



TERMS AND LIMITATIONS OF SALE

Thank you for purchasing products from Quantum-Si, Inc. ("**Quantum-Si**," "**we**," and "**us**"). Unless otherwise agreed in writing by us, your purchase and use of Quantum-Si products ("**Products**"), and our supply of Products and provision of services to you, are exclusively subject to these terms and conditions of sale ("**Terms**").

- 1. Contract Terms.** These Terms, and any Quantum-Si written quotation or proposal prepared by Quantum-Si specifically for you referencing these Terms (each a "**Quotation**"), and the other Quantum-Si documentation referenced in these Terms, together comprise the entire contract between you and Quantum-Si ("**Agreement**"), and supersede all other representations and understandings between the parties, whether written or oral, with respect to the subject matter of these Terms. Your purchase order or other ordering document for Products (each an "**Order**") constitutes your commitment to purchase the Products identified therein. By ordering Products from us or from an Authorized Quantum-Si Reseller, you accept and are bound by these Terms. This Agreement is created when we accept your Order, either by sending a written confirmation or by shipping the ordered Product(s). In the event of a conflict among documents, these Terms take precedence over a Quotation (unless such Quotation expressly supersedes a provision within these Terms, in which case the provision within the Quotation shall take precedence over the conflicting provision within these Terms solely for purposes of such Quotation), and an agreement signed by both parties takes precedence over a Quotation and these Terms. The terms of your Order (other than the Products identified therein) do not form a part of this Agreement and are rejected by both parties, and have no force or effect.
- 2. Prices and Taxes.** Pricing in our Quotations is valid for 30 days, but such pricing is subject to adjustment based on changes to specifications, quantities, raw materials, cost of production, shipment arrangements or other items that are not part of the original Quotation. If no price has been quoted to you in writing, the price is the Quantum-Si list price in effect at the time we accept your Order. Prices do not include taxes (including VAT), duties, levies or other government fees that may apply to your Order. If they apply, it is your responsibility to pay them. If we pay them, we will add them to your invoice. If you claim any exemption, you must accompany your Order with a valid, signed certificate or letter of exemption for each applicable jurisdiction. You are responsible for delivery charges.
- 3. Payment.** Unless otherwise described in a Quotation, you will pay invoices within 30 days of receipt, and without withholding, discount, setoff or reduction. Each Order is a separate transaction, and you may not offset payments from one Order against another. We reserve the right to require you to make full or partial payment in advance, or other security to our satisfaction, if we believe in good faith that your financial condition does not justify the payments terms otherwise specified. You will make all payments in the currency found on the invoice, and payments are not refundable. If you are late in making payment, we may, without limiting our other

rights: (i) suspend deliveries of Products or terminate your Order; (ii) reject your Orders; and/or (iii) charge you a late-payment fee, from the due date until paid, at the rate of 1.5% per month, or, if less, the maximum amount allowed by law, which you must pay upon our demand. If we appoint a collection agency and/or an attorney to recover unpaid amounts, you will pay our costs of collection, including reasonable attorneys' fees.

4. **Delivery; Cancellation; Changes.** Unless otherwise described in a Quotation, we will ship Products to the destination you specify in your Order, FCA (INCOTERMS 2020) our shipping point, with our selected freight carrier. We may, in our discretion, make partial shipments and invoice each shipment separately. Shipping dates are approximate only, and we are not liable for any loss or damage resulting from delays in shipping or delivery. If we delay shipment for a cause beyond our reasonable control, we may terminate the affected Order or reschedule the shipment within a reasonable period of time. You may not refuse delivery or otherwise be relieved of any obligations as the result of a delay. If our delivery is delayed due to any cause within your control, we will place the delayed Products in storage at your risk and will invoice you at our then-current storage rates. Once you have placed your Order, you cannot cancel or change it unless we consent in writing, in which case you will pay cancellation charges or an adjustment in the purchase price, as specified by us. You may not return Products without our prior written consent. Any claims against us for shipment shortages or Product damage that could be reasonably discovered by inspection must be made within five (5) days of your receipt of shipment. Products are considered delivered when we load them onto the commercial carrier at origin. At this point, you are responsible for risk of loss and damage, and title to purchased Products will pass to you (except for software incorporated within a Product, which we and our licensors exclusively own).

