



SERVICE CONTRACT TERMS AND LIMITATIONS

Quantum-Si's Service Contracts are subject to the following terms, conditions, and limitations.

1. **Definitions.** **"Instrument(s)"** means Seller branded instruments including Platinum® and Platinum® Pro, accessories, or peripherals that are covered by a Service Contract purchased by Purchaser hereunder. **"Current Specifications"** means Seller's written specifications for the Instrument that apply to such Instrument as provided in the Service Contract that is purchased hereunder, but only if the purchased Service Contract provides that the Instrument will conform to current specifications rather than the Original Specifications. **"Purchaser"** means the person or entity acquiring the Service Contract from Seller. **"Documentation"** means Seller's user manual, package insert, Original Specifications, and similar documentation, for the Instrument in effect on the date that such Instrument shipped from Seller. Documentation may have contained additional terms and conditions that are hereby incorporated herein by reference. Documentation may have been provided (including by reference to a website) with the Instrument at time of shipment or provided electronically from Seller. **"EULA"** means the end user license agreement for Software. **"Facility"** means the physical address where Instrument is located. **"Original Specifications"** means Seller's written specifications for the Instrument in effect on the date that such Instrument shipped from Seller. **"Original Terms"** means the Seller terms and conditions of sale in effect on the date the Instrument was shipped from Seller setting forth the terms and conditions of Purchaser's purchase and use of such Instrument, components thereof, and Software. **"Quotation"** means a written quotation provided by Seller to Purchaser for the Service Contract. **"Seller"** means Quantum-Si Incorporated. **"Specifications"** means the Current Specifications or the Original Specifications, as applicable; provided that, Specifications shall in all cases refer to the Original Specifications unless otherwise set forth in the Service Contract. **"Site"** means the smallest definable room that contains the Instrument. **"Software"** means Seller branded software provided by Seller with the Instrument. All Software is licensed and not sold and may be subject to additional terms found in the Software's end user license agreement. **"Term"** means the length of the term of the Service Contract.
2. **Term.** All Service Contracts are for a period of 12 months, unless otherwise agreed to in writing by Seller or as set forth in the relevant Quotation.
3. **Response Time and Support.** Seller will use commercially reasonable efforts to respond to Purchaser's requests for service within the time period specified in the Service Contract. All requests for service must be made through Seller's customer support organization (**"Customer Support"**) at support@quantum-si.com. Please refer to Seller's website for further Customer Support contact information. Seller reserves the right to provide service and support by any method in its sole discretion, including but not limited to, remote instruction via telephone, Internet or email, mailing to Purchaser replacement parts or test equipment, exchanging Purchaser's component equipment with loaner equipment while repairs are being made off-

site, and deploying service or applications personnel for on-site services. Other than installation and preventative maintenance visits, Seller shall determine in its sole discretion whether and when any personnel or replacement parts or equipment are to be sent to Purchaser's site. Seller shall respond to Purchaser's request for support in accordance with the average response time specified in the Service Contract. Seller will provide a minimum number of on-site support visits or off-site maintenance intervals as specified in the relevant Quotation, and in the case of on-site support visits, if the Purchaser has identified a specific need that can be fulfilled by the visit and if the Purchaser has made reasonable accommodation for scheduling the visit. If no need is identified and the timing of any visit cannot be scheduled at a mutually-agreeable date and time, Seller may provide fewer visits than prescribed in the Service Contract, or provide off-site maintenance instead.

4. **Software Support.** During the Term, Seller shall use commercially reasonable efforts to provide all Software updates and qualified Software upgrades in accordance with the terms of the Service Contract as such materials become commercially available for distribution. Purchaser's use of all Software, updates, and upgrades of Software shall be subject to this Agreement, the Original Terms, and the applicable EULA.
5. **Instrument Support.** During the Term, Seller shall use commercially reasonable efforts to install mandatory Instrument updates in accordance with the terms of the Service Contract as such materials become available for distribution. Whether an Instrument update is mandatory shall be determined by Seller in its sole discretion. Seller shall reschedule Instrument updates to coincide with preventive maintenance visits. If Purchaser requests that such Instrument updates occur at a time or date other than during preventive maintenance visits, Seller may, at its sole discretion, charge Purchaser for any costs and expenses incurred in connection with such Instrument update visit. All updated Instrument and components thereof and Purchaser's use of the same shall be subject to this Agreement and the Original Terms.
6. **Instrument Repairs.** Seller shall use commercially reasonable efforts to repair Instrument reported by Purchaser and deemed inoperable by Seller's Customer Support personnel. Seller's sole obligation hereunder is to provide parts and labor according to the terms of the Service Contract and is limited to only repair or replacement of Seller branded parts originally provided by Seller to Purchaser. All repaired or replaced items and Purchaser's use of the Instrument including the repaired or replaced components shall be subject to this Agreement and the Original Terms. For clarity, repaired or replaced items will be warranted to conform to the Specifications for 90 days from the date of installation or repair of such repaired or replaced item.
7. **Documentation Updates.** Seller shall use commercially reasonable efforts to provide updates to Documentation according to the terms of the Service Contract as they become available for distribution. Whether a Documentation update is mandatory shall be determined by Seller in its sole discretion. All updates to Documentation and Purchaser's use of the Documentation shall be subject to this Agreement and the Original Terms.
8. **Replacement Parts.** All replacement parts and components provided by Seller will be new or refurbished, in Seller's sole discretion, and shall be furnished on an exchange basis. All Instrument

