

BIOBOT WASTEWATER EPIDEMIOLOGY CUSTOMER STANDARD TERMS AND CONDITIONS

All wastewater testing and analysis provided by Biobot Analytics, Inc. (“Biobot”) is subject to these Biobot Wastewater Epidemiology Customer Standard Terms and Conditions (the “Agreement”). This Agreement governs your access to and use of the services provided by Biobot hereunder. In the absence of written or other affirmative acceptance of this Agreement, providing a sample to Biobot for analysis shall constitute acceptance of this Agreement. For the purposes of this Agreement, “Customer” shall mean the customer identified in applicable order form, or, in the absence of an Order Form, the entity providing the sample to Biobot for analysis.

1. PROJECT ENGAGEMENT

1.1 Services. Unless otherwise set forth in an order form provided by Biobot to Customer (“**Order Form**”), subject to the terms of this Agreement, Biobot agrees to provide Customer with services set forth herein (the “**Services**”).

1.2 Sample Collection and Analysis. Biobot agrees to deliver to Customer the wastewater collection protocols and Equipment (as defined below) for the purposes of collecting samples or as otherwise specified in the applicable Order Form. Customer agrees to collect and provide wastewater samples from Customer’s wastewater treatment facilities or other agreed upon locations. Customer agrees to collect the samples in accordance with all applicable laws and in the manner reasonably directed by Biobot, including using any equipment and kits Biobot provides or directs Customer to use (collectively, “**Equipment**”). Biobot may retain duplicates of all samples received from Customer as backup samples and for Biobot’s internal research and development purposes. Customer acknowledges that Biobot is unable to return any wastewater samples or duplicates to Customer and that Biobot is the sole owner of all samples, duplicates and all metadata related thereto. Subject to Biobot receiving samples from Customer, Biobot will analyze the samples and provide results (the “**Results**”) via a public data visualization at biobot.io/data or as otherwise specified in the applicable Order Form.

1.3 Publication. Customer acknowledges the public health benefits of Biobot being able to share data with other entities. Therefore, Customer agrees that Biobot may publish the Data and Results in its reasonable judgment for any purpose, including in scientific publications.

1.4 Public Display. Customer acknowledges and agrees that the Results and Data (as defined below) or a subset of the Data may, at Biobot’s discretion, be displayed on Biobot’s public data visualization (currently available at <http://biobot.io/data>).

1.5 Publicity. Customer agrees that Biobot may identify Customer, the county in which Customer resides (if applicable), and any facility participating under this Agreement as a client of Biobot.

2. FEES

2.1 Payment. To the extent applicable, in consideration of the Services performed, Customer will pay Biobot the fees specified in the applicable invoice or Order Form (the “**Fees**”), subject to this Section 2. All payments shall be made in full within thirty (30) days of date of invoice, without offset or deduction of any kind. If any payment due from Customer under this Agreement becomes more than thirty (30) days past due, Biobot may charge

Customer a late payment charge equal to the lesser of (a) one and one-half percent (1.5%) per month, compounded monthly, or (b) the maximum rate permitted under applicable law on the past due balance.

2.2 Taxes. The Fees are exclusive of taxes, and Customer is responsible for all applicable taxes other than taxes on Biobot's net income.

3. OWNERSHIP

As between the parties, subject to the provisions herein, Biobot will own all right, title, and interest in and to all samples, including all metadata, provided to Biobot (collectively, the "**Samples**"), the data related to and resulting from Biobot's processing the samples (the "**Data**"), and the Results, including, in each case, all intellectual property rights and related proprietary rights therein. The parties acknowledge and agree that Biobot shall be permitted to use the Samples, Results and Data in any manner, without restriction.

