Main Services Agreement

- This Main Services Agreement applies to Sales Orders effective <u>on or after November 6 2025</u>.

- For Sales Order effective <u>before November 6, 2025</u>, please refer to <u>this draft</u> of the Main Services Agreement

THESE FAQS ARE NOT INCORPORATED INTO BENCHLING'S OFFICIAL MSA and SHOULD BE DELETED BEFORE THE MSA IS SIGNED

Frequently Asked Questions

A Reviewer's Guide to the Benchling Main Services Agreement (MSA)

This guide is intended for our customers' legal and procurement teams. It provides context on Benchling's services to streamline your review of our MSA and explain how it is structured for a multi-tenant SaaS platform.

WHAT IS BENCHLING AND HOW DOES IT RELATE TO OUR MSA?

Benchling is a cloud-based informatics platform, powered by AI, designed specifically for bioscience research and development (R&D). We combine the delivery models of SaaS (Software as a Service), PaaS (Platform as a Service), and AI in a modular configuration to meet our customers' unique technology requirements.

Our products include:

- **Benchling AI:** AI features, agents, and models to improve efficiency and uncover insights.
- **Benchling Research:** Tools for sequence design, experiment management, and collaborative workflows.
- **PipeBio:** Advanced sequence analysis for cutting-edge biologics discovery.
- **Benchling In Vivo:** Support for pre-clinical animal study design and management.
- **Benchling Development:** Process and analytical design and execution at scale.
- **Benchling Connect and Insights:** Instrument connectors and data pipelines.
- **Benchling Platform:** The secure, trusted technology infrastructure with robust controls, permissions, and 'codeless' configuration that powers all Benchling products.

More information is at https://www.benchling.com/product-overview.

Benchling's platform is **data-agnostic**. This flexibility empowers you, the customer, to control how you use the platform and what data (Customer Data) is processed by it.

This platform model (data-agnostic, customer-controlled) directly informs the structure of our MSA:

1. **Customer Obligations:** Because you control the platform's use and the data you upload, the MSA necessarily requires you to agree to certain obligations and restrictions regarding that use and data.
2. **Platform Integrity:** To protect the security, stability, and integrity of the multi-tenant platform for all customers, the MSA prohibits processing certain types of highly sensitive data.

WHY USE THE BENCHLING MAIN SERVICES AGREEMENT?

Our MSA is not a generic vendor template; it is a concise agreement purpose-built for our proprietary, multi-tenant SaaS platform.

The agreement's structure is a direct reflection of our service delivery. As a multi-tenant provider with thousands of customers, our security, operations, and compliance are built on a single, standardized set of procedures. Our MSA reflects these practices and is designed to scale, ensuring every customer benefits from the same enterprise-grade protections.

This standardized approach allows us to provide a robust, secure, and innovative service efficiently. Basing our commercial relationship on this purpose-built agreement is the most effective way to align on terms and provision services to our customers without unnecessary delay.

Our MSA provides:

- A clear description of the Benchling Services.
- A performance warranty and a 99.5% SLA.
- Enterprise-grade product support.
- An industry-standard IP infringement indemnity.

Business terms (e.g., fees, subscription term, and specific products) reside in the Sales Order, not the MSA.

HOW DOES BENCHLING PROTECT OUR CUSTOMER DATA?

Benchling maintains industry-leading, enterprise-grade security practices. We are hosted on AWS and provide robust security for the infrastructure under our control. Please visit our Benchling Security Center for complete details on our security practices and certifications.

Our Data Processing Addendum (DPA) reflects the requirements of GDPR, CCPA, and other evolving data protection regulations. Benchling is certified under the EU-U.S. Data Privacy Framework (DPF) and uses it as our primary cross-border transfer mechanism. We also offer the Standard Contractual Clauses (SCCs).

WHO OWNS THE IP YOU DEVELOP FROM YOUR CUSTOMER DATA?

You do. Any intellectual property you develop from your Customer Data using the Benchling Services is owned by you.

DOES BENCHLING OFFER TERMINATION FOR CONVENIENCE?

As is standard for SaaS providers who commit resources and infrastructure based on a subscription term, we do not offer termination for convenience.

DOES BENCHLING PROVIDE PROFESSIONAL SERVICES?

It's important to understand that our Professional Services (PS) are for **configuration and integration**, not custom software development. Because the Benchling Services are platform-wide, off-the-shelf solutions, our PS consists of advice and assistance to integrate and configure the platform.

As such, traditional custom-dev concepts like "acceptance testing," "work-for-hire," and "IP assignment" are not applicable to our standard PS. If Benchling ever agrees to provide custom, work-for-hire deliverables, those specific terms will be detailed in a separate Statement of Work.

WHAT WARRANTIES DOES BENCHLING PROVIDE?

We offer an industry-standard performance warranty that the Benchling Services will operate in substantial conformity with the applicable Documentation.

DOES BENCHLING LIMIT LIABILITY?

Yes. Our liability framework is standardized for all customers and is a necessary component of our multi-tenant, data-agnostic SaaS model. Because we do not control the data you upload, we offer a mutual and balanced risk allocation, with reasonable liability caps, that allows us to provide a powerful, standardized service at a sustainable cost.

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Benchling Main Services Agreement

If you have a separate signed agreement with Benchling for your use of the Benchling Services, this Benchling Main Services Agreement will not apply to you, and your use of the Benchling Services will be governed by such separate signed agreement.

These terms and conditions

This Benchling Main Services Agreement ("**Agreement**") is entered into by and between Benchling, Inc. ("**Benchling**") and the entity or person placing an order for or accessing the Benchling Services ("**Customer**" or "**you**"). This Agreement consists of the terms and conditions set forth below, and any ordering documents, order descriptions or order confirmations referencing this Agreement ("**Sales Orders**"). If you are accessing or using the Benchling Services on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to "you" or "Customer" reference your company.

