

## EXPERT™ SERVICE SUPPORT AND CALIBRATION PROGRAM 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) ACCEPTS THE QUOTATION; (II) ISSUES A PURCHASE ORDER IN RESPONSE TO THE QUOTATION OR REFERENCING THE SSC PROGRAM; (III) OTHERWISE PROVIDES WRITTEN AUTHORIZATION TO PROCEED WITH THE SSC PROGRAM; (IV) PERMITS MAXCYTE TO PERFORM THE SSC PROGRAM; OR (V) RECEIVES SSC PROGRAM SERVICES (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 PURCHASE, AUTHORIZE, RECEIVE, OR PERMIT PERFORMANCE OF THE SSC PROGRAM.

### 1. **SSC Program.**

(a) MaxCyte shall provide the service support and calibration program services described in the Quotation for the applicable Customer-owned Instrument(s) identified in the Quotation (the “**SSC Program**” or “**SSCP**”). Unless otherwise stated in the Quotation, the SSC Program applies for the twelve (12) month period for which the SSC Program fee has been timely paid (“**SSC Program Term**”). If an SSC Program lapses due to non-payment, reinstatement

will be subject to an additional reinstatement fee plus additional costs for individual repairs.

(b) The SSC Program includes the following services, including parts and labor, during the SSC Program Term: (i) repair of the applicable Instrument not performing in accordance with its applicable specifications; (ii) comprehensive protocol updates made generally available by MaxCyte; (iii) software updates; (iv) technical support during normal local business hours, or during normal U.S. business hours where local support is not available; (v) annual calibration of the Instrument; and (vi) annual preventative maintenance service.

(c) MaxCyte may perform SSC Program services at the Customer Facility or such other Customer-owned or Customer-controlled facility as communicated to MaxCyte in writing. MaxCyte has no obligation to provide SSC Program services at any third-party site or to provide services to any third party in connection with its access to the Instrument.

### 2. **Customer Responsibilities.**

(a) Customer will provide MaxCyte with full and free access to the Instrument for the performance of the SSC Program and any other inspections at least annually or on an as-needed basis. Customer must provide an appropriate service site and mutually agree with MaxCyte regarding the scheduling of calibration, maintenance, repair, and training.

(b) Customer remains responsible for the condition and operation of the Instrument outside the scope of the SSC Program. MaxCyte shall not be responsible for damage resulting from relocation of the Instrument, misuse, unauthorized use, use with equipment or software not supplied or approved by MaxCyte, or causes external to the Instrument such as acts of God, power failure, or electric power surges.

(c) If, at Customer’s request, MaxCyte provides repair services, replacement parts, or training services not covered by the SSC Program or not otherwise quoted in the Quotation, Customer shall pay MaxCyte for such services or parts at MaxCyte’s then-current time and materials rates, plus parts, supplies, travel, and expenses.

(d) MaxCyte reserves the right to discontinue support for obsolete Instruments.

### 3. **PA Requirements.**

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. Warranty; Disclaimer; Limitation of Liability.**

During the SSC Program Term, MaxCyte warrants solely to Customer that it will perform the SSC Program in a professional and workmanlike manner and that Instruments serviced under the SSC Program will perform in accordance with their applicable specifications, subject to the limitations set forth in this Agreement. Customer's sole and exclusive remedy, and MaxCyte's sole liability, for any breach of the foregoing warranty shall be re-performance of the applicable SSC Program services or repair or replacement of the affected Instrument, and if MaxCyte is unable after reasonable efforts to do so, refund of an amount not to exceed the SSC Program fees actually paid to MaxCyte for the affected Instrument during the applicable SSC Program Term.

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 SSC PROGRAM OR THIS AGREEMENT.

#### **5. 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.

#### **6. Entire Agreement.**

This Agreement constitutes the complete and final agreement between the Parties with respect to the SSC Program described in the Quotation and supersedes all prior or contemporaneous oral or written communications relating thereto. MaxCyte shall not be obligated to provide the SSC Program in the event Customer is in material breach of any applicable MaxCyte license or other agreement with MaxCyte.

*Last Modified: June 27, 2026*