the SOW, MatTek provides no warranty that the Services shall be fit for any particular purpose.

2.3. MatTek shall perform the Services using reasonable skill and care and in accordance with the principles of Good Laboratory Practice ("**GLP**") or on a non-regulated basis, as determined in the SOW. Unless otherwise set forth in the SOW or Study Protocol, "GLP" means the good laboratory practices for conducting nonclinical laboratory studies under 21 CFR 58. Procedures and processes to be utilized in performance of the Services shall be as described in the SOW and, in particular, the relevant Study Protocol(s) (as hereinafter defined).

2.4. Any timelines for the provision of the Services set out in the SOW shall be estimated timelines provided in good faith by MatTek and based on the relevant information available to MatTek at the point of entering into the SOW. MatTek shall use reasonable efforts to perform the Services within any timelines provided in the SOW; however, time shall not be of the essence in the performance of the Services.

3. Study Protocol

3.1. "**Study Protocol**" means the set of approved written instructions detailing how the Services are to be performed and, for the avoidance of doubt, is synonymous with the study plan. A Study Protocol shall not be prepared until there is an accepted PO.

3.2. The Services shall be as more particularly described in the relevant Study Protocol. For the avoidance of doubt, Sponsor is solely and exclusively responsible for the selection of the Services to be performed, as well as any other related regulatory or non-regulatory determination. Sponsor shall have the ultimate responsibility for determining which Services are required to meet Sponsor's requirements, including, but not limited to, any relevant regulatory requirements. Sponsor hereby agrees and acknowledges that any overview provided by MatTek of the various services is not included in and does not form part of the Services.

3.3. MatTek shall be responsible for the preparation of the Study Protocol. Sponsor shall cooperate with MatTek by providing, as soon as reasonably practicable, its comments on the wording proposed by MatTek. The Parties shall work in good faith to agree on the final wording of the Study Protocol in a manner and within the timeline provided for in the agreed workplan for the Services. Such approved Study Protocol shall be signed by both Parties. It shall be the responsibility of Sponsor to be satisfied that the terms of the relevant Services, as finally agreed in the Study Protocol, are satisfactory for the purposes of carrying out the relevant Services in compliance with all of Sponsor's requirements, including but not limited to, any relevant regulatory requirements.

3.4. Any estimated timelines provided for performance of the Services shall be subject to adjustment to take account of any delay in the approval of the relevant Study Protocol.

4. Changes

4.1. Sponsor's requested changes to the Services (for the avoidance of doubt, including amendments to the SOW or Study Protocol) shall only be implemented if a written change order is signed by both Parties (each, a "**Change Order**"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, price, timelines, or other relevant matters. The Change Order will become effective upon execution by both Parties, and MatTek will be given a reasonable period of time within which to implement the changes. Both Parties agree to act in good faith and promptly when considering a Change Order request by the other Party. MatTek reserves the right to postpone effecting material changes in the scope of the Services until such time as the Parties agree to and execute the corresponding Change Order. Sponsor understands and agrees a Change Order may include additional or revised fees or timelines if, among other things, there is a change in the details of or the assumptions upon which an SOW or the corresponding Study Protocol is based (including, but not limited to, changes in an

agreed starting date for the Services, suspension of the Services by Sponsor, or revisions to MatTek's responsibilities).

5. Prices; Payment

5.1. Pricing for the Services shall be set forth in the SOW. Charges for services not set forth in a SOW will be invoiced separately at the time of occurrence at MatTek's prevailing rates for the applicable services. All prices are exclusive of value-added, sales, use, service, withholding, or other tax (other than income tax to which MatTek may be subject) (collectively, "**Tax**"), which shall be payable in addition by Sponsor. If any amount due under the Agreement is subject to such Tax which has the effect of reducing the amount of money which MatTek would have been entitled to receive or retain from Sponsor under the Agreement but for such Tax, Sponsor will, at MatTek's request, pay to MatTek such additional sum at the rate for the time being prescribed by law for that Tax. Sponsors within the EU shall be obligated to indicate their value-added tax identification number.

5.2. Unless otherwise stated in the SOW, freight and insurance are not included in the price and Sponsor shall be responsible for paying MatTek's charges for transport, packaging, freight and insurance and will be charged a surcharge for any tariffs, duties or other governmental charges ("**Tariff Surcharge**") pertaining to the Deliverables. MatTek reserves the right to add or revise the Tariff Surcharge upon written notice to the Sponsor if additional duties (including tariffs) are applied to the Deliverables between the issuance or acceptance of the SOW, delivery and invoice to the Sponsor.

5.3. If, under the SOW, the price is to be paid in installments and in the event any installment is outstanding beyond its due date, MatTek shall be entitled to receipt of all sums outstanding, including any installment payable on receipt of any Deliverable, prior to release of such Deliverable to Sponsor. MatTek reserves the right to submit separate invoices for each project initiated. Without prejudice to the foregoing, in the event that any part of the price remains outstanding beyond its due date, MatTek shall be entitled to suspend the Services under this Agreement, provided fourteen (14) days' prior written notice is provided to Sponsor and Sponsor does not pay such outstanding sums within such fourteen (14) day period. The Services shall remain suspended until settlement of the outstanding sum, and any delay in completing the Services as a result thereof shall be the responsibility of Sponsor.