The "**Effective Date**" of this Agreement is the effective date of the first Sales Order referencing this Agreement. This Agreement will govern Customer's initial purchase on the Effective Date as well as any future purchases made by Customer that reference this Agreement.

Benchling may update the terms of this Agreement from time to time. Benchling will provide written notice of any material updates to this Agreement at least thirty (30) days prior to the date the updated version of this Agreement is effective. The updated version of this Agreement will be available at https://www.benchling.com/main-services-agreement. Notices for material updates to the terms of this Agreement will be given in accordance with Section 14.3. Following such notice, your continued use of the Benchling Services on or after the date the updated version of this Agreement is effective and binding, as indicated at the top of this Agreement, constitutes your acceptance of the updated version of this Agreement. The updated version of this Agreement supersedes all prior versions. If you do not agree to the updated version of this Agreement, you must stop using the Benchling Services immediately.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING THE BENCHLING SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE THE BENCHLING SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.

Accordingly, the parties agree as follows:

Capitalized terms not defined as they are used are defined in Section 15 (Definitions) below.

Accordingly, the parties agree as follows:

1. **Benchling Services.**

    1.1. **General Rights**.

        1.1.1. **Application Services.** Subject to the terms and conditions of this Agreement, Benchling grants Customer and its Authorized Users a limited, non-exclusive, non-transferable (except as permitted under Section 14.1 (Assignment)) right, during a Sales Order Term, to access and use the Application Services, up to the maximum number of Authorized Users set forth on the applicable Sales Order(s), solely for Customer's internal business purposes ("**Permitted Use**").

        1.1.2. **Benchling Installed Software.** During a Sales Order Term, and subject to the terms and conditions of this Agreement, Benchling grants Customer a non-exclusive license to download, install, use and run the Benchling Installed Software as necessary for Customer's Permitted Use of the Application Services.

        1.1.3. **Documentation.** In connection with the Application Services and Benchling Installed Software, Benchling grants Customer the right to access, copy and use the Documentation as part of Customer's Permitted Use. Customer may only use the Benchling Services in compliance with the Documentation.

        1.1.4. **Modifications and Delegation.** Benchling may, in its sole discretion, update, modify, enhance, or otherwise change the Application Services or the Benchling Installed Software, provided that it maintains backward compatibility and such changes do not have a materially adverse effect. Benchling may delegate the performance of certain portions of the Benchling Services to third parties, including, but not limited to subcontractors, Benchling's subsidiaries, and Benchling's hosting service provider(s), provided that Benchling will remain fully responsible for the acts and omissions of such third parties, their compliance with this Agreement, and for Benchling's overall performance under this Agreement. This does not limit any additional terms for sub-processors under a DPA.

        1.1.5. **Service-Specific Terms, AI Service Terms, and Benchling Policies.** Benchling may offer services or features as part of the Benchling Services that Benchling believes require service-specific terms. Such offerings are subject to the "**Service-Specific Terms**," which means the terms and conditions available at https://www.benchling.com/service-specific-terms. The Service-Specific Terms are hereby incorporated into this Agreement by reference as if set forth herein and apply if Customer uses such offerings. Additionally, some services or features offered as part of the Benchling Services may be subject to the "**AI Service Terms**," which means the terms and conditions available at

https://www.benchling.com/ai-service-terms. The AI Service Terms are hereby incorporated into this Agreement by reference as if set forth herein and apply to any offerings characterized as AI services within the AI Service Terms. The Benchling Policies are also hereby incorporated into this Agreement by reference as if set forth herein.

1.1.6. **Benchling Sites.** For clarity, while Customer's use of the Benchling Services is governed by this Agreement, Customer's use of the Benchling Sites is governed by relevant parts of the Terms of Service, available at https://www.benchling.com/terms-of-service.

1.2. **Affiliates**. If any of Customer's Affiliates use the Benchling Services under this Agreement, then all of the terms of this Agreement that apply to Customer shall apply to such Affiliate and its activities hereunder. Customer will remain responsible for the acts and omissions of its Affiliates in connection with each of its Affiliate's use of the Benchling Services during the term of their Sales Orders, including without limitation, breach of the terms of this Agreement applicable to such Affiliate, even if such Control is no longer maintained. Any claim from any of Customer's Affiliates that use the Benchling Services under the terms of this Agreement shall only be brought against Benchling by Customer on behalf of such Affiliate. Alternatively, an Affiliate of Customer may enter into its own Sales Order(s) with Benchling incorporating this Agreement with the Affiliate treated as "Customer", which will create a separate agreement between the Affiliate and Benchling. Neither Customer nor any of its Affiliates will have any rights under each other's Sales Orders with Benchling, and breach or termination of any such Sales Order is not a breach or termination of any other Sales Order. Notwithstanding the foregoing, Benchling may refuse to provide the Benchling Services to any of Customer's Affiliates for any reasonable business rationale, including failure to pass a background check or financial history audit.

1.3. **Authorized Users.** Each Authorized User will be associated with a single, unique email address for purposes of accessing (and being identified to) the Application Services. An Authorized User's email address and password may not be shared or used by any other person, including another Authorized User. Customer assumes full responsibility and liability for any acts, omissions or failures by its Authorized Users that give rise to any noncompliance, breach or violation of this Agreement and the applicable Sales Order.

