

Hexis Lab Service Agreement

This Services Agreement is made effective on the date of signature on the order placement above by and between HexisLab Limited, registered company number 08769142, of The Core, Science Central, Bath Lane, Newcastle, NE4 5TF ("**Supplier**") and Company or Institution detailed in the Order Form ("**Client**").

WHEREAS, Client wishes to secure the services of Supplier as set out in the Proposed Services above;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the Parties agree as follows:

1. DEFINITIONS

- 1.1 "Affiliates" shall mean any entities controlling, under common control with or controlled by a Party.
- 1.2 "Agreement" shall mean this Master Service Agreement and all or any Schedules attached hereto.
- 1.3 "Client's Confidential Information" shall mean all Results and Data generated during performance of the Services, which shall be the exclusive property of the Client.
- 1.4 "Client Materials" shall mean all materials, whether proprietary or otherwise that are supplied to Supplier by Client to enable performance of the Services,
- 1.5 "Party" shall mean Supplier or Client and "Parties" shall mean Supplier and Client.
- 1.6 "Quotation" shall mean the price for specific Services detailed in the proposal and based upon the information provided by the Client within the Schedule of Work where applicable.
- 1.7 Schedule of Work shall mean each detailed work plan, including time scales, as attached to this Master Services Agreement where applicable.
- 1.8 "Services" shall mean those the activities requested by Client and set out in the Proposal above.

2. SERVICES

- 2.1 Supplier will adhere to all government laws, rules and regulations applicable to the provision of and conduct of the Services at the place of their delivery ("Applicable Law").
- 2.2 For each Schedule of Work under this Agreement, Customer shall ensure the accuracy of all information provided. Relying on the information so provided, Supplier will prepare a Quotation for the requested Services. Each Schedule of Work will commence, upon supplier's receipt of an official customer purchase order.
- 2.3 If Customer requires additional or different Services, a Schedule of Work may be amended from time to time upon the mutual written agreement of Supplier and Client. If an amendment requires additional or different work on the part of Supplier, Supplier may agree to conduct such additional or other Services at additional cost. All changes to a Schedule of Work and Quotation will be mutually agreed to by the Parties in writing.
- 2.4 Deviations from a Schedule of Work may be made in an emergency without Customer's approval, provided that Supplier shall use commercially reasonable efforts to obtain Customer's verbal approval, which shall be subsequently confirmed by the Parties in writing. The Parties acknowledge that during the course of performing Services additional costs may be incurred by Supplier as a result of procedural changes which do not amount to or require a change in the Schedule of Work, but which are deemed

necessary by Supplier to successfully perform the Services, and which could not be foreseen at the time of the preparation of the Quotation. If such procedural changes occur, Supplier shall advise Client prior to their implementation and solicit Client's agreement as to the necessity and additional cost thereof. Should Supplier be unable to contact Client in advance, Client agrees that in order to maintain the integrity of the Services, Supplier may proceed accordingly and be entitled to recover such additional costs from Client upon presentation of an explanation of such procedural changes and the necessity thereof.

- 2.5 Supplier will use its reasonable commercial endeavors to adhere to the timescales agreed within the Schedule of Work. Any significant delay will be promptly reported to Client.

3. INSPECTIONS

- 3.1 Upon reasonable advance notice and during regular business hours, Supplier will permit Client to visit the Supplier facilities, in compliance with Supplier's biosecurity measures, where the Services is taking place to monitor Supplier's performance of the Services.
- 3.2 Supplier will notify Customer as soon as practical in the event of any regulatory inspection of Supplier's facilities that directly impact the Services. In the event of an inspection of Client by a regulatory or administrative agency, Supplier will, to the extent permissible under Applicable Law, consult with and allow Client to review and comment on any responses to such agency related to the inspection.

4. REPORTS

- 4.1 Supplier will keep complete and accurate records of the status and progress of the Services. All reports will be prepared in the standard format of Supplier.
- 4.2 All data and reports generated by the Services shall form part of Client's Confidential Information and as such are subject to the provisions of Clause 6 Confidentiality.

