DATA PROCESSING AGREEMENT

This Data Processing Agreement (the "**DPA**") forms part of the Enterprise Software-as-a-Service Terms of Use or any other agreement about the delivery of Software-as-a-Service (the "**Agreement**") between Agilent Technologies Spain, S.L. ("**Agilent**") and the customer named in such Agreement ("**Customer**") (Agilent and Customer, each, a "**party**" and, collectively, the "**parties**").

Background:

(a)   Customer wishes to appoint Agilent to Process Customer's Personal Data, as further described in Appendix 1.

(b)   The parties seek to ensure that Agilent Processes Customer's Personal Data per Customer's instructions and in compliance with Applicable Data Protection Laws.

1.   Definitions

All terms initiated by capital letters will have the same meanings as the definitions attributed by the Agreement. Additionally, the definitions below, when used in capital letters, will have the following meanings:

"**2010 Clauses**" means the standard data protection clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR and approved by the European Commission decision 2010/87/EC, dated 5 February 2010;

"**Affiliate**" means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party. For purposes of this DPA, "control" means an economic or voting interest of at least fifty percent (50%) or, in the absence of such economic or voting interest, the power to direct or cause the direction of the management and set the policies of such entity.

"**Applicable Data Protection Laws**" means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument, in each case having the effect of law, applicable to Agilent in its receipt of, or in its performance of, services under the DPA (in each case as amended, consolidated, re-enacted or replaced from time to time);

"**CCPA**" means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 and as further amended from time to time;

"**Controller-Processor Clauses**" means Module 2 of the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Commission Decision of 4 June 2021 (C/2021/3972);

"**Data Subject**" means the living individuals who are the subject of the Personal Data;

"**GDPR**" means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

"**Personal Data**" means any information to which Applicable Data Protection Laws apply, which are related to any identified or identifiable Data Subject, in particular by a direct or indirect reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"**Process, Processed or Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

"Processor-Processor Clauses" means Module 3 of the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Commission Decision of 4 June 2021 (C/2021/3972);

"Regulator" means any data protection supervisory authority which has jurisdiction over the Processing of Personal Data under the DPA;

"**Third Countries**" means all countries outside of the scope of the data protection laws of the European Economic Area (EEA), excluding countries approved as having adequate protection by the European Commission; and

2. Conditions of Processing

2.1 This DPA, which forms part of the Agreement, governs the terms under which Agilent is required to Process Personal Data on behalf of Customer.

3. Agilent's Obligations

3.1 Agilent shall only Process Personal Data on behalf of Customer and in accordance with (a) the terms of this DPA, including Appendix 1, (b) Agilent's Customer Privacy Statement located at https://www.agilent.com/home/privacy-policy, and (c) the documented instructions received from Customer from time to time. Notwithstanding the foregoing, if Agilent is required to otherwise Process the Personal Data beyond the terms stated in (a)-(c) pursuant to applicable law, Agilent agrees to inform Customer of such applicable law before Processing the Personal Data, unless otherwise prohibited by that applicable law.

3.2 Agilent shall implement the technical and organisational security measures specified in Appendix 2 of this DPA before Processing Customer's Personal Data and shall continue to comply with them during the term of this DPA.

3.3 Agilent shall promptly notify Customer about a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer's Personal Data. In such case, Agilent shall take commercially reasonable steps to mitigate the harmful effects known to Agilent of a use or disclosure of the Personal Data in violation of this DPA.

3.4 Agilent shall provide reasonable assistance in response to inquiries from Customer or its Regulator relating to Agilent's Processing of Customer's Personal Data.

3.5 Agilent shall, upon written request from Customer, make available to Customer all information necessary to demonstrate compliance with the obligations laid down in this DPA.

3.6 Where:

3.6.1 a Data Subject exercises his or her rights under the Applicable Data Protection Laws in respect of Personal Data Processed by Agilent on behalf of Customer;

3.6.2 Customer is required to deal or comply with any assessment, enquiry, notice or investigation by the Regulator; or

3.6.3 Customer is required under the Applicable Data Protection Laws to carry out a mandatory data protection impact assessment or consult with the Regulator prior to Processing Personal Data entrusted to Agilent under this DPA;

then Agilent will provide reasonable assistance to Customer to enable Customer to comply with obligations which arise as a result thereof, provided that Customer shall bear the reasonable costs of such assistance.

3.7 To the extent required under Applicable Data Protection Laws, Agilent shall carry out a request from Customer to amend, transfer or delete any of the Personal Data to the extent necessary to allow Customer to comply with its responsibilities pursuant to Applicable Data Protection Laws.

3.8   The Customer acknowledges and agrees that the Agilent may, or may appoint an affiliate or third party subcontractor to, Process the Customer's Personal Data outside of the Personal Data's country of origin, provided that it ensures that such Processing takes place in accordance with the requirements of the Applicable Data Protection Laws.