1.4. **Unauthorized Access**. Customer will comply with its obligations under this Agreement in establishing a password or other procedures for verifying that only Authorized Users of Customer have access to any administrative functions of the Application Services. Excluding misuse of Customer's account directly caused by Benchling's breach of this Agreement, Customer will be responsible for maintaining the security of Customer's account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer's account with or without Customer's knowledge or consent. Customer will use reasonable efforts to prevent any unauthorized use of the Application Services and Benchling Installed Software and will promptly notify Benchling in writing of any unauthorized use that comes to Customer's attention and provide all reasonable cooperation to prevent and terminate such use.

1.5. **Restrictions on Use**. Customer shall not, and shall not permit any third party to: (a) license, sublicense, sell, resell, rent, lease, loan, assign, transfer, distribute, timeshare, market, publish, reproduce, or otherwise commercially exploit or make the Application Services or the Benchling Installed Software (or any portion thereof) available to any third party other than as contemplated by this Agreement; (b) decompile, disassemble or reverse engineer the Application Services or Benchling Installed Software, or otherwise attempt to discover the source code, object code, logic, process or underlying methodology, structure, ideas or algorithms of the Application Services, or related trade secrets, or any software, documentation or data related to the Application Services; (c) use the Benchling Services (or any portion thereof) except to the extent permitted in Section 1.1 (General Rights), or other than (i) in accordance with this Agreement and (ii) in compliance with Benchling's Acceptable Use Policy as well as all Laws; (d) modify, copy, or create any derivative work of any part of the Benchling Services (or any portion thereof); (e) publish any results of benchmark tests run on the Application Services or Benchling Installed Software.

1.6. **High Risk Activities & Prohibited Data.** Customer shall not: (a) use the Application Services for High Risk Activities; or (b) upload, transmit, or otherwise submit Prohibited Data to the Application Services, except to the extent that Benchling expressly authorizes or requests, in writing, such data for a specified purpose. Customer acknowledges that the Application Services are not designed for, and Benchling disclaims all liability arising from or relating to: (1) the use of the Application Services for High Risk Activities, or (2) the submission or processing of Prohibited Data, other than Prohibited Data expressly authorized by Benchling, in writing, pursuant to this Section.

1.7. **Professional Services**. Benchling will provide the Professional Services as set forth in the applicable SOW and any associated exhibits describing the Professional Services.

1.8. **Trials and Betas**. Benchling may offer optional Trials and Betas. Use of Trials and Betas is permitted only for Customer's internal evaluation during the period designated by Benchling on the Sales Order (or if not designated, 30 days). Customer is under no obligation to use any Trials and Betas, and Benchling is under no obligation to offer Trials and Betas for Customer's use. Either party may terminate Customer's use of Trials and Betas at any time for any reason. Trials and Betas are provided "AS IS" and may be inoperable, incomplete or include features never released. **Notwithstanding anything else in this Agreement, Benchling offers no warranty, indemnity, SLA or Support for Trials and Betas and its liability for Trials and Betas will not exceed US$1,000**.

1.9. **Third-Party Services**. Any Third-Party Services used by Customer will be governed by Customer's agreement with the third party, not this Agreement, and Benchling does not warrant, support, or assume any liability or other obligation with respect to such Third-Party Services or how such third parties use Customer Data, unless expressly provided otherwise in a Sales Order or other agreement entered into between Customer and Benchling. If Customer chooses to enable integrations between the Third-Party Services and the Application Services in a manner that requires Benchling to exchange Customer Data with such Third-Party Service, then Customer: (a) grants Benchling permission to allow the Third-Party Service to access Customer Data and information about Customer's usage of the Third-Party Services, as necessary, to enable integration; (b) acknowledges that any such access to Customer Data is solely between Customer and the Third-Party Service and subject to the agreement governing Customer's use of such Third-Party Service (the presentation and manner of acceptance of which is controlled solely by the Third-Party Service); and (c) agrees that Benchling is not responsible for any disclosure, modification, or deletion of Customer Data resulting from such third-party access to Customer Data.

1.10. **Equipment.** Customer will be responsible for obtaining and maintaining, at its expense, all the necessary computer hardware, software, services, modems, connections to the internet, and other items operated or provided by Customer or third parties, as required for Customer's access and use of the Benchling Services. Benchling is not responsible for the operation of any services, nor the availability or operation of the Benchling Services, to the extent such availability and operation is dependent upon such services.

2. **Support**. Benchling will provide technical support for the Application Services and Benchling Installed Software to any named Customer system administrators during normal Business Hours as described further in the Benchling Support Policy located at https://help.benchling.com/hc/en-us/articles/14153189187341-Benchling-Support-Policy.

3. **Data and Privacy.**

   3.1. **Customer Data and Customer Materials**. Customer hereby grants Benchling a license to use Customer Data and Customer Materials for the purposes of: (a) providing the Benchling Services to Customer in a manner consistent with this Agreement and the Data Processing Addendum; (b) operating, evaluating, improving, and supporting the Benchling Services; (c) keeping the Benchling Services safe and secure; (d) complying with applicable Laws; and (e) enforcing its rights under this Agreement and the Benchling Policies, subject to the confidentiality provisions herein. Customer is responsible for its Customer Data and Customer Materials, including its content and accuracy, and agrees to comply with Laws and the AUP in using the Benchling Services. Customer represents and warrants that it has made all disclosures and has all rights, consents and permissions necessary to use its Customer Data and Customer Materials with the Benchling Services without violating or infringing Laws, third-party rights (including intellectual property, publicity or privacy rights) or any terms or privacy policies that apply to any Third-Party Services and Customer Data.