4. CONFIDENTIALITY. Each party agrees it will maintain in confidence and not to use except as permitted by this Agreement any Confidential Information disclosed to it by the other party. "**Confidential Information**" means any technical and non-technical data or information, in oral, written, graphic or electronic form, that is either indicated to be the proprietary or confidential information of the disclosing party, or which, by its nature, the receiving party would reasonably deem to be confidential. The obligations of confidentiality contained in this Section 4 will not apply to the extent that it can be established by the receiving party that the confidential information: (a) was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure; (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure; (c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving party; or (d) was developed independently by the receiving party without any use of the disclosing party's confidential information. Any restrictions on disclosure of Data will not apply to information that is required to be disclosed by a court, applicable public records laws or regulations, or government agency or regulatory requirements. Notwithstanding the foregoing, each party acknowledges that the raw data collected from the samples does not represent the Confidential Information of either party.

5. WARRANTIES; WARRANTY DISCLAIMER

5.1 Representations. Each party represents and warrants to the other party that (a) such party has the required operational power, right, and authority to enter into this Agreement and perform its obligations hereunder, (b) such party will comply with all applicable laws and regulations with respect to its activities under this Agreement, (c) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (d) this Agreement constitutes a legal, valid, and binding obligation of such party. Customer represents and warrants that it will not use the Equipment or Results for any purpose other than as set forth in this Agreement. Customer represents and warrants that it has obtained all necessary permissions for Samples to be collected from a facility. Biobot shall have no liability with respect to any Samples collected from a facility that did not grant permission for such collection. Biobot represents and warrants that: (i) it will use commercially reasonable efforts to perform the Services in a workman-like manner consistent with industry standards and protocols and (ii) the Services provided will meet the specifications set forth in the applicable documentation provided by Biobot. If, through no fault or delay of Customer, the Services do not materially conform to the foregoing warranty and Customer provides Biobot with written notice within thirty (30) days of

Biobot's performance of the Services, Customer's sole and exclusive remedy will be for Biobot to re-perform the nonconforming portions of the Services.

5.2 Disclaimer. WITHOUT LIMITING THE FOREGOING, BIOBOT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BIOBOT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

6. INDEMNIFICATION

6.1 Biobot's Indemnity of Customer. To the fullest extent permitted by laws and regulations, Biobot agrees to indemnify and hold Customer, its officers, and its employees harmless from and against all claims, costs, charges, civil penalties, fines, losses, liabilities, and damages (including reasonable professionals' fees and charges and all court or other dispute resolution costs) brought or alleged by a third party, arising out of, resulting from, or in connection with (a) a breach or violation by Biobot of any applicable law in the performance of its obligations under this Agreement, or (b) an allegation that the Equipment or the Results infringe or misappropriate a third party's intellectual property rights. Biobot will have no liability for any claim of infringement based on or arising from: (i) Customer's use of the Equipment or the Results in breach of this Agreement; (ii) any modification of the Equipment or the Results by Customer or any third party without Biobot's consent; or (iii) the combination or use of the Equipment or the Reports furnished hereunder with materials or services not furnished or approved by Biobot. If, in Biobot's opinion, the Equipment or the Results may be infringing or misappropriating any third party's intellectual property rights, Biobot may in its discretion (x) obtain a license to enable Customer to continue to use the potentially infringing portion of the Equipment or the Results (as applicable), (y) modify the Equipment or the Deliverables to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using commercially reasonable efforts, terminate the Agreement. Biobot's obligations in this Section 6 will be its sole and exclusive liability to Customer and Customer's sole and exclusive remedy with respect to any third-party claims of infringement of intellectual property rights.

6.2 Customer Indemnity. To the fullest extent permitted by applicable law, Customer agrees to indemnify and hold Biobot, its officers, and its employees harmless from and against all claims, costs, charges, civil penalties, fines, losses, liabilities, and damages (including reasonable professionals' fees and charges and all court or other dispute resolution costs) brought or alleged by a third party, arising out of, resulting from, or in connection with (a) any breach or violation by Customer of any applicable law or regulation or (b) Customer's failure to obtain the permission for Samples to be obtained from a facility or the Services to be performed using such Samples.

