

**ExPERT ATx® / ExPERT STx®**  
**ONLINE PURCHASE TERMS AND CONDITIONS**

These online purchase terms and conditions (“**Purchase Terms**”), together with the quotation which references or links to these Purchase Terms (the “**Quotation**,” and together with these Purchase Terms, the “**Agreement**”), form a binding contract between the entity identified in the Quotation (“**Customer**”) and MaxCyte, Inc., a Delaware corporation having its principal place of business at 9713 Key West Avenue, Suite 400, Rockville, Maryland 20850, United States of America (“**MaxCyte**”). Customer and MaxCyte are each referred to herein as a “**Party**” and collectively as the “**Parties**.” All capitalized terms have the meanings set forth in this Agreement.

THIS AGREEMENT TAKES EFFECT WHEN CUSTOMER (I) ISSUES A PURCHASE ORDER IN RESPONSE TO THE QUOTATION OR REFERENCING THE PRODUCTS OR MAXCYTE TECHNOLOGY, EACH AS DEFINED BELOW; (II) ACCEPTS DELIVERY OF ANY PRODUCTS; OR (III) ACCESSES OR USES ANY MAXCYTE TECHNOLOGY (THE “**EFFECTIVE DATE**”). BY TAKING ANY OF THE FOREGOING ACTIONS, CUSTOMER (A) ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT; (B) REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ORGANIZATION, TO BIND THAT ORGANIZATION; AND (C) ACCEPTS THIS AGREEMENT AND AGREES TO BE LEGALLY BOUND BY ITS TERMS.

IF CUSTOMER DOES NOT AGREE TO THIS AGREEMENT, CUSTOMER MAY NOT ORDER, ACCEPT DELIVERY OF, ACCESS, OR USE ANY MAXCYTE TECHNOLOGY OR PRODUCTS.

## **1. Products.**

(a) MaxCyte hereby sells to Customer one or more of the following products, as set forth in the Quotation, in exchange for the fees listed in the Quotation: (i) the **ExPERT ATx®** or **ExPERT STx®** Scalable Transfection instruments (“**Instrument(s)**”), (ii) the related processing assemblies (“**PAs**”) and (iii) the consumables (e.g., buffers, reagents, and other related consumables) (“**Consumables**”)

(collectively the Instrument(s), PAs, Consumables, and Know-How shall be referred to as “**Products**”). Customer’s purchase of Products includes a non-exclusive license to use MaxCyte’s

proprietary know-how with respect to cell handling, processes, workflows, and other technical and scientific information related to the Products (“**Know-How**”).

(b) All Products must be operated in accordance with MaxCyte’s standard specifications for the applicable Product. MaxCyte reserves the right to make substitutions and modifications in the specifications of any Products, provided that such substitutions or modifications do not materially affect the performance of the Products or the purposes for which they can be used. Customer shall inspect the Products delivered by MaxCyte immediately upon delivery to Customer as provided under this Agreement and shall be deemed accepted if not rejected by Customer in writing within ten (10) days of receipt.

## **2. Permitted Uses.**

(a) **Preclinical Research Use Only.** Upon full payment of the full amounts listed on the Quotation, pursuant to Section 6, MaxCyte hereby grants to Customer, subject to the terms and conditions of this Agreement, a non-exclusive, worldwide, fully paid-up, royalty-free, non-transferable license, without any rights to sublicense, to use the Products, Support Program and other Know-How supplied by MaxCyte, Software, and other services and products supplied to Customer by MaxCyte hereunder (“**MaxCyte Technology**”) solely at facilities owned and controlled by Customer, or other third party facilities that are communicated to MaxCyte in writing (by email will suffice) (“**Customer Facility**”), solely for Customer’s non-GMP, pre-clinical research purposes during the Term (“**Research Use**”). Any use of MaxCyte Technology other than for Research Use will constitute a material breach of this Agreement.

(b) **Additional Permission Required.** In the event Customer wishes to use the Products for Clinical Use or Commercial Use (each as defined below), prior to the initiation of such Clinical Use or Commercial Use, Customer must enter into a separate license agreement with MaxCyte (with different financial considerations). Clinical Use or Commercial Use under such separate license agreement with MaxCyte will not result in additional charges, fees, or license fees for the Products purchased under this Agreement.

## **3. Restrictions.** Customer shall not:

(a) use the Products for Clinical Use or Commercial Use as defined herein: (i) “**Clinical Use**” shall mean treatment of patients with any cell or protein

for human or veterinary therapeutic or diagnostic use in a study approved by the U.S. Food and Drug Administration or equivalent non-U.S. Regulatory Authority and shall be deemed to begin upon the first to occur of a (1) request by Customer to reference the U.S. FDA master file or its successor master file, or its equivalent in any non-U.S. jurisdiction, or (2) filing of an Investigational New Drug (IND) Application (or equivalent); and (ii) “**Commercial Use**” shall mean any and all activities directed to marketing, promoting, distributing, commercial manufacturing, importing, offering for sale, and sale of any product for any purpose pursuant to a Biologics License Application or other similar foreign equivalent;

(b) use the MaxCyte Technology for cell line development intended for Clinical Use;

(c) use the MaxCyte Technology except pursuant to the Software License (as defined below) and Research Use;

(d) use the MaxCyte Technology except in accordance with applicable cell culture, handling, and processing related procedures and protocols and operating instructions provided by MaxCyte;

(e) use the MaxCyte Technology except through properly trained employees, agents, or representatives of Customer having a need to access the MaxCyte Technology consistent with this Agreement, and who are bound by written obligations of confidentiality and use restrictions at least as protective as those set forth in this Agreement;

(f) attempt to reverse engineer, open, disassemble, analyze, change, alter or modify the MaxCyte Technology or any component thereof;

(g) use each component of the MaxCyte Technology except in compliance with this Agreement, any written instructions provided by MaxCyte, the protocols, and applicable laws;

(h) use any PAs and/or Consumables more than once (as PAs and Consumables are designed for single use only, and MaxCyte cannot guarantee performance or results from multiple use of any PAs or Consumables);

(i) attempt to tamper with or open any Instrument or PAs and any attempt to do so shall entitle MaxCyte to the presumption of bad faith against Customer and any additional damages that would be awarded therewith, and Customer agrees that it will surrender any Instrument and PAs in its possession upon determination that an attempt to tamper with or open any Instrument or PA has occurred;

(j) access any specific instrument settings, or design and characteristics of electroporation buffer or PAs, including voltage, pulse width, number of pulses, flow rate or amount of fill volume in PAs; and

(k) relocate the Instrument to any location other than the Customer Facility without notifying MaxCyte.

#### **4. Software License.**

(a) **Software License Grant.** Upon full payment of the price(s) set forth on the Quotation, pursuant to Section 6, MaxCyte hereby grants to Customer, subject to the terms and conditions of the Agreement, a royalty-free, non-exclusive, non-transferable license, without any rights to sublicense, to use the Software (as defined below) solely with the MaxCyte Technology for the permitted uses set forth in Section 2, in object code form (the “**Software License**”). (i) With respect to any Software incorporated in or forming any part of the Products hereunder (i.e., firmware), MaxCyte and Customer intend and agree that under the terms of the Software License, such Software is being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Customer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, MaxCyte or its licensors, as the case may be, retains all rights and interest in Software provided to Customer hereunder. Customer shall preserve all copyright and other proprietary rights notices in the Software incorporated in or forming any part of the Products hereunder, except as expressly permitted in writing by MaxCyte. MaxCyte hereby grants to Customer a royalty-free, non-exclusive, non-transferable license, without power to sublicense, to use Software licensed hereunder only on the Product in which it was initially installed and solely for Customer's own Permitted Use and to use the related documentation solely for Customer's own internal business purposes. This license terminates when Customer's lawful possession of the Products provided hereunder ceases, unless earlier terminated as provided herein. Customer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the Software and related documentation provided hereunder. Customer shall not disassemble, decompile or reverse engineer, copy, reproduce, modify, make derivative works of, translate, adapt, enhance or otherwise change or supplement any part of the Software provided hereunder without MaxCyte's prior written consent. Customer shall not rent, lease, distribute, host, publish, or disclose the Software incorporated in or forming any part of the Products hereunder or make such Software available to any third party other than as expressly permitted by this Agreement. MaxCyte will be entitled to terminate this license if Customer

fails to comply with any term or condition herein. Customer agrees, upon termination of this license, to immediately stop using all Software and related documentation provided hereunder and all copies and portions thereof. Certain of the Software provided by MaxCyte may be owned by one or more third parties and licensed to MaxCyte or may be stand-alone Software products, which Customer hereby agrees are subject to a separate browse-wrap, shrink-wrap or click-thru end user license agreement (EULA). Accordingly, the warranty and indemnification provisions herein do not apply to such Software, which are exclusively provided in the applicable EULA.

(b) **Software Protocols.** MaxCyte shall provide to Customer the applicable software protocols ("**Software Protocols**") to enable loading of the applicable target molecules and cells. Customer may request Software Protocols for additional target molecules and cells, which shall be supplied at no additional cost, by notifying MaxCyte via email to orders@maxcyte.com referencing the additional target molecules and cells.