   3.2. **Usage Data.** Benchling may collect Usage Data and use it to operate, maintain, secure, improve, and support the Application Services and the Benchling Installed Software, and for other lawful business purposes, including benchmarking and reports. However, Benchling will not disclose Usage Data externally unless it is both: (a) de-identified so that it does not identify Customer, its users, or any other person; and (b) aggregated with data across other customers.

   3.3. **Privacy.** Customer acknowledges, agrees to, and is bound by Benchling's Privacy Policy, located at https://www.benchling.com/privacy-policy, and Benchling's Data Processing Addendum ("**DPA**"), located at https://www.benchling.com/data-processing-addendum. Benchling agrees that it will process all Customer Personal Data (as defined in the DPA) in accordance with the DPA.

   3.4. **EU Data Act**. To the extent the Benchling Services are subject to Regulation (EU) 2023/2854 (the "**EU Data Act**"), the terms of the Benchling EU Data Act Addendum, available at https://www.benchling.com/eu-data-act-addendum ("**Data Act Addendum**"), are incorporated by reference into this Agreement. To the extent the terms of the Data Act Addendum conflict with this Agreement, the terms of the Data Act Addendum will control.

4. **Proprietary Rights.**

   4.1. **Reserved Rights.** Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Benchling's express rights in this Agreement, as between the parties, Customer exclusively owns and reserves all right, title and interest in and to Customer Data and Customer Materials, subject to Benchling's rights to process such data in accordance with this Agreement. Except for Customer's express rights in this Agreement, as between the parties, Benchling and its licensors retain all intellectual property and other rights in the Benchling Intellectual Property.

   4.2. **Feedback**. If either party provides Feedback to the other, the other party may use the Feedback without restriction or obligation. All Feedback is provided "AS IS" and neither party will publicly identify the other as the source of any Feedback without the other party's written consent.

5. **Payments and Taxes.**

   5.1. **Fees**. Customer will pay all fees described in the applicable Sales Order within thirty (30) days of the invoice date in U.S. dollars unless otherwise stated in the Sales Order. Except as otherwise specified herein or in a Sales Order, (i) all license fees are based on license subscriptions purchased and not actual usage, (ii) all payment obligations are non-cancelable, (iii) all

fees and expenses paid are non-refundable, and (iv) quantities purchased cannot be decreased during the relevant license terms. Late payments are subject to an interest charge of 1.5% per month, or the maximum rate allowed by law, whichever is less.

5.2. **Taxes**. Fees and expenses are exclusive of Taxes. Customer is responsible for any sales, use, value-added, and other taxes, duties or levies that apply to a Sales Order, assessed by any jurisdiction whatsoever ("**Taxes**"), other than taxes based on Benchling's net income. If Benchling is required to pay or collect Taxes for which Customer is responsible, then Benchling will invoice Customer and Customer will pay that amount, unless, upon issuance of an invoice, Customer provides Benchling with (i) a valid tax exemption certificate, (ii) a valid government issued identification, and (iii) a valid exemption code. If Customer is required by any governmental authority to deduct any portion of the amount invoiced by Benchling, then Customer shall increase payment by an amount necessary such that the total payment made to Benchling is equal to the amount originally invoiced.

5.3. **Expenses**. Customer will reimburse Benchling for reasonable expenses incurred by Benchling in performing Professional Services at sites other than Benchling facilities that have been pre-approved by Customer in writing and are evidenced by valid receipts. All such expenses shall comply with Benchling's travel and expense policy in effect at the time of such travel.

6. **Warranties and Disclaimers.**

6.1. **Mutual**. Each party represents and warrants that it: (a) has the legal power and authority to enter into this Agreement; and (b) will use industry-standard measures to avoid introducing viruses, malicious code or similar harmful materials into the Application Services or Benchling Installed Software.

6.2. **Benchling Additional Warranties**. Benchling warrants that: (a) the Application Services and the Benchling Installed Software will perform materially as described in the Documentation during a Sales Order Term ("**Performance Warranty**"); and (b) any Professional Services will be provided in a professional and workmanlike manner ("**Professional Services Warranty**"). The Performance Warranty will not apply if the Application Services or the Benchling Installed Software are used outside the scope of what is permitted by this Agreement and the Documentation.

6.3. **Disclaimers**. **Benchling Services are provided "as is" and "as available". Except as expressly provided in this Agreement, and to the maximum extent permitted by applicable law, each party expressly disclaims all warranties, express or implied, statutory or otherwise, including, without limitation, warranties of merchantability, fitness for a particular purpose (even if advised of the purpose), accuracy, title, and non-infringement. In addition, except as expressly provided in this Agreement, Benchling does not warrant that access to the Application Services or Benchling Installed Software will be uninterrupted or error free, that Benchling Services will meet Customer's needs, or that data will not be lost. Benchling's warranties in this Section 6 do not apply to issues arising from Third-Party Services or misuse or unauthorized modifications of the Application Services or Benchling Installed Software.**

7. **Term, and Termination.**

7.1. **Term**. This Agreement starts on the Effective Date and continues until terminated pursuant to the provisions herein (the "**Term**").

7.2. **Termination**. Either party may terminate this Agreement (including all related Sales Orders) if the other party: (a) fails to cure a material breach of this Agreement within thirty (30) days after written notice thereof; (b) ceases operation without a successor; or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within thirty (30) days.

7.3. **Data Export & Deletion.**

7.3.1. During a Sales Order Term, Customer may export Customer Data from the Application Services (or Benchling will otherwise make the Customer Data available to Customer) as described in the Documentation.

7.3.2. After sixty (60) days following termination or expiration of all Sales Orders, Benchling may, but is not bound to, irretrievably erase, or archive to inaccessibility, any Customer Data stored in the Application Services.