5.4. Unless otherwise stated in the SOW, all payments are due, without set-off or deduction, within thirty (30) calendar days after the date of the invoice, in U.S. Dollars. MatTek may, at its option, charge interest daily on past due amounts at a varying rate of the lesser of: (i) two percentage points (2%) per annum above the then-current prime (sometimes called base) rate of interest announced by Citibank, N.A.; and (ii) the maximum rate of interest allowed by law.

5.5. If MatTek concludes, in its sole discretion, that the financial condition of Sponsor at any time jeopardizes its ability to perform its obligations hereunder, MatTek may require cash payments or additional security satisfactory to MatTek before further performance by MatTek. Sponsor's failure to timely pay any invoice shall operate to make all other invoices of MatTek immediately due and payable and, at the discretion of MatTek, shall be grounds for cancellation of any further performance by MatTek hereunder without further obligation to MatTek and without limitation to all other remedies available to MatTek under this Agreement or pursuant to applicable law. The receipt by MatTek of part payment shall not constitute a waiver of any rights of MatTek as set forth herein or provided by law, or satisfaction of any amounts otherwise due and payable to MatTek hereunder.

6. Test Materials

6.1. "**Test Materials**" means the test articles or other materials or data required for performance of the Services are either (a) to be provided by Sponsor to MatTek or (b) to be purchased by MatTek as directed by Sponsor.

6.2. Sponsor Provided Test Materials.

6.2.1. "**Sponsor Materials**" means the Test Materials to be provided by Sponsor to MatTek, together with any information relevant to Sponsor Materials, such as safety data sheets, specifications, instructions, guides, manuals, and any other documentation necessary for the storage, handling, maintenance, and use of such materials. Sponsor shall, at Sponsor's cost and expense, provide MatTek with sufficient quantities of Sponsor Materials in order to enable MatTek to perform the Services. Sponsor acknowledges and agrees that MatTek shall not be obligated to commence performance of the Services until Sponsor has provided all of Sponsor Materials (for the avoidance of doubt, including all relevant documentation pertaining thereto). Sponsor shall ship materials to MatTek in accordance with DAP INCOTERMS 2020 MatTek destination.

6.2.2. In the event Sponsor Materials require a regulatory license or other formal consent for their transport to MatTeks's premises, storage, handling or use, it is an essential condition of the Agreement that Sponsor shall provide to MatTek all information reasonably required to enable MatTek to obtain any such regulatory license or other consent where MatTek has a statutory or regulatory obligation to do so, and otherwise Sponsor shall provide MatTek with evidence that all such regulatory licenses and other formal consents for such transport, storage, handling and use of Sponsor Materials, as applicable, are in place. MatTek shall use reasonable efforts to obtain any such regulatory licenses and other formal consents where it has a regulatory or statutory duty to do so and commencement of the Services shall be subject to all such necessary regulatory licenses and consents being in place. If it is not possible to obtain any required regulatory licenses or consents after reasonable efforts have been made to do so, either Party shall be entitled to terminate the applicable SOW subject to payment to MatTek of all sums due up to and until the time of such termination.

6.2.3. Sponsor shall ensure that Sponsor Materials are fit for purpose. In the event that the Services are required to be repeated as a result of any defect, error, or omission in Sponsor Material, Sponsor shall be responsible for all additional costs arising therefrom.

6.2.4. Sponsor represents and warrants that it has, and shall continue to have throughout the duration of the Agreement, the necessary authority, including third party consents, to provide Sponsor Materials, with relevant information thereon, to MatTek and to enable use by MatTek of Sponsor Materials in provision of the Services without breach of any third party intellectual property rights, and MatTek shall have no obligation to establish that such authority and consents exist.

6.2.5. Sponsor shall ensure that it has sufficient Sponsor Materials to permit the repeat of the Services where required. In the event Sponsor Materials are lost or damaged so as to be unfit for use through the fault of MatTek or in the event the Services or any part thereof need to be repeated through the fault of MatTek and additional Sponsor Materials are required for such repeated performance, Sponsor shall provide MatTek with sufficient replacement Sponsor Materials, as applicable, to enable the affected Services to be repeated, subject to MatTek being responsible for the cost of transporting the replacement Sponsor Materials to the MatTek's premises.

6.2.6. Upon completion of the Services, any remaining Sponsor Materials shall be handled in accordance with Sponsor's reasonable instructions that are agreed upon by the Parties, at Sponsor's cost, or, if no such instructions are provided and agreed upon, in accordance with Section 8.3.

6.3. MatTek Purchased Test Materials.

6.3.1. If agreed by the Parties in the SOW or Study Protocol, MatTek may purchase the applicable Test Materials. IN SUCH CASES, MATTEK MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING SUCH TEST MATERIALS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. It shall be Sponsors responsibility to specify the particular Test Materials to be purchased by MatTek and to ensure same are fit for the purpose. In the event that the Services are required to be repeated as a result of specifying the wrong Test Materials, Sponsor shall be responsible for all additional costs arising therefrom.