3.9   When Agilent Processes Personal Data from the European Economic Area or Switzerland:

   3.9.1   Customer (as "data exporter") and Agilent (as "data importer") hereby enter into the Controller-Processor Clauses, which are incorporated by this reference and constitute an integral part of this DPA. The Parties are deemed to have accepted and executed the Controller-Processor Clauses in their entirety, including the appendices. To the extent the Controller-Processor Clauses conflict with the remaining terms of this DPA, the Controller-Processor Clauses shall govern. For the purposes of completing the Controller-Processor Clauses, the parties agree to the following:

      (a)   Annexes 1 through 2 of the Controller-Processor Clauses shall be deemed completed with Appendices 1 through 2 attached to this DPA.

      (b)   For the purpose of Clause 9(a) of the Controller-Processor Clauses, the data importer has the data exporter's general authorisation for the engagement of subprocessor(s) from the list of subprocessors in Appendix 3. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 30 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

      (c)   For the purposes of Clauses 17 and 18 of the Controller-Processor Clauses, governing law and venue shall be the applicable law to and governing forum of the data exporter.

   3.9.2   Agilent shall enter into the Processor-Processor Clauses with its subcontractors prior to transferring Personal Data from the European Union or Switzerland to such subcontractors.

3.10   When Agilent Processes Personal Data from the United Kingdom:

   3.10.1   Customer (as "data exporter") and Agilent (as "data importer") hereby enter into the 2010 Clauses, which are incorporated by this reference and constitute an integral part of this DPA. The Parties are deemed to have accepted and executed the 2010 Clauses in their entirety, including the appendices. To the extent the 2010 Clauses conflict with the remaining terms of this DPA, the 2010 Clauses shall govern. For the purposes of completing the 2010 Clauses, the parties agree to the following:

      (a)   Annexes 1 through 2 of the 2010 Clauses shall be deemed completed with Appendices 1 through 2 attached to this DPA.

      (c)   For the purposes of Clause 9 of the 2010 Clauses, governing law shall be the applicable law of England and Wales.

   3.10.2   Agilent shall enter into the 2010 Clauses with its subcontractors prior to transferring Personal Data from the United Kingdom to such subcontractors.

3.11   To the extent the CCPA applies to the parties, (a) Agilent is a "service provider" (as defined under the CCPA) to Customer; and (b) Agilent shall not "sell" (as defined under the CCPA) the Personal Data of Californian residents received from Customer or obtained in connection with the provision of the services described in Appendix 1.

4.   Customer's Obligations

4.1   Customer represents and warrants that: (a) law applicable to Customer does not prevent Agilent from fulfilling the instructions received from Customer and performing its obligations under this DPA, (b) Customer has complied and continues to comply with the Applicable Data Protection Laws, and (c)

3

Customer has obtained any necessary consents from Data Subjects, given any necessary notices to Data Subjects, and otherwise has a legitimate ground to disclose the data to Agilent and enable the Processing of the Personal Data by Agilent as set out in this DPA.

4.2   Customer shall indemnify, defend, and hold harmless Agilent from and against all claims, liabilities, costs, expenses, losses, and damages (including consequential losses, loss of profit, loss of reputation, and all interest, penalties, and legal and other professional costs and expenses) incurred by Agilent arising directly or indirectly from a breach of Clause 4.1.

5.   Changes in Applicable Data Protection Laws

5.1   The parties agree to negotiate in good faith modifications to this DPA if changes are required for the Agilent to continue to process the Customer's Personal Data in compliance with the Applicable Data Protection Laws.

6.   Subcontracting

6.1   Customer hereby consents to the use of the subcontractor(s) set out in Appendix 3 for the purposes further described in Appendix 3. If Agilent appoints a new or replacement subcontractor, Agilent shall provide Customer with prior written notice of such new subcontractor. Customer may object to the appointment or replacement within thirty (30) days of receipt of Agilent's written notice. If Customer does not object within such time, Agilent may proceed with the appointment or replacement.

6.2   Agilent shall have written agreements in place with all subcontractors containing obligations on the subcontractor which are no less onerous on the relevant subcontractor than the obligations on Agilent under this DPA.

7.   Termination

7.1   This DPA shall terminate upon the termination of the Agreement.

7.2   Upon termination of this DPA, Agilent shall:

7.2.1   at the choice of the Customer, delete or return all the Customer's Personal Data to the Customer after the end of the provision of services relating to the Processing, and delete existing copies of the Personal Data unless any Applicable Data Protection Laws require storage of such Personal Data; and

7.2.2   cease Processing Personal Data on behalf of the Customer.

8   LIMITATION OF LIABILITY

8.1   Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the "Limitation of Liability" section of the Agreement and the applicable liability cap for the relevant party set forth in the Agreement. Any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and this DPA.

8.2   For the avoidance of doubt, Agilent and its Affiliates' total liability for all claims from Customer and all of Customer's Affiliates arising out of or related to the Agreement and this DPA shall apply in the aggregate for all claims under both the Agreement and this DPA, including by Customer and all of

Customer's Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any of Customer's Affiliate that is a contractual party to this DPA.

