

## SEQUIRE™ SERVICES 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 SERVICES; (III) OTHERWISE PROVIDES WRITTEN AUTHORIZATION TO PROCEED WITH THE SERVICES; (IV) PERMITS MAXCYTE TO PERFORM THE SERVICES; OR (V) RECEIVES THE 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 SERVICES.

### 1. Definitions.

(a) “**Services**” means the analytical laboratory, sequencing, and computational services described in a Quotation.

(b) “**Quotation**” means a written quotation, proposal, or similar document issued by MaxCyte describing the Services, pricing, and applicable assumptions.

(c) “**Customer Materials**” means all materials, data, samples, sequences, reagents, cell lines, or other items provided by or on behalf of Customer for use in the performance of the Services.

(d) “**Results**” means the outputs and deliverables expressly identified in the applicable Quotation and provided by MaxCyte to Customer, which may include reports, tables, figures, analyses, or other specified work product, in each case excluding Platform Data or Platform Technology.

(e) “**Platform Technology**” means MaxCyte’s proprietary technologies, including sequencing systems, laboratory workflows, protocols, computational pipelines, algorithms, analytical methods, databases, software tools, models, and all related know-how, improvements, and derivatives thereof.

(f) “**Platform Data**” means all raw data, intermediate data, in-process data, system outputs, logs, metrics, analytical artifacts, and other information reflecting the operation, performance, configuration, or internal functioning of the Platform Technology, whether or not generated using Customer Materials.

(g) “**Confidential Information**” means non-public information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

### 2. Scope of Services.

(a) MaxCyte shall perform the Services in accordance with the applicable Quotation, applicable laws and regulations, and its standard operating procedures.

(b) MaxCyte’s sole and exclusive obligation is to perform the Services in accordance with Section 9(a) and provide the Results. MaxCyte shall have no obligation to provide any data, including any Platform Data, materials, or information, other than the Results, provided that MaxCyte may, in its discretion, provide additional information or materials, including in connection with regulatory inquiries or submissions.

(c) Services shall not commence until MaxCyte has received all required Customer Materials and information and any required upfront payment specified in the applicable Quotation.

(d) MaxCyte shall use commercially reasonable efforts to meet any timelines set forth in an applicable Quotation but shall not be liable for delays outside of its reasonable control, including delays caused by Customer.

(e) MaxCyte may engage subcontractors, consultants, or service providers to perform portions of the Services, provided that MaxCyte remains responsible for the performance of the Services in

accordance with these Terms. MaxCyte shall ensure that any subcontractors are bound by obligations consistent with MaxCyte's obligations under these Terms.

### 3. Customer Materials.

(a) Customer retains all right, title, and interest in and to the Customer Materials.

(b) Customer is responsible for the quality, condition, legality, and use of Customer Materials, including obtaining all required rights, approvals, and consents and ensuring compliance with applicable laws and third-party rights. Customer represents and warrants that it has the right to provide the Customer Materials for use in the Services, such use does not infringe or misappropriate any third-party rights, and Customer Materials comply with all applicable laws. Customer shall not include any patient data, protected health information, personally identifiable information, or other identifiable personal information in any Materials provided to MaxCyte. Customer is solely responsible for ensuring that all such Materials and information are de-identified before transfer to MaxCyte.

(c) MaxCyte may rely on all information and representations provided by Customer regarding the Customer Materials and shall have no obligation to independently verify the same.

(d) MaxCyte shall not be responsible for any failure to perform, delay, or inability to generate Results to the extent caused by the condition, quality, or suitability of Customer Materials.

(e) If Services must be repeated, re-run, or re-performed due to the condition, quality, or suitability of Customer Materials, such repeat or re-performance shall constitute new and additional Services and shall be subject to additional fees and revised timelines, regardless of whether the original Services produced usable Results.

(f) MaxCyte shall use the Customer Materials solely for performance of the Services. MaxCyte agrees not to reverse engineer or attempt to determine the composition of any Customer Materials without the prior written consent of Customer, except as required by law. Upon Customer's written request and at Customer's sole expense, MaxCyte shall return any remaining Customer Materials in its possession at the time of such request. Absent such request, MaxCyte may retain Customer Materials for a commercially reasonable period following completion of the Services or expiration or termination of these Terms or an applicable Quotation, after which MaxCyte may destroy or dispose of such Customer Materials in accordance with its standard internal policies. Upon destruction or disposal of Customer Materials, MaxCyte shall have no liability to Customer for any inability to

reproduce, verify, or respond to inquiries regarding the Results due to such destruction or disposal.

### 4. Intellectual Property.

(a) Each party retains all right, title, and interest in and to its respective pre-existing and independently developed intellectual property.

(b) MaxCyte retains all right, title, and interest in and to the Platform Technology.