7. **Deliverables**.

7.1. "**Deliverables**" means any reports (including any Draft Report and Final Report) and the results contained therein and any Output Materials provided by MatTek to Sponsor as a result of the Services.

7.2. Delivery Dates. Any times indicated as delivery dates for Deliverables to be provided or Services to be completed are estimates only and, for this reason, shall not be binding. If the performance of any Service or the provision any Deliverable is delayed for any reason, including due to an event of Force Majeure (as defined below), the delivery date for providing said Service or Deliverable shall be reasonably extended.

7.3. Sponsor is aware and agrees that the Services performed under this Agreement are dependent upon living systems and, therefore, the related risks and liabilities shall be exclusively carried by Sponsor. MatTek, therefore, under no circumstances assumes any liability nor any warranty for the achievement of a specific purpose or milestone, the timelines, results, or Deliverables.

7.4. Report. Unless otherwise agreed upon in the Study Protocol, the results of the Services performed under this Agreement shall be incorporated within a report to be prepared by MatTek upon completion of the Services (a "**Draft Report**"). The Draft Report shall be submitted to Sponsor electronically for review. Sponsor shall provide its comments or requested modifications on the Draft Report within thirty (30) days of the issuance of the Draft Report, unless some other time frame is agreed upon by the Parties in writing ("**Review Period**"). MatTek shall modify the Draft Report as agreed upon by Sponsor and MatTek, taking into account Sponsor's feedback, and shall issue a signed final report ("**Final Report**"). If no comments or modification requests are received by MatTek at the end of the Review Period, MatTek shall issue the Final Report. Any modifications requested by Sponsor after issuance of a Final Report shall be made, if agreed upon by MatTek, via an amendment to the Final Report and at an additional charge to Sponsor. Unless otherwise agreed by the Parties, the Draft Report and Final Report shall be sent to Sponsor via email.

7.5. Output Material. MatTek may provide Sponsor with images and materials that were produced in the performance of the Services ("**Output Materials**"), as set forth in the SOW or the corresponding Study Protocol. Any Output Materials provided shall be shipped, and risk of loss shall pass, in accordance with CPT (Incoterms 2020) MatTek's facility. Notwithstanding the foregoing, image may be provided electronically by MatTek to Sponsor. The following shall apply with respect to any Output Materials provided by MatTek to Sponsor under this Agreement:

7.5.1. Any Output Materials provided are for **research use only** and not for use in humans or animals for therapeutic, diagnostic, prognostic, transplantation, clinical, or in vivo purposes. Sponsor shall not administer or apply any Output Materials, or any product or output derived therefrom, to humans or animals.

7.5.2. As applicable, Output Materials do not include any personally identifiable information about tissue donors. Sponsor shall not attempt to identify or re-identify any donor, or to contact donors, or to link any experimental results to donor identities. Sponsor shall not use any Output Materials in a manner that would subject MatTek to obligations under health privacy or data protection laws by virtue of Sponsor's processing activities.

7.5.3. Sponsor is solely responsible for establishing and following appropriate biosafety, biohazard, and waste disposal procedures and for ensuring that all personnel handling Output Materials are suitably trained and qualified. Sponsor shall be solely responsible for properly storing, handling, using, and disposing of any Output Materials.

7.5.4. Sponsor shall not: (a) use Output Materials for any activity prohibited by applicable law, including creation of human embryos, reproductive cloning, or germline modification; (b) culture any human tissue models provided beyond recommended timepoints where doing so may alter phenotype; (c) implant Output Materials or any derivatives into animals or humans; (d) resell, donate, or transfer Output Materials to any third party (except to Sponsor's service providers under written obligations no less protective than this Agreement and solely for Sponsor's benefit); (e) reverse engineer, genetically modify, cryopreserve, disassemble, analyze, sequence, or otherwise attempt to determine the composition, structure, or formulation of any Output Materials or any progeny thereto, including the process of manufacturing any Output Materials; provided however, that Sponsor may perform sequencing, genotyping, or other molecular characterization on cells or tissues in Output Materials for internal research use so long as Sponsor (i) does not use such activities to determine or attempt to determine the composition, structure, or formulation of any Output Materials or any progeny thereto, including the process of manufacturing any Output Materials; (ii) does not use such activities to identify or contact any donor; and (iii) complies with applicable law and any additional restrictions communicated in writing by MatTek; or (f) use Output Materials as reference standards or controls for regulated diagnostic submissions without MatTek's prior written consent.