6.3 Procedure. If either party believes that it is entitled to indemnification under this Section 6, it agrees to (a) promptly notify the indemnifying party in writing of such claim, (b) give the indemnifying party reasonable information, assistance, and cooperation required to defend such claim, and (c) allow the indemnifying party to control the defense of any such claim and all negotiations for its settlement or compromise, provided that the indemnifying party may not settle any such claim unless such settlement completely and forever releases the indemnified party from all liability with respect to such claim or unless the indemnified party consents to such settlement, and further provided that the indemnified party will have the right, at its option, to participate in the defense thereof by counsel of its own choice.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER, OR TO ANY PERSON CLAIMING THROUGH OR UNDER THE OTHER, FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND WHETHER IN CONTRACT, IN TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8. INSURANCE. During the term of this Agreement, Biobot agrees to maintain insurance coverage at its own expense as provided in this paragraph. The insurance policies required under this Agreement shall contain customary terms generally available in the marketplace at the time coverage is procured and shall be:

- (a) A professional liability policy (errors and omissions) in the amount of One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- (b) Workers' Compensation coverage for the life of this Agreement for the benefit of employees required to be covered by the applicable workers' compensation law.
- (c) General Liability Insurance with limits of no less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate.

9. TERM; TERMINATION

9.1 Term. This Agreement is effective as of the earlier of: (a) the date Customer first provided a Sample to Biobot, (b) the date Customer affirmative accepted this Agreement, or (c) as otherwise specified in the Order Form ("**Effective Date**") and shall remain in effect until terminated as provided in Section 9, unless otherwise specified in the Order Form (the "**Term**").

9.2 Termination Without Cause. This Agreement may be terminated without cause by either party upon sixty (60) days' written notice to the other party.

9.3 Termination for Cause. This Agreement may be terminated by either party upon written notice to the other party if the other party commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days from the date of such written notice.

9.4 Effects of Termination.

(a) In the event of termination of this Agreement or any Order Form for the convenience of Customer or by reason of a material breach of the Agreement or an Order Form by Customer, Biobot shall be paid that portion of its fees and expenses that it has earned hereunder to the date of termination, plus a repayment of any Discount granted to Customer.

(b) In the event of termination by reason of a material breach of an Order Form by Biobot, Biobot shall be paid that portion of its fees and expenses that it has earned to the date of termination.

9.5 Survival. In the event of termination or upon expiration of this Agreement, Sections 1.3, 1.4, 1.5, 2, 3, 4 (for a period of two years), 5.2, 6, 7, 9.4, and 10 hereof will survive and continue in full force and effect.

10. MISCELLANEOUS. No licenses under any intellectual property rights are granted under this Agreement and all rights are reserved. Neither party will be held responsible for any delay or failure in performance of this Agreement caused by any events beyond the reasonable control of that party. The relationship of the parties created by this Agreement is that of independent contractors and not that of employer/employee, principal/agent, partnership, joint venture, or representative of the other. This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law provisions. In the event any provision of this Agreement is held by a proper authority to be prohibited by law or unenforceable, such provision shall be amended and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Neither party may assign this Agreement or its rights hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party, such consent not to be unreasonably conditioned or withheld. Notwithstanding the foregoing, Biobot may assign this Agreement and its rights hereunder to any affiliate or successor in interest without Customer's prior written consent. All notices, consents, and approvals under this Agreement must be delivered in writing by courier, or by certified or registered mail (postage prepaid and return receipt requested), to the other party at the address set forth in the Order Form or as provided during enrolment, and will be effective upon receipt or three business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party in accordance with the foregoing. Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any breach or right to enforce which may thereafter occur. This Agreement may be modified only by written mutual consent of the parties. Headings used in this Agreement are intended for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Agreement. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing an instrument to be drafted. As used in this Agreement, the words "include" and "including" and variations thereof will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." This Agreement, together with all Order Forms and enrolment forms, contains the final, complete, and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter.