

ExPERT™ CONSUMABLES 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. MaxCyte hereby sells to Customer the ExPERT™ processing assemblies (“**PAs**”), buffers, reagents, and other related consumables identified in the Quotation (collectively, the “**Products**”). The Products are intended for use only with Customer’s MaxCyte instrument(s) previously purchased or otherwise lawfully obtained under an applicable agreement with MaxCyte.

2. Restrictions. Customer shall not: (a) use the Products except (i) with Customer’s MaxCyte instrument(s) previously purchased or otherwise lawfully obtained under an applicable agreement with

MaxCyte, (ii) pursuant to the licenses, permitted uses, and restrictions applicable to such instrument(s) and the related MaxCyte Technology, and (iii) in accordance with applicable procedures, protocols, and written instructions provided by MaxCyte; (b) use the Products except through properly trained employees, agents, or representatives of Customer having a need to access the Products; (c) attempt to reverse engineer, open, disassemble, analyze, change, alter, or modify the Products or any component thereof; (d) use each component of the Products except in compliance with this Agreement, any written instructions provided by MaxCyte, the protocols, and applicable laws; (e) use any PAs and/or consumables more than once; (f) attempt to tamper with or open any Instrument or PAs; or (g) 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.

3. Exclusivity. Customer agrees to purchase all of its requirements for PAs for use with the applicable Instrument from MaxCyte, and MaxCyte agrees to supply PAs to Customer to meet Customer’s reasonable requirements. Only PAs sold by MaxCyte may be used with the MaxCyte Technology.

4. 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.** 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 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 Products 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.

5. Warranty; Disclaimer; Limitation of Liability. MaxCyte warrants solely to Customer that the Products will perform in accordance with their applicable specifications, subject to the limitations set forth herein. Customer's sole and exclusive remedy, and MaxCyte's sole liability, for any breach of the foregoing warranty shall be repair, replacement, or refund of an amount not to exceed the purchase price actually paid for the affected Products.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, MAXCYTE DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAXCYTE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATING TO THE PRODUCTS OR THIS AGREEMENT.

6. 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.

7. Entire Agreement. This Agreement constitutes the complete and final agreement between the Parties with respect to the Products described in the Quotation and supersedes all prior or contemporaneous oral or written communications relating thereto.

Last Modified: June 27, 2026