7.5.5. Sponsor's use of the Output Materials is limited to a single instance of use, as expressly authorized by MatTek. Sponsor shall not Propagate any Output Materials, and specifically but without limitation, shall not Propagate the primary or sub-cultured cells. For the avoidance of doubt, "**Propagate**" or "**Propagation**" means any deliberate act or series of acts intended to induce, promote, or sustain the replication, division, or multiplication of the Output Materials, including without limitation (a) passaging, subculturing, or expanding the Output Materials; (b) cryopreserving, banking, or otherwise storing the Output Materials for future cultivation; (c) providing the Output Materials with growth media, nutrients, or environmental conditions designed to encourage continued viability or proliferation beyond the period reasonably necessary to conduct a single permitted use; or (d) any other technique or process intended to maintain or increase the number of viable cells in the Output Materials. For the avoidance of doubt, "Propagation" does not include incidental or spontaneous cell division that occurs naturally during the ordinary course of a single permitted use, provided that the Sponsor does not take any affirmative steps to preserve, harvest, or utilize such naturally occurring progeny for any subsequent use.

8. **Quality**

8.1. Deviations. Any unplanned changes to the Study Protocol, including those activities that occurred unintentionally, will be in writing and contained within the study file. The impact on the outcome of the Services will be assessed. Any Study Protocol deviations will be communicated to Sponsor in a timely manner and, to the extent applicable, will be included within the Final Report. Any other deviations that may affect the quality of the data will also be included in the Final Report

8.2. Data Retention/Archives. Following issuance of a Final Report, all specimen, raw data, and documents generated by MatTek during performance of the Services, together with the original copy of the approved Study Protocol (including amendments) and the Final Report (collectively, **SOW Archive**") will be transferred to the scientific archives of MatTek for a period of approximately five (5) years, following which MatTek will have no obligation to continue to store the SOW Archives. At the end of the storage period, MatTek will contact Sponsor for the authorization to transfer the SOW Archive to Sponsor's facilities at the expense of Sponsor. In the case that Sponsor wishes MatTek to continue to store the SOW Archive at MatTek's facilities, a charge will be levied on a per box per year basis and, with respect to electronic data, MatTek may charge Sponsor based on the size of the data being stored. If no response is received from Sponsor, MatTek may, in its discretion, destroy the SOW Archives.

9. Inventions and Discoveries

9.1. Except as expressly outlined in this Section 9, all results generated in performance of the Services ("**Sponsor IP**") shall be the property of Sponsor. Sponsor IP shall not include any methodologies, processes, or procedures and technology, skills, and know-how relating thereto (hereinafter defined as "**New MaTek IP**") which New MatTek IP shall belong exclusively to MatTek. MatTek shall provide such assistance as shall be reasonably required by Sponsor to protect Sponsor IP including assisting Sponsor in its application for patents and other protection, subject always to Sponsor being solely and fully responsible for any and all costs associated with same.

9.2. In addition to the aforesaid, MatTek shall retain all rights to its pre-existing methodologies, processes, procedures, technology, skills, information, and know-how that MatTek uses in providing the Services ("**Background MatTek IP**") and no rights to use any Background MatTek IP or New MatTek IP for any purpose or to transfer the Background IP or New MatTek IP to any third party are granted to Sponsor under this Agreement. Furthermore, and notwithstanding anything to the contrary set forth in this Agreement, MatTek and its licensors retain all intellectual property in and to Output Materials, including compositions, formulations, matrices, media, designs, and methods. Except as expressly permitted, no license is granted under any intellectual property by the provision of the Output Materials. Sponsor owns the data it generates using Output Materials, subject to the restrictions in the Agreement; however, Sponsor shall not claim ownership in or to MatTek's underlying intellectual property embodied in Output Materials or any improvements thereto.

10. Warranty

10.1. All warranties in relation to the Services and any Deliverables, whether express or implied, except as expressly set forth in this Agreement, are hereby excluded to the fullest extent permitted by law. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH THIS AGREEMENT, MATTEK MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES AND ANY DELIVERABLES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL DELIVERABLES ARE PROVIDED "AS IS." SPONSOR ACKNOWLEDGES AND AGREES THAT SPONSOR'S USE OF ANY DELIVERABLES IS SOLELY AT SPONSOR'S RISK.

10.2. MatTek gives no warranty that supply of the Services and any Deliverables does not infringe any intellectual property rights of third parties.

10.3. Without prejudice to the terms in Section 11, in the event that MatTek should make an error in the performance of the Services and such mistake arises through the fault of MatTek, MatTek shall, at its sole option, have the opportunity, in full settlement of all sums due by it to Sponsor in respect of such error, to either:

10.3.1. repeat that part of the Services which is defective as a result of such error (where reasonably practicable to do so); or

10.3.2. refund to Sponsor (if such sum has already been paid by Sponsor) or otherwise deduct from the price, that part of the price which relates to the defective Services.