5. **Authorized Use.**

- 5.1. 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.
- 5.2. You may not (i) disassemble, reverse engineer, reverse compile, or reverse assemble a Product, or make any modifications to a Product, (ii) separate, extract, or isolate components of a Product or engage in other unauthorized analysis of a Product, (iii) gain access to or determine the methods of operation of a Product, (iv) take any action to determine any characteristic and/or composition or structure of a Product, (v) attempt to gain unauthorized access to a Product, (vi) access or use a Product to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or interfaces, or (c) copy any ideas, features, functions or interfaces of the Product; (vii) use Products for any time sharing, leasing or service bureau purposes or permit use by anyone other than your employees and agents; (viii) alter, obscure or remove any identification of ownership or other Quantum-Si marking on

any Product; (ix) resell or distribute Products; and/or (x) aid or permit others to do any of the foregoing.

6. **Software.** We may make software available to you for use in connection with Products, in which case you acknowledge you are receiving licensed rights only, and that software is licensed and not sold, and that, as between you and us, we own all rights to the software and all related documentation and physical media, and all copyright, trade secret, patent, trademark and other intellectual or industrial property rights therein. Ideas and expressions contained in our software are our confidential, proprietary information and trade secrets. We grant you a nonexclusive, nontransferable, non-sublicensable, personal license to use only one copy of the software on the Product, without making any copies. We may terminate this license if you fail to comply with this Section 6 or otherwise breach this Agreement, in which case you must destroy all software-related documentation in your possession or control. You may not, directly or indirectly, or authorize any person or entity to: (i) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the software or its structural framework; (ii) create derivative works of the software; (iii) use the software for any purpose except for use with the Product; (iv) copy, loan, publish, transfer, or disseminate the software or related documentation; or (v) disable or circumvent any access control or related device, process or procedure established with respect to the software. You acknowledge you have been provided sufficient information such that you do not need to reverse engineer software in order to permit other products or information to interoperate with the software. You may not remove or alter any trademark, copyright, patent, or other proprietary rights notices or legends from the software. You must ensure the confidentiality and security of each software user account ID and password, and you acknowledge that responsibility for all data submitted by or on your behalf to the Product lies solely with you. Our software may include or be accompanied by an electronic end user license agreement that users must electronically accept before installing, updating, registering for, and/or using the software, which we may update from time to time in accordance with the terms of such agreement (such license agreement, and any other user interface documents included within the software, are collectively the "**EULA**"). If a user acting on your behalf or for your benefit accepts the EULA, then the terms of the EULA are incorporated by this reference into this Agreement and form a part of this Agreement, and are binding upon you. Any breach by your user of the EULA shall be deemed to have been a breach by you. Products acquired for use within or for any United States federal agency are provided with "**LIMITED RIGHTS**" and "**RESTRICTED RIGHTS**" as defined in DFARS 252.227-7013 and FAR 52.227-19.
7. **Confidentiality. "Confidential Information"** means all information disclosed or provided by Quantum-Si to you pursuant to or in connection with this Agreement, whether communicated in writing, electronically or orally, or by any other method. Notwithstanding the foregoing, Confidential Information shall not include information that you can demonstrate through sufficient written records (i) is, as of the date of disclosure, known to you without obligation of confidentiality to us; (ii) is, as of the date of disclosure, in the public domain or subsequently enters the public domain through no fault of your own; or (iii) is obtained by you from a third party having a lawful right to make such disclosure free from any obligation of confidentiality to you. Quotations and

Product documentation constitute Quantum-Si's Confidential Information. You will hold our Confidential Information in confidence and will not disclose such Confidential Information to any third party, and will not use such Confidential Information except to perform this Agreement. However, you may disclose our Confidential Information to the extent required to comply with applicable laws provided you notify us of such requirement upon being made aware thereof and reasonably cooperating with our efforts to obtain confidential treatment or a protective order with respect to any such disclosure, at our request and expense.