or components thereof or other parts removed for replacement shall become the property of Seller. All replaced parts and components and Purchaser's use of the Instrument including the replaced parts and components shall be subject to this Agreement and the Original Terms. For clarity, repaired or replaced items will be warranted to conform to the Specifications for 90 days from the date of installation or repair of such repaired or replaced item.

9. **Loaner Instrument.** Seller may choose to provide, in its sole discretion, loaner instrument or components to Purchaser to substitute for the Instrument or a component thereof, while service is being provided. Seller will be responsible for all costs associated with the shipment of such loaner instrument or components to Purchaser's Site, exclusive of any taxes or duties, which are the sole responsibility of Purchaser. Loaner instrument or components shall be certified by Seller's Customer Support using the same criteria as used for new instrument or components. Loaner instrument or components shall remain the sole property of Seller, and must be returned within 15 days of Seller's request. Purchaser's use of loaner instrument or components shall be subject to Seller's current terms and conditions of sale that apply to such loaner instrument or component.
10. **Preventative Maintenance and Repair.** Seller may provide a preventative maintenance or repair on-site visit according to the terms of the Service Contract, which may result in two to three days of system down time to Purchaser. Seller shall cooperate with Purchaser to schedule such preventative maintenance or repair visits at a time that is mutually convenient for both parties. Seller may provide off-site preventative maintenance or repair according to the terms of the Service Contract, which may result in up to ten days of system down time to Purchaser. All preventative maintenance and repair services will be provided by Seller designated service personnel. All travel, shipping costs, labor and parts/materials expenses associated with prescribed preventative maintenance visits, visits to service, repair, or replace covered items, and applications support visits as provided for in the Service Contract are included in the price set forth for such Service Contract. Preventative maintenance services include testing and adjusting the Instrument to the Specifications. If any preventative maintenance visit within the Term is precluded due to Purchaser's inability to provide a sufficient time period for such services and down time, Seller shall not be obligated to provide a substitute preventative maintenance visit. Seller 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 preventative maintenance visits.
11. **Purchaser Responsibilities.**
 - a. **Proper Use:** The performance of Instrument when operated in corrosive environments, or in conditions, or in a manner, outside of the Specifications including Seller's site requirements found in the Documentation or not in accordance with its Documentation may have their performance adversely affected, and are therefore not guaranteed hereunder. The Purchaser agrees to use the Instrument in a safe and reasonable manner pursuant to the Documentation and the Original Terms.
 - b. **Access:** The Purchaser will provide Seller with access to the Instrument along with adequate working space and facilities within a reasonable distance of the Instrument. Access will also be provided to all information and facilities that are reasonably necessary for Seller to service the Instrument.

- c. **Data Back-up and Security:** The Purchaser is responsible for maintaining a procedure to reconstruct any lost or altered files, data, or programs, as well as for the security of all confidential, proprietary, and classified information.
 - d. **Networking:** The Purchaser is responsible for maintaining all computer networking as it relates to the integration of any components of the Instrument outside of such system and within the Purchaser's network.
 - e. **Representative:** A representative of Purchaser will be present on-site at all times service is being performed by Seller's designated service personnel.
 - f. **Toxic/Biohazardous Substances:** The Purchaser will notify Seller in writing if any Instrument is used for analysis of toxic, hazardous or dangerous substances. Such Instrument must be decontaminated by Purchaser in accordance with Seller's decontamination procedures and Purchaser shall fax a completed and executed Decontamination Certificate to Customer Support before any service may be performed on the Instrument.
 - g. **Environment:** The Purchaser agrees to provide Seller's designated service personnel with a safe environment for their work.
 - h. **Disposal of Waste Products:** The Purchaser is responsible for the proper disposal of waste products that result from maintenance and service work on the Instrument.
 - i. **Facilities:** The Purchaser is responsible for ensuring that the Site will adhere to Seller's site requirements found in the Documentation or Specifications. Any material deviation from Seller's site requirements affecting the proper functioning of the Instrument shall relieve Seller of its obligations under this Agreement, including without limitation, under the Service Contract.
12. **Exclusions and Restrictions.** The terms of this Agreement cover maintenance and repair for conditions that result from normal use and operation as described in the Documentation for the Instrument. Seller will not be obligated to perform maintenance or repair on any Instrument which, in its reasonable judgment:
- a. Has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation other than installation performed by Seller authorized personnel, improper storage, improper handling, or use contrary to any instructions issued by Seller or has been used in any manner inconsistent with its Documentation;
 - b. Has been repaired, altered, disassembled, reassembled, or damaged as a result of modifications made to the Instrument that were not authorized in writing by Seller;
 - c. Has been damaged by environmental conditions at the Site;
 - d. Has not been installed, operated, repaired and maintained in accordance with its Documentation or has been damaged due to operators failing to perform standard operating procedures or routine maintenance as prescribed in the applicable Documentation;
 - e. Has been moved from the Site by persons not expressly authorized in writing by Seller;
 - f. Has been used with any third party software, hardware, or item including, without limitation, reagent which has not been previously approved in writing by Seller;
 - g. Has been exposed to Bio-safety Level 3 or 4 agents (as defined by The Occupational Safety and Health Administration);