10.4. The obligations of MatTek contained in Section 10.3 shall be conditional upon the error not having arisen as a result of Sponsor's negligence, willful misconduct, or failure to comply with any of the terms of this Agreement, including, pursuant to Section 6:

10.4.1. any failure of Sponsor to provide all information relevant to Test Materials; or

10.4.2. Test Materials being unfit for purpose or defective.

11. No Consequential Damages; Limitation of Liability

11.1. TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER MATTEK NOR ANY MATTEK INDEMNIFIED PARTIES SHALL BE LIABLE TO SPONSOR, ANY SPONSOR INDEMNIFIED PARTIES, OR ANY OTHER PERSON, WHETHER BY WAY OF INDEMNIFICATION, CONTRIBUTION OR OTHERWISE, FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, OR LOSS OF USE, WHETHER ARISING FROM DEFECTIVE WORKMANSHIP OR MATERIALS, BREACH OF WARRANTY, DELAYS IN DELIVERY OR OTHER BREACH OF CONTRACT, PRODUCT LIABILITY, STRICT LIABILITY IN TORT OR ANY OTHER TORT OR FROM ANY OTHER CAUSE WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING THE NEGLIGENCE OR MISCONDUCT OF MATTEK OR ANY MATTEK INDEMNIFIED PARTIES.

11.2. TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE TOTAL AGGREGATE LIABILITY OF MATTEK AND THE MATTEK INDEMNIFIED PARTIES UNDER THIS AGREEMENT, WHETHER DIRECTLY OR BY WAY OF INDEMNIFICATION, IS LIMITED FOR ANY AND ALL LOSSES TO THE LESSER OF: (1) SPONSOR'S ACTUAL DAMAGES; OR (2) THE AMOUNT WHICH SPONSOR HAS PAID MATTEK FOR THE SERVICES GIVING RISE TO SUCH CLAIM.

12. Indemnification

12.1. Sponsor agrees to defend, indemnify and hold harmless MatTek and its Affiliates, and each of their respective employees, agents, officers, directors, successors and assigns (collectively, the "**MatTek Indemnified Parties**") from and against any and all losses, claims, costs, damages, actions, demands, expenses and liabilities whatsoever (including without limitation special, indirect, incidental, consequential or exemplary loss or damage including loss of profit or anticipated profit, business, contracts or goodwill) (collectively, "**Claims**") which may be suffered or incurred by any MatTek Indemnified Party or other third party in any jurisdiction whatsoever including, without limitation, any Claims arising out of or related to: (i) any negligent act or omission or willful misconduct of Sponsor or its employees, agents, officers, directors, successors and assigns; (ii) infringement of any intellectual property rights of any person or party arising from any Sponsor Materials, product, Study Protocol, specification, information, or instruction furnished by Sponsor; (iii) any and all actual or alleged injuries to, or deaths of, persons and any and all

damage to, or destruction of, property arising directly or indirectly from or relating to any Sponsor Materials, product, Study Protocol, specification, information, or instruction furnished by Sponsor; or (iv) any breach of this Agreement by Sponsor; except to the extent that any such Claims arise solely as a result of the material breach or gross negligence of MatTek.

12.2. MatTek shall give Sponsor prompt written notice of any such Claim and shall fully cooperate with Sponsor and its legal representatives, at Sponsor's expense, in the investigation of any matter which is the subject of indemnification. Sponsor shall not settle or resolve any such Claim without MatTek's prior written consent and MatTek shall not unreasonably withhold its approval of the settlement of any claim, liability or action covered by the indemnification provisions.

13. Insurance

13.1. During the performance of the Services and for a period of three (3) years thereafter, each Party shall maintain, at its own cost and expense, comprehensive general liability insurance, including product liability insurance, property damage insurance, public liability insurance, and completed operations insurance, designating the other Party as an additional insured, and maintain such coverage and limits in commercially reasonable amounts. The Parties shall further maintain, at their own cost and expense, workmen's compensation insurance and any other insurance required by law, in amounts consistent with statutory requirements. Within ten (10) calendar days of a Party's request, the other Party shall furnish certificates of insurance, issued by the applicable insurers, confirming the coverages, limits, and expiration dates of the respective insurance policies.

14. Confidentiality

14.1. As used herein, the term "**Confidential Information**" shall mean information that is proprietary to the disclosing Party or to such Party's Affiliate, or not generally known to the public, and which is disclosed by a Party and/or its Affiliates (together, the "**Discloser**") to the other Party and/or its Affiliates (together, the "**Recipient**"), including, without limitation, information of a technical nature such as manufacturing processes, devices or their methods of use, techniques, data, formulas, discoveries, drawings, validation plans and reports, specifications and characteristics of current products or products under development, research projects, methods and results, matters of a business nature such as information about costs, plans, margins, markets, sales, products, marketing or strategic plans, financial information, personnel records, secret or proprietary information, intellectual property and other information of a similar nature of Discloser and/or a third party to which it is bound, contractually or otherwise, to protect such Confidential Information, rights, title or interests, irrespective of the source of such disclosure insofar as said disclosure advances the purpose of performing its obligations or exercising its rights under this Agreement. Confidential Information may include information in any form, whether written, graphic, electronic, physical or other form and may include raw data, graphs, charts, drawings, models, samples, hardware, photographs, software or electronic code. Confidential Information shall not include information that, as shown by prior-existing written records: (i) is lawfully received by Recipient from other sources and Recipient has no reason to believe that these sources are subject to confidentiality restrictions of Discloser; (ii) is lawfully in the public domain or after its disclosure hereunder, lawfully enters the public domain other than as a result of a breach of this Agreement by Recipient or its employees, officers, directors or professional advisors; (iii) was lawfully known to Recipient prior to disclosure by Discloser under this Agreement; or (iv) the information containing the Confidential Information is independently developed by Recipient without reference to, or reliance on, the Confidential Information.

