

IsoPlexis Product Terms and Conditions

- Order Acceptance:** The following outlines the terms and conditions upon which IsoPlexis Corporation (“IsoPlexis”) accepts orders for IsoLight™ products (“Products”). These terms and conditions, which incorporate the Service Maintenance Agreement attached hereto as Addendum A (collectively, the “Agreement”), will supersede any agreement or document, including terms and conditions that are part of a purchase order or other document sent to IsoPlexis by Buyer. By issuing a purchase order, Buyer is deemed to have accepted these terms. This is the complete and exclusive statement of the contract between IsoPlexis and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by IsoPlexis and Buyer. IsoPlexis's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of IsoPlexis.
- Pricing:** All prices quoted by IsoPlexis or IsoPlexis's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by IsoPlexis or, if no price has been specified or quoted, will be IsoPlexis's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of IsoPlexis's original price quotation IsoPlexis provides price quotations for Products upon request. IsoPlexis reserves the right to change pricing without notice.
- Standard Orders:** No minimum order quantity is required, unless specifically noted. Orders cannot be revised or cancelled once accepted by IsoPlexis or its authorized reseller. Additions to orders once an order has been accepted must be entered on a separate order and may therefore be subject to additional shipping charges.
- Shipping:** Typically, orders are shipped Monday through Thursday. IsoPlexis will notify Buyer of the anticipated arrival date for shipments. Saturday delivery may be requested at an additional charge. IsoPlexis will notify the Buyer in the case of a backorder. All shipments are freight on board (FOB) shipping point. IsoPlexis is not liable for any loss or damage during the course of shipment. This includes accidents, theft, vandalism, labor difficulties, or disputes, weather extremes, other acts of nature, or other circumstances causing a delay in delivery. Buyer shall be responsible for shipping, handling, insurance, and other similar costs. Freight or shipping and handling charges will be prepaid and added to your invoice. All shipping dates are approximate only, and IsoPlexis will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond IsoPlexis's reasonable control. Orders in process may be canceled only with IsoPlexis's written consent and upon payment of IsoPlexis's cancellation charges. Orders in process may not be changed except with IsoPlexis's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefore. Credit will not be allowed for Products returned without the prior written consent of IsoPlexis.
- Shortages or Damaged Goods:** IsoPlexis must be notified of any claims for shortages or damaged products within 72 hours of receipt of the products or they shall be deemed accepted by Buyer. For damaged products, at IsoPlexis's option, IsoPlexis may issue an authorization to return the goods or ask Buyer to document the destruction of the goods at your site.
- Restocking Fee:** All requests to return products that do not have a verified performance problem will be subject to a restocking fee of 25% of the purchase price. If IsoPlexis makes a shipping error, the product can be returned at IsoPlexis's expense, and no restocking fee will apply.

7. **Payment Terms:** Terms for payment are net 30 days from date of invoice. IsoPlexis shall have the right to delay shipment or suspend performance under if payment under any agreement or order between Buyer and IsoPlexis is not received when due or is rescinded. Buyer represents and warrants that it has funds or authorized funding for all payments to be required under any purchase order placed or agreement executed with IsoPlexis. If Buyer fails to pay any invoice when due, IsoPlexis may also charge Buyer a late payment charge equal to the lesser of one and one-half percent (1.5%), or the maximum permissible rate under Delaware law, per month on the outstanding balance. If you are a tax-exempt agency, please submit a copy of your tax exemption certificate with your purchase order or fax a copy to IsoPlexis Accounting or email to accounts@isoplexis.com.
8. **Taxes and Other Charges:** Prices for the Products exclude all sales, value added, and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties shall be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.
9. **Title to Products:** Notwithstanding any other terms herein and subject to IsoPlexis's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by IsoPlexis to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with IsoPlexis or its licensors, as the case may be.
10. **Product Use Limitations:** IsoPlexis sells products that provide data analysis for research use only. IsoPlexis is not liable for misuse of any product or for any use not expressly described in the Product documentation, including any use for diagnostic purposes. Note that all Product sales are to direct end users for their internal use only and are not for resale.
11. **Special Orders and Custom Configuration:** Special orders and custom configuration products ("Custom Products") are warranted only to conform at the time of delivery to the carrier as to the quantity and contents stated on the product label. There are no warranties, express or implied, that extend beyond the description of the label on Custom Products. Buyer recognizes that IsoPlexis has manufactured Custom Products at the instruction and to specifications provided by Buyer and has not independently tested the Custom Products for any characteristics other than those set forth on the label. Buyer takes all responsibility for confirming the appropriateness of Custom Products for Buyer's intended use. Buyer represents and warrants that it has all rights necessary for the manufacture and use of the Custom Products with respect to all of Buyer's specifications, instructions, and all related materials and information provided by Buyer. Buyer shall indemnify and hold harmless IsoPlexis against any claims, losses or damages relating to Buyer's failure to procure and obtain sufficient rights and licenses with respect to Custom Products. IsoPlexis's sole liability in the event that a product does not conform to the quantity and contents stated on the product label is limited to either replacement of the products or refund of the purchase price. IsoPlexis is not liable for property damage, personal injury or economic loss caused by Custom Products. Notwithstanding anything to the contrary in these terms and conditions, IsoPlexis makes no representations or warranties with respect to any specifications, instructions, materials or information provided by Buyer for use with Custom Products or as to the performance of Custom Products when used with such materials.