7.3.3. Notwithstanding the foregoing, Benchling may retain Customer Data and Confidential Information in accordance with its standard backup or record retention policies or as required by Law, subject to Section 11 (Confidentiality), Section 12 (Security), and the DPA (or any other data processing agreement agreed to between Customer and Benchling).

7.3.4. In accordance with the DPA, following termination or expiration of the Agreement or all outstanding Sales Order(s), and upon Customer's written request, Benchling shall delete Customer Data (including Customer Personal Data, as defined in the DPA), unless ongoing storage of such data is required or authorized by applicable law or is impracticable.

7.4. **Effect of Termination**. Upon expiration or termination of this Agreement for any reason: (i) Customer's right to use the Benchling Services will cease; (ii) each party will promptly cease all use of, destroy, or return Confidential Information (subject to Section 7.3 for Customer Data), including for the avoidance of doubt all versions of the Documentation that Customer has in its possession (at Disclosing Party's discretion); (iii) Benchling will terminate Customer and its Authorized

Users access to the Application Services; and (iv) Customer will promptly, but in no event later than fifteen (15) days after termination, pay in full all fees due or accrued prior to termination.

7.5. **Survival**. Upon termination or expiration of this Agreement, all licenses granted hereunder shall immediately terminate. The following provisions shall survive any termination or expiration of this Agreement: Sections 1.5 (Restrictions on Use), 1.6 (High Risk Activities & Prohibited Data), 3 (Data and Privacy), 4 (Proprietary Rights), 5.1 (Fees), 5.2 (Taxes), 6.3 (Disclaimers), 7.3 (Data Export & Deletion), 7.4 (Effect of Termination), 9 (Limitations of Liability), 10 (Indemnification), 11 (Confidentiality), 14 (General) and 15 (Definitions).

8. **Suspension.** Benchling may suspend Customer's access to the Application Services, access to Third-Party Services via the Application Services and related services due to a Suspension Event but will use its best efforts to give Customer prior notice so that Customer may seek to resolve the issue and avoid suspension. Benchling is not required to give prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Laws. Once the Suspension Event is resolved, Benchling will promptly restore Customer's access to the Application Services in accordance with this Agreement.

"**Suspension Event**" means a situation where: (a) Customer's account is thirty (30) days or more overdue; (b) Customer is in breach of Section 1.4 (Unauthorized Access) or 1.5 (Restrictions on Use) or other usage-related terms included in the Service-Specific Terms, AI Service Terms, or Benchling Policies; (c) Benchling needs to take action to prevent harm to other customers or third parties; or (d) Benchling needs to take action to preserve the security, availability or integrity of the Benchling Services.

9. **Limitations of Liability.**

9.1. **Liability Cap**. Each party's entire liability arising out of or related to this Agreement will not exceed an amount equal to amounts paid or payable by Customer to Benchling under this Agreement and all of the then-current Sales Orders thereunder in the twelve (12) months immediately preceding the first incident giving rise to liability ("**Liability Cap**").

9.2. **Consequential Damages Waiver.** Neither party will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance or consequential damages or damages for loss of use, lost data or interruption of business, even if informed of their possibility in advance.

9.3. **Exceptions.** Sections 9.1 (Liability Cap) and 9.2 (Consequential Damages Waiver) will not apply to Uncapped Claims, defined below.

"**Uncapped Claims**" means (i) Customer's breach under Section 5.1 (Fees), (ii) either party's obligations under Section 10 (Indemnification), (iii) either party's infringement or misappropriation of the other party's Intellectual Property Rights, (iv) any breach of Section 11 (Confidentiality), excluding breaches related to Customer Data, and (v) liabilities that cannot be limited by Law.

9.4. **Nature of Claims.** The waivers and limitations in this Section 9 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

10. **Indemnification.**

10.1. **Indemnification by Benchling.** Benchling, at its own cost, will defend Customer from and against any Benchling-Covered Claims (defined below) and will indemnify and hold harmless Customer from and against any damages or costs awarded against Customer (including reasonable attorneys' fees) or agreed in settlement by Benchling resulting from the Benchling Covered Claims.

10.2. **Indemnification by Customer.** Customer, at its own cost, will defend Benchling from and against any Customer-Covered Claims (defined below) and will indemnify and hold harmless Benchling from and against any damages or costs awarded against Benchling (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the Customer Covered Claims.

10.3. **Indemnification Definitions.** The following definitions apply:

"**Benchling-Covered Claim**" means a third-party claim that the Application Services and Benchling Installed Software, when used by Customer as authorized in this Agreement, infringes or misappropriates a third party's Intellectual Property Rights, except for any such claims excluded from indemnification as described in Section 5.4 of the AI Service Terms.

"**Customer-Covered Claim**" means a third-party claim arising from: (a) Customer Data; (b) Customer Materials; (c) Customer's breach or alleged breach of Section 1.5 (Restrictions on Use) or 1.6 (High-Risk Activities & Prohibited Data); or (d) a Covered AI Claim, as defined in the AI Service Terms.

10.4. **Procedures.** The indemnifying party's obligations in this Section 10 are subject to receiving from the indemnified party: (a) prompt notice of the claim (but delayed notice will only reduce the indemnifying party's obligations to the extent it is prejudiced by the delay); (b) the exclusive right to control the claim's investigation, defense and settlement, and; (c)

reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle a claim without the indemnified party's prior approval if settlement would require the indemnified party to admit fault or take or refrain from taking any action (except regarding use of the Application Services when Benchling is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

10.5. **Mitigation.** In response to an infringement or misappropriation claim, if required by settlement or injunction or as Benchling determines necessary to avoid material liability, Benchling may: (a) procure rights for Customer's continued use of the Application Services; (b) replace or modify the allegedly infringing portion of the Application Services to avoid infringement, without reducing the Application Services' overall functionality; or (c) terminate the affected Sales Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Sales Order Term.