14.2. Confidentiality and Limited Use. Recipient shall keep all Confidential Information communicated to it by Discloser confidential in accordance with Section 14.3, shall use such Confidential Information solely for the purpose of performing its obligations or exercising its rights under this

Agreement, and shall not disclose any such Confidential Information to third parties without the prior written consent of Discloser. Notwithstanding the foregoing, Recipient may disclose Confidential Information (i) to its or its Affiliate's employees, officers, directors, or professional advisors bound by enforceable obligations of confidentiality consistent with this Section 14 who have a "need to know" such information in connection with the purposes in the foregoing sentence, and, in any event, Recipient shall remain responsible for, and liable to Discloser for, all such individuals' compliance with this Section; and (ii) to the extent required by law or other demand under lawful process; provided, however, that if permissible, Recipient gives Discloser prompt written notice prior to any disclosure required by demand under lawful process to allow Discloser to make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such information.

14.3. Protection of Confidential Information. Recipient shall treat Discloser's Confidential Information as confidential, using at least the same standard of care that Recipient uses to protect its own Confidential Information, provided, however, that such standard of care shall be at least that of a reasonable person in a substantially similar position as Recipient, and Recipient shall use reasonable measures to prevent the disclosure of the Confidential Information to a third party without Discloser's consent.

14.4. Ownership of Confidential Information. Discloser's Confidential Information shall remain the exclusive property of Discloser and Recipient shall obtain no rights in or title to such Confidential Information except solely to the extent necessary for performing its obligations or exercising its rights under this Agreement. Nothing in this Agreement shall be deemed to convey ownership, title, license or any other interest in or to any Confidential Information. Recipient shall not use Discloser's Confidential Information for its own purposes or those of a third party outside the purpose of performing its obligations or exercising its rights under this Agreement and, in particular, shall not use it commercially either directly or indirectly or in any other way.

14.5. Remedies. Recipient acknowledges that Discloser may be irreparably harmed by a breach of this Section 14 by the Recipient and therefore agrees that Discloser, without prejudice to any Party's right to damages, may seek injunctive relief, specific performance or other equitable relief for any breach by Recipient of this Section 14.

14.6. Survival. All obligations set forth in this Section 14 shall be effective during this Agreement and for a period of ten (10) years thereafter; provided, however, that any Confidential Information that constitutes a trade secret shall continue to be subject to the obligations of nondisclosure and non-use until such Confidential Information is no longer a trade secret through no fault of Recipient. Upon Discloser's written request, and at Discloser's option, Recipient shall: (i) return all Discloser's Confidential Information in its possession to the Discloser; or (ii) destroy all Discloser's Confidential Information in whatever form or format it is then maintained and confirm such destruction in writing to Discloser. Notwithstanding the foregoing, Recipient may retain: (x) one copy of Discloser's Confidential Information for recording purposes; and (y) Discloser's Confidential Information that has been electronically archived; provided, that in all such cases Recipient shall not access or use any such records or files following the date on which Recipient would have otherwise returned or destroyed the Confidential Information. The provisions of this Section 14 shall continue to apply to such retained copy.

15. **Termination**

15.1. Outside the reasonable control of MatTek, due to the nature of the Services which involves the use of biological materials, there may arise technical difficulties ("**Circumstances**") that prevent the completion of the Services. In the event such Circumstances arise, MatTek and Sponsor shall use reasonable efforts to mutually find a solution to enable provision of the Services. In the event a solution cannot be found within a period of twenty-eight (28) days of the occurrence of the Circumstances, either Party shall

then be entitled to terminate the affected part of the Services by serving written notice on the other Party. Notwithstanding any such notice of termination or termination of this Agreement, Sponsor shall promptly and fully remit the cost for all work performed by MatTek up to the date of termination, together with all costs incurred by MatTek as a result of such termination (excluding costs of laboratory space reserved for the terminated Services). MatTek will act reasonably to minimize any such costs chargeable to Sponsor.

15.2. Either Party may terminate this Agreement for cause immediately upon giving written notice to the other Party, if the other Party: (i) is in breach or default of any of its representations, warranties, covenants or obligations under this Agreement, and does not cure such breach or default within thirty (30) calendar days' written notice from MatTek specifying the nature of such material breach or default; (ii) becomes insolvent or becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, which is not resolved favorably in MatTek's reasonable judgment within sixty (60) calendar days, or is otherwise unable to pay its debts as they generally become due; (iii) becomes subject to property attachment, court injunction or court order which has a material adverse effect on its operations; or (iv) makes an assignment for the benefit of its creditors otherwise than pursuant to the provision of finance or credit in the ordinary course conduct of its ongoing business or is petitioned into bankruptcy.