(c) Subject to Customer's payment of all amounts due, Customer shall own the Results. For clarity, Results do not include Platform Data or Platform Technology.

(d) Platform Data is not part of the Results, shall not be provided to Customer, and shall remain the exclusive property of MaxCyte.

(e) Except for the limited rights to the Results expressly granted in Section 4(c), no rights or licenses are granted to Customer, whether by implication, estoppel, or otherwise, in or to the Platform Technology or Platform Data.

(f) Customer shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble, or otherwise attempt to derive the Platform Technology or Platform Data from the Services or Results.

(g) **Non-Exclusivity.** MaxCyte may provide services to, and develop technologies or products for, other customers, including customers in the same or similar fields as Customer. Nothing in these Terms restricts MaxCyte from performing services for or working with any third party, provided that MaxCyte complies with its obligations regarding Customer's Confidential Information.

(h) **Improvements.** MaxCyte shall retain all right, title, and interest in and to any improvements, modifications, enhancements, or derivative works relating to the Platform Technology or Platform Data, including any such developments arising from or informed by the performance of the Services or use of Customer Materials ("**Improvements**"). To the extent that any rights in such Improvements do not automatically vest in MaxCyte, Customer hereby assigns, and agrees to assign, all such rights to MaxCyte. Improvements are part of the Platform Technology, and nothing in this Section grants MaxCyte ownership of Customer Materials or Customer Confidential Information.

### 5. Confidentiality.

(a) Each party shall use the other party's Confidential Information solely for purposes of performing or receiving the Services and shall not disclose such Confidential Information except to its employees, affiliates, and contractors who have a

need to know and are bound by confidentiality obligations.

(b) Confidential Information shall not include information that: (i) is or becomes publicly available through no breach; (ii) was known prior to disclosure; (iii) is independently developed without use of Confidential Information; or (iv) is lawfully obtained from a third party.

(c) Confidentiality obligations shall continue for five (5) years following disclosure; provided that trade secrets shall be protected for so long as they remain trade secrets.

(d) Platform Data and Platform Technology constitute Confidential Information of MaxCyte.

## 6. Publication.

Customer may publish or present the Results in its sole discretion, in each case, in accordance with applicable laws and subject to any obligations set forth in the Terms or applicable Quotation. MaxCyte may publish or present portions of Platform Data for scientific, educational, or marketing purposes, provided that such publication or presentation (i) does not disclose the identity of Customer, (ii) does not include any Customer Confidential Information, and (iii) does not include any personally identifiable information.

## 7. Regulatory Use and Cooperation.

Customer may use the Results for research, development, and regulatory purposes. Customer is solely responsible for all scientific, regulatory, and business decisions related to its use of the Services and Results. Any regulatory or scientific input provided by MaxCyte is for informational purposes only, provided "as is," and does not constitute regulatory advice. Customer shall be fully responsible for its own regulatory and legal compliance.

## 8. Record Retention.

(a) **Record Storage.** MaxCyte shall maintain the Results and such records, data, and documentation reasonably necessary to demonstrate its performance of the Services ("**Records**"), in a secure manner consistent with its standard internal practices.

(b) **Record Retention.** MaxCyte shall retain Records for a commercially reasonable period consistent with its internal retention policies and applicable legal, regulatory, and contractual requirements, including those relating to audit, inspection, and regulatory submission support. Such retention may vary depending on the nature of the Services, including whether the Services support research use or regulatory activities.

(c) **Scope of Records.** MaxCyte shall determine, in its reasonable discretion, the type and

scope of Records retained, including the extent of raw data, intermediate data, and supporting materials necessary to support the Results and its compliance with applicable requirements.

(d) **Disposal.** Following the applicable retention period, MaxCyte may, in its discretion, destroy or dispose of Records in accordance with its standard internal policies. Notwithstanding any instruction from Customer, MaxCyte shall not be required to destroy Records to the extent retention is required to comply with applicable law, regulatory obligations, audit requirements, or internal compliance policies.

## 9. Warranties and Disclaimers.

(a) MaxCyte warrants that the Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards.

(b) If Customer notifies MaxCyte of a material failure of the Services to conform to Section 9(a), MaxCyte shall, at its option, either (i) re-perform the affected Services, or (ii) provide a refund of fees paid for such affected Services, to the extent such Services cannot be re-performed. This Section sets forth Customer's sole and exclusive remedy for any failure of the Services.

(c) **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND RESULTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." MAXCYTE DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, OR RESULTS. MAXCYTE DOES NOT WARRANT THAT THE RESULTS WILL BE SUCCESSFUL, ERROR-FREE, COMPLETE, OR SUFFICIENT FOR ANY REGULATORY OR COMMERCIAL PURPOSE.**

## 10. Fees and Payment.

(a) Customer shall pay all fees specified in the applicable Quotation.

