

PROTEINSIMPLE AND R&D SYSTEMS ARE BIO-TECHNE BRANDS.

Sales Orders and Invoices will be processed by: Bio-Techne R&D Systems s.r.o.

Purchase Order (in CZK) must be in writing (Email or mail) to:

Vendor: Bio-Techne R&D Systems s.r.o.
Attn: Order Management
Address: Politických Vězňů 912/10,
Nové Město
110 00 Praha 1
Czech Republic

FreePhone: [REDACTED]
Email:placing
orders only [REDACTED]
Email:all
general
enquiries [REDACTED]

VAT Registration Number CZ 05752833
Company/Trade registration number 05752833

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THE PRICING AND TERMS OF THIS QUOTATION ARE CONFIDENTIAL AND ARE NOT TO BE DISCUSSED WITH THIRD PARTIES.

SERVICE TERMS AND CONDITIONS

These terms and conditions, together with the terms of the Quotation attached, together constitutes the Service Agreement (this "Agreement"), which is entered into as of the date of Purchase Order issuance (the "Effective date") by and between ProteinSimple, a Delaware corporation, or one of its affiliated companies (collectively or individually referred to as ProteinSimple") and Customer.

1. **SERVICES.** Subject to the terms and conditions of this Agreement, ProteinSimple will use commercially reasonable efforts to provide to Customer the services ("Services") identified in the attached Service Quotation ("Products"). Services could include one or more of the following:
 - a. Diagnosis and repair services to correct an instrument Malfunction on a Time and Material basis; and/or
 - b. Preventative Maintenance services as further described in the quotation; and/or
 - c. Instrument Installation Qualification (IQ), Operational Qualification (OQ), or Requalification (RQ); and/or
 - d. Software maintenance and support services as further described in Exhibit A; and/or
 - e. Movement and reinstallation of the specified instrument

As used herein, "Quotation" means the quotation attached. "Malfunction" means the inability of the instrument to meet advertised performance specifications. Subject to Customer's payment of the Fees under Section 8, ProteinSimple will be responsible for all costs incurred in providing the Services including labor and material, and travel expenses except as otherwise provided in this agreement. ProteinSimple shall have the right to determine in its sole discretion what corrective action ProteinSimple will perform to fix any malfunction in a Product. ProteinSimple may subcontract the Services to a third-party contractor provided that ProteinSimple will be responsible for the third-party contractor's compliance with the terms of this agreement.

2. **REPLACEMENT PARTS.** In the case of a Time and Material repair, replacement parts may be new, remanufactured, or refurbished at the Customer's discretion with the price for those parts adjusted accordingly. ProteinSimple will not provide, free of charge, spare parts or consumables (e.g. capillaries, reagents, air filters, etc). Customer may purchase spare parts from ProteinSimple in instances where parts replacement is simple and does not involve opening up the instrument.
3. **RESPONSE TIME.** The Services are available during the hours of 9am and 5pm within the time zone where the instrument resides, Monday through Friday, excluding holidays. A list of standard holidays will be provided to Customer upon request. Customer may contact ProteinSimple via telephone during the hours of 7am (PST) and 4pm (PST) to report any malfunction of a Product. ProteinSimple will acknowledge receipt of a service request within two (2) hours. If the service request cannot be resolved over the telephone and if the customer has purchased an on-site single service visit, ProteinSimple will dispatch a field service engineer. ProteinSimple will use commercially reasonable efforts to have its field service engineer arrive at the customer location on a date mutually agreed with the Customer. Service requests from customers with service contracts or under warranty will receive preferential consideration over single service visits to customers that are not under existing warranty or service agreement.
4. **SUPPORT CONDITIONS.** ProteinSimple's obligation to provide the Services is conditioned on Customer: a) notifying ProteinSimple of any malfunction of a Product within a reasonable period of time; b) providing ProteinSimple all information relating to the malfunction; c) providing access to the Product and Customer's facility where the Product is located; d) informing ProteinSimple of any potential hazards which may be encountered while servicing the Product; and e) rendering the equipment in a safe condition.