Testing of Custom Products, where possible, may be available for an additional fee.
12. **Information Provided to Third Party Suppliers:** IsoPlexis may provide your information to suppliers of hardware and software included in its Products, or to integrators or other subcontractors whom IsoPlexis uses to manufacture or ship Products to you. This information is limited to product,

purchase date, customer name and address and is provided to our third-party suppliers for warranty claim or recall purposes.

13. **Software.** With respect to any software incorporated in or forming a part of the Products hereunder, IsoPlexis and Buyer intend and agree that such software products (and all related documentation) are 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 “Buyer” or similar or derivative words are understood and agreed to mean “licensee”. Notwithstanding anything to the contrary contained herein, IsoPlexis or its licensor, as the case may be, retains all rights and interest in software provided hereunder, including the intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights).

Pursuant to the IsoPlexis Software License Agreement that shall be effective as of the date of installation of the Product, IsoPlexis will grant to Buyer a single, royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. Buyer may purchase additional licenses may for additional end users to the extent specified in an Order. All licenses shall terminate when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein or in the IsoPlexis Software License Agreement. Buyer 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 by IsoPlexis. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without IsoPlexis's prior written consent. IsoPlexis will be entitled to terminate this license if Buyer fails to comply with any term or condition herein or in the IsoPlexis Software License Agreement. Buyer agrees, upon termination of this license, immediately to return to IsoPlexis all software and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by IsoPlexis may be owned by one or more third parties and licensed to IsoPlexis. Accordingly, IsoPlexis and Buyer agree that such third parties retain ownership of and title to such software. The warranty and indemnification provisions set forth herein shall not apply to software owned by third parties and provided hereunder.

14. **Buyer's Use of Product:** Buyer hereby grants to seller a nonexclusive, worldwide, unrestricted, royalty free, fully paid-up license, with the right to grant and authorize sublicenses, under any and all patent rights in inventions comprising modifications, extensions, or enhancements made by buyer to the products or any portion of the products or to the manufacture or use of the products or any portion of the products (“improvement patents”), to make, have made, use, import, offer for sale or sell any and all products or components; exploit any and all methods or processes; and otherwise exploit improvement patents for all purposes. notwithstanding the foregoing, “improvement patents” specifically excludes patent claims conceived and reduced to practice by buyer consisting of methods of sample preparation, methods of conjugating beads to analytes, the composition of matter of the specific chemistries of the assays developed by buyer, and methods of performing the assays (i.e., the protocol for the assay).
15. **Product Warranties:** IsoPlexis warrants that its Products will perform in accordance with the specification described at www.isoplexis.com or in the case of Custom Products, the specifications agreed to at the time the order is taken. The warranty period for products is 12 months and covers service Monday through Friday 8:00 AM – 5:00 PM local time. The twelve-month warranty will