(c) **Restrictions.** Customer may not copy the Software. The Software License terminates when Customer's lawful possession of an Instrument or hardware product provided hereunder ceases, unless earlier terminated as provided herein. Customer agrees not to modify, sell, transfer, license, loan or otherwise make available to third parties the Software and related documentation. Customer may not modify, enhance or otherwise change or supplement the Software, or the operations controlled by the Software, without MaxCyte's written consent. The source code for the Software will not be disclosed to Customer, and Customer may not disassemble, decompile or reverse engineer the Software. Customer agrees to hold in confidence the Software and related documentation supplied hereunder and not to disclose or make available in any form the same, except to MaxCyte and Customer employees and agents as required. MaxCyte may terminate the Software License if Customer fails to comply with any material term or condition herein including, without limitation, the terms and conditions contained in this Section. Customer agrees, upon termination of the Software License, immediately to return to MaxCyte all Software and related documentation provided hereunder and all copies and portions thereof. MaxCyte expressly disclaims any and all warranty and indemnification obligations resulting from any defect or alleged defect in any Software, except for the limited obligation provided for in Section 11, below. Customer shall not use the Software in connection with the MaxCyte Technology for any use other than under the Software License and Research

Use. Customer shall not modify, enhance or otherwise change or supplement the Software, or the operations controlled by the Software. Customer will not attempt to derive or gain access to the source code of the Software, or bypass or breach any security device or protection used or contained in the Software. Customer will not copy, replicate, disassemble, decompile or reverse engineer the Software.

(d) **Ownership.** For purposes of Section 117 of the Copyright Act of 1976, as amended, and for all other purposes, MaxCyte is the owner of the Software and related documentation and any copies thereof, and of all copyright, trade secret, patent, trademark and other Intellectual Property rights therein. With respect to the software products, or software components of Instruments, provided by MaxCyte, including all source code, object code and documentation thereto ("**Software**"), MaxCyte and Customer intend and agree that such Software is being licensed and not sold, and that the words "purchase," "sold," or similar words are understood and agreed to mean "license" and that the word "Customer" or similar words is understood and agreed to mean "Licensee". MaxCyte retains ownership of and title to all Software provided hereunder, notwithstanding anything to the contrary stated herein. All rights not expressly granted hereunder are reserved to MaxCyte and there are no implied licenses granted herein.

## 5. Support Program; SSC Program.

(a) MaxCyte's Support Program applies for an initial period of twelve (12) months following the purchase date of each Instrument and for any subsequent twelve (12) month period for which the extended Support Program fee has been timely paid ("**Support Program Term**"). If a Support Program lapses due to non-payment, reinstatement will be subject to an additional reinstatement fee plus additional costs for any individual repairs. MaxCyte's Support Program consists of the following services, including parts and labor, during the Support Program Term ("**Support Program**"):

(i) **Initial Installation.** MaxCyte will send a field service representative ("**Representative**") to initially install and test the Instrument at the Customer Facility to ensure that the Instrument meets Instrument specifications. The Representative shall provide training for Customer personnel during the installation visit. Customer must provide an appropriate installation site and mutually agree with MaxCyte regarding scheduling of installation, setup, and training.

(ii) Any standalone purchase or renewal of an SSC Program after the applicable

support period described in the Quotation will be governed by the applicable SSC Program Online Purchase Terms and Conditions referenced in the Quotation for such SSC Program purchase or renewal.

(b) MaxCyte shall not be obligated to provide any Support Program in the event Customer is in material breach of the Research Use or the Agreement, in addition to any other relief available under the law or in equity. Nothing herein shall be construed to limit the remedies available to MaxCyte in the event of a breach of this Agreement or any action arising from this Agreement or Customer's use of the Instrument. MaxCyte reserves the right to discontinue support for obsolete Products.

## 6. Financial Terms; Shipment; Delivery.

(a) **Pricing.** All prices, applicable currency, and payment terms are as stated in the Quotation. Prices are exclusive of taxes and duties, which are Customer's responsibility unless otherwise expressly stated in the Quotation. All other pricing is subject to change at any time without notice.

(b) **Taxes.** All prices are exclusive of all excise, sales, use, transfer, VAT and other taxes and duties imposed with respect to the products or their sale or license, by any federal, state, municipal or other governmental authority, all of which must be paid by Customer. Customer is responsible for providing MaxCyte with any documents required to exempt any sale from sales, use or similar tax liability.

