

PROFESSIONAL SERVICES TERMS AND CONDITIONS

Unless Customer and PerkinElmer Informatics, Inc. (“**PerkinElmer**”) have mutually executed a separate written agreement to govern PerkinElmer’s provision of professional services, these terms and conditions (“**Professional Service Terms**”) apply to Customer’s purchase of services performed by PerkinElmer’s Professional Services team pursuant to an SOW (as defined below).

1. Services. Subject to the terms of a mutually executed statement of work or a PerkinElmer quote for or including professional services (each, a “**SOW**”), PerkinElmer may from time to time provide to Customer professional services, including the delivery of any applicable deliverables (“**Deliverables**”), in each case as further described in the SOW (the “**Professional Services**”). In the event of any conflicts or inconsistencies between the provisions of these Professional Service Terms and a SOW, the provisions of these Professional Service Terms shall prevail. Professional Services may be performed as a “fixed price & fixed scope” or “time and materials” project.
 - a. Fixed Price & Fixed Scope. Professional Services performed on a fixed price and fixed scope basis are limited to the scope of services stated in the applicable SOW.
 - b. Time and Materials. For time and materials projects, PerkinElmer’s sole responsibility is to provide Professional Service hours, and not any specific deliverable or work product. Professional Service hours purchased on a time and material basis are estimates only and not a guaranteed time of completion.
2. Changes to Professional Services. Any changes to the SOW or the Professional Services to be provided by PerkinElmer shall require the execution by both parties of a change order detailing the agreed changes.
3. PerkinElmer Obligations. PerkinElmer shall use commercially reasonable efforts to perform the Professional Services specified in the applicable SOW and shall perform all Professional Services in a professional and workmanlike manner. PerkinElmer shall assign a lead service resource or project manager to serve as the primary contact for the Customer in delivering the Professional Services and shall ensure all personnel performing Professional Services for Customer have the qualifications, skills and experience necessary to fulfill its obligations hereunder. PerkinElmer shall require its employees and subcontractors providing Professional Services on-site at any Customer location to comply with those Customer security and safety policies that have been disclosed to PerkinElmer in writing in advance.
4. Customer Obligations. Customer shall: (a) reasonably cooperate with PerkinElmer in all matters relating to the Professional Services; (b) provide the hardware, software, IT systems, and any other requirements for the performance of Professional Services (including any requirements set forth in the documentation for the PerkinElmer product that is the subject of the Professional Services) and, if and as required for the Professional Services, provide PerkinElmer personnel timely access to any of the foregoing; (c) provide all information PerkinElmer may reasonably request in order to carry out the Professional Services in a timely manner; and (d) provide such office accommodation or other facilities as agreed with PerkinElmer in writing. PerkinElmer shall be entitled to rely on Customer’s provision of information, data and documentation as being accurate and complete. Any failure or delay in providing any of the foregoing shall extend any estimated timelines for completion of the Professional Services, and PerkinElmer shall not be liable or responsible for any delays or technical difficulties arising from Customer’s failure to provide the required resources or accurate and complete information. PerkinElmer reserves the right to increase any fees set forth in the SOW, and invoice Customer for any costs incurred, as a result of any unreasonable delays caused by Customer or Customer personnel that materially impact the estimated timelines for completion of the applicable project. Customer will be solely responsible for: (i) backing up its data; (ii) ensuring normal operation of its own software; and (iii) the necessary working environment of the software.
5. No Legal Advice. Customer acknowledges that (a) Professional Service shall not include, and PerkinElmer shall not provide Customer with, any legal advice or advice regarding compliance with any applicable laws,

rules or regulations in the jurisdictions in which Customer uses the Deliverables or any other product or solution licensed by PerkinElmer, including any laws related to personal or health data and (b) Customer is solely responsible and liable for its own compliance with all applicable laws, rules or regulations.

