

Core Services Agreement

This Services Agreement (“Agreement”) is made as of _____, (“Effective Date”) between _____, having a principal place of business at with offices located at _____ (“Company”), and the University of Massachusetts (“UMass”), a public institution of higher education of the Commonwealth of Massachusetts, represented by its Medical School, having an address of UMass Medical School, 55 Lake Avenue North, Worcester, MA, 01655.

WHEREAS, University of Massachusetts Medical School, as a not-for-profit, public entity of the Commonwealth of Massachusetts, is able to provide the services desired by Company only as provided by and contracted through its identified “Core” Laboratory Facilities.

IN CONSIDERATION OF THE PREMISES AND TERMS CONTAINED IN THIS AGREEMENT, COMPANY AND UMASS AGREE AS FOLLOWS:

1. Submission Forms. This Agreement provides the terms under which UMass agrees to provide certain services to Company (“Services”). The tests or analyses to be conducted (“Project”) shall be described in a Sample Submission Form (“Submission Form”). The initial Services to be provided by UMass are described in the Submission Form attached hereto as Appendix A.

The parties may contract for further Services from time to time by completing additional Submission Forms. All Submission Forms are subject to acceptance by UMass and must be signed by authorized representatives of both parties. This Agreement shall remain in effect until the first anniversary of the Effective Date.

2. Project Management. The Project shall be directed by the Study Director identified in the Submission Form. The Study Director will consult, as needed, with the Technical Representative of Company identified in the Submission Form.

3. Delivery of Materials. Company shall deliver to UMass sufficient amounts of the materials listed in the applicable Submission Form (“Materials”) to perform the Project, as well as any information that are necessary to apprise UMass of the stability of the Materials, proper storage and safe handling requirements, including a Material Safety Data Sheet (MSDS) or equivalent documentation. Company shall deliver Materials in compliance with applicable laws and regulations.

4. Reports; Ownership. Upon completion of a Project, UMass will furnish a report containing the test results and image analyses from the Project (“Report”) on the Submission form. UMass acknowledges that the Materials and the Report (as well as any supporting documentation, including original data, tissues, slides, photographs, etc.) are the property of Company provided, however, that UMass shall retain ownership of all intellectual property rights associated with any concepts, methodologies, techniques, processes, inventions, or protocols created prior to the performance of the Services, or are created during the performance of the Services related to UMass’ interventional services and that do not relate to the Materials. Upon expiration of the Submission Form or earlier at the request of Company, UMass shall return or dispose of any

unused Materials. UMass shall have a non-exclusive, non-transferable, non-assignable, royalty-free license to use the Report and any such information, data or results owned by Company exclusively for the purpose of preparing a scientific or academic publication or presentation of the data in accordance with this Agreement (subject to Company's review), or for its own internal use in educational or non-commercial purposes. Upon expiration of the Submission Form or earlier at the request of Company, UMass shall return or dispose of any unused Materials.

5. Payments. Company agrees to pay the service fees set forth in the Submission Form in accordance with the payment schedule set forth in the Submission Form. Except as otherwise stated in the Submission Form, all payments shall be due no later than thirty (30) days from the date of invoice. All prices are exclusive of taxes. Late payments shall bear interest, to the extent permitted by law, at the rate of 1.5% per month, with interest calculated based on the number of days that payments is delinquent. Payments shall be made to "The University of Massachusetts" and shall be sent to: UMass Medical School, Office of the Bursar, 55 Lake Avenue North, Worcester, MA 01655.

6. Confidentiality. The parties anticipate that they will exchange proprietary and confidential information during the term of this Agreement, which the parties will identify, in writing, as confidential or proprietary. Each party will use its reasonable efforts to maintain that information in confidence and will employ appropriate procedures to prevent its unauthorized disclosure. Neither party may use the other party's proprietary or confidential information for any purpose other than in performance of this Agreement. The obligations of confidentiality set forth in this Section 6 survive termination or expiration of this Agreement, including any Submission Form, for a period of 5 years.

The confidentiality provisions of this Section 6 do not apply to any information, which: (a) is known to the receiving party at the time it was obtained from the disclosing party; (b) is acquired by receiving party from a third party that did not obtain the information directly or indirectly from the disclosing party under obligation not to disclose; (c) is or becomes published or otherwise in the public domain other than by violation of this Agreement by the receiving party; (d) is independently developed by the receiving party without reference to or reliance upon the information provided by the disclosing party; or (e) is required to be disclosed by the receiving party to comply with applicable laws or governmental regulations; provided that the receiving party provides prior written notice to the disclosing party to allow the disclosing party to take appropriate actions to avoid or minimize the extent of the disclosure.

