

ISOPLEXIS TERMS & CONDITIONS OF SALE: PRODUCTS & SERVICES



These Terms & Conditions of Sale ("Terms") and any accompanying documents including but not limited to a quotation, statement of work, confirmation of sale, or invoice ("Ancillary Terms") govern the sale of Products and Services by IsoPlexis Corporation ("IsoPlexis" or "Seller") to the buyer of such Products & Services ("Buyer"). Buyer and Seller may individually be referred to as a "Party" or jointly referred to as "the Parties." These Terms, together with the Ancillary Terms (if any) create the contract ("Contract") between IsoPlexis and Buyer for the purchase and sale of Products and Services. Buyer agrees to accept and be bound by the terms of the Contract if Buyer receives ordering or sales documents from IsoPlexis referencing these Terms. The Contract between IsoPlexis and Buyer is created when IsoPlexis accepts Buyer's order by sending a written confirmation or by shipping the Product or otherwise initiating action to provide what Buyer has ordered. Fulfillment of Buyer's order does not constitute acceptance of any additional or inconsistent or different terms in documents submitted by the Buyer to IsoPlexis and any such terms are expressly rejected by IsoPlexis.

1 DEFINITIONS

- 1.1 "Product" means any (i) IsoPlexis-branded instruments and associated accessories ("Instruments"), (ii) IsoPlexis Instrument operating system software, Instrument firmware, or data analysis software ("Software"), and (iii) IsoPlexis-branded panels, chips, cartridges, reagents, or kits provided by IsoPlexis for use with IsoPlexis Instruments (collectively, "Consumables").
- 1.2 "Services" means Support Services and/or Professional Services that IsoPlexis has agreed to perform for Buyer under the Contract.
- 1.3 "Support Services" means services for the installation, maintenance, or repair of Instruments
- 1.4 "Professional Services" means consulting, research, implementation, or other services related to Products that are not Support Services.
- 1.5 "Documentation" means IsoPlexis's user manual, package insert, and similar technical documentation, for the Products in effect on the date that the Product ships from IsoPlexis. Documentation may be provided with the Product at time of shipment or provided electronically from IsoPlexis.

2 PRICE & PAYMENT.

- 2.1 **Price.** Buyer shall purchase Products and Services from IsoPlexis at the price set forth in the applicable Contract (the "Price"). All Prices are exclusive of all taxes, duties, and charges of any kind imposed by any governmental authority and Buyer shall be responsible for all such costs except for those taxes imposed on IsoPlexis' income, revenues, gross receipts, personal or real property, or other assets. Buyer is responsible for all ordinary and special transportation, shipping, handling, packaging, and freight charges, which shall be added to the invoice. Installation of Products shall be billed as a separate line item and Buyer agrees to reimburse IsoPlexis for all reasonable travel and out-of-pocket expenses and additional fees incurred in delivery of the Products or performance of the Services.
- 2.2 **Payment.** Payment for purchases made online on IsoPlexis's website shall be made by credit card at the time of purchases. For all other purchases, Buyer shall pay all invoiced amounts due to IsoPlexis within net thirty (30) days of IsoPlexis' invoice. Buyer shall make all payments in US dollars by wire transfer, check, or any other payment method agreed to on the Contract. Payments not paid upon the date due under the applicable Contract shall bear interest at the lower of (a) one- and one-half percent (1.5%) per month and (b) the maximum rate allowed by law. Buyer shall reimburse IsoPlexis for all costs in collecting any late payments, including, without limitation, attorneys' fees. Buyer's failure to pay IsoPlexis shall suspend IsoPlexis' obligation to deliver any Products or Services without affecting any of IsoPlexis' rights herein or at law. Buyer shall not withhold payment of any amounts due for any set-off of any claim or dispute with IsoPlexis unless based on a final judgment or court order.

3 SHIPMENT & DELIVERY

- 3.1 **Product Delivery.** IsoPlexis will deliver Products to IsoPlexis' loading dock or the external loading point at the address specified on the Contract (the "Delivery Point"). Delivery of the Products shall be made FOB Delivery Point with title and risk of loss passing to Buyer upon delivery of the Products at the Delivery Point. IsoPlexis will use all commercially reasonable efforts to meet dates specified for the delivery of Products; but, all such dates are estimates only and subject to IsoPlexis' availability. Any liability of IsoPlexis for failure or delay in delivery of the Products

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shall be limited to replacing the Products within a reasonable time or reasonably adjusting the invoice for such Products. Upon IsoPlexis' delivery of the Products to the Delivery Point, IsoPlexis may store the Products until Buyer picks them up and Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). As collateral security for payment of the Price of the Products, Buyer grants to IsoPlexis a lien on and security interest in the right, title, and interest of Buyer in the Products, wherever located, and in all current and future accessions, replacements, modifications, and proceeds related to the Products. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.