begin: (1) for Products that come with IsoPlexis provided installation upon installation or thirty days after the date of shipment, whichever occurs first, or (2) for Products that are sold to be installed by the customer seven weekdays after the date of shipment. Only the original Buyer of the Product may enforce this warranty and this warranty applies only to Products purchased and installed in the United States by an authorized IsoPlexis service representative or another party approved by IsoPlexis. For Products that come with IsoPlexis-provided installation, IsoPlexis will install its Product after shipment or reimburse Buyer for actual costs incurred to have a third party install the Product. The maximum reimbursement to Buyer for third-party installation varies with the type of Product. Any third-party installer must be approved in writing by an authorized representative of IsoPlexis prior to installation for warranty to become effective. Subject to the Service terms below, Buyer will replace or repair, at its option free of charge, any Product or part, excluding consumable items, which fails within the warranty period, due to defects in materials or workmanship, provided that the Product has been operated at all times in accordance with the instruction manual and user's guide by, or under the direct supervision of, a [qualified operator who has completed the IsoPlexis training course]for the Product or completed the self-training prior to operating the Product. The warranty terms for each type of Product are set forth below and are described in detail in the Service terms section of this document. Only the unexpired original warranty period on the Product shall be in effect on any replacement parts, which may be new or reconditioned at the discretion of IsoPlexis. Products not manufactured by IsoPlexis are not covered by this warranty, but instead will carry any pass-through warranty which is directly available to Buyer from the specified manufacturer or supplier.

Product Model	Warranty Period	Preventive Maintenance Visits during Warranty
IsoLight	1 Year	1 per Term

15. **Options, Accessories, or Upgrades Warranties:** IsoPlexis offers warranties of varying periods on its options, accessories, software or upgrades. Those purchased at the same time as the Product are included in the Product warranty and will be covered by the Service Maintenance Agreement attached hereto as Addendum A, and any subsequently purchased Service Maintenance Agreements, however upgrades are not automatically included. Options purchased after the initial Product purchase will assume the remaining warranty or Service Maintenance Agreement of the original Product, unless the purchase occurs during the last three months of the system warranty or Service Maintenance Agreement, or later, in which case it will be considered a standalone purchase and will receive a 90-day warranty from the date of installation or a 120-day warranty from the date of shipment, whichever occurs first.

16. **Spare Parts Warranties:**

- A. **Installation by an Authorized IsoPlexis Service Representative:** Parts are warranted for 90 days after installation or 120 days after shipment, whichever is shorter. If a repairable part fails within the warranty period, it will be replaced at no charge. Labor and travel associated with the service visit is not covered and is billable.
- B. **Installation by Other Personnel:** IsoPlexis does not provide a warranty on parts not installed by an authorized IsoPlexis representative. No returns will be accepted or credits issued for material installed by someone other than an authorized IsoPlexis representative.

17. **Disclaimer Applicable to All Warranties.**

THE FOREGOING EXPRESS WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL

OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

18. **Limitation of Liability:** IsoPlexis's entire liability under this Agreement or any Service Maintenance Agreement is limited to repair, replacement of the Product or refund of the Product purchase price, as applied in IsoPlexis's sole discretion. Additional disclaimers may apply to custom products and such disclaimers will appear in the quotation or other documentation provided with a custom order. No warranties apply to products that have been misused or improperly maintained.
19. **UNDER NO CIRCUMSTANCES WILL ISOPLEXIS OR ITS CONTRACTORS OR AGENTS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOSS OF USE OF PRODUCT, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY PRODUCT OR DELAYS IN SERVICES OR THE INABILITY TO SERVICE ANY PRODUCT, REGARDLESS OF WHETHER ISOPLEXIS (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.**
20. **Indemnification:** Buyer acknowledges that it is fully responsible for its use of any IsoPlexis Product and agrees to indemnify, defend, and hold harmless IsoPlexis and its affiliates, officers, directors, employees, and agents (the "IsoPlexis Indemnified Parties") against any and all third party liabilities arising from such use except to the extent such liabilities arise from the infringement caused by any IsoPlexis Products (other than custom products) of any valid U.S. patent of a third party when the applicable IsoPlexis Products are used in accordance with instructions. Buyer agrees to indemnify and hold the IsoPlexis Indemnified Parties from and against any and all actions or claims brought by a third-party relating to the services and parts supplied hereunder unless Buyer can show that such third-party action involves death or personal injury and results solely from IsoPlexis's gross negligence or willful misconduct. Buyer's indemnification obligations hereunder shall include the payment of reasonable attorney's fees.
21. **Governing Law:** Any order placed or contract made with IsoPlexis shall be governed by the laws of the State of Delaware and both parties hereby submit and waive all objections to the exclusive jurisdiction of the courts of Delaware and the federal courts located in Delaware.
22. **Miscellaneous.**
- (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without IsoPlexis's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Delaware, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in New Haven County, Connecticut, USA, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the IsoPlexis and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and

enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) IsoPlexis's failure to enforce, or IsoPlexis's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that IsoPlexis provides to Buyer are the confidential and proprietary information of IsoPlexis. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Buyer shall comply with the all applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Product. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (1) export or re-export any Product, or (2) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall cooperate fully with IsoPlexis in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold IsoPlexis harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents, or customers. (j) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.

ADDENDUM A: SERVICE MAINTENANCE AGREEMENT FOR ISOPLEXIS PRODUCTS

When IsoPlexis performs service pursuant to a Product or parts warranty or statement of work, the terms and conditions of this Service Maintenance Agreement will apply.

1. General.

- A. These terms control all of the dealings between the parties relating to maintenance services provided for Products or parts. Any other document or arrangement, including any terms and conditions included as part of a purchase order sent to IsoPlexis by Buyer, which is inconsistent with the terms of this document, is not a part of the contract for service set forth in this document.
- B. This Service Maintenance Agreement is not assignable or otherwise transferable by Buyer and shall not pass to the benefit of any eventual transferee of the Product(s) from Buyer.
- C. Acceptance of Buyer's request for Service Maintenance Agreement is conditioned on agreement with all the terms and conditions set out herein. By issuing a purchase order, Buyer will be deemed to have accepted these terms.
- D. This Service Maintenance Agreement may not be terminated by Buyer prior to the end of the applicable term (the "Term").

2. IsoPlexis Responsibilities.

- A. **Service To Be Performed:** With respect to the Products set forth in the quotation or the Product Terms and Conditions to which this Service Maintenance Agreement relates, and subject to these terms and conditions, IsoPlexis agrees to send or make available a representative (a "Representative") to perform (a) up to 2 preventive maintenance inspections during the Term and (b) remote support and onsite visits during the Term as reasonably requested by Buyer to perform repairs. The Representative must be given full and free access to the Product(s), and provide at no charge, any other facilities and support as requested by buyer to perform needed repairs. In addition, IsoPlexis may through an authorized service provider, provide service on components and software manufactured by third parties in accordance with the warranty of such third-party manufacturer. It is the responsibility of Buyer to register all third-party products and software with the third-party for purposes of warranty and end user license. IsoPlexis may repair or replace any Product(s) at its discretion in satisfaction of its obligations hereunder.
- B. **Preventive Maintenance Inspections:** During each preventive maintenance visit, the Representative will evaluate the Product(s) performance. Calibrations, alignments and part replacement will be performed as deemed necessary by IsoPlexis to maintain the Product(s) operation substantially in accordance with the published technical specifications for the Product(s).
- C. **Technical Support:** Buyer may obtain support by contacting IsoPlexis at support@isoplexis.com. If efforts to correct problems remotely or by telephone are unsuccessful and on-site service is requested, an IsoPlexis Representative will be dispatched to Buyer's location. IsoPlexis will respond to requests for support in a reasonably prompt period of time, subject to the availability of resources.
- D. **Parts:** IsoPlexis will provide all parts required to affect a repair covered under its service obligation, except for consumables. All defective parts must be returned to IsoPlexis. The use of

new or like-new parts will be at the discretion of IsoPlexis, and IsoPlexis is not obligated hereby to provide parts for spares or inventory or service on any such parts.