8. **Data.** We encourage you to download and back up all data that you may store on Products. To the extent and as permitted by applicable law, we may monitor, collect and analyze data based on your Product use and Product performance to optimize and improve our products and services and for business and data analytics purposes, and we may disclose the same provided that in connection with such disclosure, such data is anonymized and/or aggregated, and shall not be identified as originating from you. Such monitored, collected, and analyzed data based on your Product use and Product performance, and all technology, products and information based on such data, is exclusively owned by Quantum-Si. Prior to delivering a Product to us for diagnostic, repair, or other services, you must backup and delete all data, software, information and other files stored on the Product in accordance with the applicable product documentation and instructions or as instructed by our customer service team. We may request your Product logs to support or service the Product (including to perform warranty services), in which case you acknowledge that our ability to provide such support or service depends upon access to these logs. We are not responsible or liable to you under any circumstance for any loss, damage or corruption of data stored on Products, and you understand and acknowledge that repair services may result in damage to, or removal or destruction of, data, including, but not limited to, configuration, archives, files, programs, and documents. If you make Products available to us for repair or service, you authorize us to reformat any Product storage device, including hard drives if, in our judgment, such reformatting is reasonably necessary.

9. **Limited Warranty and Disclaimers.**

9.1. We warrant that each Product "**Instrument**", when used in accordance with the Quantum-Si documentation accompanying its delivery to you, shall substantially conform to such documentation for twelve (12) months from shipment ("**Instrument Warranty**"). We warrant that consumable Products ("**Consumables**") shall substantially conform to such documentation 4 accompanying their delivery ("**Consumables Warranty**"). The Consumables Warranty for each Consumable that is a reagent is effective during such reagent's shelf life or through the expiration date identified in the reagent's documentation. For all Products other than the Instrument and reagents, we warrant that such Products shall, at the time of release for shipment to you, substantially conform to the Quantum-Si documentation accompanying them ("**Default Warranty**"). The Instrument Warranty, Consumables Warranty and Default Warranty are each a "**Warranty**."

9.2. Any attempt to open the Instrument is a breach of these Terms and voids the Instrument Warranty. Warranties do not cover, and Quantum-Si has no responsibility, liability or obligation with respect to: (a) normal wear and tear, including chemical corrosion or decomposition; (b)

accident, disaster or event of force majeure; (c) your fault or negligence or use of the Product other than as expressly permitted herein, or use in contravention of its documentation; (d) causes external to the Products such as, but not limited to, power failure or electrical power surges; (e) Products sold to you as 'used' products; (f) installation, removal, use, maintenance, storage, or handling in an improper, inadequate, or unapproved manner by you or any third party (including the carrier), such as, but not limited to, failure to follow our instructions or operating guidelines, or protocols, operation outside of stated environmental or use specifications, or operation or contact with unapproved software, materials, chemicals or other products; or (g) Products customized in accordance with specifications you gave us. ADDITIONALLY, AFTER ANY PERMITTED SELF INSTALLATION IN ACCORDANCE WITH QUANTUM-SI'S INSTRUCTIONS, ANY MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, A PRODUCT PERFORMED BY ANY PERSON OR ENTITY OTHER THAN QUANTUM-SI OR AN AUTHORIZED QUANTUM-SI RESELLER, WITHOUT QUANTUM-SI'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS QUANTUM-SI HAS NOT SUPPLIED, WILL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

9.3. To make a Warranty claim, you must notify our customer support team at support@quantum-si.com during the applicable Warranty period, and then follow our instructions with respect to return of the defective Product. For Products that we reasonably determine, using analytical methods specified by us, do not meet the Warranty, we will, at our option and sole discretion, either repair or replace such Products, or credit the price you paid for such Products against future Orders. The Warranties extend to only the original purchaser. **The remedies identified in this Section 9 are your sole and exclusive remedies, and our only liabilities, under each Warranty.** If we determine that Products for which you requested Warranty services are not covered by the Warranty, you will pay all costs of investigating and responding to such request at our then prevailing time and materials rates.