(c) **Terms of Payment.** Customer will reimburse MaxCyte for all duties, withholding, and other taxes, transit insurance, freight costs, and transportation, lodging, and meal expenses for personnel incurred by MaxCyte in performance of services or delivery of materials set forth herein, with the exception of the initial installation and the performance of the Support Program during the Support Program Term. To the extent permitted by applicable law, overdue payments will be subject to finance charges computed at a periodic rate of 1.5% per month (18% per year). Customer shall pay all costs, including, without limitation, reasonable attorney and accounting fees and other expenses of collection, resulting from any default by Customer in any of the terms hereof.

(d) **Packaging and Shipment.** Unless otherwise agreed between the Parties, all packaging and methods and routes of shipment will be selected by MaxCyte. All shipping dates are approximate only.

(e) **Delivery.** The applicable Incoterms shall be as stated in the Quotation. MaxCyte will use reasonable efforts to meet requested delivery dates. MaxCyte will provide insurance coverage for the Product during delivery. MaxCyte will not be liable for

any loss or damage in excess of its insurance coverage. Customer shall return shipping containers to MaxCyte upon request and MaxCyte shall pay the costs of such return shipment of containers.

(f) **Cancellations.** Orders may not be cancelled after shipment.

## 7. Intellectual Property Rights.

(a) **Restrictions.** Customer agrees that any violation of Sections 3(b), (c), (d), (f), (g), (i), and (j) shall be presumed to be not only a breach of this Agreement but shall be evidence of theft of trade secrets and other intellectual property rights of MaxCyte and shall be sufficient grounds for equitable relief by MaxCyte to prevent the use of any MaxCyte Technology in perpetuity as well as attorneys' fees and other relief as allowed by law.

(b) **Prior Intellectual Property.** All Intellectual Property owned by each Party, respectively, as of the Effective Date ("**Prior Intellectual Property**") remains such Party's Intellectual Property. For purposes of this Agreement, "**Intellectual Property**" means works of authorship, data, databases, software, ideas, concepts, discoveries, inventions, developments, know-how, trade secrets, techniques, methodologies, modifications, innovations, improvements, writings, documentation, electronic code, data and rights (whether or not protectable under state, federal or foreign patent, trademark, copyright or similar laws) or the like, whether written or otherwise fixed in any form or medium, regardless of the media on which contained and whether or not patentable or copyrightable and whether or not registered or unregistered. No right or license is granted to the Customer under any Intellectual Property except the Permitted Uses defined in Section 2.

(c) **Improvements.** MaxCyte is the sole and exclusive owner to any improvement to, or modification of, the MaxCyte Technology, irrespective of inventorship. Customer hereby assigns and transfers to MaxCyte all of its right, title, and interest in and to such improvements and agrees to take all further acts reasonably required to evidence such assignment and transfer to MaxCyte, at MaxCyte's reasonable expense. Customer shall have a perpetual, non-exclusive license to use any such improvement provided and only so long as Customer is not in breach of this Agreement. Any improvement, modification, or process related to Customer Prior Intellectual Property developed during Customer's use of the MaxCyte Technology shall be exclusively owned by Customer, irrespective of inventorship.

(d) **No Implied License.** Except as explicitly set forth in this Agreement, neither Party shall be deemed by estoppel or implication to have granted the other Party any license or other right to any

Intellectual Property of such Party. MaxCyte retains all rights in and to the MaxCyte Technology not expressly granted to Customer hereunder.

## 8. Confidentiality.

(a) **Confidential Information.** All information, Know-How, programming, Software, trade secrets, plan drawings, specifications, designs and patterns furnished or created by MaxCyte or by its agents or contractors (other than Customer) and any and all property rights embodied therein ("**Confidential Information**") are and shall remain the sole property of MaxCyte and neither Customer nor any other party shall have or acquire any interest therein. Customer agrees to preserve and protect the Confidential Information and will not use or disclose Confidential Information except as expressly authorized herein.

(b) **Exceptions.** Notwithstanding Section 8(a), Confidential Information excludes any information that Customer can demonstrate by competent written evidence: (i) was already known to Customer, other than from a third party that is under an obligation of confidentiality to MaxCyte, at the time of disclosure by MaxCyte, or prior to its creation or discovery hereunder; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to Customer; (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of Customer; (iv) was lawfully disclosed to Customer, other than under an obligation of confidentiality to a third party, by a third party who had no obligation to MaxCyte not to disclose such information to others; or (v) was independently developed by Customer without using any Confidential Information of MaxCyte.