6. Time for Completion. PerkinElmer will use commercially reasonable efforts to meet the estimated timelines for delivery as set forth in the SOW. PerkinElmer agrees to notify Customer promptly of any factor, occurrence, or event coming to its attention that may affect PerkinElmer's ability to meet the estimated completion dates set forth in the SOW. If the performance of PerkinElmer is prevented or delayed by any act or omission of Customer or its personnel, PerkinElmer shall immediately inform Customer, and Customer will take immediate action to correct such actions or omissions.
7. Acceptance. For time and materials projects, Professional Service hours are deemed accepted upon delivery. For fixed price & fixed scope projects, Professional Services are deemed accepted upon the earlier of: (i) production use of the Deliverables, (ii) Customer's execution of PerkinElmer's project acceptance letter, or (iii) five (5) days after delivery of the Deliverables, unless Customer provides written notice with specific identification of the reason for rejection of the Deliverables.
8. Fees. The fees for Professional Services will be set forth in each SOW.
 - a. Fixed Price & Fixed Scope. Where Professional Services are provided as a fixed price & fixed scope project, the total price and payment schedule for the Professional Services (including each milestone) will be stated in the SOW.
 - b. Time and Materials. Where Professional Services are provided on a time and materials basis, and unless otherwise set forth in the SOW, PerkinElmer will invoice Customer in advance for time and expenses.
 - c. Expenses. If agreed in the SOW, Customer shall reimburse PerkinElmer for all travel expenses incurred during the performance of the Professional Services.
 - d. Payment Terms. Invoices shall be paid net thirty (30) days of date of invoice. Payment for fees and expenses is subject to a late charge of 1½% per month if unpaid for thirty (30) days or more from invoice date.
9. Intellectual Property. For the purpose of these Professional Service Terms, "**PerkinElmer Professional Services IP**" means (i) any and all PerkinElmer products, software (in source and object code), templates, forms, programs, tools, software processes and routines, work methods, documentation, materials, proprietary education and training content, designs, ideas, concepts, know-how, skills, methodologies, and techniques related to or utilized in its performance of the Professional Services; (ii) any and all improvements, enhancements, modifications, or derivatives derived, related to or generated from any of the foregoing; and (iii) all intellectual property rights, however conceived, generated, made, or reduced to practice, related to any of the foregoing. PerkinElmer owns all right, title, and interest in all Deliverables and PerkinElmer Professional Services IP, whether possessed by PerkinElmer prior to the commencement of the Professional Services or developed, made or improved by PerkinElmer during the course of performance the Professional Services, provided, however that PerkinElmer Professional Services IP does not and will not include any Customer intellectual property or Confidential Information. If PerkinElmer includes any PerkinElmer Professional Services IP within the Deliverables, then, upon Customer's payment of all fees owed hereunder, PerkinElmer shall grant Customer a limited, revocable (solely for breach of the license), fully paid up, royalty free, non-exclusive, non-transferable and non-sublicensable (except to affiliates) license to use, copy, modify, enhance, and maintain the PerkinElmer Professional Services IP solely to the extent necessary to use the Deliverables for Customer's internal business purposes (and not for resale or commercial use). Except as expressly set forth herein, nothing contained in this Agreement will be construed to convey any title or ownership right in any PerkinElmer Professional Services IP to Customer, or any right to use any of the PerkinElmer Professional Services IP other than as expressly set forth in this Agreement. PerkinElmer hereby reserves all rights not expressly granted to Customer hereunder.

10. Restrictions and Feedback. Neither party shall (or permit any third party to) translate, reverse engineer, decompile, recompile, update, or modify any (i) PerkinElmer Professional Services IP or Customer intellectual property rights, as applicable, or (ii) in the case of PerkinElmer, any Deliverables in a targeted manner to discover any PerkinElmer Professional Services IP. If Customer provides any input, comments or suggestions regarding PerkinElmer's service offerings or performance of the Professional Services or otherwise relating to the PerkinElmer Professional Services IP, including comments or suggestions regarding the possible creation, development, modification, correction, improvement or enhancement of the Professional Services or PerkinElmer Professional Services IP (collectively "**Feedback**"), then Customer shall and hereby grants to PerkinElmer a non-exclusive, perpetual, irrevocable, world-wide, royalty free license to use such Feedback without restriction or accounting to Customer. PerkinElmer shall not be limited in providing to other customers or independently developing or marketing services or products which are similar to the Professional Services or Deliverables provided to Customer, provided that no Customer Confidential Information or intellectual property shall be used to provide, develop or market such services or products without Customer's consent.
11. Training Materials. During the performance of Professional Services, Customer may view, obtain and/or use PerkinElmer's proprietary training and educational materials. Such training and educational materials are provided for Customer employees' internal use only, and Customer may not copy, modify or otherwise use the training materials as the basis for training to be provided to third parties, or otherwise disseminate or provide the training materials to third parties or make the training materials publicly available, without PerkinElmer's express written consent. PerkinElmer shall retain all right, title and interest in and to its training and educational materials.
12. Termination of an SOW. Unless otherwise set forth in the SOW, Customer may terminate any SOW for Professional Services for its convenience with thirty (30) days prior written notice to PerkinElmer, provided that Customer shall be obligated to pay for all Professional Services performed and non-cancellable costs incurred up to the effective date of termination.
13. Independent Contractors. PerkinElmer and Customer are independent contractors and nothing in this Agreement shall be construed to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Neither party has the authority to bind, assume any obligation, or make any commitment on behalf of the other party. None of either party's employees or personnel are entitled to any employment rights or benefits of the other party. PerkinElmer will be solely responsible for: (i) paying all wages and other compensation to PerkinElmer employees and personnel; (ii) withholding and payment of required taxes; (iii) providing all insurance and other employment related benefits to PerkinElmer's employees; and (iv) making any overtime payments to PerkinElmer's employees if required by law or regulations.
14. Subcontractors. PerkinElmer may subcontract any of its obligations hereunder to the entities identified in the "Subprocessor Information" document located at <https://informatics-support.perkinelmer.com/hc/en-us/sections/4407060712212-SaaS>. If PerkinElmer subcontracts any or all of its rights and obligations hereunder to a third party, PerkinElmer will ensure that such subcontractor is bound by terms and conditions substantially similar to those set forth in these Professional Services Terms and shall be responsible and liable for the acts and omissions of such subcontractor to the same extent as if PerkinElmer performed such act or omission.
15. Non-Solicitation. During the term of a SOW and for a period of one (1) year following completion thereof, Customer shall not solicit or recruit any employee or subcontractor of PerkinElmer or its affiliates directly connected with, or known due to or derived from information learned through, the performance of Professional Services hereunder, unless otherwise agreed to by PerkinElmer in writing. For the purposes of this Section 15, "solicit or recruit" does not include contact resulting from indirect means such as public advertisement, placement firm searches or similar means not directed specifically to an individual and to which the individual responds on their own initiative.