(b) Unless otherwise specified in the applicable Quotation, all invoices are due and payable within thirty (30) days from invoice date.

(c) To the extent specified in an applicable Quotation, any upfront or initial payment constitutes consideration for reserving capacity, project initiation, allocation of personnel and resources, and other commitments made by MaxCyte in reliance on the Quotation, and is non-refundable. Such payment is not a prepayment for specific Services and is not subject to refund based on the extent of Services

performed. If MaxCyte fails to perform the Services in accordance with Section 9(a), Customer's sole and exclusive remedy is as set forth in Section 9(b). The parties acknowledge that such upfront payment reflects a reasonable allocation of risk and is not intended as a penalty.

(d) **Taxes.** Customer shall pay any sales and use taxes, including all applicable goods and services tax, value-added tax (VAT), local taxes, applicable duties, electronic delivery taxes, excise taxes, levies and import fees (collectively, "**Taxes**") that are imposed in connection with any payments made by Customer to MaxCyte. All fees set forth in the applicable Quotation are exclusive of Taxes. If any sales Taxes are required to be added on any Services, MaxCyte shall include such Taxes in the applicable invoice.

(e) Payment obligations are not contingent on the success, usability, or outcome of the Services, except in cases of gross negligence or technical failure caused by MaxCyte.

(f) If Customer delays commencement of Services, MaxCyte may revise pricing, timelines, or scope prior to performance upon written notice prior to commencing Services.

(g) If Customer cancels Services, Customer shall remain responsible for payment for all Services performed and all non-cancellable commitments and costs incurred by MaxCyte.

(h) MaxCyte reserves the right to charge interest on any undisputed amounts not paid when due at a rate of up to one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is lower.

## 11. Suspension.

(a) MaxCyte may suspend performance upon written notice to Customer to the extent such failure or delay is not caused by MaxCyte's breach, if Customer fails to make payments (other than amounts disputed in good faith), fails to provide required materials or information, or otherwise delays performance. If such failure continues for thirty (30) days after notice, it shall constitute a material breach subject to termination under Section 12(b).

(b) Suspension shall continue until resolved, and MaxCyte shall not be responsible for resulting delays. Timelines shall be extended accordingly, Customer's payment obligations shall continue, and MaxCyte may revise timelines, pricing, or scope to reflect the impact of such delay.

## 12. Term and Termination.

(a) These Terms shall commence upon Customer's acceptance in accordance with the opening paragraph of these Terms and shall continue in effect until terminated as provided herein (the

"**Term**"). Each Quotation shall commence on the date accepted by Customer and shall continue until completion of the applicable Services, unless earlier terminated in accordance with these Terms. Termination of these Terms shall not automatically terminate any Quotation then in effect unless expressly stated in the notice of termination.

(b) Either party may terminate a Quotation or these Terms upon written notice if the other party materially breaches these Terms and fails to cure such breach within thirty (30) days after receipt of written notice describing the breach in reasonable detail.

(c) **Effect of Termination.** Upon termination:  
(i) Customer shall pay for all Services performed and costs incurred. Customer's payment obligations under this Section shall apply regardless of the reason for termination, including termination for alleged breach. Except as expressly provided in Section 9(b), no amounts paid to MaxCyte shall be refundable. (ii) MaxCyte shall have no obligation to complete Services. (iii) All rights in Platform Technology and Platform Data remain with MaxCyte.

(d) **Survival.** The following provisions shall survive expiration or termination of these Terms for any reason: Section 3 (Customer Materials), Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 7 (Regulatory Use and Cooperation), Section 8 (Record Retention), Section 9 (Warranties and Disclaimers), Section 10 (Fees and Payment), Section 12(c) (Effect of Termination), this Section 12(d), Section 13 (Limitation of Liability), Section 14 (Indemnification), Section 18 (Publicity), Section 19 (Notices), Section 20 (Independent Contractor), and any provisions which by their nature are intended to survive.

## 13. Limitation of Liability.

(a) **Exclusion of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **Limitation of Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR ANY QUOTATION, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL

**FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE QUOTATION GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO A PARTY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.**

(c) **Scope.** THE LIMITATIONS IN THIS SECTION APPLY TO ALL CLAIMS, INCLUDING THOSE RELATING TO BREACH OF CONTRACT, TORT, MISREPRESENTATION, STRICT LIABILITY, CONFIDENTIALITY, DATA, AND INTELLECTUAL PROPERTY.

#### **14. Indemnification.**

(a) **Customer Indemnification.** Customer shall defend, indemnify, and hold harmless MaxCyte and its affiliates, and their respective officers, directors, employees, and agents, from and against any and all third-party claims, demands, actions, suits, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Customer Materials; (ii) Customer's use of the Results; (iii) Customer's products, research, or regulatory activities; or (iv) Customer's breach of these Terms.