(c) **Permitted Disclosure.** Notwithstanding the limitations in this Section, Customer may disclose Confidential Information to the extent such disclosure is reasonably necessary in the following instances, but solely for the limited purpose of such necessity: (i) prosecuting or defending litigation; (ii) complying with applicable laws, including disclosures related to the sale of securities, or valid court orders; provided that, to the extent legally permissible, Customer provides MaxCyte with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist MaxCyte in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued; or (iii) disclosure to directors, officers, employees, consultants, or agents, in each case solely who have a need to know such Confidential Information in

connection with this Agreement; provided, however, that such individuals or entities have agreed in writing to be bound by terms of confidentiality and non-use at least equivalent in scope to those set forth in this Section.

(d) **Standard of Care.** Customer agrees to use the same degree of care, but no less than a reasonable degree of care, as Customer would use to protect its own confidential information to prevent the unauthorized use, dissemination, or publication of the Confidential Information.

(e) **Publicity and Press Releases.** Neither Party shall issue any press release or make any other disclosure in connection with, or disclosing the existence of, this Agreement or that names the other Party, without the consent of the other Party, which consent may not be unreasonably withheld; provided, however, that either Party may disclose the fact that Customer is using the MaxCyte Technology pursuant to a purchase of the MaxCyte Technology. Subject to Customer's prior approval, not to be unreasonably withheld, MaxCyte may identify Customer (together with its trademark or logo) as a customer on MaxCyte's website and other marketing materials. If Customer does not grant such approval within five (5) business days after MaxCyte's request, it will be deemed granted; provided that Customer may subsequently withdraw such approval upon written notice.

**9. Customer Responsibilities; Operation of Products.** Customer's rights, and MaxCyte's obligations, including any and all installation and Support Program obligations, are contingent on full compliance by the Customer with the following undertakings. In addition to all other remedies available to MaxCyte, Customer's failure to comply with the following undertakings will void this Agreement and all remaining installation or Support Program obligations of MaxCyte.

(a) Customer shall be responsible for providing and will provide and maintain a proper environment, including utilities and site requirements, for any Instrument.

(b) Customer understands that the Products incorporate the application of high electrical voltage and therefore are inherently dangerous. Customer will comply with all warnings included in the specification for the Product, on the Product itself, or in printed or electronic manuals or other documentation related to the Product, or in any training provided by MaxCyte.

(c) One or more electroporation protocols may be supplied by MaxCyte ("**User Selectable Protocols**") and made available for use by Customer. Customer shall not change, attempt to change, or alter

specific Instrument settings, including settings relating to voltage, pulse width, number of pulses, flow rate or amount of fill volume in any PAs other than by selection between User Selectable Protocols and agrees that any changes or alterations of any parameter of any Instrument or PAs can be made only by MaxCyte.

(d) Customer agrees to have the MaxCyte Technology operated at all times in accordance with any and all written instructions provided and in conformance with any MaxCyte provided training on their use.

(e) Customer agrees to maintain a safe work environment and to comply with all applicable laws, rules and regulations relating to safety in order to ensure the safety of all Representatives and other MaxCyte employees and agents who enter Customer's premises. MaxCyte, its affiliates, personnel, agents and subcontractors shall not be required to enter potentially hazardous areas and MaxCyte reserves the right to determine whether and under what circumstances its personnel, agents or subcontractors shall enter any premises. In no event will MaxCyte be obligated to perform Support Program or services if it is not, in its sole discretion, satisfied with respect to safety.

(f) For safety purposes, in the event that any Instrument being serviced is, or has at any time, been operated in a location that falls into the category of a Biosafety Level 3 or 4 laboratory according to the then-current edition of "Biosafety in Microbiological and Biomedical Laboratories" published by the U.S. Department of Health and Human Services, or that would in MaxCyte's opinion fall into such category, it shall be the responsibility of Customer to remove from such laboratory or other facility the Instrument and decontaminate such Instrument to the satisfaction of MaxCyte, in its sole discretion, before any work is performed on the Instrument. All costs associated with such removal, decontamination, and re-installation shall be borne by Customer. Customer agrees and shall cooperate fully, including but not limited to affirmative disclosures, related to any hazards in such facilities.

(g) Customer warrants that it will not import, export, or re-export any products sold or licensed hereunder in violation of this Agreement or of any applicable laws, rules or regulations of any country, state or jurisdiction.

(h) Customer and all of its affiliates agree not to disparage MaxCyte or the MaxCyte Instrument in any way, including in any manner in which it compares performance of the MaxCyte Instrument to any other Instrument. Customer may not disclose the results of any Product testing, including but not limited to benchmarks, to any third party.