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5. **SERVICE EXCLUSIONS.** ProteinSimple is not obligated to provide the Services if any malfunction arises from or relates to: a) improper installation of a Product; b) neglect, misuse or abuse of a Product; c) use of unauthorized parts or reagents or removal of any parts; d) repair, modification or alteration of a Product by anyone other than an authorized ProteinSimple service representative; e) relocation of a Product; f) failure of or erratic electrical power; g) fire, earthquake or other force majeure event; h) alteration of Product by Customer IT personnel or other network professionals; or i) failure of the instrument to perform properly due to an unsupported network configuration. The Services do not include training in using, diagnosing or repairing a Product, relocating a Product, or any service other than those referred to in this Agreement. ProteinSimple may refuse to provide the Services with respect to any Product that has not been properly maintained.
6. **REINSTATEMENT.** Not applicable.
7. **IP OWNERSHIP.** As between ProteinSimple and Customer, ProteinSimple will exclusively own all rights in and to any inventions, improvements, or technology created, developed, or made by any employee or contractor of ProteinSimple in connections with the performance of the Services.
8. **CONFIDENTIAL INFORMATION.** ProteinSimple will use the same degree of care (and in no event less than reasonable care) to safeguard the confidentiality of the Customer's Confidential Information that it uses to protect its own confidential and proprietary information. ProteinSimple will not disclose Customer's Confidential Information except as authorized in writing by Customer nor will it use Customer's Confidential Information for any purpose other than performance of the Services. Upon termination or expiration of this Agreement, ProteinSimple will destroy or return all Customer's Confidential Information in its possession.
9. **FEES.** On or before the agreed date for the single service visit, Customer will pay the service fee provided in the Quotation (the "Fees"). The Fees do not include any taxes. Customer will be responsible for and will indemnify and hold ProteinSimple harmless from the payment of all taxes (other than taxes based upon ProteinSimple's net income), fees, duties and other governmental charges arising from the payment of the Fees. ProteinSimple may charge a late fee based on any portion of the Fees not paid when due at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less, from the due date until paid.
10. **WARRANTY AND DISCLAIMER.** ProteinSimple warrants that the replacement parts will be free from defects in materials and workmanship during the period equal to ninety (90) days after the date of the single service visit. For breach of the foregoing warranty, ProteinSimple will, at its option and expense and as the Customer's exclusive remedy, repair or replace the defective replacement part returned to ProteinSimple (or reported to ProteinSimple if not feasible to return) during the warranty period. Except as stated here, ProteinSimple makes no other promises or warranties about performance of the Products or Services or replacement parts.
11. **LIMITATION OF LIABILITY.** In no event will ProteinSimple be liable for any consequential, indirect, exemplary, special or incidental damages, including any lost profits, arising from or relating to this Agreement or the Services even if ProteinSimple has been advised of the possibility of such damages. ProteinSimple's total cumulative liability in connection with this Agreement or the Services, whether contract or tort or otherwise, will not exceed the Fees paid for the single service visit. One or more claims will not enlarge this limit.
12. **INDEMNITY.** Customer will defend, indemnify and hold ProteinSimple harmless from any and all claims, losses, damages, debts, settlements, costs, attorneys' fee, expenses and liabilities of any type whatsoever (collectively "Claims") arising from or related to any injury to employees or contractors of ProteinSimple caused by improper installation or use of a Product by Customer, power supply used by Customer with a Product, or any material processed by a Product. ProteinSimple will have the right to participate in or conduct the defense of such Claim with counsel of its own choice. ProteinSimple will use reasonable effort to promptly notify Customer of any such Claim. No settlement of a Claim will be binding on ProteinSimple without its prior written consent.
13. **TERM AND TERMINATION.** Not applicable.

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14. **INDEPENDENT CONTRACTOR.** The parties are acting hereunder as independent contractors and not as partners, agents, fiduciaries or joint ventures. Neither party has the power or authority to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party.
15. **ASSIGNMENT.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, except ProteinSimple may transfer any rights or obligations under this Agreement to an affiliate of ProteinSimple or a third party in connection with the sale of all or a material portion of ProteinSimple's assets or business, whether by merger, sale of assets, sale of stock or otherwise, and ProteinSimple may subcontract the Services as provided in Section 1. Any attempted assignment in violation of this section is null and void. This Agreement will be binding upon and shall inure to the benefits of the parties hereto and their respective successors and assigns.
16. **FORCE MAJEURE.** Any delay in the performance of any duties under this Agreement (except for payment of Fees owed) by either party will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood or other event beyond the control of such party, provided that such party uses reasonable efforts to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.
17. **GENERAL.** This Agreement will be governed by the laws of the State of Delaware, without regard to conflicts of law principles which would require the application of the laws of any other state. All waivers must be in writing. A party's failure to exercise any of its rights under this Agreement shall not constitute a waiver or forfeiture of any such rights nor of any other rights. If any provision of the Agreement is unenforceable or invalid pursuant to any applicable law, such enforceability or invalid provision will be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law and applicable court decisions. This Agreement represents the entire agreement between the parties as to the matters set forth herein and integrates all prior discussions and understanding between the parties. Any additional or inconsistent terms provided in any purchase order will not have any legally binding effect. This Agreement may be modified only by a written instrument signed by both parties.

Customer Name

ProteinSimple

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A
SOFTWARE SUPPORT AND MAINTENANCE

- A. Support and Maintenance Services. The software support and maintenance services includes the following services:
- a. ProteinSimple will answer technical questions concerning functions and features of the software;
 - b. ProteinSimple will provide error verification, analysis and corrective efforts for the software; and
 - c. ProteinSimple will provide, without charge, Updates of the software released during the term of this Agreement.

As used herein, "Update" means those releases of the software that ProteinSimple provides to licensees to correct errors, fix bugs, or create minor improvements, incremental features, or enhancements of existing features which ProteinSimple designates by a change in the number to the right of the first or second decimal point. Updates do not include those releases of the software that provide substantial new features or additional functionality which ProteinSimple designates by a change in the number to the left of the first decimal point.

Customer acknowledges that all reported errors may not be corrected. Any update of the software will be deemed part of the software and will be used in accordance with the requirements and obligations in the license agreement for the software.

- B. Exclusions from Support. In addition to the exclusions provided in Section 5 of this Agreement, ProteinSimple will not be obligated to provide the software support services if (a) any error is caused by malfunction of any hardware (other than malfunction of any Product) used with the software or third-party software; or (b) Customer has failed to incorporate the latest Update previously released to Customer.

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