9   Miscellaneous

9.1   This DPA shall be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by Applicable Data Protection Laws.

9.2   Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.

9.3   The provisions of this Addendum are severable. If any phrase, clause or provision or Appendix (including the Controller-Processor Clauses and 2010 Clauses) is invalid or unenforceable in whole or in part, such invalidity or unenforceability shall affect only such phrase, clause or provision, and the rest of this DPA shall remain in full force and effect.

APPENDIX 1

A. LIST OF PARTIES

Data exporter(s): *Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*

<u>Name</u>: As stated in the Agreement
<u>Address</u>: As stated in the Offer
<u>Contact person's name, position and contact details</u>: As stated in the Offer
<u>Activities relevant to the data transferred under these Clauses</u>: Provision of Personal Data pursuant to the terms of the Agreement
<u>Role</u>: Controller

Data importer(s): *Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*

<u>Name</u>: Agilent Technologies, S.L.. and its affiliates
<u>Address</u>: Parque Empresarial Alvia , Calle Jose Echegaray, 8 - Edificio 3 - Planta 1 , 28232, Las Rozas Madrid , Spain
<u>Contact person's name, position, and contact details</u>: Data Protection Officer, data-protection.officer@agilent.com
<u>Activities relevant to the data transferred under these Clauses</u>: Agilent is a global leader in life sciences, diagnostics, and applied chemical markets, providing application focused solutions that include Software-as-a-Service for laboratory workflows.
<u>Role</u>: Processor

B. DESCRIPTION OF TRANSFER

<u>**For iLab:**</u>

Categories of data subjects whose personal data is transferred:
End users with access to the iLab Operations Software.

Categories of personal data transferred:
Name and email address. End users may also opt to provide their work contact information.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:
N/A

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):
During the term of the Agreement.

Nature of the processing:
Establishing user accounts to iLab Operations Software; creating and maintaining site pages where users can provide specific work contact information.

Purpose(s) of the data transfer and further processing:
The provision of iLab Operations Software.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:
As specifically requested by the users to delete the personal data.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:
Please see Appendix 3 of the DPA.

For SLIMS:

Categories of data subjects whose personal data is transferred:
Customer's employees, contractors, and their customers. In some applications, customers may store data related to patients. If so, the customer shall notify Agilent in writing prior to providing patient data to Agilent.

Categories of personal data transferred:
Name, title, contact information, and username. In some applications, customers may store patient data. If so, the customer shall notify Agilent in writing prior to providing patient data to Agilent.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:
In some applications, customer may store patient data. In such cases, the security measures listed in Appendix 2 of the DPA shall apply.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):
During the term of the Agreement.

Nature of the processing:
Provision of on-premises laboratory information management system software called SLIMS. Customer is hosting and maintaining all data on-premises using the Provider software. The Provider's Services do not involve hosting, maintaining or otherwise processing personal data on behalf of Customer. The only processing of data may include when Agilent accesses Customer's environment for the purposes of troubleshooting.

Purpose(s) of the data transfer and further processing:
The provision of SLIMS software.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:
For the term of the Agreement.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:
Please see Appendix 3 of the DPA.

For Asset Monitoring:

Categories of data subjects whose personal data is transferred:
End users of the Asset Monitoring software.

Categories of personal data transferred:
First and last name, email address, phone number, company, location (country), and login information.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:
N/A

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):
During the term of the Agreement.

Nature of the processing:
Establishing user accounts to iLab Operations Software; authenticating users upon login

Purpose(s) of the data transfer and further processing:
The provision of Asset Management software.

7

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:
As specifically requested by the users to delete the personal data.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:
Please see Appendix 3 of the DPA.

C. COMPETENT SUPERVISORY AUTHORITY
The data supervisory authority of the EU Member State in which the data exporter is established

APPENDIX 2

TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES

The technical and organisational measures implemented by the Agilent (and where relevant, the Data Importer (Agilent) are described in the following attachments:

For iLab:

https://my.ilabsolutions.com/security_management.html

For SLIMS:

https://www.agilent.com/cs/library/quickreference/public/Agilent%20SLIMS%20Technical%20Security%20Policy.pdf

For Asset Monitoring:

https://www.agilent.com/cs/library/technicaloverviews/public/te-led-asset-monitoring-technical-security-measures-5994-4377en-agilent.pdf

For transfers to subprocessors, also describe the specific technical and organisational measures to be taken by the subprocessor to be able to provide assistance to the controller and, for transfers from a processor to a subprocessor, to the data exporter.

Agilent shall require its subprocessors to materially comply with the technical and organizational measures attached hereto with respect to any subprocessors Processing EU Personal Data pursuant to the Agreement.

APPENDIX 3

Authorised Subcontractors

For iLab:

Subcontractors	Services provided
Amazon	Hosting platform/server

For SLIMS:

Subcontractors	Services provided
Amazon	Hosting platform/server
Zifo	Deployment; 24/7 customer support
Rural Sourcing	Deployment

For Asset Monitoring:

Subcontractors	Services provided
Okta	User authentication
Qlik	For reporting provided to user