15.3. Sponsor shall promptly give MatTek written notice of any transaction involving the merger, consolidation, or change of ownership or control of Sponsor, or of any transfer of all or a substantial part of Sponsor's assets. In the event that MatTek, in its reasonable discretion, determines that continuation of this Agreement subsequent to such a transaction or change would be detrimental to MatTek's interests, MatTek may terminate this Agreement immediately upon providing Sponsor with written notice thereof.

15.4. MatTek shall be entitled to terminate this Agreement on written notice in the event Sponsor fails to provide MatTek with the signed and approved Study Protocol within nine (9) months from MatTek's receipt of the PO from Sponsor, unless otherwise specified in the SOW.

15.5. If this Agreement is terminated, MatTek shall be entitled to compensation for any work or service performed for Sponsor up to and until the effective date of termination, which amounts may include all direct costs of labor, raw materials and parts purchased or contracted to be purchased and overhead costs incurred by MatTek. Sponsor agrees that MatTek's calculation of such costs shall be accepted by the Parties hereto. Sponsor shall not be entitled to receive any Deliverables under an SOW unless the Services are completed and Sponsor pays for the Services in full.

15.6. No Relief from Obligations. The termination of this Agreement shall not relieve either Party of any obligation or liability accrued hereunder prior to such termination, nor affect or impair the rights of either Party arising under this Agreement prior to such termination, except as expressly provided herein.

15.7. Survival of Certain Provisions. The provisions of this Agreement that, by their nature, must survive, shall survive termination of this Agreement.

16. **Trademarks; Publicity**

16.1. Trade Names and Trademarks. Each Party acknowledges that no right, interest, ownership or privilege of use of the other Party's name, identity, trade names or trademarks is granted or conveyed to such Party by reason of entry into this Agreement or performance under this Agreement.

16.2. Publicity. In the event that either Party desires to use the name, identity, trade names or trademarks of the other Party in connection with any advertising, promotion or other public announcement,

each Party must agree to such use in writing signed by an authorized representative of each Party, which writing shall specify the nature and extent of such use.

17. Compliance

17.1. Each Party shall comply with the international, national, state, and local laws, regulations, and rules applicable to it.

17.2. Sponsor acknowledges that: (a) MatTek may be subject to the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 et seq. (the "**FCPA**"); and, (b) MatTek may be subject to other bribery and corruption laws, including without limitation the UK Bribery Act and local laws for the jurisdictions covered thereunder. Sponsor further acknowledges that it is familiar with the provisions of the FCPA, the UK Bribery Act and applicable local bribery and corruption laws, and shall not take or permit any action that will either constitute a violation under, or cause MatTek to be in violation of, the provisions of the FCPA, the UK Bribery Act or similar, applicable local bribery and corruption law.

17.3. MatTek may request, process and use personal data from Sponsor to manage Sponsor's requests, claims, orders or repairs and for the continuing relationship management to Sponsor. Some of those data processing activities are handled on behalf of MatTek by its Affiliates or external service providers. These companies may be based worldwide, including outside the place of Sponsor's organization. For all cases involving a transfer of personal data, MatTek will comply with applicable data protection regulations. Without limitation to the foregoing, individuals have the right to access their data processed by MatTek and have such data updated. Subject to the legal requirements of data protection laws, individuals may also require that their data be deleted or blocked. For further information see MatTek's data protection policy posted at https://www.sartorius.com/en/data-protection.

17.4. Export Control. The Services and any Deliverables provided may be subject to international and national export restrictions. Acceptance of and delivery pursuant to this Agreement for Services and any Deliverables will be in strict compliance with the appropriate legal provisions and embargo regulations. Accordingly, for the performance of the Services and the provision of any Deliverables requiring approval are subject to the issue of an export license by the relevant authorities. In case the Services or any Deliverables require said approval, the Parties agree to work together on an appropriate End-User-Declaration from Sponsor (or the end user, if different) stating the precise use of the Services and Deliverables and including an informative company profile. MatTek performs Services and provides any Deliverables exclusively for civil and peaceful purposes. With placing the PO, Sponsor agrees to comply with all applicable laws and to provide all requested information and data in a timely manner to obtain the necessary documents.

17.5. To the extent applicable, MatTek will procure human-origin materials used in performance of the Services and in any Output Materials from suppliers or medical providers that are contractually responsible for obtaining legally sufficient informed consent from donors and, where applicable, for donor eligibility screening, consistent with applicable law and recognized ethical standards. MatTek does not provide, and Sponsor shall not rely on MatTek for, advice regarding Sponsor's ethical approvals or study governance.

17.6. Sponsor is solely responsible for (i) obtaining and maintaining, at its own cost, all Institutional Review Board (IRB)/Ethics Committee approvals, biosafety approvals, and any other regulatory, ethical, or institutional authorizations required for Sponsor's intended use of any Deliverables and for the handling, storage, use, transfer, and disposal of human-origin materials; (ii) determining the legal and regulatory status of its research program; and (iii) ensuring that its use, handling, storage,

disposal, shipment, and receipt of any Deliverables comply with applicable law, including, as relevant, requirements of the U.S. FDA, EU, and local authorities governing HCT/Ps, tissue banking, biospecimen research, and biosafety; quality system regulations; IRB/Ethics approvals; and import, export, and customs controls; (iv) identifying and complying with all import and export laws and permit, license, and approval requirements applicable to the shipment, receipt, and use of human-origin materials and associated documentation, including any origin, consent, or ethics attestations. Sponsor shall not export, re-export, or transfer any Deliverables or related technical data, contrary to export control, sanctions, or human tissue regulations. Sponsor represents and warrants that it will use any Deliverables only in compliance with applicable law and any relevant approvals, policies, and procedures.