(i) Customer shall take all reasonable measures to protect the MaxCyte Technology from misappropriation, theft, misuse, and unauthorized access.

(j) Customer is responsible for any damage to the MaxCyte Technology caused by Customer, its employees, agents, and representatives.

(k) Customer shall ensure that its employees, agents, and representatives comply with this Agreement.

**10. Exclusivity.** Customer agrees to purchase all of its requirements for PAs for use with the Instrument from MaxCyte, and MaxCyte agrees to supply PAs to Customer to meet Customer's reasonable requirements. Only PAs sold by MaxCyte can be used with the MaxCyte Technology.

#### **11. Warranty; Indemnification; Limitation of Liability.**

(a) During the Support Program Term, MaxCyte warrants solely to the Customer that its Products will perform in accordance with their applicable specifications. MaxCyte agrees to repair at its expense, or replace at its option, in whole or in part, with new or refurbished parts, all Products, and to use reasonable efforts to correct any defects in Software or components of Products, reasonably shown to be not performing substantially in accordance with applicable product specifications, provided that Customer has given MaxCyte written notice of such Support Program claim within the Support Program Term. If MaxCyte is unable, after reasonable efforts, to repair or replace such defective Products or to correct such Software not performing substantially in accordance with applicable product specifications, Customer's sole remedy shall be the refund of an amount not to exceed the actual payments received by MaxCyte for a Product reasonably shown to be defective. All repairs will be done during normal working hours and are subject to the limitations contained herein. MaxCyte may require the Products to be shipped to MaxCyte or elsewhere and returned to Customer, at MaxCyte expense, for Support Program service to be performed. The foregoing is collectively referred to herein as the **"Warranty."**

(b) MaxCyte shall have no Support Program obligation resulting, in whole or in part, from (i) normal wear and tear, (ii) fault or negligence of Customer, or any catastrophe, whether natural or unnatural, (iii) improper or unauthorized use of the Products, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, acts of God, power failure or electric power surges, or (vi) use of the Products in combination with equipment or software not supplied by MaxCyte.

(c) The warranty contained in this Section shall not apply in respect of any Products: (i) supplied by MaxCyte as samples or prototypes for test or evaluation purposes (and in these circumstances MaxCyte's only obligation shall be to endeavor to supply such Products in accordance with any specification, performance criteria, or drawings agreed with the Customer); (ii) where any information, drawing, design, specification or instruction provided by the Customer is inaccurate or incorrect; (iii) where all or part of the Products are supplied to MaxCyte by a third party nominated by the Customer; or (iv) that have been subject to any unauthorized repair or replacement, modification or alteration.

(d) Where the Products are manufactured in accordance with information, drawings, designs, or specifications supplied by the Customer, or where the Products are altered by the Customer or in accordance with the Customer's instructions, then: (i) no warranty is given by MaxCyte as to the suitability or fitness for purpose of such Products; and (ii) the Customer shall indemnify MaxCyte against all liabilities in relation to: (a) such Products infringing any intellectual property right, including but not limited to, patents, registered designs, software and copyright, and (b) any defect in the Products due to faults or omissions in such information, drawings, designs, specifications, alterations or instructions. For all goods made to Customer's specifications, Customer warrants to MaxCyte that there is no Intellectual Property covering them or that Customer has a right to have the goods made under any existing Intellectual Property. Customer assumes all responsibility for, and MaxCyte shall not be liable for, use of any goods either alone or in combination with any other products or in the operation of any process, and for the use of any design, trademark, trade name, or part thereof appearing on the goods at Customer's request.

(e) EXCEPT AS STATED IN SECTION 11(a) ABOVE, THE MAXCYTE TECHNOLOGY IS PROVIDED ON AN "AS IS" BASIS AND MAXCYTE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND LIABILITY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO MAXCYTE TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND/OR COMPLIANCE WITH GOOD MANUFACTURING PRACTICES. CUSTOMER BEARS ALL RISK RESULTING FROM THE USE OF MAXCYTE TECHNOLOGY. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY OF MAXCYTE WITH RESPECT TO INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS, TRADE