- 3.2 **Acceptance of Products.** Buyer shall inspect Products within ten (10) business days of receipt (the "Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies IsoPlexis in writing within the Inspection Period, that the Product was: (i) different than specified on the Buyer's purchase order; or (ii) visibly and functionally damaged (each, a "Nonconforming Product"). Any issues discovered after the Inspection Period has passed, shall be subject to the warranty provisions of these Terms. If Buyer notifies IsoPlexis of any Nonconforming Products in writing within the Inspection Period, IsoPlexis shall, in its sole discretion, (i) replace such Nonconforming Products, or (ii) credit or refund the payments made for such Nonconforming Products. IsoPlexis will provide to Buyer a return authorization number that must be included with the return packaging for a return to be accepted. Buyer shall ship Nonconforming Products at IsoPlexis' expense, to the facility designated by IsoPlexis. Buyer acknowledges that the remedies in this Section are Buyer's exclusive remedies for the delivery of Nonconforming Products. Buyer will be liable for restocking charges of twenty five percent if Products are returned to IsoPlexis which are not Nonconforming Products.
- 3.3 **Allocation of Products.** If IsoPlexis is unable for any reason to supply the total demand for Products specified in Buyer's order, IsoPlexis may allocate its available supply among any or all buyers on such basis as IsoPlexis may deem fair and practical, without liability for any failure of performance that may result therefrom.

4 INSTALLATION, MAINTENANCE, & SUPPORT SERVICES

- 4.1 **Site Requirements.** Buyer shall provide and maintain a proper environment, including utilities and site requirements, for the Products in accordance with the installation guide and other documentation provided to Buyer with the Product.
- 4.2 **Installation Site Access & Conditions.** If installation is included with a purchased Instrument, Buyer shall take all necessary precautions for the safety of IsoPlexis personnel at the Site during the installation of Instruments. Buyer shall (i) provide access to Buyer's premises and facilities as may reasonably be requested to perform installation; (ii) provide materials, resources or information to carry out installation, including without limitation, power, water, drainage, air, bottled gases, items to uncrate and transport Products, or other reasonably requested resources; and (iii) have all necessary licenses, permits and consents prior to the installation date. If Buyer fails to properly prepare the site for an Instrument installation, IsoPlexis may impose a service charge to cover the lost time of IsoPlexis' service personnel. If, due to Buyer's failure to prepare the site as required, IsoPlexis cannot perform installation within three (3) months of a Product's shipment date, Buyer will be responsible for any costs associated with such delay, including without limitation, any required hardware, software and firmware updates. If, at the Site, IsoPlexis encounters toxic substances, hazardous substances or hazardous wastes (as such terms may be defined in any statute or ordinance or regulations promulgated by any federal, state or local governmental authority of the U.S. or the country of the Site) (collectively, the "Hazardous Materials") that require special handling and/or disposal, Buyer shall immediately take whatever precautions are required to legally eliminate such hazardous conditions so the work under the Contract may safely proceed. If any such Hazardous Materials cause an increase in IsoPlexis' cost of or the time required for performance of any part of the work, an equitable adjustment shall be made to the price and schedule. Buyer agrees to properly dispose of all Hazardous Materials produced or generated in IsoPlexis' work at the Site.
- 4.3 **Service; Maintenance Visits.** Warranty service for Instruments shall be provided as set forth in Section 7 of these Terms. IsoPlexis will provide a preventive maintenance on-site visit according to the Base Instrument Warranty as set forth and defined in Section 7.1 below, or a separate Service Contract, which may cause two to three days of system down time to Buyer. IsoPlexis shall cooperate with Buyer to schedule such preventive maintenance visits at a time mutually convenient for both parties. All such preventive maintenance services will be provided by IsoPlexis designated service personnel. All travel, labor and parts/materials expenses associated with preventive maintenance visits, visits to service, repair or replace covered items, and applications support visits as provided for in the Service

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Contract are included in the price set forth for such Service Contract. Preventive maintenance services include testing and adjusting the Instrument to the Specifications. If any maintenance visit within the Term is precluded due to Buyer's inability to provide a sufficient time period for such services and down time, IsoPlexis shall not be obligated to provide a substitute preventative maintenance visit. IsoPlexis shall not be liable for any economic, consequential, incidental, special or other damages or losses of any kind resulting from the down time during such preventive maintenance visits. If Buyer cannot provide the Instrument for scheduled preventive maintenance within sixty (60) days of an initial planned Service date, Buyer waives the right to have that preventive maintenance Service performed. IsoPlexis will provide no compensation for Services missed due to Buyer's delay and Buyer will remain liable for payment in full.