9.4. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION 9, WE DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO PRODUCTS, SOFTWARE, INFORMATION AND SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR RELATING TO CUSTOM, USAGE OR TRADE. WE DO NOT WARRANT THAT PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. WE DO NOT WARRANT THAT SOFTWARE CAN OR WILL BE CORRECTED, OR THAT PRODUCTS ARE COMPLETELY SECURE. You acknowledge that you are responsible for your use of Products, including reliance upon results from such use, and that you will use professional care and judgment in using Products and relying upon results. You agree that you are not purchasing any Product in reliance upon any representation or warranty not specifically set forth in this Agreement, nor on the completion of the representations and warranties set forth herein or in any document or instrument referred to herein.

10. Quantum-Si Indemnity.

10.1. We will defend and indemnify you against infringement damages awarded to a third party in any legal action brought by such third party against you to the extent that the action alleges that our manufacture and/or sale of a Product, or that our software licensed to you, infringes any United States patent, registered copyright or trademark of such third party. This indemnity

does not apply 5 to claims based on (i) your failure to comply with this Agreement, (ii) your failure to acquire any applicable rights from third parties, (iii) Products (including software) that we make, assemble or label in reliance upon your instructions, specifications, or other directions, (iv) your use of Products (other than software products), (v) Product or software modifications made by you or any third party; (vi) Products or software originating from third parties that are not authorized Quantum-Si dealers; (vii) your failure to install software updates provided by us; (viii) your use of our software other than as permitted herein; (ix) your use of Products or software in combination with non- Quantum-Si information or items; or (x) your failure to follow our Product or software installation, calibration or maintenance instructions (each of (i) through (x) constitutes a **"Prohibited Use"**).

10.2. You must (i) notify us in writing, as soon as you become aware of any indemnifiable claim; (ii) not admit any liability or take any other action in connection with the claim that could affect the defense; (iii) allow us to control the defense or settlement of the claim; and (iv) give us your reasonable information, co-operation and assistance. If we believe a Product that you have purchased may be subject to allegations of infringement or misappropriation, we may replace such Product with a substitute Product, at our own cost and expense, in which case you will return the original Product in accordance with our instructions.

10.3. THE PROVISIONS OF THIS SECTION 10 ARE OUR ONLY LIABILITY TO YOU, AND YOUR ONLY REMEDY, FOR ANY INFRINGEMENT OR MISAPPROPRIATION OR CLAIMED INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS BY OR IN CONNECTION WITH ANY PRODUCT, SERVICE OR SOFTWARE.

11. **Your Indemnity.** You will indemnify, defend with competent and experienced counsel acceptable to us, and hold us and our subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders, agents and employees, harmless from and against any and all damages, liabilities, causes of action, suits, claims, demands, losses, fines, penalties, costs and expenses (including without limitation reasonable attorneys' fees) suffered or incurred by any of the foregoing entities or individuals arising from or in connection with (a) your negligence, misconduct, violation of applicable laws, breach of this Agreement, or noncompliance with Product documentation; (b) your use of Products (except where such use is covered by our software indemnification obligation in Section 10.1); (c) a Prohibited Use; (d) your failure to acquire any applicable third party rights when using a Product; and (e) the reliance by any person or entity on any evaluation, analytic results or other data derived from Products. You are responsible for the actions of your employees, agents and representatives for purposes of this Section 11.
12. **Intellectual Property.** As between you and us, you exclusively own all intellectual property rights relating to, covering, claiming, included and/or embodied in the creations or developments you make using our Products and software, and we exclusively own all intellectual property rights relating to, covering, claiming, included and/or embodied in, our Products and software. Our license, sale, loan or lease of Products to you grants you only a limited, nontransferable right under our intellectual property only for the specific intended use of the Products you bought, licensed, borrowed or leased from us and strictly in accordance with and for the term of this Agreement. You will not modify, change, remove, cover or otherwise obscure any trademarks, logos, trade or service marks on Products. Nothing in this Agreement limits our ability to enforce our intellectual property rights. You may not use any Quantum-Si trademark, trade name, trade dress or product

