



PROFESSIONAL SERVICES TERMS AND CONDITIONS

Unless Customer and Revvity Signals Software, Inc. (“**Revvity Signals**”) have mutually executed a separate agreement to govern Revvity Signals’ provision of professional services, these terms and conditions (“**Professional Service Terms**”) apply to Customer’s purchase of services performed by Revvity Signals’ 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 Revvity Signals quote for or including professional services (each, a “**SOW**”), Revvity Signals 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, Revvity Signals’ 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 Revvity Signals shall require the execution by both parties of a change order detailing the agreed changes.
3. Revvity Signals Obligations. Revvity Signals 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. Revvity Signals 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. Revvity Signals 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 Revvity Signals in writing in advance.
4. Customer Obligations. Customer shall: (a) reasonably cooperate with Revvity Signals 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 Revvity Signals product that is the subject of the Professional Services) and, if and as required for the Professional Services, provide Revvity Signals personnel timely access to any of the foregoing; (c) provide all information Revvity Signals 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 Revvity Signals in writing. Revvity Signals 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 Revvity Signals 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. Revvity Signals 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. Revvity Signals shall not provide Customer with any legal advice regarding compliance with laws, rules or regulations in the jurisdictions in which Customer uses the Deliverables or any other product or solution licensed by Revvity Signals, including any laws, rules or regulations related to data privacy, or medical, pharmaceutical or health related data. Customer acknowledges it is Customer's sole responsibility to monitor its compliance with all such applicable laws, rules or regulations.
6. Time for Completion. Revvity Signals will use commercially reasonable efforts to meet the estimated timelines for delivery as set forth in the SOW. Revvity Signals agrees to notify Customer promptly of any factor, occurrence, or event coming to its attention that may affect Revvity Signals' ability to meet the estimated completion dates set forth in the SOW. If the performance of Revvity Signals is prevented or delayed by any act or omission of Customer or its personnel, Revvity Signals 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 Revvity Signals' 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. Time and Materials. Where Professional Services are provided on a time and materials basis, Revvity Signals will invoice Customer monthly in arrears its fees for time, expenses and materials for the month concerned.
 - b. 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.
 - c. Expenses. Customer shall reimburse Revvity Signals for all travel expenses incurred during the performance of the Professional Services.
9. 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 Revvity Signals, 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.
10. Independent Contractors. Revvity Signals and Customer are independent contractors. Neither party has the authority to bind 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. Revvity Signals will be solely responsible for: (i) paying all wages and other compensation to Revvity Signals employees and personnel; (ii) withholding and payment of required taxes; (iii) providing all insurance and other employment related benefits to Revvity Signals' employees; and (iv) making any overtime payments to Revvity Signals' employees if required by law or regulations.

11. Subcontractors. Revvity Signals may subcontract any of its obligations hereunder to the entities identified at [Revvity Signals' Subprocessor Information](#). If Revvity Signals subcontracts any or all of its rights and obligations hereunder to a third party, Revvity Signals 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 Revvity Signals performed such act or omission.
12. 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 Revvity Signals 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 Revvity Signals in writing. For the purposes of this Section 12, "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.




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