10.6. **Exceptions.** Benchling's obligations in this Section 10 do not apply to claims resulting from: (a) modification or unauthorized use of the Application Services not in accordance with this Agreement and the Documentation; (b) use of the Application Services in combination with items not provided by Benchling, including Third-Party Services; or (c) any software that Benchling may distribute to Customer other than the most recent release, if Benchling made available (at no additional charge) a newer release that would avoid infringement. Customer will indemnify Benchling from all losses related to any claims excluded from Benchling's indemnity obligation by the preceding sentence.

10.7. **Exclusive Remedy. This Section 10 sets out the indemnified party's exclusive remedy and the indemnifying party's sole liability regarding third-party claims of intellectual property infringement or misappropriation covered by this Section 10**.

11. **Confidentiality.** The party receiving Confidential Information ("**Receiving Party**") from the other party ("**Disclosing Party**") agrees not to use or disclose it to any third party except as expressly permitted in this Agreement, without the Disclosing Party's prior written consent. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its and its Affiliates' consultants and contractors who reasonably need to know such Confidential Information and which consultants and contractors are bound by obligations of confidentiality substantially similar to the terms of this Agreement, provided that the Receiving Party shall be liable for any disclosure of Confidential Information by its consultants and contractors. The Receiving Party shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of the Disclosing Party's Confidential Information, but in no event less than reasonable care. In the event of any termination or expiration of this Agreement, each party will either return or, at the Disclosing Party's request, destroy the Confidential Information of the other party; provided however, that each Receiving Party may retain copies of the Disclosing Party's Confidential Information for routine backup and archival purposes, subject to the confidentiality obligations set forth in this Agreement. Notwithstanding the foregoing, the obligations set forth in this Section 11 shall not apply with respect to any information that: (a) prior to disclosure by the Disclosing Party, was already in the possession of the Receiving Party without confidentiality restrictions; (b) is already or becomes generally available to the public other than as a result of the Receiving Party's breach of this Agreement; (c) was rightfully disclosed to it by a third party without restriction; or (d) is independently developed by the Receiving Party without reference to or use of the Confidential Information of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided that, if practicable and to the extent legally permissible, the Receiving Party provides adequate notice and reasonable assistance to the Disclosing Party for the purpose of enabling the Disclosing Party to prevent or limit the disclosure.

12. **Security.** Benchling will implement and maintain appropriate information security policies and processes (including reasonable technical, administrative and physical safeguards) that are designed to prevent unauthorized access to or use or disclosure of any Customer Data as further described in Benchling's Information Security Policy located at https://www.benchling.com/information security-policy.

13. **Publicity**. Benchling may reference Customer as a Benchling Services user on Benchling's website and investor materials including use of Customer's logo. Upon prior written approval and on a case by case basis, Customer may be mentioned in marketing and promotional materials, and participate in press announcements, case studies, trade shows, or other forms as reasonably requested by Benchling.

14. **General**.

14.1. **Assignment**. Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement, with notice to the other party, in connection with the assigning party's merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

14.2. **Governing Law and Dispute Resolution**. The laws of the state of California govern this Agreement and any action arising out of or relating to this Agreement, without reference to conflict of law rules. In the event a dispute arises between the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the parties will attempt to resolve the dispute through good faith consultation. If the dispute is not resolved within a three-month period, then any or all outstanding issues shall be submitted to mediation. If the mediation is not successful in resolving the entire dispute or is unavailable, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Francisco, California, to be

administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, by a single arbitrator who has substantial experience in resolving complex commercial contract disputes. Judgment on the Award may be entered in any court having jurisdiction, and the parties specifically consent to the venue and jurisdiction of the state and federal courts in San Francisco, California for the purposes of enforcing this Section 14.2 and enforcing any award. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

14.3. **Notices.**

14.3.1. Except as set out in this Agreement, notices, requests and approvals under this Agreement must be in writing if to Customer, to the address on the Sales Order, and if to Benchling, to the Benchling Contact Information below. Notice will be deemed given: (1) upon receipt if by personal delivery; (2) upon receipt if by certified or registered U.S. mail (return receipt requested); (3) one day after dispatch if by a commercial overnight delivery; or (4) upon delivery if by email. Either party may update its address with notice to the other.

Benchling Contact Information:

Attn: Benchling Legal
Benchling, Inc.
680 Folsom Street, 8th Floor
San Francisco, CA 94107
Copy to: legal@benchling.com

14.3.2. Benchling may also send operational notices through the Application Services.

14.4. **Entire Agreement.** This Agreement is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements, proposals or discussions regarding the subject matter herein and controls over the preprinted terms of any purchase order or similar document even if signed by the parties after the date hereof unless the parties expressly agree otherwise. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. Excluding Sales Orders, terms in business forms, purchase orders or quotes used by either party will not amend or modify this Agreement; any such documents are for administrative purposes only. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

14.5. **Order of Precedence.** In the event of a conflict among the documents making up this Agreement, the main body of this Agreement will control, except the Benchling Policies, AI Service Terms, and Service-Specific Terms will control for their specific subject matter, and a Sales Order may only control if it specifically identifies the provisions in this Agreement to be superseded.

14.6. **Amendments.** Any amendments to this Agreement must be in writing and signed by each party's authorized representatives.

14.7. **Operational Changes.** With notice to Customer, Benchling may modify the Benchling Policies to reflect new features or changing practices, but the modifications may not be retroactive or materially decrease Benchling's overall obligations during a Sales Order Term.

