

EXTENDED MAINTENANCE & REPAIR SERVICES TERMS (the “Agreement”)

1. Definitions.

- a. **Customer.** “Customer” shall mean the individual or organization identified on the quote provided by IsoPlexis and accepted by such individual or organization by submission of a corresponding purchase order or written acceptance of such quote.
- b. **Services.** “Services” shall mean those certain maintenance and repair services set forth in Article 3 below.
- c. **Products.** “Products” shall mean either the IsoLight or IsoSpark as set forth on the quote provided by IsoPlexis and accepted by Customer.
- d. **Representative.** “Representative” shall mean the IsoPlexis employee or trained contractor dispatched by IsoPlexis to provide Services to Customer under this Agreement

2. **Term.** The term of this agreement shall be the period of time set forth on the quote provided by IsoPlexis and accepted by Customer.

3. Scope of Services.

- a. **Preventive Maintenance.** During the Term, IsoPlexis shall provide one (1) annual preventive maintenance visit to Customer during regular business with the schedule to be based on the specific needs of the Instrument as determined by IsoPlexis. During each preventive maintenance visit, an IsoPlexis Representative will evaluate the Product(s) performance, and conduct calibrations, alignments, and part replacement as such representative deems necessary in their discretion to maintain the Product(s)’s operation substantially in accordance with its published technical specifications.
- b. **Technical Support.** IsoPlexis shall provide unscheduled remedial maintenance ("on-call service") as needed and reasonably requested by Customer. Customer 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 necessary, an IsoPlexis Representative will be dispatched to Customer’s location promptly and at a mutually agreeable date and time.
- c. **Provision of Parts.** IsoPlexis will provide all parts required to affect a repair covered under its service obligation, except for consumable chips. 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. Shipping & handling charges for replacement parts covered under warranty or this Agreement will be at no charge to Customer.
- d. **Exclusions.** The Agreement does not provide for Service (i) to any party other than the Customer, or (ii) any instrument, system, or software other than the Product(s). Services do not include the sale of consumable items and any consumable items replaced by IsoPlexis during the course of a service call or inspection will be billed to the Customer at the IsoPlexis then current list price.

4. **Performance of Services.** Services under this agreement will be performed by an IsoPlexis Representative. The Representative must be given full and free access to the Product(s) and any other facilities and support reasonably required by such Representative to perform needed repairs and Services. 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. IsoPlexis shall have the sole discretion to either repair or replace any Product(s) in satisfaction of its obligations hereunder.

5. Customer Responsibilities.

- a. **Payment.** Payment terms shall be as set forth in the quote provided by IsoPlexis and accepted by Customer.
- b. **Proper Use.** Customer agrees to store, maintain, and operate the Product(s) covered by this Agreement in accordance with any instruction manual provided by IsoPlexis. Customer shall maintain a proper environment, including utilities and site requirements, for the Product(s). A Site Preparation guide, detailing this information, is provided to the Customer when the Product(s) is purchased. Customer agrees not to alter the Product(s), including movement of the Product(s) within or beyond the initial installation location, without prior consultation with and written approval from IsoPlexis or its Representatives. Customer agrees not to use any repair parts other than those supplied or specified by IsoPlexis. Defacement of the Product serial number, removal of any part of the Product casing, or incorporation of the Product under this Agreement into a third-party system not specified in the Product documentation, without IsoPlexis' approval, is not permitted and will void IsoPlexis' then remaining obligations under this Agreement without refund, either in whole or in part, to Customer.
- c. **Site Safety.** Customer agrees to maintain a safe work environment and to comply with all applicable laws, rules and regulations relating to safety to ensure the safety of all Representatives and other IsoPlexis employees and agents who enter Customer's premises. Customer 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 refuse service support without penalty until any unsafe environment or situation is remediated to IsoPlexis' satisfaction in its sole, reasonable discretion.

If the Product(s) being serviced have been operated in a location which 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 which would, in IsoPlexis' discretion, fall into such category were it in the United States, IsoPlexis shall have no obligation to provide any services under this Agreement. IsoPlexis, may instead assist Customer in the engagement of a third-party to perform support services for the Product at Customer's sole expense and with no warranty of any kind from IsoPlexis regarding the performance of such third-party-provided Services. IsoPlexis will provide Parts requested by Customer 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 Customer.

6. **Component Part Warranty.** All parts and components supplied by IsoPlexis during the term of this Agreement are warranted against material defects in materials and workmanship until the expiration date of the Term. IsoPlexis' sole responsibility under this Article 6 shall be to repair or replace such parts and/or components found to be defective. Customer'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 such defective part or component. Neither this Article 6 nor any other terms of this Agreement provide for Services relating to damage to the Product(s), or any part or component thereof, resulting from Customer's improper use, negligence, or failure to comply with the Customer Responsibilities set forth in Article 5 above.
7. **Software.** In its performance of the Services hereunder, IsoPlexis may issue updates and revisions to its proprietary software within the Product(s) at no charge to Customer. Customer shall install, or permit IsoPlexis to install, any such updates and revisions. Updates and revisions to third party software are not provided by IsoPlexis. IsoPlexis warrants for the Term that the software and firmware sold to Customer will conform to IsoPlexis' operation manuals current at the time of shipment to Customer when properly installed.

IsoPlexis does not warrant that the software and firmware will operate uninterrupted or error-free. Customer'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. IsoPlexis is not obligated to provide maintenance or repair services under this Agreement which result from Customer's failure to install updates and revisions. A charge may apply for certain upgrades to IsoPlexis proprietary software.

- 8. General.** The terms of this Agreement, and any document referred to herein, constitute the entire agreement between Customer and IsoPlexis regarding the subject matter hereof. Either party's failure to strictly enforce any term or condition of this Agreement or to exercise any right, power or privilege arising hereunder shall not constitute a waiver of that party's right to strictly enforce such terms or conditions or exercise such right, power or privilege thereafter. This Agreement shall be governed by the laws of the State of Connecticut and both parties waive all objections to the exclusive jurisdiction of the courts of Connecticut and the federal courts located in Connecticut. If IsoPlexis is precluded from performing its obligations under this Agreement due to circumstances beyond its control ("Force Majeure"), including without limitation war, acts of terrorism, flood, earthquake, pandemic or public health crisis, government actions and labor unrest, IsoPlexis' failure to perform shall not constitute a breach of this Agreement for so long as such conditions persist. This Agreement and its terms are confidential. Customer shall not make any public statements regarding IsoPlexis' performance hereunder or the Services provided hereunder without the prior written consent of IsoPlexis. All rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies each party may have at law or in equity. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, rights, powers and privileges shall not be affected or impaired thereby. IsoPlexis may assign this Agreement to a third party who acquires a controlling equity interest in IsoPlexis or who acquires all or substantially all of its assets. The paragraph headings herein are for convenience only and form no part of this Agreement and shall not affect its interpretation. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their representatives, agents and permitted successors and assigns.