7. Representations and Warranty. UMass shall perform all Services in a professional and workmanlike manner. UMass is not responsible for lost or contaminated materials. THE FOREGOING REPRESENTATION IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF A PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT.

8. Limitation of Liability. IN NO EVENT SHALL UMASS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, COST OF COVER, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE SERVICES OR THIS AGREEMENT, EVEN IF UMASS HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL ITS LIABILITY ARISING OUT OF THIS AGREEMENT OR RELATING TO THE SERVICES EXCEED THE AMOUNTS ACTUALLY PAID UNDER THE APPLICABLE SUBMISSION FORM. If UMass commits a breach of the warranty set forth in Section 7, its sole responsibility, and Company's sole remedy shall be for UMass to rerun the affected portion of the Project.

9. Indemnification. Company shall indemnify, defend and hold harmless UMass and its trustees, officers, faculty, students, employees, and agents and their respective successors, heirs and assigns (the "Indemnitees") against any liability, damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon any of the Indemnitees in connection with any claims, suits, actions, demands or judgements ("Claims") arising out of any theory of liability (including without limitation actions in the form of tort, warranty, or strict liability and regardless of whether the action has any factual basis) relating to the manufacture, distribution, use, sales or other disposition by Company or its distributors or customers of any Materials or Reports which are produced, purified, tested or vialled by UMass, or any Claim by a third party for infringement or misappropriation of its patents or other intellectual property rights based upon or arising out of UMass' use of the Materials.

10. Use of Names. Company agrees that it will not use the name or logo of UMass or of any employee of UMass in any advertising, promotional material, or publicity without the prior written approval of UMass.

11. Termination. If either party defaults in the performance of any of its material obligations under this Agreement, the non-defaulting party may give written notice of the default to the defaulting party. Unless the default is corrected within thirty (30) days after the notice, the notifying party may terminate this Agreement immediately upon written notice.

12. Survival. The obligations of the parties under Sections 6, 7, 8, 9 and 10 survive the termination of this Agreement.

13. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard for choice of law rules. The parties agree to exclusive jurisdiction and venue in the Superior Court of Suffolk County, Commonwealth of Massachusetts. Nothing within this Agreement shall operate or be interpreted to waive, limit, remove, or otherwise alter the sovereign immunity and affordances granted to UMass as a sovereign entity of the Commonwealth of Massachusetts.

14. Entire Agreement. This Agreement, together with any Submission Forms, constitutes the entire agreement between parties with respect to the Services and can be modified only by a written instrument signed by both parties which references this Agreement. Without

limiting the foregoing, this Agreement shall not be amended or superseded by terms or conditions on any purchase order or other business form used by Company. In the event of a conflict between the terms of this Agreement and any Submission Form, the terms of this Agreement control.

UMass and Company have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

COMPANY

UNIVERSITY OF MASSACHUSETTS

BY: _____

BY: _____

NAME:

NAME: Partha Chakrabarti

TITLE:

TITLE: Executive Vice Chancellor, Innovation and
Business Development

**APPENDIX A
SAMPLE SUBMISSION FORM**

This Sample Submission Form is governed by the terms of the Services Agreement, dated _____, 2021, between Company and UMass.

Company Name:

Project Name:

Project Number:

Technical Representative:

Contact Information:

Study Director:

Contact Information:

Purpose:

Deliverables:

Prices and Payment Terms

Project Costs and Prices:

-
-

Payment Schedule:

___% shall be invoiced upon execution of this Submission Form

___ % shall be invoiced upon delivery of Report containing image analysis

Payments shall be made to:

“The University of Massachusetts” and shall be sent to: UMass Medical School,
Office of the Bursar, 55 Lake Avenue North, Worcester, MA 01655.

UMass and Company have caused this Submission Form to be executed by their duly authorized representatives as of _____, 2021.

COMPANY

UNIVERSITY OF MASSACHUSETTS

BY: _____

BY: _____

NAME

NAME: Partha Chakrabarti

TITLE:

TITLE: Executive Vice Chancellor, Innovation and
Business Development