5. COMPENSATION

- 5.1 Supplier will invoice Client in accordance with the agreed payment schedule above and any official purchase order. All prices quoted are exclusive of VAT or other taxes. The remainder will be invoiced on completion of the Schedule of Work. Unless otherwise provided in the Quotation, prices will be adjusted by Supplier annually by reference to the Consumer Price Index (CPI) as published by the Office for National Statistics (ONS) in the United Kingdom.
- 5.2 All invoices are due and payable thirty (30) days from the date of the invoice and Client agrees to pay all invoices submitted. All amounts not paid by Client when due may, at the option of Supplier, accrue interest from the applicable due date until paid, at a rate that is the higher of (i) the highest rate permitted under Applicable Law and (ii) 1.5 times the legal rate of interest in the applicable jurisdiction. In addition, Supplier may elect to cease or suspend work on the Services or withhold required reports or other deliverables if Client does not make payments when due and payable.
- 5.3 All applicable termination, delay or cancellation fees will be set forth in the Quotation.
- 5.4 If in the judgment of Supplier, Client's financial condition is precarious or there has been a materially adverse change in Client's financial condition, Supplier shall have the right to demand payment or other assurances which it deems adequate before providing any additional Services.

6. CONFIDENTIALITY

- 6.1 In the course of performing the Services, Supplier and Client may exchange proprietary and confidential information.

- 6.2 Both Parties acknowledge that the fact that the Parties have entered into this Agreement, the terms of this Agreement, and all information developed in providing the Services is confidential information. Each Party will use its commercially reasonable efforts to maintain such information in confidence and will employ reasonable and appropriate procedures to prevent its unauthorized publication or disclosure unless required by applicable law to disclose such information. Supplier will limit the use and disclosure of confidential information within the company, or its Affiliates, to those individuals who have a need to know in order to provide the Services or perform any other obligation under this Agreement. Neither Party shall use the other Party's proprietary or confidential information for any purpose other than in performance of this Agreement. The obligations of confidentiality set forth in this Section will survive termination or expiration of this Agreement for a period of five (5) years.
- 6.3 For the avoidance of doubt, all data and results generated during the performance of the Services shall be part of Client's Confidential Information and may not be disclosed by Supplier to third parties without the express written permission of Client.
- 6.4 The confidentiality provisions of this Section shall not apply to any part of such information, which (i) is known to the receiving Party at the time it was obtained from the disclosing Party; (ii) is acquired by receiving Party from a third party, and such third party did not obtain such information directly or indirectly from the disclosing Party under obligation not to disclose; (iii) is or becomes published or otherwise in the public domain other than by violation of this Agreement by the receiving Party; (iv) is independently developed by the receiving Party without reference to or reliance upon the information provided by the disclosing Party; or (v) is required to be disclosed by the receiving Party to comply with applicable laws or governmental regulations; provided that the receiving Party provides prompt written notice of such disclosure to the disclosing Party and cooperates with the disclosing Party's reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

7. WARRANTIES

- 7.1 Supplier will use reasonable care and skill in undertaking the Services, but does not guarantee a successful outcome of any Services provided.
- 7.2 Supplier warrants that to its knowledge the Services shall conform to the specifications contained in the Schedules of Work and applicable law. THE WARRANTY BY SUPPLIER SET FORTH HEREIN IS IN LIEU OF ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FOR NON-INFRINGEMENT OF A PATENT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT. Any claim for breach of this warranty must be made in writing to Supplier within ten (10) business days after completion of Services, after which time the Services shall be deemed finally accepted.

8. LIMITATION OF LIABILITY

- 8.1 Neither Party will be liable for penalties or liquidated damages or for special, indirect, consequential punitive, exemplary or incidental damages of any type or kind (including, without limitation, lost profits) regardless of whether any such losses or damages are characterised as arising from breach of contract, breach of warranty, tort, strict liability or otherwise, even if the other Party is advised of the possibility of such losses or damages, or if such losses or damages are foreseeable.
- 8.2 Supplier's liability, regardless of the form of action, shall be limited to actual damages and shall not exceed the total price paid for Services pursuant to which such liability arises.
- 8.3 Subject to the limitations set forth in this Section, in the event that Supplier commits a breach of the warranty set forth in Section 7 above, Supplier's sole liability, and Client's

sole remedy shall be for Supplier to issue a credit therefore, or conform the work or portion of the Services affected by the breach to the relevant specification.