(b) **MaxCyte Indemnification.** MaxCyte shall defend, indemnify, and hold harmless Customer from third-party claims alleging that the Results, as delivered by MaxCyte and used in accordance with these Terms, infringe a third party's intellectual property rights.

(c) **Exclusions.** MaxCyte shall have no obligation under Section 14(b) to the extent any claim arises from: (i) modification of the Results by or on behalf of Customer; (ii) combination of the Results with materials not provided by MaxCyte; (iii) use of the Results outside the scope permitted under these Terms; (iv) Customer Materials; or (v) the use of specific nucleotide sequences, targets, or designs provided by or on behalf of Customer, including the selection or application of such sequences, targets, or designs in connection with the Services.

(d) The indemnified party shall promptly notify the indemnifying party of any claim, provide reasonable cooperation at the indemnifying party's expense, and allow the indemnifying party to control the defense and settlement. The indemnifying party shall not settle any claim without the indemnified party's prior written consent if such settlement imposes liability, includes an admission of fault, or does not include a full release of the indemnified party.

#### **15. Assignment.**

Customer may not assign these Terms or any Quotation without MaxCyte's prior written consent, except in connection with a merger or sale of substantially all of Customer's assets. MaxCyte may

assign these Terms or any Quotation without Customer's consent. Any assignment in violation of this Section shall be null and void.

#### **16. Governing Law; Dispute Resolution.**

(a) These Terms and any dispute arising out of or relating to these Terms or the Services, including any dispute regarding the validity, interpretation, or enforceability of these Terms, shall be governed by the laws of the State of Delaware, without regard to its conflict of laws principles.

(b) Any dispute, claim, or controversy arising out of or relating to these Terms or the Services shall be finally resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules.

(c) The arbitration shall be conducted by a single arbitrator and shall take place in New York, New York, unless the parties agree otherwise. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration award shall be final and binding on the parties.

(d) Notwithstanding the foregoing, either party may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property or Confidential Information, or to prevent irreparable harm. The arbitration proceedings shall be conducted on an individual basis only and not as part of any class, consolidated, or representative action.

(e) The parties may engage in voluntary, non-binding settlement discussions at any time.

#### **17. Force Majeure.**

Neither party shall be liable for any failure or delay in performance of its non-payment obligations to the extent caused by events beyond its reasonable control, including acts of God, natural disasters, pandemics, labor disputes, supply chain disruptions, utility failures, or governmental actions. The affected party shall (a) promptly notify the other party; (b) use commercially reasonable efforts to mitigate the effects of such event; and (c) resume performance as soon as reasonably practicable.

#### **18. Publicity.**

Neither party may use the name, logo, or trademarks of the other party in any press release, publication, or promotional materials without the other party's prior written consent, except as required by applicable law or for purposes of regulatory, securities, or stock exchange disclosures, including filings with the U.S. Securities and Exchange Commission or similar authorities.

#### **19. Notices.**

(a) All notices under these Terms shall be in writing and delivered by email or to the address specified in the applicable Quotation.

(b) Notices shall be deemed given (a) when sent by email, upon written confirmation of receipt; provided that automatic responses (including out-of-office or delivery confirmations) do not count; or (b) when delivered by nationally recognized courier, upon confirmed delivery.

## 20. Independent Contractor.

The parties are independent contractors, and nothing in these Terms creates any partnership, joint venture, or agency relationship. Neither party has authority to bind the other.

## 21. Miscellaneous.

(a) 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. If any provision is held invalid, the remaining provisions remain in effect. Electronic acceptance is binding. No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right.

(b) Each party acknowledges that a breach of Section 4 or Section 5 may cause irreparable harm for which monetary damages would be insufficient, and the non-breaching party shall be entitled to seek equitable relief without the requirement to post bond.

(c) **Data Use.** Customer agrees that use of its business contact information is necessary for the performance of the Services and that explicit consent to use such information under the General Data Protection Regulation is not required. Customer acknowledges and accepts that the terms of MaxCyte's privacy policy are incorporated by reference hereto and Customer consents that MaxCyte may collect and use certain information in accordance with this policy (<https://maxcyte.com/privacy>).

(d) **Insurance.** Each party shall maintain commercially reasonable insurance coverage consistent with industry standards for its activities under these Terms and shall provide evidence of such coverage upon reasonable request.

(e) **Compliance with Laws.** Each party shall comply with applicable laws and regulations in connection with its performance under these Terms, including applicable export control, economic sanctions, anti-corruption, and anti-bribery laws.

(f) **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.

*Last Modified: June 27, 2026*