- h. Has been exposed to radioactivity, and has not been decontaminated to below exempt levels;
or
 - i. Has been damaged due to an act of Force Majeure as defined herein.
- 13. **Services by Third Parties on Seller' Behalf.** Seller reserves the right to retain or contract outside vendors of its choosing to provide service and support hereunder. In any instance where the terms and conditions of such vendor's service, support, and warranty agreement conflicts with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern; provided, however that any exclusions on coverage contained in an OEM vendor's terms and conditions shall remain in full force and effect.
- 14. **Relocation of Instrument.** All Service Contracts terminate automatically with immediate effect and without the need for notice to Purchaser if Instrument is moved to a different Facility. Upon such termination, Seller will credit Purchaser's account with Seller an amount equal to the unused portion of the Service Contract; provided that, Purchaser pre-paid for the Service Contract in full. If Seller conducts the move of the Instrument on Purchaser's behalf then Seller and Purchaser will enter into a new Service Contract for such Instrument at the new Facility.
- 15. **Export of Instrument.** Purchaser agrees not to move or relocate Instrument outside of the country to which Seller originally shipped it without the expressly written authorization of an officer of Seller.
- 16. **Recertification Requirement.** Instrument not under an existing Service Contract is only eligible for a Service Contract if Seller has inspected the Instrument and its ancillary equipment and provided a written notice to Purchaser that the Instrument is eligible for a Service Contract ("**Recertification Requirement**"). Purchaser acknowledges that Instrument may have to be repaired, at Purchaser's sole expense, prior to being eligible for a Service Contract. Accordingly, Seller recommends that Purchaser renew its existing Service Contracts prior to their expiration.
- 17. **Renewal of Service Contract.** If Purchaser renews the Service Contract on a piece of Instrument prior to the expiration of the Service Contract Seller will waive the Recertification Requirement.
- 18. **Non-Transferable.** All Service Contracts are personal to the original Purchaser of the Instrument and may not be transferred or assigned to any third party.
- 19. **Force Majeure.** Seller is not responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, fire, flood, tornado, earthquake, hurricane, lightning, government actions, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by Seller's suppliers or subcontractors, transportation difficulties, shortage of energy, raw materials or equipment, or Purchaser's fault or negligence. In the event of any such delay the delivery date shall be deferred for a period equal to the time lost by reason of the delay.
- 20. **Unauthorized Activities.** Purchaser agrees not to, nor authorize any third party to, engage in any of the following activities:
 - (i) disassemble, reverse-engineer, reverse-compile, or reverse-assemble the Instrument or an

items provided hereunder (collectively “**Materials**”), (ii) separate, extract, or isolate components of the Materials or subject the Materials or components thereof to any analysis not expressly authorized in the Documentation, (iii) gain access to or attempt to determine the methods of operation of the Materials, or (iv) transfer to a third-party, or grant a sublicense to, any Software or any third-party software provided hereunder. Purchaser further agrees that the contents of and methods of operation of the Materials are proprietary to Seller and the Materials contains or embodies trade secrets of Seller.

21. **Limited Liability.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER OR ITS SUPPLIERS BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH, WITHOUT LIMITATION, THE SALE OF THE INSTRUMENT OR SERVICE CONTRACT, THE USE OF THE INSTRUMENT, THE ITEMS AND SERVICES PROVIDED HEREUNDER, SELLER’S PERFORMANCE HEREUNDER OR ANY OF THESE TERMS AND CONDITIONS, HOWEVER ARISING OR CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE).

TO THE EXTENT PERMITTED BY LAW, SELLER’S TOTAL AND CUMULATIVE LIABILITY TO PURCHASER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION, THE INSTRUMENT OR ITEMS PROVIDED HEREUNDER (INCLUDING USE THEREOF), THE SERVICE CONTRACT, THE SERVICES PROVIDED HEREUNDER, AND SELLER’S PERFORMANCE HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT PAID TO SELLER FOR THE SERVICE CONTRACT AND BILLABLE SERVICES.

22. **Limitations on Warranties.** TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO THE EXPRESS WARRANTIES MADE IN THESE TERMS AND CONDITIONS SELLER MAKES NO (AND EXPRESSLY DISCLAIMS ALL) WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE INSTRUMENT, THE ITEMS PROVIDED HEREUNDER, THE SERVICE CONTRACTS, AND THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.