9. INDEMNITIES

- 9.1 Subject to the limitations of liability contained in Section 8 above, Supplier will defend, indemnify, save and hold harmless Client and its parent, subsidiaries and Affiliates and their respective directors, officers, employees and agents from and against any claims, demands, suits, actions, causes of action, losses, damages, fines and liabilities, including reasonable professional fees ("Claims") arising out of or in connection with or attributable to Supplier's gross negligence or wilful misconduct in performance of the Services, and will pay such limited costs and damages which, by final judgement, after exhaustion of all reasonable appeals, may be assessed against them, provided that Supplier is given written notice of the Claims promptly after notice to Client and is given information, reasonable assistance, and sole authority to defend and/or settle the claim.
- 9.2 Client will defend, indemnify, save and hold harmless Supplier, subsidiaries and affiliates and their respective directors, officers, employees and agents from and against any Claims arising out of or in connection with or attributable to (a) any infringement of any third party's patent rights or unauthorised use or misappropriation of its know-how related to performance of the Services, or (b) Client's gross negligence or wilful misconduct, and will pay any costs and damages which, by final judgement, after exhaustion of all reasonable appeals, may be assessed against them, provided that Client is given written notice of the Claims within five (5) days of the date of notice to Supplier and is given information, reasonable assistance and sole authority to defend and/or settle the claim.

10. OWNERSHIP

- 10.1 All Client Materials supplied to Supplier shall remain the property of Client and may not be used for any other purpose than for performance of the Services. Client Materials may not be transferred to any third party unless with the express written permission of Client. Any Client Materials that remain unused upon conclusion of the Services shall be either returned to Client or destroyed upon request by Client.
- 10.2 Any inventions and/or techniques for performing the Services which relate to the conduct of Supplier's business, but which do not relate to Client's proprietary technology are and shall remain Supplier's exclusive property, including but not limited to; present and future documentation, scientific and technical data, test procedures and other information that is owned or licensed by Supplier and that is not developed hereunder.
- 10.3 Client shall retain ownership in its intellectual property rights relating to Client Materials and Client's proprietary technology.
- 10.4 All results, data, processes or compositions, discoveries and inventions, whether patentable or otherwise, arising from the use of Client's proprietary technology or Client's Confidential Information during the performance of the Services shall be the exclusive property of the Client. Nothing in this Agreement shall be construed as a licence to use Client's Confidential Information or proprietary technology, for any other purpose than to perform the Services.
- 10.5 Supplier agrees to assist Client in securing for Client any patents, copyrights or other proprietary rights in such data, discoveries or inventions, and to perform all acts that may be reasonably required to vest in Client all right, title and interest in such data, discoveries or inventions, and Supplier shall be compensated at its standard rates for such assistance. All costs and expenses associated with establishing Client's rights therein shall be Client's responsibility.

11. INSURANCE

- 11.1 Each party shall carry insurance, through commercial insurance carriers or self-insurance, sufficient to cover its interest or potential liabilities hereunder including, but not limited to worker's compensation, if applicable, and comprehensive general liability.

12. FORCE MAJEURE

- 11.2 Except with respect to the payment of any amount due hereunder, neither Party shall be considered in default of the performance of any obligation hereunder to the extent that the performance of such obligation is prevented or delayed by fire, flood, earthquake, explosion, strike, acts of terrorism, war, insurrection, embargo, government requirement, civil or military authority, animal activism, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that Party, and which is beyond the reasonable control of that Party. Both Parties shall be exempted from liability for delays due to such reasons; provided, however, that it notifies the other Party thereof without undue delay after such an event has occurred.
- 11.3 Upon such notification, the Parties shall agree upon a reasonable extension of the time for performance, not to exceed the period of force majeure provided for herein and, the affected Party shall make all reasonable efforts to mitigate the consequences of such force majeure event and to remedy the situation as quickly as possible. If after three (3) months following the date of receipt of the notification of the force majeure event, such event persists, the non-affected Party may terminate this Agreement.