name except to identify our Products. Except as expressly permitted herein, no license or right, whether express or implied, is granted to any person under any Quantum-Si patent, trademark or other proprietary right, and we reserve all rights. You hereby assign to us all right, title and interest in and to all feedback, suggestions, ideas, improvements and other comments provided by you to us relating to Products ("**Feedback**"), and we will have the unrestricted right to use and disclose Feedback without duty or obligation or accounting to you, and any improvements, modifications and changes made based on Feedback are our exclusive property. Aside from the indemnity in Section 10.1, **You are solely responsible for determining whether you have all third party intellectual property rights that are necessary for your use of Products.** You acknowledge that Products (including software) may constitute, contain or embody our Confidential Information and intellectual property rights, including trade secrets.

13. **Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, QUANTUM-SI WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE, THAT YOU OR A THIRD PARTY MIGHT INCUR UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH OUR PRODUCTS, INFORMATION, OR SERVICES, EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT THIS SENTENCE WILL NOT LIMIT DAMAGES CAUSED BY OUR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD. IN ADDITION AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, QUANTUM-SI'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ANY PRODUCT OR SERVICE, IS LIMITED TO THE AMOUNT YOU PAID TO QUANTUM-SI UNDER THE ORDER UNDER WHICH THE LIABILITY AROSE. HOWEVER, THESE PROVISIONS DO NOT LIMIT LIABILITY THAT CANNOT BE LIMITED BY LAW.
14. **Export Restrictions.** You acknowledge that each Product and any related technology, including technical information we supply you, including those contained in product documents (collectively "**Items**"), is subject to U.S. government export controls. The export controls may include, among others, those of the Export Administration Regulations of the U.S. Department of Commerce (the "**EAR**"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. You must comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item.
15. **Miscellaneous.**
 - 15.1. You may not delegate any duties nor assign any rights or claims hereunder, and any such attempted delegation or assignment will be void. We may assign, delegate or transfer this Agreement or our rights or obligations hereunder, in each case in our discretion. This Agreement is made and entered into for the sole protection and benefit of the parties hereto, and no other person or entity shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with this Agreement.
 - 15.2. The Agreement and performance under it will be governed by the laws of New York,

without reference to choice of law provisions, and all actions brought to enforce or interpret the Agreement and any all disputes hereunder or in connection herewith, including any negotiations relating thereto, shall be heard exclusively in the state and federal courts located in New York, New York, which courts have exclusive jurisdiction over all disputes relating hereto. The U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT TO THE MAXIMUM ALLOWED BY APPLICABLE LAW.

- 15.3. We will not be responsible or liable for failing to perform our obligations under the Agreement to the extent such failure is caused by, or to the extent we cannot perform due to, circumstances beyond our reasonable control, including without limitation acts of God and nature, embargoes, war, acts of war (whether war be declared or not), terrorism, insurrections, riots, civil commotions, strikes, lockouts, or other labor disturbances, government actions, fire, earthquakes, floods, epidemics, pandemics (whether declared or not), and any actions we take to comply with applicable laws, directives, pronouncements or guidelines issued by a governmental entity relating to pandemics, such as quarantines and sheltering in place. In certain situations, we may use our reasonable judgment and apportion Products then available for delivery fairly among our customers, or may terminate your order without liability to you.
- 15.4. Our failure to exercise any rights under the Agreement is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach. If any provision 7 or part of the Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Agreement. No person other than you or us will have any rights under the Agreement. This Agreement binds the parties' successors and permitted assigns. Headings are for convenience only and shall not be used in the interpretation of these Terms.
- 15.5. Any notice or communication required or permitted under these Terms must be in writing and will be deemed received when delivered by commercial courier, or 3 business days after being sent by certified mail, postage prepaid, to a party's specified address. Notices to Quantum-Si must be sent to the attention of its General Counsel.
- 15.6. No waiver, consent, modification, amendment or changes to the terms of this Agreement will be binding unless in writing and signed by both parties. Our failure to object to terms contained in any subsequent communication from you is not a waiver or modification of this Agreement.