5 SOFTWARE

5.1 **Limited Software License.** Upon installation of an Instrument, IsoPlexis grants Buyer a single, royalty-free, non-exclusive, nontransferable license, without power to sublicense, to the Software solely for Buyer's business use of the Products. Buyer agrees to not sell, transfer, license, loan or otherwise make the Software and related Documentation provided by IsoPlexis available to any third parties. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided without IsoPlexis' prior written consent. Buyer may purchase additional licenses for additional end-users to the extent specified in writing by an authorized IsoPlexis representative. Buyer agrees that any software products (and all related documentation) that are part of the Products 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". Certain software products provided by IsoPlexis may be owned by a third party and licensed to IsoPlexis. IsoPlexis and Buyer agree that any such third parties retain ownership of and title to such software. Notwithstanding anything to the contrary herein, IsoPlexis or its licensor retains all rights and interest in the software, including without limitation, all intellectual property rights. IsoPlexis may issue updates and revisions to its Software. Buyer shall install, or permit IsoPlexis to install, any such updates and revisions. IsoPlexis does not need to provide maintenance or repair Services under this Agreement resulting from Buyer's failure to install updates and revisions. Fees may apply for upgrades to IsoPlexis proprietary software. IsoPlexis does not provide updates and revisions to third party software. All licenses shall terminate when Buyer's lawful possession of the Instrument provided ceases. If Buyer violates any term or condition herein, IsoPlexis may terminate the license and Buyer shall, upon termination of this license, immediately erase the Software and any copies in Buyer's possession.

6 PRODUCT USE RESTRICTIONS; COMPLIANCE

6.1 **Limited License.** Subject to the Terms, and to all applicable end user license agreement(s), notices, terms, conditions and/or use restrictions (i) printed on any Product packaging, label, Product user manual(s) or instructions, whether provided with the Product(s) or available for download, (ii) appearing in or included with the Software or any Documentation, (iii) listed on IsoPlexis's website, or (iv) provided herein, IsoPlexis grants to Buyer a non-exclusive, non-transferable, non-sublicensable license to use the Product(s) sold and/or licensed to Buyer by IsoPlexis or its authorized distributor only in accordance with the applicable, then-current Documentation for the Product purchased by Buyer, and no other use is authorized hereunder. No other license or authorization is granted, by implication, estoppel, or otherwise.

6.2 **Use Restrictions.** Each Product is also subject to the following terms, conditions, and restrictions, to which Buyer hereby agrees: (a) each Product may only be used in accordance with the applicable Documentation; (b) Consumables are licensed for single use only and may not be reused, (c) Buyer shall not repackage, relabel, rebrand, refurbish and/or remanufacture any Product, (d) Buyer shall not use any Consumables or repair parts with the Instruments other than those supplied or specified by IsoPlexis; (e) Buyer shall not transfer (including but not limited to resell, donate, or loan) any Product to any third party; and (f) Buyer shall not adapt, modify, or reverse engineer any Product. Documentation is proprietary to IsoPlexis and may only be used in connection with the associated Product(s). All license restrictions specified in this Section 6.2 or in the Terms shall apply to the maximum extent permissible under applicable law. All Products and Services are sold to Buyer as the end-user for internal use only. Buyer shall not use Products provide a fee-for-service or to manufacture commercial products, without prior written approval from IsoPlexis.

6.3 **Regulatory Compliance.** IsoPlexis Products and Services are intended FOR RESEARCH ONLY and are not to be used for any other purpose, including in vitro diagnostics, ex vivo or in vivo therapeutics, or consumption by or

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application to humans or animals. Buyer must ensure it has any regulatory approvals necessary for Buyer's intended use of the Product. Buyer agrees to comply with all applicable laws using, maintaining, and disposing of any IsoPlexis Product or Service and the information generated from it.

- 6.4 **International Trade Compliance.** The Products, any related technology, or information provided to Buyer may be subject to restrictions and controls imposed by United States export control laws and regulations and other countries' applicable export control laws and regulations. Notwithstanding anything to the contrary in these Terms, Buyer agrees not to export, re-export, transfer, distribute, release, or use the Products, any related technology, or information sold to Buyer, into any country or to any person or entity, or in any manner, in violation of such controls or any other laws, rules, or regulations of any country, state or jurisdiction.

7 WARRANTY

- 7.1 **Limited Instrument Warranty.** IsoPlexis warrants that each Instrument, other than Upgraded Components, will materially conform to IsoPlexis' published specifications in effect as of the date of shipment, be free from material defects in material and workmanship for 12 months after its shipment date from IsoPlexis unless the Instrument includes IsoPlexis provided installation in which case the warranty period begins on the date of installation or 30 days after the date the Instrument was delivered, whichever occurs first ("Base Instrument Warranty"). The Base Instrument Warranty includes one (1) preventive maintenance visit. "Upgraded Components" means IsoPlexis provided components, modifications, or enhancements to the Instrument provided under the Base Instrument Warranty. IsoPlexis warrants that Upgraded Components will conform to their Specifications for 90 days from the date the Upgraded Components are provided by IsoPlexis. Upgraded Components do not extend the Base Instrument Warranty.
- 7.2 **Limited Software Warranty.** IsoPlexis warrants that Software (whether embedded in an Instrument or licensed separately) and firmware will substantially contain the functionality described in IsoPlexis' program manuals and, when properly installed and operated on a computer meeting the specifications specified therein, will substantially perform in accordance therewith; provided, however, that IsoPlexis does not warrant that the operation of the processor, Software or firmware will be uninterrupted or error-free. The Warranty Period shall be for ninety (90) days from the date of delivery.
- 7.3 **Limited Service Warranty.** IsoPlexis warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner under generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- 7.4 **Remedy Under Warranty.** As Buyer's sole and exclusive remedy for breach of the warranties expressly provided for in these Terms, IsoPlexis will either repair or replace, at IsoPlexis' sole option, any part or parts of such Products or Software which prove(s) to be defective within the applicable Warranty Period. IsoPlexis may elect to discharge its warranty obligations hereunder by accepting the return of any defective Product or Software pursuant to the Terms herein and refunding the purchase price paid by Buyer, pro-rated over the lifetime of the applicable Product or Software license term.
- 7.5 **Warranty Claim Procedure & Remedies.** In order to be eligible for repair or replacement under this warranty Buyer must (i) promptly contact IsoPlexis' support department to report the non-conformance, (ii) cooperate with IsoPlexis in confirming or diagnosing the non-conformance, and (iii) at IsoPlexis' request, return the Product, transportation charges prepaid to IsoPlexis following IsoPlexis' instructions or grant IsoPlexis' authorized repair personnel access to the Product in order to confirm the non-conformance and make repairs. IsoPlexis may attempt to diagnose and resolve defects over the telephone or electronically. Buyer must follow the problem determination, resolution, and procedure that IsoPlexis specifies. If applicable, IsoPlexis may require the return of a specific part to its depot for service or to assist in problem determination. If IsoPlexis determines on-site work is required, a service technician will be scheduled. If Buyer requests on-site work when a defect could have been remedied remotely, or if IsoPlexis responds to Buyer's notice of defect and no defect covered under the applicable warranty is found, IsoPlexis is entitled to compensation at its then standard rates for any work performed and costs it incurred due to Buyer's request. Failure to install and use available remote connectivity tools and equipment for direct problem reporting, remote problem determination, and resolution may result in increased response-time and additional costs to Buyer. If IsoPlexis

determines that Products for which Buyer requested warranty services are not covered by the applicable warranty and IsoPlexis provides repair services or replacement parts not covered by such warranty, Buyer shall be responsible for payment of all costs for investigating and responding to such warranty service request at IsoPlexis' then prevailing time and materials rates.

7.6 **Warranty Limitations & Exclusions.** The warranties set forth in this Section are the sole and exclusive warranties provided for Products purchased hereunder and shall only apply to Buyer as the original purchaser. The "Warranty Period" shall be the period of time that the warranty is valid as specified for each of the warranties listed. The foregoing warranties do not apply to, and shall be void for, any Product that (i) was subject to abuse, misuse, neglect, negligence, accident, improper storage, or use of the Product contrary to the Documentation, (ii) was subject to improper handling, installation, maintenance, including without limitation failure to properly perform routine maintenance and maintain the Product site in accordance with IsoPlexis's site requirements, or repair (other than if performed by IsoPlexis' personnel), (iii) has been disassembled, reassembled, or subject to unauthorized alterations, (iv) has been subject to Force Majeure events, or (v) that has been used with a third party's good (unless the Product's Documentation expressly state such third party's good is for use with the Product).

7.7 **DISCLAIMER; NO OTHER WARRANTIES.** THE EXPRESS WARRANTIES AND THE REMEDIES SET FORTH IN THIS SECTION 7 ARE IN LIEU OF, AND ISOPLEXIS HEREBY DISCLAIMS, ALL OTHER REMEDIES AND WARRANTIES, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT OR SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INACCURATE, INVALID, OR INCOMPLETE RESULTS), IN EACH CASE HOWEVER ARISING, INCLUDING WITHOUT LIMITATION FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, OR OTHERWISE. IN NO EVENT SHALL ISOPLEXIS BE LIABLE FOR COSTS OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES FOR BREACH OF WARRANTY. ANY PRODUCT OR SERVICE PROVIDED WITHOUT A WRITTEN WARRANTY FROM ISOPLEXIS IS PROVIDED "AS IS" WITHOUT (AND ISOPLEXIS HEREBY DISCLAIMS) ANY WARRANTY, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE. Without limiting the generality of IsoPlexis's general rejection of conflicting terms presented by Buyer, and for clarification purposes only, Buyer agrees that any different or additional warranty terms stated in Buyer's terms (if applicable) shall be void and of no effect.

8 **LIABILITY**

8.1 **LIMITATION OF LIABILITY.** IN NO EVENT WILL ISOPLEXIS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY SALE, WHETHER ARISING OUT OF OR RELATED TO ANY CONTRACT WHETHER FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO ISOPLEXIS FOR THE PRODUCTS OR SERVICES UNDER THE APPLICABLE CONTRACT. IN NO EVENT SHALL ISOPLEXIS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER ISOPLEXIS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.2 **Force Majeure.** Except for the payment of money, neither party shall be liable or responsible to the other party for any failure or delay in performance to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control ("Force Majeure Event(s)"). The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to mitigate the effects of such Force Majeure Event and resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

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9 GENERAL

- 9.1 **Governing Law.** All matters arising out of or relating to the Contract are governed by the laws of the State of Delaware without regard to its conflict of law provisions. Any legal suit, action, or proceeding arising out of or relating to the Contract shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Contract.
- 9.2 **Miscellaneous.** No waiver by IsoPlexis of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by IsoPlexis. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. If any provision of these Terms will be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, rights, powers and privileges will not be affected or impaired thereby. The paragraph headings herein are for convenience only and form no part of the terms and conditions and will not affect the interpretation of the terms and conditions. The Terms will be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, corporate representatives, agents, successors, and assigns.

PROFESSIONAL SERVICES ADDENDUM

This addendum (“Addendum”) contains terms and conditions in addition to the IsoPlexis Terms & Conditions of Sale (“Terms”) that are applicable to Professional Services purchased by the Buyer. All terms used herein and not otherwise defined shall have the meaning set forth in the Terms. In the event of any conflict with the terms of the Terms and the terms of this Addendum, the terms of this Addendum shall govern with respect to any Professional Services.

Project Scope. The scope of any Professional Services shall be set forth in a statement of work (“SOW”), which generally outlines (a) an overview of the project; (b) the responsibilities of the Parties regarding such project; (c) any materials that Buyer will provide to IsoPlexis for use in the project (“Buyer Materials”); (d) any deliverables that IsoPlexis will provide to the Buyer as a result of the project (“Deliverables”); (e) the IsoPlexis and Buyer project managers, (f) the total budget for the project and the payment schedule therefore; (g) a timetable for the performance of the project; and (h) any special instructions or handling requirements applicable to the Buyer Materials and Deliverables.

Material Transfer. It is understood that Buyer Materials are provided for the performance of the Professional Services, and IsoPlexis shall not transfer, deliver, or disclose Buyer Materials to any third party without the prior written consent of Buyer. Except as described in the applicable SOW, IsoPlexis shall not analyze, modify, or reverse engineer the Buyer Materials for any purpose, including to determine its composition. IsoPlexis shall not use Buyer Materials in humans. The Buyer Materials shall remain the sole and exclusive property of Buyer. IsoPlexis shall, at Buyer’s discretion, promptly destroy any remaining Buyer Materials in IsoPlexis’ possession, or return it to Buyer at Buyer’s expense. Buyer will provide IsoPlexis with relevant information and instructions regarding the proper storage, use and handling of the Buyer Materials, including such information and instructions necessary for IsoPlexis to comply with all applicable laws and regulations and to act under standard industry practice in relation to the handling, storage and use of the Buyer Materials.

Human Tissue. If the Buyer Materials include or are derived from any human cells, cell cultures, blood, fluids, tissues, or genetic information, Buyer represents and warrants it will not provide to IsoPlexis any medical or patient identifiable information about any donor of the Buyer Materials. Additionally, Buyer represents and warrants it has complied with all applicable laws and obtained all required governmental permits, licenses, consents, and authorizations in the collection and handling of the Buyer Materials, and that uses of the Buyer Materials for the project described in the SOW are within the scope of and consistent with such laws, permits, licenses, consents, and authorizations.

Ownership. All Deliverables are and shall be the sole and exclusive property of Buyer. IsoPlexis assigns to Buyer all of its rights in the Deliverables. Buyer acknowledges that IsoPlexis owns, or has licenses to, intellectual property relating to (including patents and patent applications), measurement of immune responses, including via cytokine release from single cells, and any associated analyses using algorithmic software (“IsoPlexis Background Intellectual Property”). Buyer agrees that (a) all IsoPlexis Background Intellectual Property is and shall remain the sole property of IsoPlexis, and (b) any modifications of, derivatives of, or improvements to IsoPlexis Background Intellectual Property (“IsoPlexis Improvements”) shall be the sole property of IsoPlexis. If Buyer has an ownership interest in the IsoPlexis Improvements, Buyer shall assign and hereby assigns all such interest to IsoPlexis. Buyer agrees that Buyer’s rights to the Deliverables do not include a right or license to make, have made, use, sell, offer for sale, or import any IsoPlexis Background Intellectual Property or IsoPlexis Improvements.

Confidential Information. Any confidential, proprietary, or non-public ideas and information marked as ‘Confidential’ (“Confidential Information”) belonging to a Party (“Disclosing Party”) that are disclosed orally or in writing or furnished to (or observed by) the other Party (“Receiving Party”) in connection with this Addendum will be maintained by the Receiving Party as confidential and will not be disclosed to any third parties except with the prior written consent of the Disclosing Party or as otherwise provided for herein. Confidential Information: (a) will remain the exclusive property of the Disclosing Party; and (b) will be used by the Receiving Party solely for the performance of its obligations under this Addendum and any applicable SOW. Confidential Information does not include information, data or materials that the Receiving Party can demonstrate: (i) are or become a part of the public domain through no act or omission on the part of the Receiving Party and no violation of any obligation of nondisclosure by Receiving Party; (ii) Receiving Party lawfully had in its possession prior to disclosure by the Disclosing Party; (iii) are independently developed by the Receiving Party without the use of or reference to the Disclosing Party’s Confidential Information, as evidenced through written records created in the normal course of the Receiving Party’s business; or (iv) are received by the Receiving Party from a third party that lawfully has possession of and the right to disclose such Confidential Information. The Receiving Party may disclose the Disclosing Party’s Confidential

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Information if it is required to be disclosed by law or order of any government authority having jurisdiction over the Receiving Party (including as necessary for a Party to assert a claim in a court of competent jurisdiction or to respond to an alleged infringement of a third party's intellectual property rights). To the extent permitted by such law or order, the Receiving Party will provide notice to the Disclosing Party reasonably sufficient to allow the Disclosing Party the opportunity to apply for a protective order or other restriction regarding such disclosure prior to disclosing such Confidential Information.

Publications. Buyer may publish and present research findings resulting from the Deliverables; provided, that Buyer must provide IsoPlexis a ninety (90) day period in which to review any proposed publication or presentation to identify any IsoPlexis Confidential Information, ensure that any descriptions of IsoPlexis products and technology are accurate, and ensure that any IsoPlexis trademarks are used appropriately. At IsoPlexis' request, Buyer shall (i) remove any IsoPlexis Confidential Information from such publication or presentation, (ii) correct any inaccuracies in the description of IsoPlexis products and technology in such publication or presentation, and (iii) correct any improper use of IsoPlexis trademarks in such publication or presentation.

Independent Contractors. The Parties are independent contractors. Nothing in this Addendum or the applicable SOW is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship between the Parties.