17.7. If any regulatory authority or ethics body raises questions, concerns, or requests information—whether orally or in writing—regarding any of the Services or Deliverables provided under this Agreement (other than Sponsor's use of the Deliverables), Sponsor shall notify MatTek in writing within twenty-four (24) hours of such communication and shall permit MatTek to address or respond directly to such inquiries.

18. **Force Majeure**

18.1. If non-monetary performance of this Agreement by a Party is prevented or delayed by reason of any cause beyond the reasonable control of, and without the fault of, the Party affected, and which cannot be overcome by reasonable diligence (including, without limitation, acts of nature, strikes, state or federally issued disaster declarations, energy or materials shortages, acts of civil or military authority, government ordered shut down or shelter in place order, fires, floods, pandemics, epidemics or other outbreaks of disease or illness, wars and riots) (each, a "**Force Majeure**"), the Party affected shall be excused from such performance to the extent that it is necessarily prevented or delayed thereby, during the continuance of any such happening or event, and this Agreement shall be deemed suspended so long as and to the extent that any such cause prevents or delays its performance; provided, however, that after ninety (90) consecutive calendar days of such suspension on the part of one Party, the other Party may, without liability, terminate this Agreement. In order to obtain a suspension under this Section 18, the Party invoking a Force Majeure shall send written notice thereof to the other Party within a reasonable time after the invoking Party knew or should have known that performance would be delayed or prevented due to the Force Majeure in question. Anything in this Section 18 to the contrary notwithstanding, the payment of money cannot be excused by a Force Majeure.

19. **Miscellaneous**

19.1. Governing Law; Venue; Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of laws principles. Any action or proceeding brought under this Agreement shall be brought and maintained in the courts of the State of New York in the County of Suffolk or of the United States of America for the Eastern District of New York. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties irrevocably submit and consent to the exclusive jurisdiction of the applicable court specified in this Section 19.1, and hereby agree that such courts shall be the exclusive proper forum for the determination of any action, proceeding or claim arising from or relating to this Agreement.

19.2. Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

19.3. Severability. The provisions of this Agreement are severable. If the scope of any of the provisions (or any portion of a provision) of this Agreement is found by a court of competent jurisdiction to be too broad to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the Parties agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

19.4. Assignment. Sponsor may not assign, delegate or otherwise transfer this Agreement, in whole or in part, or any of its rights or obligations hereunder, either directly or indirectly, whether by merger, consolidation or change of ownership or control of Sponsor if Sponsor is a corporation or other business entity, or of any transfer of all or a substantial part of Sponsor's assets, without the prior written consent of MatTek, which consent shall not be unreasonably withheld. Any such purported assignment, delegation or transfer in violation of the foregoing shall be null and void. MatTek may assign, delegate or transfer some or all of its rights and obligations under this Agreement, including to an Affiliate, without the consent of Sponsor. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.

19.5. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed received: (i) when delivered personally; (ii) five (5) calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) calendar day after deposit with a nationally recognized commercial overnight carrier. All such communications shall be sent to the addresses set forth on the first page of this Agreement, or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 19.5. All notices to MatTek will be copied to the Legal.Notices@Sartorius.com, delivery of which shall not constitute the delivery of a valid notice for purposes of this Agreement.

19.6. Waiver. Any failure of either Party at any time, or from time to time, to require or enforce the strict keeping and performance by either Party of any of the terms and conditions of this Agreement shall not constitute a waiver by either Party of a prior or subsequent breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of either Party at any time to avail itself of such remedies as it may have for any such breach of any term or condition. No waiver of any right or remedy hereunder shall be effective unless expressly stated in writing by the waiving Party.

19.7. Entire Agreement; Amendment. This Agreement, together with all Exhibits attached hereto, constitutes the entire agreement and understanding between the Parties relative to the subject matter hereof and supersedes any previous or simultaneous agreements or understandings, whether oral or written. This Agreement may not be amended except by a writing signed by authorized representatives of both Parties.

19.8. Descriptive Headings. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

19.9. Independent Contractors. The relationship between the Parties under this Agreement shall be that of independent contractors. Nothing in this Agreement shall be construed to constitute the Parties as partners or joint ventures of the other, and neither Party shall be deemed, directly or indirectly, to be the agent or representative, legal or otherwise, of the other Party, for any purpose whatsoever. Except as expressly permitted herein, neither Party shall have any right or authority to assume or create any obligation or responsibility on behalf or in the name of the other Party or any Affiliate of the other Party, and neither shall hold itself out as having such right or authority.