SECRETS AND OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY MAXCYTE TECHNOLOGY. MAXCYTE'S MAXIMUM LIABILITY ARISING OUT OF THE SALE OR LEASE OF MAXCYTE TECHNOLOGY OR ITS USE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL PAYMENTS RECEIVED BY MAXCYTE IN CONNECTION THEREWITH. IN NO EVENT SHALL MAXCYTE BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING HEREUNDER OR FROM THE SALE, DELIVERY, LEASE, USE, OR DEFECT, OF MAXCYTE TECHNOLOGY, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. MAXCYTE'S LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE GOODS, WHETHER BASED UPON NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT, OR EQUITABLE PRINCIPLES, IS EXPRESSLY LIMITED, AT MAXCYTE'S OPTION, TO REPLACEMENT OF, OR REPAYMENT OF THE PURCHASE PRICE FOR, THE PORTION OF THE GOODS FOR WHICH DAMAGES ARE ESTABLISHED. ALL CLAIMS OF ANY KIND ARISING IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS ARE WAIVED UNLESS MADE CONSPICUOUSLY AND EXPRESSLY IN WRITING WITHIN THIRTY (30) DAYS FROM THE DATE OF MAXCYTE'S DELIVERY, OR THE DATE FIXED FOR DELIVERY IN THE EVENT OF NON-DELIVERY. ANY CLAIM IS SUBJECT TO MAXCYTE BEING PROVIDED A REASONABLE OPPORTUNITY TO INVESTIGATE THE GOODS SUBJECT TO THE CLAIM.

(f) Customer acknowledges that it is fully responsible for its use of MaxCyte Technology, for the use of cells or proteins manufactured by cells transfected with MaxCyte Technology, and for the use of such cells themselves. **Unless otherwise required by applicable law, including any mandatory law of the jurisdiction in which Customer is located,** Customer agrees to indemnify, defend, and hold harmless MaxCyte and its affiliates, officers, directors, employees, and agents from and against any and all third party claims, liens, demands, liabilities, costs and expenses (including attorneys' fees), losses, or other damages arising out of, resulting from, or attributable to: (i) the willful misconduct or negligence of Customer, its employees, subcontractors, consultants, representatives, and agents; (ii) any use or

modification of MaxCyte Technology by Customer or use of proteins or cells manufactured by Customer using MaxCyte Technology; or (iii) any breach of Customer's obligations under this Agreement, including Customer's representations, warranties or covenants set forth herein; provided Customer shall not be liable hereunder to indemnify MaxCyte for personal injury claims caused by or resulting from the sole gross negligence or willful misconduct of MaxCyte.

(g) Customer acknowledges that it is fully responsible for any scientific or regulatory decisions related to its use of the MaxCyte Technology and MaxCyte shall have no liability for any such decisions. Any regulatory or scientific advice provided by MaxCyte to Customer is provided on an "as is" basis and MaxCyte provides no guarantee or warranty in connection with any such advice.

**12. Term.** This Agreement commences on the Effective Date and continues so long as Customer uses, or is in possession of, the MaxCyte Technology ("**Term**"). All of the licenses and permissions granted to Customer under this Agreement shall terminate whenever Customer is in material breach of this Agreement.

**13. Exclusive First Option to Repurchase.** MaxCyte shall have the exclusive first option, but not the obligation, to repurchase any Instrument at a price that is mutually agreed upon by the Parties in good faith, reflecting current resale fair market value. In the event of resale of any Instrument to a third party, such third party will require a new agreement with MaxCyte for the use of the Instrument. MaxCyte will not provide any support to any third party purchaser absent such an agreement. Only PAs sold by MaxCyte can be used with the MaxCyte Technology pursuant to Section 10 of this Agreement.

**14. Force Majeure.** MaxCyte shall not be liable for any delays or other failure to perform hereunder due to any cause beyond MaxCyte's reasonable control, including, without limitation, acts of Customer, governmental actions, laws or regulation, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, tornado, windstorm or other acts of God, transportation delays, or inability to obtain necessary fuel, materials, supplies or power at current prices.

**15. Audit.** During the Term, Customer agrees to allow MaxCyte to audit the Customer's use of Products to ensure compliance with this Agreement, including the tampering provisions stated herein. Customer will

provide all assistance reasonably requested by MaxCyte in connection with such audit.

**16. Assignment.** Neither Party shall assign this Agreement or any of its associated rights or obligations without the prior written consent of the other Party. However, a Party may assign this Agreement, along with its rights and obligations, to a wholly-owned subsidiary or successor without the need for the other Party's prior consent in the event of a merger, acquisition, spin-off, sale of assets, or any other significant change of control. Upon such assignment by Customer, the Customer's successor must provide written notice to MaxCyte within thirty (30) days, confirming the assignment and acceptance of all rights and obligations under the Agreement. Notwithstanding the foregoing, Customer shall not have the right to assign or transfer its rights (including but not limited to any intellectual property rights) or obligations under this Agreement to any competitor of MaxCyte without prior written consent, which decision shall be in the sole discretion of MaxCyte. Any attempted assignment in violation of this provision shall be null and void.