14.8. **Waivers and Severability.** Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect. Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

14.9. **Force Majeure.** Neither party is liable for a delay or failure to perform this Agreement due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, natural disaster or any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent ("**Force Majeure**"), other than an obligation to pay fees. If a Force Majeure has a materially adverse effect on the Application Services for fifteen (15) or more consecutive days, either party may terminate the affected Sales Order(s) upon notice to the other and Benchling will refund to Customer any pre-paid, unused fees for the terminated portion of the Sales Order Term. However, this Section does not limit Customer's obligations to pay fees owed.

14.10.   **Independent Contractors.** The parties are independent contractors, not agents, partners or joint venturers.

14.11.   **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

14.12.   **Open Source.** Benchling Installed Software distributed to Customer (if any) may include third-party open source software ("**Open Source**") as listed in the Documentation or by Benchling upon request. If Customer elects to use the Open Source on a stand-alone basis, that use is subject to the applicable Open Source license and not this Agreement.

14.13.   **Export.** Customer acknowledges that the Benchling Services are subject to the international trade laws of the United States, including the United States Export Administration Regulations and United States Office of Foreign Assets Control

sanctions programs, and other applicable jurisdictions (collectively "**Trade Laws**"), and Customer agrees to comply with all Trade Laws in using the Benchling Services. Customer: (a) represents and warrants that it is not listed, or 50% or more owned, directly or indirectly, on any United States government list of prohibited or restricted parties or located in (or ordinarily resident in) a country that is subject to a United States government embargo or comprehensive sanctions, or that has been designated by the United States government as a "terrorist supporting" country; (b) agrees not to access, export or use the Benchling Services in violation of any United States export embargo, prohibition or restriction (including those administered by the United States Bureau of Industry and Security and United States Office of Foreign Assets Control; (c) will not use the Benchling Services for any nuclear, chemical/biological weapons, missile or military-related end use prohibited by the Trade Laws; (d) will not submit to the Benchling Services any information controlled under the United States International Traffic in Arms Regulations; and (e) represents and warrants that any export-controlled technology provided to Benchling (including technology subject to the United States Export Administration Regulations) is properly authorized when sharing it with Authorized Users and with Benchling personnel.

14.14.　　　**Government Rights.** To the extent applicable, the Application Services are "commercial computer software" as defined at 48 C.F.R. § 2.101 and 48 C.F.R. § 252.227-7014(a)(1) and as the term is used in 48 C.F.R. §§ 12.212 and 227.7202, and related services are "commercial services" as defined under 48 C.F.R. § 2.101. The Application Services are provided to U.S. federal, state, or local government customers and end users, for use by the government customer or on its behalf, subject to the terms of this Agreement and with only those rights as are granted to all other customers and users pursuant to the terms and conditions herein. All provisions herein apply to government customers and end users except to the limited extent prohibited by applicable law. If any provision of these terms is so prohibited, such provision will be deemed modified only to the extent reasonably necessary to conform to applicable law, giving maximum effect to the terms as written. Use, reproduction, release, modification, disclosure or transfer of the Application Services is governed solely by the terms of this Agreement, and all other use is prohibited.

15. Definitions.

"**Acceptable Use Policy**" or "**AUP**" means the policy located at https://www.benchling.com/acceptable-use-policy, which describes rules that apply to any party using any products and services provided by Benchling or any of its affiliates, as well as to any user of any software application or service made available by Customer that interfaces with the Benchling Services.

"**Account Data**" means data that relates to Benchling's relationship with Customer, including but not limited to Customer organizational names, Authorized User names, contact information, usernames, user IDs, passwords, and responses to security questions. Account Data also includes any data Benchling may need to collect for the purpose of managing its relationship with Customer, including information used to authenticate users, administer accounts, and provide secure access to Benchling's platform; identity verification; account settings and configuration; or as otherwise required by applicable laws and regulations. For clarity, Account Data does not include Customer Data.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with a party. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the party. Any legal entity will be considered a party's Affiliate as long as that interest is maintained.

"**Application Services**" means the proprietary cloud services and related offerings detailed in the applicable Sales Order and hosted on servers under the control or direction of Benchling, as modified from time to time.

"**Authorized User**" means anyone authorized by Customer to access and use the Benchling Services for the benefit of Customer, including, but not limited to, employees, contractors, and agents of Customer and its Affiliates.

"**Benchling Installed Software**" means Benchling's proprietary software components or tools made available for installation on Customer's computer systems or devices, including but not limited to for the purpose of integrating the Application Services with Third-Party Services.

"**Benchling Intellectual Property**" means Benchling's proprietary technology, including but not limited to the Benchling Services, the Benchling Sites, software tools, hardware designs, algorithms, software, user interface, designs, architecture, network designs, know-how, and trade secrets, and all Intellectual Property Rights therein throughout the world (whether owned by Benchling or licensed to Benchling by a third party).

"**Benchling Policies**" means the Acceptable Use Policy, Information Security Policy, SLA, and Support Policy.

"**Benchling Services**" means the Application Services, Benchling Installed Software, the Documentation, and Professional Services. The Benchling Services do not include Third-Party Services or the Benchling Sites.

"**Benchling Sites**" means Benchling's websites, including but not limited to benchling.com, benchling.ai, and pipebio.com, Benchling's educational platform ("**Benchling Learning Labs**"), Benchling's community platform (the "**Benchling Community**"), and the trial version of Benchling AI ("**Benchling AI Trial Version**").

"**Business Hours**" means, for U.S. customers: 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, and for non-U.S. customers: 9:00 a.m. to 5:00 p.m. Central European Time, Monday through Friday. Business Hours exclude federal and national holidays.