- E. **Software Revisions:** IsoPlexis may, at its discretion from time to time hereafter, issue updates and revisions to its proprietary software at no charge. Buyer shall install, or permit IsoPlexis to install, any such updates and revisions. IsoPlexis is not obligated to provide maintenance or repair services under this Agreement which result from Buyer's failure to install updates and revisions. A charge may apply for upgrades to IsoPlexis proprietary software. Updates and revisions to third party software are not provided by IsoPlexis.
- F. **Software and Firmware:** As provided in the IsoPlexis Software License Agreement, IsoPlexis warrants for the warranty period that the software and firmware sold to Buyer will conform to IsoPlexis's operation manuals current at the time of shipment to Buyer when properly installed. IsoPlexis does not warrant that the software and firmware will operate uninterrupted or error-free. Buyer's sole remedy for breach of this warranty is replacement by IsoPlexis of the non-conforming software or firmware with conforming or updated software or firmware.
- G. **Shipping & Handling:** Shipping & handling charges for replacement parts that are covered under warranty or this Service Maintenance Agreement will be at no charge to Buyer. Shipping & handling charges for consumables and priority parts shipments are specifically excluded and will be billed to Buyer at the current IsoPlexis rate.

3. Buyer Responsibilities.

- A. Buyer shall be responsible for providing and maintaining a proper environment, including utilities and site requirements, for the Product(s). An installation guide, detailing this information, is provided to the Buyer when the Product(s) is purchased.
- B. Buyer agrees not to alter the Product(s) without prior consultation with and written approval from IsoPlexis, or use any repair parts other than those supplied or specified by IsoPlexis.
- C. Buyer agrees to have the Product(s) operated at all times in accordance with the instruction manual provided by IsoPlexis] by or under the direct supervision of a qualified operator who has completed the IsoPlexis training course .
- D. Buyer 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 IsoPlexis employees and agents who enter Buyer's premises. IsoPlexis may, from time to time in response to a concern over the safety of Representatives, visit Buyer's facilities in which the Representative and other IsoPlexis employees and agents perform services hereunder in order to audit safety compliance. Such audit would only occur during working hours and at a time reasonably agreed. IsoPlexis, its affiliates, personnel, agents and subcontractors shall not be required to enter potentially hazardous areas and IsoPlexis reserves the right to determine whether and under what circumstances its personnel, agents or subcontractors shall enter any premises. In no event will IsoPlexis be obligated to perform services if it is not, in its sole discretion, satisfied with respect to safety.
- E. In the event that the Product(s) being serviced has at any time been operated in a location that falls into the category of a Biosafety Level 4 laboratory (a "BSL 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 IsoPlexis's opinion fall into such category were it located in the United States, IsoPlexis shall have no obligation to provide any services under this Addendum. IsoPlexis, however, may at its discretion agree on mutually-acceptable terms to assist Buyer in the engagement of third party to perform support services for

the Product. Any such third-party-provided services shall be provided at Buyer's sole expense, and IsoPlexis makes no warranty of any kind whatsoever with respect to the performance of any such third-party-provided Services. IsoPlexis, however, will provide Parts requested by Buyer in connection with services provided by a third party at a BSL 4 laboratory. All costs associated with removal, decontamination, and re-installation of a Product at a BSL 4 facility shall be borne by Buyer. With respect to laboratories operated under the designation Biosafety Level 3 (A "BSL 3" laboratory), IsoPlexis reserves the right to condition any provision of support services under this addendum on its evaluation of and acceptance of the conditions existing therein. Buyer agrees and shall render full cooperation, including but not limited to affirmative disclosures related to any hazards in such facilities. IsoPlexis may conduct a risk assessment based on its evaluation and either (i) require remediation to its satisfaction before any work is performed on a Product(s) located in a BSL 3 laboratory or (ii) if IsoPlexis determines that laboratory procedures and policies are inadequate to provide a safe environment for service personnel, IsoPlexis shall have the right to refuse service support until the situation is rectified to its satisfaction in its sole discretion, including with respect to, any injuries or health risks to the personnel, agents and subcontractors of IsoPlexis and its affiliates. IsoPlexis, however, will provide Parts requested by Buyer in connection with services provided by a third party at a BSL 3 laboratory. Buyer agrees to notify IsoPlexis of its status as a BSL 3 or BSL 4 laboratory and to provide notice of all relevant protocols and any changes thereto. Buyer agrees and shall render full cooperation, including but not limited to affirmative disclosures related to any hazards in such facilities. All required safety training, personal protective equipment, instrument test equipment and necessary tools required for product service located in a BSL 3 laboratory, must be supplied by the Buyer. IsoPlexis reserves the right to discontinue any and all BSL 3 laboratory instrument service until appropriate personal protective equipment and tools are furnished by the Buyer. Calibration of the tools and test equipment are the sole responsibility of the Buyer. No parts may be returned to IsoPlexis and must be disposed of by the Buyer. IsoPlexis field service personnel are not required to take IsoPlexis tools and calibration equipment into a BSL 3 or BSL 4 laboratory space. In the event the Buyer is unable to make the instrument available for scheduled preventative maintenance in a 60-day period from the initial planned service date, Buyer waives the right to have that scheduled service visit performed during the contract year or thereafter. No compensation will be provided by IsoPlexis for any missed preventative maintenance services.