**17. General.** This Agreement is the complete and exclusive statement of the terms and conditions with respect to the purchase of the Products, licenses, and services being provided to Customer by MaxCyte hereunder. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Customer and MaxCyte. No waiver of rights under this Agreement by either Party shall constitute a subsequent waiver of this or any other right under the Agreement. **Unless otherwise required by applicable law, including any mandatory law of the jurisdiction in which Customer is located,** this Agreement will be governed by the laws of the State of Maryland, without regard to any conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This Agreement is binding upon and shall benefit MaxCyte and Customer and their respective successors and assigns. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and shall remain binding on the Parties hereto. All documents will be in the English language unless otherwise required by applicable law.

**18. Arbitration.** Any controversy, claim, or dispute arising out of or relating to this Agreement or the validity, interpretation, inducement, or breach thereof, shall be settled by arbitration before a single arbitrator in

accordance with the Rules of Arbitration of the American Arbitration Association (“AAA”) then pertaining, except where those rules conflict with this Agreement, in which case this Agreement controls. The arbitrator shall be an attorney specializing in business litigation who has at least fifteen (15) years of experience with a law firm of over twenty-five (25) lawyers or was a judge of a court of general jurisdiction. The arbitration shall be held in Washington, DC, the arbitration shall be conducted in English, and the arbitrator shall apply the substantive laws of the State of Maryland. Within thirty (30) days of initiation of arbitration by an initial claim filed by a Party, the Parties shall reach agreement upon the choice of an arbitrator and upon procedures assuring that the arbitration will be concluded, and the award rendered within no more than six (6) months from selection of the arbitrator. Failing such agreement, the AAA will, as applicable, choose an arbitrator and design such procedures. Each Party has the right before or during the arbitration to seek and obtain from the appropriate court provisional remedies such as attachment, temporary restraining order, preliminary injunction, replevin, etc., to prevent breaches of this Agreement, to avoid irreparable harm, to enforce the provisions of this Section, to maintain the status quo, or to preserve the subject matter of the arbitration. Each Party shall have the right to discovery during arbitration. The award of the arbitrator shall be in writing and shall provide the reasons for the award. The arbitration award shall be final and binding on the Parties, and judgment thereon may be entered in any court of competent jurisdiction. The validity of this arbitration provision, the conduct of the arbitration, any challenge to or enforcement of any arbitral award or order, or any other question of arbitration law or procedure shall be governed exclusively by the arbitrator. The arbitrator shall have the authority to assess the costs and expenses of the arbitration proceeding (including the arbitrator’s fees and expenses) against any or all the Parties. The arbitrator shall also have the authority to award attorneys’ fees and expenses to the prevailing Party. To the fullest extent permitted by law, the arbitration proceedings and award shall be maintained in confidence by the Parties. This agreement to arbitrate shall not preclude the Parties from engaging in voluntary, non-binding settlement efforts including mediation.

**19. Conflicting Terms.** Any additional or different terms contained in any purchase order, vendor onboarding document, portal, acknowledgment, or other document issued or provided by Customer are rejected and shall have no force or effect, regardless of whether MaxCyte acknowledges, accepts, or performs under such

document. Such documents are for administrative purposes only and do not modify or supplement this Agreement unless expressly agreed to in writing by an authorized representative of MaxCyte. To the extent there is any conflict between this Agreement and any mandatory applicable law that cannot be waived by contract, such law shall govern solely to the extent of such conflict. Where there is no such conflict, this Agreement shall govern.

**20. Injunctive Relief.** Each of the Parties hereto acknowledges that a breach by either Party of any material provision of this Agreement, including Customer’s restrictions on the use of the Products, would cause irreparable injury to the aggrieved Party. Each of the Parties therefore agrees that in the event of such a breach hereof, the aggrieved Party may elect to institute and prosecute proceedings in any court of competent jurisdiction to seek temporary or permanent immediate injunctive relief, enforce specific performance, or to enjoin the continuing breach hereof without the necessity of proving actual damages or posting any bond or other security. By seeking or obtaining any such relief, the aggrieved Party shall not be precluded from seeking or obtaining any other relief to which it may be entitled.

**21. Entire Agreement.** This Agreement constitutes the complete and final agreement between the Parties with respect to the subject hereof and supersedes any and all prior and contemporaneous oral or written communications relating thereto. This Agreement may not be modified or amended except by instrument in writing and signed by each of the Parties hereto.

*Last Modified: June 27, 2026*