13. TERMINATION

- 13.1 Unless otherwise specified in the Quotation, either Party shall have the right to terminate this Agreement and/or a Quotation at any time without cause upon six (6) months prior written notice to the other Party, such notice not to be given earlier than the first anniversary date of the Execution Date. In the event of such termination, Supplier shall be paid for all Services rendered through the effective date of termination, together with any additional expenses incurred in connection with the shutdown of the Services including without limitation any irrevocably committed costs and any cancellation or termination fee set forth in the Quotation.
- 13.2 Either Party may terminate this Agreement or Quotation, as applicable, at any time upon thirty (30) days prior written notice to the other Party, for material breach of the Agreement by the other Party if such breach is not remedied to the non-breaching Party's reasonable satisfaction within the thirty (30) day notice period.
- 13.3 This Agreement may be terminated immediately by either Party, if the other Party goes into liquidation other than a voluntary liquidation for the purposes of reconstruction or amalgamation, or immediately upon written notice to the other Party if that other Party files or has filed against it a petition for bankruptcy, makes an assignment for the benefit of creditors, has a receiver appointed for it or any of its assets, or otherwise takes advantage of any statute or law designed for relief of debtors.
- 13.4 Upon termination, neither Party will have any further obligations, except that (i) the liabilities accrued through the date of termination and (ii) the obligations which by their terms survive termination, including the applicable confidentiality, record keeping, regulatory compliance, intellectual property and indemnification provisions of this Agreement, shall survive termination.

14. DISPUTE RESOLUTION

- 14.1 The Parties shall attempt, in good faith, to resolve through negotiations any controversy, claim, or dispute arising out of this Agreement. In the event that negotiations are not successful, the controversy, claim, or dispute shall be submitted to third party mediation upon terms reasonably acceptable to the Parties. If such claim, controversy or dispute is

not resolved through mediation, upon written demand of either Party, the claim, controversy or dispute shall be submitted to arbitration. Such arbitration shall take place in the jurisdiction from which the Services are provided, shall be conducted in English, and shall proceed in accordance with the laws of such jurisdiction and the United Nations Commission on International Trade Law Arbitration Rules (UNCITRAL) as at present in force. A record and transcript of the proceedings shall be maintained. Any award shall be made in writing and in reasonable detail, setting forth the findings of fact and conclusion of law supporting the award. The determination of a majority of the panel of arbitrators shall be the decision of the arbitrators, which shall be binding regardless of whether one of the Parties fails or refuses to participate in the arbitration. All costs of such arbitration, except expert fees and attorneys' fees, shall be paid by the non-prevailing Party.

15. MISCELLANEOUS

- 15.1 *Notices.* All notices from one party to the other will be in writing. Notices shall be sent by overnight courier, certified mail, return receipt requested, or by other means of delivery requiring a written acknowledged receipt. All notices shall be effective upon receipt.
- 15.2 *Independent Contractor.* The business relationship of the Supplier to Client is that of an independent contractor and not of a partner, joint venturer, employer, employee or any other kind of relationship.
- 15.3 *Waiver.* The Parties mutually agree that no waiver by either Party of any breach of the terms of this Agreement shall be deemed as a waiver of any subsequent breach thereof.
- 15.4 *Assignment.* This Agreement, and the rights and obligations hereunder, may not be assigned or transferred by either Party without the prior written consent of the other Party, except that either Party may assign this Agreement to an affiliated company or in connection with the merger, consolidation or sale of substantially all assets related to the Services.
- 15.5 *Entire Agreement.* This Agreement with its Schedules and the official purchase orders sets forth the entire agreement and understanding between the parties, superseding any and all previous statements, negotiations, documents, agreements and understandings, whether oral or written, as to the subject matter of this Agreement (including and subsequent or conflicting terms and conditions of Client). No modification or waiver of the provisions of this Agreement shall be valid or binding on either party unless in writing and signed by both parties.
- 15.6 *Severability.* In the event that any one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and all other provisions will remain in full force and effect.
- 15.7 *Clauses Surviving Termination.* Notwithstanding termination of this agreement for any reasons, section 15.8 and Articles 6, 7, 8, 9 and 14 shall remain in full force and effect.
- 15.8 *Applicable Law.* This Agreement will in all events and for all purposes be governed by, and construed in accordance with, the laws of the jurisdiction from which the Services are rendered (specifically excluding the United Nations Convention on the International Sale of Goods), without regard to any choice of law principle that would dictate the application of the law of another jurisdiction.
- 15.9 *Order of precedence.* In case of any discrepancy between the terms of this Agreement, the Quotation, the official purchase order, and the terms of the Schedules attached hereto, the terms of this Agreement, then the Quotation, then the remaining Schedules and then the purchase order shall prevail.

- 15.10 *Headings.* The descriptive headings of the articles of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof.

16. EXECUTION

- 16.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each Party as if the document were a manually signed original and (ii) will be binding on each Party for all purposes.