- F. Upon purchase of this Service Maintenance Agreement, Buyer is obligated for the duration of the agreement specified and is responsible for payment in full. This Service Maintenance Agreement is not cancelable.

4. Exclusions.

- A. Service does not include consumable items.
- B. Any consumable items replaced by IsoPlexis during the course of a service call or inspection will be billed to the Buyer at the IsoPlexis then current list price.
- C. Neither the warranty nor the Service Maintenance Agreement provide for Service relating to damage caused to the Product(s) or any part thereof, by accident, the elements, failure of electrical power, Acts of God, use of the Product(s) in violation of any terms of use or user manuals issued by IsoPlexis. The use of unauthorized parts and problems caused by Buyer negligence are not covered under this Agreement. Work performed by IsoPlexis on the Product(s) made necessary as a result of such causes shall be billed to the Buyer at IsoPlexis's then-prevailing rate for parts, labor and travel expenses.

- D. Any damage caused during transportation for the service of a repaired Product is not covered under this Agreement.
- E. Defacement of the Product serial number or any removal of all or part of any Product casing or skin (without the express written instruction of IsoPlexis) will void this Service Maintenance Agreement.
- F. Any incorporation of the Product under this Agreement into a third-party system not specified in the Product documentation for use with the Product, without IsoPlexis's approval, will void this Agreement (including the Service Maintenance Agreement).
- G. Any work to be performed by IsoPlexis on a weekend or IsoPlexis designated holiday is subject to availability and will be billed at weekend/holiday rates in effect at the time of the service, unless otherwise indicated by the Service Maintenance Agreement.
- H. The warranty and the Service Maintenance Agreement do not provide for Service on the computer workstation printer or any equipment, system or software other than the Product.
- I. Service may be discontinued on any third-party software or hardware that is not currently marketed by IsoPlexis.
- J. The warranty and the Service Maintenance Agreement do not provide for Service relating to any other damage to the Product(s) resulting from Buyer's negligence.

5. Service Parts Warranty

All parts supplied by IsoPlexis during the warranty period or Service Maintenance Agreement period are warranted against material defects in materials and workmanship until the expiration date of the Term and all service shall be performed in a professional manner. IsoPlexis's sole responsibility under this warranty shall be to repair or replace parts found to be defective.

BUYER'S SOLE REMEDY FOR ANY CLAIM HEREUNDER, WHETHER SUCH CLAIM IS MADE UNDER CONTRACT, TORT OR ANY THEORY OF LAW, SHALL BE THE REPAIR OR REPLACEMENT OF ANY PART IN QUESTION.

Disclaimer Applicable to All Warranties

THE FOREGOING EXPRESS WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES WILL ISOPLEXIS OR ITS CONTRACTORS OR AGENTS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOSS OF USE OF PRODUCT, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY PRODUCT OR DELAYS IN SERVICES OR THE INABILITY TO SERVICE ANY PRODUCT, REGARDLESS WHETHER ISOPLEXIS (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.