"**Confidential Information**" means any nonpublic information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement in any form, which (a) the discloser identifies as "Confidential" or "Proprietary" or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Confidential Information includes: (i) Benchling's pricing, technical and performance information about the Benchling Services as well as all technology, software, or proprietary information underlying the Benchling Services; (ii) Customer Data and Customer Materials; and (iii) trade secrets of either party.

"**Customer Data**" means any data, information, content, or code that: (i) Customer submits, posts, uploads, transmits, or otherwise makes available to the Application Services, including via Third-Party Services, except for such data specifically excluded in this definition; or (ii) is Output. Customer Data specifically excludes: (1) Benchling Intellectual Property, including but not limited to templates, suggested inputs or prompts, and proprietary datasets, models, or training corpora; (2) Account Data; (3) Usage Data, including any such data that incidentally incorporates data made available to the Application Services by Customer; (4) Feedback, whether structured (e.g., "thumbs up/down" signals, ratings) or unstructured (e.g., free-text submissions); and (5) aggregated and de-identified data.

"**Customer Materials**" means materials, systems and resources that Customer makes available to Benchling in connection with the Benchling Services but that are not processed by, or stored within, the Application Services, including data transmitted to Benchling for troubleshooting purposes.

"**Documentation**" means the then current version of the readme and help files, knowledge base and other documentation for the Application Services and the Benchling Installed Software made available at help.benchling.com and docs.benchling.com.

"**Feedback**" means comments, suggestions, ideas, enhancement or improvement requests, recommendations, or any other feedback that Customer provides to Benchling related to the Benchling Services.

"**High Risk Activities**" means activities where use of the Benchling Services could lead to death, personal injury or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control.

"**Intellectual Property Rights**" means rights, priorities and privileges, under the laws of any jurisdiction worldwide associated with: (a) works of authorship (including exclusive exploitation rights, copyrights, copyright licenses and moral rights), trade secrets, trademarks, trademark licenses, patents, patent licenses, technology, know-how, processes and other proprietary rights; (b) registrations, protection, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the above in (a); and (c) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages from the same.

"**Laws**" means all relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and export of technical or personal data.

"**Output**" means the content, reports, models, visualizations, calculations, files, designs, predictions, code, sequences, and similar information generated directly from Customer Data by Customer, or by Benchling via the Benchling Services, based on Customer's use or input. For clarity, Output excludes the Benchling Intellectual Property, including where such Benchling Intellectual Property is incorporated into generated outputs (e.g., templates of reports and models).

"**Professional Services**" means any configuration, consulting, training and similar ancillary services, that are set forth in the applicable statement of work ("**SOW**") entered into between the parties.

"**Prohibited Data**" means any data or information that falls within any of the following categories: (a) information that relates to an identified or identifiable natural person's physical or mental health, medical condition, diagnosis, treatment, or provision or payment of health care services, including any associated identifiers or health-related data derived from biological samples or tests and any data that may be considered personal health information or personal health data under applicable Laws (for clarity, this would not include data that has been de-identified or anonymized in accordance with applicable Laws, such that no individual can be identified, directly or indirectly, by the data alone or in combination with other reasonably available information); (b) genetic or biometric information that can identify an individual; (c) non-public, government-issued identification numbers for an individual (e.g., Social Security Numbers, tax identification numbers, passport numbers, driver's license numbers); (d) personal financial data or account information, including payment card numbers, debit or credit card data, account credentials, or Sensitive Authentication Data or Cardholder Data as defined under the Payment Card Industry Data Security Standard (PCI-DSS); (e) an individual's username, email address, or other identifier in combination with a password or security question that would permit access to such individual's account; (f) geolocation data that could identify the precise location of any individual; (g) any personally identifiable information relating to an individual under the age of sixteen (16); (h) any data regarding an individual's criminal convictions, offenses, or records; (i) any data revealing an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, or data concerning an individual's sex life or sexual orientation; or (j) any other data or information that: (1) is classified as "sensitive," "special category" or a similar categorization pursuant to applicable data protection Laws (including,

without limitation, the Health Insurance Portability and Accountability Act (HIPAA) and Gramm-Leach-Bliley Act (GLBA); (2) is submitted without the necessary consent, authorization, or other legal basis from the data subject or owner; or (3) if subject to unauthorized access, disclosure, or breach, would be likely to result in material risk or harm to the rights, freedoms, or interests of the affected individual.

"**Sales Order**" means an ordering document entered into by the parties that sets forth the specific pricing and options for the Benchling Services to the Customer including any SOW entered into between the parties for the provision of Professional Services. Customer and Benchling may enter into multiple Sales Orders, if appropriate. Capitalized terms used herein, but not defined, shall have the meaning set forth in the Sales Order.

"**Sales Order Term**" means the term for Customer's license to use of the Benchling Services as identified in a Sales Order.

"**SLA**" means the Service Level Agreement located at https://www.benchling.com/service-level-agreement describing the Application Services performance and availability metrics.

"**Support**" means support for the Application Services as described in Section 2 (Support).

"**Third-Party Services**" means any product, add-on, services or platform not provided by Benchling that Customer uses with the Benchling Services.

"**Trials and Betas**" means access to the Application Services (or Application Services features) on a free, trial, beta, preview, or early access basis.

"**Usage Data**" means system-generated logs, diagnostics, and metadata (including technical and security monitoring logs), login data, and data and learnings that Benchling collects in connection with Customer's use of the Application Services, Benchling Installed Software, and Benchling Sites (e.g., frequency of logins and features and functionalities being utilized, and actions taken within the Application Services). For clarity, Usage Data does not include Customer Data.